



MAESTRI  
TOWERS

# BYLAWS

2016



# maestri towers – bylaws

## **BY-LAW 1**

An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

## **BY-LAW 2**

An owner or occupier of a lot must not park or stand any motor vehicle or other vehicle on common property or in a visitor car parking space except with the written approval of the Owners Corporation.

## **BY-LAW 3**

An owner or occupier of a lot must not obstruct the lawful use of common property by any person.

## **BY-LAW 4**

An owner or occupier of a lot must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property; or
- (b) use for his or her own purposes as a garden any portion of the common property.

## **BY-LAW 5**

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into or otherwise damage or deface any structure that forms part of the common property without the approval in writing of the Owners Corporation.
- (2) An approval given by the Owners Corporation under sub-clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) any locking or other safety device for protection of the owner's lot against intruders; or
  - (b) any screen or other device to prevent entry of animals or insects on the lot; or
  - (c) any structure or device to prevent harm to children.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner in accordance with all building and fire regulations and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in sub-clause (3) that forms part of the common property and that services the lot.

## **BY-LAW 6**

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

#### **BY-LAW 7**

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

#### **BY-LAW 8**

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

#### **BY-LAW 9**

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

#### **BY-LAW 10**

An owner or occupier of a lot must not, except with the consent in writing of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building.

#### **BY-LAW 11**

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot including so much as is common property.

#### **BY-LAW 12**

- (1) An owner or occupier of a lot must not, except with the approval in writing of the Owners Corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes or any chemical, liquid, gas or the material in a fuel tank of a motor vehicle or internal combustion engine.

#### **BY-LAW 13**

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the Executive Committee so as to enable the Executive Committee to arrange for its nominee to be present at the time when the owner or occupier does so.

#### **BY-LAW 14**

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory, bathroom or any other area that is either parquetry or tiled at the time of the registration of the strata plan.

#### **BY-LAW 15**

An owner or occupier of a lot:

- (a) must maintain within the lot, or on such part of the common property as may be authorised by the Owners Corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the Owners Corporation and at a time at which garbage is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and
- (e) must not place anything in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove anything which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

#### **BY-LAW 16**

- (1) An owner or occupier of a lot must not raise, breed or keep dogs, cats, birds, animals, livestock or poultry (collectively 'Animals') on its lot without the prior written consent of the Owners Corporation which consent may be withdrawn in circumstances where the Owners Corporation reasonably considers the keeping of any such Animal may interfere with the quiet enjoyment of another lot by its owner or occupier.
- (2) A lot owner who, when first taking possession of its lot, has an animal which is a pet, may, with the prior written approval of Meriton or the Owners Corporation, keep that Animal on its lot but on its death is not entitled to replace that animal unless consent has been obtained from the Owners Corporation in accordance with sub-clause (1).
- (3) Each lot owner and occupier is absolutely liable to each other, lot owner and occupier and their respective guests and invitees, for any unreasonable nuisance, noise or injury to any person or damage to property caused by any Animal brought or kept upon the parcel by the lot owner or occupier or by its invitees.
- (4) Each lot owner and occupier is absolutely responsible to clean up after any Animal brought or kept upon the parcel by them or their invitees.

#### **BY-LAW 17**

The owner or occupier of a lot must not, without the written consent of the Owners Corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building. This includes the illumination of a lot to a noticeably higher level than that which exists in the rest of the building.

#### **BY-LAW 18**

The Owners Corporation must cause a notice-board to be affixed to some part of the common property.

#### **BY-LAW 19**

An occupier of a lot must notify the Owners Corporation if the occupier changed the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot or results in the lot being used for commercial or industrial purposes other than residential purposes).

#### **BY-LAW 20**

- (1) The proprietor and the occupier of a lot shall maintain the lot in a clean and tidy condition and free of vermin and, without limiting the generality of this by-law, shall clean the filters of any rangehood installed in the lot of grease at least every three months.
- (2) For the purpose of inspecting the lot, the Owners Corporation may by its agents, servants or contractors, enter the lot at any reasonable time on notice given to any occupier of the lot.

#### **BY-LAW 21**

The proprietor or occupier of a lot shall not convey nor allow the conveyance in the lift of any push bike or surfboard or other object likely to damage or dirty the interior of the lift.

#### **BY-LAW 22 - REPEALED**

By-Law 22 Repealed.

#### **BY-LAW 23**

- (1) In this by-law 'the pool' refers to the pool, the spa, the sauna and the pool area within the parcel.
- (2) The proprietor or occupier of a lot shall not use nor allow the use of the pool between 10pm and 6am.
- (3) The proprietor or occupier of a lot shall not allow the use of the pool by his invitees except when accompanied by the proprietor or occupier.
- (4) An owner or occupier of a lot must ensure that an adult exercising effective control accompanies any children who are in their care when the children are in the pool.
- (5) The Owners Corporation may make rules regarding the pool.
- (6) The proprietor or occupier of a lot shall not do any of the following, nor allow them to be done, in the pool –
  - (a) smoking, eating or drinking,
  - (b) consuming alcohol,
  - (c) using bottles or glass,
  - (d) running, jumping or diving,
  - (e) using balls, boogie boards or large inflated objects,
  - (f) using soap, bubble bath or shampoo,

- (g) be inadequately clothed,
- (h) nude bathing.

#### **BY-LAW 24**

- (1) The proprietor of a lot shall maintain any air-conditioning facilities or equipment that are within the lot and do not form part of the common property, in a state of good and serviceable repair and for this purpose, shall renew or replace them whenever necessary.
- (2) Without limiting the generality of this by-law, the proprietor shall have any such facilities or equipment regularly serviced by a duly qualified contractor and the filters of any such facilities or equipment cleaned every six (6) months.

#### **BY-LAW 25**

Any registered proprietor of a lot who is not an occupier of a lot shall not be entitled to use any of the facilities of the Owners Corporation.

#### **BY-LAW 26**

- (1) The registered proprietor or occupier of a commercial premise in the development shall be entitled to place one (1) only sign advertising the availability of the commercial premise for lease or sale.
- (2) All commercial signage in the development must be identical size and dimensions.
- (3) The Owners Corporation shall have the right to remove any signage that does not comply with this by-law.

#### **BY-LAW 27**

- (1) The Owners Corporation must grant consent to the use of any of the retail or commercial premises in the Strata Plan provided that the proposed use is lawful and all relevant statutory approvals have been obtained.
- (2) The Owners Corporation must sign and execute all documents that are reasonably required by a proprietor to give full effect to this by-law.

#### **BY-LAW 28**

- (1) In addition to the powers under the Act, the Owners Corporation has the power to appoint and enter into an Agreement with a caretaker to provide management, leasing, security, cleaning and operational services for the strata scheme.
- (2) The caretaker's duties may include:
  - (a) caretaking, supervising and servicing the common property to a standard consistent with use of lots in the scheme as high class residential apartments;
  - (b) supervising the cleaning, repair, maintenance, renewal or replacement of common property and any personal property vested in the Owners Corporation;
  - (c) providing services to the Owners Corporation, owners and occupiers including, without limitation, the services of a handy person, room cleaning and servicing, food and non-alcoholic drink service;

- (d) providing a letting, property management and sales service;
  - (e) supervising Owners Corporation employees and contractors;
  - (f) providing security services to the Owners Corporation;
  - (g) providing cleaning, pool cleaning and gardening services to the Owners Corporation;
  - (h) supervising the strata scheme generally; and
  - (i) anything else that the Owners Corporation agrees is necessary for the operation and management of the strata scheme.
- (3) The caretaker must comply with instructions from the Owners Corporation about performing its duties.
  - (4) The Owners Corporation must not, without the written consent of the caretaker, enter into more than one Agreement under this by-law at any one time or revoke this by-law without the written consent of the caretaker.
  - (5) Any agreement entered into by the Owners Corporation pursuant to paragraph (1) of this by-law will provide for the payment by the Owners Corporation to the caretaker of remuneration, fees or other consideration for providing the services and undertaking the duties in Schedule 2 of the Agreement.
  - (6) The caretaker may, at the caretaker's expense, erect or procure the erection of all reasonable signs in or about the common property for the purpose of promoting the letting, property management and sales service of the caretaker, subject to the consent of the Owners Corporation which will not be unreasonably withheld.
  - (7) The Owners Corporation has the power to enter into any Agreement with a financier of the caretaker so that the financier's rights pursuant to any security arrangement between the caretaker and the financier can be enforced.

#### **BY-LAW 29**

The owner or occupier of a lot must not:

- (a) interfere with or obstruct the caretaker from performing the caretaker's duties under the agreement referred to in by-law 28; or
- (b) interfere with or obstruct the caretaker from using any part of the common property designated by the Owners Corporation for use by the caretaker.

#### **BY-LAW 30**

The owner or occupier of every lot except in lots 104 and 211 must not on any lot or the common property, except with the written consent of the owner of lots 104 and 211, conduct or participate in the conduct of:

- (a) the business of a letting agent; or
- (b) the business of a pooled rent agency; or
- (c) the business of on-site caretaker; or
- (d) any other business activity that is either –



- (i) an activity identical or substantially identical with any of the services relating to the management, control and administration of the parcel referred to in by-law 28 and/or any agreement; and/or
- (ii) an actively identical or substantially identical with any of the services provided to owners and occupiers of lots referred to in by-law 28 and/or any agreement; and/or
- (iii) an activity identical or substantially identical with any of the services relating to the letting of lots referred to in by-law 28 and/or any agreement.
- (iv) the Owners Corporation must not, without the consent of the caretaker, revoke this by-law.

#### **BY-LAW 31 – REPEALED**

By-Law 31 Repealed.

#### **BY-LAW 32 – REPEALED**

By-Law 32 Repealed.

#### **BY-LAW 33**

- (1) An owner or occupier may keep planter boxes, pot plants, occasional furniture and outdoor recreational equipment on the balcony or terrace of their lot only if it will not cause damage or is not likely to cause damage or is not dangerous or a nuisance or a hazard.
- (2) The Owners Corporation may require an owner or occupier, at its expense, to remove items from the balcony or terrace if the appearance of the lot is not in keeping with the rest of the building.
- (3) If there are planter boxes on or within a terrace or balcony of a lot, the owner or occupier must:
  - (a) properly maintain the soil and plants in the planter boxes; and
  - (b) when watering the plants or planter box, make sure that no water enters common property or another lot.

#### **BY-LAW 34**

A registered owner or an occupier of a lot must not do or permit anything which may prejudice the security or safety of the building and, in particular, must ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use.

#### **BY-LAW 35**

An owner, occupier or an invitee of an owner or occupier, must not under any circumstances, wash or perform any mechanical duties to their motor vehicle on common property. This by-law does not preclude the washing of motor vehicles on the common property designated as "car wash bay" on the strata plan.

#### **BY-LAW 36**

All owners and occupiers of commercial and retail lots within the strata scheme must dispose of their waste and rubbish in the commercial waste bins.

### **BY-LAW 37**

Should any Government authority impair any rate, tax, charge or levy on the collection of commercial or retail waste, the owners and/or occupiers of the commercial and retail lots shall be responsible for the payment of such contributions.

### **BY-LAW 38**

The owner or occupier of a lot must not, without the consent of the Owners Corporation, place any curtains, vertical blinds or adhesive tinting on any enclosed balcony within the lot.

### **SPECIAL BY-LAW 2 – LOCKS ON ENTRANCE DOORS**

#### **DEFINITIONS:**

In this by-law:

- 'entrance door' means the main door through which access and egress are obtained to and from the lot;
- 'lock work' means an owner or occupier of a lot performing or causing or permitting the performance of any work for the removal, replacement or addition of any lock (including any computerised card reading system or other form of locking or security device) in an entrance door.

#### **INTERPRETATION:**

In this by-law:

- Words importing the singular include the plural and vice versa;
- Words importing a gender include any gender;
- Words defined in the Strata Schemes Management Act 1996 have the meaning given to them in that Act.

#### **OPERATIVE PARTS:**

An owner or occupier of a lot shall not undertake any lock work except in strict compliance with the terms and conditions contained in this by-law.

#### **TERMS AND CONDITIONS:**

1. Prior to the performance of any lock work an owner or occupier shall obtain from the caretaker of the strata parcel written specifications of the design and type of locks approved by the Owners Corporation and the location within a door where a lock may be fitted.
2. No lock work shall be carried out that differs from the written specifications provided by the caretaker.
3. No lock work shall be carried out that results in the fire rating or fire integrity of an entrance door being reduced or diminished or that contravenes any applicable Code or Standard, or any requirement of Sydney Council.
4. Lock work shall only be carried out by an appropriately qualified and licensed tradesman.
5. Lock work must not result in an entrance door having an appearance out of keeping with the entrance doors of other lots.

6. If in the course of lock work an entrance door is damaged the owner or occupier shall be responsible to have the necessary repairs carried out at his cost.
7. If lock work results in the appearance of an entrance door not being in keeping with the appearance of other entrance doors, the owner or occupier who carried out the lock work shall be responsible to have such works carried out, at his cost, as are necessary to make the entrance door consistent in appearance with other entrance doors.
8. If lock work is carried out in breach of the terms of this by-law the Owners Corporation may give written notice to the owner or occupier of the lot requiring him, at his cost, to repair the lock work and/or restore the entrance door to a specified condition.
9. If the owner or occupier of a lot fails within fourteen (14) days after notice in writing from the Owners Corporation to perform the obligations specified in Clauses 6, 7 or 8 of this by-law, then the Owners Corporation may carry out the works and recover the cost of such works from the owner or occupier as a debt.

This by-law has effect notwithstanding By-Law 5.

### **SPECIAL BY-LAW 3 - GREASE TRAPS**

#### **DEFINITIONS:**

In this by-law:

- 'grease trap' means any grease trap serving the strata parcel
- "connection to a grease trap" means any connection from a lot to a grease trap.

#### **INTERPRETATION:**

In this by-law:

- Words importing the singular include the plural and vice versa;
- Words importing a gender include any gender;
- Words defined in the Strata Schemes Management Act 1996 have the meaning given to them in that Act.

#### **OPERATIVE PARTS:**

An occupier of a lot shall not connect to or use a grease trap except in compliance with the terms and conditions contained in this by-law.

#### **TERMS AND CONDITIONS:**

##### ***Before connection to a grease trap:***

1. Before connecting to a grease trap an occupier must:
  - i. provide the Owners Corporation with a copy of any requisite approval of Sydney Council or Sydney Water, including all conditions of approval, drawings and specifications; and
  - ii. obtain the written approval of the Owners Corporation which approval may be made subject to conditions; to –
    - a. the method of connection to the grease trap;

- b. the way in which and by whom the connection to the grease trap and the grease trap are to be cleaned and maintained, including the frequency of cleaning and maintenance;
- iii. enter into all necessary arrangements and contracts for cleaning and pump out in compliance with the requirements of Sydney Water.

***Connection:***

- 2. In connecting to a grease trap an occupier must:
  - i. comply with all conditions of approval of Sydney Council and Sydney Water;
  - ii. use a licensed plumber; and
  - iii. carry out the connection in a proper and skilful manner.
- 3. An occupier must at his own cost repair any damage to the common property or the property of the owner or occupier of another lot, occurring in the installation, maintenance, replacement, repair or renewal of a connection to a grease trap.
- 4. After connection the occupier must provide the Owners Corporation with a certificate of compliance from the licensed plumber who carried out the work.

***Use:***

- 5. In using a grease trap an occupier must:
  - i. fulfil the terms of contracts and arrangements entered into with a pump out contractor and any other necessary contractor;
  - ii. comply with all terms and conditions of use and requirements specified by Sydney Council, Sydney Water and any other Government or Regulatory Authority including, without limitation, frequency of pump out and cleaning; and
  - iii. only use the grease trap for its intended purpose as a grease trap and for no other plumbing purpose.

***Maintenance Repair and Cleaning:***

- 6. An occupier of a lot served by or using a particular grease trap shall be responsible to keep the grease trap and any connection to it:
  - i. properly and adequately maintained in a state of good and serviceable repair;
  - ii. adequately clean and free of vermin;
  - iii. regularly pumped out and cleaned in accordance with the requirements of Sydney Water;
 and for all costs associated therewith.

***Joint and Several Responsibility and Liability:***

- 7. Where a grease trap serves or is used by more than one (1) lot then each of the occupiers of lots so served shall be jointly and severally responsible and liable to meet the obligations and liabilities imposed by this by-law.

***Indemnity:***

8. An occupier of a lot served by or using a grease trap must indemnify the Owners Corporation and the owners and occupiers of other lots against any liability or expense that would not have been incurred if the grease trap had not been used.

***Access:***

9. The Owners Corporation by its servants and agents shall be entitled to have access to the grease traps and connections to grease traps the subject of this by-law upon reasonable notice to an occupier to inspect such areas or for any other purpose permitted under the Act.

This by-law has effect notwithstanding By-Law 5.

**SPECIAL BY-LAW 4**

Specially resolved that the Owners Corporation Strata Plan 67246 confirm By-Law 30 with the following amendments under Section 52 of the Strata Schemes Management Act 1996 and executes and registers the Change of By-Laws at the Department of Lands:

1. by the substitution of 'lots 115 and 386' where appearing by 'lots 104 and 211'; and
2. by the addition of 'The Owners Corporation must not, without the consent of the caretaker, revoke this by-law'.

**SPECIAL BY-LAW 5 – BOND**

Any owner or occupier must firstly lodge a five hundred dollar (\$500.00) bond with the caretaker prior to moving into or vacating a lot. The cost of any damage caused to common property during this activity will firstly be deducted from the bond. Any surplus amount is to be refunded and any deficit is to be paid by the lot owner.

**SPECIAL BY-LAW 6 – REPEALED**

Special By-Law 6 Repealed.

**SPECIAL BY-LAW 7 – REPEALED**

Special By-Law 7 Repealed.

**SPECIAL BY-LAW 7 – CAR SPACE ENCLOSURES**

The owners specially resolved, pursuant to Section 47 of the Strata Schemes Management Act 1996, to make a by-law on the following terms:

1. **GRANT OF RIGHT**

The owner has the special privilege to carry out the works at its own cost subject to clause 3 of this by-law.

2. **DEFINITIONS AND INTERPRETATION**

2.1. In this by-law, unless the context otherwise requires or permits:

- (a) 'Act' means the Strata Schemes Management Act 1996;
- (b) 'Authority' means any government, semi-government, statutory, public or other authority having any jurisdiction over the lot;

- (c) 'Building' means the building located at 298-304 Sussex Street Sydney NSW;
- (d) 'Insurance' means:
  - (i) contractors all risk insurance (including public liability) in the sum of \$5,000,000.00;
  - (ii) insurance required under the Home Building Act 1989 (if required);
  - (iii) workers compensation insurance;
- (e) 'Lot' means any lot in Strata Plan 67246;
- (f) 'Owner' means the owner of the lot;
- (g) 'Owners Corporation' means the owners corporation created by the registration of Strata Plan Registration No. 67246;
- (h) 'Strata Scheme' means the strata scheme relating to Strata Plan 67246;
- (i) 'Works' means the installation of a car space enclosure to a respective owner's car space and the common property where required (at the owner's cost and to remain the owner's fixture) consisting of:
  - (i) perforated aluminium mesh walls;
  - (ii) a garage door having specifications approved by the Owners Corporation from time to time;

2.2 In this by-law, unless the context otherwise requires, a word which denotes:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms of the by-law will have the same meaning as those defined in the Act; and
- (d) references to legislation includes references to amending and replacing legislation.

2.3 If there is any inconsistency between this by-law and the by-laws applicable to the Strata Scheme, then the provisions of this by-law will apply to the extent of that inconsistency.

### 3. **CONDITIONS**

#### 3.1 ***Before commencement***

Before commencement of the works the owner must:

- (a) obtain approval for the location, type and size of the works from the Owners Corporation, such approval not to be unreasonably withheld;
- (b) obtain all necessary approvals from any authorities and provide a copy to the Owners Corporation;

- (c) provide the Owners Corporation's nominated representative(s) access to inspect the lot within forty-eight (48) hours of any request from the Owners Corporation; and
- (d) effect and maintain insurance and provide a copy to the Owners Corporation.

Clauses 3.1 (a), (b), (c) and (d) of this clause 3.1 do not apply to works already installed at the time of this by-law being made.

### **3.2 During installation**

Whilst the works are in progress the owner of the lot at the relevant time must:

- (a) use duly licensed employees, contractors or agents to conduct the works;
- (b) ensure the works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
- (c) use reasonable endeavours to cause as little disruption as possible;
- (d) perform the works during times reasonably approved by the Owners Corporation;
- (e) perform the works within a period of one (1) month from their commencement or such other period as reasonably approved by the Owners Corporation;
- (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (g) protect all affected areas of the building outside the lot from damage relating to the works or the transportation of construction materials, equipment and debris;
- (h) ensure that the works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the owner must rectify that interference or damage within a reasonable period of time;
- (i) provide the Owners Corporation's nominated representative(s) access to inspect the lot within twenty-four (24) hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
- (j) not vary the works without first obtaining the consent in writing from the Owners Corporation.

### **3.3 After construction**

After the works have been completed the owner must without unreasonable delay:

- (a) notify the Owners Corporation that the works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the works and not permitted by this by-law has been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an authority to approve the works;

- (d) provide the Owners Corporation's nominated representative(s) access to inspect the lot within forty-eight (48) hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law;
- (e) the Owners Corporation's right to access the lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (d) immediately above have been complied with.

Clauses 3.3 (a) and (d) of this clause 3.3 do not apply to works installed prior to this by-law being made.

#### **3.4 *Enduring rights and obligations***

##### **3.4.1 The owner:**

- (a) must maintain, replace and keep in good and serviceable repair the works installed by them;
- (b) must maintain and upkeep those parts of the common property in contact with the works;
- (c) remains liable for any damage to lot or common property arising out of the works; and
- (d) must indemnify the Owners Corporation against any costs or losses arising out of the works and without limitation any liability.

3.4.2 For clarity this clause 3.4 applies to all works installed prior to and after this by-law being made.

3.4.3 If an owner fails to carry out work required to be carried out under this by-law, then the Owners Corporation may:

- (a) carry out that work pursuant to Section 63(3) of the Act;
- (b) recover the costs to carry out the work from the respective owner required to carry out the work;
- (c) demand payment from the owner (although the occupier failed to comply with this by-law) for any money outstanding under this by-law and recover this amount from the owner as a debt;
- (d) include reference to the debt on notices under Section 109 of the Act.

### **SPECIAL BY-LAW 8 – STORAGE OF GOODS IN CAR SPACES**

#### **1. *Purpose and Grant of Power***

- 1.1 The purpose of this by-law is to prohibit owners and occupiers from storing goods (other than a vehicle) within an owner or occupier's respective car space where they are exposed to view.
- 1.2 The Owners Corporation shall have the following additional powers, authorities, duties and functions (subject to clause 3) to:
  - (a) create rules to preserve the aesthetic integrity of the building;



- (b) prohibit owners and occupiers from storing goods within their respective car spaces where they are exposed to view;
- (c) create rules and specifications for the installation of storage containers in car spaces;
- (d) enter onto an owners car space and remove all goods stored in contravention of this by-law; and
- (e) recover the costs to implement this by-law from the respective owner or occupier in contravention of this by-law.

## 2. **Definitions and Interpretation**

### 2.1 In this by-law, unless the context otherwise requires:

- (a) act means the Strata Schemes Management Act 1996;
- (b) car space means an owner or occupier's car space used in conjunction with its lot for parking a vehicle or installing a storage container;
- (c) goods means any item of personal property excluding a vehicle or storage container;
- (d) building means the building located at 298-304 Sussex Street Sydney NSW;
- (e) lot means any lot in Strata Plan 67246;
- (f) occupier means any tenant, lessee or invitee of a lot;
- (g) owner means the owner of the lot;
- (h) Owners Corporation means the owners corporation created by the registration of Strata Plan Registration No. 67246;
- (i) specifications means the specifications set out in the pamphlet tabled at the meeting at which this by-law was passed which includes specifications for storage containers of the Space Commander 'over the bonnet' or 'double decker' **or other similar type of storage container** designed for installation in car spaces (or any other specifications as determined by the Owners Corporation from time to time);
- (j) storage container means a storage container installed in an owner or occupier's car space in accordance with the specifications;
- (k) strata scheme means the strata scheme relating to Strata Plan 67246.

### 2.2 In this by, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
  - (b) any gender includes the other gender;
  - (c) any terms in the by-laws will have the same meaning as those defined in the Act;
- and

- (d) references to legislation include references to amending and replacing legislation.

2.3 If there is any inconsistency between the by-law and the by-laws applicable to the Strata Scheme then the provisions of this by-law will prevail to the extent of that inconsistency.

### 3. **Conditions**

3.1 An owner or occupier:

- (a) must not store any goods (other than a vehicle) within their respective car space except in a storage container approved by the Owners Corporation and installed under this by-law; and
- (b) must, if so notified or directed by the Owners Corporation, immediately remove goods stored within their respective car space in contravention with this by-law.

3.2 An owner or occupier may install a storage container in their car space on the following conditions:

- (a) the owner or occupier obtains the approval for the location, type and size of the storage container from the Owners Corporation, such approval not to be unreasonably withheld; and
- (b) the storage container complies with the specifications for storage containers set down by the Owners Corporation from time to time.

3.3 Whilst installing a storage container the owner or occupier of the lot at the relevant time must:

- (a) use reasonable endeavours to cause as little disruption as possible;
- (b) transport the storage container in a manner reasonably directed by the Owners Corporation;
- (c) protect all areas of the building from damage relating to the installation or transportation of the storage container; and
- (d) ensure that the storage container does not interfere with or damage the common property or the property of any other lot owner and if this happens the owner must rectify that interference or damage within a reasonable period of time.

### 3.4 **Enduring rights and obligations**

3.4.1 The owner or occupier:

- (a) must maintain, replace and keep in good and serviceable repair the storage container installed by them;
- (b) must maintain and upkeep those parts of the common property in contact with the storage container;
- (c) remains liable for any damage to lot or common property arising out of the installation of a storage container; and
- (d) must indemnify the Owners Corporation against any costs or losses arising out of the installation of a storage container and without limitation any liability.

3.4.2 If an owner or occupier fails to remove any goods from their car space as directed by the Owners Corporation under this by-law or fails to comply with any obligation pursuant to clause 3 of this by-law, the Owners Corporation may:

- (a) enter onto an owner or occupier's car space to remove and relocate the goods stored in contravention with the by-law to a temporary storage facility pursuant to Section 63(3) of the Act;
- (b) carry out any work required to be carried out by an owner or occupier under this by-law;
- (c) recover the costs to implement this by-law from an owner or occupier including the costs to remove and relocate the goods to a temporary storage facility pursuant to Section 63(3) of the Act;
- (d) demand payment from the owner (although the occupier has failed to comply with this by-law) for any money outstanding under this by-law and recover this amount from the owner as a debt pursuant to Section 63(6) of the Act; and
- (e) include reference to the debt on notices under Section 109 of the Act.

### **SPECIAL BY-LAW 9 – FLOOR COVERINGS**

#### ***Definitions and interpretations***

1. In this by law-unless the context otherwise requires or permits;
  - (a) Authority means any government, semi-government, statutory, public or other authority having any jurisdiction over the lot;
  - (b) Owner means the owner of the lot from time to time;
  - (c) Owners Corporation means the owners corporation created by the registration of Strata Plan Registration No. 67246;
  - (d) Special Privilege Area means those parts of the common property floor for a lot required to install the works for that lot;
  - (e) Works means an owner's works for the benefit of their lot to install parquetry, timber or tiled floor and the like and associated works in that lot.
2. In this by-law, unless the context otherwise requires, a word which denotes:
  - (a) the singular includes plural and vice versa;
  - (b) any gender includes the other gender;
  - (c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 1996;
  - (d) anything the owner is required or permitted to do under this by-law is to be at the owner's cost; and
  - (e) references to legislation includes references to amending and replacing legislation.

#### ***Grants of rights***

3. Subject to the owner's compliance with Clauses 5, 6 and 7 of this by-law an owner is granted the right to install the works in the special privilege area.
4. In relation to parquetry, timber or tiled flooring and the like already installed at the time of the making of this by-law, this by-law applies as if the works were installed by the owner benefited by those works in accordance with Clauses 5, 6 and 7 of this by-law.

#### **Conditions**

5. Before commencement of the works each owner must:
  - (a) provide the Owners Corporation with detailed specifications of the works;
  - (b) provide the Owners Corporation with an installation diagram showing measurements where the works are to be located;
  - (c) provide the Owners Corporation with a report from a qualified acoustic engineer that shows that the noise transmission due to the installation of the works is not likely to disturb the peaceful enjoyment of the owner or occupier of another lot;
  - (d) obtain all necessary approvals from any authorities and provide a copy to the Owners Corporation;
  - (e) provide the Owners Corporation's nominated representative(s) access to inspect the lot within forty-eight (48) hours of any request from the Owners Corporation; and
  - (f) obtain approval for the works from the Owners Corporation.
6. Whilst the works are in progress each owner must;
  - (a) use duly licensed employees, contractors or agents to conduct the works and supply their contact details before each of them commences their work;
  - (b) ensure that the works are conducted in a proper and workmanlike manner;
  - (c) use reasonable endeavours to cause as little disruption as possible;
  - (d) perform the works during times reasonably approved by the Owners Corporation;
  - (e) perform the works within a period of one (1) month from their commencement or such other period as reasonably approved by the Owners Corporation;
  - (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
  - (g) protect all affected areas of the building outside the lot from damage relating to the works or the transportation of construction materials, equipment and debris;
  - (h) ensure that the works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the owners must rectify that interference or damage within a reasonable period of time;
  - (i) indemnify the Owners Corporation against any costs or losses associated with the installation of the works excluding any liability under Section 65(6) of the Strata Schemes Management Act 1996;

- (j) provide the Owners Corporation's representative(s) access to inspect the lot within twenty-four (24) hours of any request from the Owners Corporation (for clarity more than one (1) inspection may be required); and
  - (k) not vary the works without first obtaining the consent in writing from the Owners Corporation.
7. After the works have been completed each owner must without unreasonable delay:
- (a) notify the Owners Corporation that the works have been completed;
  - (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the works and not permitted by this by-law have been rectified;
  - (c) provide the Owners Corporation with a copy of any certificate or certification required by an authority to approve the works;
  - (d) provide the Owners Corporation with certification from a suitable qualified engineer approved by the Owners Corporation that the works or works required to rectify any damage to lot or common property have been completed in accordance with the terms and conditions of this by-law;
  - (e) provide the Owners Corporation with certification from a suitable qualified acoustic engineer showing that the noise transmission due to the installation of the works is not likely to disturb the peaceful enjoyment of the owner or occupier of another lot;
  - (f) provide the Owners Corporation's nominated representative(s) access to inspect the lot within forty-eight (48) hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law; and
  - (g) the Owners Corporation's right to access the lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (f) immediately above have been complied with.
8. Each owner:
- (a) must maintain and upkeep the works;
  - (b) must maintain and upkeep the special privilege area;
  - (c) remains liable for any damage to lot or common property arising out of the works;
  - (d) must make good any damage to lot or common property arising out of the works;
  - (e) must indemnify the Owners Corporation against any costs or losses arising out of the works excluding any liability under Section 65(6) of the Strata Schemes Management Act 1996 in respect of the property of the owner.

#### **SPECIAL BY-LAW NO 10 - OVERCROWDING AND SHORT TERM ACCOMMODATION**

##### **1. Introduction**

1.1 Maestri Towers is a mixed use strata title building including apartments, commercial premises and communal facilities such as a swimming pool and gymnasium.

1.2 Some of the apartments in Maestri Towers have become overcrowded including due to short-term accommodation.

1.3 The owners corporation is concerned about the many adverse impacts of overcrowding on Maestri Towers and owners, occupiers, tenants, and their guests. These include reduced levels of fire safety and security and additional strain placed on common services in Maestri Towers which are not designed to support overuse.

1.4 The objects of this by-law are to:

- (a) prohibit overcrowding of apartments in Maestri Towers;
- (b) prohibit the use of apartments in Maestri Towers for short-term accommodation;
- (c) eliminate or reduce the detrimental impacts of overcrowding of apartments and short-term accommodation; and
- (d) assist the owners corporation administer and manage Maestri Towers for the benefit of the owners.

1.5 This by-law is made under sections 43 and 47 of the Strata Act for the purposes of safety and security, addressing matters appropriate to Maestri Towers and the control, management, administration, use or enjoyment of the apartments and common property in Maestri Towers.

## **2. Definitions and Interpretation**

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

2.1.1 "agreement" includes a lease, residential tenancy agreement, sub-lease, licence, sub-licence, arrangement or understanding;

2.1.2 "apartment" means a residential lot in Maestri Towers;

2.1.3 "authority" means the Council of the City of Sydney and any other government, semi-government, statutory, public or other authority having any jurisdiction over Maestri Towers;

2.1.4 "bedroom" means a bona fide bedroom in an apartment and does not include a balcony, an enclosed balcony, a partitioned room, a study, a sunroom, a lounge or dining area, a kitchen, a hallway, a laundry, a bathroom or a lavatory;

2.1.5 "building manager" means the building manager for Maestri Towers engaged by the owners corporation from time to time;

2.1.6 "common property" means the common property in Maestri Towers;

2.1.7 "common services" includes any services supplying electricity, gas or water to an apartment or which permit the disposal of sewage or waste from an apartment;

2.1.8 "communal bathrooms" means the bathrooms, showers and toilets adjacent to the swimming pool and gymnasium of Maestri Towers;

2.1.9 "Maestri Towers" means the mixed used strata scheme based on Strata Plan No. 67246 and subdivisions thereof and containing the building known as Maestri Towers located at 298 Sussex Street, Sydney;

2.1.10 "maximum number of persons" means up to two persons per bedroom;

2.1.11 "occupier" means a person in occupation of an apartment (and in the case of a person who is in occupation of an apartment pursuant to an agreement includes a tenant);

2.1.12 "owner" means a person who is the owner of an apartment (and in the case of a person who owns and resides in an apartment includes an occupier);

2.1.13 "owners corporation" means The Owners - Strata Plan No. 67246;

2.1.14 "partitioned room" means a room in an apartment created by partitioning or internal walls erected after completion of construction of Maestri Towers and without the approval of the owners corporation;

2.1.15 "residential accommodation" means an apartment that is used predominantly as a place of residence;

2.1.16 "short-term accommodation" means accommodation that is provided to the same person for not more than three (3) consecutive months;

2.1.17 "Strata Act" means the Strata Schemes Management Act 1996;

2.1.18 "tenant" means a person who is entitled to occupy an apartment pursuant to an agreement (and includes a person who is entitled to occupy, but is not in occupation of, an apartment such as a sub-lessor); and

2.1.19 "you" means an owner, occupier and tenant.

2.2 In this by-law:

2.2.1 headings have been inserted for guidance only and do not affect the interpretation of the by-law;

2.2.2 section 1 headed "Introduction" shall be taken into account in the interpretation of this by-law;

2.2.3 references to any statutory provisions include any statutory provisions amending, consolidating or replacing them, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;

2.2.4 words importing the singular number include the plural and vice versa;

2.2.5 words importing the masculine, feminine or neuter gender include both of the other two genders;

2.2.6 the words "include", "includes" and "including" are not words of limitation;

2.2.7 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;

2.2.8 any expression used in this by-law and which is defined in the Strata Act will have the same meaning as that expression has in that Act unless that word is defined in this by-law or a contrary

intention is otherwise expressed in this by-law;

2.2.9 the provisions of this by-law apply only to the extent permitted by law;

2.2.10 any provision of this by-law which is illegal, invalid or unenforceable shall be severed from this by-law and the remaining parts of this by-law shall remain in effect; and

2.2.11 if there is any inconsistency between this by-law and any other by-law for Maestri Towers, the provisions of this by-law will prevail to the extent of that inconsistency.

### **3. Prohibiting Overcrowding**

3.1 You must ensure that your apartment is not occupied by more than the maximum number of persons.

**Note:** For example, if your apartment contains two bedrooms, you must not permit more than four persons to occupy your apartment.

3.2 You must not install or keep a partitioned room in your apartment.

3.3 You must not:

(a) alter the layout of your apartment; or

(b) carry out any alterations or additions to your apartment;

so as to allow your apartment to be occupied by more than the maximum number of persons.

3.4 You must not arrange or increase the number of the beds in your apartment so as to allow your apartment to be occupied by more than the maximum number of persons.

3.5 You must not alter or add to common services so as to allow your apartment to be occupied by more than the maximum number of persons.

### **4. Prohibiting Illegal Uses, Non-Residential and Short-Term Accommodation**

4.1 You must ensure that your apartment is not used for any purpose that is prohibited by law.

4.2 You must ensure that your apartment is not used for any purpose that requires approval or authorisation of an authority or under any law without that approval or authorisation.

4.3 You must ensure that your apartment is not used for any purpose other than residential accommodation.

4.4 You must ensure that your apartment is not used for short-term accommodation including by backpackers, tourists, students or people on temporary work visas for short-term accommodation.

4.5 You must ensure that your apartment is not advertised or promoted for use for short-term accommodation or for use by backpackers, tourists, students or people on temporary work visas for short-term accommodation.

4.6 You must ensure that your apartment is not used for any commercial purpose including but not limited to backpackers accommodation or a boarding house or a guest house. You may rent out your apartment as long as it is pursuant to the Residential Tenancies Act 2010 (NSW) and is compliant with the City of Sydney Council's requirements and any other regulatory requirements.



4.7 You must ensure that your apartment is not advertised or promoted for use for any commercial purpose including but not limited to backpackers accommodation or a boarding house or a guest house. You may advertise to rent out your apartment as long as it will be leased out pursuant to the Residential Tenancies Act 2010 (NSW) and the use is in compliance with the City of Sydney Council's requirements and any other regulatory requirements.

4.8 If you grant a lease, sub-lease, licence, sub-licence, or for any reason grant to any person or entity the right to occupy the whole or part of an apartment in the capacity of a landlord as defined by Section 3 of the Residential Tenancies Act 2010 (NSW), then such occupation must:

(a) be subject to a Residential Tenancy Agreement as defined by Section 13 of the Residential Tenancies Act 2010 (NSW);

(b) the Residential Tenancy Agreement must be in writing as required by Section 14 of the Residential Tenancies Act 2010 (NSW); and

(c) such occupation must not be for a period of less than three (3) consecutive calendar months.

#### 5. Notifying Apartment Leases and Occupants

5.1 If you are an owner and you permit your apartment to be occupied by another person or entity, where the occupation is not genuinely for free to the occupier (taking into account, without limitation, any indirect payments and/or payments by third parties, then you must give the owners corporation:

(a) the names of the persons who occupy your apartment within 14 days after those persons begin occupying the apartment; and

(b) a copy of any agreement pursuant to which those persons occupy your apartment within 14 days after the commencement of the agreement.

5.2 If you are a tenant and you permit your apartment to be occupied by any other person or entity, where the occupation is not genuinely for free to the occupier (taking into account, without limitation, any indirect payments and/or payments by third parties, then you must give the owners corporation:

(a) the names of the persons who occupy your apartment within 14 days after those persons begin occupying the apartment; and

(b) a copy of any agreement (for example, a sub-lease) pursuant to which those persons occupy your apartment within 14 days after the commencement of the agreement.

5.3 If you are an owner and your tenant permits your apartment to be occupied by any other person or entity, you must promptly give the owners corporation the information and documents referred to in clause 5.2 if your tenant does not do so, within 14 days of you being requested to by the owners corporation.

5.4 If you are a tenant, you must give the owner of your apartment sufficient information and documents within 14 days of being requested to by the owner to enable the owner to provide the owners corporation the information and documents required under clause 5.3.

5.5 You must ensure that any information you give or are required to give the owners corporation under this by-law is kept current and up to date.

Any such agreement shall incorporate any or all of the following:

- (a) Access control systems to the external doors of the buildings;
  - (b) Closed circuit video surveillance systems in such common property areas of the buildings and the land as the Executive Committee, acting reasonably, considers appropriate from time to time;
  - (c) Audio intercom systems between the front doors and the lots and any other area of the buildings, the land, or common property which the Executive Committee, acting reasonably, considers appropriate; and
  - (d) Installation and upgrading from time to time of security doors to prevent unauthorised access to the building, and the authority in this by-law includes the installation, connection, and maintenance of all necessary electrical and telecommunications and other cabling and conduit (however described) required for the effective operation and monitoring of the security systems installed from time to time in the building which the Executive Committee considers reasonable and necessary from time to time in order to protect the security of the building and its occupants.
- (3) Owners and occupiers must keep security keys, key cards and remote access devices for the buildings safe and secure by, among other things:
- (a) ensuring that such key, card and/or device is not given to any person unless written approval is obtained from the executive committee or a delegate of the Executive Committee;
  - (b) ensuring that, without the prior written approval of the Executive Committee, no duplicate of the key, card and/or device is made; and
  - (c) not disposing of the key, card and/or device otherwise than by delivering it/them to the Executive Committee or a delegate of the Executive Committee.
- (d) Notwithstanding sub-clause (9) hereof, if any owner or occupier does not comply with this sub-clause in any respect then the Executive Committee or a delegate of the Executive Committee may immediately de-activate the key, card and/or device and may charge a fee not exceeding \$250 to re-activate or re-instate the key, card and/or device.
- (e) Any action taken by the Executive Committee or delegate pursuant to this sub-clause for a Breach does not preclude the Owners' Corporation or Executive Committee or delegate from seeking any other remedy for any breach.
- (4) When an owner or occupier is moving any furniture or other heavy or large objects (or permitting or arranging for furniture or such objects to be moved) through or upon the common property, the owner or occupier must not prevent any security or perimeter door to the buildings from closing unless a responsible adult attends at that door at all times while it remains open to prevent the unauthorised entry of persons upon the common property through that door.
- (5) The Owners Corporation must maintain a register of all security keys, cards or devices listing the name of the owner or occupier to whom the key, card or device is issued, the lot number, an address for service of notices if different from the lot number, the identifying mark or number of the key, card or device and the date on which the key, card or device is given to the owner or occupier.

(6) The security key register referred to in the previous clause may be maintained by the Executive Committee or a delegate of the Executive Committee on behalf of the Owners Corporation.

(7) The Owners Corporation, building manager, Security Entity or the strata managing agent (or any person employed by any of them) must not give any security key, card or access device to any person who is not an owner of a lot without the written authority of the owner of the lot (which may be given by a letting or management agent on behalf of the owner) or pursuant to a resolution of the Executive Committee.

(8) The restriction in the preceding clause of this by-law does not apply to security keys, cards or access devices properly given to and in the possession of the building manager, security personnel, cleaners and other persons assisting the Owners Corporation in the performance of its functions.

(9) The Owners Corporation may charge a non-refundable fee for a security key, card or access device not exceeding \$100 for each key, card or device to be paid by an owner or occupier before giving that owner or occupier a security key, card or device.

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