

## HYDE PARK TOWERS –STRATA PLAN 50530

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***This by-law 1 was registered in September 2015 and is additional to the Regulation By-laws***

**By-law 1 - Interpretation**

1.1 In these by-laws, unless a contrary intention appears:

“**Act**” means the Strata Schemes Management Act 1996.

“**Building**” means the building and common property of the Strata Plan comprising Hyde Park Towers.

“**Building Manager**” means the person appointed, or to be appointed by the Owners Corporation under by-law 22 to assist managing the Building, or his authorised representative.

“**Concierge Manager**” means Premier Concierge Services Australia Pty Limited or their successors or assigns.

“**Garbage Chute Room**” means the garbage chute room on each residential level of the Building.

“**Garbage Room**” means those parts of the common property designated as such from to time by the owners corporation.

“**Governmental Agency**” means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

“**Hyde Park Towers**” means the Building.

“**Lot**” means a lot in the Strata Plan.

“**Property Manager**” means the person acting as agent for an owner or occupier of a Lot in respect of the lawful leasing and sub-leasing of that Lot according to the by-laws;

“**Registered Bicycle**” means a bicycle that belongs to an occupier or resident-owner that displays an authorised permit affixed clearly to its frame (and which will be provided by the Building Manager free of charge on application including a photograph of the bicycle.)

“**Security Key**” means a key, magnetic card or other device used to open and close doors, gates or locks or operate alarms, security systems or communication system in the Building.

**“Strata Managing Agent”** means the person appointed by the owners corporation as its strata managing agent under Section 27 of the Act and, in the absence of a strata managing agent, the secretary of the Owners Corporation.

**“Strata Plan”** means Strata Plan No. 50530.

**“You”** or **“your”** means an owner or an occupier of a Lot unless otherwise indicated.

**“2015 Act”** means the Strata Schemes Management Act 2015

1.2 In these by-laws, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of the by-laws;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other owners corporation and any Governmental Agency;
- (e) a reference to a person includes reference to the person’s executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and assigns;
- (f) a reference to any thing includes a party of that thing;
- (g) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws, varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute.
- (h) “include” or “including” and any variation of those words are not words of limitation; and
- (i) any words defined in the Act or 2015 Act appearing in this document have the same meaning as they do in the Act or 2015 Act unless otherwise indicated or defined.
- (j) Notes preceding or following by-laws do not form part of the by-laws.

***This by-law 2 was registered in September 2015 and replaces By-law 1 in the Strata Schemes Management Regulation 2016 By-laws (“Regulation By-laws”).***

**By-Law 2 - Behaviour -registered owners and occupiers**

- 2.1 You must not:
- (a) create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another Lot or of any person lawfully using common property; or
  - (b) obstruct lawful use of common property by any person.
- 2.2 When on common property or on any part of a Lot so as to be visible or audible from another Lot or from common property you 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.
- 2.3 You must not permit any child under your control or your invitees’ control
- (a) to play on any area of common property unless accompanied by an adult; or
  - (b) to remain on any area of common property comprising an area of possible danger or hazard to children.
- 2.4 You must not
- (a) ignite cigarettes, cigars or pipes or any aromatic substance whilst on common property or any balcony of any Lot; and
  - (b) consume alcohol whilst on common property.
- 2.5 You must not allow the emission from your Lot any odours which by reason of their nature, the frequency of their occurrence or for any other reason, are likely to disturb another owner or occupier in the peaceful enjoyment of their Lot or the common property.
- 2.6 You must not throw anything including but not limited to cigarettes, matches or cigars nor permit anything to fall or drop from the balcony of your Lot or from the common property.

***This by-law 3 was registered in September 2015 and is additional to the Regulation By-laws.***

**By-Law 3 - Compliance with By-laws**

- 3.1 You must take all reasonable steps to ensure that your invitees comply with these by-laws as though they were an owner or occupier of the Lot. If your invitee does not

comply with these by-laws you must take all reasonable steps to ensure that your invitee immediately leaves Hyde Park Towers.

- 3.2 If you lease or license your Lot you must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee and any sub-lessee comply with these by-laws as though they were an owner or occupier of the Lot.
- 3.3 You must not permit your invitees to remain on the common property unsupervised except to the extent reasonably necessary for coming and going from the Building.

***This by-law 4 was registered in September 2015 and is additional to the Regulation By-laws.***

**By-Law 4 - Compliance with Laws**

- 4.1 You must at your own expense promptly comply with all laws relating to your Lot including any requirements, notices and orders of any Governmental Agency.
- 4.2 You must not use the Lot for any purpose that may damage the good reputation of Hyde Park Towers.
- 4.3 You must comply with laws, rules and regulations relating to the Building made by any Governmental Agency or body including all zoning laws made by the City of Sydney.
- 4.4 You must permit the Building Manager to enter your Lot, if he reasonably suspects non-compliance with this by-law.
- 4.5 You must indemnify the owners corporation against all claims, or loss it incurs, resulting from non-compliance with this by-law and non-compliance with requirements, notices and orders of any Governmental Agency. *This by-law 5 was registered in September 2015 and replaces By-law 11 in the Regulation By-laws*

***This by-law 5 was registered in September 2015 and replaces By-law 11 in the Regulation By-laws***

**By-Law 5 - Condition of Lot**

- 5.1 You must keep clean the Lot and all glass in windows and doors as is common property and which service the Lot (and which you can safely access).
- 5.2 You must keep clean the visible surface of the exhaust outlet covers in your kitchen, laundry and bathrooms.

***This by-law 6 was registered in September 2015 and replaces By-law 17 in the Regulation By-laws***

**By-Law 6 - Appearance of a Lot**

- 6.1 You must not maintain inside the Lot including the balcony of a Lot anything visible from outside the Lot that when viewed from outside the Lot is not in keeping with the rest of the Building. For clarity you must not hang or store any washing, towels, bedding or clothing on your balcony or from any window.
- 6.2 You must not install, maintain or permit to remain on your balcony:
- (a) any balcony furniture or plants:
    - i. not designed for the purpose of outdoor living;
    - ii. of a bulk and scale unsuitable for the limited space or which are likely to impede passage during an emergency; or
    - iii. that have become diseased or distressed (in the case of plants), worn, dilapidated or unsightly (in all cases and in the executive committee's reasonable opinion); or
  - (b) any bicycle, tricycle, or parts of such equipment; and/or
  - (c) any camp cooking equipment; and
  - (d) any oil, combustible substance or accelerant of any type.
- 6.3 You must not:
- (a) operate or permit to be operated in the Building any device or electronic equipment so as to interfere with any domestic appliance lawfully in use on the common property, another Lot or another part of the Building;
  - (b) without the prior written consent of the owners corporation attach to or hang from the exterior of the Building any aerial, satellite dish or receiver or any security device or wires.

***This by-law 7 was registered in September 2015 and is a replacement for By-law 5 in the Regulation By-laws.***

**By-Law 7 - Damage to Common Property**

- 7.1 You must not permit to be brought into the Building any heavy article that might cause structural damage to the Building.
- 7.2 You must not do anything to damage or deface common property.
- 7.3 You must not interfere with any personal property vested in the owners corporation.
- 7.4 You must not interfere with the operation of any equipment installed in the common property including lifts.

- 7.5 You must not store any motorised scooter, bicycle or bicycle frame nor permit others to bring any motorised scooter, bicycle or bicycle frame into residential Lots or onto balconies.

***This by-law 8 was registered in September 2015 and replaces by-law 13 in the Regulation By-laws.***

**By-Law 8 - Moving – Furniture and Goods**

- 8.1 You must not move any article likely to cause damage or obstruction through common property without first giving the Concierge Manager at least 24 hours' notice to enable the Concierge Manager to arrange for a representative of the owners corporation to be present if he considers it necessary.
- 8.2 You may only move articles contemplated in this by-law in accordance with directions of Building Manager and only between the hours of 9.30pm and 3.30pm Monday to Saturday, 9.00am and 4.00pm Sunday and Public Holidays or other hours as permitted from time to time.
- 8.3 If you need to continually or repeatedly use the lift to transport furniture and goods on any given day because you are moving in or out of Hyde Park Towers or for any other reason, the owners corporation grants you a licence to so use the lift on all the conditions as contained in the licence available from the Building Manager or a fee of \$50.00 plus GST for each day you do so; such licence fee to be paid in advance.
- 8.4 When you are moving in or out of the Building a refundable bond of \$200.00 must first be paid to the Concierge Manager and it will be:
- (a) held by the owners corporation for the duration of the process; and
  - (b) applied towards the rectification of any damage to any part of the common property; to additional cleaning costs of any common property required as a result of the activities and towards any security arrangements which may be necessary; and
  - (c) -within 48 hours of you permanently vacating the Building - and in the case where you are the occupier but not the owner, when the Security Key has been returned to the Building Manager or Property Manager - refunded in whole or, if any part is applied pursuant to this by-law, then only as to the balance.

***This by-law 9 was registered in September 2015 and is additional to the Regulation By-laws.***

**By-Law 9 - Security of common property**

- 9.1 You must not do or permit anything which may prejudice the security or safety of the Building and, in particular, must ensure that you and your visitors do not permit fire and security doors including front entry doors to Lots to be kept or propped open.
- 9.2 You must take care when entering the Building to ensure non-residents do not follow you in through the main entry door, the internal foyer door or the car park door and into the lifts.

***This by-law 10 was registered in September 2015 and is additional to the Regulation By-laws.***

**By-Law 10 - Notification of defects**

10. You must promptly notify the Building Manager or Strata Managing Agent when you become aware of any damage to or defect in the common property or any personal property vested in the owners corporation.

***This by-law 11 was registered in September 2015 and is additional to the Regulation By-laws.***

**By-Law 11 - Compensation to Owners Corporation**

- 11.1 If you or your visitors, agents, contractors, tradespersons or your invitees damage any common property you will be responsible for all costs associated with loss suffered by the owners corporation and the repair and rectification of the damage.
- 11.2 If you are the Lot owner and not the occupier then the owners corporation will recover its cost from you as a debt due and owing to the owners corporation under section 80 of the Act if your occupier fails to compensate the owners corporation or compensate it adequately under this by-law.
- 11.3 You must indemnify the owners corporation from and against all claims, demands, and liabilities of any kind which may arise in respect of damage to any property arising out of the exercise of its rights under this by-law.

***This by-law 12 was registered in September 2015 and is additional to the Regulation By-laws.***

**By-Law 12 - Restricted use of the common property**

- 12.1 For the preservation of the safety of the Building from fire or other hazard and for the security of Hyde Park Towers generally, the owners corporation may:



- (a) close off or restrict by means of Security Key access to any part of the common property not required for access to a Lot on either a temporary or permanent basis;
  - (b) permit, to the exclusion of owners and occupiers of Lots, any part of the common property to be used by any security person as a means of monitoring the security of the Building; and
  - (c) restrict by means of Security Key, your access to residential levels of the Building in which you do not occupy a Lot.
- 12.2 The owners corporation may make rules and regulations from time to time relating to improving the security of the Building and you must comply with those rules and regulations.

***This by-law 13 was registered in September 2015 and is additional to the Regulation By-laws.***

**By-Law 13 - Security Keys**

- 13.1 If the owners corporation restricts your access under by-law 12, then it may make available to owners the number of Security Keys as the owners corporation considers necessary. The owners corporation may charge a fee for any additional or replacement Security Key required.
- 13.2 If you own a Lot you must exercise a high degree of caution and responsibility in making a Security Key available for use by your occupiers and must take all reasonable steps (including an appropriate agreement in any lease or licence of your Lot) to ensure return of the Security Key to you or the owners corporation when the occupiers vacate your Lot.
- 13.3 When your occupiers vacate your Lot, the Security Key associated with your Lot will be de-activated for security reasons. You must ensure your incoming occupiers or you register your new occupiers with the Building Manager as required in order to obtain an active Security Key. If you own a Lot you must ensure that your lease contains a copy of these by-laws and that your Property Manager is aware that Security Keys will be de-activated from time to time in accordance with this by-law.
- 13.4(a) If you possess a Security Key you must not duplicate or permit it to be duplicated and must take all reasonable steps to ensure that the Security Key is not lost or handed to any person other than another owner or occupier and is not disposed of otherwise than by returning it to the relevant owner or the Building Manager or the Property Manager (where applicable).

(b) For clarity, if any Security Key is duplicated, it is an unauthorised use of that Security Key and you must:

- i. accept liability for any loss incurred, and
- ii. indemnify the owners corporation from all claims, loss and damage it incurs by reason of the unauthorised duplicate Security Key.

13.5 You must promptly notify the owners corporation if a Security Key is lost or destroyed and must ensure your lessees, licensees and sub-lessees do so if you are not the occupier of your Lot.

13.6 If you own a Lot you must promptly notify the owners corporation of changes in tenancy or occupancy of your Lot.

13.7 You must indemnify the owners corporation and its agents against all claims, losses, or proceedings in respect of any loss or damage to the common property or any person or any Lot property arising from the operation of this by-law and the activation and de-activation of Security Keys pursuant to it.

***This by-law 14 was registered in September 2015 and replaces By-law 14 in the Regulation By-laws***

**By-Law 14 - Garbage**

14.1 You must not deposit or throw on the common property any garbage except in a receptacle or area specifically provided for that purpose.

14.2 You must:

- (a) drain and securely wrap all your household garbage (excepting items dealt with separately in this by-law) and slide it down your designated garbage chute;
- (b) recycle your garbage according to the owners corporation's and City of Sydney's instructions,
- (c) drain and clean bottles and glass jars and make sure they are not broken;
- (d) contact the Building Manager to arrange removal of large articles of garbage, (including unwanted furniture), recyclable materials or liquids which are poisonous or possibly dangerous to the environment as soon as you are planning to dispose of such items;
- (e) promptly remove anything which you may have spilled in common property space and immediately notify the Building Manager of the nature and location of the spillage; and

- (f) reimburse the owners corporation for any cost it incurs for specialist cleaning services which may be necessary to clean spillage on common property caused by you, your visitors, contractors or other invitees.

14.3 You must not:

- (a) leave garbage on common property or in the garbage chute room except in the Garbage Room and as authorised under this by-law;
- (b) put bottles or glass in the garbage chute;
- (c) put liquids in the garbage chute;
- (d) put items such as broom and mop handles, coat hangers or umbrellas or which weigh more than 2.5 kilograms in the garbage chute;
- (e) put boxes or large items in the garbage chute that might block it;
- (f) put dust in the garbage chute (e.g. vacuum cleaner bags) as this can set off the fire alarm. Vacuum cleaner dust bags must be placed inside sealed plastic bags;  
or
- (g) put garden waste or clippings in the garbage chute room.

14.4 The owners corporation from time to time may make rules and regulations concerning garbage and you must comply with those rules and regulations.

***This by-law 15 was registered in September 2015 and replaces By-law 12 in the Regulation By-laws***

**By-Law 15 - Storage of flammable liquids**

15. In addition to and subject to your obligations under by-law 6.2, you must not use or store on a Lot or on common property any flammable chemical, liquid, gas or other material other than chemicals, liquids, gases or other material used or intended to be used in connection with the permitted use of the Lot and then only in domestic quantities.

***This by-law 16 was registered in September 2015 and replaces By-law 19 in the Regulation By-laws***

**By-Law 16 - Insurance Policies**

16. You must not without the prior written consent of the owners corporation do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the owners corporation.

***This by-law 17 was registered in September 2015 and is additional to the Regulation By-laws.***

**By-Law 17 – Signs**

17. You must not without the prior written consent of the owners corporation and all necessary consents of Governmental Agencies concerned with signage affix or exhibit any sign, light, advertisement, name or notice to or on any part of the Building unless it is inside the Lot and remains non visible from outside the Lot.

***This by-law 18 was registered in September 2015 and replaces By-law 16 in the Regulation By-laws***

**By-Law 18 – Keeping Animals**

- 18.1 Subject to section 49(4) of the Act, you must not keep any animal (except a cat, small dog [maximum 12Kg when fully grown] or small caged bird or fish kept in a secure aquarium on the Lot) on the Lot or the common property.
- 18.2 If you keep a permitted cat, small dog or small caged bird on the Lot, then you must:
- (a) notify the owners corporation that the animal is kept on the Lot;
  - (b) keep the animal within the Lot and ensure it does not interfere with the peace and enjoyment of the residents of the Building;
  - (c) carry the animal when it is on the common property; and
  - (d) take all action that is necessary to clean all affected areas of the common property
- 18.3 Where the owners corporation decides in its reasonable opinion that the animal is or becomes offensive, noisy, vicious, a nuisance, heavier than the permitted maximum weight or disturbs other owners or occupiers you must immediately remove it and keep it away permanently from Hyde Park Towers.

***This by-law 19 was registered in September 2015 and is additional to the Regulation By-laws.***

## **By-Law 19 - Fire Control**

In this by-law:

**“Fire safety equipment”** means the heat detection devices, fire and smoke detection devices, water sprinklers, fire alarms and fire proof doors installed in the Lots and common property in accordance with legislative requirements or in the interest of safety at Hyde Park Towers.

**“Call-out”** means the activation of heat, smoke or fire alarms forming Fire safety equipment resulting in the attendance of an authorised contractor or the Fire Brigade to investigate the cause and any consequential attendance by the City of Sydney to investigate the fire safety of Hyde Park Towers.

- 19.1 The owners corporation must take reasonable steps to prevent fires and other hazards at Hyde Park Towers.
- 19.2.1 The owners corporation and you as the owner must, in respect of the Building and your Lot, as appropriate:
- (a) consult with any relevant Governmental Agency as to the appropriate fire alarm and Fire safety equipment for the Building and the Lots; and
  - (b) ensure the provision of all adequate Fire safety equipment in the Building and the Lots to the satisfaction of all relevant Governmental Agencies; and
  - (c) maintain smoke alarms in your Lot (hard wired with battery back up) to the necessary standard to comply with Australian Standards AS 3786, AS 3000 and Building Code of Australia Specification E2.2a (as modified or replaced from time to time).
- 19.2.2 If the owners corporation or its Building Manager notifies you as the owner in writing of a change in the Australian Standards or Building Code of Australia Specifications in respect of smoke alarms which renders your existing smoke alarm inadequate or below such standards and specifications then you must replace your smoke alarm at your cost in accordance with the Building Manager’s reasonable directions.
- 19.3 To enable the owners corporation to fulfil its obligations to Governmental Agencies in respect of fire safety, you authorise the owners corporation by its Building Manager to give the name of the occupiers of your Lot to the City of Sydney fire safety officer should that information be sought in relation to fire safety issues at the Building.
- 19.4.1 You must not:
- (a) use or interfere with any Fire safety equipment anywhere in the Building or the common property except in the case of an emergency; or

- (b) replace any heat or smoke alarm in your Lot with any equipment that is not listed in the CSIRO Scientific Services Laboratory (SSL) register of accredited products; or
- (c) replace any heat or smoke alarm in your Lot with any second-hand, reconditioned or superseded equipment of any description;
- (d) permit your heat or smoke alarm to fall into disrepair or become or remain non-operational; or
- (e) hinder or delay any inspection of your heat or smoke alarm and Fire safety equipment in your Lot on request by the Building Manager; or
- (f) obstruct any fire stairs or fire escape; or
- (g) place any items in the fire stairs or fire escape; or
- (h) do anything to render any heat or smoke alarm ineffective; or
- (i) leave open the fire rated front door of a Lot for any reason.

19.4.2 For the purposes of clause 19.4.1 of this by-law and as the date of this by-law the only accredited products to be installed in your Lot are those registered by the CSIRO Verification Service (Actifire) or any organisation that succeeds this organisation.

19.5 Where Fire safety equipment or human error has triggered an alarm in relation to your Lot and

- a Call-out has occurred;
- it is a false alarm;
- the Fire safety equipment has not malfunctioned

you as the owner must indemnify the owners corporation for any charges (including fines) associated with that Call-out.

19.6 You as the owner remain solely responsible for any fines or penalties imposed on you or your occupier by any relevant Governmental Agency for your failure to comply with its requirements and you must indemnify the owners corporation from all claims, losses, expenses and costs incurred or damage to property or person suffered arising from

- (a) your failure to comply with Governmental Agency requirements and this by-law; and

(b) the exercise of the owners corporation's rights and duties under this by-law and must pay the costs on demand.

- 19.7 The owners corporation may recover the amount payable from the relevant owner as a contribution recoverable under section 80(1) of the Act.

***This by-law 20 was registered in September 2015 and is additional to the Regulation By-laws.***

**By-Law 20 - Consent of Owners Corporation**

20. A consent given by the owners corporation under these by-laws will, if practicable and as far as the law allows, be revocable and may be given subject to conditions including a condition that a further special privilege or exclusive use by-law is required to be proposed and passed before the consent can take effect.

***This by-law 21 was registered in September 2015 and is additional to the Regulation By-laws.***

**By-Law 21 - Complaints and Applications**

21. Any complaint or application to the owners corporation must be addressed in writing to the Strata Managing Agent.

***This by-law 22 was registered in September 2015 and is additional to the Regulation By-laws.***

**By-Law 22 - Management Agreement**

- 22.1 The owners corporation, in addition to the powers and authorities conferred on it by or under the Act and these by-laws, has the power and authority to appoint and enter into an agreement with the Building Manager to provide for the management control and administration of the Building.
- 22.2 At the expiration of the agreement the owners corporation may enter into a further agreement consistent with the terms of this by-law and subject to law.

***This by-law 23 was registered in September 2015 and is additional to the Regulation By-laws.***

**By-Law 23 - Obstruction of Building Manager and Security staff**

23. You must not:
- (a) interfere with or obstruct the Building Manager or security staff from performing duties;

- (b) interfere with or obstruct the Building Manager or security staff from using any part of the common property designated by the owners corporation for such use;
- (c) attempt to instruct the Building Manager, security staff or other employee, servant, agent or contractor of the owners corporation but shall when wishing to do so communicate in writing with the owners corporation (which shall then take such action as it may consider appropriate).

***This by-law 24 was registered in September 2015 and is additional to the Regulation By-laws.***

**By-Law 24 – Curtains and window fittings**

- 24.1 The owners corporation wishes to ensure so far as practicable that backings used in all Lots present a uniform appearance when viewed from outside the Building. You must not hang curtains, blinds or louvres visible from outside the Lot unless those curtains, blinds or louvres have a backing of such colour and design as are in keeping with the external appearance of the Building.
- 24.2 You must not install, renovate and/or replace a curtain, blind or louvres without ensuring the colour and design is in keeping with the external appearance of the Building.

***This by-law 25 was registered in September 2015 and is additional to the Regulation By-laws.***

**By-Law 25 - Gymnasium & Swimming Pool Area**

- 25.1 You must ensure in relation to the use of the swimming pool and gymnasium areas that:
- (a) the swimming pool and gymnasium areas are used by you and your invitees only between the hours of 5am and 11pm seven days a week (“Permitted Hours”).
  - (b) children fourteen (14) years or under use the swimming pool area only if accompanied and supervised by an adult during the Permitted Hours;
  - (c) children fourteen (14) years or under do not use the gymnasium area;
  - (d) running, ball playing, hazardous or inappropriate or offensive activities as determined by owners corporation (acting reasonably) by its Building Manager are not conducted in the swimming pool area;
  - (e) no food or drink is brought into the swimming pool or gymnasium area (other than water and sports drinks in a plastic container);
  - (f) all persons using the swimming pool and gymnasium areas are adequately clothed



(including appropriate foot wear) at all times and topless bathing (by females) is not permitted;

- (g) towels are to be placed on exercise equipment seats and benches at all times during use;
- (h) no items of clothing or towelling or other personal property are left behind in the recreation areas after use;
- (i) no intoxicated or drug- influenced person uses the swimming pool or gymnasium area when travelling between the recreation area and their Lot you and your invitees are fully dressed (including appropriate footwear) at all times; and
- (j) no equipment or property vested in the owners corporation is removed from the areas referred to in this by-law.

25.2 The owners corporation from time to time may make rules and regulations relating to the gymnasium and swimming pool areas and you must comply with those rules and regulations.

25.3 Any person who does not comply with this by-law will be ejected from the recreation area and asked to keep away from the recreation area.

25.4 Any personal property left in the recreation area after use will be held by the Building Manager in a safe place for a period of one (1) month and, if not collected, will be disposed of after that time.

***This by-law 26 was registered in September 2015 and is additional to the Regulation By-laws.***

#### **By-Law 26 – Building Works and Alterations**

In this by-law

“**Bond**” means \$1000 to be paid to the Building Manager and which may be used by the owners corporation in its discretion to repair any damage caused to common property by respective owners or their agents, employees, contractors and as a result of their Minor Renovations and Renovations, Building Work or Alterations;

“**Cosmetic Work**” includes the following:

- (a) installing or replacing hooks, nails or screws for hanging paintings and other things on walls,
- (b) installing or replacing handrails,
- (c) painting,
- (d) filling minor holes and cracks in internal walls,
- (e) laying carpet,

(f) installing or replacing built-in wardrobes,  
 (g) installing or replacing internal blinds and curtains,  
 but does not include such prescribed work where the work:

- i. involves structural changes;
- ii. changes the external appearance of a Lot;
- iii. detrimentally affects the safety of a Lot or common property, including fire safety systems;
- iv. involves waterproofing, or the plumbing or exhaust system of Hyde Park Towers;
- v. involves reconfiguring walls.

**“Minor Renovations”** means:

- (a) renovating a kitchen (which does not involve waterproofing);
- (b) changing recessed light fittings;
- (c) stalling or replacing wood or other hard floors (which does not involve waterproofing);
- (d) installing or replacing wiring or cabling or power or access points;
- (e) work involving configuring walls (which does not involve structural changes);
- (f) installing ceiling insulation (which does not affect the safety of the Lot or the Common Property).

**“Renovations, Building Work or Alterations”** means

- (a) building work in a Lot; and/or
- (b) work to services in a Lot; and/or
- (c) changes to the structure or layout of a Lot; and
- (d) changes to common property (excepting Cosmetic Work).

including all ancillary work.

**“Table”** means the following table presenting The Australian Association of Acoustical Consultants Guideline for Apartment and Townhouse Acoustic Rating recommendations for different floor systems:

TABLE – TYPICAL PERFORMANCE OF FLOOR SYSTEMS AND RECOMMENDED CRITERIA

Floor Covering	Descript	Leve
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	<b>or</b>	<b>I</b>
175 mm concrete slab	$L_{nt,w}$	72
Medium-pile carpet with 10mm thick standard soft foam/felt underlay, 200mm thick concrete slab, suspended ceiling below	$L_{nt,w}$	30-35
Medium-pile carpet with 10mm thick standard soft foam/felt underlay, 200mm thick concrete slab, no ceiling below	$L_{nt,w}$	35-40
Hard floor surface on high-performance acoustic underlay (full floating floor) with suspended ceiling below	$L_{nt,w}$	45
AAAC* 6 Star Rating Floor	$L_{nt,w}$	40
AAAC* 5 Star Rating Floor	$L_{nt,w}$	45
AAAC* 4 Star Rating Floor	$L_{nt,w}$	50
AAAC* 3 Star Rating Floor	$L_{nt,w}$	55
AAAC* 2 Star Rating Floor	$L_{nt,w}$	65
Minimum standard in the Building Code of Australia (BCA) Acoustic Provisions	$L_{nt,w} + CI$	62

\*The Association of Australian Acoustical Consultants (AAAC) has recently published a booklet entitled *Acoustical Star Ratings for Apartments and Townhouses*

26.1. Subject to the law, the conditions of this by-law apply if you are a Lot owner and want to carry out Minor Renovations.

26.1.1 This by-law applies in its entirety if you are a Lot owner and want to carry out Renovations, Building Work or Alterations which:

- affect common property - unless the work is only Cosmetic Work;
- affect common property services or services for the exclusive use of another Lot;
- involve electrical, plumbing or air conditioning services other than maintenance;
- involve jack hammering, brick/paver-laying, concreting, rendering, plastering, tiling or waterproofing; and

- affect the appearance of the Lot when viewed from outside the Lot, from another Lot or from the common property.

26.2 If you are an occupier of a Lot and not the Lot owner, you must not carry out any Minor Renovations or Renovations, Building Work or Alterations.

26.3 If you are a Lot owner, you must not carry out Minor Renovations or Renovations, Building Work or Alterations unless first you:

- (a) submit plans detailing the proposed Minor Renovations and Renovations, Building Work or Alterations (including but not limited to materials, style, design, colour schemes and any other details reasonably required) to the Building Manager at least 21 days before the planned commencement of work, and
  - i. in the case of Minor Renovations, obtain the executive committee's written consent to the proposal; such consent not to be unreasonably withheld;
  - ii. if your Renovations, Building Work or Alterations do not add to or alter common property, obtain the executive committee's written consent to the proposal; such consent not to be unreasonably withheld; or
  - iii. despite the previous sub-clause (a) i and (a) ii. and in addition to your obligations pursuant to By-law 30, if your Minor Renovations include adding to or altering flooring, including the installation of a floating floor, ensure that you install acoustic underlay at that time that is guaranteed to satisfy the recommended criteria in the Table (being the "AAAC\* 5 Star Rating Floor" recommendation of  $L_{nt,w}$  45 in the case of all hard floor surface systems);
  - iv. if your Renovations, Building Work or Alterations include adding to or altering or attaching to common property are not Minor Renovations, first submit and consent to a further special by-law for consideration by the owners corporation covering your maintenance obligations in respect of such work and ensure such further special by-law is passed before you undertake that work; and
- (b) obtain necessary consents from all relevant Government Agencies;
- (c) find out where service lines and pipes are located;
- (d) effect and maintain contractors all works insurance, insurance required under the Home Building Act 1989 (if applicable), workers compensation insurance and public liability insurance of an amount of \$20,000,000.00 in the joint names of the registered owner of the subject Lot and the owners corporation; and

- (e) arrange with the Building Manager
  - i. a nominee who will be responsible for supervising the work and be contactable in emergencies at all times;
  - ii. a suitable time and means by which to access the Building;
  - iii. work hours, work methods and disposal of debris; and
  - iv. all other matters likely to affect other occupiers or servicesand continuously comply (and ensure that contractors and any persons involved in doing the Renovations, Building Work or Alterations comply) with the Building Manager's reasonable requirements and directions; and
- (f) if demanded from the executive committee (acting reasonably), deliver the Bond on demand to the Building Manager.

26.4 Where Renovations, Building Work or Alterations affect or include or (or should affect or include in the executive committee's reasonable opinion) interference with existing waterproofing treatments or additional waterproofing or weatherproofing in your Lot, then without limiting the operation of any other clause in this by-law, you also must

- (a) first submit and consent to a further special by-law for consideration by the owners corporation covering your maintenance obligations in respect of that aspect of the work; and
- (b) ensure such further special by-law is passed before you undertake interference with existing waterproofing treatments or additional waterproofing or weatherproofing in your Lot; even if that means delaying the commencement or completion of the Renovations, Building Work or Alterations.

26.5 When carrying out Cosmetic Work, Minor Renovations or Renovations, Building Work or Alterations approved under this by-law, you must:

- (a) use qualified, reputable and, where appropriate, licensed and insured contractors;
- (b) do the work in a proper manner and, excepting Cosmetic Work, to the owners corporation's and the relevant Governmental Agency's/ies' reasonable satisfaction;
- (c) not damage service lines or pipes or interrupt services to Hyde Park Towers and ensure no building waste of any kind is flushed down drains and that no tools are cleaned in the Lot or on common property;

- (d) not damage or interfere with or alter the integrity of fire rated doors or walls; be liable for and immediately repair any damage caused to common property, the subject Lot, any other Lot or the property of any occupier;
  - (e) comply with all conditions imposed by the Governmental Agency; and
  - (f) comply with all conditions imposed by the owners corporation.
- 26.6 After carrying out Minor Renovations and Renovations, Building Work or Alterations approved under this by-law, and if reasonably requested to do so by the owners corporation; you must:
- (a) within a reasonable time produce written certification that the Minor Renovations and Renovations, Building Work or Alterations have been inspected after completion and that they meet relevant Australian building, engineering, fire and/or acoustic standards for such works and that the structural integrity of the Building has not been compromised by the works; and
  - (b) in the case of flooring including floating floor installation, provide a certificate that the flooring has been inspected after installation and that the acoustic underlay complies with the Five Star Rating (according to the Table); and
  - (c) within the time stipulated, lodge any necessary building alteration plan with the appropriate Governmental Agency.
- 26.7 At all times you must:
- (a) comply with all other by-laws in force for Hyde Park Towers which may apply to the activities contemplated in this by-law; and
  - (b) comply with the 2015 Act, and
  - (c) indemnify the owners corporation from all claims, loss or damage the owners corporation suffers (including legal costs) as a result of the performance, maintenance, repair or replacement of your Cosmetic Work, Minor Renovations and/or Renovations, Building Work or Alterations.
- 26.8 The costs of your Cosmetic Work, Minor Renovations and Renovations, Building Work or Alterations and of compliance with this by-law are your sole responsibility and for the purpose of insurance, your Cosmetic Work, Minor Renovations and Renovations, Building Work or Alterations will remain your fixtures and you should include them in your contents insurance policy.
- 26.9 Where the activities contemplated by this by-law have been or are carried out pursuant to a separate registered exclusive use or special privilege by-law as at the

date of this by-law (**Prior Special By-law**) then the obligations in this by-law will apply to the extent that they are not inconsistent with the rights of that Prior Special By-law.

26.10 Insofar as it may be necessary, the owners corporation specially resolves pursuant to section 106(3) of the 2015 Act that:

- (a) it is inappropriate to maintain, renew, replace or repair the common property immediately affected by the Renovations, Building Work or Alterations; and
- (b) its decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

26.11 If you fail to comply with any obligation of this by-law, the owners corporation may:

- (a) enter any part of the parcel to carry out the necessary work to perform the obligation; and
- (b) recover the costs of carrying out that work from you as a debt, due and payable at the owners corporation's direction and as a contribution according to section 80(1) of the Act and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum until paid or if the regulations provide for another rate, that other rate and the interest will form part of that debt.

26.12 The owners corporation has the following additional powers and authority:

- (a) the power to specially resolve under section 108 of the 2015 Act to permit additions and alterations and installations to common property contemplated in this by-law;
- (b) the power to impose conditions on Renovations, Building Work or Alterations; and
- (c) the authority to invoke the remedy contained in clause 26.11.

***This by-law 27 was registered in September 2015 and is additional to the Regulation By-laws.***

### **By-Law 27 – Letting and Planning Compliance**

In this by-law

**“Boarding House” means** a Lot which

- (a) is used for tourist or visitor accommodation and the tenants or sub-tenants are not subject to a residential tenancy agreement in accordance with the *Residential Tenancy Act 2010*; and/or

- (b) is subject to any residential tenancy agreement that does not cover the entire unit but is limited to part of the Lot (so that bedrooms are let on a room by room basis, for example); and
- (c) the Lot is occupied by a group of unrelated persons.

**“Long term sleeping accommodation”** means accommodation provided to the same person or persons for a period of more than twenty eight (28) consecutive days, or that is the subject of an agreement for its provision to the same person or persons for a period of more than twenty eight (28) consecutive days.

**“Maximum Number”** means

- In the case of a Lot with one (1) authorised bedroom; up to two (2) adults at any one time;
- In the case of a Lot with two (2) authorised bedrooms; up to four (4) adults at any one time; and
- In the case of a Lot with three (3) authorised bedrooms; up to six (6) adults at any one time.

27.1 The owners corporation is concerned that unrestricted numbers of residents in some Lots

- (a) is placing extra strain on common services, compromising fire safety services designed and installed in the Building and posing a greater security risk to the Building;
- (b) is in contravention of Regulation 46 of the Public Health (General) Regulation 2012 (a copy of which is annexed to this by-law);
- (c) characterises Hyde Park Towers as a Boarding House instead of a residential building; and
- (d) constitutes overcrowding which may void or nullify the Building’s insurance policies and the payout of certain insurance claims.

27.2 The common property services in Hyde Park Towers does not accommodate more persons than the configurations of the Lots intended. The owners corporation proposes this by-law in the interests of properly discharging its duty to manage and control the use of the common property.



- 27.3 Subject to the law and in addition to prohibitions and obligations imposed in other by-laws for the strata scheme, you must not and must not permit any other person to:
- (a) allow, condone or suffer Long Term Sleeping Accommodation in your Lot by more than the Maximum Number;
  - (b) alter or interfere with common property services, conduits, pipes and cables in the Building;
  - (c) expose Hyde Park Towers to claims that part of it is being operated as a Boarding House; and
  - (d) install partitions or dividers of any type within Lots in an attempt to create more rooms or separate rooms to accommodate more than the Maximum Number without the owners corporation's prior written consent (such consent to be given or withheld in the owners corporation's reasonable discretion.)
- 27.4 You will be liable for any damage to the common property caused by your breach of this by-law.
- 27.5 You must indemnify the owners corporation against any claim, action, demand or expense incurred in relation to
- (a) overcrowding in excess of the permitted Maximum Number in your Lot in breach of this by-law; and
  - (b) inspections, fines, legal action by or on behalf of any Governmental Agency investigating Boarding House operations; and
  - (c) increased insurance premiums as a result of a breach of this by-law;
  - (d) the exercise of its rights under this by-law; and
  - (e) enforcement of this by-law.
- 27.6 This by-law confers on the owners corporation the following additional functions, powers, authorities and duties:
- (a) the power to prohibit you from permitting more than the Maximum Number to reside in any Lot;
  - (b) where any owner or occupier does not comply with this by-law (in the executive committee's reasonable opinion), the authority to enter any part of Hyde Park Towers to carry out the necessary investigation to confirm that opinion;
  - (c) the power to engage in whatever legal action may be necessary or desirable to stop the breach of this by-law; and

- (d) the authority to recover the costs of carrying out the activities referred to in sub-clauses (b) and (c) of this clause from the respective owner as a levy debt, due and payable at the owners corporation's direction and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum or, if the regulations provide for another rate, that other rate, until paid and the interest will form part of that debt.

***This by-law 28 was registered in September 2015 and is additional to the Regulation By-laws.***

**By-Law 28 – No Short Term Letting**

- 28.1 Hyde Park Towers is “Residential Accommodation” as defined in *Sydney Local Environmental Plan 2005*. For the purposes of this by-law, “Residential Accommodation” does not include serviced apartments and some other forms of accommodation, including “airbnb” or other sharing accommodation models.
- 28.2 For the purposes of this by-law, “Short Term Letting” means any arrangement
  - (a) to let your Lot for a period of less than three (3) calendar months pursuant to a lease, sub-lease, tenancy agreement, licence, sub-licence, understanding or contract of any kind; and
  - (b) to permit, in return for some form of payment to you or your occupier or some other person or entity, a person or persons to stay in your Lot for more than one day but less than three(3) calendar months pursuant to a lease, sub-lease, tenancy agreement, licence, sub-licence, understanding or contract of any kind.
- 28.3 For the purposes of this by-law, “Boarding House” means a Lot which
  - (a) is used for tourist or visitor accommodation and the tenants or sub-tenants are not subject to a residential tenancy agreement in accordance with the *Residential Tenancy Act 2010*; and/or
  - (b) is subject to any residential tenancy agreement that does not cover the entire unit but is limited to part of the Lot (so that bedrooms are let on a room by room basis, for example) ; and
  - (c) the Lot is occupied by a group of unrelated persons.
- 28.4 If you are an owner you must not permit your Lot to be used for
  - (a) Short Term Letting; and/or
  - (b) Boarding House accommodation; and

- (c) any purpose other than Residential Accommodation.
- 28.5 If you are an owner you must ensure your tenants and/or sub-tenants do not enter into any arrangements to use your Lot for
- (a) Short Term Letting; and/or
  - (b) Boarding House accommodation; and
  - (c) any purpose other than Residential Accommodation.
- 28.6 If you are an owner who agrees to a lease, sub-lease, licence, sub-licence, or contract of any kind in respect of your Lot, you must:
- (a) ensure the arrangement is one which results in the ultimate occupiers residing in the Lot exclusively for at least three (3) calendar months;
  - (b) inform the executive committee by its Building Manager of your agreement at the commencement of the agreement; and
  - (c) deliver an executed copy of the “Sub-tenancy Agreement”, being a document:
    - i. which is available from the Building Manager; and
    - ii. signed by you and your head-tenant and all sub-tenants agreeing to comply with the rules and by-laws of the Building; and
  - (d) in addition to your obligations in the previous sub-clause, provide the Building Manager with a copy of your lease, noting the names of your tenants and your Property Manager (if applicable);
  - (e) where your Lot is managed on your behalf, the name and contact details of your Property Manager
  - (f) ensure your arrangement legally binds your tenants and sub-tenants and your Property Manager (if applicable); to provide the information required pursuant to this clause 28.6; and
  - (g) ensure the information required under this by-law is kept current and updated as necessary.
- 28.7 If you are the occupier and not the owner of the Lot you must ensure that you do not use nor permit others to use the Lot for
- (a) Short Term Letting; and/or
  - (b) Boarding House accommodation; and
  - (c) any purpose other than Residential Accommodation.

- 28.8 Owners severally will be liable for any damage to the common property or loss or damage to personal property suffered as a result of their breach of this by-law.
- 28.9 As an owner you must indemnify the owners corporation against any claim, action, demand or expense incurred in relation to
- (a) Short Term Lettings and/or Boarding House operations conducted from your Lot in breach of this by-law;
  - (b) your tenants' occupancy of your Lot in breach of this by-law;
  - (c) occupancy of your Lot by your tenants' sub-tenants, licensees, sub-licensees or others in breach of this by-law;
  - (d) the exercise of its rights under this by-law; and
  - (e) enforcement of this by-law.
- 28.10 This by-law confers on the owners corporation the following additional functions, powers, authorities and duties:
- (a) the power to prohibit you and others from engaging in Short Term Lettings and Boarding House accommodation;
  - (b) the power to report Short Term Lettings to the City of Sydney and engage in whatever legal action may be necessary or desirable to stop the Short Term Lettings and Boarding House accommodation;
  - (c) the power to demand the required information contemplated in this by-law about tenants, sub-tenants, licensees and your Property Manager (if applicable);
  - (d) where any owner or occupier does not comply with this by-law (in the executive committee's reasonable opinion) the authority to:
    - i. enter any part of the parcel to carry out the necessary investigation to confirm that opinion;
    - ii. issue a notice to you and your Property Manager (if applicable) via the Building Manager that Short Term Lettings or Boarding House accommodation are reasonably suspected to be occurring in your Lot and that the Building Manager requires access to the Lot in order to report to the executive committee;
    - iii. whether or not you or your Property Manager responds to the notice referred to above, rely on the notice to enter your Lot (by the Building Manager) with your deemed permission;

- iv. issue the findings of the investigation contemplated in this clause to the executive committee, you and your Property Manager (if applicable);
  - v. on confirmation of Short Term Lettings or Boarding House accommodation activity in your Lot, instruct you or your Property Manager (if applicable) to deliver an eviction notice to persons not authorised to occupy your Lot according to this by-law;
  - vi. inform you or your Property Manager if the Short Term Lettings and/or Boarding House accommodation activity does not cease immediately;
  - vii. de-activate Security Keys in connection with your Lot if the Short Term Lettings and/or Boarding House accommodation activity does not cease immediately on you or your Property Manager being informed of the continuing activity pursuant to this by-law; and
  - viii. be indemnified by you from all claims arising from the actions taken pursuant to this by-law.
- (e) for absolute clarity, the authority to recover the cost and expenses of carrying out the activities referred to in sub-clauses (b) and (c) and (d) of this clause from the respective owner as a levy debt, due and payable at the owners corporation's direction and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum or, if the regulations provide for another rate, that other rate, until paid and the interest will form part of that debt.

***This by-law 29 was registered in September 2015 and is additional to the Regulation By-laws***

**By-Law 29 - Car Parking Spaces and Bicycles**

29.1 No part of any Lot intended for use as a car space may be used by persons who are not a resident - owner, occupier or tenant of that Lot or a visitor of a resident - owner, occupier or tenant of that Lot.

29.2 Without limiting clause 29.1 in any way, you must not

- (a) grant or permit to be granted any lease or licence; and/or
- (b) sell, trade or otherwise part with possession

any part of any Lot intended for use as a car space other than to an owner, tenant or occupier of that Lot and then only in conjunction with the lease, licence, sale or transfer of your residential Lot.

- 29.3 Lots intended for use as a car space must only be used for the parking of a road-worthy motor vehicle ensuring at all times that no part of any vehicle protrudes into the common property.
- 29.4 If you are an owner,
- (a) you are liable to promptly remove any abandoned or non-road worthy motor vehicle from your Lot (at your cost) whether or not you placed it there; and
  - (b) must notify the Building Manager in writing if you have leased the car space to another occupier in the Building and must provide details to him as reasonably requested.
- 29.5 If you are an owner you must indemnify the owners corporation against any claims arising from injury to persons or damage to common property arising from your use of your Lot.
- 29.6 Residents who wish to rent their car space to another resident or allow their visitor to use their car space for a short time first must notify the Building Manager in writing.
- 29.7 Bicycles:
- (a) must be registered with the Building Manager; and
  - (b) must be stored in spaces in the car park which have been allocated for bicycles; and
  - (c) must not be stored in Lots or taken into lifts in the Building.
- 29.8 The Building Manager shall provide a registration label and it is to be placed on the frame of the bicycle. Bicycles which do not display a current registration label will be deemed abandoned and will be removed after one month and in accordance with the procedure available to the owners corporation in the 2015 Act.

***This by-law 30 was registered in September 2015 and replaces By-law 14 in the Regulation By-laws***

**By-Law 30 - Floor Coverings**

- 30.1 You must ensure that all floor space and surrounding areas within your Lot is covered or otherwise treated to stop the transmission of noise that is likely to disturb another occupier.
- 30.2 Without limiting by-law 30.1, the installation of a floor surface and sound proofing material other than carpet with underlay in a Lot (other than in respect of an excluded area) requires the prior written approval of the owners corporation. The owners corporation may not unreasonably withhold its approval but may give it conditionally or unconditionally in its reasonable discretion. You must comply with all conditions.

30.3 The owners corporation may from time to time issue guidelines under this by-law in relation to the installation of a floor surface and sound proofing material other than carpet and underlay in a Lot (other than in respect of an excluded area) (guidelines). The guidelines may provide for the following:

- (a) the type or types of floor surfaces and sound proofing material that may be installed in a Lot;
- (b) the standard of floor surfaces and sound proofing material that may be installed in a Lot;
- (c) the method of installation of the floor surface and sound proofing material in a Lot, including treating surrounding areas to stop the transmission of noise that might unreasonably disturb another owner or occupier;
- (d) a firm or firms of acoustic consultants that the owners corporation recommends to carry out acoustic services in relation to the installation of a floor surface and sound proofing material other than carpet and underlay in a Lot;
- (e) the test or tests that the owners corporation requires an owner or occupier of a Lot to carry out in relation to the installation of a floor surface and sound proofing material other than carpet and underlay in a Lot both before and after installation;
- (f) the minimum sound proof rating that the floor surface and surrounding areas must attain;
- (g) the ability for the owners corporation to independently verify an owner or occupier's compliance with this by-law;
- (h) the payment of a bond for an amount that the owners corporation reasonably determines to ensure that the owner or occupier of a Lot complies with this by-law; and
- (i) such other matters as the owners corporation reasonably determines,

and the guidelines may be amended as necessary. A copy of the guidelines is available from the Building Manager on request.

30.4 In requesting the prior written approval of the owners corporation under this by-law, you must provide to the owners corporation the following documentation:

- (a) the documentation to satisfy the guidelines as far as they apply before installation;  
and
- (b) such other material or documentation that the owners corporation reasonably requires.

- 30.5 In installing a floor surface and sound proofing material other than carpet and underlay in a Lot (other than in an excluded area) the owner or occupier of a Lot must ensure that the installed floor surface and sound proofing material complies with by-law 26 (a) ii and 26.6 (c) and this by-law, including the guidelines.
- 30.6 Within fourteen (14) days following the installation of a floor surface and sound proofing material other than carpet and underlay in a Lot (other than in respect of an excluded area) you must provide to the owners corporation a written report from a qualified acoustic consultant addressed to the owner and occupier of the Lot and the owners corporation that the completed installation has been inspected and that all conditions in this by-law and by-law 26.3 (a) ii and 26.6 (b) in relation to the installation of the floor surface and sound proofing material have been satisfied, including the guidelines.
- 30.7 On completion of work contemplated in this by-law, you must permit the owners corporation by its agent or Building Manager to inspect your Lot at a reasonable time to assess compliance with the conditions of this by-law; such permission to lapse once the assessment (or, if necessary, more than one assessment) has confirmed compliance.
- 30.8 Following completion and satisfaction of clause 30.7, you must permit the owners corporation by its agent or Building Manager to inspect your Lot on 7 days' notice to assess compliance with this by-law in the future if the owners corporation reasonably suspects that the floor surface and sound proofing material since installation have failed to maintain the standards of sound proofing demanded in this by-law.
- 30.9 Anything done by an owner or occupier of a Lot under this by-law, whether or not at the request of the owners corporation, must be done at the cost of the owner or occupier of the Lot.
- 30.10 In this by-law, excluded area means the bathroom or laundry area of a Lot which is wholly located above a bathroom or laundry area.

***This by-law 31 was registered in September 2015 and replaces By-law 2 in the Regulation By-laws***

**By-Law 31 - Motor Vehicles and Car Spaces**

- 31.1 You must not park or stand upon common property a motor vehicle except with the consent of the owners corporation, Concierge Manager or the Building Manager.
- 31.2 You must keep car spaces clean at all times and ensure that oil spills are removed promptly.



- 31.3 If, after issuing a notice to comply, the oil spill is not removed, the owners corporation may at its discretion enter the car space area to clean the space at your cost.
- 31.4 You must indemnify the owners corporation against any claim, action, demand or expense incurred in relation to:
- (a) damage, loss or injury arising from oil spillage in your Lot; and
  - (b) the exercise of its rights under this by-law.

***This by-law 32 was registered in September 2015 and is additional to the Regulation By-laws.***

**By-Law 32 – Gatherings**

32. Where any gathering of more than twenty five (25) people is to be held in a Lot you shall give the Building Manager at least three (3) days notice of intention to hold such gathering and shall bear all costs in respect of the employment of necessary additional doormen or security staff engaged at the discretion of the owners corporation. You must pay such costs before the event.

***This by-law 33 was registered in September 2015 and is additional to the Regulation By-laws.***

**By-Law 33 - Special Events**

In this by-law:

**“Special Events”** means: 26 January and 31 December in each year and such other dates and times as the owners corporation from time to time determines.

- 33.1 When a Special Event occurs the owners corporation may make rules and regulations relating to the use and occupation of the Building as it deems appropriate provided such rules and regulations are for the safety of owners and occupiers and for orderly administration of the Building.
- 33.2 You must comply with such rules and regulations.
- 33.3 When a Special Event occurs the following shall apply:
- (a) you shall notify the Building Manager of the numbers of persons they intend inviting to a gathering within their Lot;
  - (b) a one (1) bedroom apartment shall be entitled to not more than fourteen (14) persons (including occupiers), a two (2) bedroom apartment not more than twenty one (21) persons (including occupiers), a three (3) bedroom apartment not more than twenty eight (28) persons (including occupiers), apartments on levels 30-32 not more than forty (40) persons (including occupiers).

- 33.4 For orderly management and the safety of owners occupiers and invitees the owners corporation shall issue entry cards to any owner or occupier requesting the same (to the limit set out in by law 33.3) and shall be entitled to deny entry to the Building to any person without an entry card. The owners corporation may charge a fee for the issue of an entry card to defray the cost of providing additional staff to cover the Special Event and may refuse the issue of an entry card without payment of the fee.
- 33.5 The numbers referred to in 33.3 (b) may be varied by the executive committee from time to time.

***This by-law 34 was registered in September 2015 and is additional to the Regulation By-laws.***

**By-Law 34 - Rules and Regulations**

34. The owners corporation may make rules and regulations pursuant to the by-laws for the good governance of the Hyde Park Towers, rescind or amend those rules and regulations and you must abide by them.

***This by-law 35 was registered in September 2015 and is additional to the Regulation By-laws.***

**By-Law 35 - Door Maintenance**

- 35.1 If you are an owner you must maintain, repair and replace all locks, peep-holes, door-closers and other security devices (each a “fire or safety device”) installed in the entry door to your Lot whether or not you installed them.
- 35.2 Fire or safety devices within a Lot must:
- (a) comply with all fire safety laws and requirements imposed by any government authority or by the owners corporation, (“fire safety requirements”);
  - (b) be installed in a proper and workmanlike manner and have an appearance in keeping with the appearance of the Building; and
  - (c) be approved by the owners corporation by its Building Manager.
- 35.3 If any change made to the floor surface under an entry door to a Lot (for example a change from carpet to tiles) has the effect of making the door non-compliant with any fire safety requirement, you as an owner must at your expense take whatever action is required to render the entry door compliant with such fire safety requirement and which may include replacement of the door.

- 35.4 If you are an owner, you must pay the amount of any fine or fee which may be charged to the owners corporation for the cost of any inspection or certification of the Building as a consequence of non-compliance with this by-law by you or your occupiers.
- 35.5 If the owners corporation determines that:
- (a) it is inappropriate to maintain, repair or replace a fire or safety device; and
  - (b) neither the safety nor the appearance of any part of the Building will be prejudiced,
- then the owners corporation may resolve either that no remedial action is necessary or that a new entry door should be installed at your expense.
- 35.6 If you are an owner you must indemnify the owners corporation in relation to any cost, or liability incurred, or any damage to the common property, arising out of any installation or removal of a fire or safety device in your Lot including any fines imposed on it by any Governmental Agency and must pay those costs on demand.
- 35.7 If you are an owner and you or your occupiers fail to comply with any obligation of this by-law, the owners corporation may:
- (a) enter any part of Hyde Park Towers to carry out the necessary work to perform the obligation; and
  - (b) recover the costs of carrying out that work from you as a debt, due and payable at the owners corporation's direction and as a contribution according to section 80(1) of the Act and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum until paid or if the regulations provide for another rate, that other rate and the interest will form part of that debt.

***This by-law 36 was registered in September 2015 and is additional to the Regulation By-laws.***

**By-Law 36 - Appointment of Building Management Committee representative**

36. The executive committee shall annually appoint two of its members to be the owners corporation's representative on the "Building Management Committee" established under the strata management statement applying to Hyde Park Towers and may change its representatives or appoint substitute representatives in accordance with the strata management statement.

***This by-law 37 appears as by-law 18 in the Regulation By-laws***

### **By-Law 37 – Notice Board**

An owners corporation must cause a notice board to be affixed to some part of the common property.

***This common property rights by-law confers special privileges in respect of Lot 169. It was registered in 2013***

### **By-Law 38 - Works (Lot 169)**

In this by-law:

**“Building Manager”** is the building manager or his representative for strata plan no. 50530.

**“Consent Form”** means the written consent of the owner of the Lot:

- i. agreeing to assume the relevant obligations in this by-law before the grant of special privileges in this by-law can be conferred; and
- ii. which is a pre-requisite to the operation of this by-law; and
- iii. which is in the form of document annexed to this by-law or otherwise as deemed appropriate from time to time.

**“Lot”** means lot number 169 in strata plan no. 50530;

**“Owner”** means the owner for the time being of the Lot.

**“Works”** means alterations and additions to the Lot and common property as described the following documents:

1. “Scope of Works”, compiled by the Kitchen Catalyst Pty Ltd; dated 2 April 2013; and
2. “Scope of Work”, compiled by Aston Building Pty Ltd; under cover of a letter dated 18 April 2013,

copies of which are attached to the Agenda of the Meeting at which this by-law was considered; and which includes renovations and improvements to the kitchen, bathrooms, bedrooms, living areas and study of the Lot, plumbing and electrical and fit out work (including all ancillary structures).

- A. On all the following conditions of this by-law, the Owner has a special privilege at their own cost to carry out, maintain, repair and replace Works to the Lot and so much common property as is necessary.
- B. When carrying out Works approved under this by-law, the Owner must:
  - (a) use qualified, reputable and appropriately licensed and insured contractors;

- (b) do the work in a proper manner and to the executive committee's and the relevant government agency's/ies' reasonable satisfaction (if applicable);
- (c) not damage service lines or pipes or interrupt services to the strata scheme and ensure no building waste of any kind is flushed down drains and that no tools are cleaned in the Lot or on common property;
- (d) not damage or interfere with or alter the integrity of fire rated doors or walls;
- (e) not interfere with any common property door, gate, roller door or accessway to the strata scheme;
- (f) not interfere with or disable any security device or system installed anywhere in the common property;
- (g) in the case of Works involving waterproofing, weatherproofing or interference with an existing waterproofing membrane (or which should affect or include waterproofing, weatherproofing or interference with an existing waterproofing membrane in the executive committee's reasonable opinion), then ensure that such work is done being mindful of the Owner's obligations in Condition C (c) in this by-law;
- (h) where the Owner is proposing installation of non-carpet flooring, ensure that soundproofing qualities and standards which are prevailing best practice are achieved;
- (i) be liable for and immediately repair any damage caused to common property, the subject Lot, any other Lot or the property of any occupier;
- (j) carry out work only between the hours approved by the Building Manager;
- (k) not store any material on the common property nor conduct any preparation, cutting or painting work associated with the Works on common property;
- (l) remove all debris from the common property as soon as possible but at least daily;
- (m) not permit any persons associated with the Works to park in any parking space or common property so as to block any other occupier from accessing the car park or their car space;
- (n) not permit any trucks or vehicles registered to carry greater than 1 tonne maximum weight to enter any of the car parks;
- (o) not interfere with any security device to the car park of the building or the strata scheme;

- (p) ensure that no existing fire safety devices are damaged, rendered ineffective or removed;
  - (q) not permit any advertising or identification signage of the contractors to be erected on the parcel except as is required by law;
  - (r) not permit any persons to remain on common property for work breaks;
  - (s) comply with all conditions imposed by any government agency;
  - (t) comply with all conditions imposed by the executive committee and Building Manager; and
  - (u) permit the executive committee or the Building Manager to inspect the Lot as necessary to ascertain compliance with these conditions (acting reasonably).
- C. After carrying out Works approved under this by-law, and if the executive committee reasonably requests such, the Owner must:
- (a) within 14 days produce written certification that the Works have been inspected after completion and that they meet relevant Australian building, engineering, fire and/or acoustic standards for such works and that the structural integrity of the building has not been compromised by the Works; and
  - (b) in the case of Works involving removal of a non-structural or non-load bearing wall or walls, acknowledge that the owners corporation is not required to re-instate any such wall or walls in the future; and
  - (c) in the case of Works involving waterproofing, weatherproofing or interference with an existing waterproofing membrane to the interior of the Lot (or which should affect or include waterproofing, weatherproofing or interference with an existing waterproofing membrane to the interior of the Lot in the executive committee's reasonable opinion), provide evidence to the executive committee from a reputable, qualified consultant engineer acceptable to the owners corporation that the watertight integrity of the building has not been compromised by work done or not done as the case may be;
  - (d) in the case of Works that interfere with existing fire safety devices or that require an upgrade of fire safety measures or additional fire safety measures according to the relevant government agency, provide evidence that all fire safety standards are fulfilled at the Owner's cost; and

- (e) on reasonable notice permit the Building Manager or other nominated representative of the executive committee to enter the Lot to establish compliance with relevant conditions of this by-law; such permission to lapse once the executive committee (by its nominated representative) is reasonably satisfied that the Owner has so complied.
- D. At all times the Owner must:
- (a) comply with all other by-laws in force for the strata scheme which may apply to the activities contemplated in this by-law; and
  - (b) maintain, repair and replace the Works at their cost and as the owners corporation may reasonably require; and
  - (c) accept liability for damage caused to any Lot or common property or personal property in the strata scheme as a result of the performance, maintenance or repair/replacement of the Works and associated actions and be responsible to make good that damage immediately after it has occurred; and
  - (d) comply with the Strata Schemes Management Act 1996 and its Regulations; and
  - (e) indemnify the owners corporation from all claims, loss or damage the owners corporation suffers (including legal costs) as a result of the performance, maintenance, repair or replacement of the Works and must pay those costs on demand.
- E. The costs of the approved Works and of legal costs of this by-law and compliance with this by-law are the Owner's sole responsibility.
- F. For the purposes of insurance the Works will remain the Owner's fixtures.
- G. Where the Works adds to or alters common property for the purpose of improving or enhancing that common property, the owners corporation specially resolves pursuant to section 65A of the Act that:
- (a) the Owner is specifically authorised to take that action; and
  - (b) the Owner must maintain the subject common property in accordance with the terms and conditions of this by-law.
- H. If the Owner fails to comply with any obligation of this by-law, the owners corporation may:
- (a) enter any part of the building or onto the parcel to carry out the necessary work to perform the obligation; and

- (b) recover the costs of carrying out that work from the Owner as a debt, due and payable at the owners corporation's direction and as a contribution according to section 80(1) of the Strata Schemes Management Act 1996 and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum until paid or if the regulations provide for another rate, that other rate and the interest will form part of that debt.

***This common property rights by-law confers special privileges in respect of Lot 104. It was registered in 2015***

**By-Law 39 - Works (Lot 104)**

In this by-law:

**“Building Manager”** is the building manager or his representative for strata plan no. 50530.

**“Consent Form”** means the written consent of the owner of the Lot:

- ii. agreeing to assume the relevant obligations in this by-law before the grant of special privileges in this by-law can be conferred; and
- ii. which is a pre-requisite to the operation of this by-law; and
- iii. which is in the form of document annexed to this by-law or otherwise as deemed appropriate from time to time.

**“Lot”** means lot number 104 in strata plan no. 50530;

**“Owner”** means the owner for the time being of the Lot.

**“Works”** means alterations and additions to the Lot and common property as described the following documents:

1. “Scope of Works”, compiled by the Owner; and
2. “Scope of Work”, compiled by the Owner under cover of a letter dated 22 April 2014,

copies of which are attached to the Agenda of the Meeting at which this by-law was considered; and which includes renovations and improvements to the kitchen, with provision for further renovations to the bathrooms, bedrooms, living areas of the Lot, plumbing and electrical fit out work (including all ancillary structures).

- A. On all the following conditions of this by-law, the Owner has a special privilege at their own cost to carry out, maintain, repair and replace Works to the Lot and so much common property as is necessary.



- B. When carrying out Works approved under this by-law, the Owner must:
- (a) use qualified, reputable and appropriately licensed and insured contractors;
  - (b) do the work in a proper manner and to the executive committee's and the relevant government agency's/ies' reasonable satisfaction (if applicable);
  - (c) not damage service lines or pipes or interrupt services to the strata scheme and ensure no building waste of any kind is flushed down drains and that no tools are cleaned in the Lot or on common property;
  - (d) not damage or interfere with or alter the integrity of fire rated doors or walls;
  - (e) not interfere with any common property door, gate, roller door or accessway to the strata scheme;
  - (f) not interfere with or disable any security device or system installed anywhere in the common property;
  - (g) in the case of Works involving waterproofing, weatherproofing or interference with an existing waterproofing membrane (or which should affect or include waterproofing, weatherproofing or interference with an existing waterproofing membrane in the executive committee's reasonable opinion), then ensure that such work is done being mindful of the Owner's obligations in Condition C (c) in this by-law;
  - (h) where the Owner is proposing installation of non-carpet flooring, ensure that soundproofing qualities and standards which are prevailing best practice are achieved;
  - (i) be liable for and immediately repair any damage caused to common property, the subject Lot, any other Lot or the property of any occupier;
  - (j) carry out work only between the hours approved by the Building Manager;
  - (k) not store any material on the common property nor conduct any preparation, cutting or painting work associated with the Works on common property;
  - (l) remove all debris from the common property as soon as possible but at least daily;
  - (m) not permit any persons associated with the Works to park in any parking space or common property so as to block any other occupier from accessing the car park or their car space;

- (n) not permit any trucks or vehicles registered to carry greater than 1 tonne maximum weight to enter any of the car parks;
- (o) not interfere with any security device to the car park of the building or the strata scheme;
- (p) ensure that no existing fire safety devices are damaged, rendered ineffective or removed;
- (q) not permit any advertising or identification signage of the contractors to be erected on the parcel except as is required by law;
- (r) not permit any persons to remain on common property for work breaks;
- (s) comply with all conditions imposed by any government agency;
- (t) comply with all conditions imposed by the executive committee and Building Manager; and
- (u) permit the executive committee or the Building Manager to inspect the Lot as necessary to ascertain compliance with these conditions (acting reasonably).

C. After carrying out Works approved under this by-law, and if the executive committee reasonably requests such, the Owner must:

- (a) within 14 days produce written certification that the Works have been inspected after completion and that they meet relevant Australian building, engineering, fire and/or acoustic standards for such works and that the structural integrity of the building has not been compromised by the Works; and
- (b) in the case of Works involving removal of a non-structural or non-load bearing wall or walls, acknowledge that the owners corporation is not required to re-instate any such wall or walls in the future; and
- (c) in the case of Works involving waterproofing, weatherproofing or interference with an existing waterproofing membrane to the interior of the Lot (or which should affect or include waterproofing, weatherproofing or interference with an existing waterproofing membrane to the interior of the Lot in the executive committee's reasonable opinion), provide evidence to the executive committee from a reputable, qualified consultant engineer acceptable to the owners corporation that the watertight integrity of the building has not been compromised by work done or not done as the case may be;

- (d) in the case of Works that interfere with existing fire safety devices or that require an upgrade of fire safety measures or additional fire safety measures according to the relevant government agency, provide evidence that all fire safety standards are fulfilled at the Owner's cost; and
  - (e) on reasonable notice permit the Building Manager or other nominated representative of the executive committee to enter the Lot to establish compliance with relevant conditions of this by-law; such permission to lapse once the executive committee (by its nominated representative) is reasonably satisfied that the Owner has so complied.
- D. At all times the Owner must:
- (a) comply with all other by-laws in force for the strata scheme which may apply to the activities contemplated in this by-law; and
  - (b) maintain, repair and replace the Works at their cost and as the owners corporation may reasonably require; and
  - (c) accept liability for damage caused to any Lot or common property or personal property in the strata scheme as a result of the performance, maintenance or repair/replacement of the Works and associated actions and be responsible to make good that damage immediately after it has occurred; and
  - (d) comply with the Strata Schemes Management Act 1996 and its Regulations; and
  - (e) indemnify the owners corporation from all claims, loss or damage the owners corporation suffers (including legal costs) as a result of the performance, maintenance, repair or replacement of the Works and must pay those costs on demand.
- E. The costs of the approved Works and of legal costs of this by-law and compliance with this by-law are the Owner's sole responsibility.
- F. For the purposes of insurance the Works will remain the Owner's fixtures.
- G. Where the Works adds to or alters common property for the purpose of improving or enhancing that common property, the owners corporation specially resolves pursuant to section 65A of the Act that:
- (a) the Owner is specifically authorised to take that action; and
  - (b) the Owner must maintain the subject common property in accordance with the terms and conditions of this by-law.

- H. If the Owner fails to comply with any obligation of this by-law, the owners corporation may:
- (a) enter any part of the building or onto the parcel to carry out the necessary work to perform the obligation; and
  - (b) recover the costs of carrying out that work from the Owner as a debt, due and payable at the owners corporation's direction and as a contribution according to section 80(1) of the Strata Schemes Management Act 1996 and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum until paid or if the regulations provide for another rate, that other rate and the interest will form part of that debt.

***This common property rights by-law confers special privileges in respect of Lot 112. It was registered in 2017***

#### **By-Law 40 - Works (Lot 112)**

In this by-law:

**“Act”** is the Strata Schemes Management Act 1996 (NSW).

**“Building Manager”** is the building manager or his representative for strata plan no. 50530.

**“Building work or alterations”** means work undertaken by an Owner at their own expense to their Lot and Common Property and which may include:

- a. work to services in Hyde Park Towers such as plumbing and wiring;
- b. change of flooring in a Lot;
- c. change the structure of a Lot;
- d. altering the floor plan of a Lot.

**“Common Property”** is:

- a. Common Property in Hyde Park Towers;
- b. The Owners Corporation's personal property.

**“Consent”** means the individual Owners' consent to this by-law in the form attached to the agenda of the meeting at which this by-law was considered.

**“Hyde Park Towers”** is Strata Schemes No. 50530.

**“Government Agency”** is a Governmental or semi-governmental administrative fiscal or judicial department or entity.

**“Lot”** is a lot in Hyde Park Towers.

**“Owner”** means each of the owners for the time being of a Lot.

**“Owners Corporation”** is the Owners- Strata Plan No. 50530.

**“Renovations”** means the following activities undertaken by Owners at their own expense:

- (a) renewing or replacing flooring in a Lot with tiles, parquetry, floating flooring or any other surface; and/or
- (b) installing new fixtures and fittings to bathrooms and/or kitchens in a Lot (without relocating those rooms and without altering the external appearance of that Lot).

## **INTERPRETATION**

Any term used in this by-law that appears in the Act will have the same meaning as in the Act unless the context expresses or indicates otherwise.

Singular includes the plural and vice versa.

A reference to one gender includes a reference to all genders.

Headings are included for convenience only and do not affect the meaning of the clauses to which they relate.

1.2 This by-law applies if you want to do Renovations and/or Building work or alterations in Hyde Park Towers.

1.3 You must have the approval from the Owners Corporation to do Renovations or Building work or alterations that will:

- (a) affect Common Property (unless by-laws 1.4 or 1.5 apply); or
- (b) affect Common Property services or service for the exclusive use of another Lot.

1.4 You do not need approval from the Owners Corporation to do minor work or make minor alterations to the interior of Common Property structures enclosing your Lot (e.g. hang pictures or attach items to Common Property walls or put nails or screws into them or put in recess lighting.)

1.5 If you are entitled to do Renovations or Building works or alterations under a different registered special by-law granting you exclusive use or special privileges or Common Property:

- (a) You do not need approval from the Owners Corporation to do the Renovations or Building work or alterations; and
- (b) You must comply with the by-laws 1.6. and 1.7.

1.6 Before you begin Renovation or Building work or alterations, you must:

- (a) where your Renovations or Building works or alterations includes removal or replacement of, or additions to, existing flooring in your Lot excluding carpet (“new flooring”), you must first submit to the Building Manager the following details:
- i. the type of flooring and sound proofing material and waterproofing (if applicable) to be used;
  - ii. the location of the new flooring and sound proofing and waterproofing material;
  - iii. a certificate of acoustic performance of all critical elements of the new flooring (including the proposed sound proofing material) supplied by a certified testing authority or an opinion of a recognised acoustic consultant, in each case providing that all elements of the proposed new flooring will meet the five star rating determined (and amended from time to time) in the “Association of Australian Acoustical Consultants Acoustical Star Ratings for Apartments and Townhouses” guide; a copy of which is available on request from the Building Manager;
  - iv. where the proposed new flooring is to be installed in a wet area or over an existing waterproof membrane, a certificate from a recognised waterproofing specialist acceptable to the Owners Corporation that the proposed waterproofing elements of the new flooring exceed minimum BCA requirements for waterproofing for buildings of this type;
  - v. full details of the materials supported by sketches of cross section through the floor of the subject Lot; and
  - vi. obtain from the Building Manager the current “Guidelines” promulgated by the executive committee from time to time in relation to Renovations and Building work or alterations.
- (b) obtain necessary consents from the Owners Corporation and Government Agencies;
- (c) find out where service lines and pipes are located;
- (d) furnish the executed Consent to the Building Manager;
- (e) even if you do not need approval to do the Renovations or Building work or alterations, give the Owners Corporation a written notice at least 14 days before you first start the Renovations or Building work or alterations;

- (f) arrange with the Building Manager a suitable time and means by which to access Hyde Park Towers;
- (g) comply with the reasonable requirements of the Building Manager about the time and means by which you must access Hyde Park Towers including the car park;
- (h) ensure that contractors and any persons involved in doing the Renovations or Building work or alterations comply with the reasonable requirements of the Building Manager about the time and means by which they must access Hyde Park Towers; and
- (i) effect and maintain contractors all works insurance, insurance required under the Home Building Act 1989 (if applicable), workers compensation insurance and public liability insurance in an amount of no less than \$20,000,000 in the joint names of you (as registered Owner of the subject Lot) and the Owners Corporation;.

1.7 If you do Renovations or Building work or alterations, you must:

- (a) comply with the "Guidelines" referred to in clause 1.6.a.vi of this by-law;
- (b) use qualified, reputable and, where appropriate licensed contractors approved by the Owners Corporation, such approval not to be unreasonably withheld;
- (c) not damage service lines or pipes or interrupt services;
- (d) do the work in a proper manner and to the reasonable satisfaction of the Owners Corporation and Government Agencies;
- (e) repair any damage you (or persons doing the work and associated activities on your behalf) cause to the Common Property or the property of an Owner or occupier;
- (f) comply with all conditions of approval from the Owners Corporation - including conditions relating to the use of the car park and lifts and including the provision of a bond to cover any damage to Common Property - and Government Agencies;
- (g) properly maintain and keep your Renovations or Building work or alterations in a state of good and serviceable repair (at your own cost) and replace your Renovations or Building work or alterations or any part of them at your own cost as the Owners Corporation may reasonably require from time to time;

- (h) within a reasonable time of the date of installation of authorised Renovations or Building work or alterations comprising new flooring in accordance with this by-law, at your own cost provide written verification to the Owners Corporation from a qualified acoustic consultant that the new flooring has been installed in accordance with and fulfilment of:
  - i. the manufacturer's instructions; and
  - ii. all conditions to satisfy issue of a full manufacturer's and installer's warranty on the new flooring; and
  - iii. in particular and where it applies, by-law 1.6a.iii;
- (i) within a reasonable time of the date of installation of authorised Renovations or Building work or alterations comprising new flooring installed in a wet area or over an existing waterproof membrane in accordance with this by-law, at your own cost provide written verification to the Owners Corporation from a qualified waterproofing consultant acceptable to the Owners Corporation that the new flooring has been installed in accordance with and fulfilment of:
  - i. the manufacturer's instructions; and
  - ii. all conditions to satisfy issue of a full manufacturer's and installer's warranty on the new flooring; and
  - iii. a standard exceeding minimum BCA requirements for waterproofing in a building of this type;
- (j) ensure that no water ingress to any other Lot or common property occurs as a result of your Renovations or Building work or alterations;
- (k) at all times comply with all other registered by-laws which may apply to the activities or outcomes associated with your Renovations or Building work or alterations; and
- (l) indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers (including legal costs) as a result of the performance, maintenance or repair/replacement of your Renovations or Building work or alterations and will pay those costs to the Owners Corporation on demand.

1.8 The special privilege conferred by this by-law will not be activated unless the Owner of the Lot to which it is to be applied has executed and furnished the Consent in accordance with by-law 1.6.

1.9 Insofar as it may be necessary, the Owners Corporation specially resolves



- (a) pursuant to section 62(3) of the Act that:
  - i. it is inappropriate to maintain, renew, replace or repair the common property immediately affected by any Renovations or Building work or alterations; and
  - ii. its decision will not affect the safety of any building, structure or Common Property in the strata scheme or detract from the appearance of any property in the strata scheme; and
- (b) pursuant to section 65A of the Act that:
  - i. you may add to or alter the Common Property necessarily affected by your authorised Renovations or Building work or alterations for the purpose of improving or enhancing the Common Property; and
  - ii. you will be responsible for the ongoing maintenance of such Common Property.

1.10 If you fail to comply with any of your obligations under this by-law, the Owners Corporation may:

- (a) enter any part of the parcel to carry out the necessary work to perform the obligation; and
- (b) recover the costs of carrying out that obligation from you as a debt, due and payable at the Owners Corporation's direction and as a contribution according to section 80(1) of the Act which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum until paid or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

***This common property rights by-law confers special privileges in respect of Lot 5. It was registered in 2017***

#### **By-Law 41 - Renovations and Building work or alterations (Lot 5)**

1.1 In this by-law:

**Act** is the Strata Schemes Management Act 1996 (NSW).

**Building Manager** is the person appointed by the Owners Corporation as Building Manager from time to time.

**Building work or alterations** means work undertaken by an Owner at their own expense to their Lot and Common Property and which may include:

- (a) work to services in Hyde Park Towers such as plumbing and wiring;

- (b) change of flooring in a Lot;
- (c) change the structure of a Lot;
- (d) altering the floor plan of a Lot.

**Common Property** is:

- (a) Common Property in Hyde Park Towers;
- (b) The Owners Corporation's personal property.

**Consent** means the individual Owners' consent to this by-law in the form attached to the agenda of the meeting at which this by-law was considered.

**Hyde Park Towers** is Strata Schemes No. 50530.

**Government Agency** is a Governmental or semi-governmental administrative fiscal or judicial department or entity.

**Lot** is a lot in Hyde Park Towers.

**Owner** means each of the owners for the time being of a Lot.

**Owners Corporation** is the Owners- Strata Plan No. 50530.

**Renovations** means the following activities undertaken by Owners at their own expense:

- a. renewing or replacing flooring in a Lot with tiles, parquetry, floating flooring or any other surface; and/or
- b. installing new fixtures and fittings to bathrooms and/or kitchens in a Lot (without relocating those rooms and without altering the external appearance of that Lot).

## **INTERPRETATION**

Any term used in this by-law that appears in the Act will have the same meaning as in the Act unless the context expresses or indicates otherwise.

Singular includes the plural and vice versa.

A reference to one gender includes a reference to all genders.

Headings are included for convenience only and do not affect the meaning of the clauses to which they relate.

1.2 This by-law applies if you want to do Renovations and/or Building work or alterations in Hyde Park Towers.

- 1.3 You must have the approval from the Owners Corporation to do Renovations or Building work or alterations that will:
  - a. affect Common Property (unless by-laws 1.4 or 1.5 apply); or
  - b. affect Common Property services or service for the exclusive use of another Lot.
- 1.4 You do not need approval from the Owners Corporation to do minor work or make minor alterations to the interior of Common Property structures enclosing your Lot (e.g. hang pictures or attach items to Common Property walls or put nails or screws into them or put in recess lighting.)
- 1.5 If you are entitled to do Renovations or Building works or alterations under a different registered special by-law granting you exclusive use or special privileges or Common Property:
  - (a) You do not need approval from the Owners Corporation to do the Renovations or Building work or alterations; and
  - (b) You must comply with the by-laws 1.6 and 1.7.
- 1.6 Before you begin Renovation or Building work or alterations, you must:
  - (a) where your Renovations or Building works or alterations includes removal or replacement of, or additions to, existing flooring in your Lot excluding carpet (“new flooring”), you must first submit to the Building Manager the following details:
    - i. the type of flooring and sound proofing material and waterproofing (if applicable) to be used;
    - ii. the location of the new flooring and sound proofing and waterproofing material;
    - iii. a certificate of acoustic performance of all critical elements of the new flooring (including the proposed sound proofing material) supplied by a certified testing authority or an opinion of a recognised acoustic consultant, in each case providing that all elements of the proposed new flooring will meet the five star rating determined (and amended from time to time) in the “Association of Australian Acoustical Consultants Acoustical Star Ratings for Apartments and Townhouses” guide; a copy of which is available on request from the Building Manager;

- iv. where the proposed new flooring is to be installed in a wet area or over an existing waterproof membrane, a certificate from a recognised waterproofing specialist acceptable to the Owners Corporation that the proposed waterproofing elements of the new flooring exceed minimum BCA requirements for waterproofing for buildings of this type;
  - v. full details of the materials supported by sketches of cross section through the floor of the subject Lot; and
  - vi. obtain from the Building Manager the current “Guidelines” promulgated by the executive committee from time to time in relation to Renovations and Building work or alterations.
- (b) obtain necessary consents from the Owners Corporation and Government Agencies;
  - (c) find out where service lines and pipes are located;
  - (d) furnish the executed Consent to the Building Manager;
  - (e) even if you do not need approval to do the Renovations or Building work or alterations, give the Owners Corporation a written notice at least 14 days before you first start the Renovations or Building work or alterations;
  - (f) arrange with the Building Manager a suitable time and means by which to access Hyde Park Towers;
  - (g) comply with the reasonable requirements of the Building Manager about the time and means by which you must access Hyde Park Towers including the car park;
  - (h) ensure that contractors and any persons involved in doing the Renovations or Building work or alterations comply with the reasonable requirements of the Building Manager about the time and means by which they must access Hyde Park Towers; and
  - (i) effect and maintain contractors all works insurance, insurance required under the Home Building Act 1989 (if applicable), workers compensation insurance and public liability insurance in an amount of no less than \$20,000,000 in the joint names of you (as registered Owner of the subject Lot) and the Owners Corporation;.

1.7 If you do Renovations or Building work or alterations, you must:

- (a) comply with the “Guidelines” referred to in clause 1.6.a.vi of this by-law;

- (b) use qualified, reputable and, where appropriate licensed contractors approved by the Owners Corporation, such approval not to be unreasonably withheld;
- (c) not damage service lines or pipes or interrupt services;
- (d) do the work in a proper manner and to the reasonable satisfaction of the Owners Corporation and Government Agencies;
- (e) repair any damage you (or persons doing the work and associated activities on your behalf) cause to the Common Property or the property of an Owner or occupier;
- (f) comply with all conditions of approval from the Owners Corporation - including conditions relating to the use of the car park and lifts and including the provision of a bond to cover any damage to Common Property - and Government Agencies;
- (g) properly maintain and keep your Renovations or Building work or alterations in a state of good and serviceable repair (at your own cost) and replace your Renovations or Building work or alterations or any part of them at your own cost as the Owners Corporation may reasonably require from time to time;
- (h) within a reasonable time of the date of installation of authorised Renovations or Building work or alterations comprising new flooring in accordance with this by-law, at your own cost provide written verification to the Owners Corporation from a qualified acoustic consultant that the new flooring has been installed in accordance with and fulfilment of:
  - i. the manufacturer's instructions; and
  - ii. all conditions to satisfy issue of a full manufacturer's and installer's warranty on the new flooring; and
  - iii. in particular and where it applies, by-law 1.6a.iii;
- (i) within a reasonable time of the date of installation of authorised Renovations or Building work or alterations comprising new flooring installed in a wet area or over an existing waterproof membrane in accordance with this by-law, at your own cost provide written verification to the Owners Corporation from a qualified waterproofing consultant acceptable to the Owners Corporation that the new flooring has been installed in accordance with and fulfilment of:
  - i. the manufacturer's instructions; and

- ii. all conditions to satisfy issue of a full manufacturer's and installer's warranty on the new flooring; and
    - iii. a standard exceeding minimum BCA requirements for waterproofing in a building of this type;
  - (j) ensure that no water ingress to any other Lot or common property occurs as a result of your Renovations or Building work or alterations;
  - (k) at all times comply with all other registered by-laws which may apply to the activities or outcomes associated with your Renovations or Building work or alterations; and
  - (l) indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers (including legal costs) as a result of the performance, maintenance or repair/replacement of your Renovations or Building work or alterations and will pay those costs to the Owners Corporation on demand.
- 1.8 The special privilege conferred by this by-law will not be activated unless the Owner of the Lot to which it is to be applied has executed and furnished the Consent in accordance with by-law 1.6.
- 1.9 Insofar as it may be necessary, the Owners Corporation specially resolves
- (a) pursuant to section 62(3) of the Act that:
    - i. it is inappropriate to maintain, renew, replace or repair the common property immediately affected by any Renovations or Building work or alterations; and
    - ii. its decision will not affect the safety of any building, structure or Common Property in the strata scheme or detract from the appearance of any property in the strata scheme; and
  - (b) pursuant to section 65A of the Act that:
    - i. you may add to or alter the Common Property necessarily affected by your authorised Renovations or Building work or alterations for the purpose of improving or enhancing the Common Property; and
    - ii. you will be responsible for the ongoing maintenance of such Common Property.
- 1.10 If you fail to comply with any of your obligations under this by-law, the Owners Corporation may:
- a. enter any part of the parcel to carry out the necessary work to perform the obligation; and

- b. recover the costs of carrying out that obligation from you as a debt, due and payable at the Owners Corporation's direction and as a contribution according to section 80(1) of the Act which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum until paid or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

***This by-law 42 was registered in 2018***

**By-Law 42 - Minor Renovation by Owners – Delegation of Functions**

Within the meaning of section 110 (6) (b) of the *Strata Schemes Management Act 2015* the Owners Corporation is permitted to delegate its functions under section 110 of that Act to the strata committee.

- (a) The Owners Corporation specially resolved in accordance with section 141 (1) of the *Strata Schemes Management Act 2015* to make an additional by-law on the following terms and to lodge notification of same in the office of the Registrar-General:
- (b) To delegate its functions to the strata committee in accordance with the by-law made in paragraph (a)