

HYDE PARK TOWERS –STRATA PLAN 50530

BY LAWS 2012

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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 comprising Hyde Park Towers.

“Building Manager” means the person appointed, or to be appointed by the Owners Corporation under by-law 23 to manage 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 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.

“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.

“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 Plan” means Strata Plan No. 50530.

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

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 appearing in this document have the same meaning as they do in the Act unless otherwise indicated or defined.

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 (a) you must not 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 nor permit anything to fall or drop from the balcony of your Lot or from the common property.

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 must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee 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.

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 Government Agency or body including all zoning laws made by the City of Sydney.

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.

By-Law 6 - Appearance of a Lot

- 6.1 You must not without the prior written consent of the owners corporation 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.
- 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.

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.

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 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 annexed to these by-laws for 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 out of the Building a refundable bond of \$200.00 must first to be paid by 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 5 working days of you permanently vacating the Building - refunded in whole or, if any part is applied pursuant to this by-law, then only as to the balance.

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 to be kept or propped open to compromise their designed operation.
- 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.

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.

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 the exercise of its rights under this by-law.

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.

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 that occupiers vacate your Lot.
- 13.3 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 Owners Corporation.
- 13.4 You must promptly notify the owners corporation if a Security Key is lost or destroyed.
- 13.5 If you own a Lot you must promptly notify the owners corporation of changes in tenancy or occupancy of your Lot.

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;
- (f) leave your other garbage in the Garbage Room; and
- (g) 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.

By-Law 15 - Storage of flammable liquids

15. 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.

By-Law 16 - Insurance Policies

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

By-Law 17 – Signs

17. You must not without the prior written consent of the owners corporation and all necessary consents of Government 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.

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
 - (c) take all action that is necessary to clean all affected areas of the Lot or 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.

By-Law 19 - Fire Control

In this by-law:

“Fire safety equipment” means the 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 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 must, in respect of the Building and your Lot, as appropriate:

- (a) consult with any relevant Government 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 Government 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 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 Government 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 on the case of an emergency; or
- (b) replace any smoke alarm in your Lot with any equipment that is not listed in the Scientific Services Laboratory (SSL) register of accredited products; or
- (c) replace any smoke alarm in your Lot with any second-hand, reconditioned or superseded equipment of any description;
- (d) permit your smoke alarm to fall into disrepair or become or remain non-operational;
or
- (e) hinder or delay any inspection of your 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 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 either:

- (a) Clipsal 755PSMA Photoelectric Smoke Alarm; or
- (b) Brooks EIPFSPTLH Photoelectric Smoke Alarm.

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

19.6 You remain solely responsible for any fines or penalties imposed on you by any relevant Government 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 Government 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.

By-Law 20 - Consent of Owners Corporation

20. A consent given by the owners corporation under these by-laws will, if practicable, 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.

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.

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.

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).

By-Law 24 – Curtains and window fittings

- 24.1 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 approved by the owners corporation.
- 24.2 You must not install, renovate and/or replace a curtain, blind or louvre without having the colour and design or the backing approved by the owners corporation.
- 24.3 In giving its approval, (which may be given by its executive committee) the owners corporation must ensure so far as practicable that backings used in all Lots present a uniform appearance when viewed from outside the Building.

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 during between the hours of 5am and 11pm seven days a week.
 - (b) children fourteen (14) years or under use the swimming pool area only if accompanied and supervised by an adult;
 - (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; 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 area.
- 25.2 The owners corporation from time to time may make rules and regulations relating to the gymnasium and swimming pool area 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.

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 Renovations, Building Work or Alterations;

“**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
- including all ancillary work.

- 26.1. This by-law applies if you are Lot owner and want to carry out Renovations, Building Work or Alterations which:
- affect common property - unless the work is only minor alterations to the interior of the Lot such as hanging picture frames or attaching decorative items to walls, or putting in recessed lighting to the walls or ceilings of the interior of the Lot (excluding balcony lights);
 - 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;
- involve partial or full removal or relocation of a non-structural wall; 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 Renovations, Building Work or Alterations.

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

- (a) submit plans detailing the proposed 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. 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
 - ii. if your Renovations, Building Work or Alterations include adding to or altering common property, 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 services

and 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) deliver the Bond 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 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 to the owners corporation's and the relevant Government 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 Government Agency; and
- (e) comply with all conditions imposed by the owners corporation.

26.6 After carrying out 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 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) within the time stipulated, lodge any necessary building alteration plan with the appropriate Government 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 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 Renovations, Building Work or Alterations.
- 26.8 The costs of your Renovations, Building Work or Alterations and of compliance with this by-law are your sole responsibility and your Renovations, Building Work or Alterations will remain your fixtures.
- 26.9 Where the activities contemplated by Renovations, Building Work or Alterations 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 62(3) of the 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 65A of the 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.

By-Law 27 – Letting and Planning Compliance

In this by-law

“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 22 of the Public Health (General) Regulation 2002 (a copy of which is annexed to this by-law); and
- (c) constitutes overcrowding which may void or nullify the Building’s insurance policies and the payout of certain insurance claim.

27.2 The common property services in Hyde Park Towers cannot 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 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; and
 - (c) install partitions 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) increased insurance premiums as a result of a breach of this by-law;
 - (c) the exercise of its rights under this by-law; and
 - (d) 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.

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.
- 28.2 For the purposes of this by-law, “Short Term Letting” means any arrangement 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.
- 28.3 If you are an owner you must not permit your Lot to be used for
- (a) Short Term Letting; and/or
 - (b) any purpose other than Residential Accommodation.
- 28.4 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) any purpose other than Residential Accommodation.
- 28.5 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 for a minimum period of 3 months;
 - (b) inform the executive committee by its Building Manager of your agreement at the commencement of the agreement;
 - (c) provide the Building Manager with a copy of your lease, noting the names of your tenants;
 - (d) where the tenants are not the occupiers, provide the Building Manager with a copy of all current sub-leases, licences, sub-licences, agreements or contracts noting the names of the sub-tenants;
 - (e) ensure your arrangement legally binds your tenants and sub-tenants to provide the information required pursuant to this clause 28.5; and
 - (f) ensure the information required under this by-law is kept current and updated as necessary.
- 28.6 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) Any purpose other than Residential Accommodation.

- 28.7 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.
- 28.8 As an owner you must indemnify the owners corporation against any claim, action, demand or expense incurred in relation to
- (a) Short Term Lettings 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.
- 28.9 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;
 - (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;
 - (c) the power to demand the required information contemplated in this by-law about tenants, sub-tenants, and licensees;
 - (d) 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 the parcel to carry out the necessary investigation to confirm that opinion;
 - (e) the authority to recover the cost 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.

By-Law 29 - Car Parking Spaces

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

- (a) grant or permit to be granted any lease or licence; or
 - (b) sell, trade or otherwise part with possession
- of 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.
- 29.4 If you are an owner, 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.
- 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 All vehicles parked in a car space forming a Lot or part of a Lot must clearly display an authorised parking permit in the windscreen. An authorised parking permit will be provided by the Concierge Manager for as long as you comply with this by-law.

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 withhold its approval or give it conditionally or unconditionally in its absolute discretion. You must comply with all conditions.
- 30.3 The owners corporation may from 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 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 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.

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.

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.

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.

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.

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.

- 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 Government 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.

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.