

Approved Form 7	Strata Plan By-laws	Sheet 1 of 35 sheets
Registered:	Office Use Only	Office Use Only

Instrument setting out the details of by-laws to be created upon registration of a strata plan

Strata By-Laws
323 Chisholm Road Auburn
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1. About the by-laws

1.1 Purpose of the by-laws

The by-laws regulate the day-to-day management and operation of the Building. They are an essential document for the Owners Corporation and everyone who owns or occupies a Lot.

1.2 Who must comply with the by-laws?

Owners and Occupiers must comply with the by-laws. The Owners Corporation must comply with the by-laws.

2. Common Property Rights By-Laws

2.1 Purpose of the Common Property Rights By-Laws

To more fairly apportion the costs for maintaining, repairing and replacing Common Property, the Common Property Rights By-Law makes Owners responsible for the Common Property which they exclusively use or have the benefit of.

2.2 Interpreting this by-law

In this by-law, "you" means an Owner who has the benefit of an Common Property Rights By-Law.

2.3 How to change an Common Property Rights By-Law

The Owners Corporation may, by special resolution:

- (a) create, amend or cancel an Common Property Rights By-Law with the written consent of each Owner who benefits (or will benefit) from the Common Property Rights By-Law; and
- (b) amend or cancel this by-law only with the written consent of each Owner who benefits from an Common Property Rights By-Law.

2.4 Occupiers may exercise rights

You may allow another Owner or an Occupier to exercise your rights under an Common Property Rights By-Law. However, you remain responsible to the Owners Corporation and, where appropriate, Government Agencies to comply with your obligations under the Common Property Rights By-Law.

2.5 Regular accounts for your costs

If you are required under an Common Property Rights By-Law to contribute towards the costs of the Owners Corporation, the Owners Corporation must give you regular accounts of the amounts you owe. The Owners Corporation may:

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- (a) include those amounts in notices for your administrative fund or capital works fund contributions; and
- (b) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

2.6 Repairing damage

You must repair damage you cause (or someone acting on your behalf causes) to Common Property or the property of another Owner or Occupier when exercising your rights or complying with your obligations under an Common Property Rights By-Law.

2.7 Indemnities

You indemnify the Owners Corporation against all claims and liability caused by exercising your rights or complying with your obligations under an Common Property Rights By-Law.

2.8 Additional insurances

In addition to your obligations under by-law 19 (Insurance premiums), you must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising your rights or performing your obligations under an Common Property Rights By-Law.

3. Your behaviour

3.1 Your general obligations

You must not:

- (a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of a Lot or Common Property by another Owner or Occupier; or
- (b) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors; or
- (c) smoke cigarettes, cigars or pipes or use electronic cigarettes, personal vaporisers or electronic nicotine delivery systems while you are on Common Property or allow smoke or vapour from them to enter Common Property; or
- (d) obstruct the legal use of Common Property by any person; or
- (e) do anything in the Building which is illegal; or
- (f) do anything which might damage the good reputation of the Owners Corporation or the Building.

3.2 Complying with the law

You must comply on time and at your cost with all laws relating to:

- (a) your Lot; and

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- (b) the use of your Lot; and
- (c) Common Property to which you have a licence, lease or a right to use under an Common Property Rights By-Law.

The laws with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of Government Agencies.

4. You are responsible for others

4.1 Your obligations

- (a) You must:
 - (i) take all reasonable actions to ensure your visitors comply with the by-laws; and
 - (ii) make your visitors leave the Building if they do not comply with the by-laws; and
 - (iii) take reasonable care about who you invite into the Building; and
 - (iv) accompany your visitors at all times, except when they are entering or leaving the Building.
- (b) You must not allow another person to do anything which you cannot do under the by-laws.

4.2 Requirements if you lease your Lot

If you lease or licence your Lot, you must:

- (a) provide your tenant or licensee with an up-to-date copy of the by-laws; and
- (b) ensure that your tenant or licensee and their visitors comply with the by-laws;
- (c) take all action available to you, including action under the lease or licence agreement, to make them comply or leave the Building; and
- (d) act promptly to comply with any reasonable notice you receive from the Owners Corporation, the Strata Committee or the Strata Manager about your tenant or licensee.

5. Use of your Lot

5.1 Prohibited uses

You must not use your Lot or the Common Property for:

- (a) a panel beating workshop;
- (b) a motor vehicle repair workshop;

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- (c) automotive or vehicle dismantling workshop or premises;
- (d) premises used for the sale of parts which are extracted from second hand vehicles;
- (e) auto wrecking or recycling businesses;
- (f) a motor vehicle or outboard motor mechanic business;
- (g) an auto-electrical workshop;
- (h) repairs to any motors including outboard and lawn mower motors;
- (i) the manufacture or repair of surfboards;
- (j) retail food businesses, including food preparation;
- (k) brothels or the supply of items associated with the sex trade; or
- (l) skateboarding, roller skating or roller blading

5.2 Approval for use/construction and fit out

- (a) Unless already permitted by the Development Approval, an Owner or Occupier of a Lot must submit a development application in relation to use of the Lot to the Council and must have such development application approved by the Council prior to occupation of the Lot.
- (b) The Owner or Occupier for the time being of any Lot is entitled at any time to make application to the Council and any other competent authority for consent to specific uses of any Lot, provided that proposed use conforms with these by-laws (**Complying Use**). The Owners Corporation must consent to any development application for a Complying Use and the Owners Corporation and all Owners and Occupiers acknowledge that the Council is the sole consent authority for any application for a Complying Use.
- (c) An Owner or Occupier must at all times use reasonable endeavours during the carrying out of any construction, alteration or fitout works within their Lot so as to minimise disturbance and inconvenience to other Lot Owners and Occupiers.

6. Your obligations

6.1 General obligations

You must:

- (a) keep your Lot clean and tidy and in good repair and condition;
- (b) take all precautions to keep your Lot free of rodents, vermin, insects, pests, birds and animals including where necessary, the employment of pest exterminators at your own expense; and

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- (c) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws which service your Lot (whether or not you made the installation or alteration); and
- (d) notify the Owners Corporation if you change the existing use of your Lot in a way which may affect its insurance policies or premiums; and
- (e) at your expense, comply with all laws about your Lot, including requirements of Government Agencies.

6.2 When will you need consent from the Owners Corporation?

Subject to the by-laws, you must have consent from the Owners Corporation to:

- (a) keep anything in your Lot which is visible from outside the Lot and is not in keeping with the appearance of the Building; or
- (b) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your Lot if they are visible from outside your Lot or the Building; or
- (c) attach or hang an aerial or wires outside your Lot or the Building.

6.3 Doors and windows

Subject to by-law 6.4 (Rights of the Owners Corporation to carry out work), you must clean, maintain and repair all windows and doors of your Lot (even if they are Common Property), including door and window locks and closures, associated with your Lot. However, you do not have to clean the glass in windows or doors that you cannot access safely.

6.4 Rights of the Owners Corporation to carry out work

- (a) If you do not maintain and repair the windows and doors of your Lot promptly in a proper and workmanlike manner the Owners Corporation may arrange to do that work at your cost.
- (b) The Owners Corporation may resolve to clean the glass in some or all of the windows and doors in the Building. If the Owners Corporation resolves to clean glass in your Lot, you are excused from your obligations under by-law 6.3 (Doors and windows) in relation to the cleaning of windows in your Lot for the period the Owners Corporation resolves to clean the glass.

6.5 Installations

You must not install in or on your Lot any:

- (a) public address or sound amplifying equipment; or
- (b) security system that will interfere with any security or fire safety equipment installed within the Building.

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6.6 Common Property areas

- (a) You must not litter Common Property or place or store anything on Common Property without the consent of the Owners Corporation.
- (b) You must not use water taps or hoses located on Common Property to wash vehicles or other personal property.

6.7 Rights of the Owners Corporation to access Lots

You must give the Owners Corporation and contractors engaged by the Owners Corporation reasonable access to your Lot to enable the Owners Corporation to perform its obligations and exercise its rights. Except in an emergency, the Owners Corporation must give you reasonable notice of the required access.

6.8 Children

You must not permit children to play on Common Property or to be unsupervised by an adult when they are on Common Property.

6.9 Storage of flammable material

You must not store any chemical, liquid, gas, flammable material on your Lot unless it is to be used in the lawful, permitted use of your Lot.

6.10 Drying your laundry

You must not hang laundry, towels, rugs, bedding or other articles on any part of your Lot that is visible from outside your Lot.

6.11 Devices or equipment

You must not operate any device or electronic equipment on your Lot which interferes with any domestic or office appliance lawfully used in the Building or another Lot.

6.12 Emissions

- (a) The use of your Lot must not give rise to the emission of gases, vapours, dusts or other impurities which are a nuisance, injurious or prejudicial to health.
- (b) Gaseous emissions from a Lot must comply with the requirements of the Protection of the *Environment Operations Act 1997* (NSW) and any relevant regulations and uses that produce airborne particulate matter must incorporate a dust collection system.

6.13 Keeping an animal

Subject to section 139 of the Management Act, you must not, without the prior written consent of the Owners Corporation, keep any animal in your Lot or on Common Property.

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6.14 Use of electrical facilities

- (c) You must make your own enquiries about the electricity requirements for your Lot.
- (d) You must not overload the electrical facilities provided to your Lot. If you cause overloading to occur you are responsible for all costs associated with repairs to your Lot and the Building.

6.15 Prevention of hazards

You must not do anything on your Lot or the Common Property that is likely to create a hazard or danger to the Owner or Occupier of another Lot or any person lawfully using the Common Property.

7. Erecting a sign - Industrial Lots only

7.1 Your obligations

- (a) You must not erect a sign, which includes, without limitation, any A-frame signs or "For Sale" or "For Lease" signs on the Common Property without the consent of the Strata Committee.
- (b) The Strata Committee may impose conditions on its consent.
- (c) The Developer does not need consent from the Owners Corporation to erect and display "For Sale" or "For Lease" signs on Common Property or in a Lot that you do not own.

7.2 Lot signage

You may display signage on the exterior entrance door or window adjacent to the entrance to your Lot and you are entitled to common property rights of that part of the Common Property for the installation of signage connected with the business conducted within your lot (**Lot Signage**).

7.3 Council approval

You must obtain all necessary consents or approvals from Council or any other relevant statutory authority in relation to any signage the subject of this by-law before displaying or installing that sign and provide the Strata Committee with a copy of all such consents and approvals.

7.4 Strata Committee directions

- (a) To ensure consistency of approach and to preserve the design integrity of the Building, the Strata Committee may specify strict requirements about the type, shape, size and location of signage and the duration for which the sign may be erected.
- (b) The Strata Committee may require you to take down any sign that is unauthorised or does not comply with this by-law or any other condition imposed by the Strata Committee.

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- (c) You must repair any damage to the Building caused by the erection or removal of your sign.
- (d) Your sign must be installed in a competent and proper manner and must have, in the opinion of the Strata Committee, an appearance after it has been installed, in keeping with the appearance of the rest of the Building.
- (e) You must keep you sign clean, safe and in good repair.
- (f) You must pay for all costs relating to the installation, maintenance, repair and removal of your sign.
- (g) You must not, without the consent of the Strata Committee, erect any other advertising or signs on or within the Building that may be viewed from the Common Property or outside the Building. This restriction includes, without limitation, any A frame signs placed anywhere about the Lot or Common Property or any signs that advertise that a lot is for sale or available for lease.

7.5 Directory Board

- (a) You must list the name of the business conducted within your Lot on the directory board provided in the ground floor Common Property (**Directory Board**) and promptly advise the Strata Committee of any change to the details.
- (b) The Owners Corporation will update the Directory Board at your cost.
- (c) The Strata Committee has the power to set standards for the style and use of the Directory Board and you must comply with those standards

7.6 Storage Lots

No signage rights are available to Owners or Occupiers of Storage Lots.

8. Plant and equipment

8.1 Installation of plant and equipment

- (a) Where any plant and equipment operated within your Lot is required to be installed, you have exclusive use of so much of the Common Property as is necessary for the proper and safe installation of the relevant plant and equipment.
- (b) You must ensure that any installation is done in accordance with manufacturer's/suppliers' instructions and in accordance with any relevant Australian Standard or occupational work, health and safety requirements.
- (c) You are solely responsible for making good all Common Property on removal of any plant and equipment.

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8.2 Heavy machinery or racking

You must not install heavy machinery or racking in your Lot unless an appropriately qualified structural engineer has first provided evidence to the reasonable satisfaction of the Strata Committee that:

- (a) the installation's weight is supported across a sufficient area;
- (b) the Building structure is capable of carrying the live and dead loads of proposed machinery, plant or equipment as well as any live and dead loads that may be imposed as a result of the installation process; and
- (c) the installation will be installed under the direction of a qualified structural engineer.

8.3 Noise

You must ensure that all plant and equipment stored or operated within your lot is installed, maintained and operated in such a manner as to ensure that any noise emanating from your lot complies with any standards which:

- (a) are specified from time to time by the Council and/or the Environment Protection Authority or equivalent, and
- (b) may otherwise be required pursuant to the noise control legislation.

9. Moving and delivering

9.1 Large items

You must only move large articles through the Common Property in accordance with the requirements and Rules of the Owners Corporation.

9.2 Damage

You must immediately notify the Strata Manager of any damage you (or the person making the delivery) cause to Common Property and make good any such damage at your cost.

10. How to dispose of your garbage

10.1 General requirements

Subject to the by-laws, you must not deposit or leave garbage or recyclable materials on Common Property or in an area of your Lot which is visible from outside your Lot.

10.2 Your obligations

- (a) You must:
 - (i) dispose of your non-recyclable garbage according to instructions from the Owners Corporation and Council;

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- (ii) leave your bulky garbage and recyclable materials in the area designated by the Owners Corporation;
- (iii) recycle your garbage according to instructions from the Owners Corporation and Council; and
- (iv) at your cost, arrange for your large articles of garbage, recyclable materials or liquids that are poisonous, dangerous to the environment or do not fit in designated garbage receptacles to be removed from the Building

10.3 Cleaning up spills

You must promptly remove anything that you or the garbage or recycling collector may have spilled in the area of your Lot or any receptacles used by you and clean the area where the spill occurred.

10.4 Council requirements

- (a) You must:
 - (i) comply with the Council's requirements for the storage, handling and collection of garbage, waste and recyclable material; and
 - (ii) notify the Council of any loss of, or damage to, receptacles provided by the Council for garbage, recyclable material or waste.
- (b) The Owners Corporation may post signs on the Common Property with instructions on the handling of garbage, waste and recyclable material that are consistent with the Council's requirements.

10.5 Damage to other people or property

You are liable for any damage caused to any other person or property following a breach of this by-law.

11. Environmental Management Plan

The Owners Corporation, Owners and Occupiers must comply with all requirements set out in the Environmental Management Plan.

12. Carrying out Building Works

- (a) An Owner or Occupier must comply with the requirements of the Environmental Management Plan (including any relevant site audit statement) registered on title to the Common Property.
- (b) Subject to the by-laws, you must have consent from the Owners Corporation to carry out building works.
- (c) An application for consent from the Owners Corporation must be provided not less than 14 days before you intend to commence your building works and that

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application must describe the proposed building works in sufficient detail for the Owners Corporation to ascertain:

- (i) the estimated time period for carrying out the building works;
- (ii) the nature and extent of the building works; and
- (iii) whether any Common Property will be affected.
- (d) You must use reasonable endeavours not to disturb or inconvenience other Lot Owners and Occupiers while carrying out building works.
- (e) You must obtain all necessary consents or approvals from Council or any other relevant statutory authority in relation to your building works before commencing the building works and provide the Owners Corporation with a copy of all such consents and approvals.
- (f) You must carry out all building works in accordance with any conditions imposed by the Owners Corporation, Council or any other relevant statutory authority and the Environmental Management Plan.
- (g) before carrying out any work, satisfy the Owners Corporation that the works will not adversely affect the fire engineered solution for or the fire safety of the Lot and that the works will include all necessary works to ensure the ongoing compliance of the Lot with the fire engineered solution and all other fire safety requirements of the Lot;

13. Penetrations to Common Property

- (a) No penetrations to any slab, wall or other Common Property structure , may be made without the permission of the Owners Corporation and of all relevant Government Agencies.
- (b) If permission is granted pursuant to by-law 14(a), the Owners Corporation may require a review by a suitably qualified structural engineer to ensure, in particular, that the Common Property will not be compromised by the penetration. Any such review will be at the cost of the Owner.
- (c) If any penetration is permitted, then the Owner effecting the penetration will be responsible for reinstating the Common Property at any time when the penetration is no longer required, and that Owner will be responsible for effecting all works in closing up the penetration in accordance with the requirements of all relevant authorities.
- (d) Any Owner effecting a penetration as contemplated by this by-law must maintain, repair and have serviced the Common Property area with respect to the penetration at its cost and expense.
- (e) When closing up any penetration, the Owner shall ensure that all fire rating specifications and requirements of all relevant statutory authorities are adhered to and met at the Owner's cost.

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- (f) Any Owner effecting a penetration as contemplated by this by-law indemnifies the Owners Corporation against all claims and liability caused by exercising rights or complying with obligations under this by-law.

14. Inter-Lot Walls

14.1 When you may alter or remove an Inter-Lot Wall

Subject to this by-law, you may alter or remove an Inter-Lot Wall if:

- (a) you own the Lots separated by the Inter-Lot Wall or you have the consent of the Owner of the adjoining Lot; and
- (b) it is not a structural wall; and
- (c) before you carry out the work, you provide the Owners Corporation with a certificate from a qualified structural engineer reasonably acceptable to the Owners Corporation certifying that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect Common Property or other Lots (including services to those Lots); and
- (d) you comply with the procedures in this by-law.

Otherwise, you must have the consent of the Owners Corporation to alter or remove an Inter-Lot Wall.

14.2 What consents are necessary?

Owner and Occupier do not need consent from the Owners Corporation to alter or remove an Inter-Lot Wall provided that you comply with the requirements of by-law 15.1 (When you may alter or remove an Inter-Lot Wall). However, you must obtain all necessary consents from Council and Government Agencies before you alter or remove an Inter-Lot Wall.

14.3 What are the conditions for carrying out the work?

It is a condition of you altering or removing an Inter-Lot Wall that you:

- (a) before carrying out any work, satisfy the Owners Corporation that the works will not adversely affect the fire engineered solution for or the fire safety of the Lot and that the works will include all necessary works to ensure the ongoing compliance of the Lot with the fire engineered solution and all other fire safety requirements of the Lot;
- (b) before carrying out any work, give the Owners Corporation evidence that you or your contractor have all usual insurances in relation to the performance of the works including public liability insurance for an amount of \$20,000.000 or other amount acceptable to the Owners Corporation;
- (c) carry out the work in a way that does not at any time compromise the fire safety of the Lot;

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- (d) on completion of the works provide the Owners Corporation with certification from an appropriately qualified consultant, in a form acceptable to the Owners Corporation (acting reasonably), that the works as completed have not adversely affected the fire engineered solution for or the fire safety of the Lot;
- (e) carry out the work in the method certified by the structural engineer under by-law 15.1 (When you may alter or remove an Inter-Lot Wall); and
- (f) if appropriate, comply with section 19 of the Development Act and lodge any necessary building alteration plan with the Registrar-General; and
- (g) comply with all by-laws that relate to building works ; and
- (h) you comply with all necessary Government Agencies consents; and
- (i) acknowledge for yourself and future Owners of your Lot that the Owners Corporation does not have to reinstate the Inter-Lot Wall; and
- (j) you and the Owner of the adjoining Lot will have joint exclusive use of the Common Property space that was occupied by the removed Inter-Lot Wall and you acknowledge joint responsibility for the maintenance, repair and replacement of the floor and ceiling finishes within that space; and
- (k) when you no longer own both of the adjoining Lots:
 - (i) the Inter-Lot Wall must be reinstated; and
 - (ii) the reinstatement must be to the satisfaction of the Owners Corporation and in accordance with these by-laws; and
 - (iii) the exclusive use rights and your associated obligations will cease

15. Damage to Common Property

15.1 Your obligations

- (a) Subject to the by-laws, you must:
 - (i) use Common Property equipment only for its intended purpose; and
 - (ii) immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and
 - (iii) compensate the Owners Corporation for any damage to Common Property caused by you, your visitors or persons doing work in the Building on your behalf.
- (b) Subject to the by-laws, you must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property without the approval in writing of the Owners Corporation.
- (c) An approval given by the Owners Corporation under by-law 16.1 cannot authorise any additions to the Common Property.

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15.2 Locking devices

- (a) By-law 16.1(b) does not prevent you from installing any locking or other safety device for protection of your Lot against intruders, provided that such structure or device complies with the relevant fire safety standards or code and you provide the Owners Corporation, with a report signed by a qualified fire safety expert or other appropriately qualified person demonstrating that the structure or device complies with the relevant fire safety standards or code.
- (b) Any such locking or safety device must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building.
- (c) Despite section 106 of the Management Act, you must:
 - (i) maintain and keep in a state of good and serviceable repair any installation or structure referred to in 16.2(a) that forms part of the Common Property and that services your Lot; and
 - (ii) repair any damage caused to any part of the Common Property by the installation or removal of any locking or safety device referred to in by-law 16.2(a) that forms part of the Common Property and that services your Lot.
- (d) The Owners Corporation may delegate any powers of approval under this by-law to the Strata Committee.

15.3 When will you need consent from the Owners Corporation?

Subject to the by-laws, you must have consent from the Owners Corporation to:

- (a) interfere with or damage Common Property; or
- (b) remove anything from Common Property that belongs to the Owners Corporation; or
- (c) interfere with the operation of Common Property equipment.

15.4 Graffiti

The Strata Committee must ensure that any graffiti on the Building is promptly cleaned and, where necessary, painted over.

16. Services

16.1 Access to conduits and pipes

Owners or Occupiers having conduits or piping running through their Lots for the benefit of other Lots must not unreasonably restrict access for the purposes of inspection, maintenance or upgrades.

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16.2 Make good damage

If you, your agents or invitees damage any conduit or pipe that runs through your Lot for the benefit of another Lot, you must pay the cost of making good that damage. Damage to any Owner's conduits or piping in another Owner's Lot and caused by that Owner, his occupiers, agents or invitees will be repaired at the expense of that Owner, even if the conduit or piping is not in their favour.

17. Essential fire systems

- (a) You must not do anything in your Lot or the Building that:
 - (i) may interfere with or activate the fire detection system for the Building; or
 - (ii) causes any item or thing to be located within 500mm below the sprinkler heads of any sprinkler system forming part of the fire detection system for the Building. .
- (b) If you cause a false fire alarm any charges incurred by the Owners Corporation will be recoverable from you.
- (c) During building, fitout or other works/activities where dust or smoke may be emitted that triggers the fire detection system you must:
 - (i) engage the Owners Corporation's fire services contractor to isolate the fire detection system in the area where works will be undertaken and de-isolate the fire detection system at the end of each period when works/activities cease; and
 - (ii) provide appropriate notifications to the Strata Manager and other authorities concerning the impairment of the fire detection system.

18. Insurance premiums

18.1 Consent from the Owners Corporation

You must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an insurance policy affected by the Owners Corporation.

18.2 Payments for increased premiums

If the Owners Corporation gives you consent under this by-law, it may make conditions that require you to reimburse the Owners Corporation for any increased premium. If you do not agree with the conditions, the Owners Corporation may refuse its consent.

18.3 Insurances with respect to works

If any works are permitted by the Strata Manager or in accordance with these by-laws, the Owner must first ensure that its public liability insurances extend to cover those works and any activities on the Common Property, and that the contractor carrying out any such

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works has appropriate contractors all risk insurances with respect to the works being undertaken by that contractor on behalf of the Owner.

19. Security Keys

19.1 Providing Owners and Occupiers with Security Keys

- (a) Subject to this by-law, the Owners Corporation must give you a Security Key if it restricts access to the Building or parts of the Building by means of a Security Key.
- (b) The Security Keys provide under this by-law need only provide access to those parts of the Building which you are entitled to access.

19.2 Fees for additional Security Keys

The Owners Corporation may charge you a fee or bond if you require extra or replacement Security Keys.

19.3 Who do Security Keys belong to?

Security Keys belong to the Owners Corporation.

19.4 Managing the Security Key system

The Owners Corporation has the power to:

- (a) re-code Security Keys; and
- (b) require you to promptly return your Security Keys to the Owners Corporation to be re-coded; and
- (c) make agreements with another person to exercise its functions under this by-law and, in particular, to manage the Security Key system. The agreement may have provisions requiring Owners to pay the other person an administration fee for the provision of Security Keys.

19.5 Your obligations You must:

- (a) comply with the reasonable instructions of the Owners Corporation about Security keys and, in particular, instructions about re-coding and returning Security Keys; and
- (b) take all reasonable steps not to lose Security Keys; and
- (c) return Security Keys to the Owners Corporation if you do not need them or if you are no longer an Owner or Occupier; and
- (d) notify the Owners Corporation immediately if you lose a Security Key.

19.6 Some prohibitions

You must not:

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- (a) copy a Security Key; or
- (b) give a Security Key to someone who is not an Owner or Occupier.

19.7 Procedures if you lease your Lot

If you lease or licence your Lot, you must include a requirement in the lease or licence that the Occupier return Security Keys to the Owners Corporation when they no longer occupy a Lot.

20. Vehicles and parking

20.1 Vehicles

- (a) You must not park or stand any motor or other vehicle on Common Property except with the written approval of the Owners Corporation. Without limitation, this includes any Common Property parking spaces and service areas.
- (b) The Owners Corporation may delegate the granting of consent under by-law 21.1(a) to the Strata Committee.
- (c) Vehicles parked on Common Property without consent may be clamped or removed by direction of the Strata Manager or the Strata Committee, which may charge the offending Owner or Occupier for any associated cost or damage caused and to recover this cost as a debt. At the date of registration of these by-laws that cost will be the higher of \$500 plus GST or the actual cost incurred. The Strata Committee has the power to change this amount in the Rules.

20.2 Controlling traffic and parking on Common Property

In addition to its powers under the Management Act, the Owners Corporation has the power to:

- (a) impose a speed limit for traffic on Common Property;
- (b) impose reasonable restrictions on the use of Common Property driveways and parking areas including the maximum height, weight and length of vehicles permitted to enter and use part or all of the Common Property;
- (c) install speed humps and other traffic control devices in Common Property;
- (d) install signs about parking; and
- (e) install signs to control traffic in Common Property and, in particular, traffic entering and leaving the Building.

20.3 Use of car spaces

- (a) Car spaces, except spaces for service vehicles and loading bays must only be used by occupants of the Building.

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- (b) You must not lease, licence or transfer ownership of your car spaces to any person other than an occupant of the Building.
- (c) All service vehicle docks, access driveways and car spaces must be kept clear of goods at all times and must not be used for storage purposes, including garbage storage, whether temporary or permanent.
- (d) The Strata Committee has authority to remove any item placed in a car space in breach of these by-laws and to charge you for any associated cost or damage caused and to recover that cost as a debt.
- (e) Having regard to by-law 21.3(c) you may install parking space protectors to your car spaces, provided they are located wholly within the boundaries of your Lot and are affixed to the floor slab only (and not to columns or walls). You are solely responsible for making good all Common Property on removal of any parking space protector.

20.4 Bicycle spaces

- (a) An Owner, Occupier or their invitees:
 - (i) must not park any bicycle on Common Property except in the designated bicycle spaces;
 - (ii) may park a bicycle in a bicycle space for a consecutive period of up to 12 hours at any one time; and
 - (iii) must not park bicycles in a bicycle space that are in a state of disrepair.
- (b) Owners, Occupiers and their invitees who park bicycles on Common Property do so at their own risk.
- (c) The Executive Committee has authority to remove bicycles that remain on Common Property in breach of the provisions of this by-law 21.4.

21. Services provided by the Owners Corporation

21.1 Services

- (a) The Owners Corporation may by resolution determine to enter into arrangements for the supply of amenities or services to one or more Lots including:
 - (i) electricity, water or gas supply;
 - (ii) air conditioning condenser water;
 - (iii) window cleaning;
 - (iv) garbage disposal and recycling services;
 - (v) telecommunication services; and

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(vi) security services.

(vii) landscaping and garden maintenance.

- (b) If the Owners Corporation makes a resolution referred to in this by-law to provide an amenity or service to a Lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

21.2 Agreements with third parties

The Owners Corporation may have agreements with third parties about the installation, operation, maintenance, repair and replacement of services.

21.3 Agreements with Owners and Occupiers

The Owners Corporation may make agreements with Owners and Occupiers about paying for services supplied under this by-law.

22. Agreement for supply of electricity

22.1 Power to enter into agreement

The Owners Corporation has the power to appoint and enter into agreements with an electricity supplier for the installation of an embedded electrical system, or other network, in the Building for the supply of electricity to Lots and Common Property.

22.2 Initial Period

The Owners Corporation may enter into agreements with the electricity supplier during the Initial Period.

22.3 Delegation of functions

The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to an electricity supplier.

22.4 Agreement during the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with an electricity supplier during the Initial Period:

- (a) the term of the agreement must not exceed the date of the first annual general meeting of the Owners Corporation (or other minimum period permitted by law); and
- (b) the Owners Corporation may agree to pay the electricity supplier a market related fee for performing the duties under the agreement, as well as a fee for initial set up costs incurred by the electricity supplier that will be payable if the electricity supplier is not appointed by the Owners Corporation at the first annual general meeting.

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22.5 Agreements after the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with an electricity supplier after the Initial Period:

- (a) the term of the agreement may be for the period agreed by the Owners Corporation which in each case should not exceed the period permitted by law; and
- (b) the pricing of the electricity supplied under the agreement may be as agreed by the Owners Corporation.

22.6 What provisions must be included in an agreement?

An agreement between the Owners Corporation (in its own right) and an electricity supplier must have provisions about:

- (a) the rights of the Owners Corporation to terminate the agreement early if the electricity supplier does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of Owners and Occupiers to opt out of purchasing electricity from the electricity supplier and the process for opting out.

22.7 Agreement to manage Embedded Network

- (a) The Owners Corporation has the power to appoint a network manager (**Network Manager**) to manage the operation of the electricity network including obligations in relation to compliance, billing, debt recovery and customer enquiries.
- (b) The Owners Corporation may enter into agreements with the Network Manager during the Initial Period.
- (c) The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to a Network Manager.
- (d) If the Owners Corporation (in its own right) enters into an agreement with a Network Manager during the Initial Period:
 - (i) the term of the agreement must not exceed the date of the first annual general meeting of the Owners Corporation (or other minimum period permitted by law); and
 - (ii) the Owners Corporation may agree to pay the Network Manager a market related fee for performing the duties under the agreement.
- (e) If the Owners Corporation (in its own right) enters into an agreement with a Network Manager after the Initial Period:
 - (i) the term of the agreement may be for the period agreed by the Owners Corporation which in each case should not exceed the period permitted by law; and

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(ii) the fee payable under the agreement may be as agreed by the Owners Corporation.

(f) An agreement between the Owners Corporation (in its own right) and a Network Manager must have provisions about the rights of the Owners Corporation to terminate the agreement early if the Network Manager does not properly perform its functions or comply with its obligations under the agreement.

23. Service agreements

- (a) The Developer may enter into service agreements for the provision of services and/or maintenance and repair of plant and equipment within the Building, whether it does so as a requirement of the Council or for the good order and management of the Building.
- (b) The Owners Corporation must accept an assignment or novation of any such service agreement and must maintain appropriate service agreements throughout the life of the Building.
- (c) The cost of any service agreement is payable by all Owners whose Lot receives the benefit of any service contract in the proportion that the unit entitlement of the Lot bears to the total unit entitlement of all Lots that receive the benefit.

24. Exclusive use of Air Conditioning Systems

24.1 Common Property Rights By-Law

This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Lot. By-law 2 (Common Property Rights By-Laws) applies to this Common Property Rights By-Law.

24.2 Exclusive use rights

- (a) Any Owner of a Lot that has any part of its Air Conditioning System located on Common Property has exclusive use of that part of the Air Conditioning System that exclusively services their Lot.
- (b) Any Owners of Lots that are serviced by a condenser unit will have joint exclusive use of the condenser unit that services their Lots.

24.3 Interpreting this by-law

In this Common Property Rights By-Law, “**you**” means the Owner of a Lot.

24.4 What are your obligations?

- (a) You must, at your cost, operate, maintain, repair and, where necessary, replace the Air Conditioning System which exclusively services your Lot:

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- (i) in a proper and safe manner at all times; and
- (ii) according to the requirements of Government Agencies about air conditioning services; and
- (iii) using contractors approved by the Owners Corporation to maintain, repair and replace the Air Conditioning System which exclusively services your Lot.
- (b) The cost of operating, maintaining, repairing and replacing shared condenser units will be paid for by the Owners in shares proportional to the unit entitlement of their Lot in relation to the total of the unit entitlements for all the Lots that have exclusive use of that condenser unit.
- (c) You are responsible for insuring the Air Conditional System that services your Lot.
- (d) You indemnify the Owners Corporation against all claims and liability caused by exercising rights or complying with obligations under this by-law.

24.5 Paying for air conditioning services

If the Owners Corporation incurs costs in connection with the maintenance, repair or replacement of your Air Conditioning System, you must pay those costs on demand. The Owners Corporation may include these costs in your next administrative fund or capital works fund contributions.

24.6 Additional Air Conditioning Systems

- (a) You may not install additional Air Conditioning systems which require the location of new condensers or other equipment on the roof or other areas of the Building until you:
 - (i) satisfy the Owners Corporation that it will not impact the external visual appearance of the Building;
 - (ii) obtain the written approval of the Owners Corporation to the installation and the exclusive use of the Common Property involved;
 - (iii) obtain any necessary approval from the Council or other competent authority;
 - (iv) arrange for the installation of all arrestor systems in accordance with any relevant Australian Standard; and
- (b) Within 14 days of completion of installation, you must provide documentary evidence to the reasonable satisfaction of the Owners Corporation that the plant and equipment has been installed in accordance with manufacturer's instructions and any relevant Australian Standard.

25. Storage Lots - Mezzanine Level

- (a) This is a Common Property Rights by-law.

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- (b) Each Owner for the time being of a Storage Lot has the special privilege and right to install a mezzanine level within their Storage Lot (**Mezz Level**) and, subject to by-law 26(c) has exclusive use and enjoyment of so much of the Common Property as is necessary to install and affix a Mezz Level.
- (c) The Mezz Level must not be affixed the Common Property boundary walls or otherwise rely on the Common Property boundary walls for support.
- (d) Prior to installation of any Mezz Level the Owner must ensure Common Property service lines and essential services will not be impacted by the Mezz Level including but not limited to electrical services, hydraulic services and fire safety systems.
- (e) Any Mezz Level installed must be installed, maintained, repaired, removed and insured at the sole cost and risk of the Owner and must be constructed in a proper and workmanlike, structurally sound manner and in accordance with the requirements of any relevant authority.
- (f) Any Mezz Level must not be installed within a Storage Lot unless an appropriately qualified structural engineer has first provided evidence to the reasonable satisfaction of the Executive Committee that the live and deadloads likely to be carried by the Mezz Level can be supported by the existing structure. Furthermore any Mezz Level shall be designed in accordance with the appropriate Australian Standard.
- (g) Any Mezz Level with a solid floor will require the addition of fire safety smoke detection devices and following installation certification of required additional essential fire safety measures must be provided to the Owners Corporation.
- (h) Any damage to Common Property caused during installation or removal of any Mezz Level must be promptly made good at the cost of the Owner to the reasonable satisfaction of the strata committee or its appointed expert.
- (i) If the Owner does not comply with any part of this by-law, the Owners Corporation may enter the relevant Storage Lot, make good any works or damage and recover the cost as a debt against the Owner.

26. Exclusive use of Roller Doors

26.1 Common Property Rights By-Law

This is an Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Lot. By-law 2 (Common Property Rights By-Laws) applies to this Common Property Rights By-Law.

26.2 Exclusive use rights

Any Owner of a Lot that has a roller door affixed to their Lot has exclusive use of the roller door.

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26.3 Interpreting this by-law

In this Common Property Rights By-Law, “**you**” means the Owner of a Lot.

26.4 What are your obligations?

- (a) You must, at your cost, operate, maintain, repair and, where necessary, replace the roller door:
 - (i) in a proper and safe manner at all times; and
 - (ii) according to the requirements of Government Agencies; and
 - (iii) using contractors approved by the Owners Corporation to maintain, repair and replace the roller door; and
- (b) If it is necessary to replace the roller door to an Industrial Lot it must meet the following minimum specifications:
 - (i) the colour and external appearance to be identical with the colour and external appearance of roller doors throughout the scheme; and
 - (ii) standard industrial grade with minimum height clearance of 4.2m high; and
 - (iii) operated by 3 phase with Grifco Motor or similar; and
 - (iv) where roller doors are 8.0m or wider they shall have wind lock guides; and
 - (v) internal fire compartment (if applicable) the roller doors are required to have magnetic hold open devices wired into the Fire Alarm system with auto descent on activation with warning signs on strobe lights to comply with Building Code of Australia and Australian Standard.
- (c) If it is necessary to replace the roller door for a Storage Lot then it must meet the following minimum specifications:
 - (i) the colour and external appearance to be identical with the colour and external appearance of roller doors throughout the scheme; and
 - (ii) standard industrial grade with minimum height clearance of 3.5m high, chain operated
- (d) You are responsible for insuring the roller door.
- (e) You indemnify the Owners Corporation against all claims and liability caused by exercising rights or complying with obligations under this by-law.

26.5 Paying for roller door

If the Owners Corporation incurs costs in connection with the maintenance, repair or replacement of your roller door, you must pay those costs on demand. The Owners Corporation may include these costs in your next administrative fund or capital works fund contributions.

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27. Grease Traps

Grease Traps are prohibited to be installed in any Lot.

28. Loading Docks

- (a) The Owner of an Industrial Unit:
 - (i) must carrying out all loading and unloading operations wholly within the confines of the loading dock;
 - (ii) must not carry out loading and unloading operations between the hours of 10pm and 6am on any day or such other hours specified by the Council or other relevant authority from time to time;
 - (iii) must maintain and repair and keep clean the loading dock;
 - (iv) must reimburse the Owners Corporation for maintenance, repair of or replacement of the loading dock which exclusively services that Industrial Unit which may be carried out by the Owners Corporation;
 - (v) must notify the Owners Corporation of any damage to Common Property or the property of another owner or occupier caused by exercising rights under this by-law and promptly repair such damage to the satisfaction of the strata committee.
 - (vi) accepts that the Owners Corporation has the right to repair the damage referred to in clause 29(a)(iii) and the Owner must reimburse the Owners Corporation for direct and associated costs; and
 - (vii) indemnifies the Owners Corporation against all claims and liability caused by exercising rights or complying with obligations under this by-law.
- (b) Parking space protectors must not be installed in any designated loading dock areas.

29. Rules

29.1 Powers of the Owners Corporation

The Owners Corporation has the power to make Rules about the:

- (a) security and control of the Building;
- (b) use and management of the Building and, in particular, the use of Common Property;
- (c) appearance of Lots;
- (d) appearance of the Building; and
- (e) any other matter determined by the strata committee.

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29.2 Changing Rules

The Owners Corporation may add to or change the Rules at any time.

29.3 What are your obligations?

You must comply with the Rules.

29.4 What if a Rule is inconsistent with the by-laws?

If a Rule is inconsistent with the by-laws or the requirements of a Government Agency, the by-laws or requirements of the Government Agency prevail to the extent of the inconsistency.

29.5 Display of Rules

The Owners Corporation must display any new or amended Rules on the notice board of the Building for at least 7 days or send a copy to you.

30. How are consents given?

30.1 Who may give consent?

Unless a by-law states otherwise, consents under the by-laws may be given by:

- (a) the Owners Corporation at a general meeting; or
- (b) the Strata Committee at a meeting of the Strata Committee.

30.2 Conditions

The Owners Corporation or the Strata Committee may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.

30.3 Can consent be revoked?

The Owners Corporation or the Strata Committee may revoke their consent if you do not comply with:

- (a) conditions made by them when they gave you consent; or
- (b) the by-law under which they gave you consent.

31. Failure to comply with by-laws

31.1 What can the Owners Corporation do?

The Owners Corporation may do anything on your Lot that you should have done under the Management Act or the by-laws but which you have not done or, in the opinion of the Owners Corporation, have not done properly.

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31.2 Procedures

The Owners Corporation must give you a written notice specifying when it will enter your Lot to do the work. You must:

- (a) give the Owners Corporation (or persons authorised by it) access to your Lot according to the notice and at your cost; and
- (b) pay the Owners Corporation for its costs for doing the work.

31.3 Recovering money

The Owners Corporation may recover any money you owe it under the by-laws as a debt.

32. Reimbursement of costs, charges and expenses

- (a) An Owner or Occupier of a lot must pay or reimburse the Owners Corporation on demand for the costs, charges and expenses of the Owners Corporation in connection with the contemplated or actual enforcement, or preservation of any rights under the by-laws in relation to the Owner or Occupier and recovery of contributions that are in arrears.
- (b) The costs, charges and expenses under 32(a) include, without limitation, those expenses incurred in retaining any:
 - (i) independent consultant or other person to evaluate any matter of concern and administration costs in connection with those matters; and
 - (ii) interest on arrears of contributions and any legal or other costs incurred by the Owners Corporation in enforcing or recovering contributions that are in arrears.

33. Service of documents, applications and complaints

33.1 Service of documents

If you have given the Owners Corporation an e-mail address for communications with you, the Owners Corporation may serve notices and deliver documents to you at that e-mail address. A notice or document served on or delivered to you by e-mail will be deemed to have been received by you 24 hours after the time it is sent as evidenced by the dispatch record generated by the senders computer or other electronic device used to send the e-mail.

33.2 Applications and complaints

You must make any applications and complaints to the Owners Corporation in writing and address them to the Strata Manager.

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34. Interpretation

34.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

Air Conditioning Systems include, without limitation:

- (a) air handling units and equipment;
- (b) cables, conduits, pipes, wires and ducts which are located in a Lot or Common Property that exclusively service the Air conditioning System in a Lot; and

Building has the same meaning as it does in the Management Act.

Common Property means the common property of the Strata Plan.

Common Property Rights By-Law means by-laws granting Owners exclusive use and special privileges of Common Property according to Division 3, Part 7 of the Management Act.

Council means Georges River Council .

Developer means TN Auburn Pty Ltd ACN 670 838 918

Development Act means the *Strata Schemes Development Act 2015* (NSW).

Development Approval means Council's notice of determination of a development application dated ##### in respect of development application DA-#####, as varied, modified or replaced from time to time.

Environmental Management Plan means any environmental management plan prepared in accordance with Chapter 4 of the *Environment Protection and Biodiversity Conservation Act 1999* (Cth) for 323 Chisholm Road Auburn a copy of which is held by Council.

Government Agency means a governmental or semi-governmental administrative, fiscal or judicial department or entity.

Industrial Lots means Lots 1-55 in the Strata Plan and includes any subdivision or consolidation of those lots or any of them.

Initial Period has the same meaning as it does in the Management Act. Lot means a lot in the Building.

Inter Lot Wall means a Common Property wall between two Lots.

Lot means any lot in the Strata Plan.

Management Act means the *Strata Schemes Management Act 2015* (NSW). Network Manager has the meaning given to that term in by-law 22.

Occupier means the occupier, lessee or licensee of a Lot.

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Owner means:

- (a) the owner for the time being of a Lot; and
- (b) if a Lot is subdivided or re-subdivided, the owners for the time being of the new Lots; and
- (c) for a Common Property Rights By-Law, the owner(s) of the Lot(s) benefiting from the by-law; and
- (d) a mortgagee in possession of a Lot.

Owners Corporation means The Owners of the Strata Plan being the Owners Corporation for the Building.

Registrar-General means NSW Land Registry Services.

Rules mean Rules made by the Owners Corporation according to by-law 30 (**Rules**).

Security Keys means a key, magnetic card or other device or information used in the Building to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems.

Storage Lots means Lots 56 - 75 in the Strata Plan and includes any subdivision or consolidation of those lots or any of them.

Strata Committee has the same meaning as in the Management Act.

Strata Plan means the plan registered in relation to the Building.

Strata Manager means the person appointed by the Owners Corporation as its strata managing agent under section 49 of the Management Act. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owners Corporation.

34.2 References to certain terms

Unless a contrary intention appears, a reference in the by-laws to:

- (a) words that this by-law does not explain have the same meaning as they do in the Management Act; and
- (b) the word “**you**” means an Owner or Occupier; and
- (c) a by-law is a reference to the by-laws and Common Property Rights By-Laws under the Management Act which are in force for the Building; and
- (d) a document (including the by-laws) includes any amendment, addition or replacement of it; and
- (e) a law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and

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- (f) the word “**person**” includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency; and
- (g) a particular person includes a reference to the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and
- (h) the singular includes the plural and vice versa; and
- (i) the words “**include**”, “**including**” “**for example**” or “**such as**” are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

34.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of the by-laws.

34.4 Severability

If the whole or any part of a provision in the by-laws is void, unenforceable or illegal, then that provision or part provision is severed from the by-laws. The remaining by-laws have full force and effect unless the severance alters the basic nature of a by-law or is contrary to public policy.

34.5 Discretion in exercising rights

The Owners Corporation and the Strata Committee may exercise a right or remedy or give their consent in any way they consider appropriate (unless the by-laws expressly state otherwise).

34.6 Partial exercise of rights

If the Owners Corporation, Strata Committee, an Owner or an Occupier do not fully exercise a right or remedy fully or at a given time, they may still exercise it later.

34.7 Remedies cumulative

The rights and remedies provided in the by-laws are in addition to other rights and remedies given by law independently of the by-laws.

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Registered Proprietor

Signed by **TN**
Auburn Pty Ltd ACN
670 838 918. under
s.127(1) of the
Corporations Act
2001

sign

office (director or secretary)

full name

sign

office (director or secretary)

full name

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Mortgagee

Signed by #####

under s.127(1) of the
Corporations Act
2001

sign

sign

office (director or secretary)

office (director or secretary)

full name

full name