

Approved Form 7	Strata Plan By-laws	Sheet 1 of 59 sheets
Registered:		

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

The by-laws to be created and their details are listed on page 2 and following

Strata By-Laws for The Grand Eastlakes (North) Residential Building [A/B/C]

SP[103000/103001/103002]

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Approved Form 7	Strata Plan By-laws	Sheet 2 of 59 sheets
Registered:		

Contents

Strata By-Laws for The Grand Eastlakes (North) Residential Building [A/B/C]	1
1. About the by-laws	4
2. Strata Management Statement	4
3. Common Property Rights By-Laws	5
4. Your behaviour	6
5. You are responsible for others	7
6. Your obligations	8
7. Owners Corporation obligations	13
8. The Balcony of your Apartment	15
9. Storing and operating a barbeque	16
10. Keeping an animal	17
11. Erecting a sign	20
12. Moving and delivering furniture and goods	20
13. How to dispose of your garbage	22
14. Carrying out Building Works	25
15. Inter-Lot Walls and Internal Walls	28
16. Controlling traffic and parking on Common Property	30
17. Car spaces	31
18. Storage spaces	32
19. Loading Dock	33
20. Carwash Bay	33
21. Pet Wash Bay	33
22. Swimming Pool Area	34
23. Gym	34

Approved Form 7	Strata Plan By-laws	Sheet 3 of 59 sheets
Registered:		

24. Podium Area	35
25. Roof Terrace	35
26. Visitor car parking	35
27. Agreement with the Building Manager	36
28. Services provided by the Owners Corporation	38
29. Agreement for supply of Embedded Network Services	38
30. Licences	41
31. Damage to Common Property	41
32. Insurance premiums	42
33. Security at the Building	42
34. Security Keys	43
35. Fire control	45
36. Use of 'Crown' and 'Crown Group'	45
37. Exclusive use of Air Conditioning Systems	46
38. Rules	47
39. Notice board	48
40. How are consents given?	48
41. Failure to comply with by-laws	49
42. Service of documents, applications and complaints	51
43. Interpretation	51

Approved Form 7	Strata Plan By-laws	Sheet 4 of 59 sheets
Registered:		

Strata By-Laws for The Grand Eastlakes (North) Residential Building [A/B/C]

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 an Apartment.

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. Strata Management Statement

2.1 Purpose

The Strata Management Statement regulates the management and operational issues affecting the Building and the various components of The Grand Eastlakes (North) by Crown Group. It contains requirements (in addition to these by-laws) with which you and the Owners Corporation must comply including:

- (a) requirements for the use and operation of Shared Facilities; and
- (b) the apportionment of costs for Shared Facilities; and
- (c) insurance requirements.

2.2 Who must comply with the Strata Management Statement

You and the Owners Corporation must comply with the Strata Management Statement.

2.3 Copies of the Strata Management Statement

You should contact the Strata Manager if you would like a copy of the Strata Management Statement, at your cost.

2.4 Building Management Committee

- (a) The Building Management Committee is established under the Strata Management Statement to administer issues affecting the Building and the various components of The Grand Eastlakes (North) by Crown Group. The Owners Corporation is a member of the Building Management Committee.

Approved Form 7	Strata Plan By-laws	Sheet 5 of 59 sheets
Registered:		

- (b) The Strata Committee is authorised to appoint a representative to represent and vote for the Owners Corporation at meetings of the Building Management Committee. That representative may be a member of the Strata Committee. If the Strata Committee does not appoint a representative, the Owners Corporation must, by special resolution according to the Development Act, appoint a representative to represent and vote for it at meetings of the Building Management Committee.

2.5 Consents under the Strata Management Statement

Nothing in the by-laws gives you or the Owners Corporation consent to do anything which is prohibited or regulated by the Strata Management Statement. A consent under the by-laws does not relieve you or the Owners Corporation from obligations to obtain consents under the Strata Management Statement.

2.6 Inconsistencies between the by-laws and the Strata Management Statement

If there is an inconsistency between a by-law and the Strata Management Statement, the Owners Corporation must amend the inconsistent by-law to make it consistent with the Strata Management Statement.

3. Common Property Rights By-Laws

3.1 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 make Owners responsible for the Common Property which they exclusively use or have the benefit of.

3.2 Interpreting this by-law

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

3.3 How to change an Common Property Rights By-Law

The Owners Corporation may, by special resolution:

- (a) create, amend or cancel a 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 a Common Property Rights By-Law.

3.4 Occupiers may exercise rights

You may allow another Owner or an Occupier to exercise your rights under a 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.

Approved Form 7	Strata Plan By-laws	Sheet 6 of 59 sheets
Registered:		

3.5 Regular accounts for your costs

If you are required under a 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:

- (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).

3.6 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 a Common Property Rights By-Law.

3.7 Indemnities

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

3.8 Additional insurances

In addition to your obligations under by-law 22 (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 a Common Property Rights By-Law.

4. Your behaviour

4.1 What are your general obligations?

You must not:

- (a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of an Apartment 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 another Apartment; or
- (d) obstruct the legal use of Common Property by any person; or
- (e) do anything in the Building which is illegal; or

Approved Form 7	Strata Plan By-laws	Sheet 7 of 59 sheets
Registered:		

- (f) do anything which might damage the good reputation of the Owners Corporation or the Building.

4.2 Complying with the law

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

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

5. You are responsible for others

5.1 What are your obligations?

You must:

- (a) take all reasonable actions to ensure your visitors comply with the by-laws and the Strata Management Statement; and
- (b) make your visitors leave the Building if they do not comply with the by-laws or the Strata Management Statement; and
- (c) take reasonable care about who you invite into the Building or The Grand Eastlakes (North) by Crown Group; and
- (d) accompany your visitors at all times, except when they are entering or leaving the Building or The Grand Eastlakes (North) by Crown Group.

You must not allow another person to do anything which you cannot do under the by-laws or the Strata Management Statement.

5.2 Requirements if you lease your Apartment

If you lease or licence your Apartment, you must:

- (a) comply with by-law 6.25 (No short term accommodation); and
- (b) provide your tenant or licensee with an up-to-date copy of the by-laws and the Strata Management Statement; and
- (c) ensure that your tenant or licensee and their visitors comply with the by-laws and the Strata Management Statement; and

Approved Form 7	Strata Plan By-laws	Sheet 8 of 59 sheets
Registered:		

- (d) take all action available to you, including action under the lease or licence agreement, to make them comply or leave the Building.

6. Your obligations

6.1 Strata Management Statement

You must comply with the provisions of the Strata Management Statement in addition to these By-Laws.

6.2 General obligations

You must:

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

6.3 When you will need consent from the Building Management Committee

Subject to your rights under the by-laws, you must have consent from the Building Management Committee to:

- (a) carry out Building Works which will affect Shared Facilities or the external appearance of The Grand Eastlakes (North) by Crown Group; or
- (b) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your Apartment if they are visible from outside your Apartment or The Grand Eastlakes (North) by Crown Group; or
- (c) install an intruder alarm with an audible signal.

6.4 When will you need consent from the Owners Corporation?

- (a) Subject to the by-laws and the Strata Management Statement, you must have consent from the Owners Corporation to:
 - (i) carry out Building Works; or

Approved Form 7	Strata Plan By-laws	Sheet 9 of 59 sheets
Registered:		

- (ii) keep anything in your Apartment which is visible from outside the Apartment and is not in keeping with the appearance of the Building; or
- (iii) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your Apartment if they are visible from outside your Apartment or the Building; or
- (iv) install insect screens on the interior or exterior of windows or doors in your Lot if they are visible from outside your Lot or the Building; or
- (v) attach or hang an aerial or wires outside your Apartment or the Building; or
- (vi) install an over-bonnet storage box in your car space; or
- (vii) store anything in your car space (other than a vehicle); or
- (viii) enclose your car space.
- (ix) When giving its consent, the Owners Corporation may give its consent subject to conditions that you must comply with.

6.5 Floor coverings

If you an Owner, you must keep the floors in your Apartment covered or treated to stop the transmission of noise which might unreasonably disturb another Owner or Occupier.

6.6 Changing floor coverings

- (a) You must have consent from the Owners Corporation to change, remove or interfere with floor coverings in your Apartment or to change, remove or interfere with treatments in your Lot which assist to prevent the transmission of noise which might unreasonably disturb another Owner or Occupier.
- (b) When seeking consent to change, replace or interfere with floor coverings or acoustic treatments you must give the Owners Corporation evidence to their reasonable satisfaction that the replacement or changed floor covering and acoustic treatment will provide the same or better noise insulation. The Owners Corporation must not unreasonably withhold or delay its consent.
- (c) On completion of the installation, you must give the Owners Corporation certification to their reasonable satisfaction (which may be an acoustic consultant's certificate) that the new floor covering and acoustic treatment does provide the same or better noise insulation than the replaced floor covering or acoustic treatment.
- (d) The Strata Committee is empowered to perform the Owners Corporation's functions under this by-law 6.6.

6.7 Window tinting

You must have consent from the Building Management Committee to affix window tinting or other treatments to the internal or external surfaces of windows and glass doors in your

Approved Form 7	Strata Plan By-laws	Sheet 10 of 59 sheets
Registered:		

Apartment. All window tinting must comply with the window glass manufacturer's recommendations for the application of tinting.

6.8 Window coverings

The colour of the backing of blinds, louvres, shutters, curtains or other window coverings in your Apartment must be white or off-white or another colour approved by the Building Management Committee. Window coverings in your Apartment must be of a type and quality that does not detrimentally affect the operation of an air conditioning unit servicing your apartment or the energy efficiency of the Building. The spacing between the window coverings and the window glass must comply with the window glass manufacturer's recommendations for such spacing.

6.9 Sun shades

You must not install a sun shade, sun blind, awning or other sun shading device in your Apartment or on Common Property. Building Management Committee

6.10 Insect screens

If you have consent from the Owners Corporation to install insect screens that are visible from outside your Lot or the Building, they must be in the same colour as the frame of the window or door that they are affixed to and, where applicable, must have black mesh.

6.11 Cleaning external louvre screens and windows

Subject to by-law 6.12 (Rights of the Owners Corporation to clean external louvre screens and windows), you must clean the internal and external surfaces of louvre screens, glass in windows and doors of your Apartment (even if they are Common Property). However, you do not have to clean the louvre screens, glass in windows, balustrades or doors that you cannot access safely.

6.12 Rights of the Owners Corporation to clean external louvre screens and windows

The Owners Corporation must clean the external louvre screens that can't be safely accessed, external glass surfaces of windows and balustrades that can't be safely accessed, and doors in the Building. If the Owners Corporation resolves to clean glass in your Apartment, you are excused from your obligations under by-law 6.11 (Cleaning louvre screens and windows) for the period the Owners Corporation resolves to clean the glass.

6.13 Apartment entry doors

To ensure compliance with the fire safety requirements for the Building, you may not install a security screen door or similar screen to any entry door of your Apartment.

6.14 Drying your laundry

You must not hang laundry, bedding or other articles on the Balcony of your Apartment, over balustrades or in an area that is visible from outside your Apartment.

Approved Form 7	Strata Plan By-laws	Sheet 11 of 59 sheets
Registered:		

6.15 Common Property areas

You must not litter Common Property or place or store anything on Common Property without the consent of the Owners Corporation.

6.16 Air-conditioning

You must ensure that any and all air-conditioning units or air-conditioning compressor pumps are not visible from any public place outside The Grand Eastlakes (North) by Crown Group or from outside the Building.

6.17 Access to Common Property

You must at all times and on reasonable notice (except in an emergency) give the Owners Corporation unimpeded access to Common Property (including the Common Property building façade and windows) that is accessible through your Apartment.

6.18 Rights of the Owners Corporation to access Apartments

You must give the Owners Corporation and contractors engaged by the Owners Corporation reasonable access to your Apartment 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.

6.19 Television antennae

You must not install a television antenna, satellite dish or other aerial to the exterior of your Apartment or on the roof of the Building. You are able to connect your television to the central television antennae and/or satellite dishes that service the Building.

6.20 Children

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

6.21 Planter boxes

- (a) If you have a planter box, you must maintain the planting in your planter box in a neat and tidy condition.
- (b) If you have a planter box that is adjacent to the Common Property landscaping and planter boxes, you must maintain the planting in your planter box in keeping with the planting in the adjacent Common Property planter box.
- (c) You must give the Owners Corporation and contractors engaged by the Owners Corporation reasonable access to your Apartment to enable the Owners Corporation to access and maintain Common Property planter boxes whether or not they are adjacent to your Apartment.

Approved Form 7	Strata Plan By-laws	Sheet 12 of 59 sheets
Registered:		

6.22 Water features

You must not, and you must ensure that your invitees do not, paddle, wade or swim in any water feature or pond in the The Grand Eastlakes (North) by Crown Group, and you must not place or pour anything into a water feature or pond.

6.23 Outdoor audio

You must not:

- (a) install or operate audio speakers on your Balcony or in any outdoor area of the Building; and
- (b) not play music on your Balcony or in any outdoor area of the Building.

6.24 Occupancy limits

You must not:

- (a) permit your Apartment to be occupied by more adults than two adults per bedroom in your Apartment;
- (b) permit any bedroom in your Apartment to be occupied by more than two adults; and
- (c) have more than two beds (other than children's beds or bassinets) in any bedroom.

If the Owners Corporation receives a complaint about a breach of this by-law, you must give the Owners Corporation or its delegate immediate access to your Apartment for the purpose of monitoring compliance with this by-law.

6.25 No short term accommodation

You must not:

- (a) lease your Apartment for any lease period shorter than 3 months;
- (b) grant a licence for the use of any part of your Apartment for any licence period shorter than 3 months;
- (c) use any part of your apartment for any transient or holiday accommodation use;
- (d) advertise your Apartment for use as short term, transient or holiday accommodation or arrange for it to be used as shared accommodation;
- (e) permit an agent or the Building Manager to advertise your Apartment for use as short term, transient or holiday accommodation or arrange for it to be used as shared accommodation;
- (f) use your Apartment or allow it to be used for any use or purpose in breach of any planning instrument or control that applies to the Building or your Apartment,

Approved Form 7	Strata Plan By-laws	Sheet 13 of 59 sheets
Registered:		

including, without limitation under the *Environmental Planning and Assessment Act 1979* as amended or replaced from time to time;

- (g) conduct from or within your Apartment or the Building any business commercial activity that generates regular movement of people or goods through the Building, and, in particular, must not conduct any commercial laundry supply or cleaning service or any furniture supply or rental service from your Apartment or the Building; or
- (h) advertise the conduct of any activity or the provision or any service prohibited by this by-law.

6.26 Apartment interiors

- (a) To the extent that any wall, floor or ceiling finishes (including, without limitation, tiles, carpet, timber flooring, skirting boards, cornices, ceilings, wallpaper) or any fittings (such as wall plugs or light fittings) set into or affixed onto any wall or ceiling are Common Property, you have exclusive use of those items and are responsible for the costs of the maintenance, repair and replacement of those items.
- (b) Without limiting by-law 6.26(a), you are responsible for the maintenance, repair and replacement of all fixtures, fittings and equipment within your Apartment.

6.27 Fire alarms

- (a) You must not do anything in your Apartment or the Building that may activate the smoke detector in your Apartment and the fire alarm for the Building or for Waterfall by Crown Group. When cooking in your Apartment you must ensure your Apartment is well ventilated to ensure the smoke detector and fire alarm are not activated. If you do activate the fire alarm and the Owners Corporation incurs a "false alarm" charge, the Owners Corporation will be entitled to recover that charge from you on demand or by including the charge in your levy statement.
- (b) You must ensure that the smoke detectors in your Apartment are at all times in good working order, and you must not do anything to deactivate any of the smoke detectors in your apartment.

7. Owners Corporation obligations

Without limiting or altering the obligations of the Owners Corporation under the Development Act, the Management Act or the Strata Management Statement, the Owners Corporation is responsible for:

- (a) the ongoing maintenance of the Building including, without limitation, external awnings and landscaped areas that form part of the Common Property in accordance with the plans and details approved under the Development Approval;
- (b) the maintenance of artificial features comprising part of the property in accordance with the plans and details approved under the Development Approval;

Approved Form 7	Strata Plan By-laws	Sheet 14 of 59 sheets
Registered:		

- (c) the maintenance and cleaning of the Carwash Bay and the use of the Carwash Bay in accordance with by-law 20 (Carwash Bay);
- (d) ensuring Owners and Occupiers have adequate and hygienic disposal and collection arrangements and for ensuring the Garbage Room is appropriately maintained and kept in a clean and safe state at all times in accordance the conditions of the Development Approval and by-law 13 (How to dispose of your garbage) and clause 29 of the Strata Management Statement;
- (e) ensuring that wastewater and stormwater treatment devices (including drainage systems, sumps and traps) are regularly maintained in order to remain effective, ensuring all solid and liquid wastes collected from the devices are disposed of in a manner that does not pollute waters and in accordance with the Protection of the Environment Operations Act 1997, and must keep a maintenance schedule for the wastewater and stormwater treatment devices;
- (f) ensuring that graffiti is removed from the Building as soon as practicable, as contemplated in clause 36 (Graffiti removal and vandalism) of the Strata Management Statement and in accordance with the graffiti maintenance plan for the removal of graffiti and repair of the The Grand Eastlakes (North) by Crown Group;
- (g) ensuring the appropriate management and operation of the communal Common Property areas and associated facilities in the Building and limiting the hours of operation of the Common Property areas and facilities to not earlier than 6.00am and not later than 10.00pm, and to not permit the playing of amplified music in those Common Property areas and facilities;
- (h) performing the obligations under clauses 177, 182, 183, 184, 185 and 186 of the Environmental Planning and Assessment Regulation 2000 as contemplated in by-law 35 (Fire control);
- (i) compliance with easements, restriction on the use of land and positive covenants created in any instrument or dealing pursuant to section 88B or 88E of the Conveyancing Act 1919) affecting the Common Property and the Strata Scheme;
- (j) engaging a landscape contractor to provide weekly services for a minimum period of 26 weeks from final completion of the Common Property landscaping for the purpose of maintenance, defects rectification and replacing plants in the event of death, damage, theft or poor performance of plants, and after that time procuring monthly maintenance of the Common Property landscaping;
- (k) maintaining new street trees for 12 months after planting, including by watering twice weekly for a period of at least 4 months and until the trees are established, and after that at a frequency to sustain adequate growth including by bi-annual feeding with a suitable fertilizer, weed removal and replenishment of the mulched base, but does not include trimming or pruning the trees under any circumstances. Any trees that fail to thrive must be replaced by the Owners Corporation to Council's satisfaction and at the Owners Corporation's expense;
- (l) ensuring the Loading Dock is operated and used in accordance with the Loading Dock management plan prepared pursuant to the Development Approval. The Loading Dock may be managed by the Building Manager.

Approved Form 7	Strata Plan By-laws	Sheet 15 of 59 sheets
Registered:		

These obligations of the Owners Corporation may be performed by the Building Management Committee and are subject to the provisions of the Strata Management Statement.

8. The Balcony of your Apartment

8.1 What may you keep on a Balcony?

You may keep pot plants, landscaping, occasional furniture and outdoor recreational equipment on the Balcony of your Apartment if:

- (a) it is a type approved by the Owners Corporation; or
- (b) it is a standard commensurate with the standard of the Building; or
- (c) it will not (or is not likely to) cause damage;
- (d) it will not detract from the outward appearance of the Building;
- (e) it will not (or is not likely to) blow off the Balcony ; or
- (f) it is not (or is not likely to become) dangerous.

8.2 Balcony drainage

You must not allow anything other than water (including, without limitation, soil, mulch, fertiliser and pet litter) to enter the Building drainage system from your Balcony. The Owner Corporation may recover from you any cost it incurs as a result of you breaching this by-law.

8.3 Items on Balconies

You must not use your Balcony for the storage of household goods or the keeping of air conditioning units that are visible from the public domain.

8.4 Access to Balconies

To enable the Owners Corporation to inspect, clean, maintain, repair or replace Common Property (including the Common Property building façade and windows), you must allow the Owners Corporation access to your Balcony at all reasonable times, with or without tools and equipment.

8.5 Removing items from a Balcony

To enable the Owners Corporation to inspect, repair or replace Common Property, the Owners Corporation may require you, at your cost, to temporarily remove and store items from the Balcony of your Apartment that are not Common Property.

8.6 Gas appliances

You must not on your Balcony:

Approved Form 7	Strata Plan By-laws	Sheet 16 of 59 sheets
Registered:		

- (a) operate any barbeque, heater or other appliance that is fuelled by flammable or combustible gas cylinders with a capacity of greater than 10kg.
- (b) store any cylinders containing flammable or combustible gas that have a capacity of greater than 10kg.

8.7 Enclosing a Balcony

Subject to the Strata Management Statement, you must have consent from the Owners Corporation and Government Agencies to enclose the Balcony of your Apartment.

8.8 Façade access

You must give the Owners Corporation and its contractors access to your Lot for the purpose of cleaning, maintaining and repairing the Building façade.

9. Storing and operating a barbeque

9.1 Storing and operating a barbeque

Subject to by-law 8.6, you may store and operate a portable barbecue on the Balcony of your Apartment if:

- (a) it is a type permitted under this by-law 8.8; and
- (b) it will not detract from the outward appearance of the Building;
- (c) it will not (or is not likely to) cause damage or injury; and
- (d) you keep it covered when you are not operating it; and
- (e) you keep it clean and tidy.

9.2 Permitted barbecues

The types of barbecues permitted are:

- (a) a covered kettle style portable barbecue; or
- (b) a covered gas or electric portable barbecue; or
- (c) any other type approved by the Owners Corporation.

Solid fuel burning barbecues are prohibited.

9.3 Hours of operation

You may operate a barbecue only during the hours of 8.00 am and 10.00 pm (or during other hours approved by the Owners Corporation).

Approved Form 7	Strata Plan By-laws	Sheet 17 of 59 sheets
Registered:		

9.4 No nuisance

If you use a portable barbecue on the Balcony of your Apartment, you must not create smoke, odours or noise which interfere unreasonably with another owner or occupier.

10. Keeping an animal

10.1 What animals may you keep?

- (a) Subject to this by-law 9, you may keep:
- (i) goldfish or other similar fish in a fish tank or indoor aquarium in accordance with by-law 10.2;
 - (ii) canaries, budgerigars or similar birds kept indoors at all times;
 - (iii) subject to by-laws 9.3 and 9.7, one domestic cat or one small size dog that does not exceed 10 kilograms in weight when fully grown; and
 - (iv) provided it is registered under the *Companion Animals Act 1998* (NSW), a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability if you or another person who lives with you needs the dog or other animal because of a visual disability, a hearing disability or any other disability. You must give evidence of such registration to the Owners Corporation before the animal is brought into the Building and on request by the Owners Corporation.
- (b) You must obtain the prior consent of the Owners Corporation to keep any other animal (including a dog that weighs more than 10 kilograms). The Owners Corporation is not obliged to give its consent to you keeping any other animal in the Building.
- (c) You must register any cat or dog that you keep with the Owners Corporation and give the Owners Corporation a photograph and the details of any cat or dog that you keep, including the animal's age, breed, colour and evidence of vaccinations, as well as any other information that the Owners Corporation requests.

10.2 Fish

You may keep a goldfish or other similar fish in a fish tank or indoor aquarium provided that:

- (a) the fish tank or indoor aquarium is approved by the Owners Corporation prior to installation; and
- (b) you produce enough information including information regarding the drainage system, weight, capacity and size of the fish tank or indoor aquarium to put the Owners Corporation in a position to make a reasonable assessment of the likely impact of the fish tank or indoor aquarium on the structural integrity of the structure below your apartment; and

Approved Form 7	Strata Plan By-laws	Sheet 18 of 59 sheets
Registered:		

- (c) you pay for the cost of an engineer's report on the likely impact on the structural integrity of the structure below your apartment where, in the reasonable opinion of the Owners Corporation, such a report is warranted in order for them to reach a decision on whether you may keep a fish in a fish tank or indoor aquarium.

10.3 Dogs

The Owners Corporation will not give you consent to keep:

- (a) any dog that exhibits a tendency toward being vicious, aggressive, noisy or difficult to control;
- (b) a dog other than a small or medium sized dog;
- (c) a dog that is not registered under the *Companion Animals Act 1998* (NSW); or
- (d) a dangerous, nuisance or restricted dog under the *Companion Animals Act 1998* (NSW).

10.4 Controlling your animal

- (a) Subject to by-law 10.5 ("Restraining your animal"), if you keep an animal under this by-law you must ensure that the animal does not wander onto:
 - (i) another Apartment; or
 - (ii) Common Property.
- (b) You must ensure that your animal does not make any noise that causes unreasonable disturbance or interferes with the reasonable quiet enjoyment of any other Owner or Occupier, including, without limitation, intermittent or ongoing noise that is audible in another Apartment.

10.5 Restraining your animal

If it is necessary to take your animal onto Common Property or any part of The Grand Eastlakes (North) by Crown Group (eg to transport it out of The Grand Eastlakes (North) by Crown Group), you must carry and restrain it (eg by pet cage) and control it at all times.

10.6 Conditions for keeping an animal

The Owners Corporation may make conditions if it gives you consent to keep an animal. If you do not comply with any conditions made by the Owners Corporation when giving you consent to keep an animal, the Owners Corporation may order you to remove the animal from the Building.

10.7 Cleanliness

If you keep any animal or other pet, you must:

- (a) ensure that your pet is kept in clean and hygienic condition;

Approved Form 7	Strata Plan By-laws	Sheet 19 of 59 sheets
Registered:		

- (b) ensure that your dog or cat or other pet does not defecate or urinate anywhere other than in a pet litter tray or box;
- (c) keep any pet litter tray or box clean and odour free;
- (d) ensure no pet related odours are at any time emitted from your Apartment (including your Balcony); and
- (e) not allow any pet faeces, urine or hair to enter the Building drainage system from your Balcony.

10.8 Orders to remove your animal

The Owners Corporation has the right at any time to order you to remove your animal if:

- (a) you do not comply with any conditions imposed by the Owners Corporation when giving you consent to keep the animal;
- (b) you do not comply with by-law 10.7 (Cleanliness);
- (c) it becomes offensive, vicious, aggressive, noisy or a nuisance;
- (d) your dog is a dangerous, nuisance or restricted dog under the *Companion Animals Act 1998* (NSW); or
- (e) your dog is kept pursuant to by-law 10.1(a)(iv) and not registered under the *Companion Animals Act 1998* (NSW).

10.9 Responsibility for animal

You are responsible to other Owners and Occupiers and people using Common Property or other parts of The Grand Eastlakes (North) by Crown Group for:

- (a) any noise your animal makes which causes unreasonable disturbance or interferes with the reasonable quiet enjoyment of any other Owner or Occupier; and
- (b) damage to or loss of property or injury to any person caused by your animal; and
- (c) cleaning up after your animal.

10.10 Notice by Owners Corporation

In addition to its powers under the Management Act, the Owners Corporation has the power to issue you with a written notice if your animal continues to defecate on:

- (a) another Apartment; or
- (b) Common Property,

after a warning has been given to you by the Owners Corporation.

Approved Form 7	Strata Plan By-laws	Sheet 20 of 59 sheets
Registered:		

10.11 Your visitors

You must not allow a visitor to bring an animal into the Building or The Grand Eastlakes (North) by Crown Group unless the animal is a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability and your visitor needs the dog or other animal because of a visual disability, a hearing disability or any other disability.

11. Erecting a sign

11.1 Your obligations

You must not erect a sign in your Apartment or on Common Property.

11.2 The Developer

The Developer does not need consent from the Owners Corporation or the Building Management Committee to erect and display "For Sale" or "For Lease" signs on Common Property or in an Apartment which you do not own.

12. Moving and delivering furniture and goods

12.1 Moving in

You must make arrangements with the Owners Corporation at least 48 hours before you move in to or out of the Building or move large articles (eg furniture) through Common Property.

12.2 What are your obligations?

When you take deliveries or move furniture or goods through the Building (including the delivery of stocks and goods), you must:

- (a) make arrangements with your Owners Corporation at least 48 hours before you move furniture and or other large items through your Strata Scheme;
- (b) load and unload deliveries of furniture or other large items in the Loading Dock;
- (c) comply with the provisions of the Strata Management Statement about moving furniture through The Grand Eastlakes (North), including to only use lift no. 17 between the Loading Dock and basement level 3 (with protective wall blankets fitted) to move furniture or other large items;
- (d) move furniture and other large articles through the Building according to the instructions of the Owners Corporation;
- (e) not move furniture or large items through the entry foyer of the Building;

Approved Form 7	Strata Plan By-laws	Sheet 21 of 59 sheets
Registered:		

- (f) comply with the reasonable requirements of the Owners Corporation, , which may include reimbursement of any expense the Owner Corporation incurs in connection with the moving of your furniture or articles; and
- (g) comply with the reasonable requirements of the Owners Corporation about the time of your move and the days of the week on which you may move, which may exclude Sundays or public holidays;
- (h) if required by the Owners Corporation, pay a bond (as determined by the Owners Corporation) to secure your compliance with this by-law 12 before you take deliveries or move furniture or goods through the Building; and
- (i) if required by the Owners Corporation, give the Owners Corporation) give the Owners corporation evidence that your removalist has public liability insurance to the satisfaction of the Owners Corporation, before you take deliveries or move furniture or goods through the Building; and
- (j) repair any damage you (or the person making the delivery) cause to Common Property; and
- (k) if you (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property; and
- (l) comply with any Loading Dock management plan or truck management plan for the Building, a copy of which will be held by the Owners Corporation.

12.3 Bond

If you have paid a bond in accordance with by-law 12.2(h) and:

- (a) there is no damage to Common Property as a result of your move, the Owners Corporation will refund your damage bond as soon as reasonably practicable after the completion of your move; or
- (b) Common Property is damaged as a result of your move, the cost of repairing or replacing the damaged Common Property will be deducted from your bond and any balance of your bond will be returned to you. If cost of repairing or replacing the damaged Common Property exceeds your bond you must pay the shortfall to the Owners Corporation immediately on demand.

12.4 Rights

In addition to its powers under the Management Act, an Owners Corporation has the power to appoint the Building Management Committee or another person to perform its functions under this by-law. If this happens, you must make your arrangements with the Building Management Committee or that other person and comply with their instructions and reasonable requirements.

12.5 Role of the Building Manager

The Owners Corporation may appoint the Building Manager to assist it to perform its functions under this by-law. If this happens, you must:

Approved Form 7	Strata Plan By-laws	Sheet 22 of 59 sheets
Registered:		

- (a) make arrangements with the Building Manager when you move in or out of the Building; and
- (b) comply with the reasonable requirements of the Building Manager when you take deliveries or move furniture or goods through the Building.

12.6 Loading and unloading

All loading and unloading of furniture and other goods must take place in the Loading Dock. The Loading Dock is a Shared Facility. If you want to use the Loading Dock, you must comply with the Strata Management Statement.

13. How to dispose of your garbage

13.1 Strata Management Statement

The rules regulating storage and disposal of waste are in the Strata Management Statement.

13.2 Your obligations

You must comply with the Strata Management Statement when you use the Garbage Room or otherwise dispose of waste. You must also comply with and any Rules made by the Building Management Committee and the Owners Corporation about using the Garbage Rooms and disposing of waste.

13.3 General requirements

Subject to the by-laws, you must not deposit or leave garbage or recyclable materials:

- (a) on Common Property (other than in the Garbage Room or in a recyclable garbage bin according to this by-law); or
- (b) in an area of your Apartment which is visible from outside your Apartment (eg on the Balcony of your Apartment).

13.4 Your obligations

You must:

- (a) comply with and any Rules made by the Owners Corporation and the Building Management Committee about using the Garbage Room, the Garbage Chute Rooms, the Garbage Bin Holding Area and the Bulky Waste Room; and
- (b) place your household garbage in the garbage chute in the Garbage Chute Room on your level of the Building or in garbage receptacles in the Garbage Room designated by the Owners Corporation for your use; and
- (c) drain and securely wrap your household garbage before you place it in a garbage chute or the Garbage Room; and

Approved Form 7	Strata Plan By-laws	Sheet 23 of 59 sheets
Registered:		

- (d) recycle your garbage according to instructions from the Owners Corporation, the Committee and Council; and
- (e) place your recyclable waste in the in the recyclable garbage chute in the Garbage Chute Room on your level of the Building or in a recyclable garbage receptacle in the Garbage Room or in the Garbage Bin Holding Area, as designated by the Owners Corporation for that purpose;
- (f) drain and clean bottles and make sure they are not broken before you place them in a garbage chute or the Garbage Room;
- (g) leave large items of garbage or recyclable materials in the area in the Bulky Waste Room; and
- (h) contact the Owners Corporation to remove (at your cost) your large articles of garbage, recyclable materials, liquids or other articles that Council or the garbage removal contractor (if applicable) will not remove as part of its normal garbage collection service.

13.5 Rules for using garbage chutes

- (a) When placing garbage or recyclable waste in a garbage chute, you must separate the garbage and recyclable waste and ensure you make the correct selection on the diverter for garbage and recyclable waste
- (b) You must drain and securely wrap your household garbage before you put it in a garbage chute.
- (c) You must not place the following items in a garbage chute:
 - (i) unwrapped bottles or glass;
 - (ii) liquids; or
 - (iii) items that weigh more than 2.5 kilograms; or
 - (iv) boxes or large items that might block the garbage chute.

13.6 Cleaning up spills

If you spill garbage on Common Property, you must immediately remove that garbage and clean that part of Common Property.

13.7 Waste removal and management

- (a) The Owners Corporation must comply with any conditions of the Development Approval which regulate waste management for the Building or The Grand Eastlakes (North) by Crown Group.
- (b) The Building Management Committee may perform these obligations on behalf of the Owners Corporation.

Approved Form 7	Strata Plan By-laws	Sheet 24 of 59 sheets
Registered:		

13.8 Maintaining the Garbage Room

- (a) The Owners Corporation must:
- (i) provide in the Garbage Room an adequate number of garbage and recycling receptacles for use by Owners and Occupiers of Apartments; and
 - (ii) operate, maintain, repair and, where necessary replace, the Common Property garbage equipment servicing the strata scheme (including mechanical equipment associated with the garbage chutes;
 - (iii) maintain, clean and repair the Garbage Room, Bulky Waste Room and the garbage chutes;
 - (iv) regularly remove filled receptacles from the Garbage Room and replace them with empty receptacles;
 - (v) regularly clean and, where necessary, replace the garbage and recycling receptacles;
 - (vi) operate, maintain, repair and, where necessary replace any equipment located in the Garbage Room;
 - (vii) transport bulky waste from the Bulky Waste Room to the bulky waste collection point;
 - (viii) transport receptacles from the Garbage Room to the Garbage Bin Holding Area for storage prior to collection of waste from the Building and transport them back to the Garbage Rooms;
 - (ix) on the day of waste collection, transport receptacles from the Garbage Bin Holding Area to the area in the Loading Dock designated for the temporary location of garbage bins prior to waste collection, and transport them back to the Garbage Bin Holding Area or Garbage Rooms, and do so in a way that does not interfere with the use of the designated supermarket premises loading bay within the Loading Dock;
 - (x) arrange for the removal of garbage and recycling material from the Building; and
 - (xi) arrange for the removal from the Garbage Rooms of large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection services (at the cost of the relevant Owner or Occupier).
- (b) The Building Management Committee may perform these obligations on behalf of the Owners Corporation.

13.9 Garbage Bin Tug

- (a) The Garbage Bin Tug is a Shared Facility for the The Grand Eastlakes (North) Residential.

Approved Form 7	Strata Plan By-laws	Sheet 25 of 59 sheets
Registered:		

- (b) The Owners Corporations of The Grand Eastlakes (North) Residential are responsible for the costs of operating, maintaining, repairing and replacing the Garbage Bin Tug.
- (c) The Committee may perform the Owners Corporation's obligations under this clause.

13.10 Waste removal and management

- (a) The Owners Corporation must comply with any conditions of the Development Approval that regulate waste management for the Building or Arc by Crown Group.
- (b) The Building Management Committee may perform these obligations on behalf of the Owners Corporation.

13.11 Garbage removal contractor

- (a) If Council does not remove residential garbage from the Building:
 - (i) the Owners Corporation must engage a garbage removal contractor or contractors to remove garbage from the Building; and
 - (ii) the Committee may perform the Owner's Corporations' obligations on behalf of the Owners Corporation.
- (b) The Owners Corporation has the power to enter into agreements with private garbage removal contractors for the removal of recyclable and non-recyclable garbage from the Building.

14. Carrying out Building Works

14.1 When do you need consent?

- (a) Subject to the by-laws, you must have consent from the Owners Corporation to carry out Building Works.
- (b) If your Building Works are Minor Renovations, the consent from the Owners Corporation will be given by a simple majority resolution of the Owners Corporation.
- (c) For Building Works that are not Minor Renovations or Cosmetic Works and affect Common Property, the consent from the Owners Corporation must be given by special resolution of the Owners Corporation.
- (d) Cosmetic Works do not need consent from the Owners Corporation.

Approved Form 7	Strata Plan By-laws	Sheet 26 of 59 sheets
Registered:		

14.2 Your obligations

Clauses 20 and 21 of the Strata Management Statement regulates the carrying out Building Works in The Grand Eastlakes (North) by Crown Group. You must comply with those provisions of the Strata Management Statement.

14.3 When is consent not necessary?

You do not need consent from the Owners Corporation under this by-law to:

- (a) if you are the Developer, erect a “For Sale” or “For Lease” sign according to by-law 10.2 (The Developer); or
- (b) alter or remove an Inter-Lot Wall according to by-law 14 (Inter-Lot Walls and Internal Walls); or
- (c) carry out Building Works which you are entitled to carry out under a Common Property Rights By-Law.

However, you must comply with by-laws 14.4 (Procedures before you carry out Building Works), 14.9 (Obligations when you carry out Building Works), 14.10 (Making arrangements with the Owners Corporation) and 14.11 (Bond) in relation to Building Works under By-Laws 14.3(b) or (c).

14.4 Procedures before you carry out Building Works

Before you carry out Building Works, you must:

- (a) obtain necessary consents from the Owners Corporation and Government Agencies; and
- (b) obtain necessary consents from the Building Management Committee and under the Strata Management Statement; and
- (c) find out where service lines and pipes are located; and
- (d) obtain consent from the Owners Corporation if you propose to interfere with or interrupt services; and
- (e) if you do not need consent to carry out the Building Works, give the Owners Corporation a written notice describing what you propose to do. You must give the notice at least 14 days before you start the Building Works; and
- (f) if required by the Owners Corporation, pay a bond (as determined by the Owners Corporation) to secure your compliance with this by-law 13 before you carry out Building Works.

Approved Form 7	Strata Plan By-laws	Sheet 27 of 59 sheets
Registered:		

14.5 How to apply for consent

You must make a written application to the Owners Corporation for consent under this by-law. Your application must:

- (a) include enough information to give the Owners Corporation a clear understanding of the Building Works which you propose to carry out;
- (b) include plans and specifications according to this by-law; and
- (c) clearly identify how the proposed Building Works comply with the theme of the Building.

14.6 Requests for further information

- (a) The Owners Corporation may request you to supply plans, specifications and further information about your application.
- (b) You must supply all information requested by the Owners Corporation in a reasonable time.
- (c) The Owners Corporation may refuse your application if you do not supply the information in a reasonable time.

14.7 Criteria for deciding an application

For applications under this by-law, the Owners Corporation must consider the information in the application and:

- (a) the theme of the Building;
- (b) the suitability and quality of the proposed Building Works;
- (c) the by-laws for the Owners Corporation; and
- (d) the Rules.

14.8 The consent process

- (a) The Owners Corporation may make conditions if it gives you consent under this by-law. You must comply with the conditions.
- (b) The Owners Corporation must:
 - (i) make a decision about your application within one month after receiving your application (unless you and the Owners Corporation agree otherwise); and
 - (ii) immediately advise you in writing of its decision and any conditions that apply to its decision.

Approved Form 7	Strata Plan By-laws	Sheet 28 of 59 sheets
Registered:		

14.9 Obligations when you carry out Building Works

If you carry out Building Works, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation; and
- (b) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and
- (c) repair any damage you (or persons carrying out the Building Works for you) cause to Common Property or the property of another Owner or Occupier.

14.10 Making arrangements with the Owners Corporation

Before you carry out Building Works (including Building Works for which you do not require consent from the Owners Corporation), you must:

- (a) arrange with the Owners Corporation a suitable time and means by which to access the Building for purposes associated with those Building Works; and
- (b) comply with the reasonable requirements of the Owners Corporation about the time and means by which you must access the Building; and
- (c) ensure that contractors and any persons involved in carrying out the Building Works comply with the reasonable requirements of the Owners Corporation about the times and means by which they must access the Building.

14.11 Bond

If you have paid a bond in accordance with by-law 14.4(f) and you cause damage to the Common Property while performing your Building Work, the Owners Corporation (or the Owners Corporation's representative) may use that portion of the bond to cover the reasonable cost of repair of the damage. If the bond does not cover the cost of repair of the damage, you must pay you must pay the shortfall to the Owners Corporation immediately on demand. If there is no damage to Common Property as a result of your Building Work, the Owners Corporation will refund your damage bond as soon as reasonably practicable after completion of your Building Work.

15. Inter-Lot Walls and Internal Walls

15.1 When you may alter or remove an Inter-Lot Wall or an Internal Wall

- (a) Subject to this by-law, you may alter or remove an Inter-Lot Wall or an Internal Wall if:
 - (i) in the case of an Inter-Lot Wall, you own the Apartments separated by the Inter-Lot Wall or you have the consent of the owner of the adjoining Apartment; and
 - (ii) it is not a structural wall; and

Approved Form 7	Strata Plan By-laws	Sheet 29 of 59 sheets
Registered:		

(iii) 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 Apartments (including services to those Apartments); and

(iv) 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 or an Internal Wall.

(b) Subject to this by-law, you may install an Internal Wall if:

(i) the installation will not be or result in a breach of any condition of the Development Approval;

(ii) you obtain and comply with all necessary Government Agency consents;

(iii) you comply with the procedures in this by-law and the requirements of by-laws 15.3(a) to (g) inclusive. .

15.2 What consents are necessary?

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

15.3 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 Building and that the works will include all necessary works to ensure the ongoing compliance of the Building with the fire engineered solution and all other fire safety requirements of the Building;

(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 \$10,000,000 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 Building;

(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 Building;

Approved Form 7	Strata Plan By-laws	Sheet 30 of 59 sheets
Registered:		

- (e) carry out the work in the method certified by the structural engineer under by-law 14.1 (When you may alter or remove an Inter-Lot Wall or an Internal 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 by-laws 14.4 (Procedures before you carry out Building Works), 14.9 (Obligations when you carry out Building Works), 14.10 (Making arrangements with the Owners Corporation) and 14.11 (Bond); and
- (h) you obtain and comply with all necessary Government Agency consents for altering or removing the Inter-Lot Wall; and
- (i) acknowledge for yourself and future Owners of your Apartment 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 joint responsibility for the maintenance, repair and replacement of the floor and ceiling finishes within that space. If the removed Inter-Lot Wall is reinstated and the reinstatement is to the satisfaction of the Owners Corporation, the exclusive use rights and your associated obligations will cease.

16. Controlling traffic and parking on Common Property

16.1 Controlling traffic

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

- (a) impose a speed limit for traffic in Common Property;
- (b) impose reasonable restrictions on the use of Common Property driveways parking areas; and
- (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 Arc by Crown Group.

16.2 Parking on Common Property

- (a) You must not stand or park vehicles on Common Property including Common Property driveways.
- (b) If you or a visitor of yours parks a car in contravention of the by-laws or in a car space that is not your car space, the Owners Corporation will be entitled to remove the relevant car and recover any removal and storage expenses from you as a debt.

Approved Form 7	Strata Plan By-laws	Sheet 31 of 59 sheets
Registered:		

17. Car spaces

17.1 What are your obligations?

If you have a car space you must:

- (a) provide the Owners Corporation with access to your car space to enable the Owners Corporation to comply with its obligations under the Management Act and the by-laws;
- (b) keep your car space clean and tidy;
- (c) use your car space only for lawful purposes;
- (d) keep the car space free of vermin;
- (e) not keep noxious or inflammable materials or liquids in the car space;
- (f) not wash your car in your car space;
- (g) not repair, maintain or remodel your car in your car space, other than minor repairs and maintenance; and
- (h) repair and make good any damage you cause to the car space.

17.2 Over-bonnet storage boxes

If the Owners Corporation gives you consent to install an over-bonnet storage box in your car space:

- (a) it must comply with the Owners Corporation's requirements about the specification, size and colour of the storage box;
- (b) you must comply with any conditions imposed by the Owners Corporation; and
- (c) you must keep your storage box in good repair and condition.

17.3 Parking barriers

(a) You may install a parking barrier to prevent access to your car space provided:

- (i) it is of a type and colour approved by the Owners Corporation;
- (ii) it is located in a position that it does not, in any position, protrude beyond your car space;
- (iii) you keep the parking barrier in good order and condition;
- (iv) you comply with any directions or conditions made or imposed by the Owners Corporation about your parking barrier, including about how you install it.

Approved Form 7	Strata Plan By-laws	Sheet 32 of 59 sheets
Registered:		

- (b) When you install your parking barrier you must not damage Common Property other than by penetrating the floor slab to the extent necessary to insert the standard bolts that are part of approved parking barriers.
- (c) When you remove the parking barrier you must make good any damage to Common Property caused by the installation, use or removal of the parking barrier.

17.4 Electric car charging points

If you have an electric car charging point in your car space, to the extent the point and any cables and ducts form part of Common Property, you have exclusive use of that charging point and associated cables, ducts and equipment. You will be responsible for the cost of all electricity consumed by your charging point, and must, at your expense, ensure the supply of electricity to your charging point is through the metered supply of electricity to your Lot.

18. Storage spaces

18.1 What are your obligations?

You must:

- (a) provide the Owners Corporation with access to your storage space to enable the Owners Corporation to comply with its obligations under the Management Act and the by-laws;
- (b) keep your storage space clean and tidy;
- (c) use your storage space only for lawful purposes;
- (d) keep the storage space free of vermin;
- (e) not keep noxious or inflammable materials or liquids in the storage space; and
- (f) not stack or have items in your storage space higher than 1 metre below the concrete soffit above your storage space or within 500mm of any sprinkler head; and
- (g) repair and make good any damage you cause to the storage space.

18.2 Maintenance of storage space cages and walls

You must, at your cost, keep your storage space fence or walls, including the gate or door, in good repair and condition. If the fence or wall on any side of your storage cage is shared by another storage space, you and the Owner of the lot that includes that storage space have the exclusive use of that fence or wall and are jointly responsible for the cost of the repair, maintenance and replacement of that fence or wall.

Approved Form 7	Strata Plan By-laws	Sheet 33 of 59 sheets
Registered:		

19. Loading Dock

19.1 Shared Facility

The Loading Dock is a Shared Facility.

19.2 Your obligations

You must comply with the Strata Management Statement when you use the Loading Dock. You must also comply with and any Rules made by the Building Management Committee about using the Loading Dock.

20. Carwash Bay

20.1 Shared Facility

The Carwash Bay is a Shared Facility. You must comply with the Strata Management Statement when you use the Carwash Bay.

20.2 Your obligations

If you want to use the Carwash Bay, you must:

- (a) comply with and any Rules made by the Owners Corporation about using the Carwash Bay;
- (b) comply with and any Rules made by the Building Management Committee about using the Carwash Bay;
- (c) not stand your vehicle in the Carwash Bay for longer than is reasonable necessary to enable you to wash your vehicle and having regard to other Occupiers entitlement to use the Carwash Bay;
- (d) not leave rubbish in the Carwash Bay;
- (e) minimise your use of water when cleaning your vehicle;
- (f) only use environmentally friendly cleaning products; and
- (g) leave the Carwash Bay in a clean and tidy condition.

21. Pet Wash Bay

21.1 Shared Facility

The Pet Wash Bay is a Shared Facility. You must comply with the Strata Management Statement when you use the Pet Wash Bay.

Approved Form 7	Strata Plan By-laws	Sheet 34 of 59 sheets
Registered:		

21.2 Your obligations

If you want to use the Pet Wash Bay, you must:

- (a) comply with and any Rules made by the Owners Corporation about using the Pet Wash Bay;
- (b) comply with and any Rules made by the Building Management Committee about using the Pet Wash Bay;
- (c) not use the Pet Wash Bay for longer than is reasonable necessary to enable you to wash your pet and having regard to other Occupiers entitlement to use the Pet Wash Bay;
- (d) not leave rubbish in the Pet Wash Bay;
- (e) minimise your use of water when cleaning your pet;
- (f) only use environmentally friendly cleaning products; and
- (g) leave the Pet Wash Bay in a clean and tidy condition.

22. Swimming Pool Area

22.1 Shared Facility

- (a) The Swimming Pool Area is a Shared Facility for the benefit of The Grand Eastlakes (North) Residential.
- (b) Use of the Swimming Pool Area is restricted to Occupiers of The Grand Eastlakes (North) Residential.

22.2 Your obligations

You must comply with the Strata Management Statement when you use the Swimming Pool Area. You must also comply with and any Rules made by the Building Management Committee about using the Swimming Pool Area.

23. Gym

23.1 Shared Facility

- (a) The Gym is a Shared Facility for the benefit of The Grand Eastlakes (North) Residential.
- (b) Use of the Gym is restricted to Occupiers of The Grand Eastlakes (North) Residential.

Approved Form 7	Strata Plan By-laws	Sheet 35 of 59 sheets
Registered:		

23.2 Your obligations

You must comply with the Strata Management Statement when you use the Gym. You must also comply with and any Rules made by the Building Management Committee about using the Gym.

Building Management Committee

24. Podium Area

24.1 Shared Facility

- (a) The Podium Area is a Shared Facility for the benefit of The Grand Eastlakes (North) Residential.
- (b) Use of the Podium Area is restricted to Occupiers of The Grand Eastlakes (North) Residential.

24.2 Your obligations

You must comply with the Strata Management Statement when you use the Podium Area. You must also comply with and any Rules made by the Building Management Committee about using the Podium Area.

25. Roof Terrace

25.1 Shared Facility

- (a) The Roof Terrace is a Shared Facility for the benefit of The Grand Eastlakes (North) Residential.
- (b) Use of the Roof Terrace is restricted to Occupiers of The Grand Eastlakes (North) Residential.

25.2 Your obligations

You must comply with the Strata Management Statement when you use the Roof Terrace. You must also comply with and any Rules made by the Building Management Committee about using the Roof Terrace.

26. Visitor car parking

26.1 Shared Facility

- (a) The Visitor Car Parking Spaces are a Shared Facility for the benefit of The Grand Eastlakes (North) Residential.

Approved Form 7	Strata Plan By-laws	Sheet 36 of 59 sheets
Registered:		

- (b) Use of the Visitor Car Parking Spaces is restricted to Occupiers of The Grand Eastlakes (North) Residential.

26.2 Your obligations

You must comply with the Strata Management Statement when you use the Visitor Car Parking Spaces. You must also comply with and any Rules made by the Building Management Committee about using the Visitor Car Parking Spaces.

27. Agreement with the Building Manager

27.1 Purpose of the agreement

The Owners Corporation has the power to appoint and enter into agreements with a Building Manager to provide management and operational services for the Building and for The Grand Eastlakes (North) by Crown Group generally. The Owners Corporation may exercise its power under this by-law in its capacity as a member of the Building Management Committee and in its capacity as an owners corporation.

27.2 Initial Period

The Owners Corporation may enter into agreements with a Building Manager during the Initial Period.

27.3 Delegation of functions

The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to a Building Manager.

27.4 Agreement during the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with a Building Manager 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 Building Manager a market related fee for performing the duties under the agreement, as well as a fee for initial set up costs incurred by the Building Manager that will be payable if the Building Manager is not appointed by the Owners Corporation at the first annual general meeting.

27.5 Agreements after the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with a Building Manager 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

Approved Form 7	Strata Plan By-laws	Sheet 37 of 59 sheets
Registered:		

- (b) the remuneration of the Building Manager under the agreement may be the amount agreed by the Owners Corporation.

27.6 What provisions must be included in an agreement?

An agreement between the Owners Corporation (in its own right) and a Building Manager must have provisions about:

- (a) the rights of the Owners Corporation to terminate the agreement early if the Building Manager does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of the Building Manager to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.

27.7 Duties of the Building Manager

The duties of a Building Manager under an agreement with the Owners Corporation (in its own right) may include:

- (a) caretaking, supervising and servicing Common Property; and
- (b) supervising cleaning and garbage removal services (other than performing functions of the Building Management Committee); and
- (c) supervising the repair, maintenance, renewal or replacement of Common Property; and
- (d) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property; and
- (e) co-ordinating the carrying out of Building Works; and
- (f) managing the Security Key system and providing Security Keys according to the by-laws; and
- (g) providing services to the Owners Corporation, Owners and Occupiers; and
- (h) supervising employees and contractors of the Owners Corporation; and
- (i) supervising the Building generally; and
- (j) doing anything else that the Owners Corporation agrees is necessary for the operation and management of the Building.

27.8 Agreements under the Strata Management Statement

The terms, remuneration, provisions and duties under an agreement between the Owners Corporation (in its capacity as a member of the Building Management Committee) and a building manager must comply with the Strata Management Statement.

Approved Form 7	Strata Plan By-laws	Sheet 38 of 59 sheets
Registered:		

28. Services provided by the Owners Corporation

28.1 Services

The Owners Corporation has the power to supply services to each Apartment including hot and cold water, gas, air conditioning condenser water, telephone, television and other communications and Embedded Network Services.

28.2 Agreements with third parties

The Owners Corporation may have agreements with third parties about the installation, supply, management, operation, maintenance, repair and replacement of and paying for services, including Embedded Network Services.

28.3 Agreements with Owners and Occupiers

The Owners Corporation may make agreements with Owners and Occupiers about paying for services, including Embedded Network Services, supplied to the Owners Corporation or to Owners and Occupiers.

29. Agreement for supply of Embedded Network Services

29.1 Power to enter into agreement

- (a) The Owners Corporation has the power to appoint and enter into agreements with Embedded Network Suppliers for the installation, operation and maintenance of Embedded Network Equipment and Embedded Networks in the Building for the supply of Embedded Network Services to Apartments and Common Property and for The Grand Eastlakes (North) by Crown Group generally. The Owners Corporation may exercise its power under this by-law in its capacity as a member of the Building Management Committee and in its capacity as an owners corporation.
- (b) Without limiting its power under by-law 29.1(a), the Owners Corporation has the power to supply Embedded Network Services to Apartments and to account to Owners and Occupiers for payment for Embedded Network Services supplied by the Owners Corporation or by the Building Management Committee (or both), including for payment based on metered usage or in accordance with unit entitlements.

29.2 Initial Period

The Owners Corporation may enter into agreements with Embedded Network Suppliers during the Initial Period.

29.3 Delegation of functions

The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to an Embedded Network Supplier.

Approved Form 7	Strata Plan By-laws	Sheet 39 of 59 sheets
Registered:		

29.4 Agreement during the Initial Period

If the Owners Corporation enters into an agreement with an Embedded Network Supplier during the Initial Period that appoints an Embedded Network Supplier to assist the Owners Corporation in the management, control or use of Common Property and the term of the agreement extends beyond the date of the first annual general meeting of the Owners Corporation (or other minimum period permitted by law), or otherwise falls within the Initial Period Restrictions:

- (a) the agreement must be ratified by the Owners Corporation at the first annual general meeting;
- (b) the Owners Corporation may agree to pay the Embedded Network Supplier market based rates for the supply of Embedded Network Services and market based fees for performing Embedded Network Services under the agreement;
- (c) the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the supply of Embedded Network Services to the Common Property and all Owners in respect of the supply of Embedded Network Services to Apartments;
- (d) the Owners Corporation may agree to pay the Embedded Network Supplier a fee for initial set up costs incurred by the Embedded Network Supplier that will be payable if the Embedded Network Supplier is not appointed by the Owners Corporation at the first annual general meeting; and
- (e) the Owners Corporation may agree that if the Embedded Network Supplier is not appointed by the Owners Corporation at the first annual general meeting or if the agreement with the Embedded Network Supplier is terminated at any time, the Embedded Network Supplier will be entitled to remove any meters and other equipment that are the property of the Embedded Network Supplier.

29.5 Agreements after the Initial Period

If the Owners Corporation enters into an agreement with an Embedded Network 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;
- (b) the pricing of the installation of Embedded Network Equipment or the supply of Embedded Network Services supplied under the agreement may be as agreed by the Owners Corporation or Building Management Committee; and
- (c) the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the supply of Embedded Network Services to the Common Property and all Owners in respect of the supply of Embedded Network Services to Apartments.

29.6 What provisions must be included in an agreement?

An agreement between the Owners Corporation (in its own right) and an Embedded Network Supplier must have provisions about:

Approved Form 7	Strata Plan By-laws	Sheet 40 of 59 sheets
Registered:		

- (a) the rights of the Owners Corporation and Owners to terminate the agreement early if the Embedded Network Supplier does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of the Embedded Network Supplier to remove any meters and other equipment that are, in the agreement, identified as being the property of the Embedded Network Supplier or the right of the Owners Corporation to acquire those meters and other equipment from the Embedded Network Supplier, if the agreement with the Embedded Network Supplier is terminated.

29.7 Agreements under the Strata Management Statement

- (a) If the Building Management Committee enters into an agreement with an Embedded Network Supplier for the provision of an Embedded Network Service to The Grand Eastlakes (North) by Crown Group, the agreement may be for:
 - (i) the installation, operation and maintenance of Embedded Network Equipment and Embedded Networks and the supply of Embedded Network Services to the Owners Corporation for the Common Property in the Building; and
 - (ii) the installation, operation and maintenance of Embedded Network Equipment and Embedded Networks and the supply of Embedded Network Services to the Building Management Committee for the Shared Facilities in The Grand Eastlakes (North) by Crown Group,

in which event, the Owners Corporation will be a party to the agreement in its own right in relation to the Common Property and as a member of the Building Management Agreement in respect of Shared Facilities.

- (b) If the Building Management Committee has entered into an Embedded Network Service supply agreement for the provision of an Embedded Network Service to The Grand Eastlakes (North) by Crown Group, any subsequent agreement between Owners Corporation and the electricity supplier must be consistent with the agreement between the Building Management Committee and the Embedded Network Supplier.

29.8 Provision of personal information

The Owners Corporation and the Building Management Committee may, to the extent reasonably necessary, provide personal information of Owners and Occupiers in any component of The Grand Eastlakes (North) by Crown Group to any Embedded Network Service provider or other provider of a service, and Owners Corporations must on request by the Building Management Committee, provide personal information of Owners and Occupiers to the Building Management Committee for provision to an Embedded Network Service provider or other provider of a service. Owners and Occupiers in The Grand Eastlakes (North) by Crown Group consent to their personal information being provided as contemplated in this clause.

Approved Form 7	Strata Plan By-laws	Sheet 41 of 59 sheets
Registered:		

30. Licences

30.1 Powers of the Owners Corporation

The Owners Corporation has the power to grant licences to Owners and Occupiers to use parts of Common Property. The Owners Corporation may exercise its powers under this by-law only by special resolution at a general meeting.

30.2 What provisions may a licence include?

Licences the Owners Corporation grants under this by-law may include provisions about, but need not be limited to:

- (a) payments under the licence; and
- (b) the term of the licence; and
- (c) the permitted uses of the licensed areas; and
- (d) the maximum number of persons allowed in the licensed area; and
- (e) insurances the licensee must effect; and
- (f) cleaning and maintaining the licensed area.

31. Damage to Common Property

31.1 What are your obligations?

Subject to the by-laws, you must:

- (a) use Common Property equipment only for its intended purpose; and
- (b) immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by you, your visitors or persons doing work or carrying out Building Works in the Building on your behalf.

31.2 When will you need consent from the Owners Corporation?

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

- (a) 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.

Approved Form 7	Strata Plan By-laws	Sheet 42 of 59 sheets
Registered:		

32. Insurance premiums

32.1 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 effected by the Owners Corporation.

32.2 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.

32.3 Requirements under the Strata Management Statement

Under the Strata Management Statement, you must notify the Building Management Committee if you do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Building Management Committee.

33. Security at the Building

33.1 What are your obligations?

The Strata Management Statement regulates general security matters in The Grand Eastlakes (North) by Crown Group. You must comply with those provisions of the Strata Management Statement.

33.2 Rights and obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to:

- (a) stop intruders coming into the Building; and
- (b) prevent fires and other hazards.

33.3 Installation of security equipment

Subject to this by-law, the Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of the Building.

33.4 Restricting access to Common Property

Subject to this by-law, the Owners Corporation has the power to:

- (a) close off or restrict by Security Key access to parts of Common Property that do not give access to an Apartment; and

Approved Form 7	Strata Plan By-laws	Sheet 43 of 59 sheets
Registered:		

- (b) restrict by Security Key your access to levels in the Building where you do not own or occupy an Apartment or have access to according to a Common Property Rights By-Law; and
- (c) allow security personnel to use part of Common Property to operate or monitor security of the Building. The Owners Corporation may exclude you from using these parts of Common Property.

33.5 What are your obligations?

You must not:

- (a) interfere with security cameras or surveillance equipment; or
- (b) do anything that might prejudice the security or safety of the Building.

You must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

33.6 Restrictions on exercising rights

When the Owners Corporation exercises rights under this by-law:

- (a) it must comply with the Strata Management Statement; and
- (b) it must not interfere with Shared Facilities.

34. Security Keys

34.1 What are your obligations?

In addition to its powers under the Management Act, the Owners Corporation has the power make agreements with the Building Management Committee or another person (eg the Building Manager) 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 Building Management Committee or other person an administration fee for the provision of Security Keys.

34.2 Providing Owners and Occupiers with Security Keys

Subject to this by-law, the Owners Corporation may give you a Security Key if it restricts access to Common Property under by-law 33 (Security at the Building).

34.3 Fees for additional Security Keys

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

34.4 Who do Security Keys belong to?

Security Keys belong to the Owners Corporation.

Approved Form 7	Strata Plan By-laws	Sheet 44 of 59 sheets
Registered:		

34.5 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) if you are in breach of the by-laws relating to access to and use of the car park In the Building, cancel the car park access on your Security Keys and require you to return your Security Keys to the Owners Corporation for recoding; and
- (d) charge you a fee for the recoding of your Security Keys; and
- (e) 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.

34.6 What are 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.

34.7 Some prohibitions

You must not:

- (a) copy a Security Key; or
- (b) use your Security Key to bring more vehicles into the car park than the number of car spaces that you have the right to use; or
- (c) give a Security Key to someone who is not an Owner or Occupier.

34.8 Procedures if you lease your Apartment

If you lease or licence your Apartment, 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 an Apartment.

Approved Form 7	Strata Plan By-laws	Sheet 45 of 59 sheets
Registered:		

35. Fire control

35.1 What are your obligations?

You may keep flammable materials in your Lot only if you:

- (a) use them in connection with the lawful use of your Lot; and
- (b) keep them in reasonable quantities according to the guidelines of Government Agencies.

35.2 Fire control laws

You and the Owners Corporation must comply with laws about fire control.

35.3 Strata Management Statement

The Strata Management Statement contains requirements about fire safety and compliance. You must comply with those provisions of the Strata Management Statement.

35.4 Restrictions about fire safety

- (a) You must not:
 - (i) keep flammable materials on Common Property; or
 - (ii) interfere with fire safety equipment; or
 - (iii) obstruct fire stairs or fire escapes or obstruct access from lobby areas to fire stairs or fire escapes; or
 - (iv) keep flammable materials in your car space or storage space.
- (b) The Owners Corporation must:
 - (i) comply with laws about fire safety;
 - (ii) comply with any fire engineered solution or fire safety plan for the Building; and
 - (iii) comply with regulations 177, 182, 183, 184, 185 and 186 of the *Environmental Planning and Assessment Act Regulation 2000*, as amended or replaced from time to time.

36. Use of 'Crown' and 'Crown Group'

36.1 Restrictions on the use of 'Crown'

- (a) Owners and Occupiers must not use as a trade mark or business name, or authorise or assist anyone else to use as a trade mark or business name, the

Approved Form 7	Strata Plan By-laws	Sheet 46 of 59 sheets
Registered:		

name of the Building, or any abbreviation of the name of the Building which contains the word 'Crown' (or similar), in connection with the provision of: hotel services or short term accommodation (including short term rental or leasing of apartments); restaurants, cafés, bars or other similar food and/or beverage venues; casino, gambling, gaming or similar activities; health and/or beauty services; transportation, travel or tour agency services; or entertainment services.

- (b) Occupiers must ensure that any assignee of their lease or any sub-lessee of the premises they occupy complies with the obligations in by-law 36.1(a).
- (c) The restrictions in by-law 36.1(a) do not prevent Owners and Occupiers using:
 - (i) the full name of the Building to describe the location of or identify their Stratum Lot, Strata Lot or premises as long as such use is not trade mark use or business name use; and
 - (ii) a trade mark or business name that includes the word 'Crown' if they:
 - (A) have a right to use that trade mark or business name as either the owner or authorised user of a trade mark registration for that trade mark or business name;
 - (B) are using the trade mark or business name in connection with goods or services that are unrelated to the services listed in by-law 36.1 (a); or
 - (C) otherwise have the right to use that trade mark or business name because of their continuous prior use of that trade mark or business name in relation to the goods and services being provided, from before the priority date of the trade marks of Crown Melbourne Pty Limited.

36.2 Execution of deed poll

- (a) The Owners Corporation must, as soon as practicable after the Owners Corporation is established, execute a deed poll in favour of Crown Melbourne Pty Limited, in a form required by Crown Central Pty Limited or the Developer, obliging the Owners Corporation, Owners and Occupiers to comply with the obligations in by-law 36.1, and immediately deliver the deed poll to the Developer for transmission to Crown Melbourne Pty Limited.
- (b) The Owners Corporation has the power to execute the deed poll contemplated in this by-law, and to do so during the Initial Period.

37. Exclusive use of Air Conditioning Systems

37.1 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

Approved Form 7	Strata Plan By-laws	Sheet 47 of 59 sheets
Registered:		

Apartment. By-law 3 (Common Property Rights By-Laws) applies to this Common Property Rights By-Law.

37.2 Air conditioning for Apartments

There is a separate Air Conditioning System for each Apartment. Air Conditioning Systems are Common Property and may be maintained, repaired and replaced by the Owners Corporation.

37.3 Exclusive use rights

Each Owner of an Apartment has exclusive use of the parts of the Air Conditioning System that are Common Property and that exclusively service their Apartment.

37.4 Interpreting this by-law

In this Common Property Rights By-Law, "you" means the Owner of an Apartment.

37.5 What are your obligations?

You must, at your cost operate, maintain, repair and, where necessary, replace the Air Conditioning System that exclusively services your Apartment:

- (a) in a proper and safe manner at all times; and
- (b) according to the requirements of Government Agencies about air conditioning services; and
- (c) using contractors approved by the Owners Corporation to maintain, repair and replace the common Property part of the Air Conditioning System that exclusively services your Apartment.

37.6 Paying for air conditioning services

If the Owners Corporation incurs costs in connection with the operation, maintenance, repair or replacement of your Air Conditioning System, you must pay those costs. The Owners Corporation may:

- (a) require you to pay those amounts in advance or in instalments as determined by the Owners Corporation; and
- (b) include your costs in your administrative fund or capital works fund contributions.

38. Rules

38.1 Powers of the Owners Corporation

The Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of the Building and, in particular, the use of Common Property.

Approved Form 7	Strata Plan By-laws	Sheet 48 of 59 sheets
Registered:		

38.2 Changing Rules

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

38.3 What are your obligations?

You must comply with the Rules.

38.4 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.

38.5 What if a rule is inconsistent with the Strata Management Statement?

If a Rule is inconsistent with the Strata Management Statement, the Strata Management Statement prevails to the extent of the inconsistency.

39. Notice board

39.1 Maintenance of notice board

- (a) The Owners Corporation will maintain a notice board (which may be an electronic notice board) on Common Property for the purpose of communicating with you.
- (b) The Owners Corporation may use an internet based portal system for communications between you and the Owners Corporation, Strata Manager and Building Manager (and other service providers), which may include an online notice board.

39.2 Notices

If you have given the Owners Corporation your email address, the Owners Corporation may serve notices on you, and otherwise communicate with you, by email.

40. How are consents given?

40.1 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.

40.2 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.

Approved Form 7	Strata Plan By-laws	Sheet 49 of 59 sheets
Registered:		

40.3 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.

41. Failure to comply with by-laws

41.1 What can the Owners Corporation do?

The Owners Corporation may do anything to your Apartment 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.

41.2 Procedures

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

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

41.3 Breach of by-laws relating to amenities

If you breach any by-law relating an amenity in the Building or in The Grand Eastlakes (North) by Crown Group (such as the Swimming Pool Area, Gym or Roof Terrace), without limiting any rights the Owners Corporation has at law or in these strata by-laws, the Owners Corporation may withdraw your access to that amenity, or procure the Building Management Committee to withdraw your access, for a period of up to 3 months.

41.4 Breach of by-law 6.24 (Occupancy limits)

- (a) If the Strata Committee or the Strata Manager has reason to believe that your Apartment is being occupied or used in breach of by-law 6.24 (Occupancy limits), the Strata Committee or Strata Manager will be entitled to immediately and without prior notice access your Apartment for the purpose of inspecting your Apartment to ascertain if there has been a breach of by-law 6.24 (occupancy limits). If the strata to
- (b) If the Strata Committee or the Strata Manager is satisfied that there has been a breach of by-law 6.24 (Occupancy limits), the Strata Committee or the Strata Manager, on behalf of Owners Corporation, is entitled to:
 - (i) give the owner of the Apartment a written notice to, within 48 hours or such longer period that they deem appropriate, terminate the lease of the Apartment and take all steps necessary under the *Residential Tenancies*

Approved Form 7	Strata Plan By-laws	Sheet 50 of 59 sheets
Registered:		

Act 2010 and at law to terminate the lease and evict the Occupier and all occupants from the Apartment and the Building as quickly as possible; and

- (ii) report the breach to Council in order that they may take appropriate enforcement action against you.

41.5 Breach of by-law 6.25 (No short term accommodation)

- (a) If the Strata Committee or the Strata Manager has reason to believe that your Apartment is being occupied or used in breach of by-law 6.25 (No short term accommodation), the Strata Committee or Strata Manager will be entitled to:
 - (i) if you are the Occupier of the Apartment, give you a written notice to, within 24 hours, provide evidence that you are not occupying or using the Apartment in breach of by-law 6.25 (No short term accommodation) including, without limitation, by providing:
 - (A) a copy of your *Residential Tenancies Act 2010* lease of the Apartment;
 - (B) a copy of your driver's licence passport;
 - (C) copies of utilities statements addressed to you in relation to the utilities consumed in the Apartment; and
 - (D) any other document relating to your occupation of the Apartment that the Strata Committee or Strata Manager requests.

The Strata Committee or Strata Manager may serve this notice on you by handing it to you personally, placing it in the letterbox for your Apartment, placing it under the door of your Apartment or fixing it to the door of your Apartment.
 - (ii) if you are the owner of the Apartment, give you a written notice to provide any of the documents referred to in by-law 41.5(a)(i).
- (b) If you fail to satisfy the Strata Committee or the Strata Manager that the occupation or use of the Apartment is not in breach of by-law 6.25 (No short term accommodation), the Strata Committee or Strata Manager, on behalf of the Owners Corporation, will:
 - (i) be entitled to immediately deactivate your Security Key and terminate access to the Building and the amenities in the Building by the Occupier of the Apartment;
 - (ii) be entitled to require the Owner to immediately terminate the occupancy arrangements and evict the Occupier and all occupants from the Apartment and the Building; and
 - (iii) report your breach to Council in order that they may take appropriate enforcement action against you.
- (c) If the Owners Corporation incurs any costs as a result of a breach of by-law 6.25 (No short-term accommodation), you must reimburse the Owners Corporation for those costs, and the Owners Corporation may include those costs in your administrative fund levy statement or recover them as a debt.

41.6 Recovering money

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

Approved Form 7	Strata Plan By-laws	Sheet 51 of 59 sheets
Registered:		

42. Service of documents, applications and complaints

42.1 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.

42.2 Applications and complaints

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

43. Interpretation

43.1 Definitions

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

Air Conditioning System 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 an Apartment; and
- (c) air conditioning condensor units.

Apartment means a lot in the Building.

Balcony means a balcony, a terrace or a courtyard in an Apartment.

Building means Strata Scheme SP[103000/103001/103002] established within Lot [1/2/3] in the Stratum Plan, comprising Building [A/B/C] and known as The Grand Eastlakes (North) Residential Building [A/B/C].

Building A means the strata scheme established within Lot 1 in the Stratum Plan, known as The Grand Eastlakes (North) Building A.

Building B means strata scheme established within Lot 2 in the Stratum Plan, known as The Grand Eastlakes (North) Building B.

Building C means the strata scheme established within Lot 3 in the Stratum Plan, known as The Grand Eastlakes (North) Building C.

Building Management Committee means the building management committee established under the Strata Management Statement.

Approved Form 7	Strata Plan By-laws	Sheet 52 of 59 sheets
Registered:		

Building Manager means the building manager appointed by the Owners Corporation according to by-law 15 (Agreement with the Building Manager).

Building Works mean works, alterations, additions, damage, removal, repairs or replacement of:

- (a) Common Property structures, including the Common Property walls, floor and ceiling enclosing your Apartment. Common Property walls include windows and doors in those walls; or
- (b) the structure of your Apartment; or
- (c) the internal walls inside your Apartment (eg a wall dividing two rooms in your Apartment); or
- (d) Common Property services; or
- (e) services in the Building, whether or not they are for the exclusive use of your Apartment.

Building Works exclude:

- (f) minor fit out works inside an Apartment; and
- (g) Cosmetic Work; and
- (h) works which you are entitled to carry out under a Common Property Rights By-Law.

Bulky Waste Room means the bulky waste room located on basement level 1 within Building A.

Carwash Bay means the carwash bay on basement level 2 of Building B.

Common Property means Common Property in the Building and personal property of the Owners Corporation. For the purposes of the by-laws, Common Property does not include Shared Facilities.

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

Cosmetic Work has the meaning given in section 109 of the Management Act. Cosmetic Work includes works or alterations to the interior of Common Property walls in connection with a Lot, such as hanging pictures or attaching items to those walls.

Council means Bayside Council and its successors.

Developer means Crown Eastlakes Developments Pty Limited ACN 620 434 504.

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

Approved Form 7	Strata Plan By-laws	Sheet 53 of 59 sheets
Registered:		

Development Approval the Minister for Planning and Infrastructure's notice of determination in respect of development application No. MP 09_0146, as varied, modified or replaced from time to time.

The Grand Eastlakes (North) Retail means the improvements within Lot 2 in the Stratum Plan.

Embedded Network means a network and system in the Building for the supply of Embedded Network Services to the Building and Lots in the Building, and to The Grand Eastlakes (North) by Crown Group, and includes Embedded Network Equipment.

Embedded Network Customer Services means customer relationship services in relation to Embedded Network Services including, without limitation, marketing, sales, post-sale service and management, billing, accounting and administration services.

Embedded Network Equipment means meters, plant, machinery, equipment and fittings located within the Common Property and The Grand Eastlakes (North) by Crown Group and associated with or ancillary to the Embedded Network.

Embedded Network Supplier means an entity that supplies an Embedded Network Service.

Embedded Network Service means the supply of any of:

- (a) electricity;
- (b) electricity generation systems;
- (c) electricity storage systems;
- (d) gas;
- (e) thermal energy;
- (f) hot water;
- (g) chilled water;
- (h) potable water;
- (i) recycled water;
- (j) chilled refrigerant;
- (k) heated refrigerant;
- (l) sewage removal systems;
- (m) waste removal systems;
- (n) water supply systems;

Approved Form 7	Strata Plan By-laws	Sheet 54 of 59 sheets
Registered:		

- (o) internet services;
- (p) telecommunication systems;
- (q) mobile telephone signal distribution services;
- (r) fibre communications;
- (s) Embedded Network Customer Services in relation to other Embedded Network Services;
- (t) Embedded Network management services; or
- (u) any other embedded network service.

Garbage Bin Holding Area means the The Grand Eastlakes (North) Residential garbage bin holding area on ground level adjacent to the Loading Dock.

Garbage Bin Tug means the vehicle and any trailer and attachments for the moving of garbage receptacles between Garbage Rooms in The Grand Eastlakes (North) Residential and the Garbage Bin Holding Area and bulky waste between the Bulky Waste Room and the bulky waste collection point.

Garbage Chute Room means, for each of the Residential Components, the garbage waste and recycling waste chute room located on each residential level giving access to a garbage chute.

Garbage Room means the garbage room at basement level 1 of the Building receiving garbage from the garbage chute, including garbage bins, carousel and compactor and other equipment in or servicing that room.

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

Gym means the gymnasium located on level 1 of Building C, the area around the gymnasium and toilets, and includes associated plant and equipment.

Initial Period has the same meaning as it does in the Management Act.

Inter-Lot Wall means a Common Property wall between two Apartments.

Loading Dock means the loading dock in the area designated “([])” on the Stratum Plan accessed from Evans Avenue and located at ground level of The Grand Eastlakes (North) Retail.

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

Minor Renovations has the meaning given in section 110 of the Management Act. Minor Renovations include works or alterations to the Common Property in connection with a Lot, such as changing light fittings, changing floor finishes, replacing or installing wiring and cabling and reconfiguring walls.

Approved Form 7	Strata Plan By-laws	Sheet 55 of 59 sheets
Registered:		

Occupier means the occupier, lessee or licensee of an Apartment.

Owner means:

- (a) the owner for the time being of an Apartment; and
 - (i) if an Apartment is subdivided or resubdivided, the owners for the time being of the new Apartments; and
 - (ii) for a Common Property Rights By-Law, the owner(s) of the Apartment(s) benefiting from the by-law; and
- (b) a mortgagee in possession of an Apartment.

Owners Corporation means The Owners - Strata Plan No. SP[], being the Owners Corporation for the Building.

Pet Wash Bay means the pet washing bay on basement level 2 in Building B.

Podium Area means the open space podium area on level 1 in the Common Property for Building A, Building B and Building C and includes all landscaping, planting, irrigation systems, fertilising systems, lighting, furniture, pergolas and other structures, paving and equipment in the Podium Area.

Roof Terrace means the roof terrace area on the level [] of Building C, including all barbecue equipment, landscaping, finishes, furniture, fittings and equipment in the area.

Rules mean Rules made by the Owners Corporation according to by-law 0 (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.

Shared Facilities has the same meaning as it does in the Strata Management Statement.

Strata Committee means the Strata Committee of the Owners Corporation.

Strata Management Statement means the strata management statement for The Grand Eastlakes (North) by Crown Group registered with strata plan for the Building.

Strata Manager means the person appointed by the Owners Corporation as its strata managing agent under section 27 of the Management Act. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owners Corporation.

Strata Plan means SP[], being the strata plan for the Building registered over lot 1 in the Stratum Plan.

Stratum Plan means the stratum plan of subdivision for the mixed use building comprising The Grand Eastlakes (North) by Crown Group and The Grand Eastlakes (North) Retail, being DP1230963.

Approved Form 7	Strata Plan By-laws	Sheet 56 of 59 sheets
Registered:		

Swimming Pool Area means the swimming pool located on level 1 of The Grand Eastlakes (North) within Building C, the area around the swimming pool, toilets, and includes associated plant and equipment.

The Grand Eastlakes (North) by Crown Group means the mixed-use building that includes Building A, Building B, Building C, an embedded network lot and The Grand Eastlakes (North) Retail.

The Grand Eastlakes (North) Residential means Building A, Building B and Building C.

The Grand Eastlakes (North) Residential Building [A/B/C] means the Building, being the improvements within Lot [1/2/3] in the Stratum Plan.

Visitor Car Parking Spaces means up to 27 car parking spaces in the car park in The Grand Eastlakes (North) Retail and available for use by Occupiers of The Grand Eastlakes (North) Residential as visitor car parking spaces, which may include some or all of the 27 car parking spaces on basement level 2 that are the subject of easement for visitor parking (C) created in the Stratum Plan. The Visitor Car Parking Spaces are a Shared Facility for the benefit of The Grand Eastlakes (North) Residential.

43.2 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
- (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.

Approved Form 7	Strata Plan By-laws	Sheet 57 of 59 sheets
Registered:		

43.3 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.

43.4 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.

43.5 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).

43.6 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.

43.7 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.

Approved Form 7	Strata Plan By-laws	Sheet 58 of 59 sheets
Registered:		

EXECUTED as an agreement.

Signed on behalf of
Crown Eastlakes Pty Limited ACN 602 863
838 in accordance with section 127 of the
Corporations Act 2001, by:

Secretary/Director

Print name

Director

Print name

Signed on behalf of
Stateland BKK Pty Limited ACN 700 517 332
731 in accordance with section 127 of the
Corporations Act 2001, by:

Secretary/Director

Print name

Director

Print name

Signed on behalf of
Stateland East Pty Limited ACN 106 277 918
in accordance with section 127 of the
Corporations Act 2001, by:

Secretary/Director

Print name

Director

Print name

Approved Form 7	Strata Plan By-laws	Sheet 59 of 59 sheets
Registered:		

Mortgagee

Signed by

as attorney for **Commonwealth Bank of Australia**
ACN 123 123 124, under power of attorney dated

in the presence of:

Attorney

Witness

Name

Print name

By executing this document the attorney states that the attorney has received no notice of revocation of the power of attorney

Print address

Draft Registration Version