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Strata By-Laws

2-6 Goodwood Street Kensington

& 3 Ascot Street Kensington

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Strata By-Laws

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Dictionary

Meaning of words

1 Defined terms (in any form) mean:

Air Conditioning Equipment means any plant, equipment, condensers, motors, air handling units, compressors, cables, wires, pipes, conduit and ducts.

Apartment means a Residential Lot in The Chelsea.

Balcony means a in an apartment.

Building means the building constructed within the Parcel Lot 1 DP1209234.

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

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

Building Works include altering or removing an Inter-Tenancy Wall according to by-laws 94 to 97. Building Works exclude:

- (a) minor fit out works inside a Lot; and
- (b) works or alterations to the interior of Common Property walls enclosing a Lot (eg hanging pictures or attaching items to those walls).

Car Space means a car space that forms part of a Lot or the part of the Common Property under an Exclusive Use By-Law.

The Chelsea means the Land and buildings comprised on 2-6 Goodwood Street, Kensington NSW 2033.

Chelsea Residential means Lots 1 to 66 in the Strata Subdivision.

Chelsea Retail means Lots 67, 68, 69 in the strata subdivision.

Chelsea Utility means Lots 70, 71, 72 and 73 in the strata subdivision.

Common Property:

- (a) Common Property in *The Chelsea*; and

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(b) personal property of the Owners Corporation.

Council means Randwick City Council.

Developer means Goodwood Street Pty Ltd and its assigns.

Easement means an easement, positive covenant or restriction on use affecting The Chelsea (including any Lot or Common Property) from time to time.

Executive Committee means the Executive Committee of the Owners Corporation.

Exclusive Use By-Laws means by-laws granting Owners exclusive use and special privilege rights over Common Property according to division 4, chapter 2 in part 5 of the Management Act.

External Appearance the appearance of any external surface of a Lot or Common Property which is visible from outside a Lot of The Chelsea.

Building Manager the person appointed by the Committee under the Strata Management Statement and or Owners Corporation.

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

Inter-Tenancy Wall a Common Property wall between two Lots. See by-laws 94 to 97 about making alterations to or removing Inter-Tenancy Walls.

Land means Lot 1 in Deposited Plan 1209234.

Lot is a Lot in The Chelsea, as defined by the top of the concrete floor slab to the underside of the concrete roof slab.

Management Act means the Strata Schemes Management Act 1996 (NSW).

Occupier the Occupier, lessee or licensee of a Residential or Retail Lot of The Chelsea.

Owner means:

- (a) the Owner for the time being of a Lot;
- (b) if a Lot is subdivided or re subdivided, the Owners for the time being of the new Lots;
- (c) for an Exclusive Use By-Law, the Owner(s) of the Lot(s) benefiting from the by-law; and
- (d) a mortgagee in possession of a Lot.

Owners Corporation means The Owners of the Strata Plan registered on strata subdivision of part of the Land.

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Residential Garbage Storage Area:

- (a) the Residential Garbage Storage Area located in Common Property which is used by Chelsea Residential Owners and Occupiers in *The Chelsea*; and
- (b) the equipment and machinery placed or installed in the Residential Garbage Storage Area by the Chelsea Retail Owners Corporation or when the Strata Plan for *The Chelsea* was registered.

The location of the garbage room is shown on the Strata Plan.

Retail Garbage Storage Area:

- (c) the Retail Garbage Storage Area located in Common Property which is used by Chelsea Retail Owners and Occupiers in *The Chelsea*; and
- (d) the equipment and machinery placed or installed in the Retail Garbage Storage Area by the Owners Corporation or when the Strata Plan for *The Chelsea* was registered.

The location of the garbage room is shown on the Strata Plan.

Retail Lot Owner or Occupier: Owner or Occupier of Lots 67, 68 or 69

Retail Kitchen Exhaust Risers and Air Conditioning means any plant, equipment, condensers, motors, air handling units, compressors, cables, wires, pipes and vents, conduit and ducts, which is located on Block A roof and through Block A to each individual Retail Lot.

Rules means Rules made by the Owners Corporation according to by-laws 146 to 149.

Security Key a key, magnetic card or other device or information used in *The Chelsea* to open and close doors, gates or locks or to operate alarms, security systems or communication systems.

Strata Manager the person appointed by the Owners Corporation.

Interpreting the by-laws

- 2 Headings do not affect the interpretation of the by-laws.
- 3 In the by-laws a reference to:
 - 3.1 words that this by-law does not explain have the same meaning as they do in the Management Act;
 - 3.2 you means an Owner or Occupier of a Lot;
 - 3.3 by-laws means the by-laws under the Management Act which are in force for *The Chelsea*;
 - 3.4 a thing includes the whole or each part of it;

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- 3.5 a document includes any variation or replacement of it;
- 3.6 a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- 3.7 a person includes an individual, a firm, a body corporate, an incorporated association or an authority;
- 3.8 a third party includes a person who is not an Owner;
- 3.9 a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns; and
- 3.10 the singular includes the plural and vice versa.

About the by-laws

Purpose of the by-laws

- 4 The by-laws regulate the day-to-day management and operation of *The Chelsea*. They are an essential document for the Owners Corporation and everyone who owns or occupies a Lot in *The Chelsea*.
- 5 The by-laws are designed to maintain the quality of *The Chelsea*. They operate to enhance everyone's use and enjoyment of their Lot and the Common Property,

Who must comply with the by-laws?

- 6 Owners and Occupiers of Lots must comply with the by-laws.
- 7 The Owners Corporation must comply with the by-laws.

Exclusive Use By-Laws

Purpose of the Exclusive Use By-Law

- 8 To more fairly apportion the costs for maintaining, repairing and replacing Common Property, the Exclusive Use By-Laws make Owners responsible for the Common Property which they exclusively use or have the benefit of.

Interpreting this By-law

- 9 In this By-law "you" means an Owner who has the benefit of an Exclusive Use By-Law.

How to change an Exclusive Use By-Law

- 10 The Owners Corporation may amend or cancel an Exclusive Use By-Law only by special resolution and with the written consent of the Owner of each Lot which benefits from the Exclusive Use By-Law.

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Occupiers may exercise rights

- 11 The Owner of each Lot which has the benefit of an Exclusive Use By-Law may allow the Occupier of their Lot to exercise the rights of the Owner under the Exclusive Use By-Law. However, the Owner remains responsible to the Owners Corporation and, where appropriate, government agencies to comply with the obligations of the Owner under the Exclusive Use By-Law.

Regular accounts for your costs

- 12 If you are required under an Exclusive Use By-Law to contribute toward the costs of the Owners Corporation, the Owners Corporation must give you regular accounts of the amounts you owe. The corporation may:
- 12.1 Include those amounts in notices for your administrative fund or sinking fund contributions;
- 12.2 Require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

Repairing damage

- 13 The Owner of a Lot which has the benefit of an Exclusive Use By-Law must repair damage caused by exercising rights under the Exclusive Use By-Law to Common Property or the property of another Owner or Occupier.

Indemnities

- 14 The Owner of each Lot which has the benefit of an Exclusive Use By-Law indemnifies the Owners Corporation against all claims and liability caused by exercising rights under the Exclusive Use By-Law.

Additional insurances

- 15 In addition to their obligations under any specific Exclusive Use By-Law, the Owner of each Lot which has the benefit of an Exclusive Use By-Law must reimburse the Owners Corporation for any increased premium for an insurance policy of the Owners Corporation caused as a result of the exercise of the Owner's rights under the by-law.

Your behaviour

What are your general obligations?

- 16 You must:
- 16.1 not make noise or behave in a way that might unreasonably interfere with the use and enjoyment of a Lot or Common Property by another Owner or Occupier;
- 16.2 not use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors;

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- 16.3 not smoke cigarettes, cigars or pipes while you are on Common Property or in part of a Lot which is air conditioned or allow smoke from them to enter Common Property;
- 16.4 not obstruct the legal use of Common Property by any person;
- 16.5 not do anything in The Chelsea which is illegal;
- 16.6 not do anything, which might damage the good reputation of the Owners Corporation, The Chelsea;
- 16.7 not be inadequately clothed in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using common property;
- 16.8 not permit any child of whom the Owner or Occupier has control, to play on common property within the building, unless accompanied by an adult exercising effective control, or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children, alone; and,
- 16.9 take all reasonable steps to ensure that invitees of the Owner or Occupier do not behave in a manner likely to interfere with the peaceful environment of the Owner or Occupier of another Lot or any person lawfully using Common Property.

Complying with the law

- 17 You must comply on time and at your cost with all laws relating to:
 - 17.1 your Lot;
 - 17.2 the use of your Lot; and
 - 17.3 Common Property to which you have a licence, lease or a right to use under an Exclusive Use By-Law.

The things 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.

You are responsible for others

What are your obligations?

- 18 You must:
 - 18.1 take all reasonable actions to ensure your visitors comply with the by-laws;
 - 18.2 make your visitors leave *The Chelsea* if they do not comply with the by-laws;

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- 18.3 take reasonable care about who you invite into *The Chelsea*; and
- 18.4 if you are the Owner or Occupier of an apartment, accompany your visitors at all times, except when they are entering or leaving *The Chelsea*.

You must not allow another person to do anything that you cannot do under the by-laws.

Requirements if you lease your Lot

- 19 If you lease or licence your Lot, you must:
 - 19.1 provide your tenant or licensee with an up-to-date copy of the By-laws and the Strata Management Statement;
 - 19.2 ensure that your tenant or licensee and their visitors comply with the by-laws;
 - 19.3 take all action available to you, including action under the lease or licence agreement, to make them comply or leave *The Chelsea*.
 - 19.4 Advise the Owners Corporation of the full name of Occupiers of a Lot within 14 days after the commencement of the lease that they take possession of the Lot.

Your Lot

What are your general obligations?

- 20 You must:
 - 20.1 keep your Lot clean and tidy and in good repair and condition;
 - 20.2 properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws which services your Lot (whether or not you made the installation or alteration);
 - 20.3 notify the Owners Corporation if you change the existing use of your Lot in a way which may affect insurance policies or premiums for insurances effected by the Owners Corporation. See by-law 108 to 109 for important information about increasing and paying for insurance premiums; and
 - 20.4 as a Chelsea Residential Owner or Occupier, not have more than 2 people per bedroom per Lot.
 - 20.5 at your expense, comply with all laws about your Lot including, without limitation, requirements of government agencies.
 - 20.6 Allow access to a unit to investigate and/or repair common property;
 - i. in an emergency, without notice,

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- ii. on reasonable notice at other times.

When will you need consent from the Owners Corporation?

- 21 Subject to the by-laws, you must have consent from the Owners Corporation to:
 - 21.1 carry out Building Works in your Lot (see by-law to 77 to 85 for more information);
 - 21.2 subject to your rights under the by-laws, keep anything in your Lot that is visible from outside the Lot and is not in keeping with the appearance of *The Chelsea*;
 - 21.3 store anything in your car space (other than a vehicle or a fully enclosed compliant storage box);
 - 21.4 install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your Lot if they are visible from outside your Lot or *The Chelsea*;
 - 21.5 install an intruder alarm with an audible signal; or
 - 21.6 attach or hang an aerial or wires outside your Lot or *The Chelsea*.

Floor coverings

- 22 You must keep the floors in your Lot covered or treated to stop the transmission of noise which might unreasonably disturb another Owner or Occupier.
- 23 You must have consent from the Owners Corporation to remove or interfere with floor coverings or treatments in your Lot that assist to prevent the transmission of noise which might unreasonably disturb another Owner or Occupier.

Changing floor coverings

- 24 The floor boards, installation and all products used shall comply to the full extent of the minimum 6 star rating standard prescribed by the Acoustical Star Ratings system published by the Association of Australian Acoustical Consultants Guideline for Apartment and Townhouse Acoustic Rating (September 2010).
- 25 If requested by the Owners Corporation, you must provide the Owners Corporation with an acoustic report signed by an accredited member of the Association of Australian Acoustical Consultants within 21 days of the request and pay all costs associated with the test. Should the test indicate an acoustic isolation worse than the standard being a 6 star rating in accordance with the Association of Australian Acoustical Consultants Guideline for Apartment and Townhouse Acoustic Rating (September 2010) you will have to pay for the complete removal of the hard floor and installation of carpet or a satisfactorily insulated hard floor.
- 26 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom which is located above a kitchen, laundry or bathroom.
- 27 The Owners Corporation has the right to undertake an acoustic test and recover all associated costs from the Owner as a debt.

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- 28 If necessary any Owner or Occupier that might be affected by the possible transmission of noise must, if requested, provide reasonable access to their Lot to enable the provision of any report required under this by-law.

Window coverings

- 29 Window coverings (eg curtains, blinds and louvres) in your Lot must be a colour and design approved by the Owners Corporation.
- 30 Any curtain or blind in a window or door which faces public or common areas must have a non-reflective, unpatterned, single colour backing of white or off white or other colour that may be approved in writing by the Owners Corporation, from time to time.
- 31 No shutters are to be installed on any window or door without Owners Corporation written approval.
- 32 Prior to installing any curtains or window coverings, Owners and Occupiers must ensure that the installation of any curtain or window covering will not penetrate, or otherwise interfere with, pipes and services located within Common Property.
- 33 Installation of any curtain and window covering must not be affixed to the ceiling without the prior consent of the Owners Corporation to ensure no penetration of pipes and services located within Common Property.
- 34 Owners and Occupiers must not utilize screws exceeding 16 mm length when installing any curtain and window covering in that part of the Common Property being the recessed curtain pelmet area to ensure no penetration of pipes and services located within Common Property.

Cleaning windows

- 35 You must clean the glass in windows and doors of your Lot (even if they are Common Property). However, you do not have to clean the glass in windows or doors that you cannot access safely or if the Owners Corporation resolves that it will keep the glass or specified part of the glass clean.

Sun Shades

- 36 You must have the consent from the Owners Corporation to install a sun shade, sun blind, awning or other sun shading device in your Lot or on Common Property.

Rights of the Owners Corporation to clean windows.

- 37 The Owners Corporation may resolve to clean the glass in some or all of the windows and doors in *The Chelsea*. If the Owners Corporation resolves to clean glass in your Lot, you are excused from your obligations under this bylaw for the period the Owners Corporation resolves to clean the glass.

The Balcony of your apartment

- 38 You may keep planter boxes, pot plants, Landscaping and occasional furniture on the Balcony of your Lot only if:
- 38.1 it is a type approved by the Owners Corporation;

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- 38.2 it is of a standard commensurate with the standard of *The Chelsea*;
- 38.3 it will not (or is not likely to) cause damage; and
- 38.4 it is not (or is not likely to become) dangerous;

You may also keep a portable barbeque according to by-laws 44 to 46.

- 39 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 Lot that are not Common Property.

Enclosing your balcony

- 40 Owners and Occupiers of Lots within The Chelsea are not permitted to enclose their balcony.

Drying your laundry

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

Rights of the Owners Corporation to enter your Lot

- 42 The Owners Corporation has the right to enter your Lot to operate, inspect, test, treat, use, maintain, repair or replace Common Property. The procedures with which the Owners Corporation must comply when it exercises this right are in the Management Act.

Security System

- 43 It is recommended that Owners and Occupiers of Lots within The Chelsea install their own monitored intruder alarm system which complies with the Australian Standard - Systems Installed within Clients Premises, AS:2201 <http://standards.org.au>. It is the Owners or Occupiers responsibility to have the system checked and tested on a regular (at least monthly) basis to ensure that it is operating effectively.
- 44 Owners and Occupiers of a Retail Lot must also install a further supplementary system such as a Global Satellite Mobile (GSM) or Radio Frequency (RF) System, used to transmit an alarm signal should the main telephone line be cut.

Barbeque Areas

- 45 The barbeque area and associated facilities may be used by the Owners and Occupiers of the strata scheme pursuant to the terms and conditions of this By-law;
 - 45.1 An Owner or Occupier shall not:
 - i. use the barbeque area or associated equipment or facilities provided between the hours of 10.00PM and 8.00AM, without the prior written approval of the Owners Corporation; or

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- ii. whilst using the barbeque area create any or allow any noise or other disturbance to be created which is likely to interfere with the peaceful enjoyment of the Owners or Occupiers of other Lots or common property in the strata scheme; or
 - iii. use the barbeque area or facilities provided in such a manner so as to exclude the use of these facilities by other Owners or Occupiers at any given time, without the prior written approval of the Owners Corporation; or
 - iv. use the barbeque area, associated equipment and facilities during a period of 'temporary exclusive use' that has been granted to another resident within the strata scheme.
- 45.2 in relation to the use of the barbeque area, an Owner or Occupier of a Lot shall ensure:
- i. that their invitees do not use the barbeque area unless they or another Owner or Occupier accompanies them;
 - ii. that children are not permitted to use the barbeque area and facilities unless under the direct supervision of an adult;
 - iii. that the barbeque area is maintained in a clean and tidy condition and all waste materials must be promptly removed to the waste repository bins;
- 45.3 in relation to the use of the barbeque area;
- i. the Executive Committee of the Owners Corporation may from time to time, at its absolute discretion, make a determination as to what use the barbeque area may be put and the maximum number of invitees of any one Owner or Occupier to be permitted to use the barbeque area, equipment or facilities at any one time;
 - ii. the Executive Committee of the Owners Corporation may from time to time, at its absolute discretion, make a determination as to the hours during which the barbeque area is available for use by the Owners or Occupiers;
 - iii. in the event that any Owner, Occupier or their invited guests do not comply with this By-Law or any other By-Law of the strata scheme whilst using the barbeque area, the Owner, Occupier or their invited guest will be required to leave the barbeque area immediately;
 - iv. the Owners Corporation may refuse consent to use the barbeque area to any Owner or Occupier who fail to comply with the obligations imposed upon them by this By-Law or any other By-Law of the strata scheme whilst using the barbeque area.

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Storing and operating a portable barbeque

Obligations of Owners and Occupiers

- 46 You may store and operate a portable barbeque on the Balcony of your Lot if:
- 46.1 it is a type approved according to by-law 45;
 - 46.2 it will not (or is not likely to) cause damage;
 - 46.3 it is not (or is not likely to become) dangerous;
 - 46.4 it is covered when you are not operating it;
 - 46.5 it is kept clean and tidy.

Types of portable barbeques

- 47 You may store and operate the following types of portable barbeques on the Balcony of your Lot:
- 47.1 a covered kettle style portable barbeque;
 - 47.2 a covered gas or electric portable barbeque; and
 - 47.3 any other type approved by the Owners Corporation.
- 48 You may not store or operate a portable barbeque on the Balcony of your Lot if that portable barbeque has no cover.

Keeping an animal Residential Lots

What animals may you keep?

- 49 Subject to this by-law, a Residential Owner or Occupier may keep:
- 49.1 goldfish or other similar fish in an indoor aquarium; or
 - 49.2 a small dog or cat;
 - 49.3 a guide dog if you need the dog because you are visually or hearing impaired.

When will you need consent?

- 50 You must have consent from the Owners Corporation to keep types or numbers of animals not approved under by-law 47.

When will the Owners Corporation refuse consent?

- 51 The Owners Corporation will not give you consent to keep:
- 51.1 a dog that is vicious, aggressive, noisy or difficult to control;
 - 51.2 a dog that is not registered under the Companion Animals Act 1998;

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- 51.3 a dangerous dog under the Companion Animals Act 1998 (NSW); or
- 51.4 an animal other than those outlined in clause 47.

Controlling your animal

- 52 You must ensure that any animal you keep under this by-law does not wander onto another Lot or Common Property. If it is necessary to take your animal onto Common Property (eg to transport it out of *The Chelsea*), you must restrain it (eg by leash or pet cage) and control it at all times.

Conditions for keeping an animal

- 53 The Owners Corporation may make conditions if it gives you consent to keep an animal. A condition which automatically applies is that the Owners Corporation has the right at any time to order you to remove your animal if:
 - 53.1 it becomes offensive, vicious, aggressive, noisy or a nuisance;
 - 53.2 the animal is unreasonably disturbing other Owners and Occupiers;
 - 53.3 you do not comply with your obligations under this by-law;
 - 53.4 you breach a condition made by the Owners Corporation when it gave you consent to keep the animal; or
 - 53.5 if you keep a dog, your dog is a dangerous dog or is not registered under the Companion Animals Act 1998 (NSW).

Your responsibilities

- 54 You are responsible:
 - 54.1 to other Owners and Occupiers and people using Common Property for:
 - i. any noise your animal makes which causes unreasonable disturbance; and
 - ii. damage to or loss of property or injury to any person caused by your animal; and
 - 54.2 to clean up after your animal.

Your visitors

- 55 You must not allow your visitors to bring animals into *The Chelsea* unless they are guide dogs or hearing dogs and your visitors are visually or hearing impaired.

No animals in Retail Lots

- 56 If you are an Owner or Occupier of a Retail Lot, you must not bring an animal into *The Chelsea* unless the animal is a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability and you need the dog or other animal because of a visual disability, a hearing disability or any other disability.

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Erecting a sign

Signs in Apartments

57 You must not erect a sign in any other part of your Lot.

What are your obligations?

58 You must not erect a sign (including without limit 'For Sale' or 'For Lease' signs:

58.1 in your Lot that is visible from outside your Lot; or

58.2 on Common Property.

The Developer

59 While the Developer is an Owner, the Developer is permitted to erect and display 'For Sale' or 'For Lease' signs in a Lot or on Common Property.

Fire Control

What are your obligations?

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

60.1 use them in connection with the lawful use of your Lot; and

60.2 keep them in reasonable quantities according to the guidelines of government agencies.

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

Restrictions about fire safety

61 You must not:

61.1 keep flammable materials on Common Property;

61.2 interfere with fire safety equipment;

61.3 obstruct fire stairs or fire escapes; or

61.4 keep flammable materials in your car space of your lot.

Apartment Entry Door Modifications

62 Apartment entry doors are fire rated doors that are installed in accordance with relevant fire safety standards and codes.

63 Alterations or modifications to apartment entry doors, including peep holes, Jocks, etc require prior approval of the Owners Corporation.

64 An Owner, Occupier or Authorised User must not remove a fire services tag from an apartment entry door.

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False Fire Alarms

- 65 A Owner shall be liable to compensate the Owners Corporation in respect of any false alarm charge where the false alarm is established to the satisfaction of the Fire and Rescue NSW or a fire monitoring contractor engaged by the Owners Corporation, to have originated from a particular Lot, where that false alarm was triggered by negligence or carelessness by the Member or an invitee of an Occupier of that Lot. For the purpose of this clause, the Owners Corporation shall be entitled to assume that a false fire alarm occurred within a Lot if Fire and Rescue NSW or a fire monitoring contractor engaged by the Owners Corporation advises that a false alarm occurred within a particular Lot.
- 66 The Owners Corporation shall be entitled to levy a payment from a Owner of a Lot to compensate it for false fire alarm charges in accordance with this clause. The Owners Corporation may recover as a debt a charge not paid at the end of one month after it becomes due and payable together with interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

Moving and delivering furniture and goods

Moving in and moving out

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

What are your obligations?

- 68 When you take deliveries or move furniture or goods through *The Chelsea*, you must:
- 68.1 comply with the reasonable requirements of the Owners Corporation, including requirements to fit an apron cover to the Common Property lift;
 - 68.2 only do so within the permitted hours as determined by the Owners Corporation from time to time;
 - 68.3 repair any damage you (or the person making the delivery) cause to Common Property; and
 - 68.4 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.

Rules

- 69 The Owners Corporation may make Rules to control the delivery of furniture and goods and, in particular, the use of the Common Property lifts by Owners and Occupiers.

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Parking on Common Property and Storage

- 70 An Owner or Occupier must:
- 70.1 not park or stand any motor or other vehicle on common property except with the prior written approval of the Owners Corporation.
 - 70.2 not store any article, goods, cupboard, equipment or the like within their car space(s), except without the prior written approval of the Owners Corporation, other than a duly registered vehicle, as defined in the Road Transport (Vehicle Registration) Act 1997 or associated legislation as amended, unless it is within a purpose fitted and secured storage box that complies to the following:
 - i. the storage unit must not adversely affect or impact on the car spaces visibility, accessibility, amenity, aesthetics, personal safety, building regulations, any common area mechanical ventilation system or any other services or any BCA requirements,
 - ii. the storage unit must be located wholly within the Owners or Occupiers car space lot,
 - iii. all items and materials stored are stored at the Owners or Occupiers risk,
 - iv. the storage unit cannot be attached or fixed to a wall or ceiling only to the ground;
 - v. the Owners Corporation is not responsible for any loss or damage caused to any storage unit or vehicle damaged as a result of that storage unit,
 - vi. the Owners Corporation may revoke an approval if an Owner does not comply with the above points.
 - 70.3 not permit any other person to park or stand a Vehicle in a Visitor Car Space unless that person is a genuine visitor of that Owner or Occupier.
 - 70.4 keep the Car Space of their Lot clean and free from grease.

Visitor Parking

Right to Use

- 71 Visitors of the Owners and Tenants of The Chelsea may use the visitor parking bays subject to the following:
- 71.1 use is limited to 6 hours visitation in a continuous period; and
 - 71.2 visitors may not use visitors parking bays overnight without the written approval of the executive committee.

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Owners and Occupiers of The Chelsea are not entitled to use the visitor parking bays.

How to dispose of your garbage

Making Rules

72 The Owners Corporation may make Rules about the storage and removal of garbage from The Chelsea, which Owners and Occupiers must comply.

General obligations

73 You must not deposit or leave garbage or recyclable materials:

73.1 on Common Property;

73.2 in an area of your Lot which is visible from outside your Lot; or

73.3 in your car space.

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

Garbage disposal and the Residential Garbage Storage Area

What are the obligations of Owners and Occupiers?

75 You must:

75.1 place your household garbage in the bins provided in the Residential Garbage Storage Area;

75.2 drain and securely wrap your household garbage before you place it in the Residential Garbage Storage Area;

75.3 leave your other garbage and recyclable materials in the area or receptacle in the Residential Garbage Storage Area designated by the Owners Corporation for that purpose;

75.4 recycle your garbage according to instructions from the Owners Corporation and Council;

75.5 drain and clean bottles and make sure they are not broken before you place them in the Residential Garbage Storage Area; and

75.6 contact the Owners Corporation to remove (at your cost) large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service.

Cleaning up spills

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

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Garbage disposal and Trade Waste for Retail Owners and Occupiers

- 77 You must:
- 77.1 transport to and store your garbage and recyclable materials in your specified garbage and recyclable material receptacles (which you must provide) in the Retail Garbage Storage Area;
 - 77.2 place any vegetable or other matter that may decompose in a refrigerated garbage storage facility if provided by the Owners Corporation;
 - 77.3 arrange (and pay for) the regular collection of your trade waste and garbage from the Retail Garbage Storage Area by the local council, or an equivalent service provider;
 - 77.4 after garbage has been collected, promptly return the receptacle to the Retail Lot or other area designated;
 - 77.5 remove any trade waste in the area designated by the Committee or Facilities Manager for that purpose (eg grease arrestors);
 - 77.6 recycle your garbage according to instructions from the Committee or the Facilities Manager and City of Sydney Council;
 - 77.7 drain and clean bottles and make sure they are not broken before you place them in the Retail Garbage Storage Area;
 - 77.8 keep your garbage and recyclable material receptacles only in the areas in the Retail Garbage Storage Area designated by the Owners Corporation for that purpose;
 - 77.9 ensure that your garbage and recyclable material receptacles are in a sanitary condition and, as far as is reasonably practical, free from odours;
 - 77.10 repair, maintain and where necessary, replace garbage and recyclable receptacles.

Additional rights and obligations of the Owners Corporation

- 78 The Owners Corporation may:
- 78.1 make Rules allocating on a proportional unit entitlement basis for the sum of the unit entitlements of the relevant Retail Lots the costs of any special garbage removal, cleaning or other service required to service any particular Retail Lot or Retail Lots. These Retail Lot(s) may pay a higher proportional charge than other retail lots.
 - 78.2 make Rules allocating on a proportional use basis of the relevant Retail Lots the costs of any special garbage removal, cleaning or other service required to service any particular Retail Lot or Retail Lots. These Retail Lot(s) may pay a higher proportional charge than other retail lots.

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Carrying out Building Works

When do you need consent?

- 79 Subject to the by-laws, you must have consent from the Owners Corporation to carry out Building Works. The Owners Corporation consent may include conditions.

When is consent not necessary?

- 80 You do not need consent from the Owners Corporation under this by-law to:
- 80.1 if you are the Developer, erect a 'For Sale' or 'For Lease' sign according to by-law 57;
 - 80.2 alter or remove an Inter-Tenancy Wall according to by-laws 94 to 97; or
 - 80.3 carry out Building Works which you are entitled to carry out under an Exclusive Use By-Law.
- 81 However, you must comply with by-laws 77 to 85 when you erect the sign or carry out the Building Works.

Procedures before you carry out Building Works

- 82 When you carry out Building Works, you must:
- 82.1 obtain necessary consents from the Owners Corporation and government agencies;
 - 82.2 find out where service lines and pipes are located;
 - 82.3 obtain consent from the Owners Corporation if you propose to interfere with or interrupt services; and
 - 82.4 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.

Procedures when you carry out Building Works

- 83 If you carry out Building Works, you must:
- 83.1 use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation;
 - 83.2 carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and
 - 83.3 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;
 - 83.4 comply with any conditions of the Owners Corporation attached to its approval; and

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83.5 comply with any conditions of the Committee attached to its approval.

Slab Penetration

- 84 The Owner or Occupier of the Retail Lot has the special privilege of penetrating that part of the Common Property being the slab contained within their Lot on the conditions of this by-law. Prior to penetration of the slab, you must:
- 84.1 X-ray the slab to identify reinforcement and services in that slab;
 - 84.2 Provide a report by a suitably qualified engineer certifying that the proposed work will not impact on the structural integrity of the Building and the Services or any post tensioning in the slab; and
 - 84.3 Keep the Owners Corporation indemnified from and against all claims, demands and liability of any kind which may arise in respect of the penetration of the slab.
- 85 The owner of the Lot may allow any Occupier of the Lot to exercise the special privilege rights of the Owner under this by-law. The Owner of the Lot and any successors in title remains liable under these by-laws for all obligations under these by-laws.

Making arrangements with the Owners Corporation

- 86 Before you carry out Building Works (including Building Works for which you do not require consent from the Owners Corporation), you must:
- 86.1 arrange with the Owners Corporation a suitable time and means by which to access *The Chelsea* for purposes associated with those Building Works;
 - 86.2 comply with the reasonable requirements of the Owners Corporation about the time and means by which you must access *The Chelsea*; and
 - 86.3 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 Chelsea*.

Role of the Building Manager

- 87 The Owners Corporation may authorise the caretaker or Building Manager or both to review and make recommendations about applications for Building Works. The Owners Corporation may take those recommendations into account when it assesses an application.

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Use of Retail Lots

Hours of operation for the Retail Lots

- 88 If you are the Owner or Occupier of a Retail Lot, you may use your Retail Lot for commercial or retail purposes only during the hours approved by Government Agencies.

Approval for use of Retail Lot

- 89 The Owners Corporation must consent to the lodgement of an application to a Government Agency (as Owner for the purpose of the EP&A Act) for a particular use, or for specified hours, if requested by an Owner or an Occupier of a Retail Lot.

Amending this by-law

- 90 The Owners Corporation may amend this by-law only:
- 90.1 by special resolution; and
 - 90.2 with the written consent of the Owners of the Retail Lots (acting reasonably).

Erecting Signs in Retail Lots

Retail Signage Code

- 91 The Retail Signage Code regulates the erection of signs by the Owners and Occupiers of Retail Lots in their Lot and on Common Property. The Retail Signage Code is set out in **Schedule 1** to these by-laws and is attached.
- 92 The rights and obligations set out in the Retail Signage Code are deemed to be incorporated in this by-law.

Compliance with Retail Signage Code

- 93 If you are the Owner or Occupier of a Retail Lot and you propose to place, install, fit, change remove or erect a sign:
- 93.1 in your Retail Lot (including the inside of any windows in your Retail Lot);
or
 - 93.2 on Common Property (if you are entitled to do so under and Exclusive Use By-law or otherwise with the written consent of the Owners Corporation),
 - 93.3 you must comply with the Retail Signage Code.

Obligations of the Owners Corporation

- 94 The Owners Corporation must consent to the lodgement of an application to a Government Agency (as Owner for the purpose of the EP&A Act) for the erection of a sign permitted under the Retail Signage Code if such consent is:

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- 94.1 required by the Government Agency; and
- 94.2 requested by an Owner or Occupier of a Retail Lot.

The Developer

- 95 While the Developer is an Owner, the Developer does not need consent from the Owners Corporation to erect and display 'For Sale' or 'For Lease' in a Lot or on Common Property.

Inter-Tenancy Walls

When may you alter or remove an Inter-Tenancy Wall?

- 96 You may alter or remove an Inter-Tenancy Wall if:
 - 96.1 you own the Lots separated by the Inter-Tenancy Wall or you have the consent of the Owner of the adjoining Lot;
 - 96.2 it is not a structural wall;
 - 96.3 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 that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect Common Property or other Lots (including services to those Lots); and
 - 96.4 you comply with the procedures in this by-law.
- 97 Otherwise, you must have the consent of the Owners Corporation to alter or remove an Inter-Tenancy Wall.

What consents are necessary?

- 98 You do not need consent from the Owners Corporation to alter or remove an Inter-Tenancy Wall (provided that you comply with the requirements of this by-law). However, you must obtain all necessary consents from government agencies before you alter or remove an Inter-Tenancy Wall.

What are the conditions for carrying out the work?

- 99 It is a condition of you altering or removing an Inter-Tenancy Wall that you:
 - 99.1 carry out the work in the method certified by the structural engineer;
 - 99.2 if appropriate, comply with section 14 of the Strata Schemes (Freehold Development) Act 1973 NSW) and lodge any necessary building alteration plan with the Registrar-General;
 - 99.3 comply with by-laws 77 to 85; and
 - 99.4 acknowledge for yourself and future Owners of your Lot that the Owners Corporation does not have to reinstate the Inter-Tenancy Wall.

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Licences

Powers of the Owners Corporation

- 100 In addition to its powers under the Management Act, the Owners Corporation has the power to grant licences to Owners and Occupiers to use parts of Common Property.
- 101 The Owners Corporation may exercise its powers under this by-law only by ordinary resolution at a general meeting.

What provisions may a licence include?

- 102 Licences the Owners Corporation grants under this by-law may include provisions about, but need not be limited to:
- 102.1 payments under the licence;
 - 102.2 the term of the licence;
 - 102.3 the permitted uses of the licensed areas;
 - 102.4 the maximum number of persons allowed in the licensed area;
 - 102.5 insurances the licensee must effect; and,
 - 102.6 cleaning and maintaining the licensed area.

Damage to Common Property

What are your obligations?

- 103 An Owner or Occupier of a Lot must not mark, paint, drive nails, or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property, except with the prior written approval of the Owners Corporation.
- 104 An approval given by the Owner's corporation under clause 101 cannot authorise any additions to the common property.
- 105 This by-law does not prevent an Owner or person authorised by an Owner from installing:
- i. Any locking or other safety device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot, or
 - ii. Any screen or other device to prevent entry of animals or insects on the Lot, or
 - iii. Any structure or device to prevent harm to children, or
 - iv. Any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot.

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- 106 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building and not compromise the fire integrity of the door.
- 107 Despite Section 62 of the Strata Management Act 1996, the Owner of a Lot must:
- 107.1 maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause 103 that forms part of the common property and that services the Lot; and
- 107.2 repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause 103 that forms part of the common property and that services the Lot.
- 108 Subject to the by-laws, you must:
- 108.1 use Common Property equipment only for its intended purpose;
- 108.2 immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and
- 108.3 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 *Foveaux* on your behalf.

When will you need consent from the Owners Corporation?

- 109 Subject to the by-laws, you must have consent from the Owners Corporation to:
- 109.1 interfere with or damage Common Property;
- 109.2 remove anything from Common Property that belongs to the Owners Corporation; or
- 109.3 interfere with the operation of Common Property equipment.

Insurance premiums

Consent from the Owners Corporation

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

Payments for increased premiums

- 111 If the Owners Corporation gives you consent under this by-law, it may make conditions that, without limitation, 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.

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Security at *The Chelsea*

Rights and obligations of the Owners Corporation

- 112 The Owners Corporation must take reasonable steps to:
- 112.1 stop intruders coming into *The Chelsea*; and
 - 112.2 prevent fires and other hazards.
 - 112.3 Keep trees and shrubs trimmed and maintained to reduce concealment opportunities and increase visibility to and from the property. Landscaping is to be maintained on a regular basis including removing obstacles and rubbish from property boundaries, footpaths, driveways, car parks and buildings.
 - 112.4 Prepare and maintain an Emergency Control and Evacuation Plan which complies with the Australian Standard, Emergency Control Organisation and Procedures for Buildings, Structures and Workplace AS:3745 <http://www.standards.org.au>
 - 112.5 Complete an annual fire safety assessment and inspection of an essential fire safety measure or building must have been carried out within the period of 3 months prior to the date of which the annual fire safety statement is issued. The person carrying out the assessment must inspect and verify the performance of each fire safety measure. The annual fire safety statement must be given to council and the Fire Commissioner and prominently displayed in the building to comply with the Environmental Planning and Assessment Regulations 1994 Clause 80GB.

Restricting access to Common Property

- 113 In addition to its powers under the Management Act and subject to this by-law, the Owners Corporation has the power to:
- 113.1 close off or restrict by Security Key access to parts of Common Property that do not give access to a Lot;
 - 113.2 restrict by Security Key your access to levels in *The Chelsea* where you do not own or occupy a Lot or have access to according to an Exclusive Use By-Law; and
 - 113.3 allow security personnel to use part of Common Property to operate or monitor security of *The Chelsea*. The Owners Corporation may exclude you from using these parts of Common Property;
 - 113.4 make an agreement with another party (eg the Building Manager) to exercise its functions under this by-law. The agreements may have provisions requiring Owners to pay the other party an administration fee.

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What are your obligations?

- 114 You must:
 - 114.1 comply with the reasonable instructions of the Committee and the Owners Corporation about Security Keys and, in particular instructions about re-coding and returning Security Keys;
 - 114.2 comply with the By-Laws about security and Security Keys and in particular, take all reasonable steps not to lose Security Keys;
 - 114.3 comply with the requirements of the By-Laws about leasing your Lot;
 - 114.4 not interfere with the security equipment or do anything that is prohibited in the By-Laws;
 - 114.5 take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

Providing Owners and Occupiers with Security Keys

- 115 The Owners Corporation or its Representative (The Building Manager) is responsible for providing Security Keys to The Chelsea. The Owners Corporation may charge you a fee or bond if you want extra or replacement Security Keys.
 - 115.1 The Owner or Occupier of a Lot in possession of a Security Key(s) must not duplicate or permit the Security Key(s) to be duplicated and must take all reasonable steps to ensure the Security Key(s) are not lost or handed to any person other than another Owner or the executive committee;
 - 115.2 The Owner or Occupier of a Lot must promptly notify the Executive Committee if a Security Key(s) is lost or destroyed.
 - 115.3 Maximum security keys allocated per residential Lot
 - i. 3 Bedroom Unit 6 Keys
 - ii. 2 Bedroom Unit 4 Keys
 - iii. 1 Bedroom Unit 2 Keys
 - 112.10 The Owners Corporation may restrict the number of Security Keys it makes available to an Owner or Occupier.
 - 115.11 Security Keys are encoded to enable an Owner or Occupier to access an Owner or Occupiers relevant floor, permitted common property and garage usage as applicable.

Locks and Devices

- 116 Owners and Occupiers of Lots within The Chelsea are not allowed to install solid security shutters over any windows or glass sliding doors of their lot.
- 117 To ensure the structural integrity of the Building, no locks or devices are to be installed to any external window or external door assembly unless approved in writing by the original Building facade manufacturer, or in the event the original

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Building facade manufacturer is unavailable, a manufacturer nominated by the Executive Committee.

- 118 If an Owner or Occupier installs any lock or device in contravention of this by-law that Owner must keep the Owners Corporation indemnified from and against any claims, demands and liability which may arise in respect of damage to the Building, the Building facade and any Common Property.

Exclusive use by Chelsea Residential of Air Conditioning Equipment

Exclusive use rights

- 119 The Owner of each Lot owns the Air Conditioning Equipment that as at the date of this strata registration exclusively services their Lot subject to the conditions below.
- 120 The Owner of each Lot has the right to the exclusive use of that part of the Common Property that the Air Conditioning Equipment that exclusively services their Lot is located upon and passes through, and the right of access over the Common Property to access all components of the Air Conditioning Equipment which exclusively services their Lot.

Obligations of the Owner and Owners Corporation

- 121 The Owner of each Lot is responsible at their own cost for the repair, maintenance, operation, cleaning, and replacement of the Air Conditioning Equipment that, as referred to in by-law 115, services that Owner's individual Lot and must not alter the location of the Air Conditioning Equipment without the prior consent of the Owners Corporation.
- 121.1 Damage to the Common Property adjacent or below to the Air Conditioning Equipment that, as referred to in by-law 115 above services that Owner's individual lot, caused directly by an Owner or Occupier must be made good by and at the cost of that Owner or Occupier in a proper and workmanlike manner and to the satisfaction of the Owners Corporation.
- 121.2 The Owner at their own cost remains liable under these by-laws for all obligations under this by-law, and must comply with the requirements of any Authority, and must use licensed contractors in relation to the Air Conditioning Equipment.
- 121.3 The Owner of a Lot must keep the Owners Corporation indemnified from and against claims, demands and liability of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the rights conferred by this by-law.
- 121.4 The Owner of a Lot must comply with the requirements of any other by-law when exercising rights and obligations under this by-law.

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Exclusive use by Chelsea Retail of Grease Trap, Retail Kitchen Exhaust Risers and Air Conditioning Equipment

Exclusive Use By-Law

- 122 This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Retail Lot.
- 123 By-laws 8 to 15 apply to this Exclusive Use By-Law.
- 124 The Owner or Occupier of Lots 67, 68 and 69 has the right to the exclusive use of that part of the Common Property that the Grease Trap located on B1 level and Retail Kitchen Exhaust Risers and Air Conditioning Equipment that exclusively services their Lot, is located upon and passes through Block A building from Block A rooftop to each Lot 67, 68 and 69, and the right of access over Common Property to access all components of the Grease Trap, Retail Kitchen Exhaust and Air Conditioning Equipment which exclusively services their Lot.

What are your obligations?

- 125 The Owner or Occupier of Lots 67, 68 and 69;
- 125.1 is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair the Grease Trap, Retail Kitchen Exhaust Risers, and Air Conditioning Equipment;
- 125.2 must repair any damage to Common Property caused by exercising its rights under this by-law;
- 125.3 must indemnify the Owners Corporation against all claims and liability caused by exercising its rights under this by-law
- 125.4 must comply with and obtain all necessary Council or Authority consents for use of the Grease Trap and Risers;
- 125.5 must take out appropriate insurances, noting the interest of the Owners Corporation, for its use of the Grease Trap including public liability insurance and such other insurances as the Owners Corporation may from time to time direct. The Owner or Occupier of Retail Lots 67, 68 and 69 must provide evidence of such insurance upon request from the Owners Corporation.
- 126 For clarity the proportions of obligation and costs to be borne by the Retail Lot Owners in relation to the Grease Trap are as follows:

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Lot	Unit Entitlement	Proportion
8 67	13	27% 28%
8 68	17	35% 37%
8 69	19 16	38% 35%

127 For clarity, the proportions of obligation and costs to be borne by the Retail Lots Owners in relation to Retail Kitchen Exhaust Risers and Air Conditioning is 100% for their specifically dedicated connection to their Lot.

Exclusive Use for Signage Purposes

Exclusive Use By-Law

128 This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only with the written consent of the Owners of the Retail Lots.

Exclusive use rights

- 129 The Owners of the Retail Lots have, at their cost, the special privilege to:
- 129.1 erect signs permitted under the Retail Signage Code to Common Property walls adjacent to their Retail Lot provided that the Owners:
 - 129.2 obtain all necessary approvals from Council and Government Agencies;
 - 129.3 comply with the types, location and size restrictions provided under the Retail Signage Code; and
 - 129.4 make minor alterations to Common Property to enable the erection of the signs in accordance with this Exclusive By-Law.

Interpreting this by-law

130 In this Exclusive Use By-Law, 'you' means the Owners of the Retail Lots.

What are your obligations?

- 131 You must, at your cost:
- 131.1 comply with the Retail Signage Code;
 - 131.2 repair any damage you cause during or as a result of the erection of a sign;
 - 131.3 clean and remove debris caused as a result of erecting or maintaining the sign;
 - 131.4 maintain that part of Common Property where the sign is erected (excluding any structural maintenance and repairs);

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- 131.5 use contractors approved by the Owners Corporation to maintain and repair that part of the Common Property where the sign is erected; and
- 131.6 use, maintain and repair the sign in accordance with the requirements of Council, Government Agencies and the Owners Corporation.

Some prohibitions

- 132 You must not erect signs not permitted or provided for under the Retail Signage Code without the consent of the Owners Corporation and Government Agencies.

Indemnities

- 133 The Owners of the Retail Lots indemnify the Owners Corporation against all claims and liability caused by exercising your rights under this Exclusive Use By-Law.

Exclusive use of Retail Shopfront Windows

Exclusive Use By-Law

- 134 This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Retail Lot.
- 135 By-laws 8 to 15 apply to this Exclusive Use By-Law.
- 136 The Owners of the Retail Lots have exclusive use of the shopfront window (including any automated door system) forming part of the Lot.
- 137 The Owner of the Retail Lot is responsible for the repair, maintenance and replacement of the shopfront windows forming part of the Lot.
- 138 The Owners of the Retail Lots must keep the Owners Corporation indemnified from and against any claims, demands and liability of any kind which may arise in respect of the shopfront windows.
- 139 Security roller shutters must not be installed on the outside of any window forming part of the Lot. Any security grille to be located on the inside window must be open grille, see through and not a solid metal type.
- 140 An Owner of Occupier of the Retail Lot is not required to obtain the prior approval of the Owners Corporation under this by-law to replace the shopfront windows provided the design and type of window is the same as previously installed. In the case of replacement of the shopfront, ensure all works are sealed from the public domain by the installation of a full height A class hoarding or any other requirement under conditions imposed by a consent or relevant Authorities.

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Intercom System

Residential intercom system

- 141 The Owner of a Lot is responsible for the maintenance, repair and replacement of that part of the Building intercom system located within that part of the Lot comprising the apartment.

Communal Rooftop Gardens

Communal roof garden

- 142 The communal roof garden area and associated facilities may be used by the Residential Owners and Occupiers of the strata scheme pursuant to the terms and conditions of this by-law.

Obligations on Owners

- 143 An Owner or Occupier shall not use the area or associated equipment of facilities provided between the hours of 10:00 pm to 8:00 am, without the prior written approval of the Owners Corporation.
- 144 An Owner or Occupier must not create or allow any noise or other disturbances to be created which is likely to interfere with the peaceful enjoyment of the Owners or Occupiers in the strata scheme.
- 145 An Owner or Occupier must book in the use of the communal garden area for any events or social gatherings (which include more than 4 people) and require the exclusive use of the area by providing at least 5 business days' notice to the Building Manager. A fee of \$220 must be paid to the Owners Corporation in advance to cover the cleaning and a bond may be required as set by the Owners Corporation from time to time.
- 146 An Owner or Occupier shall ensure that their invitees do not use the area unless another Owner or Occupier accompanies them.
- 147 The Executive Committee and Owners Corporation may make Rules as to what use the area may be used, alcohol policy and make a determination on the maximum number of invitees of any one Owner or Occupier to be permitted to use the area equipment or facilities at any one time.
- 148 The holding of any function will be subject to any Rules made by the Executive Committee or Owners Corporation from time to time.
- 149 The Owner and Occupier is responsible for any damage caused to Common Property from the holding of a function and must leave the area clean after use and remove any items and garbage.

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Rules

Powers of the Owners Corporation

- 150 In addition to its powers under the Management Act, the Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of *The Chelsea* and, in particular, the use of Common Property.
- 151 The Owners Corporation may add to or change the Rules at any time.
- 152 The Owners Corporation may, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots;
- i. Window cleaning,
 - ii. Garbage disposal and recycling services,
 - iii. Electricity, gas or water supply,
 - iv. Telecommunication services (for example, cable television).
- 153 If the Owners Corporation makes a resolution referred to in clause 148 to provide an amenity or service to a Lot or to the owner or occupier of a Lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

What are your obligations?

- 154 You must comply with the Rules.

What if a rule is inconsistent with the by-laws?

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

How are consents given?

Who may give consent?

- 156 Unless a by-law states otherwise, consents under the by-laws may be given by:
- 156.1 the Owners Corporation at a general meeting; or
 - 156.2 the Executive Committee at a meeting of the Executive Committee.

Conditions

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

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Can consent be revoked?

- 158 The Owners Corporation or the Executive Committee may revoke their consent if you do not comply with:
- 158.1 conditions made by them when they gave you consent; or
 - 158.2 the by-law under which they gave you consent.

Failure to Comply with by-laws

Powers of the Owners Corporation

- 159 The powers of the Owners Corporation under this by-law are in addition to those that it has under the Management Act.

What can the Owners Corporation do?

- 160 The Owners Corporation may do anything on your Lot that you should have done under the Management Act or the by-laws but which you have not done or, in the opinion of the Owners Corporation, have not done properly.
- 161 The Owners Corporation must give you a written notice specifying when it will enter your Lot to do the work. You must:
- 161.1 give the Owners Corporation (or persons authorised by it) access to your Lot according to the notice and at your cost; and
 - 161.2 pay the Owners Corporation for its costs for doing the work.
- 162 The Owners Corporation may recover any money you owe it under the bylaws as a debt.
- 163 The rights of the Owners Corporation under the by-laws are in addition to those that it has under the Management Act.

Applications and complaints

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

Storage Spaces and Utility Lots

- 165 The Owners of Lots to which a storage space or the like forms part is responsible for the maintenance, repair and replacement of any part of such storage space or bike locker including without limit, gates, cages and the like.
- 166 Utility Lots 70, 71 & 73 are to be allocated as residential parking spaces only.

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Schedule 1 - Retail Signage Code

1 Overview

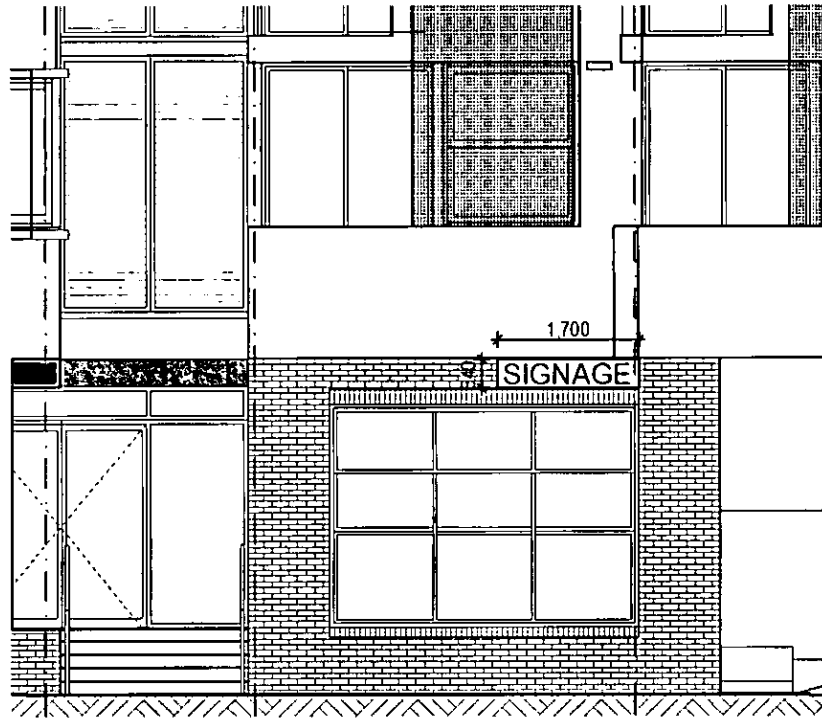


Figure 1.1 Retail (Lot 67) Elevation, Location and Size Plan

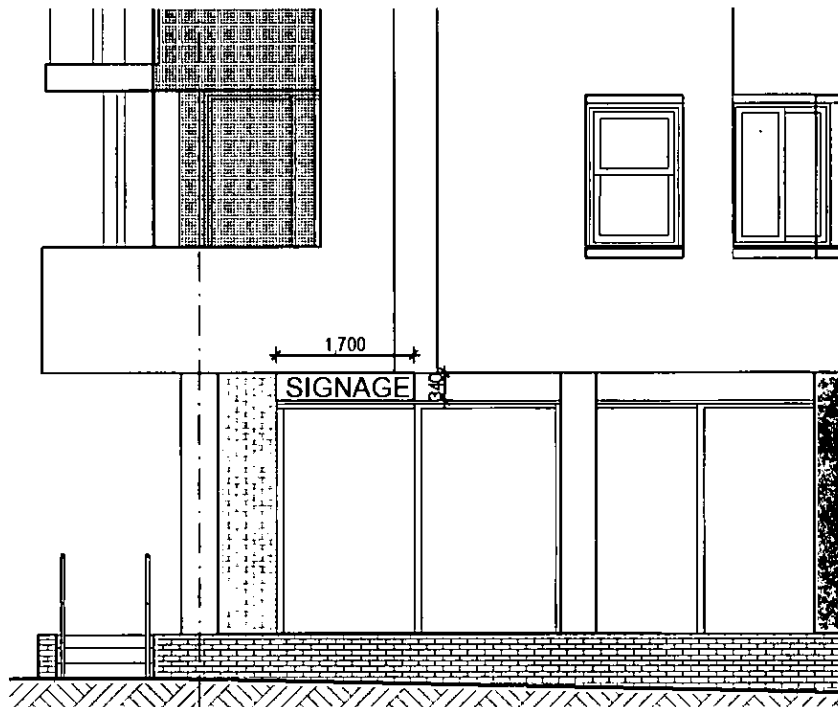


Figure 1.2 Retail (Lot 68) Elevation, Location and Size Plan

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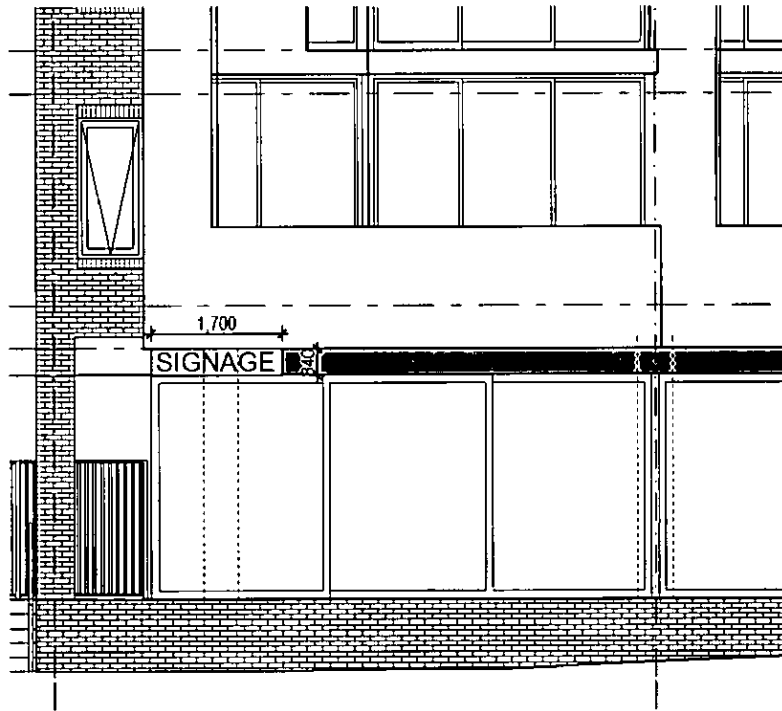


Figure 1.3 Retail (Lot 69) Elevation, Location and Size Plan

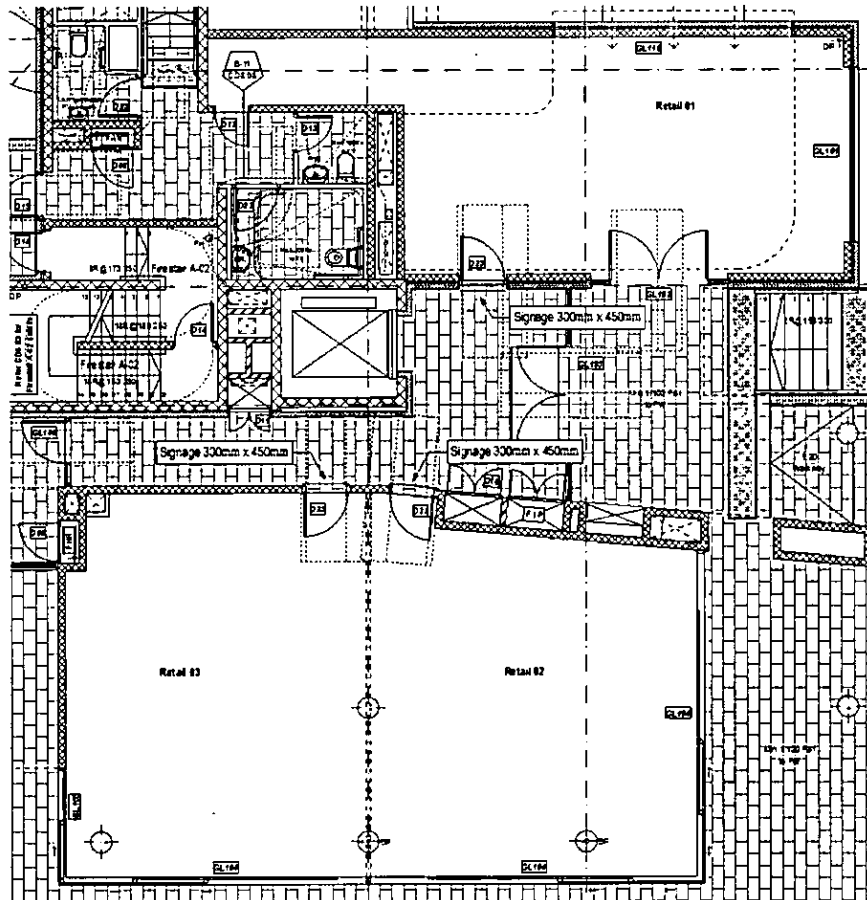


Figure 1.4 Location and Size for Door Signage Plan

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1.1 Why have a Retail Signage Code?

The primary reasons for having a Retail Signage Code and controlling the external appearances of The Chelsea are:

- (a) to preserve the design integrity and architectural quality of The Chelsea;
- (b) to recognise the different requirements of the residential and retail components of The Chelsea, while having proper regard to the common interest of each Owner and Occupier; and
- (c) to uphold property values for Owners.

1.2 Inconsistencies

If there is an inconsistency between a by-law and this Retail Signage Code, the by-law prevails.

2 Approvals

2.1 Approvals from Government agencies

Despite anything else in these by-laws, before you erect a sign you must:

- (a) obtain all necessary approvals from Government Agencies; and
- (b) provide a copy of any necessary approval to the Owners Corporation.

2.2 Other signs

If you propose to erect a sign that is not approved under this Retail Signage Code, before erecting the sign you must:

- (a) obtain consent from the Owners Corporation; and
- (b) after receiving consent from the Owners Corporation, obtain all necessary approvals from Government Agencies.

3 Signage

3.1 External naming signage in the Retail Lots

Subject to this clause 3, if you are an Owners or Occupier of a Retail Lot (or part of it), you may add writing and a logo to the external Common Property wall adjacent to your Retail Lot provided that:

- (a) you comply with the Retail Signage Code;
- (b) the sign relates to the business carried on in your Retail Lot and is not third party advertising material; and
- (c) the sign and any supporting structure does not obstruct the passage of pedestrians beneath or beside the sign.

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3.2 Internal shopfront signage in Retail Lots

If you are an Owner or Occupier of a Retail Lot (or part of it), you may erect signage in the internal shopfront of your Retail Lot provided that:

- (a) you comply with the Retail Signage Code; and
- (b) you do not adhere the sign directly to the rear of your shop front glazing.

3.3 General restrictions on types of signs

You are not permitted to erect signs in your Retail Lot or on Common Property which are:

- (a) neon or flashing; or
- (b) animated.

3.4 Rights of the Developer

Despite any other provision in the Retail Signage Code, while the Developer is an Owner, the Developer may erect and display 'For Sale' and 'For Lease' signs in Lots and Common Property without consent from the Owners Corporation.

4 Procedures for erecting signage

4.1 Procedures before you erect a sign

Before you erect any signage in or around a Retail Lot, you must:

- (a) arrange with the Owners Corporation a suitable time and means by which to access the area in which you will carry out the work;
- (b) comply with the reasonable requirements of the Owners Corporation about the time and means by which you must access The Chelsea to carry out the work; and
- (c) ensure that contractors and any other persons involved in carrying out the work comply with the reasonable requirements of the Owners Corporation about the time and means by which they must access The Chelsea to erect the sign.

4.2 Procedures when you carry out work

When you carry out works in The Chelsea, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation;
- (b) carry out the work in a proper manner and to the reasonable satisfaction of the Owners Corporation;
- (c) regularly remove debris and leave all areas of Common Property clean and tidy for all periods during which you carry out the work; and
- (d) repair damage you (or persons carrying out the work on your behalf) cause to Common property or the Property of another Owner or Occupier of a Lot.

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Execution and date

Date: *11 December 2015*

Executed by Goodwood Street Pty)
Ltd ACN 145 571 526 in accordance)
with section 127 of Corporations Act)
2001 (Cth) by:)

[Handwritten Signature]
.....
Signature of witness

BREE FRANKEL
.....
Name of witness

[Handwritten Signature]
.....
Signature of Sole Director / Secretary

NARLEON FORNS
.....
Name of Director / Secretary

BOUCE POMO, MAROUBRA
.....
Address of witness

SIGNED SEALED AND DELIVERED
for and on behalf of
WESTPAC BANKING CORPORATION
by its attorneys, under the Power of
Attorney each of whom, by executing
this appointment, state that they have
received no notice of revocation of the
Power of Attorney, in the presence of

[Handwritten Signature]

Attorney Signature
Name and Tier of Attorney (print) Tung Tran
Tier 3 Attorney

[Handwritten Signature]

Witness Signature
Name and Address of Witness (print) EVAN JANSZ
LEVEL 5, 2-14 MEREDITH ST
BANKSTOWN NSW 2200

PORTNEEDICA DISTRICT No 3 Pty LTD
ACN: 609 280 006

[Handwritten Signature]

BRUCE D. PORTER
DIRECTOR

[Handwritten Signature]

Ole-Thomas Joergensen
DIRECTOR

REGISTERED  24.12.2015