

By-Laws

Plan 90191

6 Grove Street
Dulwich Hill NSW 2203

Table of Contents

Table of Contents	1
By-Law 1 Definitions and interpretation	2
By-Law 2 About the by-laws	6
By-Law 3 Exclusive use by-laws	6
By-Law 4 Your behaviour and responsibility for others	8
By-Law 5 What are your obligation for your lot?	10
By-Law 6 Keeping an animal	13
By-Law 7 Moving in and furniture deliveries and removals	15
By-Law 8 How to dispose of your garbage	15
By-Law 9 Stormwater system	17
By-Law 10 Use of the common property facilities	18
By-Law 11 Use of commercial lot	19
By-Law 12 Erecting signs in commercial lot	19
By-Law 13 Exclusive use of the grease trap	20
By-Law 14 Exclusive use of the kitchen exhaust	21
By-Law 15 Special privilege for signage purposes	22
By-Law 16 Carrying out building works	22
By-Law 17 Inter-tenancy walls	25
By-Law 18 Exclusive use of apartment air-conditioning services	26
By-Law 19 Exclusive use of commercial lot forecourt	27
By-Law 20 Agreement with the building manager	27
By-Law 21 Licences	29
By-Law 22 Common property	29
By-Law 23 Insurance premiums	30
By-Law 24 Security at arlington grove	30
By-Law 25 Rules	31
By-Law 26 Exclusive use of commercial lot air-conditioning services	32
By-Law 27 How are consents given?	33
By-Law 28 Share parking spaces	33
By-Law 29 Light rail corridor	34
By-Law 30 Failure to comply with by-laws	34
By-Law 31 Applications and complaints	34
Special By-Law 1 Installation of blinds	35
Special By-Law 2 Lot 164 Glass Balustrade Works	36

By-Laws

Plan 90191

6 Grove Street
Dulwich Hill NSW 2203

By-Law 1 Definitions and interpretation

1.1 Definitions

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

Apartment means a residential strata lot in Arlington Grove and includes any Carspace or Storage Space forming part of a Lot.

Apartment Air-conditioning Services relates only to the Apartments and:

- a. includes, without limitation:
 - i. fan coil units and equipment, condensers, fan units, cables, conduits, pipes, wires and ducts which are located on Common Property and exclusively service an Apartment including, without limitation, by supplying air conditioning, reticulated refrigerant for air-conditioning; and
 - ii. condensor water pumps; and
 - iii. switchboards and electrical controllers; and
 - iv. reticulated refrigerant supplying air-conditioning to Apartments.
- b. does not include:
 - i. costs for electrical consumption by Apartments; or
 - ii. fan units, coils, cables, conduits, pipes, wires, mechanical ventilation and ducts which exclusively service an Apartment in Arlington Grove.

Arlington Grove means strata plan no. 90191

Balcony means an external balcony or courtyard within an Apartment as shown on the strata plan for Arlington Grove.

Buildings means the 4 buildings that comprise Arlington Grove to be named **Valencia, Kona, Hamlin** and **Verna**.

Building Manager means the building manager appointed from time to time by the Owners Corporation according to by-law 20.

Building Manager's Amenities means the areas of Common Property including an office and any storage areas allocated for use by the Building Manager.

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

- a. any Common Property structures, including the Common Property walls, floor and ceiling enclosing your Lot. Common Property walls include windows and doors in those walls; or
- b. the structure of your Lot; or
- c. the internal walls inside your Lot (e.g. a wall dividing two rooms in your Lot); or
- d. any fixtures and installations which are affixed to Common Property and/or connected to Services (e.g. kitchens and bathrooms; or
- e. Common Property services; or
- f. services in Arlington Grove, whether or not they are for the exclusive use of your Lot.

and Building Works;

- a. includes Flooring Works;
- b. excludes minor fit out works inside a Lot and minor works or alterations to the interior of Common Property walls in an Lot (e.g. hanging pictures or attaching items to those walls).

Disclaimer: The information set out in this document has been reproduced and consolidated in such a way as to allow it to be easily interpreted. This document is not intended to be relied upon by any reader in dealing with any particular matter. Whilst all care has been taken in the preparation of this document, the writer and the producers accept no liability for any error, omission or misguidance.

By-Laws

Plan 90191

6 Grove Street
Dulwich Hill NSW 2203

Car space means:

- a. a car space that forms part of a Lot; or
- b. a car space that is the subject of an Exclusive Use By-Law.

Central Recycling Room means the recycling room(s) located in the basement of Arlington Grove for use by the Apartments. It includes all bulk recycling bins and recycling receptacles, and associated equipment.

Central Garbage Room means the garbage room(s) located in the basement of Arlington Grove for use by the Apartments. It includes all bulk garbage bins, and associated equipment.

Commercial Lot means Lot 248 in Arlington Grove.

Commercial Lot Air-Conditioning Equipment means any air-conditioning unit/s and equipment, condensers, fan units which are owned and installed by the Owner or Occupier of the Commercial Lot (whether now or in the future) and which may be located in the designated Common Property area to exclusively service the Commercial Lot.

Commercial Lot Air-Conditioning Services relates to air-conditioning services which the Owner or Occupier of the Commercial Lot (whether now or in the future) requires to connect its Commercial Lot Air-Conditioning Equipment to or through exclusively services the Commercial Lot, and includes, without limitation, any:

- a. cables, conduits, pipes, wires and ducts; and
- b. water supplying air-conditioning;

which are required to be installed through Common Property and/or located on Common Property to connect to the Commercial Lot Air-Conditioning Equipment.

Commercial Lot Forecourt means the external forecourt area adjacent to the Commercial Lot hatched and marked (a) on the Exclusive Use Plan designated to be for the exclusive use of the Commercial Lot.

Commercial Lot Signage Parameters means any signage:

- a. which is not neon lit or has flashing lights; and
- b. complies with the approvals of any Government Authority.

Common Property means Common Property in Arlington Grove and personal property of the Owners Corporation.

Common Property Facilities includes the Landscaped Areas, bicycle parking, motorcycle parking, public pedestrian and bicycle through site access and the Recreational Facilities.

Community Garden Bed means the Common Property community garden bed area located on the ground level of Arlington Grove, Community Room means the Common Property community room located on the ground floor level of Valencia.

Community BBQ Area means the common property community BBQ area located on the ground floor level of Arlington Grove.

Council means Marrickville Council and its successors.

Developer means Galileo Arlington Grove Nominee Pty Ltd and their successors and assigns but excludes purchasers of any lot in Arlington Grove.

By-Laws

Plan 90191

6 Grove Street
Dulwich Hill NSW 2203

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

EP & A Act means the *Environmental Planning and Assessment Act 1979* (NSW).

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

Exclusive Use Plan means the plan attached to these by-laws as **Annexure A**.

Executive Committee means the executive committee of the Owners Corporation.

Flooring Works means works, alterations, additions, removal, major repairs, or replacement any floor surface (e.g. carpet, tiles or timber) in your Lot.

Government Authority means any government or any governmental or semi-governmental administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity or state owned corporation and includes the Council.

Grease Trap means the Common Property grease trap which services (or may service) the Commercial Lot. The Grease Trap includes all Common Property pipes, ducts, vents and other services and equipment associated with the use, operation, maintenance, repair and pump out of the Grease Trap.

Gymnasium means the Common Property gymnasium located in Arlington Grove on basement level 1. The Gymnasium includes, without limitation:

- a. the gymnasium room;
- b. any change rooms (and all amenities located within the change rooms); and
- c. all equipment, fixtures and fittings installed or otherwise provided in the gymnasium room.

Hobby Shed means the Common Property hobby shed located in Arlington Grove on basement level 2.

Kitchen Exhaust means the Common Property kitchen exhaust which services (or may service) the Commercial Lot. The Kitchen Exhaust includes all Common Property pipes, ducts, wires, vents and other services and equipment associated with the use, operation, maintenance and repair of the Kitchen Exhaust.

Landscaped Areas means any Common Property areas that consist of planters, lawn, shrubs, trees and garden areas.

Light Rail Corridor means the land adjoining or in the vicinity of Arlington Grove on which the all activities, infrastructure and works related to the operation of light rail passenger services and any transport services including activities which are additional to or in substitution for any light rail service are carried out.

Lot means, where the context permits:

- a. an Apartment; or
- b. the Commercial Lot.

Lots Fronting Light Rail Corridor means any Lots which front onto the Light Rail Corridor.

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

Occupier means the occupier, lessee, licensee or person in lawful occupation of a Lot.

Owner means:

- a. the owner of an Apartment;

By-Laws

Plan 90191

6 Grove Street
Dulwich Hill NSW 2203

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

Owners Corporation means The Owners - Strata Plan No. 90191.

Recreational Facilities includes the Gymnasium, Community Room, the Hobby Shed, the Community Garden Bed and the Community BBQ Area.

Rules mean Rules made by the Owners Corporation according to by-law 25.

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

Services means any services to Arlington Grove including

- a. water, gas and electricity;
- b. sewerage, stormwater and drainage;
- c. fire services and systems;
- d. exhaust and ventilation services and systems;
- e. telephone, television and other telecommunications; and
- f. security systems.

Service Bay means the service bay(s) on basement level 1.

Share Parking Spaces means the two (2) Common Property car parking spaces designated on the Strata Plan for shared hire car use.

Share Parking Operator means any operator appointed by the Owners Corporation to operate the shared hire car use from the Share Parking Spaces.

Storage Space means:

- a. a storage space that forms part of a Lot; or
- b. a storage space that is the subject of an Exclusive Use By-Law.

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.

Visitor Parking means any Common Property car spaces designated for "Visitor Parking".

Visitors means any person on Arlington Grove with your authority, including any tradesmen and children.

1.2 Reference 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;
- b. the word 'you' means an Owner or Occupier;
- c. a by-law is a reference to the by-laws and Exclusive Use By-Laws under the Management Act which are in force for Arlington Grove;

By-Laws

Plan 90191

6 Grove Street
Dulwich Hill NSW 2203

- d. a document (including the by-laws) includes any amendment, addition or replacement of it;
- e. a law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- f. the word 'person' includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Authority ;
- g. a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- 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.

1.3 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.

1.4 Severability

If the whole or any part or 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.

1.5 Discretion in exercising rights

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

1.6 Partial exercise of rights

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

1.7 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.

By-Law 2 About the by-laws

2.1 Purpose of the by-laws

The by-laws regulate the day-to-day management and operation of Arlington Grove. They are an essential document for the Owners Corporation and everyone who owns or occupies an Apartment in Arlington Grove.

2.2 Who must comply with the by-laws?

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

By-Law 3 Exclusive use by-laws

By-Laws

Plan 90191

6 Grove Street
Dulwich Hill NSW 2203

3.1 Purpose of Exclusive Use By-Laws

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.

3.2 Interpreting this by-law

In this by-law 3, 'you' means an Owner who has the benefit of an Exclusive Use By-Law.

3.3 How to change an Exclusive Use By-Law

The Owners Corporation may, by special resolution:

- a. create, amend or cancel an Exclusive Use By-Law with the written consent of each Owner who benefits (or will benefit) from the Exclusive Use By-Law; and
- b. amend or cancel this by-law 3 only with the written consent of each Owner who benefits (or will benefit) from the Exclusive Use By-Law.

3.4 Occupiers may exercise rights

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

By-Law.

3.5 Regular accounts for your costs

If you are required under an Exclusive Use 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 sinking 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 that you (or someone acting on your behalf) cause to the Common Property or the property of another Owner when exercising your rights or complying with your obligations under an Exclusive Use By-Law.

3.7 Indemnities

You indemnify the Owners Corporation against all claims and liability caused by exercising your rights and complying with your obligations under any Exclusive Use By-Law.

3.8 Additional insurances

In addition to your obligations under by-law 23, you must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising your rights or performing your obligations under an Exclusive Use By-Law.

3.9 Access to exclusive use areas

Disclaimer: The information set out in this document has been reproduced and consolidated in such a way as to allow it to be easily interpreted. This document is not intended to be relied upon by any reader in dealing with any particular matter. Whilst all care has been taken in the preparation of this document, the writer and the producers accept no liability for any error, omission or misguidance.

By-Laws

Plan 90191

6 Grove Street
Dulwich Hill NSW 2203

You must give the Owners Corporation access to the exclusive use or special privilege area to allow the Owners Corporation to exercise its rights and comply with its obligations under the Management Act and the by-laws. Except in an emergency, the Owners Corporation must provide the Owner with reasonable notice before it accesses the area.

By-Law 4 **Your behaviour and responsibility for others**

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 another Lot or Common Property by another Owner or Occupier;
- b. use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors;
- c. smoke cigarettes, cigars or pipes while you are on Common Property or allow smoke from them to enter Common Property;
- d. obstruct the legal use of Common Property by any person;
- e. do anything in Arlington Grove which is illegal; or
- f. do anything which might damage the good reputation of the Owners Corporation or Arlington Grove.

4.2 Complying with the law

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

- a. your Lot;
- b. the use of your Lot; and
- c. 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.

4.3 Erecting signs

Owners of Lots and the Owners Corporation are not permitted to erect any signs in and around Arlington Grove. This includes 'For Sale' and 'For Lease' signs. However, while the Developer is an Owner, the Developer may erect and display 'For Sale' or 'For Lease' signs in or around Arlington Grove and on Common Property without consent from the Owners Corporation.

4.4 Fire control

You must:

- a. comply with laws about fire control;
- b. notify the Owners Corporation if you change a lock on the entry door to your Lot;
- c. not keep flammable materials on Common Property or in your Car Space or any Storage Space;
- d. not interfere with fire safety equipment; and
- e. not obstruct fire stairs or fire escapes.

4.5 Goods not to be stored on Common Property

By-Laws

Plan 90191

6 Grove Street
Dulwich Hill NSW 2203

At all times, Common Property must be kept clear of goods and must not be used for storage purposes (other than in designated areas or for the Building Manager's Amenities).

4.6 No parking on Common Property

You must not park or stand a vehicle on Common Property.

4.7 Visitor parking

a. Who may use the Visitor Parking

If you are an Owner or Occupier of a Lot you may allow your Visitors to park in the allocated Visitor Parking spaces provided your Visitors park there only on a casual basis.

b. Who cannot use the Visitor Parking

Owners and Occupiers must not park in the Visitor Parking.

c. Duration of parking

- i. Visitors must not park in the Visitor Parking for more than 48 hours in any 7 day period and for no more than 2 consecutive nights.
- ii. If a visitor wishes to park longer than that specified in clause 4.7(c), written consent must be obtained from the Building Manager.

d. Towing a vehicle

- i. If the by-law is breached, subject to clause 34 of the *Strata Scheme Management Regulations 2016*, tow or move the car from the common property or other owner's car space.
- ii. If a notice is issued in accordance with clause 4.7(d)(i), recover from the relevant Owner or Occupier the reasonable cost of sending the notice, and the expenses of recovering those costs.
- iii. If a vehicle is towed or moved in accordance with clause 4.7(d)(i), recover from the relevant Owner or Occupier the cost of moving the relevant vehicle, and the expenses of recovering those costs.

4.8 Carpark height restriction

You may not be able to access the carpark or your Car Spaces with any motor vehicle (including attachments such as spoilers, low profile tyres, roof racks and antennas) which exceeds the maximum height limitations of the car park.

4.9 You are responsible for others

You must:

- a. take all reasonable actions to ensure your visitors comply with the by-laws;
- b. make your Visitors leave Arlington Grove if they do not comply with the by-laws;
- c. take reasonable care about who you invite into Arlington Grove; and
- d. accompany your Visitors at all times, except when they are entering or leaving Arlington Grove.

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

4.10 Requirements if you lease or licence your Lot

If you lease or licence your Lot, you must:

- a. provide your tenant or licensee with an up-to-date copy of the by-laws;

By-Laws

Plan 90191

6 Grove Street
Dulwich Hill NSW 2203

- b. ensure that your tenant or licensee and their Visitors comply with the by-laws; and
- c. take all action available to you, including action under the lease or licence agreement, to make them comply or leave Arlington Grove.

By-Law 5

What are your obligation for your lot?

5.1 General obligations

You must:

- a. keep your Lot clean and tidy and in good repair and condition;
- b. 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);
- c. notify the Owners Corporation if you change the existing use of your Lot in a way which may affect its insurance policies or premiums. See by-law 23 for important information about increasing and paying for insurance premiums;
- d. at your expense, comply with all laws relating to your Lot and requirements of Government Agencies.

5.2 Use of an Apartment

If your Lot is an Apartment, you must use your Apartment for residential purposes only.

5.3 Obligations when cooking in an Apartment

You must keep the front door of your Apartment closed whilst cooking to prevent any odours or smoke emitted whilst cooking from entering the Common Property corridors.

5.4 Balcony of your Apartment

You must ensure in respect to your Balcony, that:

- a. that any outdoor furniture kept on your Balcony is of a high quality and finish, commensurate with the quality of Arlington Grove and is in keeping with the appearance of Arlington Grove; and
- b. kept in a good condition, maintained and does not detract from the appearance of your Apartment or Arlington Grove.
- c. you obtain the consent of the Owners Corporation to fix furniture, decorative objects, brackets, hangers, shelves, trellises or any other item to the Balcony of your Apartment;
- d. water catchment trays are installed to any pot plants and planter boxes to prevent water draining or spilling onto the Balcony or through seepage holes.
- e. any pot plants which are visible from outside Arlington Grove are well maintained and are healthy, do not exceed any weight limit nominated by the Owners Corporation and are not lightweight and prone to being displaced by wind.

5.5 Floor coverings

You must stop the transmission of noise which might unreasonably disturb another Owner or Occupier by keeping the floors in your Apartment covered or treated and obtaining the consent from the Owners Corporation to undertake any Flooring Works.

If at the date of registration of Arlington Grove, the floors in your Apartment are covered with carpet, floor boards or stone tiles, then you are responsible (at your cost) for cleaning, maintaining, repairing and where necessary, replacing those floor coverings and not the

By-Laws

Plan 90191

6 Grove Street
Dulwich Hill NSW 2203

Owners Corporation.

If you intend to carry out Flooring Works then you must comply with all obligations in these by laws in the same way as you would for Building Works.

5.6 Window treatments

You must have consent from the Owners Corporation to place solar film or similar treatments on the internal or external surfaces of glass windows and doors in your Apartment.

5.7 Window coverings

You:

- a. may install curtains, blinds, louvres, shutters or other window and door treatments on or in your Apartment provided they have an appearance from outside the Apartment which is white (white curtain linings or sheers are an acceptable method of achieving this); and
- b. must have consent from the Owners Corporation to place, install or retain curtains, blinds, louvres, shutters and window and door treatments other than those specified in by-law 5.8(a).

5.8 Shading and Screening

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

5.9 Cleaning windows

Subject to by-law 5.11, 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.

5.10 Rights of the Owners Corporation to clean windows

The Owners Corporation may resolve to clean the glass in some or all of the windows and doors in Arlington Grove. If the Owners Corporation resolves to clean glass in your Lot, you are excused from your obligations under by-law 5.10 for the period the Owners Corporation resolves to clean the glass.

5.11 Cleaning of the exterior of Arlington Grove

If the Owners Corporation arrange the cleaning of the exterior glass and surfaces of Arlington Grove you will need to follow the directions of the Building Manager during the cleaning process which may include directions about safety and not accessing your Balcony during the cleaning period.

5.12 Drying your laundry

You must not hang laundry, bedding or other articles on your Balcony or in an area of your Apartment (e.g. along windows) that is visible from outside your Apartment.

5.13 Storage

You may only use your Storage Space for the storage of household and similar goods. You must not use your Storage Space for parking a vehicle or trailer or as a habitable space. You must ensure that you store items in a manner which does not interfere with Services or restricts airflow.

5.14 Car space

If your Apartment contains a Car Space, you must not store anything in the Car Space other than a vehicle

Disclaimer: The information set out in this document has been reproduced and consolidated in such a way as to allow it to be easily interpreted. This document is not intended to be relied upon by any reader in dealing with any particular matter. Whilst all care has been taken in the preparation of this document, the writer and the producers accept no liability for any error, omission or misguidance.

By-Laws

Plan 90191

6 Grove Street
Dulwich Hill NSW 2203

(unless you obtain prior written consent of the Owners Corporation). For the avoidance of doubt, you are not permitted to store any boxes, furniture or other household items in your Car Space.

You must keep your Car Space free from any rubbish or spills (including oil or grease). If your vehicle leaks oil or grease, then you must immediately clean the affected area (including any Common Property). If you fail to clean the affected area, the Owners Corporation may clean the affected area and recover the costs from you.

5.15 Accessible (Disabled) Car space

If your Lot contains a Car Space which is designated as an accessible (disabled) car space (regardless of whether you require an accessible (disabled) Car Space or not), your Car Space may be marked with an accessible (disabled) car space symbol. The Owners Corporation shall not be obliged to repair, removed, maintain or replace any accessible (disabled) car space symbol on any accessible (disabled) Car Space which is allocated to an Apartment.

5.16 Car space locking equipment

If your Lot contains a Car Space, you may install a car space locking device to the surface of your Car Space provided:

- a. you notify the Owners Corporation of your intention to install a device and provide the specifications of the device to enable the Owners Corporation to verify the device complies with these by-laws;
- b. you receive the Owners Corporation's consent to your intended device in writing before you install the device, which the Owners Corporation shall not unreasonably withhold or delay;
- c. the device is battery operated and fabricated by a reputable manufacturer;
- d. the device operation is remote controlled so that you do not have to leave your vehicle in order to lock or unlock the device or to park or leave your Car Space;
- e. the device is affixed to the surface of your Car Space by a simple mechanism which does not affect the integrity or structure of the basement surface enabling the device to be easily removed.

5.17 Security devices, screens and doors

You must obtain consent from the Owners Corporation before you vary, change or remove any security device, security screen or security door installed in your Apartment.

5.18 Barbecues

You may store and operate a barbeque on the Balcony of your Apartment provided.

- a. it is a covered gas or electric portable barbeque;
- b. it is not a solid fuel barbeque;
- c. the barbeque does not produce smoke; and
- d. you do not allow the food to burn or emit smoke whilst cooking.

5.19 Internet and phone Infrastructure

A box containing the fibre optic infrastructure (being the equipment necessary for the provision of internet and phone services to your Apartment) is located in a cupboard in your Apartment. It is important that this box remains uncovered and well ventilated.

You should contact your preferred provider to arrange connection to the fibre optic infrastructure for internet and phone services to your Apartment and for any subsequent troubleshooting or maintenance queries.

5.20 Rights of the Owners Corporation to enter your Apartment

By-Laws

Plan 90191

6 Grove Street
Dulwich Hill NSW 2203

In addition to its rights under by-law 22, the Owners Corporation and contractors engaged by the Owners Corporation have the right to enter your Apartment to operate, inspect, test, treat, use, maintain, repair or replace Common Property or any Services. The procedures with which the Owners Corporation must comply when it exercises this right are in the Management Act.

5.21 Damage or destruction

If any part of the Common Property is partially destroyed or damaged, the Owners Corporation must as soon as reasonably practicable:

- a. obtain, at its cost, all necessary Approvals; and
- b. repair, replace and make good the whole of the destroyed or damaged part of the Common Property to no less a condition than the condition in which it was immediately before the damage or destruction.

The Owners Corporation is not responsible for repairing, replacing or making good any damage or destruction caused to an Apartment. The Owner of the Apartment is responsible for the repair, replacement and making good of their Apartment including all costs.

By-Law 6 Keeping an animal

6.1 What animals may you keep in your Apartment?

Subject to this by-law, you may keep the following in your Apartment:

- a. goldfish or other similar fish in an indoor aquarium;
- b. one domestic cat or one dog; and
- c. 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 obtain the prior consent of the Owners Corporation to keep any other animal.

6.2 Your visitors

You must not allow your Visitors to bring an animal into Arlington Grove 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.

6.3 When will the Owners Corporation refuse consent?

The Owners Corporation will not give you consent to keep:

- a. a dog that is vicious, aggressive, noisy or difficult to control;
- b. a restricted dog under section 55 of the *Companion Animals Act 1998*, being:
 - i. American Pitbull Terrier or Pitbull terrier;
 - ii. Japanese tosa;
 - iii. Dogo Argentino;
 - iv. Fila Brasileiro;
 - v. Any dog of a breed, king or description whose importation into Australia is prohibited by or under the *Customs Act 1901* of the Commonwealth; and
 - vi. Any dog declared by an authorised officer of a council, under division 6 of the *Companion Animals Act 1998*, to be a restricted dog.

By-Laws

Plan 90191

6 Grove Street
Dulwich Hill NSW 2203

- c. a dog that is not registered if that registration is mandatory under the *Companion Animals Act 1998* (NSW) or any other legislation; or
- d. a dangerous dog as defined under the *Companion Animals Act 1998* (NSW).

6.4 Controlling your animal

6.4 You must ensure that any animal you are allowed to keep under this by-law 6 does not wander into another Apartment or Common Property. If it is necessary to take your animal into Common Property (e.g. to transport it in and out of Arlington Grove), you must restrain it (e.g. by leash or pet cage) and control it at all times.

6.5 Conditions for keeping an animal

A condition which automatically applies if you keep an animal under this by-law is that the Owners Corporation has the right at any time to order you to remove your animal if;

- a. it becomes offensive, vicious, aggressive, noisy or a nuisance;
- b. you do not comply with your obligations under this by-law 6;
- c. you breach a condition made by the Owners Corporation when it gave you consent to keep the animal;
or
- d. if you keep a dog, your dog is a dangerous dog or is not registered under the *Companion Animals Act 1998* (NSW).

6.6 Other conditions

The Owners Corporation may make other conditions if it gives you consent to keep an animal according to this by-law 6.

6.7 Your responsibilities

You are responsible:

- a. 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
- b. to clean up after your animal in your Apartment and on Common Property;
- c. to ensure that your Apartment or Balcony does not emit any odours or contain vermin associated with your animal.

By-Laws

Plan 90191

6 Grove Street
Dulwich Hill NSW 2203

By-Law 7 **Moving in and furniture deliveries and removals**

7.1 General requirements

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

7.2 What are your obligations?

When you take deliveries or move furniture or goods through Arlington Grove you must:

- a. use the Service Bays;
- b. comply with the reasonable requirements of the Owners Corporation, including the requirement to pay a bond and fit an apron cover to the elevator to be used by you;
- c. repair any damage you (or the person making the delivery) cause to Common Property; and
- d. if you (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of Common Property.

7.3 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;

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

By-Law 8 **How to dispose of your garbage**

8.1 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 if your Apartment is in Kona or the Valencia you can use the Common Property garbage chute which is closest to your Apartment;
- b. in an area of your Apartment which is visible from the outside of your Apartment;
- c. in the car space or storage space of your Apartment; or
- d. in an area of the Commercial Lot which is visible from the outside of the Commercial Lot.

8.2 What are your obligations?

If your Apartment is in Kona or Valencia, you must:

- a. transport to and dispose of your household garbage in the garbage chute which is closest to your Apartment or in the Central Garbage Room;
- b. transport to and store your recyclable materials in the garbage chute which is closest to your Apartment Central Recycling Room;
- c. for bulkier or large items of garbage, which will not fit down the garbage chute, you must take your item to the Garbage Room or as directed by the Building Manager and contact the Building Manager to

By-Laws

Plan 90191

6 Grove Street
Dulwich Hill NSW 2203

- arrange removal (at your cost);
- d. drain and securely wrap your household garbage before you place it in the garbage chute or the Central Garbage Room;
- e. recycle your garbage and recyclable materials according to instructions from your Owners Corporation and Government Agencies;
- f. drain and dean bottles and other recyclable items (and ensure that they are not broken) before you place them in the receptacles in the garbage chute or the Central Recycling Room;
- g. contact the Building Manager to remove (at your cost) any articles which Council will not remove as part of its normal garbage storage and removal service.

If your Apartment is in Hamlin or Verna, you must:

- a. transport to and dispose of your household garbage to the Central Garbage Room;
- b. transport to and store your recyclable materials to the Central Recycling Room;
- c. for bulkier or large items of garbage, you must take your item to the Garbage Room or as directed by the Building Manager and contact the Building Manager to arrange removal (at your cost);
- d. drain and securely wrap your household garbage before you place them in the Central Garbage Room;
- e. recycle your garbage and recyclable materials according to instructions from your Owners Corporation and Government Agencies;
- f. drain and clean bottles and other recyclable items (and ensure that they are not broken) before you place them in the receptacles in the Central Recycling Room;
- g. contact the Building Manager to remove (at your cost) any articles which Council will not remove as part of its normal garbage storage and removal service.

8.3 Requirements for garbage chutes

If you are an Owner or an Occupier of an Apartment in Kona or Valencia, you must not:

- a. put bottles or glass in a garbage chute;
- b. put liquids in a garbage chute;
- c. put items that weigh more than 2.5 kilograms in a garbage chute;
- d. put boxes or large items in a garbage chute that might block it; or
- e. use a garbage chute between the hours of 10.00 pm and 6.00 am.

8.4 Cleaning up spills

If you spill garbage or other rubbish on Common Property or in the Central Garbage Room or in the Central Recycling Room, you must immediately remove the garbage or rubbish and clean the affected area.

8.5 Obligations of the Owners Corporation

The Owners Corporation must:

- a. provide or ensure provision of a sufficient number of garbage and recycling receptacles in the Central Garbage Room and the Central Recycling Rooms for the storage of household garbage and recyclable materials;
- b. maintain, repair and clean the garbage chutes, Central Garbage Room and the Central Recycling Rooms;
- c. maintain, repair and clean the receptacles located in the Central Garbage Room and the Central Recycling Rooms;
- d. arrange for the regular removal of garbage from the Central Garbage Room and the Central Recycling Rooms unless this service is provided by Council; and
- e. arrange for the regular removal of garbage and recyclable materials, liquids or other articles which Council will not remove as part of its normal garbage collection services (at the relevant Owner or

By-Laws

Plan 90191

6 Grove Street
Dulwich Hill NSW 2203

Occupier's cost).

By-Law 9 Stormwater system

9.1 What is the stormwater system?

Arlington Grove has a stormwater drainage, retention, bio-filtration and re-use system.

9.2 Who maintains the stormwater system?

The Owners Corporation must maintain the stormwater system.

9.3 What are your obligations?

You must not interfere with the stormwater system in anyway.

By-Laws

Plan 90191

6 Grove Street
Dulwich Hill NSW 2203

By-Law 10 **Use of the common property facilities**

10.1 Who administers the Common Property Facilities?

The Owners Corporation must administer the Common Property Facilities on behalf of all Owners and Occupiers.

10.2 What are the rules for use?

The Owners Corporation may:

- a. make Rules regarding use of the Common Property Facilities and post those Rules in or near the respective areas including but not limited to Rules which:
 - i. ensure that an adult exercising effective control accompanies children under 18 who are in your care when the children use the Recreational Facilities;
 - ii. prohibit glass (e.g. drinking glasses) or sharp objects being brought in or onto the Recreational Facilities;
 - iii. prohibit any person from doing anything that might be dangerous when using the Recreational Facilities;
 - iv. require that parties must not make noise or behave in a way that might or does interfere with the use and enjoyment of the Recreational Facilities by another Owner or Occupier;
- b. restrict and secure access to the Common Property Facilities;
- c. implement a booking or roster system for use of the Recreational Facilities;
- d. permit Owners or Occupiers to use the Recreational Facilities for functions (including a fee) to the exclusion of other Owners and Occupiers during the function;
- e. temporarily suspend access to or close the Recreational Facilities;

10.3 Can the Owners Corporation impose conditions on use?

The Owners Corporation may impose such conditions on the use of the Recreational Facilities as it determines to be reasonable.

10.4 What happens if you fail to comply with the rule of use?

Your right to use the Common Property Facilities is conditional on you complying (and ensuring your Visitors comply) with any rules or conditions of use imposed by the Owners Corporation on use of the Common Property Facilities from time to time. If you fail to comply with those rules, the Owners Corporation may suspend your right to use the Common Property Facilities (including de-activating your security key allowing you access to those areas).

By-Laws

Plan 90191

6 Grove Street
Dulwich Hill NSW 2203

By-Law 11 **Use of commercial lot**

11.1 Hours of operation for the Commercial Lot

If you are the Owner or Occupier of the Commercial Lot, you:

- a. may use your Commercial Lot for commercial and retail uses which are approved by a Government Authority under the EP & A Act and during the hours approved by Government Authorities;
- b. you must remove and dispose of all garbage and recycling in the Central Garbage Rooms and Central Recycling Rooms respectively;
- c. must not store garbage or recycling on the street;
- d. must preserve the streetscape and character of the area; and
- e. must not install roller shutters across the ground floor windows of the Commercial Lot.

11.2 Approval for use the Commercial Lot

- a. The Commercial Lot is approved for retail uses but may be used for commercial use which is approved by a Government Authority under the EP & A Act;
- b. If requested by an Owner or Occupier of the Commercial Lot, the Owners Corporation must consent to the lodgement of any application to a Government Authority (as owners corporation for the purpose of the EP & A Act) relating to any commercial or retail use, including trading hours, of the Commercial Lot.

By-Law 12 **Erecting signs in commercial lot**

12.1 Commercial Lot Signage Parameters

The Commercial Lot Signage Parameters regulates the erection of signs by the Owner and Occupier of the Commercial Lot and on Common Property.

12.2 Compliance with Commercial Lot Signage Parameters

If you are the Owner or Occupier of a Commercial Lot and you propose to place install, fit, change, remove or erect a sign:

- a. on or within the Commercial Lot (including the inside of any windows in the Commercial Lot); or
- b. on Common Property (if you are entitled to do so under an Exclusive Use By-Law, Special Privilege or otherwise with the written consent of the Owners Corporation),
- c. you must comply with the Commercial Lot Signage Parameters.

12.3 Obligations of the Owners Corporation

The Owners Corporation must consent to the lodgement of an application to a Government Authority (as owners corporation for the purpose of the EP & A Act) for the erection of a sign permitted under the Commercial Lot Signage Parameters if such consent is:

- a. required by the Government Authority ; and
- b. requested by the Owner or Occupier of the Commercial Lot.

By-Laws

Plan 90191

6 Grove Street
Dulwich Hill NSW 2203

By-Law 13 **Exclusive use of the grease trap**

13.1 Exclusive Use By-Law

- a. 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 the Commercial Lot.
- b. By-laws 3.4 (Occupiers may exercise rights) to 3.8 (Additional insurances) apply to this Exclusive Use By-Law.

13.2 Exclusive use rights

The Owner of the Commercial Lot has:

- a. exclusive use of the Grease Trap;
- b. a special privilege to connect to and use the Grease Trap; and
- c. a special privilege to make alterations to Common Property and install pipes, wires cables and ducts in Common Property necessary to connect the Commercial Lot to the Grease Trap.

13.3 Interpreting this by-law

In this Exclusive Use By-Law, 'you' means the Owner of the Commercial Lot.

13.4 What are your obligations

Subject to by-law 13.5 (Obligations of the Owners Corporation), the Owner of the Commercial Lot must, at your cost:

- a. properly maintain and repair the Grease Trap (but not structural maintenance, repairs or replacements);
- b. maintain, repair and, where necessary, replace pipes, wires, cables and ducts installed under this by-law which service the Commercial Lot (whether or not the Owner installed those items);
- c. arrange for regular pump outs of the Grease Trap;
- d. comply with the requirements of Government Agencies for grease traps; and
- e. comply with the reasonable requirements of the Owners Corporation about exercising the rights and obligations of the Owners under this by-law.

13.5 Obligations of the Owners Corporation

The Owners Corporation must make structural repairs and, where necessary to replace the Grease Trap. If the Commercial Lot is not connected to or using the Grease Trap, the Owners Corporation must:

- a. maintain, repair and, where necessary, replace the Grease Trap; and
- b. pay the costs for maintaining, repairing and replacing the Grease Trap.

By-Laws

Plan 90191

6 Grove Street
Dulwich Hill NSW 2203

By-Law 14 **Exclusive use of the kitchen exhaust**

14.1 Exclusive Use By-Law

- a. 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 the Commercial Lot.
- b. By-laws 3.4 (Occupiers may exercise rights) to 3.8 (Additional insurances) apply to this Exclusive Use By-Law.

14.2 Exclusive use rights

The Owner of the Commercial Lot has:

- a. exclusive use of the Kitchen Exhaust; and
- b. a special privilege to connect to and use the Kitchen Exhaust; and
- c. a special privilege to make alterations to common Property and install pipes, wires, cables and ducts in Common Property necessary to connect the Commercial Lot to the Kitchen Exhaust.

14.3 Interpreting this by-law

In this Exclusive Use By-Law, 'you' means the Owner of the Commercial Lot.

14.4 What are your obligations

You must, at your cost:

- a. properly maintain and repair the Kitchen Exhaust (but not structural maintenance, repairs or replacements); and
- b. maintain, repair and, where necessary, replace pipes, wires, cables and ducts installed under this Exclusive Use By-Law which service the Commercial Lot (whether or not you installed those items); and
- c. comply with the requirements of Government Agencies for retail or commercial kitchen exhausts; and
- d. comply with the reasonable requirements of the Owners Corporation about exercising your rights and obligations under this Exclusive Use By-Law.

14.5 Obligations of the Owners Corporation

The Owners Corporation must make structural repairs to and, where necessary, replace the Kitchen Exhaust.

14.6 Obligations of the Owners Corporation

The Owners Corporation must make structural repairs and, where necessary replace the Kitchen Exhaust. If the Commercial Lot is not connected to or using the Kitchen Exhaust, the Owners Corporation must:

- a. maintain, repair and, where necessary, replace the Kitchen Exhaust: and
- b. pay the costs for maintaining, repairing and replacing the Kitchen Exhaust.

By-Laws

Plan 90191

6 Grove Street
Dulwich Hill NSW 2203

By-Law 15 **Special privilege for signage purposes**

15.1 Exclusive Use By-Law

- a. 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 Owners of the Commercial Lot.
- b. By-laws 3.4 (Occupiers may exercise rights) to 3.8 (Additional insurances) apply to this Exclusive Use By-Law.

15.2 Exclusive use rights

The Owner of the Commercial Lot has, at their cost, special privilege to:

- a. erect signs permitted under the Commercial Lot Signage Parameters to those parts of the Common Property walls or within the Commercial Lot Forecourt provided that the Owner or Occupier of the Commercial Lot;
 - i. obtains all necessary approvals from Council and Government Agencies;
 - ii. complies with the Commercial Lot Signage Parameters; and
- b. make minor alterations to Common Property to enable the erection of the signs in accordance with this Exclusive Use By-Law.

15.3 Interpreting this by-law

In this Exclusive Use By-Law, 'you' means the Owner of the Commercial Lot.

15.4 What are your obligations

You must, at your cost:

- a. comply with the Commercial Lot Signage Parameters;
- b. repair any damage you caused during or as a result of the erection of a sign;
- c. clean and remove any debris caused as a result of erecting or maintaining the sign;
- d. maintain that part of Common Property where the sign is erected (excluding any structural maintenance and repairs except where that maintenance and repair is required due to the erection of or existence of the sign);
- e. use contractors approved by the Owners Corporation to maintain and repair that part of the Common Property where the sign is erected; and
- f. use, maintain and repair the sign in accordance with any requirements of Council and any Government Agencies.

15.5 Some prohibitions

You must not erect signs not permitted or provided for under the Commercial Lot Signage Parameters without the consent of the Owners Corporation and Government Agencies.

15.6 Indemnities

The Owner of the Commercial Lot indemnifies the Owners Corporation against all claims and liability caused by exercising your rights under this Exclusive Use By-Law.

By-Law 16 **Carrying out building works**

Disclaimer: The information set out in this document has been reproduced and consolidated in such a way as to allow it to be easily interpreted. This document is not intended to be relied upon by any reader in dealing with any particular matter. Whilst all care has been taken in the preparation of this document, the writer and the producers accept no liability for any error, omission or misguidance.

By-Laws

Plan 90191

6 Grove Street
Dulwich Hill NSW 2203

16.1 When do you need consent?

Subject to this by-law 16, you must have consent from the Owners Corporation to carry out Building Works.

16.2 When is consent not necessary?

You do not need consent from the Owners Corporation under this by-law 16 to:

- a. if you are the Developer, erect a 'For Sale' or 'For Lease' sign according to by-law 4.3;
- b. you are the Owner of the Commercial Lot fitting out the Commercial Lot for a use and fitout approved by a Government Authority;
- c. you are the Owner of the Commercial Lot installing Commercial Lot Air Conditioning Units or Commercial Lot Air Conditioning Services;
- d. alter or remove an Inter-Tenancy Wall according to by-law 17; or
- e. carry out Building Works which you are entitled to carry out under an Exclusive Use By-Law.

However, you must comply with by-laws 16.3 to 16.5 when you carry out the Building Works.

16.3 Procedures before you carry out Building Works

Before you carry out Building Works, you must:

- a. obtain necessary consents from any Government Agencies and provide a copy to the Owners Corporation;
- b. comply with any other reasonable requirements of the Owners Corporation including providing any reports, plans, certifications which accompanied your application to or approval from any Government Agencies or was obtained pursuant to an obligation under your approval from any Government Agencies;
- c. find out where Service lines and pipes are located;
- d. obtain consent from the Owners Corporation if you propose to interfere with or interrupt Services; and
- e. if you do not need consent of the Owners Corporation and/or any Government Agencies 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.

16.4 Procedures when you carry out Building Works

If you carry out Building Works, you must:

- a. use qualified, reputable and, where appropriate, licensed contractors acceptable to the Owners Corporation (acting reasonably);
- 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.

16.5 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 Arlington Grove for purposes associated with those Building Works;
- b. comply with the reasonable requirements of the Owners Corporation about the time and means by which you must access Arlington Grove; and

By-Laws

Plan 90191

6 Grove Street
Dulwich Hill NSW 2203

- c. ensure that contractors and any persons involved in carrying out the Building Works comply with the reasonable requirements of the Owners Corporation including as to their qualifications, insurance and about the times and means by which they must access Arlington Grove.

16.6 During Building Works

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

- a. ensure the Building Works are undertaken in such a way as to cause minimum disturbance or inconvenience to the Owners and Occupiers of other Lots in and any owner of adjoining land;
- b. repair any damage the Owner (or persons carrying out the Building Works for the Owner) cause to Common Property or the property of another Owner or Occupier;
- c. complete the Building Works within a reasonable period after commencement, subject to any extension necessitated by reasons beyond the Owner's control (such as inclement weather).

16.7 After Building Works

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

- a. provide a copy of any requisite compliance or occupation certificate for those Building Works required or issued under the EP & A Act;
- b. where any Services or Common Property structure was altered, provide a copy of the plans and certifications from suitably qualified persons relating to the as-built works affecting those Services or Common Property;

16.8 Indemnity

The Owner indemnifies the Owners Corporation against the following:

- a. any liability or expenses arising out of the Building Works, including any liability for damage as a consequence of the Building Works being carried out;
- b. any sums payable by the Owners Corporation by way of increased premiums for effecting and maintaining building damage insurance and/or public liability insurance, where the use of the relevant area of the Common Property or the Building Works is a substantial contributing factor to the increased premiums;
- c. any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the Common Property, or other property or person insofar such as injury, loss or damage arises out of, in the course of or by reason of the execution of the Building Works; and
- d. any sums payable by the Owners Corporation by way of costs or expenses of inspection or certification of the Building Works (or an increase in costs or expenses).

By-Laws

Plan 90191

6 Grove Street
Dulwich Hill NSW 2203

By-Law 17 **Inter-tenancy walls**

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

Subject to this by-law 17, you may alter or remove an Inter-Tenancy Wall if:

- a. you own the Apartments separated by the Inter-Tenancy Wall or you have the consent of the owner of the adjoining Apartment;
- b. it is not a structural wall;
- c. before you carry out the work, you provide the Owners Corporation with a certificate from a qualified structural engineer acceptable to the Owners Corporation (acting reasonably) 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
- d. you comply with the procedures in this by-law 17.

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

17.2 What consents are necessary?

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 by-law 17.1. However, you must obtain all necessary consents from Government Agencies before you alter or remove an Inter-Tenancy Wall.

17.3 What are the conditions for carrying out the work?

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

- a. carry out the work in the method certified by the structural engineer under by-law 17.1;
- b. if appropriate, comply with the Development Act and lodge any necessary building alteration plan with the Registrar-General;
- c. comply with by-laws 16.3 to 16.5; and
- d. acknowledge for yourself and future Owners of your Apartment that the Owners Corporation does not have to reinstate the Inter-Tenancy Wall.

By-Laws

Plan 90191

6 Grove Street
Dulwich Hill NSW 2203

By-Law 18 **Exclusive use of apartment air-conditioning services**

18.1 Exclusive Use By-Law

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 Apartment. By-laws 3.4 to 3.8 apply to this Exclusive Use By-Law.

18.2 Interpreting this by-law

In this Exclusive Use By-Law, 'you' means the Owner of each Apartment.

18.3 How does air-conditioning in Arlington Grove work?

Apartments in Arlington Grove are serviced by a reverse cycle multi head system of air-conditioning with individual heads to the respective areas which are connected through pipes, wires and ducts to their own condenser unit located in the Common Property plant rooms.

18.4 Exclusive use rights

The Owner of each Apartment has:

- a. exclusive use of the Apartment Air-conditioning Services which exclusively services their Apartment; and
- b. the special privilege to connect to and use the Apartment Air-conditioning Services which exclusively service their Apartment.

18.5 What are your obligations?

You must, at your cost:

- a. operate, maintain and repair, and where necessary, replace Apartment Air-conditioning Services exclusively servicing your Apartment;
- b. use contractors approved by the Owners Corporation to maintain, repair and replace Apartment Air-conditioning Services exclusively servicing your Apartment; and
- c. comply with the requirements of Government Agencies about Apartment Air-conditioning Services.

18.6 Obligations of Owners Corporation

The Owners Corporation must operate, maintain, repair and, where necessary, replace Apartment Air-conditioning Services which are not for the exclusive use of an Apartment. This will include the shared pipes, wires and ducts which service the building and connect the cooling tower and heat exchanger to the individual condenser units located in the Common Property plant rooms on each floor of Arlington Grove.

18.7 Paying for air conditioning services

You must contribute towards the costs of the Owners Corporation incurred in connection with the operation, maintenance, repair or replacement of the Apartment Air-conditioning Services under this Exclusive Use By-Law in shares proportional to the unit entitlement of your Apartment. For the avoidance of doubt, you are responsible for all electricity, water and associated running and maintenance costs for Apartment Air-conditioning Services which exclusively service your Apartment.

By-Laws

Plan 90191

6 Grove Street
Dulwich Hill NSW 2203

By-Law 19 **Exclusive use of commercial lot forecourt**

19.1 Exclusive Use By-Law

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 the Commercial Lot.
By-laws 3.4 to 3.8 apply to this Exclusive Use By-Law.

19.2 Interpreting this by-law

In this Exclusive Use By-Law, 'you' means the Owners of the Commercial Lot.

19.3 Exclusive use rights

The Owner of the Commercial Lot has exclusive use of the Commercial Lot Forecourt.

19.4 What are your cleaning obligations?

You must, at your cost, clean items within the Commercial Lot Forecourt.

19.5 What are your maintenance obligations?

You must, at your cost, maintain and where necessary repair or replace items within the Commercial Lot Forecourt to a standard acceptable to the Owners Corporation (acting reasonably) where any damage or wear and tear to those items is solely attributable to the use of those items within the Commercial Lot Forecourt by you or any occupier of the Commercial Lot.

By-Law 20 **Agreement with the building manager**

20.1 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 Arlington Grove.

The Owners Corporation may exercise its power under this by-law 20 in its capacity as an owners corporation.

20.2 Delegation of functions

Unless permitted to do so by law, the Owners Corporation cannot delegate its functions or the functions of the Executive Committee to a Building Manager.

20.3 Agreement during the Initial Period

The Owners Corporation may enter into agreements with a Building Manager during the Initial Period. If an Owners Corporation (in its own right) enters into an agreement with a Building Manager during the Initial Period, the term of the agreement must not exceed two years (or such lesser maximum term as is prescribed by law).

20.4 Agreements after the Initial Period

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

By-Laws

Plan 90191

6 Grove Street
Dulwich Hill NSW 2203

Period:

- a. the term of the agreement may be for the period determined by the Owners Corporation (acting reasonably) complying with the Management Act; and
- b. the remuneration of the Building Manager under the agreement may be the amount determined by the Owners Corporation (acting reasonably).

20.5 What provisions must be included in an agreement?

If permitted by law, 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.

20.6 Duties of the Building Manager

If permitted by law, 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;
- b. supervising cleaning and garbage removal services;
- c. supervising the repair, maintenance, renewal or replacement of Common Property;
- d. coordinating deliveries and the movement of goods, furniture and other large articles through Common Property;
- e. coordinating the carrying out of Building Works;
- f. managing the Security Key system and providing Security Keys according to the by-laws;
- g. providing services to the Owners Corporation, Owners and Occupiers;
- h. supervising employees and contractors of the Owners Corporation;
- i. supervising Arlington Grove generally;
- j. doing anything else that the Owners Corporation agrees is necessary for the operation and management of Arlington Grove; and
- k. utilising the Building Manager's Amenities in conjunction with the Building Manager's duties.

By-Laws

Plan 90191

6 Grove Street
Dulwich Hill NSW 2203

By-Law 21 Licences

21.1 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 21 only by ordinary resolution at a general meeting.

21.2 What provisions may a licence include?

Licences the Owners Corporation grants under this by-law 21 may include provisions about:

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

By-Law 22 Common property

22.1 Easements

Where some items of Common Property are burdened by easements, you and the Owners Corporation:

- a. must comply with your obligations under those easements; and
- b. must not do anything to prevent the benefited parties under those easements from exercising their rights to use Common Property under those easements.

22.2 What are your obligations?

Subject to these by-laws, you must:

- a. use Common Property equipment only for its intended purpose;
- 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 Arlington Grove on your behalf.

22.3 When will you need consent from the Owners Corporation?

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

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

By-Laws

Plan 90191

6 Grove Street
Dulwich Hill NSW 2203

By-Law 23 **Insurance premiums**

23.1 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.

23.2 Payments for increased premiums

If the Owners Corporation gives you consent under this by-law 23, 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.

By-Law 24 **Security at arlington grove**

24.1 Obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to stop intruders coming into Arlington Grove and prevent fires and other hazards.

24.2 Installation of security equipment

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 Arlington Grove.

24.3 Restricting access to Common Property

Subject to this by-law 24, 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;
- b. restrict by Security Key your access to levels in Arlington Grove where you do not own or occupy an Apartment or have access to according to an Exclusive Use By-Law;
- c. charge you a fee if you request additional or replacement Security Keys; and
- d. allow security personnel employed or contracted by the Owners to use part of Common Property to operate or monitor security at Arlington Grove.

24.4 Providing Owners and Occupiers with Security Keys

Subject to this by-law, if the Owners Corporation exercises its rights under by-law 24.3, it may provide you with a Security Key for the relevant part of Common Property.

24.5 Managing the Security Key system

The Owners Corporation has the power to:

- a. re-code Security Keys it issues for Common Property;
- b. require you to promptly return Security Keys it issues to you to the Owners Corporation to be re-coded; and
- c. charge you a fee or a bond if you require extra or replacement Security Keys.

By-Laws

Plan 90191

6 Grove Street
Dulwich Hill NSW 2203

24.6 What are your obligations?

In regards to Security Keys issued by the Owners Corporation according to this by-law 24, 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;
- b. take all reasonable steps not to lose Security Keys;
- c. immediately notify the Owners Corporation if you lose a Security Key; and
- d. return Security Keys to the Owners Corporation if you do not need them or if you are no longer an Owner or Occupier.

24.7 Closing doors

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

24.8 Procedures if you lease or licence 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 issued by the Owners Corporation to the Owners Corporation when they no longer occupy your Apartment.

24.9 Some prohibitions

You must not;

- a. copy a Security Key or give a Security Key to someone who is not an Owner or Occupier;
- b. interfere with security cameras or surveillance equipment; or
- c. do anything that might prejudice the security or safety of Arlington Grove.

24.10 Security for each Building

To ensure the highest level of security is given to each Lot Owner or Occupier of Arlington Grove each building will be secured separately where you will only have access to the building that you own or occupy.

By-Law 25 Rules

25.1 Powers of the Owners Corporation

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

25.2 Changing the Rules

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

25.3 What are your obligations?

You must comply with the Rules.

25.4 Inconsistency

If a Rule is inconsistent with the by-laws or the requirements of a Government Authority, the by-laws or

By-Laws

Plan 90191

6 Grove Street
Dulwich Hill NSW 2203

requirements of the Government Authority prevail to the extent of the inconsistency.

By-Law 26

Exclusive use of commercial lot air-conditioning services

26.1 Exclusive Use By-Law

- a. 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 the Commercial Lot.
- b. By-laws 3.4 (Occupiers may exercise rights) to 3.8 (Additional insurances) apply to this Exclusive Use By-Law.

26.2 Exclusive use rights

The Owner of the Commercial Lot has:

- a. a special privilege to make alterations to Common Property and install Commercial Lot Air-Conditioning Services as is necessary to connect the Commercial Lot to the Commercial Lot Air-Conditioning Units.
- b. exclusive use of a designated area to store the Commercial Lot Air-Conditioning Units; and a special privilege to connect to and use the Commercial Lot Air-Conditioning Services.

26.3 Interpreting this by-law

In this Exclusive Use By-Law, 'you' means the Owner of the Commercial Lot.

26.4 What are your obligations

You must, at your cost:

- a. comply with By-Law 16 before you install any Commercial Lot Air-Conditioning Units or Commercial Lot Air-Conditioning Services;
- b. comply with the requirements of Government Agencies for Commercial Lot Air-Conditioning Units and Commercial Lot Air-Conditioning Services;
- c. maintain, repair and, where necessary, replace Commercial Lot Air-Conditioning Services (whether or not you installed those services);
- d. pay for all costs and charges relating to the use and operation of the Commercial Lot Air-Conditioning Units and Commercial Lot Air-Conditioning Services; and
- e. comply with the reasonable requirements of the Owners Corporation about exercising your rights and obligations under this Exclusive Use By-Law.

26.5 Paying for air conditioning services

You must pay or reimburse the Owners Corporation for any costs incurred by the Owners Corporation in connection with the operation, maintenance, repair or replacement of the Commercial Lot Air-conditioning Services. For the avoidance of doubt, you are responsible for all electricity, water and associated running and maintenance costs for Commercial Lot Air-conditioning Services.

By-Laws

Plan 90191

6 Grove Street
Dulwich Hill NSW 2203

By-Law 27

How are consents given?

27.1 Who may give consent?

Unless a by-law states otherwise, consents under the by-laws may be given by the Owners Corporation of the Executive Committee at a meeting of the Executive Committee.

27.2 Conditions

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.

27.3 Can consent be revoked?

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

By-Law 28

Share parking spaces

28.1 Obligations of the Owners Corporation

The Owners Corporation must at all times provide the Share Parking Spaces.

28.2 Share Parking Operator

The Owners Corporation may from time to time appoint a Share Parking Operator.

28.3 Who maintains the Share Parking Spaces?

The Owners Corporation must maintain the Share Parking Spaces, including signage and line marking in a satisfactory condition.

28.4 What are your obligations?

Owners and Occupiers must not park in the Share Parking Spaces nor permit their Visitors to do so unless the Owner, Occupier or Visitor is using the vehicle designated to the Share Parking Operator.

By-Laws

Plan 90191

6 Grove Street
Dulwich Hill NSW 2203

By-Law 29 **Light rail corridor**

29.1 Obligations of the Owners Corporation

The Owners Corporation must comply with all obligations of the Owners Corporation in respect to the Light Rail Corridor and any Common Property which relates to those obligations.

29.2 Obligations of the Owners of Lots Fronting Light Rail Corridor

Each Owner of a Lot Fronting Light Rail Corridor must maintain and keep in place any wire screening on their Balcony any wire screening to prevent any objects falling or being projected from their Balcony on or near the Light Rail Corridor.

29.3 Additional obligations relating to the Light Rail Corridor

Each Owner of a Lot Fronting Light Rail Corridor and the Owners Corporation must comply with all obligations, easements, covenants and restrictions on use imposed by any Government Authority to ensure the continuation or implementation of requirements relating to the safety and protection of the Light Rail Corridor and its operations.

By-Law 30 **Failure to comply with by-laws**

30.1 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 property.

30.2 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.

30.3 Recovering money

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

By-Law 31 **Applications and complaints**

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

Annexure below

By-Laws

Plan 90191

6 Grove Street
Dulwich Hill NSW 2203

Special By-Law 1 Installation of blinds

1. Introduction

The purpose of this by-law is to permit each owner of a lot a right to carry out the installation of sun control blinds, subject to the terms of this by-law.

2. Authorisation and Conditions of Works

2.1 The owners corporation:

2.1.1 specifically authorises and grants a special privilege to the owner to carry out the Works;
and

2.1.2 grants to the owner exclusive use of such of the common property as is reasonably required to keep and use the Works.

2.2 The owner must:

2.2.1 prior to commencing any Works:

- a. give at least 14 days' notice; and
- b. provide to the owners corporation the name and licence number of each contractor used and evidence that they have appropriate insurance; and

2.2.2 pay all costs associated with the by-law, including preparation, passing and registration, within 7 days of demand from the owners corporation.

2.3 During any Works, the owner must:

2.3.1 ensure the Works are carried in a competent and proper manner, and by qualified and licensed tradesmen;

2.3.2 cause as little disruption as possible to other occupants of the strata scheme;

2.3.3 only work between the hours of 7am to 5pm Monday to Friday and 8am to 1pm on Saturday and only use noisy equipment between 10am and 3pm Monday to Saturday, and in both cases not work on Sundays or public holidays;

2.3.4 not store any items on common property; and

2.3.5 comply with any reasonable directions of the owners corporation including in relation to removal of debris, vehicular access, transportation of materials and protection of the building.

2.4 The owner must properly maintain and keep in a state of good and serviceable repair the Works, including all common property forming part of or altered by the Works.

2.5 The owner indemnifies the owners corporation in respect of any loss, damage, injury or cost, to the extent it is caused by or arising out of their Works.

2.6 The owner must at his or her cost:

2.6.1 promptly make good any damage to the common property or any other lot in the strata scheme

By-Laws

Plan 90191

6 Grove Street
Dulwich Hill NSW 2203

caused by or arising out of the Works; and

2.6.2 ensure the Works are in keeping with the external appearance, style and colour of the building

3. Owners corporation's power in the event of a breach of this by-law

If an owner breaches this by-law and fails to rectify the breach within 30 days of service of a notice of breach, then the owners corporation may:

3.1 rectify the breach;

3.2 access the owner's lot at reasonable times and on reasonable notice in order to rectify the breach; and

3.3 recover from the owner as a liquidated debt and on an indemnity basis the cost of rectifying the breach and the expenses of recovering those costs.

4. Interpretation

In this by-law:

4.1 **Act** means the *Strata Schemes Management Act 2015*;

4.2 **Documents** means specifications and plan, annexed to the by-law as "A";

4.3 **lot** means each lot in the strata scheme;

4.4 **owner** means the owner of the lot for the time being;

4.5 **Works** means the installation of sun control blinds in accordance with the Documents, unless otherwise specified by the owners corporation, including nailing and screwing;

4.6 Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act;

4.7 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable; and

4.8 If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict.

Annexure below

Special By-Law 2 Lot 164 Glass Balustrade Works

1. Introduction

The purpose of this by-law is to permit an owner to carry out the installation of glass panels on the existing masonry balustrade, subject to the terms of this by-law.

2. Authorisation and Conditions of Works

By-Laws

Plan 90191

6 Grove Street
Dulwich Hill NSW 2203

2.1 Subject to the owner complying with the terms of this by-law, the Owners corporation:

2.1.1 specifically authorises and grants a special privilege to an owner of a lot with masonry balustrade to carry out the Works; and

2.1.2 grants to the owner exclusive use of such of the common property as is reasonably required to keep and use the Works.

2.2 The owner must:

2.2.1 prior to commencing any Works:

- a. give at least 21 days' notice to the Owners Corporation.
- b. provide to the owners corporation
 1. The architectural plans for the design and construction of the glass panels;
 2. a report from a structural engineer approving the design; and
 3. the name and licence number of each contractor used and evidence that they have appropriate insurance; and
- c. receive the written consent of the Owners Corporation, which may be provided or withheld in its absolute discretion.

2.2.2 once the written consent of the owners corporation is received and prior to the works commencing, meet with the building manager to mutually agree on the program works, work health and safety, timing of updates to be provided and any other relevant matters. The building manager is to be kept informed of the progress of the works.

2.3 During any Works, the owner must:

2.3.1 ensure the Works are carried in a competent and proper manner, and by qualified and licensed contractors previously advised to the Owners Corporation in 2.2.1 (b) 3.;

2.3.2 cause as little disruption as possible to other occupants of the strata scheme;

2.3.3 only work between the hours of 7am to 5pm Monday to Friday and 8am to 1pm on Saturday and only use noisy equipment between 10am and 3pm Monday to Saturday, and in both cases not work on Sundays or public holidays;

2.3.4 not store any items on common property; and

2.3.5 comply with any reasonable directions of the owners corporation including in relation to removal of debris, vehicular access, transportation of materials and protection of the building.

2.4 The owner must properly maintain and keep in a state of good and serviceable repair the Works, including all common property forming part of or altered by the Works.

2.5 The owner indemnifies the owners corporation in respect of any loss, damage, injury or cost, to the extent it is caused by or arising out of their Works.

2.6 The owner must at his or her cost:

2.6.1 promptly make good any damage to the common property or any other lot in the strata scheme caused by or arising out of the Works; and

2.6.2 ensure the Works are in keeping with the external appearance, style and colour of the building

By-Laws

Plan 90191

6 Grove Street
Dulwich Hill NSW 2203

3. Owners corporation's power in the event of a breach of this by-law

If an owner breaches this by-law and fails to rectify the breach within 30 days of service of a notice of breach, then the owners corporation may:

- 3.1 rectify the breach;
- 3.2 access the owner's lot at reasonable times and on reasonable notice in order to rectify the breach; and
- 3.3 recover from the owner as a liquidated debt and on an indemnity basis the cost of rectifying the breach and the expenses of recovering those costs.

4. Interpretation

In this by-law:

- 4.1 **Act** means the *Strata Schemes Management Act 2015*;
- 4.2 **lot** means each lot in the strata scheme;
- 4.3 **owner** means the owner of the lot for the time being;
- 4.4 **Works** means the installation of glass panels in accordance with the plans approved by the Owners Corporation, unless otherwise specified by the owners corporation, including nay drilling and screwing;
- 4.5 Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act;
- 4.6 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable; and
- 4.7 If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict.

Special By-Law 1 Annexure

HC 65 95

EXTERNAL MANUAL ROLLER SYSTEMS

CRANK OPERATED ROLLER BLIND SYSTEMS

Designed to control the entry of natural light, heat and solar energy from the outside, external screens allow you to extend outdoor living areas while maximising the advantages of glass. The Helioscreen crank operated external blind system is suitable for small to medium sized external blinds in both commercial and domestic applications. The system offers a discrete square headbox and a choice of powder coated side channels or stainless steel cables. A weighted base bar ensures ideal presentation of the fabric at all times. Helioscreen external systems will reduce the sun's heat by up to 90% and come with a 3 year warranty.

SYSTEM SPECIFICATIONS

MINIMUM WIDTH	600mm
MAXIMUM WIDTH	3000mm
MAXIMUM DROP	3200mm
GEAR RATIO	19

TECHNICAL INFORMATION

HEAD BOX

- Head box projection 95mm
- 95mm three piece extruded slotted aluminium head box
- Custom powder coated/ anodised

CONTROL END

- Sprocket guard acetal
- Other parts mineral filled nylon or nylon 6
- Stainless Steel chain

CONTROL END

- Manual crank operated
- Crank handle can be fixed or detachable

TUBE

- 100% extruded aluminium
- 65mm outside diameter
- 2mm wall thickness

IDLE END

- Nylon 6 construction

GUIDING SYSTEM

- 20mm x 26mm external side channels
- Stainless steel cables with face or bottom fix brackets

BASE BAR

- Teardrop base bar 22 / 37 mm
- 18mm x 35mm extruded aluminium base bar
- Custom powder coating

HC 65 95

EXTERNAL MANUAL ROLLER SYSTEMS

CRANK OPERATED ROLLER BLIND SYSTEMS

Designed to control the entry of natural light, heat and solar energy from the outside, external screens allow you to extend outdoor living areas while maximising the advantages of glass. The Helioscreen crank operated external blind system is suitable for small to medium sized external blinds in both commercial and domestic applications. The system offers a discrete square headbox and a choice of powder coated side channels or stainless steel cables. A weighted base bar ensures ideal presentation of the fabric at all times. Helioscreen external systems will reduce the suns heat by up to 90% and come with a 3 year warranty.

SYSTEM SPECIFICATIONS

MINIMUM WIDTH	600mm
MAXIMUM WIDTH	3000mm
MAXIMUM DROP	3200mm
GEAR RATIO	1.9

TECHNICAL INFORMATION

HEAD BOX

- Head box projection 95mm
- 95mm three piece extruded slotted aluminium head box
- Custom powder coated/ anodised

CONTROL END

- Sprocket guard acetal
- Other parts mineral filled nylon or nylon 6
- Stainless Steel chain

CONTROL END

- Manual crank operated
- Crank handle can be fixed or detachable

TUBE

- 100% extruded aluminium
- 65mm outside diameter
- 2mm wall thickness

IDLE END

- Nylon 6 construction

GUIDING SYSTEM

- 20mm x 26mm external side channels
- Stainless steel cables with face or bottom fix brackets

BASE BAR

- Teardrop base bar 22 / 37 mm
- 18mm x 35mm extruded aluminium base bar
- Custom powder coating

6 Grove Street, Dulwich Hill NSW 2203

External Motorised Roller Blind System

Supplier: Ozsun Shade Systems

Supplier Address: 3/24-26 Burrows Road St Peters NSW 2034. 02 9557 2251.

HM 80 00 STAINLESS EXTERNAL MOTORISED ROLLER BLIND SYSTEMS

APPLICATION HM 80 110

Designed to control the entry of natural light, heat and solar energy from the outside, external screens allow you to extend outdoor living areas while maximising the advantages of glass. This stylish motorised external roller system is ideal for large sized blinds in a commercial or domestic application. The HM 80 00 STAINLESS is motorised for maximum ease of use and offers a choice of powder coated side channels or stainless-steel guide cables. A weighted base bar ensures ideal presentation of the fabric at all times. Helioscreen external systems will reduce the sun's heat by up to 90% and come with a 5-year warranty.

SYSTEM SPECIFICATIONS HM 80 110 MINIMUM WIDTH: 800mm

MAXIMUM WIDTH: 3800mm

MAXIMUM DROP: 3600mm

HM 80 110 BRACKETS

- 100 x 52.5mm fixing plate, 116.5mm Projection. Polished Stainless Steel
- Stainless Steel plate and pin at Idler end. TUBE
- Galvanised Steel
- 80mm diameter
- 2mm wall thickness

GUIDING SYSTEM OPTIONS

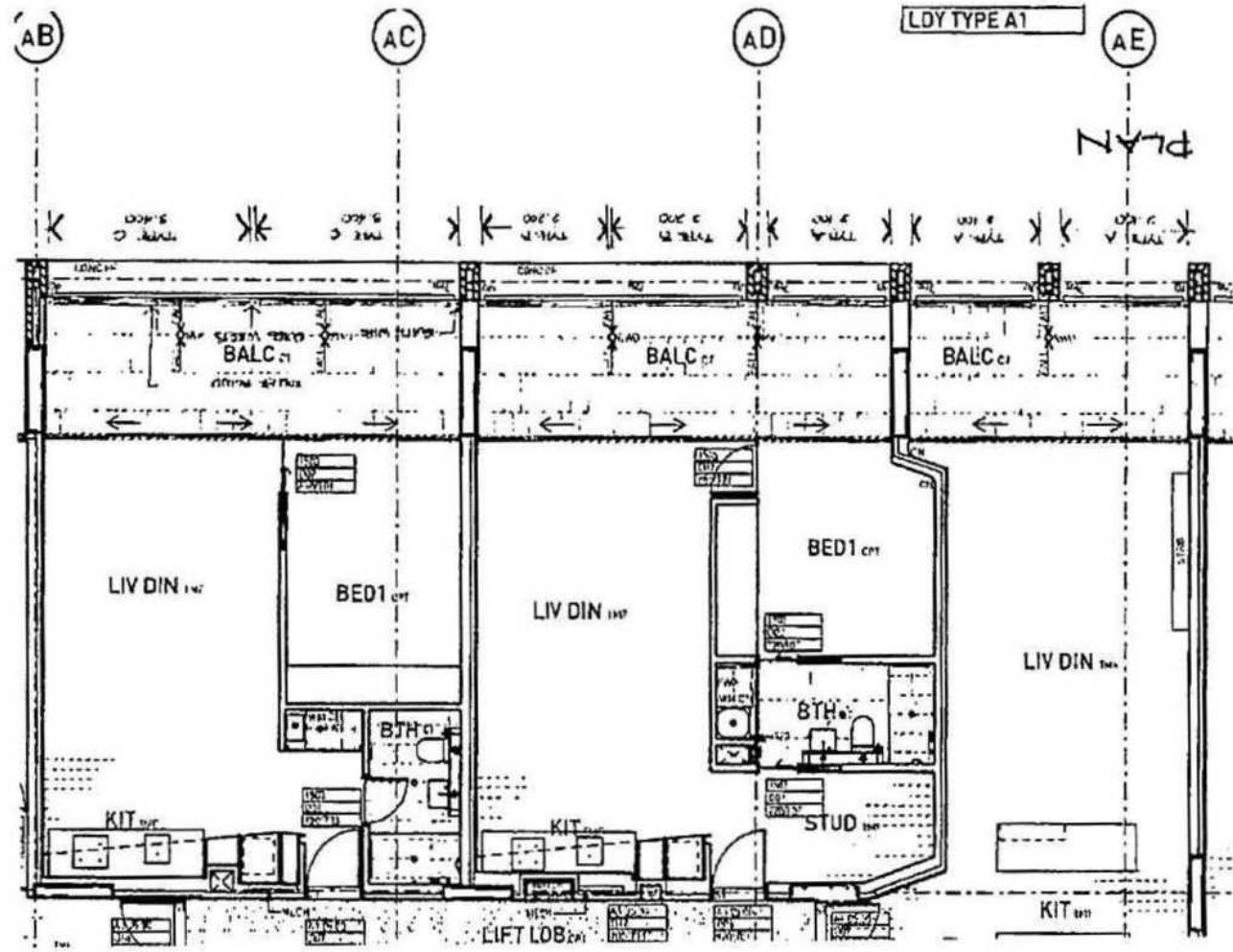
- 316 Marine Grade Stainless steel cables
- Cable fixings: wall fix, timber deck fix, or masonry bottom fix
- Rectangular channels 20 x 26mm BASE BAR
- Lead weighted 18mm x 35mm extruded aluminium base bar Helio style
- Lead weighted Teardrop base bar 22 x 37 mm
- Clear anodised or custom powder-coated finish

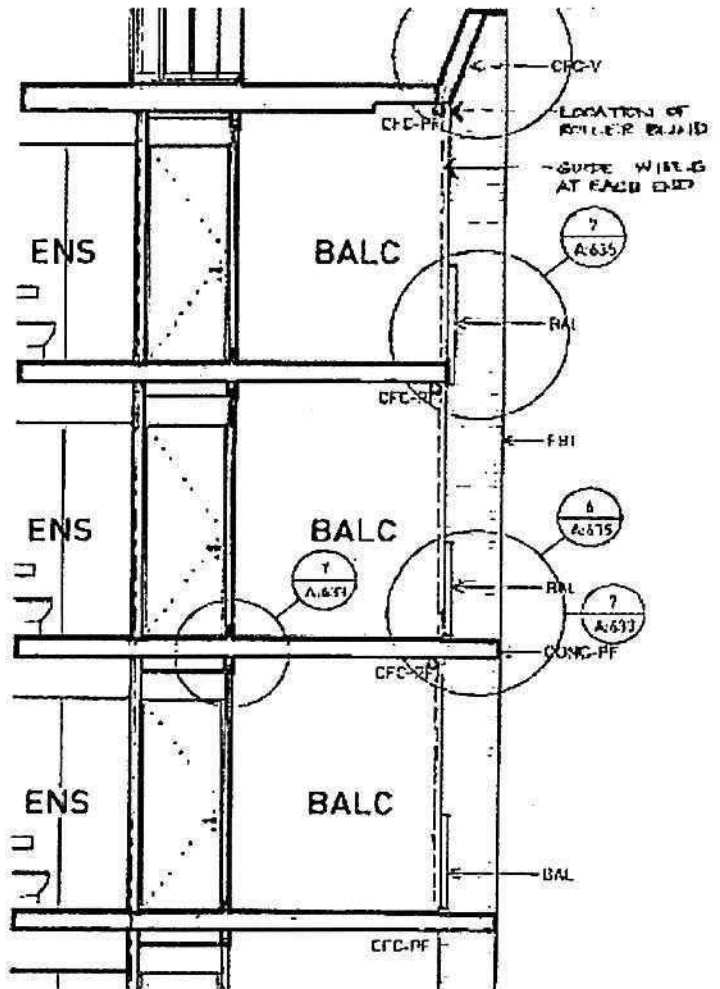
CONTROL

- Crank operation / 2.4 m Handle

FABRIC: SERGE 108118 GREY-BLACK

POWDERCOATING: DULUX DULLARROY "TERRAIN" 2608232.





SECTION

Executed by The Owners – Strata Plan No.90191 in accordance with section 273 of the *Strata Schemes Management Act 2015*.

[Signature]
 Signature of Committee Member/Strata Manager

WENNA WU
 Name of Committee Member/Strata Manager

 Signature of 2nd Committee Member

 Name of 2nd Committee Member



Common Seal

Our Ref: JNL:AEN:103216



18 October 2018

Owners Corporation SP90191
c/ Strata Republic
Suite 704, Level 7
70 Pitt Street
Sydney NSW 2000

Attention: Livia DiBella

Hand Delivery

t 02 8272 7100
f 02 8272 7199

Bridges Lawyers Pty Ltd
ACN 160 506 114
Level 2, 50 Margaret Street
Sydney NSW 2000

PO Box R1115
Royal Exchange
NSW 1225

DX 10130 Sydney
Stock Exchange

www.bridgeslawyers.com.au

Dear Livia

Property: Arlington Grove, 6 Grove Street, Dulwich Hill
Strata Plan: 90191

We refer to the above matter and now **enclose** certificate of title CP/SP90191 for your safekeeping.

Yours faithfully

A handwritten signature in black ink, appearing to read "Jane Lucas".

Jane Lucas
Project Lawyer

Arlington Grove project contacts
direct
email

Amy Nicholls or Cathy Krimmer
61 2 8272 7127
arlington@bridgeslawyers.com.au

By-Law 31 Annexure

Annexure A – Plan of Exclusive Use Area/s

