

Museum Towers

267 Castlereagh Street, Sydney NSW 2000



By-Laws

(last amendment made: 2011)

STATUTORY BY-LAWS

1. NOISE
2. VEHICLES
3. OBSTRUCTION OF COMMON PROPERTY
4. DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY
5. DAMAGE TO COMMON PROPERTY
6. BEHAVIOUR OF OWNERS AND OCCUPIERS
7. CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING
8. BEHAVIOUR OF INVITEES
9. DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY
10. DRYING OF LAUNDRY ITEMS
11. CLEANING DOORS AND WINDOWS
12. STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIAL
13. MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY
14. FLOOR COVERINGS
15. GARBAGE DISPOSAL
16. KEEPING OF ANIMALS
17. APPEARANCE OF LOT
18. NOTICE-BOARD
19. CHANGE IN USE OF LOT TO BE NOTIFIED

BY-LAWS OF THE OWNERS CORPORATION

- BY-LAW NO. (I)
- BY-LAW NO. (II)
- SPECIAL BY-LAW 1
- SPECIAL BY-LAW 2
- SPECIAL BY-LAW 3
- SPECIAL BY-LAW 4
- SPECIAL BY-LAW 5
- SPECIAL BY-LAW 6
- SPECIAL BY-LAW 7 – BUILDING WORKS
- SPECIAL BY-LAW 8 – BUILDING WORKS
- SPECIAL BY-LAW 9 – LEVY CONTRIBUTIONS
- SPECIAL BY-LAW 10 – COMPLIANCE WITH USE AND OCCUPANCY
- SPECIAL BY-LAW 11 – BUILDING SECURITY
- SPECIAL BY-LAW 12 – WORKS BY LOT 132
- SPECIAL BY-LAW 13 – WORK BY LOT 115
- SPECIAL BY-LAW 14 – SECURITY OF BUILDING
- SPECIAL BY-LAW 15 – SECURITY OF BUILDING
- SPECIAL BY-LAW 16 – NO SMOKING
- SPECIAL BY-LAW 17 – FLOOR COVERINGS

Statutory By-laws

The following by-laws are those contained in Schedule 1 of the Strata Schemes Management Act 1996 No 138. These by-laws may be changed by amendment, addition or repeal.

1. Noise

An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

2. Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the owners corporation.

3. Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

4. Damage to lawns and plants on common property

An owner or occupier of a lot must not:

1. damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
2. use for his or her own purposes as a garden any portion of the common property.

5. Damage to common property

1. An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.
2. An approval given by the owners corporation under subclause (1) cannot authorize any additions to the common property.
3. This by-law does not prevent an owner or a person authorized by an owner from installing:
 - a) any locking or other safety device for protection of the owner's lot against intruder, or
 - b) any screen or other device to prevent entry of animals or insects on the lot, or
 - c) any structure or device to prevent harm to children.
4. Any such locking or safety device, screen or other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
5. Despite section 62 (*duties of an owners corporation to maintain and repair property*), the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot.

6. Behaviour of owners and occupiers

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

7. Children playing on common property in building

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

8. Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

Museum Towers By-laws (as at 8 November 2006) compiled by the 2006-07 Executive Committee
Page 2 of 11

9. Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

10. Drying of laundry items

An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

11. Cleaning doors and windows

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

12. Storage of inflammable liquids and other substances and materials

1. An owner or occupier of a lot must not, except with the approval in writing from the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
2. This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank or a motor vehicle or internal combustion engine.

13. Moving furniture and other objects on or through common property

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange its nominee to be present at the time when the owner or occupier does so.

14. Floor coverings

1. An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
2. This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

15. Garbage disposal

An owner or occupier of a lot:

1. must maintain within the lot, or on such part of the common property as may be authorized by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
2. must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and

3. for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at such a time not more than 12 hours before the time at which garbage is normally collected, and
4. when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a),
5. must not place any thing in the receptacle of the owner or occupier of another lot except with the permission of that owner or occupier, and
6. must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

16. Keeping of animals

1. Subject to section 49(4) (*cannot prevent keeping of guide dog*), an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or common property.
2. The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

17. Appearance of lot

1. The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
2. This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in By-law 10.

18. Notice-board

An owners corporation must cause a notice-board to be affixed to some part of the common property.

19. Change in use of lot to be notified

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

By-laws of the owners corporation

To be valid these by-laws need to be registered by the Registrar-General on the Registrar-General's copy of the common property certificate of title.

The following two by-laws appear to have been registered as part of the creation of Strata Plan 40414 (Museum Towers):

By-law No. (I)

Notwithstanding the provisions of any other by-law the proprietor for the time being of Lot 121 shall have and be entitled to the right of exclusive use and enjoyment of those parts of the common property as are hatched on the plan annexed hereto marked (I) subject to the condition that such proprietor shall be directly responsible for the proper maintenance and keeping in a state of good and serviceable repair of such parts of the common property. (*NB this refers to all visitor parking spaces*).

To the extent not prohibited by the Strata Titles Act 1973, this by-law shall, while it remains in force, inure as appurtenant to, and continue to operate for the benefit of, Lot 121 and the proprietor or proprietors thereof for the time being and all persons duly authorized by

Museum Towers By-laws (as at 8 November 2006) compiled by the 2006-07 Executive Committee
Page 4 of 11

them or any of them from time to time and is binding upon the proprietor or proprietors for time being of each such lot.

By-law No. (ii)

The proprietors of the lots shall retain the services of a security guard upon the common property 24 hours per day seven (7) days per week and sufficient monies shall be allocated in each years budget to cover the cost of the services.

The following additional by-laws have been registered for Strata Plan 40414 (Museum Towers):

Special by-law 1

On the following conditions, the proprietor for the time being of Lot 132 ("the proprietor") shall have a right to exclusive use and enjoyment of the common property of the common property area adjacent to the lot and identified by the designation "A" in the plan forming Exhibit "1" to the minutes of meeting at which this by-law is made ("the area").. *(NB Strata Associates did not provide a copy of this plan with the by-law).*

1. Subject to condition (2) and any amendment of the by-laws from time to time, the Body Corporate shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the area.
2. The proprietors shall keep the area in a clean and tidy condition.
3. Should Bill Capitanellis cease to be the proprietor of Lot 132, then the right of exclusive use and enjoyment granted pursuant to this by-law shall terminate.
4. The proprietor shall pay all costs, including legal costs, incurred in or about the making and registration of this by-law.

Special by-law 2

On the following conditions, the proprietor for the time being of each lot ("the proprietor") shall have a special privilege in respect of the common property to enclose the car space forming part of his lot ("the works").

1. The Body Corporate shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property, subject to any amendment of the by-laws from time to time.
2. The proprietor shall obtain approval of the Council of the Body Corporate in writing to the design and appearance of the enclosure and the materials to be used in the construction of the enclosure.
3. The proprietor shall maintain in a state of good and serviceable repair the enclosure and shall replace it or any part of it whenever necessary.
4. The proprietor shall keep indemnified the Body Corporate against all claims, costs, damages and expenses which may be incurred by or brought against the Body Corporate and arising out of the construction, existence and use of the enclosure.
5. All areas of common property adjacent to the works or used for or in relation to the works shall be kept by the proprietor in a clean and tidy state when the works are being done.

6. The proprietor shall repair any damage to the common property caused in the course of the works or in the performance of any obligations under this by-law.
7. the work shall be done in a proper and tradesman like manner and by duly licensed contractors.

Special by-law 3

Except with the consent of a representative of the Body Corporate authorized for the purpose of this by-law, the proprietor or occupier of a lot shall not permit the parking by his invitees of more than one motor vehicle within the visitor's parking spaces at any time.

Special by-law 4

Subject to the conditions set forth below, the proprietor for the time being of Lot 130 and Lot 131 shall be entitled to a right of exclusive use and enjoyment of that part of the common property that is identified by hatching on the plan forming Exhibit 1 to the minutes of meeting at which this by-law is made ("the area"). . (NB Strata Associates did not provide a copy of this plan with the by-law).

1. Subject to any amendments to these by-laws from time to time, the proprietor shall be responsible for the proper maintenance and upkeep of the area, in a state of good and serviceable repair. Without limiting the generality of the expression, this includes maintenance of the carpets, light fittings doors and windows.
2. The proprietor shall keep the area in a clean and tidy condition.
3. The area shall be used only as an office foyer, waiting room and reception.
4. no alteration or improvement shall be made to any part of the area without the express approval of the Body Corporate.
5. This exclusive use by-law shall cease if Lot 130 and Lot 131 are at any time hereafter in separate ownership.
6. The Body Corporate, its servants, agents and contractors shall have access to the area for any proper purpose of the Body Corporate at all reasonable times with notice to the proprietor or occupant for the time being of Lots 130 and 131 (save in the case of emergency or for purpose of servicing the lifts, air-conditioning plant or other common service, access may be enjoyed without need for notice. The proprietor shall at all times provide the Managing Agent with any key, slide or like device necessary to ensure access in accordance with this condition.

Special by-law 5

A proprietor or occupier of a lot shall not, and shall take all reasonable steps to ensure that his invitees do not throw or drop from the building any rubbish, material or item of whatsoever nature.

Special by-law 6

In addition to the powers and duties conferred by the Strata Titles Act 1973 and the By- laws, the Body Corporate shall have the power to build a wall on or near the southern boundary and a small section of the western boundary of Lot 132 and a duty to maintain the wall.

Special by-laws 4, 5 and 6 were duly passed by resolution on 5th September, 1994.

Museum Towers By-laws (as at 8 November 2006) compiled by the 2006-07 Executive Committee
Page 6 of 11

Special by-law 7 – Building Works

- i. The provision of Special Condition 36 shall not merge on completion.

- ii. Within six months of receipt of Building Approval from Sydney City Council (for which the purchaser must apply within one month of completion), the purchaser must complete construction with Lot 133 of the building in accordance with drawings presented to the Executive Committee of vendor by the purchase at a meeting on 10 August 1997, except that:
 - a) The building must have a concrete roof;
 - b) The roof must be covered with Astroturf or other substance or material that may reasonably be required by the vendor;
- iii. the purchase consents (for the purposes of Section 52 of the Strata Schemes Management Act 1996) and will vote at any general meeting of the vendor in favour of the making of a by-law in or substantially in the following terms:-

On the following conditions, the owner for the time being of Lot 133 ("the owner") shall have a special privilege in respect of the common property to construct within Lot 133 at the rear of Level 5 of the building (and for this purpose to affix to the common property floor to Lot 133) a building as described in Special Condition 36.ii. of the Contract of Sale of the Owners Corporation's interest in Lot 133 to the owner (*or other description to be agreed*).

Conditions:

1. Before commencing the construction, the owner must furnish the Owners Corporation with copies of all requisite consents and approvals by Sydney City Council of the construction, including all conditions of consent, drawings, specifications and notes.
2. Subject to any amendment of the by-laws from time to time and to any resolution of the Owners Corporation under Section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
3. The owner must maintain the structure and roof covering in a state of good and serviceable repair, and must renew or replace them whenever necessary.
4. The owner must indemnify the Owners Corporation against any liability or expense which would not have been incurred if the construction had not been undertaken, including any increase in the insurance premium or excess payable by the Owners Corporation and attributable to the construction or use of the building.
5. The owner must pay any costs incurred by the Owners Corporation in or about the making and registration of this by-law.

Museum Towers By-laws (as at 8 November 2006) compiled by the 2006-07 Executive Committee
Page 7 of 11

Special by-law 8 – Building Works

On the conditions set out in this by-law, the owner for the time being of Lot 133, 134 and 135 ("the owner") shall have special privilege in respect of the common property to undertake and maintain the following alterations and additions:

Installation of new office dividing walls and doors, adjustment of existing mechanical ventilation ducts and electrical fittings, installation of new fixtures and fittings, wall and floor finishes, removal of all redundant fittings and fixtures and removal of some existing partition walls so as to modify the existing commercial office space and the common property located on levels 5 and 6 into 15 strata offices as shown in the drawings which form an exhibit to the minutes of meeting at which this by-law is made.

The undertaking of these alterations and additions is referred to in the by-law as "the works".

Conditions: The Works

1. Before commencing the works, the owner must:

- i. provide the Owners Corporation with a copy of any requisite approval of the local Council, including all drawings, specifications, conditions and notes;
- ii. provide the Owners Corporation with a copy of any requisite construction certificate for the works, under Part 4A of the Environmental Planning & Assessment Act 1979;
- iii. effect all such insurances as may be required by law including public liability insurance for a sum not less than \$10 million. Such insurances will be maintained for the duration of the carrying out of the works. When requested by the Owner Corporation, the owner shall provide the Owner Corporation with a certificate of currency of the insurances effected under this by-law;
- iv. a certification by a structural engineer in favour of the Owners Corporation that the works will not affect the structural integrity of the building or any part of it and that the existing concrete floor and walls are adequate to support the proposed works; and
- v. together with Building Management and Executive Committee agree a protocol under which the works are to be undertaken

2. In undertaking the works, the owner must by himself, his agents, servants and contractors:-

- i. use high standard quality and appropriate materials, in a proper and skillful manner;
- ii. comply with all conditions and requirements of the local Council;
- iii. comply with the Building Code of Australia and all pertinent Australian Standards;

Museum Towers By-laws (as at 8 November 2006) compiled by the 2006-07 Executive Committee
Page 8 of 11

- i. not all the obstruction, for example by building materials, debris, tools, machines or motor vehicles, of reasonable use of the common areas of the strata scheme;
- ii. must have access over the common property barbecue area located on level 6 to enable access to a proposed man/material hoist;
- iii. comply with any reasonable requirement of the Owners Corporation concerning the means of entering and leaving the building for tradespeople, building materials, tools and debris;
- iv. comply with any requirement of the Owners Corporation concerning storage of materials and debris;
- v. carry out the works between 7am and 5pm on Monday to Saturday (inclusive), excluding public holidays; and
- vi. use reasonable endeavours to complete within 6 months of commencement of the works

3. The owner may make any changes to the plans and specifications for the works as approved in this by-law including the number of proposed strata office suites (lots) to a maximum of 15 without the prior written consent of the Owners Corporation provided always that the Owners Corporation's prior written consent must be obtained if the changes are to alter the common property or of a structural nature.

After the Works

4. After completion of the works, the owner must give the Owners Corporation a copy of any requisite occupation certificate for the works.

Damage

5. The owner must repair promptly any damage caused or contributed to by:
- i. the works; or
 - ii. use, maintenance, repair, renewal, replacement or removal of the improvements installed in the course of the works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another lot in the strata scheme but only to the extent caused or contributed to by the owner, his agents, servants and contractors.

Indemnity

6. The owner must indemnify the Owners Corporation against any liability or expense arising out of:
- i. the works; or
 - ii. use, maintenance, repair, renewal, replacement or removal of the improvements installed in the course of the works,

Museum Towers By-laws (as at 8 November 2006) compiled by the 2006-07 Executive Committee
Page 9 of 11

but only to the extent caused or contributed to by the owner, his agents, servants and contractors.

Insurance

7. The owner must apply the proceeds of a claim in respect of insurance referred to in condition 1.iii) to the repair or completion of the works, or to reimbursement for their prior or completion.

Notices

8. The owner at his own expense must comply with any notice or requirement, relating to the works or improvements installed in the course of the works, of the local Council or other statutory authority, Tribunal or Court.

Costs

1. The owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making, registration and enforcement of this by-law, including (without limitation) consultant's fees.
2. The owner will undertake to upgrade any infrastructure to essential services including air-conditioning, fire protection, power, communications, intercoms and letterboxes and such upgrades will be certified by an independent certifier appointed by the owner after consultation with Helen De Mamiel, Cheyne Wright, Mary Kernaghan, Piri Sadler and Andrew Wan.

Special by-law 9 – Levy Contributions

1. Subject to the terms of this special by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation shall continue to be responsible for the proper maintenance of the common property and keeping the common property in a state of good and serviceable repair.
2. The owners of Lot 133, 134 and 135 or any subsequent owners of the 15 strata lots of former Lots 133, 134 and 135 shall contribute an extra total amount of 3% ("Extra Contribution") to the total strata levy to cover additional cleaning and maintenance costs attributable to the alteration of the common property effected pursuant to this special by-law. The Extra Contribution is the total percentage of the following:
 - a) Extra cleaning and general maintenance costs – 2%
 - b) Extra Sinking Fund – 1%

The owners of Lot 133, 134 and 135 or any subsequent owners of the 15 strata lots of former Lots 133, 134 and 135 shall contribute to the Extra Contribution in accordance with their unit entitlements as if the total of their respective unit entitlements is equal to 100 per cent.

Museum Towers By-laws (as at 8 November 2006) compiled by the 2006-07 Executive Committee
Page 10 of 11

3. The owner of Lot 133 or any subsequent owners of the new strata lots of former Lot 133 shall be bound by special by-law 7 relating to (former) Lot 133.
4. The owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making and registration of this by-law.

Special by-laws 7, 8 and 9 were duly passed by resolution on 22nd May, 2006.

Special by-law 10 - Compliance with Use & Occupancy

Compliance with Use and Occupancy

Notwithstanding anything contained in the by-laws applicable to the scheme, all Owners and occupiers are subject to the restrictions of Part 3 of this by-law.

Part 1.2

This By-Law to Prevail

If there is any inconsistency between any by-laws applicable to the scheme, and this by law, then the provisions of this by-law shall prevail to the extent of that inconsistency.

Part 2

Definitions and Interpretations

2.1 In this by-law, unless the context otherwise requires:

- (a) "**Approved Tenancy**" means a tenancy which provides accommodation that is not or is not analogous to accommodation or shelter that is or may be available:
 - i. to short-term tourists or backpackers; or
 - ii. in hotels or hostels.
- (b) "**Authority**" means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including City of Sydney Council.
- (c) "Bedroom" means a bona fide bedroom and does not include balconies, enclosed balconies (also known as a study or sunroom), lounge and dining (living) areas, kitchen, laundry and/or bathrooms.
- (d) "**Building**" means the building known as "Museum Towers" located at 267-277 Castlereagh Street, Sydney.
- (e) "Lot" means any lot in strata plan 40414.
- (f) "**Owner**" means the owner of the Lot.
- (g) "**Owners Corporation**" means the owners corporation created by the registration of strata plan registration number 40414.

2.2 in this by-law, unless the context otherwise requires:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act, 1996; and

(d) references to legislation include references to amending and replacing legislation.

Part 3

By-Law for Compliance with Use & Occupancy

3.1 The Owners or occupier of a Lot must ensure that the Lot is not used for any purpose that is prohibited by law or this by-law.

3.2 The Owners or occupiers of a Lot used for residential purposes must ensure that the Lot is not occupied by more persons than are allowed by law to occupy the Lot.

3.3 For the avoidance of doubt the Owners or occupiers of a Lot shall ensure that:

(a) no more than the maximum number of 2 persons per Bedroom occupy the Lot;

(b) the layout of the bedrooms is not modified or beds arranged in such a way so as to attempt to exceed the maximum permissible occupancy;

(c) no advertising or organising for short term accommodation or share accommodation in the Lot will be made; and

(d) where the Owner is not the occupant of its Lot, occupation is given solely to tenants or other lawful occupants for an Approved Tenancy.

3.4 Notwithstanding this Part 3, the Owners Corporation cannot place further restrictions on the use of Lots otherwise than as contemplated in any town planning instruments, order or restriction of any Authority or any other legislative requirement.

3.5 This by-law complies with the Council's Standard Conditions of Development Consent which were revised on 18 September 2006 pursuant to the Environmental Planning and Assessment Act 1979.

3.6 If an Owner or occupier defaults in any way with the terms of this by-law the Owners Corporation may demand that any number of persons residing in a Lot in excess of the occupancy restriction contained in this by-law vacate the premises.

Special by-law 11 - Building Security

Part 1

Grant of Right - Building Security

1.1 The Owners Corporation shall have the following additional powers, authorities, duties and functions:

(a) the power to allocate Security Cards to Owners and occupiers.

(b) the power and function to regulate the use of the Security Cards; and

(c) the power and function to regulate the general security of the Building.

1.2 The purpose of this by-law is to allocate and regulate the use of Security Cards used by Owners and occupiers in the strata scheme and to regulate the general security of the Building subject to Part 3 of this by-law.

Part 2

Definitions and Interpretations

2.1 In this by-law, unless the context otherwise requires or permits:

(a) **Bond** means the amount of:

i. \$100.00 for Owners;

ii. \$250.00 for occupiers; or

iii. any other amount determined by the Owners Corporation (or executive committee) from time to time.

(b) **Building** means the building known as "Museum Towers" located at 267-277 Castlereagh Street, Sydney.

(c) **Lot** means any lot in Strata Plan 40414.

(d) **Owner** means the owner or occupier of the Lot.

(e) **Owners Corporation** means the owners corporation created by the registration of Strata Plan registration no.40414.

(f) **Security Card** means the security swipe card used with the common property security system to access:

i. the Building and common property (where accessible),

ii. the lifts,

iii. the floor level on which an Owner or occupier's Lot or car space is situated; and

iv. the level 8 recreational facilities.

(g) Strata Scheme means the scheme relating to Strata Plan 40414.

2.2 In this by-law, unless the context otherwise requires, a word which denotes:

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 1996; and

(d) references to legislation includes references to amending and replacing legislation.

Part 3 Conditions

Security Cards

3.1 The Owners Corporation (rather than any Owner) must properly maintain, purchase and provide Security Cards in compliance with the conditions in this by-law. For the avoidance of doubt the Security Cards are to be personal property of the Owners Corporation.

3.2 The Owners Corporation must if and when reasonably required renew or replace any Security Card that is damaged as a result of normal wear and tear.

3.3 The Owners Corporation must do all other things reasonably required of it to ensure the efficient operation and use of Security Cards for the benefit of Owners and occupiers in the Strata Scheme.

Distribution of Security Cards

3.4 The Owners Corporation shall allocate Security Cards, use Security Cards and deal with costs associated with Security Cards as follows:

- (a) The Owners Corporation (or executive committee) must consider every application or re-application for a Security Card as soon as practicable after the application has been made;
- (b) The Owners Corporation will only issue a Security Card to occupiers who can provide evidence of their tenancy in the form of a Residential Tenancy Agreement or written notice of the occupier's residency provided by the Owner of the Lot in which they reside;
- (c) The Owners Corporation must provide at least one Security Card to the Owner or occupier of each Lot;
- (d) Notwithstanding clause 3.4(c) the Owners Corporation (or executive committee) may limit the number of Security Cards issued to an Owner or occupier at any one time;
- (e) An Owner who is not an occupier shall be entitled to only one Security Card;
- (f) In determining an application under clause 3.4 the Owners Corporation must act reasonably in the circumstances and for the avoidance of doubt seeking clarification or additional documentation does not amount to unreasonable refusal of an application for Owners Corporation consent;
- (g) Place any Bond in the funds of the Owners Corporation and reimburse the amount to the Owner or occupier on the return of the Security Card in good working order; and
- (h) Any decision of the Owners Corporation (or executive committee) is final (subject to any further decision or statutory review process).

3.5 An Owner or occupier must:

- (a) apply in writing to the Owners Corporation for a Security Card;
- (b) pay the Bond for each Security Card approved by the Owners Corporation;
- (c) only use the Security Card for its intended purposes;
- (d) return the Security Card if they vacate or sell the Lot;
- (e) never improperly use the facilities located on Level 8 of the Building or any other part of the common property which they can access with a Security Card;
- (f) pay for any lost or stolen Security Card; and
- (g) refer any dispute relating to this by-law to the executive committee for review.

3.6 For the avoidance of doubt improper use (of common property or common property facilities) means any behaviour which conflicts with the by-laws registered with the Strata Scheme or the Museum Towers policies issued from time to time by the executive committee and which are posted on its website or available upon request from the building manager.

3.7 Notwithstanding clause 3.5 an Owner remains liable for the loss of any Security Card relating to the Lot, including any Security Card issued to an occupier of their Lot.

Building security

3.8 An Owner or occupier must not:

- (a) do or permit anything which may prejudice the security or safety of the Building; or
- (b) prop open any door which provides access to the common property or a Lot unless moving furniture in or out of a Lot and then only with consent of the Owners Corporation.

3.9 An Owner or occupier must ensure:

- (a) access doors to the common property are always shut securely behind them when accessing or vacating the common property; and
- (b) all fire escape and unit doors are kept locked and secure at all times;
- (c) any breach in the security of the Building is immediately notified to the Owners Corporation or the building manager located at the front desk at the entrance of the Building.

Default of obligations

3.10 If an Owner or occupier defaults in any way with the terms of this by-law, the Owners Corporation may:

- (a) demand the return of Security Card(s);
- (b) recover the costs of any loss of a Security Card from the defaulting Owner as a debt;
- (c) recover the costs of any loss or damage to property arising as a result of the Owner or occupiers breach of this by-law as a debt; and
- (d) include reference to the debt on notices under section 109 of the Strata Schemes Management Act 1996.

Special by-law 12 - Works by Lot 132

Rights

1. The Owner under this by-law is the owner or owners of lot 132.
2. The Owner has the Special Privileges, subject to the following conditions and owners corporation's rights.
3. Special Privileges are the following rights -
 - a. the right to carry out the works (which include alterations and additions) on the common property described in the following:
 - i. installing of a gasline from lot 132 to the common property connection point in the basement pump room and connection to that gasline according to the letter of Partridge Partners dated 19 September 2007 which is attached to the minutes of the meeting at which this by-law was made;
 - ii. installing on the common property mechanical ventilation ducts and equipment as depicted and described in the plan and drawings of A Class Ventilation numbered RH1001 and dated 1 June 2007 and the letter of A Class Ventilation dated 4 June 2007 which are attached (as Annexures A and B) to the minutes of the meeting at which this by-law was made; and
 - iii. installing an illuminated sign to the common property wall and ailing on the Castlereagh Street frontage outside lot 132 as depicted on the drawing which is attached (as Annexure C) to the minutes of the meeting at which this by-law was made.
 - b. the right to keep the works on the common property. Special by-law 13 - Works by Lot 115
4. Before commencing the works under this by-law, the Owner must provide the Required Documents, obtain Approval and insure.
5. The Required Documents means any plans, drawings, diagrams, approvals and other documents reasonably required by the owners corporation and relevant to the works which the owners corporation may require the Owner to submit to the owners corporation.

6. Approval means the approvals the Owner must obtain for the Works, from all relevant statutory authorities and from an engineer nominated by the owners corporation (if considered necessary by the owners corporation).
7. To Insure means the Owner must effect and maintain contractors all works insurance, insurance required under the Home Building Act 1989 (if applicable), workers compensation insurance and public liability insurance in the amount of \$10,000,000 in the joint names of the Owner and owners corporation covering the works.
8. The Owner must do the following things (and ensure others also do the following) when performing the works -
 - a. perform the works in accordance with the drawings and specifications approved by the local council (if applicable) and the owners corporation,
 - b. perform the works in a proper and workmanlike manner,
 - c. use duly licensed contractors,
 - d. only perform the works at the times approved by the owners corporation,
 - e. protect all affected areas of the building outside their lot from damage by the works or the transportation of construction materials, equipment, debris,
 - f. transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the owners corporation,
 - g. keep all affected areas of the building outside their lot clean and tidy throughout the performance of the works,
 - h. remove all debris resulting from the works immediately from the building,
 - i. not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building, and
 - j. comply with the requirements of the owners corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the works.
9. After completing the works, the Owner must obtain certification for the Works from an engineer (if considered necessary by the owners corporation).
10. The Owner must properly maintain and keep the Works and common property to which the Works are erected or attached in a state of good and serviceable repair and/or replace the Works if considered necessary by the owners corporation
11. At all times, the Owner must Indemnify the owners corporation and accepts Liability.
12. Indemnify means the Owner must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of the performance, maintenance or replacement of the Works on the common property and/or for all costs of considering and making this by-law or obtaining certification of the Works incurred by the owners corporation (including legal costs) and will pay those amounts to the owners corporation upon request.
13. Accepting Liability means the Owner's liability for any damage caused to any part of the common property as a result of the erection, attachment, removal or replacement of the Works to the common property and the responsibility to make good that damage immediately after it has occurred.

Owners corporation's rights

14. The Owner acknowledges that if the Owner fails to comply with any obligation under this by-law, THEN the owners corporation may take steps to remedy that failure or non-compliance and in doing so the owners corporation has the right to:
- a. carry out all work necessary to perform that obligation,
 - b. enter upon any part of the parcel to carry out that work, and
 - c. recover the costs of carrying out that work from the Owner as a debt (and include reference of that debt on levy notices and any other levy reports or information) and the Owner acknowledges that any debt for which the Owner is liable under this by-law, is due and payable on written demand or at the direction of the owners corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

Special by-law 13 - Works by Lot 115

On the conditions set out in this by-law, the owner for the time being of Lot 115 (the Owner) shall have special privilege in respect of the Common Property to undertake and maintain the following:

- i) to construct a bulk-head, attached to the ceiling, over the sink, in the kitchen
- ii) install downlights in the sprinkler system bulk-heads in the living room
- iii) divert pipes in the en-suite
- iv) inspect and test the sprinkler system in the main bedroom to check water damage ("the works").

Conditions

1. The Works

before commencing the works, the owner must:

- i) effect all such insurances as may be required for the insurance for a sum of not less than \$10,000,000.00. Such insurances will be maintained for the duration of the carrying out of the works. When requested by the Owners Corporation, the owner shall provide the Owners Corporation with a Certificate of Currency of the insurances effected under this by-law.

2. In undertaking the works, the owner must by himself, his agents, his servants and contractors:

- i) Use high standard quality and appropriate materials, in a proper and skillful manner;
- ii) Comply with the Building Code of Australia and all relevant Australian Standards;
- iii) Comply with all reasonable requirements of the Owners Corporation concerning the means of entering and leaving the building, the tradespeople, building materials, tools and debris;
- iv) Comply with any requirement of the Owners Corporation concerning storage of materials and debris;
- v) Carry out the works between 7am and 5pm Monday to Saturday (inclusive), excluding Public Holidays; and
- vi) Use reasonable endeavours to complete the works within three (3) months of commencement.

3. After the Works

After completion of the works, the owner must notify the Owners Corporation.

4. Damage

The owner must repair promptly any damage caused or contributed to by:

- i) the works
- ii) the use, maintenance, repair and replacement or removal of the improvements installed in the course of the works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another lot in the Strata Scheme, but only to the extent caused or contributed to by the owner, his agents, servants and contractors.

5. Indemnity

The owner must indemnify the Owners Corporation against any liability or expense arising out of:

- i) the works, or
- ii) the use, maintenance, repair, renewal, replacement or removal of the improvements installed in the course of the works, but only to the extent caused or contributed to by the owner, his agents, servants and contractors.

Special by-law 14 - Security of Building

By-law No. (ii) registered pursuant to section 58(7B) of the Strata Titles Act 1973 on 3 January 1992 is hereby repealed.

Special by-law 15 - Security of Building

1. For the purpose of protecting the security persons and property in the strata scheme, the owners corporation must ensure that security services are provided to secure the common property 24 hours per day 7 days per week.
2. The obligations of the owners corporation under clause (1) shall be satisfied by the appointment of a building manager during the period 8:00am to 4:00pm Monday to Friday excluding public holidays and by the appointment of a security guard or service to secure the common property during all hours outside the period in respect of which a building manager is appointed.
3. In addition to the appointment of security services as provided in clauses (1) and (2), the owners corporation is authorised to install and keep security systems in the strata scheme incorporating:
 - (a) access control systems to external doors, lifts, cars park entry doors or doors, and entry foyer to the car park;
 - (b) closed circuit television surveillance system in any entry foyer and car park and such other areas as the executive committee, acting reasonably, considers appropriate from time to time;
 - (c) audio intercom system to control access to external doors including car park entry door or doors;
 - (d) replacement of any existing audio intercom equipment; and
 - (e) installation of a security gate or gates in such places as the executive committee, acting reasonably, considers necessary or appropriate in order to prevent unauthorised access to the building, and

including installation of all necessary electrical and other cabling and conduit (however described), telecommunications installation and connection, machinery and equipment required for the effective installation and operation (including monitoring) of the security systems installed from time to time in the building and the repair, maintenance, upgrading and/or reconfiguration of the security system or any part thereof as the executive committee considers reasonable and necessary from time to time in order to protect the security of the building and its occupants.

Special by-law 16 - No Smoking

1. Definition/Interpretation

- 1.1 In this by-law "Smoke" and "Smoking" means the practice of inhaling or digesting the fumes from the burning of tobacco or any method and includes, without limitation smokeless substances.
- 1.2 Where any term or expression used in this by-law is defined in the Strata Schemes Management Act 1996, such term and expression will have the same meaning as given to it under the said Act.
- 1.3 A reference to the singular number includes the plural number and vice versa, and a reference to a gender includes all other genders.

2. No Smoking

- 2.1 An owner or occupier of a lot must not smoke or allow smoking within the lot or within the common property.
- 2.2 The owner or occupier of a lot must not allow any invitee to the lot to smoke nor permit smoking within the lot or within the common property.

Special by-law 17 - Floor Coverings

1. Definition/Interpretation

- 1.1 In this by-law "Flooring" means the preparation, installation or laying of any non-carpeted floor surfaces on the lower boundaries of the lots including (but not limited to) timber, parquetry, tiles, cork, marble or stone.
- 1.2 Where any term or expression used in this by-law is defined in the Strata Schemes Management Act 1996, such term and expression will have the same meaning as given to it under the said Act.
- 1.3 A reference to the singular number includes the plural number and vice versa, and a reference to a gender includes all other genders.

2. Rights

- 2.1 An owner of a lot must ensure that all the floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- 2.2 Subject to the conditions in paragraph 3, an owner may install and maintain Flooring at the lower boundary of the owner's lot.

3. Conditions

Maintenance

- 3.1 An owner must properly maintain and keep the common property to which the owner's Flooring is attached in a state of good and serviceable repair.
- 3.2 An owner must properly maintain and keep the owner's Flooring in a state of good and serviceable repair and must replace the Flooring as required from time to time.

Noise

- 3.3 An owner must ensure that the owner's Flooring does not transmit noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot.
- 3.5 An owner must ensure that all Flooring is installed, covered or otherwise to an extent sufficient to prevent the transmission of noise to another lot.

Works

- 3.5 When preparing, installing or laying flooring in a lot, the owner must:
- (a) first obtain the approval of the Owners Corporation in writing before any works are carried out in relation to the Flooring;
 - (b) only install or lay a type of floor surface that is a style, design, type and specification as approved by the executive committee from time to time;
 - (c) protect all areas of the building outside the owners lot from damage when carrying out any work in relation to Flooring
 - (d) immediately remove all debris resulting from work in relation to Flooring from the building;
 - (e) comply with the requirements of the Owners Corporation and any other by-laws in relation to the installation, laying, maintenance and/or replacement of Flooring and floor surfaces; and
 - (f) where such covering is a covering other than carpet provide to the Executive Committee before any approval is given qualified engineering certification at the owners cost confirming all things and all works required to endure that such Flooring does not transmit noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot such certification as is required together with certification on completion of the works that such works things have been so undertaken at the cost of the owner.

Cost of Flooring

- 3.6 The installation, maintenance and repair of Flooring will be at the cost of the owner of the lot to which Flooring is attached.