

Annexure A to Consolidation/Change of By-laws for SP74602

79-81 Berry Street, North Sydney NSW 2060

By-law 7.15 Bedrooms

You must only use as bedrooms those areas of your *apartment* designated as bedrooms on the plans approved with the *development approval*, or as otherwise approved by *Council* from time to time.

8 KEEPING AN ANIMAL

By-law 8.1.1 What are your Rights?

You may keep in your *apartment*:

- (a) goldfish or other similar fish in an indoor aquarium; or
- (b) a guide dog, hearing dog or other animal if *you* need the dog or other animal because of a visual disability, hearing disability or any other disability or require an "assistance animal" within the meaning of section 139 of the *Management Act*.

8.1.2 Keeping Animals

Subject to Clause 8.1.1, *owners* and *occupiers* must not keep, nor cause, nor permit the keeping of any cat or dog (hereafter referred to as "animal") within an *apartment* except with the written consent of the *strata committee* as provided in accordance with this by-law.

If *you* are entitled to keep an animal or otherwise are granted consent from the *strata committee* to keep an animal within an *apartment*, then *you* must:

- (a) in the case of an *occupier*, provide evidence of the consent of the *owner* to the keeping of an animal within the *apartment*;
- (b) keep the animal within the *apartment*;
- (c) where possible, carry the animal when it is on *common property* (i.e. on the level the animal resides, in the lifts and in the car park) for the purposes of conveying the animal to and from an *apartment*. The main entry foyer and Level 8 amenities (i.e the pool, gymnasium and sauna) are excluded from the definition of *common property* for the purposes of this by-law and remain out of bounds to animals at all times (except those to which clause 8.1.2(b) applies);
- (d) repair any damage to *common property* caused by the animal;
- (e) keep the animal indoors at all times, except when it is being carried to and from an *apartment* in accordance with By-Law 8.1.2(b) or 8.1.2(c);
- (f) take such action as is necessary to prevent the animal from becoming a noise nuisance (in the reasonable opinion of the *strata committee*);
- (g) take such action as may be necessary to clean all areas of the *apartment* or the *common property* that are soiled by the animal;
- (h) ensure that the animal is kept clean and free of vermin and noxious smells at all times;
- (i) dispose of faeces in a responsible manner that does not interfere (including in relation to the generation of smell) with *owners* and *occupiers* of any other *apartment*. Under no circumstances are garbage chutes to be used as a method of disposal of animal faeces;

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- (j) not dispose any kitty-litter or the like down any toilet or other drainage outlet. Under no circumstances are garbage chutes to be used as a method of disposal of pet litter;
- (k) register the animal with the appropriate authorities and provide copies of veterinary and registration certificates to the *owners corporation*, on request; and
- (l) provide the *owners corporation* with a signed veterinary certificate each year, certifying that the animal is on a regular flea and worm treatment programme and is completely free of fleas and worms, particularly heartworm.

8.1.3 Indemnities

An *owner* or *occupier* who keeps an animal within their *apartment* must indemnify the *owners corporation* and the *owners* and *occupiers* of other *apartments* against any liability or expense incurred that would not have been incurred if the animal had not been kept.

8.1.4 Failure to Comply

If *you* fail to comply with any of the terms of this by-law, or keep an animal in contravention of the terms of this by-law:

- (a) the *strata committee* may serve written notice requesting *you* to remove the animal from *The Alexander*, on the terms set out in such notice; and
 - (b) *you* must comply with the terms of such a notice and remove the animal from *The Alexander*.
- (c) Nothing in this by-law affects the wider range of legal rights available to the *owners corporation* to deal with failure to comply with this by-law.

9 ERECTING A SIGN

By-law 9.1 What are Your Obligations?

Subject to this by-law, *you* must not erect a sign in your *apartment*, on the *balcony* of your *apartment*, or on *common property*.

9.1.1 Rights under the Strata Management Statement or Easement

This by-law does not affect the rights of the *Building Management Committee* or other members of the *Building Management Committee* from erecting a sign on the roof of *The Alexander* according to the *Strata Management Statement* or an *easement*.

10 FIRE CONTROL

By-law 10.1 What are Your Obligations?

You may keep flammable materials in your *apartment* only if *you*:

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