

WYCHBURY PTY. LTD.
BUILDING REGULATIONS

PART 1. INTRODUCTION

1.1 Enactment

These Regulations have been enacted by a majority of the directors of Wychbury Pty. Ltd. pursuant to the authority granted to them by the Memorandum and Articles of Association of Wychbury Pty. article nos. 106 *et seq.* and 158 and are meant to regulate conduct and proceedings at the residential building owned by Wychbury Pty. Ltd., located at 5 Manning Street, Potts Point, NSW 2001

1.2 Effect

These Regulations shall have effect as if they formed a part of the Memorandum and Articles of Association of Wychbury Pty. Ltd., as amended.

1.3 Supersede Old Regulations

These Regulations shall supersede and replace the prior regulations enacted on 21 July 1998, which prior regulations shall now be considered null and void.

PART 2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In these Regulations unless the context otherwise requires:

“**Board**” means the duly elected Board of Directors of Wychbury Pty. Ltd.

“**Building**” means the residential apartment building owned by Wychbury Pty. Ltd., located at 5 Manning Street, Potts Point, NSW 2001.

“**Building Manager**” means any entity or individual hired by the Corporation to assist in the management of the Building.

“**Common Area**” means any portion of the Building which is not part of a unit and which is in common use.

“**Company**” means Wychbury Pty. Ltd.

“**Council**” means City of Sydney Council.

“**Government Agency**” is a governmental or semi-governmental administrative fiscal or judicial department or entity.

“**Law**” means a statute, ordinance, regulation or order promulgated by any federal, state or municipal authority.

“**Memorandum**” means the Memorandum and Articles of Association of Wychbury Pty. Ltd., enacted 14 February 1956, as amended.

“**Occupier**” means a tenant, invitee, lessee, licensee, tradesman, or other occupier in possession or occupation of a Unit.

“**Regulations**” mean the regulations promulgated in this document hereunder.

“**Shareholder (s)**” means the individual(s) who own shares in Wychbury Pty. Ltd. pursuant to the Memorandum and Articles of Association of Wychbury Pty. Ltd., giving said Shareholder(s) the exclusive right to use and occupy a unit subject to the Memorandum and Regulations.

“**Unit**” means that portion of the Building which a Shareholder has the exclusive right to use and occupy subject to the Memorandum and Regulations.

2.2 Interpretation

In these Regulations unless the context otherwise requires:

- (a) a reference to a person includes an individual, firm, corporation, incorporated association, joint venture and an authority;
- (b) a reference to a person includes a reference to that person's executors, administrators, successors in title and assigns;
- (c) a reference to a thing includes the whole or each part of it;
- (d) where a person bound consists of 2 or more persons, these Regulations benefit and bind them jointly and severally;
- (e) the singular includes the plural and vice versa;
- (f) if a period of time is specified and commences from a given day or the day of an act or event, it must be calculated exclusive of that day;
- (g) a document includes any variation or replacement of it;
- (h) a reference to time is a reference to Sydney time;
- (i) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- (l) “**include**” and “**including**” when introducing an example or list of things, does not limit the example or list to the example or list used or referred to; and
- (k) headings are only used for convenience and do not affect interpretation.

2.3 Performance of Obligations

If a party is required to perform or observe any obligation or the terms of a document, it must do so:

- (a) in a timely fashion; and
- (b) at its own cost and expense unless otherwise specified.

PART 3. PARTIES BOUND

3.1 Parties Bound

The parties who must comply with these Regulations are:

- (a) the Corporation;
- (b) each Shareholder; and
- (c) each Occupier.

3.2 Compliance

A person who must comply with these Regulations must not do anything to prevent any other person from complying with these Regulations.

PART 4. LAWS AND INSTRUMENTS

4.1 Corporation's Additional Rules

- (a) The Corporation may from time to time make rules (or add to or change those Regulations) about the security, control, management, operation, use and enjoyment of the Building.
- (b) These Regulations shall have effect as if they formed a part of the Memorandum.

4.2 Compliance with these Regulations

Each Shareholder and Occupier must, at their own expense and in a timely fashion, perform and observe these Regulations and take all reasonable steps to ensure that their invitees also comply. If an invitee does not comply, the Shareholder or Occupier must take all reasonable steps to ensure that the invitee leaves the Building as soon as reasonably practicable.

4.3 Compliance with Laws

Each Shareholder and Occupier must, perform and observe all Laws relating to the Building and their Units including without limitation any requirements, notices and orders of any Government Agency.

4.4 Non-compliance

The following provisions apply if Shareholder or Occupier fails to comply with these Regulations:

- (a) the Corporation may enforce a Regulation by legal means;
- (b) If the Corporation expends any money in enforcing these Regulations or any provision of the Memorandum, including reasonable payment for solicitors fees or tradesmen, the offending Shareholder(s) and/or Occupiers are liable to indemnify the Corporation for these amounts;
- (c) the Corporation may recover any money owed to it by a Shareholder(s) as a debt and may make a call for said money pursuant to article 19 *et seq.* of the Memorandum

PART 5. BEHAVIOUR BY SHAREHOLDERS AND OCCUPIERS

5.1 Behaviour

A Shareholder and Occupier must not:

- (a) make noise or behave in a way that might interfere with other Shareholders, Occupiers or their invitees or any other person lawfully using Common Area;
- (b) obstruct lawful use of Common Area by any person except for on a temporary basis for a legitimate purpose under these Regulations;
- (c) use language or behave in a way that might reasonably offend or embarrass another Shareholder, Occupier or their invitees;
- (d) when admitting visitors or invitees to the Building, permit them to remain in Common Area unsupervised except to the extent reasonably necessary for access of invitees;
- (e) do anything in their Unit or in the Common Area which is illegal;
- (f) do anything which might reasonably damage the good reputation of the Building;
- (g) enter and remain in the Common Area without being adequately clothed;
- (h) deposit or throw any garbage, in the Common Area except in a receptacle or area specifically provided or nominated for that purpose;
- (i) keep or store any item in the Common Area, except where these Regulations, or the Corporation has designated areas of the Common Area for the keeping or storage of such items;
- (j) impugn the good name and character of any Director without good and proper cause;

- (k) make any communication or perform any act which is intended to or might create the impression that the Shareholder or Occupier acts for the Corporation unless that Shareholder or Occupier has been authorized to so act for the Corporation;
- (l) communicate with Council or other Government Agency on any matter which effects the Building and Shareholders as a group without the consent of the Board;
- (m) close or otherwise interfere with the door or security door of any other Shareholder or Occupier;
- (n) fail to close either of the lift doors for the purpose of stalling the lift in order to reserve it for the exclusive use of the Shareholder or Occupier;
- (o) perform any repairs or alterations to the Building and/or the Common Area without the consent of the Board; or
- (p) post notices in the Common Area of a personal or vindictive nature.

5.2 Children

A Shareholder or Occupier must not allow children in their care to:

- (a) play on Common Property without supervision by an adult; or
- (b) be in an area of Common Property that is dangerous unless supervised by an adult.

5.3 Laundry

A Shareholder or Occupier must not hang laundry, bedding or other articles anywhere within or on the Building so that it is visible from without the Building.

5.4 Animals

- (a) A Shareholder or Occupier must not without the prior written consent of the Board: keep any animal (except for fish kept in a secure aquarium) in their Unit or in the Common Area unless it is a guide or hearing dog and the Shareholder or Occupier is visually or hearing impaired.
- (b) The Board can approve or refuse the keeping or bringing of animals in any Unit, any part of the Common Area or the Building in its discretion and subject to any conditions it thinks fit.

5.5 Increasing Insurance Premiums

A Shareholder or Occupier must not do anything in violation of these Regulations that might invalidate, suspend or increase the premium payable for any insurances effected by the Corporation.

5.6 No Interference with Manager

A Shareholder or Occupier must not interfere with or stop the Building Manager performing its duties.

PART 6. INSTALLATIONS AND GARBAGE

6.1 Installations

A Shareholder or Occupier must not:

- (a) operate electronic equipment or devices which interfere with domestic appliances in other Units;
- (b) install or operate intruder alarm devices with an audible signal having a cut-off period greater than 3 minutes;
- (c) attach or hang aerials, satellite dishes or other external transmission devices, security devices or electronic wires on the exterior walls of a Unit or in the Common Area; or
- (d) install, fit, remove or alter any peephole device, lock or other door hardware which will reduce the fire rating of the entrance door to any Unit below the rating required by the Building Code of Australia for such entrance door.

6.2 Items Visible from outside the Building

- (a) To ensure the architectural integrity of the Building, a Shareholder or Occupier must:
 - (i) not place or have inside a Unit any curtains, blinds, sunshading devices or other fixtures and fittings that are visible from Manning Street, other than those items which are white, off-white or timber in colour;
 - (ii) not install bars, screens or grilles, security locks or other safety devices to the exterior of any doors or windows of a Unit without the prior written consent of the Corporation.
- (b) The Corporation:
 - (i) will be entitled to require a Shareholder or Occupier to remove any thing or item which is in violation of these Regulations;
 - (ii) any expense incurred by the Corporation to remove said item or thing shall be recoverable by the Corporation as set out in ¶14.6, above.

6.3 Garbage Disposal

A Shareholder or Occupier must:

- (a) recycle garbage according to any instructions from the Corporation or a Government Agency;

- (b) drain and securely wrap garbage in small parcels and deposit them in designated areas designated for use by Shareholders and Occupiers, as applicable; and

PART 7. BUILDING WORK

7.1 Building Work

- (a) A Shareholder or Occupier who wants to effect renovations or repairs within a Unit must comply with the provisions of this Part 7, with the exception of "Minor Work", which shall be defined as work of a non-structural or insubstantial nature such as painting, hanging pictures, etc.
- (b) Use of "noisy equipment" such as jackhammers/drills/demolition are restricted to 9am until 3pm each weekday and may not be used on Saturday.
- (c) Notices must be placed on the noticeboard if any communal service is to be affected. E.g. "Hot water to be turned off on Friday between 10am and Noon". At least a day's notice is required. No notices to be posted in the lift.
- (d) No plumbing to be carried out until your plumber has made contact with the company's plumber, being on the date of these regulations, Robert Fallon of Robert Fallon & Sons (0412 216 696).
- (e) All walls including internal apartment walls and any shared conduits in this building are the property of Wychbury Pty Ltd and may not be removed or modified in any way without Board approval.
- (f) Work hours
 - Monday to Friday 7am to 5pm
 - Saturday 7am to Noon
 - Sundays and Public Holidays No work at all

7.2 Obtaining Consent

Before doing any work or alterations a Shareholder or Occupier must:

- (a) obtain a form which will be provided by the Board or Building Manager to apply for consent for carrying out the works intended and after consideration by the Board of the application, actually receive written consent from the Corporation, which may or may not be given or may be given on conditions;
- (b) give the Corporation a detailed written description of the proposed work or alterations, including the estimated cost and details of any services which may be affected by the work or alterations;

- (c) obtain insurance as required by the Corporation and provide proof of the insurance and licences of tradesmen and ;
- (d) install protective covering to the lift, foyer or other part of the Common Area to protect them from damage from the work or alterations intended.

The Corporation may not

- (e) unreasonably withhold consent to any work by a Shareholder or Occupier if these Regulations have been complied with and the work is otherwise unobjectionable but may require conditions and an indemnity.

7.3 Carrying out of Works

In carrying out any works referred to in Regulation 7 a Shareholder or Occupier must ensure that all works are carried out without undue delay and with the least inconvenience to the other Shareholders and Occupiers.

PART 8. COMMON AREA

8.1 Common Area

A Shareholder or Occupier must:

- (a) only use the Common Area and equipment situated there for its intended purpose;
- (b) notify the Corporation if there is any damage to or a defect in the Common Area or equipment situated there; and
- (c) compensate the Corporation for any damage to the Common Area caused by a Shareholder, Occupier or any of their invitees.

A Shareholder or Occupier must not:

- (d) do or permit anything to be done which might cause structural or other damage to the Building or Common Area including bringing into the Building any heavy equipment, plant, machinery or vehicle;
- (e) deface, damage or alter the Common Area;
- (f) interfere with any personal property or equipment of the Corporation situated in the Common Area, or;
- (g) interfere with the proper operation of any equipment in the Common Area including lifts and security devices;
- (h) store any items in the laundry , rooftop or other Common Area, with the exception of the storage room located on the ground floor;
- (i) attempt to alter or renovate the Common Area, without the express consent of the Board.

8.2 Moving Furniture and Goods

- (a) Before a Shareholder or Occupier moves any furniture or goods through the Building and Common Area likely to cause damage or obstruction to Common Area, they must:
 - (i) make arrangements with the Building Manager at least 48 hours in advance;
 - (ii) move furniture and goods according to the instructions of the Building Manager;
 - (iii) comply with any other reasonable requirements of the Board, including requirements to use protective coverings for or on any protected Common Area.
- (b) If the Corporation has specified by resolution the manner in which furniture and goods are to be transported, a Shareholder or Occupier of a Unit must not transport any furniture or goods through or in the Common Area except in accordance with that resolution.
- (c) In this Regulation, goods include construction materials, equipment and the like.

8.3 Damage to Common Area

If a Shareholder or his/her Occupier causes damage to the Common Area of the Building, the Board shall repair the damage and shall be entitled to indemnification from the offending Shareholder for all reasonable sums expended in effectuating the repairs. Such sums shall be collectible as provided in ¶ 4.4 (c).

PART 9. SECURITY AND FIRE CONTROL

9.1 Security

A Shareholder or Occupier must:

- (a) not allow individuals into the building who are not their invitees or "buzz in" individuals not known to them;
- (b) allow keys to the Building to be distributed to anyone other than legitimate Shareholders or Occupiers;
- (c) do anything that might prejudice the security or safety of the Building.

9.2 Fire Control

- (a) A Shareholder or Occupier must not use or store:
 - i. any flammable chemical, liquid, gas or other materials on their Lot other than those chemicals, liquids, gases or materials used or

intended to be used in connection with the lawful occupation of their Lot; or

- ii. any flammable chemical, liquid, gas or other material or containers for those materials in the Common Area.
- (b) The Corporation and each Shareholder and Occupier must comply with all laws about fire safety and control and must:
 - (i) not interfere with fire safety equipment within the Common Area;
 - (ii) at all reasonable times, provide access to their Unit to the Corporation (or contractors engaged by it) in connection with fire safety;
 - (iii) not obstruct fire stairs in the Building or the Adjoining Area, if any.
- (c) In order to carry out the above matters and any of its other obligations, the Corporation may:
 - (i) install and operate fire devices and equipment; and
 - (ii) make arrangements with third parties about the installation, maintenance and operation of such fire safety and control equipment.

PART 10. LEASING

- (a) No Unit may be leased to a tenant(s) unless the tenant(s) have been interviewed by the Board and the Shareholder has received approval in writing.
- (b) Approval may be withheld for any legitimate reason which does not contravene the anti-discrimination laws of the Commonwealth or the State of New South Wales. Approval must not be unreasonably withheld.
- (c) Upon approval of the tenancy, the Shareholder must enter into a written lease with the tenant(s) which shall contain a provision that obligates the tenant(s) to comply with these Regulations, so far as they govern the conduct of Occupiers.

PART 11. ACCESS

The Corporation shall be entitled to access the Units on reasonable notice and at reasonable times under the circumstances to ensure and enforce compliance with these Regulations.

PART 12. NOTICES

All notices to be sent to the Building Manager.