



Wychbury Pty. Limited
ABN 30 000 170 329
Company Title No.170329
5 Manning Street, Potts Point, New South Wales 2011

Wychbury Rules and Regulations

Amendment History

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1. INTRODUCTION

1.1 Enactment

These Regulations have been enacted by the Directors of the Corporation pursuant to the authority granted to them by the Constitution article nos. 106 *et. seq.* and 158 and are to regulate conduct and proceedings at the residential building owned by the Corporation, located at 5 Manning Street, Potts Point, NSW 2011.

1.2 Effect

These Regulations shall have effect as if they formed a part of the Constitution of the Corporation, as amended.

1.3 Supersede Old Regulations

These Regulations supersede and replace the prior regulations enacted on 20 July 2004, which prior regulations shall now be considered null and void.

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. and located at 5 Manning Street, Potts Point, New South Wales 2011.

"**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 including but not limited to the lobby, stairwell, landings, lift, roof drying room and washing hanging area and outdoor egress ways.

"**Constitution**" the Memorandum and Articles of Association of Wychbury Pty Ltd

"**Corporation**" means Wychbury Pty Limited ACN 000 170 329.

"**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.

"**Building Work**" means work of a structural or non-structural nature and which may or may not require approval of any Government Agency excluding, but not limited to, painting, hanging pictures and installation of loose soft furnishings.

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

"**Regulations**" mean the regulations promulgated in this document hereunder.

"**Security Key**" means a key, magnetic card or other device used to open and close doors, gates or locks or to operate alarms, security systems or communications systems in the Building.

"**Shareholder**" means an individual who own shares in Wychbury Pty. Ltd. pursuant to the Memorandum and Articles of Association of Wychbury Pty. Ltd., giving that Shareholder 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;
- (j) "**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.

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.

4. LAWS AND INSTRUMENTS

4.1 Corporation's Additional Rules

- (a) The Board 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 or Occupier or both are liable to indemnify the Corporation for these amounts;
- (c) any monies owing to the Corporation pursuant to this clause must be paid within 21 days after a written demand is served;
- (d) the Corporation may recover any money owed to it by a Shareholder as a debt and may make a call for that money pursuant to article 19 *et. seq.* of the Memorandum;

- (e) the shares held by any Shareholder guilty of continuous refusal or neglect to comply with these Regulations will be liable to forfeiture in the same manner as if they were shares in respect of which the calls were unpaid; and
- (f) the Board may require a Shareholder to cause the Occupier of that Shareholder's Unit to vacate that Unit if that Occupier is guilty of non compliance with these Regulations, in accordance with the provisions of the Constitution.

5. BEHAVIOUR BY SHAREHOLDERS AND OCCUPIERS

5.1 Behaviour

A Shareholder and Occupier must not:

- (a) make noise that might interfere with the enjoyment of other Units by the other Shareholders, Occupiers or their invitees or otherwise cause a nuisance;
- (b) harass other Shareholders and Occupiers;
- (c) obstruct the Common Area except for on a temporary basis for a legitimate purpose under these Regulations;
- (d) use language or behave in a way that might reasonably be expected to alarm, offend or embarrass another Shareholder, Occupier or their invitees;
- (e) when admitting visitors or invitees to the Building, permit them to remain in Common Areas unsupervised except to the extent reasonably necessary for access of invitees;
- (f) do anything in their Unit or in the Common Area which is illegal;
- (g) attempt to interfere with any lawful "open for inspection" or on site auction being held in the Unit of another Shareholder;
- (h) do anything which might reasonably damage the good reputation of the Building;
- (i) enter and remain in the Common Area without being adequately clothed;
- (j) deposit or throw any garbage in the Common Area except in a receptacle or area specifically provided or nominated for that purpose;
- (k) keep or store any item in the Common Area, except where these Regulations, or the Corporation have designated areas of the Common Area for the keeping or storage of such items;
- (l) impugn the good name and character of any Director without good and proper cause;
- (m) 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 authorised to so act for the Corporation;
- (n) 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;
- (o) slam close or otherwise interfere with the door or security door of any other Shareholder or Occupier in an unauthorised manner;
- (p) 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 or with malicious intent;

- (q) perform any repairs or alterations to the Building or the Common Area or both without the prior written consent of the Board;
- (r) post notices in the Common Area of a personal or vindictive nature or post notices without Board permission; or remove official notices without Board permission.
- (s) do work in the Common Area without written authority of the Board.

5.2 Behaviour of Others

Shareholders and Occupiers must:

- (a) take all reasonable steps to ensure that their visitors comply with these regulations;
- (b) make their visitors leave the Building if they do not comply with these Regulations;
- (c) take reasonable care about people they invite into the Building; and
- (d) accompany their visitors at all times except when they are entering or leaving the Building.

5.3 Floors

- (a) Each Shareholder and Occupier must ensure that all floor spaces within the Unit are covered or otherwise treated to the Board's satisfaction so as to sufficiently prevent the transmission of noise from the floor space that would be likely to disturb the peaceful enjoyment of the Shareholder or Occupier of another Unit, including, use of carpets on all trafficable surfaces where floor boards have been polished.
- (b) Clause 5.3(a) does not apply to floor space comprising a laundry, lavatory, bathroom or kitchen.

5.4 Children

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

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

5.5 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 outside of the Building.

5.6 Animals

- (a) A Shareholder or Occupier must not keep any animal in their Unit or in the Common Area unless:
 - (i) it is a guide or hearing dog and the Shareholder or Occupier is visually or hearing impaired; or
 - (ii) they are fish kept in a secure aquarium.
- (b) The Board will not give consent to any other animals being kept in any Unit or Common Area.
- (c) Shareholders or Occupiers are responsible to clean up after their guide or hearing dog.
- (d) Shareholders and Occupiers are responsible to Board for:

- (i) any noise that a guide or hearing dog belonging to a Shareholder or Occupier makes which causes unreasonable disturbance; and
 - (ii) damage to or loss of property or injury to any person caused by a guide or hearing dog belonging to such Shareholder or Occupier.
- (e) Shareholders and Occupiers must not permit their visitors to bring animals into the Building unless the animal is a guide dog or hearing dog and such visitor is visually or hearing impaired.

5.7 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 insurance affected by the Corporation. A Shareholder must indemnify the Corporation with respect to damages suffered by the Corporation caused by a breach by that Shareholder of this clause.

5.8 No Interference with Manager

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

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 electrical wires on the exterior walls of a Unit or in the Common Area;
- (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; or
- (e) remove any exterior door hardware of a Unit.

6.2 Items Visible from outside the Building

- (a) To ensure the architectural integrity of the Building, a Shareholder or Occupier must not:
 - (i) place or have inside a Unit any curtains, blinds, sun shading devices or other fixtures and fittings that are visible from Manning Street, other than those items which are white, off-white or brown (timber) in colour; or
 - (ii) 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 Board; or
 - (iii) install any air conditioning, heating or other temperature control device to the exterior of any wall, doors or windows of a Unit without the prior written consent of the Board.

- (b) The Board will be entitled to:
 - (i) require a Shareholder or Occupier to remove any thing or item which is in violation of these Regulations;
 - (ii) recover any expense incurred by the Corporation to remove the said item or thing as set out in clause 4.4(c), above.

6.3 Garbage Disposal

A Shareholder or Occupier must:

- (a) not leave rubbish or garbage on the stairs or landings;
- (b) recycle garbage according to any instructions from the Board or a Government Agency; and
- (c) drain and securely wrap garbage in small parcels and deposit them in areas designated for use by Shareholders and Occupiers.
- (d) times of garbage disposal are between 7.30am - 8.00pm Monday-Friday and 9.00am - 8.00pm Saturday-Sunday.

7. BUILDING WORK

7.1 Obtaining Consent

Before doing any work or alterations a Shareholder must:

- (a) obtain a form which will be provided by the Building Manager or the Board to apply for consent for carrying out the works intended and after due consideration by the Board of the application, a letter will be issued in response which may or may not give consent , or give consent with conditions;
- (b) consent to a condition prior to consent to the works being given authorising the Corporation's representative to inspect the works at any time during construction and upon completion to ensure compliance by the Shareholder or Occupier of the Board's conditions of approval;
- (c) give the Board a detailed written description of the proposed work or alterations, including architectural drawings and specification in an A3 format,
- (d) give the Board the estimated cost and details of any services of the Building which may be affected by the work or alterations;
- (e) obtain any required approval from the appropriate Government Agency and submit copy of any such approval to the Board;
- (f) obtain insurance as required by the Board and provide proof of the insurance and licences of tradesmen; and
- (g) provide any additional information requested by the Board.

7.2 Consent to works

The Board may not 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. Without limitation, the works may be considered objectionable if the Board in its absolute discretion considers that the works will not be in keeping with the heritage nature of the Building, and will detrimentally affect the services or interior and/or exterior fabric of the Building.

7.3 Carrying out Building Work

In carrying out any Building Work referred to in clause 7 a Shareholder must ensure that:

- (a) all works are carried out without undue delay and with the least inconvenience to the other Shareholders and Occupiers;
- (b) all works are carried out using qualified, reputable and where appropriate licensed contractors approved of by the Board;
- (c) all works are carried out in a proper and workmanlike manner and to the reasonable satisfaction of the Board;
- (d) all contractors comply with clause 8.3;
- (e) if using noisy equipment, undertaking noisy works such as use of jackhammers, drills and sanders and/or engaging in demolition work, all such works are carried out only 8am until 3pm each weekday;
- (f) if any communal service is to be affected by the proposed work then, at least one day before communal services are to be affected, notices are placed on the noticeboard advising of the nature and duration of the affectation;
- (g) no plumbing or gas fitting works is carried out until the relevant plumber has made contact with the Corporation's plumber, being on the date of these Regulations, Robert Fallon of Robert Fallon & Sons (0412 216 696);
- (h) no walls including internal apartment walls and any shared conduits in the Building are removed or modified in any way without approval of the Corporation;
- (i) subject to any other express provision in this clause 7.3, no work is carried out in a Unit outside of the following hours:

Monday to Friday	7am to 5pm
Saturday	7am to Noon
Sundays and Public Holidays	No work at all
- j) the Board, the Building Manager or any other Board appointed nominee is entitled to inspect the building works to ensure those building works have been carried out in accordance with the approved documents.

This inspection may be carried out at reasonable times and with a minimum of 24 hours notice in writing.
- k) the Shareholder is responsible for ensuring the cleaning up and immediate disposal of all building materials, rubbish and debris.
- l) the Shareholder must inform tradespersons of the security concerns in the building and arrange appropriate procedures to cover the arrival and departure of tradespersons. Materials to be removed or incorporated in the work will not be permitted to be stored, temporarily or otherwise, in corridors, hallways, stairways or other communal areas of the building. All tools and materials must be transported between the unit and the outside of the building via the side entrance and trade stairs and not through the front entrance of the building. Such directions must be provided to any tradespersons by the shareholder or resident.
- m) the Board may require a bond to be lodged prior to the commencement of renovations or alterations.

- n) any fire protection services affected by the works need to be protected, de-activated or isolated during the work. To ensure the occupant warning system is not accidentally activated during building work arrangement must be made in advance with the Building's authorised fire monitoring company. Re-activation and testing must be ensured by the monitoring company at the completion of the works. All costs associated with carrying out the above are at the Shareholder's expense. The Shareholder must ensure that the fire protection system is activated at all times outside building work hours.

8. COMMON AREA

8.1 Common Areas

A Shareholder or Occupier must:

- (a) only use the Common Area and equipment situated there for its intended purpose;
- (b) notify the Board if there is any damage to or a defect in the Common Area or equipment situated there;
- (c) compensate the Corporation for any damage to the Common Area caused by a Shareholder, Occupier or any of their invitees;
- (d) not store any items in the laundry, rooftop or other Common Area, with the exception of the storage room located on the ground floor.
- (e) access to the east and west roof terrace areas is to be restricted for the use of the services located there, and for the use of the drying facilities. These areas will be open from 8am to 8pm, seven days a week. The doors will be locked at all other times.

Prohibited from these areas will be:

- any item with a sharp point such as a chair, a table or high heel shoes.
 - any form of glassware
 - furniture of any kind
 - any storage of personal property
 - any storage of pot plants
 - any other object which may damage the floor covering.
- (f) Access to the access ladder and platform to the lift motor room and tank room is prohibited, except for authorised service personnel.
 - (g) interference with the operation of the access doors to the roof terrace areas including propping the door open is prohibited.
 - (h) social functions, social gatherings, parties are prohibited on roof terrace areas.
 - (i) playing of music or radio is prohibited on the roof terrace areas.

8.2 Damage to Common Areas

In addition to clause 8.1, a Shareholder or Occupier must not:

- (a) 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;
- (b) deface, damage or alter the Common Area;
- (c) interfere with any personal property or equipment of the Corporation situated in the Common Area;
- (d) interfere with the proper operation of any equipment in the Common Area including lift, security devices, fire control panels, mailboxes or electrical switch room; or
- (e) attempt to alter or renovate the Common Area, without the express consent of the Board.

8.3 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) advise the Building Manager at least 48 hours in advance;
 - (ii) move furniture and goods according to the instructions of the Building Manager;
 - (iii) install the building's own protective coverings to the lift, foyer and other relevant parts of the Common Area (available from the Board) to protect them from damage and dust that may be caused in connection with the moving of furniture and goods; and
 - (iv) comply with any other reasonable requirements of the Board.
- (b) In this Regulation, goods include construction materials, equipment and the like.
- (c) Should protection to common area finishes be required for more than one day then written approval is required from the Board.

8.4 Cost of repairing damage to Common Area

If a Shareholder or Occupier cause's damage to the Common Area of the Building, the Board may repair the damage and will be entitled to indemnification from the offending Shareholder for all reasonable sums expended in effecting the repairs. Such sums will be collectible as provided in clause 4.4 (c).

9. SECURITY AND FIRE CONTROL

9.1 Security

A Shareholder or Occupier must:

- (a) not provide access to individuals into the Building who are not their invitees nor release the security intercom buzzer to individuals unknown to them;
- (b) allow Security Keys to the Building to be distributed to anyone other than legitimate Shareholders or Occupiers;
- (c) not duplicate or copy the Security Key;
- (d) immediately notify the Corporation if the Security Key is lost, stolen or misplaced;
- (e) when requested by the Corporation, immediately return the Security Key to the Corporation;
- (f) take all reasonable steps to safeguard the Security Key against loss, damage or theft; and
- (g) not do anything that might prejudice the security or safety of the Building.

9.2 Access

The Corporation may for security reasons or effective control and management of the Building:

- (a) close off or restrict access to parts of Common Areas which are not required for access to any Lot; and
- (b) restrict by security device access to levels in the Building where an Owner or Occupier does not own or occupy a Lot or have exclusive use rights over Common Areas.

9.3 Fire Control

- (a) A Shareholder or Occupier must not use or store:
 - (i) any flammable chemical, liquid, gas or other materials on their Unit other than those chemicals, liquids, gases or materials used or intended to be used in connection with the lawful occupation of their Unit; 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 or thoroughfares in the Building or any adjoining areas.
- (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.

9.4 False Fire Brigade Call Outs

If the Fire Brigade is called as a result of any action (intentional or accidental) by a Shareholder, Approved Tenant or their guests or invitees, the Shareholder will be responsible for all charges incurred by The Company as a result, after three (3) false calls out.

Any accidental or false call outs caused by tradesmen of the building works carried out by a Shareholder, which incur a cost from the Fire Brigade, will be the responsibility of the Shareholder.

Monthly inspections of Egress Paths

In compliance with the fire safety requirements of the Council, the Board will ensure at all times that a suitably qualified person is engaged to conduct monthly inspections of egress paths in the Common Areas to ensure that they are maintained free of obstructions at all times.

10. LEASING

- (a) No Unit may be leased or sub-leased to a tenant or tenants unless the Board has interviewed the tenant or tenants and the Shareholder has received approval in writing.
- (b) Approval may be withheld for any legitimate reason as the Board sees fit which does not contravene the anti-discrimination laws of the Commonwealth or the State of New South Wales.
- (c) Upon approval of the tenancy, the Shareholder must enter into a written lease with the tenant which must contain a provision that obligates the tenant to comply with these Regulations, so far as they govern the conduct of Occupiers. Such copy of the lease must be provided to the Board within 7 days of the Shareholder and tenant entering into such lease.

- (d) Shareholders leasing their Units must:
- (i) ensure that their tenants and the tenants' visitors comply with these Regulations;
 - (ii) take all action available to them, including action under the lease agreement, to make the tenants comply or otherwise terminate the lease and if necessary evict the tenants from the Building.

11. ACCESS

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

12. NOTICES

Notices or correspondence to the Board or to any officeholders of the Corporation must be sent via the Company Secretary.