

HOUSE RULES

TWENTY MACLEAY STREET LTD

A.C.N. 000 224 340

14 October 2022

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EXPLANATORY STATEMENT TO THE HOUSE RULES

The purpose of the House Rules (**the Rules**) is to provide a method of regulating life in Twenty Macleay Street Ltd (**the Company**) for the enjoyment of all Members and Occupants.

Pursuant to clause 112.1 of the Constitution, these Rules are legally binding on all Members of the Company and have effect as if they have been incorporated in the Constitution.

Any Member who fails or refuses to comply with these Rules or the Constitution shall be liable to enforcement proceedings in the Local Court of New South Wales pursuant to section 34A of the *Local Court Act 2007* (NSW) or other enforcement action as prescribed in the Constitution. The Local Court of New South Wales has the jurisdiction to make an order relating to a company title dispute, including an order that a Member complies with the Rules and Constitution.

1. BACKGROUND AND DEFINITIONS

- 1.1 The background forms part of these Rules.
- 1.2 Capitalised words bear the same meaning in these Rules as they do in the Company's Constitution and clauses 1.3, 1.4 and 1.5 of these Rules.
- 1.3 A **Lessee**, **Licensee** or **Occupant** is a person who has been approved by the Board in accordance with clause 14 of these Rules.
- 1.4 **Major Renovations** means any renovation, repair or works other than Cosmetic Work, including:
 - 1.4.1 renovating a kitchen, bathroom, or laundry within a Residential Unit;
 - 1.4.2 changing recessed light fittings within a Residential Unit;
 - 1.4.3 installing or replacing wood or other hard floors within a Residential Unit;
 - 1.4.4 installing or replacing wiring, cabling, power, or access points within a Residential Unit;
 - 1.4.5 work involving reconfiguring internal walls within a Residential Unit;
 - 1.4.6 the installation, replacement, or modification of windows;
 - 1.4.7 the installation, replacement, or modification of doors;
 - 1.4.8 the installation of an air-conditioning unit/system;
 - 1.4.9 any work that involves structural changes such as the removal of the whole or part of a load bearing wall;
 - 1.4.10 any work that changes the external appearance of a Residential Unit, including the installation of an external access ramp, pergola or vergola or installation of a new window in a boundary wall of a Residential Unit;
 - 1.4.11 any works that involves waterproofing;
 - 1.4.12 any work for which consent, or another approval is required under any legislative instrument such as development consent from the Local Council under the *Environmental Planning and Assessment Act 1979* (NSW); and
 - 1.4.13 any other renovations determined by the Board from time to time to be Major Renovations.
- 1.5 **Cosmetic Work means:**
 - 1.5.1 installing or replacing hooks, nails, or screws for hanging paintings and other things on any internal walls of a Residential Unit or the inner surface of perimeter walls of a Residential Unit;

- 1.5.2 installing or replacing handrails any internal walls of a Residential Unit or the inner surface of perimeter walls of a Residential Unit;
- 1.5.3 painting an internal wall of a Residential Unit or the inner surface of the ceiling or any perimeter walls of a Residential Unit;
- 1.5.4 filling minor holes and cracks in an internal wall of a Residential Unit or the inner surface of the ceiling or any perimeter walls of a Residential Unit;
- 1.5.5 laying carpet on the upper surface of any floor in a Residential Unit;
- 1.5.6 installing or replacing cupboards or built in wardrobes in a Residential Unit;
- 1.5.7 installing or replacing wall lights; and
- 1.5.8 any other work determined by the Board from time to time to be Cosmetic Work

2. NOISE

- 2.1 A Member, Occupant, or any invitee of a Member must not create any noise likely to interfere with the peaceful enjoyment of a Member in another Residential Unit or of any person lawfully using Common Property.
- 2.2 Noise pollution as defined in the *Protection of the Environment Operations Act 1997* (NSW) and the *Protection of the Environment (Waste) Regulations 2014* (NSW) (the **NSW Noise Legislation**) will be monitored and action will be taken to ensure compliance with the legislation by the Company reporting the noise pollution to the City of Sydney Council, NSW Police or NSW Department of Planning, Industry and Environment.
- 2.3 Consistent with the NSW Noise legislation, a Member, Occupant or any invitee of a Member is prohibited from using a musical instrument or amplified sound equipment (such as a television, home entertainment system etc) in a manner that '*emits noise that can be heard within a habitable room in any other residential premises (regardless of whether any door or window to that room is open)*':
 - 2.3.1 before 8am and after midnight on any Friday, Saturday, or day immediately before a public holiday; or
 - 2.3.2 before 9am and after 10pm on any other day.
- 2.4 To ensure compliance with clause 2.3, contractors undertaking Minor Renovations or Major Renovations to a Residential Unit are only permitted to carry out the works on:
 - 2.4.1 Monday to Friday between 7:30am to 5:30pm; and
 - 2.4.2 Saturday between 7:30am to 2:00pm.

3. FLOOR COVERINGS

- 3.1 A Member must ensure that all floor space within a Residential Unit 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 Member of another Residential Unit.
- 3.2 Clause 3.1 does not apply to floor space comprising a kitchen, laundry, lavatory, or bathroom.

4. COMMON PROPERTY

- 4.1 A Member, Occupant, or any invitee of a Member must not leave or store any items on Common Property without the written consent of the Board.

- 4.2 A Member, Occupant, or any invitee of a Member must not make any alterations to the Common Property.
- 4.3 A Member, Occupant, or any invitee of a Member must not mark, paint, drive nails or screws of the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the prior written approval of the Board. Such damage or defacement will be repaired or removed at the Member's or Occupant's own cost.

5. BEHAVIOUR

- 5.1 A Member, Occupant, or any invitee of a Member must not behave in a manner likely to interfere with the peaceful enjoyment of a Member in another Residential Unit or any person lawfully using the Common Property or Residential Unit.

6. COMPLIANCE WITH LAW

- 6.1 A Member must ensure that his or her Residential Unit is not used for any purpose that is prohibited by law.

7. FIRE SAFETY

- 7.1 A Member, Occupant, or any invitee of a Member must not do anything in a Residential Unit or on Common Property that is likely to affect the operation of fire safety devices or to reduce the level of fire safety in the Residential Unit, Common Property, or the Property.
- 7.2 A Member, Occupant, or any invitee of a Member must do all acts or things necessary to allow the Company to comply with a Fire Safety Order that has been issued under the *Environmental Planning and Assessment Act 1979* or other legislative instrument.
- 7.3 A Member, Occupant, or any invitee of a Member shall not do or fail to do anything that causes a response by the Fire and Rescue NSW to any false alarm. If a Member or an invitee of a Member causes the attendance of Fire and Rescue NSW at the Property in answer to a false alarm and if Fire and Rescue NSW invoices the Company for such attendance, the Member or invitee of a Member shall reimburse the Company for the amount paid by the Company.

8. STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

- 8.1 A Member, Occupant, or any invitee of a Member must not, except with the prior written approval of the Board, use or store on the Residential Unit or on the Common Property any flammable chemical, liquid or gas or other flammable material.
- 8.2 Clause 8.1 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 of a motor vehicle or internal combustion engine.

9. SECURITY

- 9.1 A Member, Occupant, or any invitee of a Member must ensure that all external doors to the Property are kept closed at all times.
- 9.2 A Member, Occupant, or any invitee of a Member must comply with the Company's *Safety, Security and Emergency Management Plan*, as amended from time to time.
- 9.3 A Member or Occupant must ensure that keys to the Property and Residential Unit are maintained at all times, and within the physical control and custody of the Member or Occupant. If a Member loses a key the Company will issue a replacement key which can be obtained from the Managing agent at a cost of \$100.00.

10. SMOKING

- 10.1 A Member, Occupant, or any invitee of a Member must not smoke tobacco or any other substance on the Common Property.
- 10.2 A Member, Occupant, or any invitee of a Member must ensure that smoke caused by the smoking of tobacco or any other substance from within a Residential Unit does not penetrate to the Common Property or any other Residential Unit.

11. ANIMALS AND PETS

- 11.1 No dogs shall be kept in or about the Property.
- 11.2 A Member may keep a small animal (that is not a dog) within a Residential Unit with the written consent of the Board on such terms as the Board think fit.
- 11.3 A Member who is permitted to keep an animal in a Residential Unit must:
- 11.3.1 keep the animal within the Residential Unit;
 - 11.3.2 supervise the animal on Common Property and ensure that the animal is carried through the Common Property when entering or exiting the Property; and
 - 11.3.3 clean any part of a Residential Unit or Common Property that is soiled by the animal.
- 11.4 If the Board in its absolute discretion, forms the view that the permitted animal is affecting the amenity of Members or Occupants, the Board may give a written direction to the owner of the animal to keep the animal under control within the Residential Unit. If the Member or Occupant fails to do so, and there are further complaints, the Member or Occupant will comply with directions from the Board to permanently remove the animal from the Property.
- 11.5 Nothing in clause 11 prevents a Member, or any invitee of a Member, keeping or being accompanied by an animal that is an assistance animal within the meaning of the *Disability Discrimination Act 1992* (Cth) in a Residential Unit or on the Common Property.
- 11.6 Any Member or Occupant who keeps an assistance animal on the Residential Unit must, if required to so by the Board, provide evidence to the Board demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* (Cth).

12. EXTERNAL APPEARANCE OF PROPERTY

- 12.1 A Member, or any invitee of a Member, must not, without the written consent of the Board, maintain within a Residential Unit anything visible from outside the Residential Unit that, viewed from outside the Residential Unit, is not in keeping with the rest of the Property.

13. HANGING OF WASHING

- 13.1 A Member, or any invitee of a Member, must not, except with the consent in writing of the Board, hang any washing, towel, bedding, clothing or other article on any part of a Residential Unit or Common Property in such a way as to be visible from outside the Property, other than on any lines provided by the Company for the purpose.

14. LEASING AND LICENSING

- 14.1 A Member must not lease, licence, or allow any other person to occupy a Residential Unit without the consent in writing of the Board, on terms and conditions determined by the Board.
- 14.2 As part of the approval process, a Member must:
- 14.2.1 ensure that all floor space comprising a laundry, lavatory or bathroom has been waterproof or water sealed and provide the Board with:
 - (a) a waterproofing certificate of compliance from a tradesperson licenced under the *Home Building Act 1989* (NSW); or
 - (b) an opportunity to inspect the laundry, lavatory or bathroom.
 - 14.2.2 review and comply with the *Rental Policy and Guidelines*;
 - 14.2.3 the prospective Lessee or Licensee is required to attend an interview with the Board or their nominee/s; and
 - 14.2.4 a Member must pay the Company's administrative fee of \$300 plus GST relating to the carrying out of the interview, induction and approval of the lessee or licensee.
- 14.3 A Member must not:
- 14.3.1 lease or licence a Residential Unit for a period of fewer than six (6) months;
 - 14.3.2 lease or licence a part of a Residential Unit or a room within a Residential Unit; and
 - 14.3.3 continue to occupy a Residential Unit, a part of a Residential Unit or a room within a Residential Unit, which he or she has leased or licenced.
- 14.4 Nothing in clause 14 prevents a Member from allowing a person who is a friend of the Member or a member of the Member's family from occupying a Residential Unit on a temporary and non-recurring basis, provided that the length of the stay is no longer than four (4) weeks per visit, for three (3) visit per year or for a continuous period of three (3) months per year.
- 14.5 Upon the Board approving in writing an incoming Lessee or Licensee, the Member must provide the Board with at least three (3) days' notice prior to the Lessee or Licensee occupying the Residential Unit.
- 14.6 A Member must notify the Company's Managing Agent in writing within 7 days of any change to the letting agent or other person responsible for managing a leased or licensed Residential Unit.
- 14.7 A Member must notify the Company's Managing Agent seven (7) days before the

departure of the Member or Occupant.

15. TRANSFER OF SHARES

- 15.1 A Member must notify the Company's Managing Agent in advance if they propose to sell the Share Group attached to their Residential Unit and must ensure that their appointed real estate agent (or other duly authorised agent) handling the same, is aware of these Rules, the Constitution and other Policies of the Company. The Managing Agent must be notified in writing of the name and details of the real estate agent.
- 15.2 A Member must receive written approval from the Board prior to executing a transfer of shares by:
- 15.2.1 contacting the Managing Agent to arrange an interview between the Board and the prospective purchaser;
 - 15.2.2 the prospective purchaser must produce three (3) written references to the Board during the interview; and
 - 15.2.3 the Member must pay \$250 plus GST for the Company's costs to process the share transfer.
- 15.3 The Board's consent to the Share Transfer shall not be unreasonably withheld.
- 15.4 As a minimum, the Member must provide the purchaser or prospective purchaser of shares with the following documents:
- 15.4.1 an updated version of the House Rules;
 - 15.4.2 an updated version of the Constitution;
 - 15.4.3 an updated version of all Policies;
 - 15.4.4 any Renovations Deed and Renovations Deed Poll entered into the by the Member and the Company;
 - 15.4.5 the most recent Minutes of the last two (2) Annual General Meetings; and
 - 15.4.6 any other document required by the Member or the Member's legal representative.
- 15.5 A Member is permitted to sell the Share Group attached to the Residential Unit by conducting an onsite auction only after receiving the written approval of the Board. A condition to the Board's approval is that a Member must ensure that security is provided on the front door of the Property on the day of the auction.

16. CHILDREN AND VISITORS

- 16.1 Members, Occupants, and invitees of Member shall not at any time admit any person unknown to them into the Property.
- 16.2 Members shall be held fully responsible for the good conduct and behaviour of their Occupants, Residents, and invitees.
- 16.3 Members and Occupants are required to supervise children visiting or residing with them whilst in the Property.
- 16.4 Children shall not be permitted on the Common Property, unless accompanied by an adult exercising effective control over the child or children, who will be responsible for the conduct and safety of such child or children.

17. LAUNDRY FACILITIES

- 17.1 Washing machines and dryers are located in the laundry on the lower ground floor of the Property. All machines are coin operated and must be operated at the Member or Occupant's own expense.
- 17.2 Each machine runs for approximately 35 minutes to 60 minutes.
- 17.3 A Member is prohibited from hanging wet clothing in the access passageway to the drying area.
- 17.4 If the floor becomes wet after a Member or Occupant's use of the washing machine or dryer, the Member or Occupant must take precautions to prevent slippage by immediately removing the water from the floor.
- 17.5 The laundry is open from 7:00am to 9:00pm, Monday to Sunday. After this time, an automatic timer will switch the electricity off.
- 17.6 A Member or Occupant must not overload machines and must take all reasonable precautions to prevent the blowing of a fuse.
- 17.7 A Member or Occupant must not hang any laundry from windows or balconies. All laundry must be hung from the washing lines located outside the laundry. A Member or Occupant must supply and use their own pegs.

18. LIFTS AND MOVING IN OR OUT

- 18.1 A Member, Occupant, or any invitee of a Member must ensure lift doors are always closed after their use. No bulky items such as bicycles shall be carried in the lift at any time unless there is a protective covering in place.
- 18.2 Protective covers must be hung when using the lift to move furniture or other bulky items in and out of the Property. The protective covers are available from the Caretaker, Tony Kracmera who can be contacted on 0412 995 010.
- 18.3 Reasonable notice (no less than 48 hours' notice) shall be given to the Caretaker who will provide the protective cover and supervise the removal.
- 18.4 A Member or Occupant is only permitted to move in or out of the Property during the following times:
 - Monday to Friday 7:30am to 5:30pm;
 - Saturday 7:30am to 4:30pm.
- 18.5 Only Occupants, Residents and Member that have been approved and interviewed by the Board may move into the Residential Unit.
- 18.6 If a lift is damaged, or requires maintenance or repair, because of the act or omission of a Member, Occupant or persons acting on behalf of a Member, the Company may recover the cost of repairing that damage, or undertaking the maintenance or repair, from the Member.

19. BICYCLES

- 19.1 Only a limited number of bicycles are permitted within the Property.
- 19.2 A Member or Occupant may only keep a bicycle within the Property subject to obtaining the Board's written approval.
- 19.3 If written approval is provided, a Member or Occupant must ensure that the bicycle is stored using the bicycle racks provided in the northern courtyards.
- 19.4 A Member or Occupant must not keep a Bicycle within a Residential Unit, the foyer or lift.

20. INSURANCE

- 20.1 The Company is insured against fire and other disaster. The Company's insurance does not cover private property within a Residential Unit, or other furnishing such as carpet and paintwork within a Residential Unit.
- 20.2 Members and Occupants are strongly advised to take out their own contents insurance in respect of property and furnishing of the Residential Unit they occupy.

21. WATER PENETRATION

- 21.1 A Member must take all reasonable steps ensure that any water on or from any part of a Residential Unit does not penetrate the Common Property or any other Residential Unit.
- 21.2 Without limiting clause 21.1, a Member must ensure that all floor space comprising a kitchen, laundry, lavatory, or bathroom in a Residential Unit has been waterproofed to standard or water sealed.

22. RENOVATIONS

- 22.1 Each Member may carry out Cosmetic Work on the Residential Unit set opposite that Member's Share Group without the written consent of the Board.
- 22.2 A Member must not carry out Major Renovations to the Residential Unit and any part of the Common Property connected to the Residential Unit without:
- 22.2.1 reviewing and complying with the Company's *Apartment Renovations Policy*; and
- 22.2.2 obtaining the consent in writing of the Board and subject to such terms and conditions as the Board see fit to impose (the **Written Approval**). The terms and conditions of the Written Approval will be contained within a Major Renovations Deed as determined by the Board which must be executed by the Member prior to the carrying out of the Major Renovations.
- 22.3 All costs and expenses of the Major Renovations and Cosmetic Work must be borne personally and solely by a Member.
- 22.4 A Member is permitted to install awnings to the Residential Unit. Only awnings manufactured by Issey Sun Shade Systems (02 9810 0700), with the approved colour/fabric of SWKX392 is permitted to ensure that the external appearance of the Property remains uniform.
- 22.5 Notice of proposed installation of Foxtel connections must be provided to the Company's Managing Agent and an agreed time set.
- 22.6 All plants on windowsills must be secured by a Member or Occupant.
- 22.7 A Member or Occupant is prohibited from using the power supply in Common Property unless the Board's written approval is obtained.

23. DISPOSAL OF WASTE – SHARED BINS

- 23.1 A Member, Occupant, or any invitee of a Member must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Board.
- 23.2 All waste must be disposed of in the bins located in the southern courtyard. All garbage must be adequately wrapped to avoid spillage, particularly in respect of litter or food that is likely to give off odours in the heat.

- 23.3 A Member or any invitee of a Member must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal.
- 23.4 A Member or any invitee of a Member must:
- 23.4.1 comply with all reasonable directions given by the Board as to the disposal and storage of waste (including the cleaning up of spilled waste) on Common Property or any part of the Property; and
- 23.4.2 comply with the local council's guidelines for the storage, handling, collection, and disposal of waste. This includes using recycling bins in accordance with council's requirements (and ensuring that all recyclable waste is not wrapped or contained in plastic bags), with no dumping of household items either in the southern courtyard or other part of Common Property. Household items may only be left on the street for collection after requesting the Local Council to collect the items.
- 23.5 The Board may give directions for this purpose of this clause by posting signs on the Common Property with instructions on the handling of waste that are consistent with the local council's requirement or giving notices in writing to Members.
- 23.6 In this clause 23:
- 23.6.1 **bin** includes any receptacle for waste.
- 23.6.2 **waste** includes garbage and recyclable material.

24. COMPLAINTS

- 24.1 All complaints, comments or reports concerning the management or administration of the Company shall be:
- 24.1.1 referred to the Managing Agents for the Company, **Company Title Management** on **02 9354 0883**; or
- 24.1.2 sent to the Board in writing via post to 27/20 Macleay Street, Potts Point NSW 2011; and
- 24.1.3 all maintenance issues are to be referred to the member's leasing agent or property manager.
- 24.2 The complaint will be tabled for discussion at the next Board Meeting.

25. OUTGOING CONTRIBUTIONS AND LEVIES

- 25.1 All Member must pay any Outgoings Contribution in accordance with clause 5 of the Constitution by the due date prescribed on the levy notice.
- 25.2 All overdue Outgoings Contribution will attract interest at a Prescribed Rate of 10%.

26. BREACH OF THESE RULES

- 26.1 The Board will serve a Member or Occupant who is in breach of these House Rules and/or the Constitution of the Company, with a notice specifying the breach, the way in which the breach shall be remedied, and the time within which the breach shall be remedied.
- 26.2 Any costs incurred because of the Member or Occupant's breach of these House Rules and/or the Constitution can be recovered by the Company on an indemnity basis from the contravening Member or Occupant.

- 26.3 If the demand outlined at clause 26.2 is not met within one month after the demand becomes due and payable, the debt bears until paid, simple interest at the rate of 10%.