

SP82907

Approved Form 27

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By-Laws

Instrument setting out the terms of by-laws to be created upon registration of the Strata Plan

1 DEFINITIONS AND INTERPRETATION

1.1 Statutory definitions

In this instrument a word or expression has the meaning given to it in the Strata Management Act if it is:

- (a) defined in that act; and
- (b) used but not defined in this instrument.

1.2 Further definitions

In this instrument, unless the context clearly indicates otherwise:

Advertising means any sign, placard, banner, notice or other marketing material;

Affected Common Property has the meaning given to it in **by-law 9**;

Affected Lot has the meaning given to it in **by-law 29**;

Air Conditioning System means air conditioning plant and associated pipes, wires, cables and ducts installed at any time;

Architectural Code has the meaning given to it in the Strata Management Statement;

Authority means any governmental or semi-governmental administrative, fiscal or judicial department or entity, a statutory agency or authority or the local council;

Balcony includes a courtyard or terrace;

Building has the meaning given to it in the Strata Management Statement;

Car Parking Space has the meaning given to it in **by-law 26**;

Commercial Area has the meaning given to it in **by-law 31**;

Committee means the building management committee established and maintained under the Strata Management Statement and required by the *Strata Schemes (Freehold Development) Act 1973 (NSW)*;

Committee's Facilities Manager has the meaning given to "Facilities Manager" in the Strata Management Statement;

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Committee's FMA has the meaning given to "Facilities Management Agreement" in the Strata Management Statement;

Common Property means the common property in the Strata Scheme;

Community Association means Community Association DP No. 270241;

Community Land Management Act means the *Community Land Management Act 1989 (NSW)*;

Community Management Statement means the community management statement registered with the Community Plan;

Community Parcel means the land the subject of the Community Plan;

Community Plan means DP 270241;

Community Property means lot 1 in the Community Plan;

Community Scheme means the community scheme created on registration of the Community Plan;

Council means the Council of the City of Sydney;

Designated Matters means the matters set out in **attachment 1** to this instrument;

Emergency Committee has the meaning given to it in **by-law 19**;

External Flooring means any timber decking, tiling, grass, pebbles or other surface flooring in a Lot, whether on a terrace, courtyard, loggia or balcony, that is installed over a membrane covered concrete floor that is Common Property;

External Screening Device means any louvre shutter or awning attached to the Strata Building, whether operated manually or otherwise;

Facilities Management Agreement has the meaning given to it in **by-law 16**;

Facilities Manager has the meaning given to it in **by-law 16**;

Facilities Manager Area means the area referred to in item 71 of the Schedule of Shared Facilities which is located on the Common Property.

Frasers City Quarter means Frasers City Quarter Pty Limited (ACN 119 168 884) and any persons authorised by Frasers City Quarter Pty Limited;

Lot means a lot in the Strata Plan;

Mechanical Ventilation System means mechanical ventilation plant and associated pipes, wires, cables and ducts installed at any time;

Occupation Agreement means a lease, licence or other similar legal arrangement which:

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- (a) will permit the Committee's Facilities Manager to have exclusive use of the Facilities Manager Area during the term of the Committee's FMA in order to perform its functions under the Committee's FMA;
- (b) contains terms reasonably required by the Committee, including:
 - (i) only requiring the payment of a nominal fee for the use of the Facilities Manager Area; and
 - (ii) a right for the Committee's Facilities Manager to assign its interest under the Occupation Agreement to an assignee of the Committee's FMA; and
- (c) is in a form submitted to the owners corporation by the Committee.

Occupier means:

- (a) a lessee;
- (b) a licensee; or
- (c) other person, not being an Owner, lessee or licensee that is in lawful occupation,

of a Lot;

Owner means:

- (a) a person registered or entitled to be registered as proprietor;
- (b) a mortgagee in possession; or
- (c) a covenant chargee in possession,

of a Lot;

Refurbish includes but is not limited to any of the following:

- (a) the treatment of Common Property by repairing, painting, staining or polishing, as applicable or otherwise;
- (b) the replacement of any floor covering in Common Property, including carpet and floor tiles which are considered in need of replacement; and
- (c) the replacement of loose furnishings and chattels which are considered in need of replacement;

Representative means, as the context requires:

- (a) a natural person appointed by the owners corporation to be the owners corporation's representative at meetings of the Community Association; or

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- (b) a natural person appointed by the owners corporation to be the owners corporation's representative at meetings of the Committee;

Rules has the meaning given to it in **by-law 15**;

Schedule of Shared Facilities has the meaning given to it in the Strata Management Statement;

Security Key in relation to Common Property, has the meaning given to it in the Community Management Statement;

Selling and Leasing Activities means the activities relating to the sale, including sale by auction, and leasing of Lots;

Shared Facility has the meaning given to it in the Strata Management Statement;

Site Manager has the meaning given to it in the Community Management Statement;

Storage Space has the meaning given to it in **by-law 27**;

Strata Building means the part of the Building constructed within the Strata Parcel;

Strata Management Act means the *Strata Schemes Management Act 1996 (NSW)*;

Strata Management Statement means the strata management statement having effect in relation to the Strata Parcel, including any rules made under it;

Strata Manager means a strata managing agent appointed under the Strata Management Act by the owners corporation and, if no person is for the time being so appointed, the secretary of the owners corporation;

Strata Parcel means the land the subject of the Strata Scheme;

Strata Plan means the strata plan with which this instrument is registered;

Strata Scheme means the strata scheme created on registration of the Strata Plan;

Terrace Area has the meaning given to it in **by-law 32**;

Trio means lots 32 - 35 DP 270241 and the structure at any time erected on those lots; and

Wardens has the meaning given to it in **by-law 19**.

1.3 Interpretation

In this instrument, unless the context clearly indicates otherwise:

- (a) words implying a person imply a natural person, company, statutory corporation, partnership, the Crown and any other organisation or type of legal entity;

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- (b) **including** is not a word of limitation;
- (c) the words **at any time** mean at any time and from time to time;
- (d) the word **vary** means add to, delete from or cancel;
- (e) **maintain** and **maintain in good condition** includes keep clean and tidy, repair as necessary and replace as necessary;
- (f) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument;
- (g) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually;
- (h) a reference to a natural person includes their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns;
- (i) a reference to a company includes its successors and permitted assigns;
- (j) a reference to a document is a reference to a document of any kind, including a plan;
- (k) where this instrument refers to a body or authority which no longer exists, unless otherwise prescribed by law, there is to be taken to be substituted a body or authority having substantially the same objects as the named body or authority;
- (l) a reference to any legislation or legislative provision includes any statutory modification or substitution of that legislative provision substituted for and any subordinate legislation issued under that legislation or legislative provision;
- (m) a reference to a time is to that time in Sydney;
- (n) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;
- (o) a requirement to do any thing in this instrument includes a requirement to cause that thing to be done;
- (p) a word that is derived from a defined word has a corresponding meaning;
- (q) the singular includes the plural and vice-versa; and
- (r) words importing one gender include all other genders.

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1.4 Headings and Table of Contents

By-law headings and the Table of Contents are inserted for convenience and do not affect the interpretation of this instrument.

1.5 Notices

Any notice, demand, approval, request or other communication under this instrument must be in writing.

1.6 Consents by the owners corporation

- (a) Consent to an Owner or Occupier by the owners corporation may be given on conditions, and those conditions must be complied with by the Owner or Occupier receiving the consent.
- (b) The owners corporation may in the exercise of its absolute discretion revoke a consent it has given if such revocation is practicable.

1.7 Applications and complaints

An Owner or Occupier must make any application or complaint to the owners corporation in writing and address it to the Strata Manager, or if there is no Strata Manager, the secretary of the owners corporation.

2 THE COMMUNITY ASSOCIATION AND THE COMMUNITY MANAGEMENT STATEMENT

- (a) The Community Association is the primary management body for the Community Scheme.
- (b) The Community Association manages the Community Scheme according to the Community Management Statement.
- (c) The Community Association, the owners corporations in the Community Scheme and the owners and occupiers of lots in the Community Scheme are required to comply with the Community Management Statement.
- (d) Nothing in these by-laws entitles the owners corporation, an Owner or an Occupier not to comply with the Community Management Statement.
- (e) An Owner or Occupier must not do anything that would cause the owners corporation not to comply with the Community Management Statement.
- (f) If a by-law or a part of a by-law in this instrument is inconsistent with the Community Management Statement, the Community Management Statement prevails to the extent of any such inconsistency.
- (g) The owners corporation has the power to and must appoint a Representative to attend meetings of the Community Association.

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3 THE COMMITTEE AND THE STRATA MANAGEMENT STATEMENT

- (a) The Committee manages the Building according to the Strata Management Statement.
- (b) The Committee, the owners corporations in the Building and the owners and occupiers of lots in the Building are required to comply with the Strata Management Statement.
- (c) Nothing in these by-laws entitles the owners corporation, an Owner or an Occupier not to comply with the Strata Management Statement.
- (d) An Owner or Occupier must not do anything that would cause the owners corporation not to comply with the Strata Management Statement.
- (e) If a by-law or part of a by-law in this instrument is inconsistent with the Strata Management Statement, the Strata Management Statement prevails to the extent of any such inconsistency.
- (f) The owners corporation has the power to and must appoint a Representative to attend meetings of the Committee.

4 DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY

An Owner or Occupier must not, except with the prior approval of the owners corporation damage any lawn, garden tree, shrub, plant or flower on Common Property.

5 DAMAGE TO COMMON PROPERTY

- (a) An Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, anything that forms part of Common Property except with the prior approval of the owners corporation.
- (b) An approval given by the owners corporation under **by-law 5(a)** cannot authorise any additions to Common Property.
- (c) This **by-law 5** does not prevent an Owner or person authorised by an Owner from installing:
 - (i) any locking or other safety device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot;
 - (ii) any screen or other device to prevent entry of animals or insects into the Owner's Lot, provided that any screen installed is consistent and compatible with the framing device of the relevant window;
 - (iii) any structure or device to prevent harm to children; or
 - (iv) any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot.

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- (d) Any locking or other safety device, screen, structure or device referred to in **by-law 5(c)** must:
 - (i) be approved by the Community Association if its approval is required under the Community Management Statement;
 - (ii) comply with the Architectural Code;
 - (iii) comply with any guidelines and aesthetic standards prescribed by the Community Association or the owners corporation from time to time in connection with its appearance and installation, if applicable;
 - (iv) be installed in a competent and proper manner;
 - (v) in the case of a deadlock, be installed by an authorised locksmith and comply with minimum requirements from time to time of any relevant Authority and be approved by the fire systems certifier appointed by the owners corporation; and
 - (vi) have an appearance after it has been installed in keeping with the appearance of the rest of the Strata Building.
- (e) Despite section 62 of the Strata Management Act, the Owner of a Lot must:
 - (i) maintain and keep in a state of good and serviceable repair any locking or other safety device, screen, structure or device referred to in **by-law 5(c)** that forms part of Common Property and that services that Lot; and
 - (ii) repair any damage caused to any part of Common Property by the installation or removal of any locking or other safety device, screen, structure or device referred to in **by-law 5(c)** that forms part of Common Property and that services that Lot.
- (f) The operation of this **by-law 5** is subject to specific rights under any other by-law.

6 OWNERS AND OCCUPIERS ARE RESPONSIBLE FOR OTHERS

- (a) An Owner or Occupier must take all reasonable steps to ensure that any person on the Strata Parcel with their express or implied consent:
 - (i) complies with the Community Management Statement, the Strata Management Statement, these by-laws and any applicable Rules;
 - (ii) leaves the Strata Parcel if they do not comply as required by **by-law 6(a)(i)**; and
 - (iii) does not do anything an Owner or Occupier are not themselves entitled to do under the Community Management Statement, the

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Strata Management Statement, these by-laws or any applicable Rules, including behave in a manner likely to interfere with the peaceful enjoyment of another Owner or Occupier or any other person lawfully on Common Property.

- (b) If an Owner or Occupier leases or licenses their Lot, or part of their Lot, the Owner or Occupier must:
 - (i) give their tenant or licensee a copy of the Community Management Statement, the Strata Management Statement, these by-laws and any applicable Rules;
 - (ii) take reasonable steps to ensure the tenant or licensee and their visitors comply as required by **by-law 6(a)(i)** or leave the Strata Parcel; and
 - (iii) take all action reasonably available to them, including action under the lease or licence agreement, to ensure the tenant or licensee and their visitors comply with as required by **by-law 6(a)(i)** or leave the Strata Parcel.
- (c) An Owner or Occupier must accompany its invitees whilst in the Strata Building at all times other than when those invitees are entering or leaving the Strata Building.

7 APPEARANCE OF LOT

- (a) An Owner or Occupier must not, except with the prior approval 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 Strata Building.
- (b) Any window covering or glass door covering must comply with the Architectural Code.

8 USE OF LOT

An Owner or Occupier must not use the Lot for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the good reputation of the Strata Scheme.

9 CARRYING OUT BUILDING WORK ON A LOT

- (a) The owners corporation approves an Owner carrying out building work on its Lot including the installation of a toilet, a basin, a bathroom, a kitchen and other items forming part of the general fit-out of a Lot, and on so much of Common Property, the use of which is reasonably necessary for the carrying

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out of the building work (**Affected Common Property**), on the following conditions:

- (i) the Owner must satisfy the owners corporation that the building work complies with the Architectural Code, if required by the owners corporation;
 - (ii) the Owner must indemnify the owners corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of, or injury to, any person arising out of the carrying out of the building work contemplated by this **by-law 9** and the use of the result of the building work;
 - (iii) neither the carrying out of the building work nor the use of the result of the building work:
 - (A) damages, interferes with or interrupts any service lines, pipes or conduits whether Common Property or otherwise;
 - (B) damages or interferes with any Common Property that is a part of a wall or any other boundary between Lots;
 - (C) damages or interferes with any waterproofing of other membrane whether Common Property or otherwise;
 - (D) detrimentally affects the acoustic insulation or the fire protection integrity of the building elements (walls, floors, ceilings and the like) surrounding the Lot; or
 - (E) voids any warranties that the owners corporation or another Owner or Occupier is entitled to;
 - (iv) if any exhaust system is to be installed, including a kitchen exhaust hood, its size and type must be certified as appropriate by a qualified mechanical consultant;
 - (v) the owners corporation is to continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair **Affected Common Property**, except for anything added to Common Property; and
 - (vi) the Owner must obtain the consent of all Authorities whose consent is required by law.
- (b) An Owner desiring to exercise rights under this **by-law 9** must:
- (i) before doing any building work:
 - (A) give notice to the owners corporation;

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- (B) ascertain from the Facilities Manager or, if there is no Facilities Manager, the Strata Manager, where service lines, pipes and conduits are located;
 - (C) arrange with the Facilities Manager or, if there is no Facilities Manager, the Strata Manager suitable times and means by which access to the Building may be obtained;
 - (D) if the owners corporation so requests provide a certificate from a structural engineer or a services engineer or both that the proposed work will not have any adverse effect on Common Property or any Lot;
 - (E) if the owners corporation so requests, provide evidence of such insurances as the owners corporation reasonably requires in connection with the building work to be carried out; and
 - (F) provide copies of all relevant Authority approvals required by law to the owners corporation.
- (ii) comply with the reasonable requirements of the Facilities Manager or, if there is no Facilities Manager, the Strata Manager, about the times and means by which access to the Building is obtained and the building work is carried out;
 - (iii) only use qualified, reputable and, where appropriate, licensed contractors who have been approved by the owners corporation;
 - (iv) ensure that tradespeople and any persons involved in doing the building work comply with the reasonable requirements of the Facilities Manager or, if there is no Facilities Manager, the Strata Manager, about the times and means by which access to the Building is obtained and the building work is carried out;
 - (v) not damage Common Property, including service lines, pipes or conduits or interfere with, or interrupt them or any of them;
 - (vi) do the building work properly and to the reasonable satisfaction of any relevant Authority and, in respect of any Affected Common Property, to the reasonable satisfaction of the owners corporation;
 - (vii) comply with the consent of any relevant Authority;
 - (viii) repair any damage caused to Common Property or the property of another Owner or Occupier;
 - (ix) cause as little disturbance as is reasonably practicable to the Owners and Occupiers of other Lots; and

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- (x) at the completion of the building work, if the owners corporation so requests, provide a certificate from a qualified consultant, or consultants, that neither the carrying out of the building work nor the use of the result of the building work has:
 - (A) damaged or interfered with, or will damage or interfere with, any service lines, pipes or conduits whether Common Property or otherwise;
 - (B) damaged or interfered with, or will damage or interfere with, any Common Property that is part of a wall or any other boundary between Lots;
 - (C) damaged or interfered with, or will damage or interfere with, any waterproofing or other membrane whether Common Property or otherwise; and
 - (D) detrimentally affected, or will detrimentally affect, the acoustic insulation or the fire protection integrity of the building elements (walls, floors, ceilings and the like) surrounding the Lot; and
- (xi) The owners corporation may, for the purposes of this by-law 9 at any time prescribe the days and hours of the day during which access to the Strata Building may be obtained for the carrying out of building work.

10 CHANGING NON STRUCTURAL WALLS

- (a) An Owner may:
 - (i) alter or remove non structural walls in its Lot; and
 - (ii) make openings in a Common Property wall between 2 Lots owned by that Owner on the following conditions:
 - (A) the Owner must satisfy the owners corporation that the building work complies with the Architectural Code, if required by the owners corporation;
 - (B) the Owner must indemnify the owners corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of, or injury to any person arising out of the carrying out of the building work contemplated by this **by-law 10** and the use of the result of the building work;
 - (C) neither the carrying out of the building work nor the use of the result of the building work:

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- (I) damages, interferes with or interrupts any service lines, pipes or conduits whether Common Property or otherwise;
 - (II) damages or interferes with any waterproofing or other membrane, whether Common Property or otherwise; or
 - (III) voids any warranties that the owners corporation or another Owner or Occupier are entitled to;
- (D) the owners corporation is to continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair Common Property, the use of which is reasonably necessary for the carrying out of the building work, except for anything added to Common Property; and
- (E) the Owner must obtain the consent of all Authorities whose consent is required by law.
- (b) An Owner desiring to exercise rights under this **by-law 10** must:
- (i) before doing any building work:
 - (A) give notice to the owners corporation;
 - (B) arrange with the Facilities Manager or, if there is no Facilities Manager, the Strata Manager suitable times and means by which access to the Strata Building may be obtained;
 - (C) ascertain from the Facilities Manager or, if there is no Facilities Manager, the Strata Manager where service lines, pipes and conduits are located;
 - (D) if the owners corporation so requests provide a certificate from a structural engineer or an architect that the proposed building work will not have any adverse effect on Common Property or any Lot;
 - (E) if the owners corporation so requests, provide evidence of such insurances as the owners corporation requires in connection with the building work to be carried out; and
 - (F) provide copies of all relevant Authority approvals required by law to the owners corporation;
 - (ii) comply with the reasonable requirements of the Facilities Manager or, if there is no Facilities Manager, the Strata Manager about the time and means by which access to the Strata Building is obtained and the building work is to be carried out;

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- (iii) only use qualified, reputable and, where appropriate licensed contractors who have been approved by the owners corporation;
- (iv) ensure that tradespeople and any persons involved in doing the building work comply with the reasonable requirements of the Facilities Manager or, if there is no Facilities Manager, the Strata Manager about the times and means by which access to the Strata Building is obtained and the building work is carried out;
- (v) not damage Common Property, including service lines, pipes or conduits or interfere with or interrupt them or any of them;
- (vi) do the building work properly and to the reasonable satisfaction of the owners corporation and any relevant Authority;
- (vii) comply with the consent of any relevant Authority;
- (viii) repair any damage caused to Common Property or the property of another Owner or Occupier;
- (ix) cause as little disturbance as is reasonably practicable to the Owners and Occupiers of other Lots; and
- (x) at the completion of the building work, if the owners corporation so requests, provide a certificate from a qualified consultant, or consultants, that neither the carrying out of the building work nor the use of the result of the building work has:
 - (A) damaged or interfered with, or will damage or interfere with, any service lines, pipes conduits whether Common Property or otherwise; and
 - (B) damaged or interfered with, or will damage or interfere with, any waterproofing membrane or other membrane installed in Common Property or otherwise.
- (c) The owners corporation may, for the purposes of this **by-law 10** from time to time prescribe the days and hours of the day during which access to the Strata Building may be obtained for the carrying out of building work.
- (d) The owners corporation is not responsible for, and is not required to reinstate, any wall that has been altered or removed by an Owner.

11 CARRYING OUT MINOR WORK ON COMMON PROPERTY

- (a) An Owner or an Occupier (with the Owner's prior approval), may do minor building work or make minor alterations to the interior of Common Property enclosing the Lot (for example, attach anything to Common Property or put nails or screws into Common Property walls) which has no material adverse effect on Common Property.

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- (b) An Owner must not remove or alter any structural wall, except with the prior approval of the owners corporation and in compliance with the Strata Management Act.
- (c) An Owner or Occupier must not affix any lattice or grille to any part of the Owner's Lot that is visible from outside that Lot without the prior approval of the Community Association and the owners corporation.

12 REFURBISHMENT OF COMMON PROPERTY

In addition to its powers under the Strata Management Act and under other by-laws, the owners corporation has the power to Refurbish Common Property.

13 AIR CONDITIONING SYSTEM

The Owner of a Lot, where an Air Conditioning System exclusively servicing the Lot is partly in the Lot and partly in Common Property or is wholly in Common Property, has the right of exclusive use and enjoyment of and a special privilege in respect of that Air Conditioning System on the following conditions:

- (a) the Owner indemnifies the owners corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this **by-law 13** and the use of the Air Conditioning System;
- (b) the Owner must comply with all requirements of any Authority in connection with the Air Conditioning System;
- (c) the Owner is responsible for the running costs of the Air Conditioning System;
- (d) the Owner is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Air Conditioning System;
- (e) the Owner is responsible for the renewal or replacement of the Air Conditioning System, if necessary; and
- (f) the owners corporation is to continue to be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Common Property contiguous to the Air Conditioning System.

14 MECHANICAL VENTILATION SYSTEM

The Owner of a Lot where a Mechanical Ventilation System exclusively servicing the Lot is partly in the Lot and partly in Common Property or is wholly in Common Property, has the right of exclusive use and enjoyment of and a special privilege in respect of that Mechanical Ventilation System on the following conditions:

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- (a) the Owner indemnifies the owners corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this **by-law 14** and the use of the Mechanical Ventilation System;
- (b) the Owner complies with all requirements of any Authority in connection with the Mechanical Ventilation System;
- (c) the Owner is responsible for the running costs of the Mechanical Ventilation System;
- (d) the Owner is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Mechanical Ventilation System;
- (e) the Owner is responsible for the renewal or replacement of the Mechanical Ventilation System, if necessary; and
- (f) the owners corporation is to continue to be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Common Property contiguous to the Mechanical Ventilation System.

15 RULES

- (a) In addition to its powers under the Strata Management Act and under other by-laws, the owners corporation has the power under this **by-law 15** to make rules about the control, management, operation, use and enjoyment of the Strata Parcel generally and Common Property or a part of it, in particular (**Rules**).
- (b) The owners corporation may vary Rules at any time.
- (c) If a Rule is inconsistent with the Community Land Management Act, Strata Management Act, Community Management Statement, Strata Management Statement, any by-law in this instrument or a requirement of an Authority, the Community Land Management Act, Strata Management Act, Community Management Statement, Strata Management Statement, by-law in this instrument or requirement of an Authority, as the case may be, prevail to the extent of the inconsistency.
- (d) Rules bind an Owner and Occupier and any person on the Strata Parcel with the express or implied consent of an Owner or Occupier or the owners corporation.

16 AGREEMENT WITH FACILITIES MANAGER

- (a) In addition to its powers under the Strata Management Act, the owners corporation has the power under this **by-law 16** to appoint and enter into an agreement (**Facilities Management Agreement**) with an appropriately qualified person (**Facilities Manager**) to provide facilities management, asset

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maintenance, contract management, operational services and do anything else that the owners corporation agrees is necessary for the management and operation of the Strata Parcel or the Strata Scheme, at a fee.

- (b) The owners corporation has the power to grant the Facilities Manager exclusive use of part of the Common Property.

17 ADVERTISING, SELLING AND LEASING ACTIVITIES

- (a) An Owner or Occupier must not, except with the prior approval of the owners corporation, erect, display, affix or exhibit in the Strata Parcel any Advertising visible from any Lot or the Common Property or from outside the Strata Parcel.
- (b) Frasers City Quarter can, without obtaining the approval of the owners corporation, erect, display, affix or exhibit Advertising on the Common Property, or on any Lot of which Frasers City Quarter is the Owner or Occupier, in connection with Selling and Leasing Activities.
- (c) In erecting, displaying, affixing or exhibiting Advertising in accordance with **by-law 17(b)**, Frasers City Quarter must:
 - (i) use reasonable endeavours to ensure that Owners or Occupiers are caused as little inconvenience as is reasonably practicable; and
 - (ii) cause any damage resulting from the Advertising to be repaired on a timely basis and in a good workmanlike manner.
- (d) Frasers City Quarter can, without obtaining the approval of the owners corporation, use any Lot of which Frasers City Quarter is the Owner or Occupier, as a display unit in connection with Selling and Leasing Activities.
- (e) Frasers City Quarter can, without obtaining the approval of the owners corporation, hold events and functions in connection with Selling and Leasing Activities on the Common Property, or on any Lot of which Frasers City Quarter is the Owner or Occupier.

18 CARE OF LANDSCAPED AREAS AND PLANTER BOXES

- (a) An Owner or Occupier whose Lot includes a landscaped area or planter boxes on the boundary of the Lot or a Balcony adjoining or within the Lot must ensure that:
 - (i) so far as is practicable any grass and plants in the landscaped area or a planter box are maintained in a healthy and vigorous condition;
 - (ii) any grass or plant which is damaged, diseased or dies is promptly replaced, where practicable, with grass or a plant of the same species and similar size or with another plant as agreed with the owners corporation;

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- (iii) the planter box is properly maintained and kept in a state of good repair in accordance with the directions given by the owners corporation from time to time;
 - (iv) the protective membrane located beneath the planter box is not interfered with or damaged;
 - (v) in watering plants on any Balcony adjoining the Lot, an Owner or Occupier must be careful not to detrimentally affect Common Property or any other Lot and will not have a mechanical watering system installed on a Lot; and
 - (vi) the planter box is of a type approved by the Community Association and the owners corporation.
- (b) If an Owner or Occupier fails to comply with this **by-law 18** the owners corporation may give notice requiring compliance.
- (c) If an Owner or Occupier fails to comply with a notice given under this **by-law 18**, the owners corporation or the Facilities Manager, if one has been appointed, may at the expense of the Owner or Occupier, carry out works reasonably necessary to ensure compliance with this **by-law 18**.
- (d) Any expense incurred by the owners corporation or the Facilities Manager under this **by-law 18** is recoverable as a debt against the Owner or Occupier in a court or tribunal of competent jurisdiction.

19 EMERGENCY COMMITTEE

- (a) The executive committee of the owners corporation how the power to establish an emergency management committee for the Strata Building (**Emergency Committee**).
- (b) If established, the Emergency Committee must:
- (i) nominate so many of the Owners or Occupiers that they determine, acting reasonably, are adequate to be trained as fire wardens for the Strata Building (**Wardens**); and
 - (ii) ensure that the Wardens are trained in accordance with the requirements of the relevant Authority in:
 - (A) assisting with the orderly and effective evacuation of the Strata Building during an emergency; and
 - (B) the correct and effective use of the portable fire extinguishers located around the Strata Building under real fire conditions.

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20 OCCUPATIONAL, HEALTH AND SAFETY

An Owner or Occupier of a Lot must not create any hazard that may breach occupational health and safety standards. This by-law refers to occupational health and safety standards referable to Australian Standards or under the provisions of the *Occupational Health and Safety Act 2000 (NSW)*.

21 PROVISION OF AMENITIES OR SERVICES

- (a) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots:
- (i) security;
 - (ii) window cleaning;
 - (iii) garbage disposal and recycling services;
 - (iv) electricity, water or gas supply;
 - (v) telecommunication services (for example, cable television); and
 - (vi) other essential services.
- (b) If the owners corporation makes a resolution referred to in **by-law 21(a)** to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the resolution the amount payable for the amenity or service or the basis on which that amount is calculated and the conditions on which, it will provide the amenity or service.

22 OUTDOOR FURNITURE AND OTHER ITEMS

- (a) An Owner or Occupier must not place or maintain outdoor furniture, garden or planter boxes, pot plants, recreational equipment or barbecues on the Balcony of a Lot unless:
- (i) it is of a type approved by the Community Association and the owners corporation;
 - (ii) the item will not cause damage to a Lot or Common Property; and
 - (iii) the item is not dangerous,

and then only in such a location that any item will not fall or be capable of falling or being blown by the wind off the Balcony, or otherwise cause a hazard to people or property.

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- (b) The owners corporation may require an Owner or Occupier, at the Owner's cost, to remove items from a Balcony that are not Common Property and replace them so that the owners corporation may inspect, repair or replace Common Property.

23 SECURITY KEYS AND ALARMS

- (a) The owners corporation must make available to Owners and Occupiers not less than one set of Security Keys necessary to enable Owners and Occupiers to access the Strata Building for the purpose of passing over Common Property and car parking driveways as necessary to access their Lot.
- (b) The owners corporation may charge a fee or request a bond for the provision of more than one set of Security Keys.
- (c) Each Owner and Occupier to whom a Security Key is made available must comply with **by-law 30** of the Community Management Statement.
- (d) The owners corporation must not unreasonably withhold approval to an application to an Owner or Occupier to install a security alarm on their Lot if:
 - (i) the alarm has "back to base" facilities;
 - (ii) the alarm is silent; and
 - (iii) the alarm does not have flashing lights.

24 AREA FOR USE BY COMMITTEE'S FACILITIES MANAGER

In addition to its powers under the Strata Management Act and in order to give effect to clause 45 of the Strata Management Statement, the owners corporation has the power under this by-law 24 to and must, as soon as reasonably practicable after being requested by the Committee to do so, do all things necessary to enter into an Occupation Agreement with the Committee's Facilities Manager.

25 RESTRICTING ACCESS

The owners corporation may for security reasons or effective control and management of the Strata Building:

- (a) close off or restrict access to parts of Common Property which are not required for access to any Lot except those parts of Common Property if any, that are subject to an easement for public access; and
- (b) restrict by security device access to levels in the Strata Building where an Owner and Occupier does not own or occupy a Lot or have exclusive use rights over Common Property.

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26 CAR PARKING SPACES

- (a) If a Lot comprises a space for car parking, such space (**Car Parking Space**) must only be used for the parking of registered and operational motor vehicles and motor cycles and must not be used for any other purpose, including:
 - (i) as a storage area;
 - (ii) for the washing of vehicles or equipment;
 - (iii) for the carrying out of mechanical or other repairs; or
 - (iv) to park boats, caravans or trailers.
- (b) An Owner or Occupier must not, except with the prior approval of the owners corporation, install or erect any storage facility, whether fixed or moveable, within a Car Parking Space.
- (c) A Car Parking Space must not, except with the prior approval of the owners corporation, be enclosed.
- (d) The owners corporation is not responsible for:
 - (i) anything stolen from a Car Parking Space; or
 - (ii) damage to a motor vehicle, a motor cycle or anything else in a Car Parking Space, including, damage to a motor vehicle or a motor cycle entering or leaving the Car Parking Space.

27 FIRE SAFETY REQUIREMENTS

- (a) In order to comply with the relevant Australian Standard at the date of registration of the Strata Plan, an Owner or Occupier whose Lot comprises a space for the storage of items (**Storage Space**) must not store items within 500 mm of any fire sprinkler heads within the Storage Space.
- (b) An Owner or Occupier, once notified by the owners corporation, must comply with any changes to the relevant Australian Standard referred to in **by-law 27(a)**.

28 DESIGNATED MATTERS

- (a) The owners corporation must:
 - (i) if Frasers City Quarter serves notice requiring the owners corporation to do so, vote in favour of any motion in connection with a resolution of the Committee to implement or give effect to or which otherwise beneficially affects any of the Designated Matters or which is of assistance to Frasers City Quarter in the carrying out of the Designated Matters; and

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- (ii) if Frasers City Quarter serves notice requiring the owners corporation to do so, vote against any motion in connection with a resolution of the Committee which, if passed, would delay, hinder or prevent the implementation of or giving effect to or which would otherwise detrimentally affect the Designated Matters or which is not of assistance to Frasers City Quarter in the carrying out of the Designated Matters.
- (b) This **by-law 28** ceases to apply from the date 2 years after registration of the Strata Plan.

29 EXTERNAL FLOORING

- (a) An Owner is responsible, at its expense, for the proper maintenance of and keeping in a state of good and serviceable repair any External Flooring within its Lot (**Affected Lot**).
- (b) An Owner must not, except with the prior approval of the owners corporation, remove or replace External Flooring or otherwise interfere with, or damage, the protective membrane located beneath External Flooring.
- (c) An Owner of an Affected Lot must indemnify the owners corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of, or injury to, any person arising out the Owner's failure to comply with this **by-law 29**.

30 EXTERNAL SCREENING DEVICES

- (a) Unless otherwise indicated on the Strata Plan, External Screening Devices are Common Property and are to be maintained by the owners corporation;
- (b) An Owner or Occupier whose Lot is serviced by an External Screening Device must only operate the External Screening Device in the manner for which it was designed; and
- (c) An Owner or Occupier must not, except with the prior approval of the owners corporation, remove, replace, damage or otherwise interfere with an External Screening Device.

31 EXCLUSIVE USE AREA – COMMERCIAL AREA

The Owner of lot 179 in the Strata Plan has the right of exclusive use and enjoyment of the area shown as (g) on the Strata Plan (**Commercial Area**), on the following conditions:

- (a) subject to **by-law 31(b)**, the Owner must not erect permanent structures in the Commercial Area without the prior approval of the owners corporation;

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- (b) the Owner may erect signage in the Commercial Area but the signage must comply with the Architectural Code;
- (c) the Owner must not damage, remove, replace or otherwise interfere with any landscaping or other improvements in the Commercial Area without the prior approval of the owners corporation;
- (d)
 - (i) the Owner must keep the Commercial Area clean and tidy; and
 - (ii) the owners corporation must otherwise continue to be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Commercial Area, including maintaining any landscaping in this area;
- (e) the Owner must comply with all requirements of any Authority in connection with use of the Commercial Area;
- (f) the Owner must comply with any directions of the Committee or the owners corporation in relation to providing access to the Commercial Area for the purposes of:
 - (i) carrying out maintenance to the Building; or
 - (ii) any other purpose determined by the Committee or the owners corporation acting reasonably;
- (g) the Owner releases the owners corporation from all claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this **by-law 31** and the use of the Commercial Area except to the extent that they are caused or contributed to by the wilful or negligent act or omission of the owners corporation; and
- (h) the Owner indemnifies the owners corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this **by-law 31** and the use of the Commercial Area except to the extent they are caused or contributed to by the wilful or negligent act or omission of the owners corporation.

32 EXCLUSIVE USE AREAS – TERRACE AREAS

The Owner of a Lot specified in Column 1 of the table to this **by-law 32 (Table)** has the right of exclusive use and enjoyment of the area or areas specified in the adjacent row in Column 2 of the Table and shown on the Strata Plan (**Terrace Area**), on the following conditions:

- (a) the Owner must comply with any directions of the Committee or the owners corporation in relation to providing unobstructed access to the Terrace Area for the purposes of:

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- (i) carrying out maintenance to the Building; or
 - (ii) any other purpose determined by the Committee or the owners corporation acting reasonably;
- (b) the Owner must comply with all requirements of any Authority in connection with the use of the Terrace Area;
 - (c) the Owner must be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Terrace Area and any Common Property within it;
 - (d) the Owner must not erect fixtures in the Terrace Area;
 - (e) the Owner releases the owners corporation from all claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this **by-law 32** and the use of the Terrace Area except to the extent that they are caused or contributed to by the wilful or negligent act or omission of the owners corporation; and
 - (f) the Owner indemnifies the owners corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this **by-law 32** and the use of the Terrace Area except to the extent they are caused or contributed to by the wilful or negligent act or omission of the owners corporation.

Table to By-law 32

| Column 1 | Column 2 |
|------------|----------------------|
| Lot number | Exclusive Use Area/s |
| 155 | (a) |
| 168 | (c) |
| 172 | (d) |
| 174 | (e) |
| 176 | (f) |

33 EXCLUSIVE USE AREAS – LOT ENTRY AREAS

The Owner of a Lot specified in Column 1 of the table to this **by-law 33 (Table)** has the right of exclusive use and enjoyment of, and a special privilege in relation to, the area specified in the adjacent row in Column 2 of the Table and shown on the Strata Plan (**Entry Area**), on the following conditions:

- (a) (i) the Owner must:
 - (A) keep the Entry Area clean and tidy; and

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- (B) be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, any entry gate or barrier erected in or contiguous to the Entry Area;
- (ii) the owners corporation must otherwise continue to be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Entry Area and any Common Property in or contiguous to the Entry Area;
- (b) the Owner must comply with any directions of the owners corporation in relation to providing unobstructed access to the Entry Area for the purposes of:
 - (i) carrying out maintenance to Common Property; or
 - (ii) any other purpose determined by the owners corporation acting reasonably;
- (c) the Owner must comply with all requirements of any Authority in connection with the use of the Entry Area;
- (d) subject to **by-law 33(e)**, the Owner must not damage, remove, replace, add to or otherwise interfere with any Common Property in or contiguous to the Entry Area without the prior approval of the owners corporation;
- (e) subject to obtaining the prior approval of the owners corporation, which must not be unreasonably withheld, the Owner may furnish and decorate the Entry Area and the Common Property walls within the Entry Area;
- (f) the Owner releases the owners corporation from all claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this **by-law 33** and the use of the Entry Area except to the extent that they are caused or contributed to by the wilful or negligent act or omission of the owners corporation; and
- (g) the Owner indemnifies the owners corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this **by-law 33** and the use of the Entry Area except to the extent they are caused or contributed to by the wilful or negligent act or omission of the owners corporation.

Table to By-law 33

| Column 1 | Column 2 |
|-------------------|---------------------------|
| Lot number | Exclusive Use Area |
| 155 | (h) |
| 168 | (j) |
| 172 | (k) |
| 176 | (l) |

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ATTACHMENT 1

1 The creation, entering into, making, granting or dedication of:

- (a) easements, restrictions on use and positive covenants;
- (b) leases, agreement and arrangements;
- (c) rights and privileges; and
- (d) land

by the Community Association, the owners corporation, Frasers City Quarter or any other person.

2 The cancellation or variation of:

- (a) easements, restrictions on use or positive covenants;
- (b) leases, agreement or arrangements; or
- (c) rights and privileges

by the Community Association, the owners corporation, Frasers City Quarter or any other person.

3 As required by the relevant energy authority:

- (a) the construction within Common Property or elsewhere in Trio or the Community Parcel of one or more electricity substations (**Substation Premises**);
- (b) the grant to the relevant energy authority by the Community Association, the owners corporation, Frasers City Quarter or any other person of a lease of the Substation Premises; and
- (c) the grant to the relevant energy authority by the Community Association, the owners corporation, Frasers City Quarter or any other person of easements and other rights and privileges in connection with the Substation Premises.

4 The carrying out of the Development Activities.

In this paragraph **Development Activities** means:

- (a) any form of demolition work, excavation work or landscaping work in Trio;
- (b) any form of building work or work ancillary to or associated with building work in Trio including the installation of services;
- (c) any form of work other than the forms of work referred to in paragraphs (a) and (b) above that is considered necessary or desirable by Frasers City Quarter;

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- (d) the subdivision of land forming part of Trio;
 - (e) the conversion of a Community Development Lot to Community Property; and
 - (f) the dedication of land forming part of the Community Parcel.
- 5 Until Frasers City Quarter completes the sale of all land forming part of Trio, Frasers City Quarter and persons authorised by Frasers City Quarter may:
- (a) conduct Selling and Leasing Activities in and about the Community Parcel; and
 - (b) place and maintain in and about the Community Parcel:
 - (i) signs of all kinds in connection with those selling and leasing activities; and
 - (ii) offices and other facilities for sales people.
- 6 Issues arising out of the management of:
- (a) the Community Scheme;
 - (b) Building; and
 - (c) the Strata Scheme.
- 7 The creation of rules by:
- (a) the Community Association;
 - (b) the Committee; and
 - (c) the Owners Corporation.
- 8 The operation of:
- (a) By-laws;
 - (b) the Community Management Statement;
 - (c) the Strata Management Statement; and
 - (d) rules created by:
 - (i) the Community Association;
 - (ii) the Committee; and
 - (iii) the Owners Corporation.

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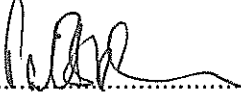
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- 9 The variation of:
 - (a) By-laws;
 - (b) the Community Management Statement;
 - (c) the Strata Management Statement; and
 - (d) rules created by:
 - (i) the Community Association;
 - (ii) the Committee; and
 - (iii) the Owners Corporation.
- 10 The appointment of a Representative.
- 11 Issues in connection with the entering into and operation of:
 - (a) the Committee's agreement with a Facilities Manager; or
 - (b) the Owners Corporation's agreement with a Facilities Manager.
- 12 The production of the certificate of title for the Common Property at the Department of Lands to enable registration of a strata plan, to effect severance of a Lot from the Strata Scheme or to record registration of an instrument or other dealing.
- 13 The production of the certificate of title for the Community Property at the Department of Lands at any time to enable registration of a community plan of subdivision, to effect the severance of a community development lot from the Community Scheme or to record registration of a dealing or other instrument.
- 14 Obtaining approval by Council of development of any part of Trio.
- 15 Attaching structures and services to structures and services previously constructed or installed and the construction and installation of further services in or on Community Property by Frasers City Quarter or another person.

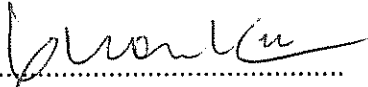
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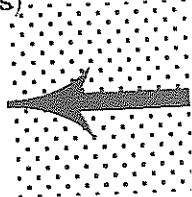
EXECUTED by FRASERS CITY)
QUARTER PTY LTD (ACN 119 168 884) in)
accordance with section 127 of the)
Corporations Act:)


.....
Signature of Director


PAUL BARBER
.....
Name of Director (block letters)


.....
Signature of Director/Secretary

Kwok Kee Leong
.....
Name of Director/Secretary (block letters)



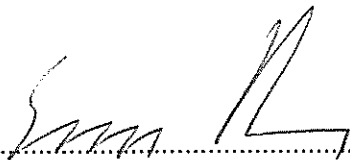
SIGNED SEALED AND DELIVERED by)
SEAN KEVIN O'NEILL)
as attorney for NATIONAL AUSTRALIA)
BANK LIMITED (ACN 004 044 937))
under registered power of attorney)
Book 4512 No. 39)
dated *30 September 2009* in the)
presence of:)


.....
Signature of witness

BENJAMIN EVANS

.....
Name of witness (block letters)

Level 24, 255 George Street Sydney
.....
Address of witness (block letters)


.....

By executing this instrument the attorney
states that the attorney has received no
notice of revocation of the power of attorney

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REGISTERED



28.10.2009

STRATA PLAN 82907

Attention is directed to the strata scheme by-laws filed with the strata plan.

Registered dealings

| DEALING NO. | DATE OF MEETING | BY-LAW NO. | DESCRIPTION |
|--------------------|------------------------|-------------------|--|
| AH187482 | 6 Aug 2012 | 34 | Service of documents on owner of lot by OC |
| AJ556474 | 26 May 2015 | By-law 26.1 | Regulating parking on CP |
| | | | |

Ref: /Src:A
 Form: 15CB
 Release: 2.0
 www.lands.nsw.gov.au

CHANGE OF BY-LAW
 New South Wales
 Real Property Act 1900



AJ556474W

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to publish information by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

| | | |
|--------------------------|-------------------------|---|
| (A) TORRENS TITLE | For the common property | |
| | CP/SP 82907 | |
| (B) LODGED BY | Document Collection Box | Name, Address or DX and Telephone |
| | 1W | Dynamic Property Services DX 11643 SYDNEY DOWNTOWN Ph: 02 9267 6334 Reference: Margaret Curtin |
| | | CODE CB |

(C) The Owners-Strata Plan No. 82907 certify that pursuant to a resolution passed on 26 May 2015 and in accordance with the provisions of section No. 47 of the Strata Schemes Management Act 1996

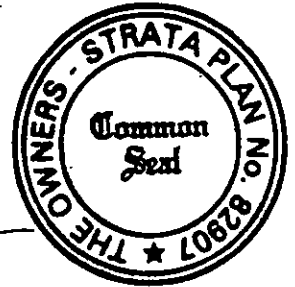
(D) the by-laws are changed as follows—

(E) ~~Repealed by law No.~~
 Added by-law No. By-law no 26.1
~~Amended by-law No.~~
 as fully set out below:

SEE ANNEXURE

The Common Seal of the Owners S.P.82907 was hereunto affixed on 27 May 2015 in the presence of Dynamic Property Services P/L being the person(s) authorised by Section 238 of the Strata Schemes Management Act, to attest the affixing of the seal.

SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD (ABN 67 002 006 760) by its attorney LISA BRANSON duly appointed by Power of Attorney dated 11 April 2011 and who hereby states that she has not received any notice of the revocation of such Power of Attorney. (Registered Book 4611 Number 45)



[Handwritten signature]

(F) The common seal of the Owners-Strata Plan No. 82907 was affixed on 27 May 2015 in the presence of—

Signature(s): *[Handwritten signature]*
 (of witness)

Name(s): Vanessa Haddad Level 5, 162 Goulburn St SYDNEY NSW 2010
 being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

(G) **COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996**

I certify that _____ has approved the change of by-laws set out herein.

Signature of authorised officer:
 Name of authorised officer: _____ Position of authorised officer: _____

STRATA PLAN 82907
ANNEXURE

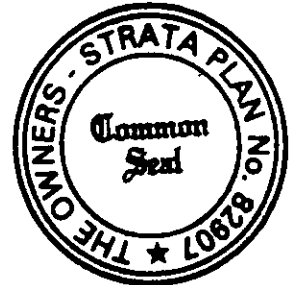
By-law No. 26.1

26.1. REGULATION OF PARKING ON COMMON PROPERTY

- (a) The Owners Corporation and each Owner and Occupier must comply with By-law 31 in the Community Management Statement regulating parking on Common Property in the Strata Scheme.
- (b) The provisions of By-law 31 in the Community Management Statement apply to, and may be enforced in relation to, the Strata Scheme as if it were separately adopted by the Owners Corporation and registered as a by-law in respect of the Strata Scheme.
- (c) Without limiting clause 26A(a) and (b) of this by-law, the Owners Corporation and each Owner and Occupier have, in respect of the Strata Scheme, the powers, rights, obligations, duties and liabilities set out in clauses 31.6 to 31.17 inclusive in the Community Management Statement.

The Common Seal of the Owners – **The Owners--Strata Plan 82907** was hereunto affixed on 27 May 2015 in the presence of Dynamic Property Services Pty Ltd being the person(s) authorised by section 238 of the *Strata Schemes Management Act 1996* to attest the fixing of the seal.

SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD (ABN 62 002 006 760) by its attorney LISA BRANSON duly appointed by Power of Attorney dated 11 April 2011 and who hereby states that she has not received any notice of the revocation of such Power of Attorney. (Registered Book 4611 Number 45)



Signature of witness: 

Name(s): Vanessa Haddad, Level 5, 162 Goulburn St, Surry Hills NSW 2010



Form: 21CSM
 Release: 2.0
 www.lands.nsw.gov.au

**AMENDMENT OF
 MANAGEMENT STATEMENT**

AI755442B

New South Wales
 Section 39
 Community Land Development Act 1989

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

| |
|----------|
| 1/270241 |
|----------|

(B) **LOGGED BY**

| Document Collection Box | Name, Address or DX and Telephone | CODE |
|-------------------------|--|------|
| 1W | Dynamic Property Services DX 11643 SYDNEY DOWNTOWN Ph: 02 9267 6334 Reference: Lisa Branson | CS |

(C) **APPLICANT**

| | |
|-----------------------|---------------------------|
| Community Association | Deposited Plan No. 270241 |
|-----------------------|---------------------------|

(D) The applicant certifies that by a special resolution passed on 30 June 2014 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

| | |
|----------|----------------------------------|
| Repealed | Added |
| | See below as fully set out below |

(F) **TEXT OF ADDED BY-LAW**

Add by-law numbers 31.5; 31.6; 31.7; 31.8; 31.9; 31.10; 31.11; 31.12; 31.13; 31.14; 31.15; 31.16 & 31.17

See annexure

The Common Seal of the Community Association D.P.270241 was

hereunto affixed on 7th JULY 2014

in the presence of TONI FRENCH

being the person(s) authorised by Section 8 of the Community Land Management Act 1989, to attest the affixing of the seal.



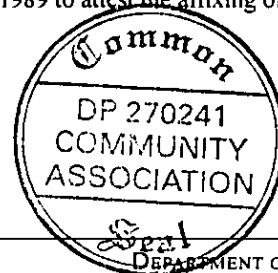
(G) The common seal of the Community association deposited plan 270241 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness:

Date:

[Handwritten signatures]
 TONI FRENCH
 7/7/14



DEPOSITED PLAN 270241 ANNEXURE

- 31.5 The Community Association and the Owners Corporations, for the purpose of the control, management, use and/or enjoyment of the Community Property and Common Property and to preserve security within the City Quarter complex, may by resolution of the relevant executive committee:
- (a) install barriers consisting of chains or bollards in such places as are reasonably necessary to regulate the standing of vehicles on Community Property or Common Property;
 - (b) install signage on the Community Property or Common Property regulating the ingress and egress of vehicles to and from buildings and grounds of the Community Property or Common Property; and
 - (c) take such further action consistent with this by-law as is reasonable and necessary in order to regulate or restrict the parking or standing of vehicles on Community Property or Common Property and/or preserve the security of the City Quarter complex.

Power to Wheelclamp Vehicles in the Subject

- 31.6 (a) The succeeding provisions of this by-law 31 apply to the Owners Corporation, owners and occupiers in each of the Subject.
- (b) For the purposes of this by-law 31, the following words or phrases have the following meaning:

Subject Strata Scheme is each of the Strata Schemes constituted upon registration of Strata Plan 82217 ('Trio North'), Strata Plan 82487 ('Trio Central'), Strata Plan 82907 ('Trio South'), Strata Plan 67386 ('Etagé'), Strata Plan 74896 ('Altro') and Strata Plan 81468 ('Alexandra');

Subject Common Property is the Common Property in each of the Strata Schemes in the Subject Strata Scheme;

Subject Owners Corporation is an owners corporation constituted upon registration of a Subject Strata Scheme and **Subject Owners Corporations** means more than one of them.

Subject Wheel-Clamping Contractor is the contractor or contractors appointed from time to time by one or more of the Subject Owners Corporations to affix and remove wheel clamps to vehicles parked illegally in breach of this by-law and take such other action with respect to wheel-clamping of vehicles as is provided in this by-law.

- 31.7 Each of the Subject Owners Corporations may:
- (a) install signage on Subject Common Property in or about the parking areas advising of the effect of these by-laws including, without limitation, that vehicles parked on Subject Common Property in breach of this by-law may be wheel-clamped or towed away;
 - (b) establish and maintain a register of all vehicles owned or used by owners and occupiers of lots in each of the Subject Strata Schemes including:
 - the make and registration number of the vehicle;
 - the name of the owner or occupier who owns or uses the vehicle;
 - the lot number and contact details of the owner or occupier;
 - if the owner or occupier does not own the vehicle, the name and contact details of the owner of the vehicle;

- (c) distribute to all owners and occupiers of a Strata Lot in the Subject a notice explaining the existence and effect of this by-law;
- (d) appoint a security company or other independent contractor as a Subject Wheel-Clamping Contractor to affix and remove wheel clamps on vehicles in accordance with this by-law;
- (e) appoint one or more vehicle towing services to remove and impound vehicles in accordance with this by-law; and
- (f) take such further action consistent with this by-law as is reasonable and necessary to restrict or regulate the parking of vehicles on Subject Common Property.

31.8 If you park or stand any vehicle owned by you on Subject Common Property in breach of this by-law, the executive committee of a Subject Owners Corporation or a Subject Wheel-Clamping Contractor may, without reference to the Community Association or the relevant Subject Owners Corporation, give a notice to you requiring that you comply with this by-law, in default of which the relevant Subject Owners Corporation may take action in respect of the vehicle as provided in this by-law (**Notice of Breach**).

31.9 The Notice of Breach given under by-law 31.8 must:

- (a) be in writing;
- (b) be displayed prominently on the vehicle in such a way as to come to your attention but so as to ensure no damage is done to the vehicle;
- (c) if the vehicle is registered, specify the registration number of the vehicle that has been or is parked or standing on Subject Common Property in breach of this by-law;
- (d) advise that if you fail to remove the vehicle parked or standing on Common Property in breach of this by-law or if you park or stand the vehicle on Subject Common Property repeatedly or persistently in breach of this by-law, the relevant Subject Owners Corporation may affix a wheel clamping device to that vehicle or arrange for your vehicle to be towed away; and
- (e) advise that if a wheel clamping device is affixed to your vehicle, you should contact the relevant Subject Wheel-Clamping Contractor to arrange for its removal, provide a telephone number to contact that Subject Wheel-Clamping Contractor and that a fee not exceeding \$500 may be charged by the Subject Wheel-Clamping Contractor for removal of the wheel clamping device; or
- (f) advise that if your vehicle is towed away, you should contact the Subject Wheel-Clamping Contractor who will advise you of the identity and contact details of the vehicle towing service attending to removal and impounding of your vehicle and that a fee not exceeding \$1,500 may be charged by the vehicle towing service for the release of your vehicle.

31.10 If you are given a Notice of Breach under by-law 31.9, you must forthwith comply with that Notice of Breach and remove the vehicle the subject of the Notice of Breach parked on Subject Common Property in breach of this by-law.

31.11 If a Notice of Breach is given to you under this by-law and you do not comply with the Notice of Breach, the executive committee of the relevant Subject Owners Corporation may resolve at a duly constituted meeting of the executive committee to affix a wheel clamping device to the vehicle the subject of the Notice of Breach or arrange for the vehicle to be towed away. This will result in subsequent affixing, or cause to be affixed by a Subject Wheel-Clamping Contractor, that wheel clamping device or for the vehicle to be towed away so long as that vehicle is, at the time at which the wheel clamping device is affixed OR is to be towed away, parked or standing on Subject Common Property without the consent of the relevant Subject Owners Corporation.



- 31.12 The signage installed by the Subject Owners Corporations under by-law 31.7 warning that vehicles parked in breach of these by-laws may be wheel-clamped or towed away must set out a telephone number or other contact details of the Subject Wheel-Clamping Contractor or other person authorised to release the wheel-clamp or provide information about recovery of the vehicle.
- 31.13 As an owner or occupier of a Strata Lot in a Subject, you consent to the immobilisation by means of wheel clamping or the towing away of a vehicle owned or controlled by you and parked or left on Subject Common Property in breach of these by-laws.
- 31.14 None of the Community Association, the executive committee of each of the Subject Owners Corporations or any member thereof, any Subject Wheel-Clamping Contractor, the Site Manager, any strata managing agent and any person acting under the instructions of the Community Association or the executive committee of the relevant Subject Owners Corporation in accordance with these by-laws shall be liable for any loss or damage sustained by you if a Notice of Breach is given and you fail to remove a vehicle parked or standing on Subject Common Property or if you repeatedly or persistently park or stand a vehicle on Subject Common Property in breach of these by-laws after a Notice of Breach is given.
- 31.15 Each member of the Community Association, executive committee of each of the Subject Owners Corporations, each Subject Wheel-Clamping Contractor, the Site Manager, any strata managing agent and every person acting under the instruction of the Community Association or executive committee of the relevant Subject Owners Corporation in accordance with these by-laws are hereby indemnified by the Community Association and the relevant Subject Owners Corporation against any loss or damage suffered by any of them arising out of any action taken by any of them in accordance with these by-laws.
- 31.16 For the avoidance of doubt, a Subject Wheel-clamping Contractor or executive committee of the relevant Subject Owners Corporation must not give a Notice of Breach or affix a wheel clamping device to any vehicle or arrange for the towing away of any vehicle on grounds which are, in the circumstances, frivolous or vexatious.
- 31.17 Nothing in this by-law operates to restrict or prevent the Community Association or any of the Subject Owners Corporations from making an application to the Local Court for an order authorising the Community Association or any of the Subject Owners Corporations to dispose of any vehicle left on Subject Common Property and subsequently disposing of that vehicle in accordance with the *Uncollected Goods Act 1995 (NSW)* or any Act amending or replacing that Act.

The Common Seal of Community Association Deposited Plan No. 270241

was affixed on 7th July 2014

in the presence of [Signature] FRENCH

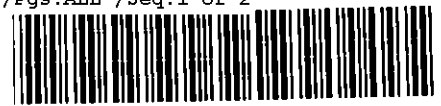
[Signature]



being the person(s) authorised by section 8 of the *Community Land Management Act 1989* to attest the affixing of the seal.

Form: 15CB
Release: 2.0
www.lands.nsw.gov.au

CHANGE OF BY-LAWS
New South Wales
Real Property Act 1900



AH187482D

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE

| | |
|-------------------------|--|
| For the common property | |
| CP/SP 82907 | |

(B) LODGED BY

| | | |
|-------------------------|---|------|
| Document Collection Box | Name, Address or DX and Telephone | CODE |
| 1W | Dynamic Property Services DX 11643 SYDNEY DOWNTOWN Ph: 02 9267 6334 | CB |
| | Reference: Lisa Branson | |

(C) The Owners-Strata Plan No. 82907 certify that pursuant to a resolution passed on 06 August 2012 and in accordance with the provisions of section No. 47 of the Strata Schemes Management Act 1996

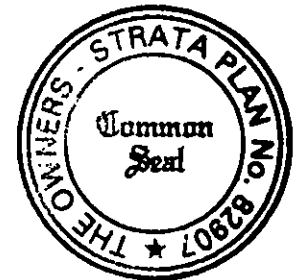
(D) the by-laws are changed as follows—

(E) Repealed by-law No. _____
Added by-law No. By-law 34
Amended by-law No. _____
as fully set out below:

SEE ANNEXURE

The Common Seal of the Owners S.P.82907 was hereunto affixed on 14 August 2012 in the presence of Dynamic Property Services P/L being the person(s) authorised by Section 238 of the Strata Schemes Management Act, to attest the affixing of the seal.

SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD (ABN 67 002 006 760) by its attorney LISA BRANSON duly appointed by Power of Attorney dated 11 April 2011 and who hereby states that she has not received any notice of the revocation of such Power of Attorney. (Registered Book 4611 Number 45)



(F) The common seal of the Owners-Strata Plan No. 82907 was affixed on 14 August 2012 in the presence of—

Signature(s) (of witness) V. Haddad

Name(s): Vanessa Haddad Level 5, 162 Goulburn St SYDNEY NSW 2010
being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

(G) COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996

I certify that _____ has approved the change of by-laws set out herein.

Signature of authorised officer: _____

Name of authorised officer: _____ Position of authorised officer: _____

STRATA PLAN 82097
ANNEXURE

BY-LAW 34 – SERVICE OF DOCUMENTS ON OWNER OF LOT BY OWNERS CORPORATION

- (a) **SPECIALLY RESOLVED** that the Owners Corporation pursuant to Section 47 of the Strata Schemes Management Act 1996 make a by-law in the following terms:

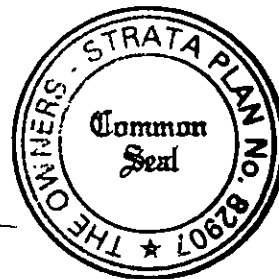
BY-LAW 34 – Service of Documents on Owner of Lot by Owners Corporation

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.


- (b) **Resolved** that pursuant to Section 238 of the Strata Schemes Management Act, that the Managing Agent be authorised to affix the common seal to any documentation and to do anything reasonably necessary to give effect to the registration of the by-law.

The Common Seal of the Owners – **The Owners--Strata Plan 82907** was hereunto affixed on 14 August 2012 in the presence of Dynamic Property Services Pty Ltd being the person(s) authorised by section 238 of the *Strata Schemes Management Act 1996* to attest the fixing of the seal.

SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD (ABN 62 002 006 760) by its attorney LISA BRANSON duly appointed by Power of Attorney dated 11 April 2011 and who hereby states that she has not received any notice of the revocation of such Power of Attorney. (Registered Book 4611 Number 45)



A handwritten signature in black ink, appearing to be "L Branson", written over the seal area.

Signature of witness: 

Name(s): Vanessa Haddad, Level 5, 162 Goulburn St, Sydney NSW 2010