

SP69440

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City Quarter By-laws for Venables

Instrument setting out terms of by-laws to be created on registration of a strata plan over proposed lot 16 on DP270241

Warning

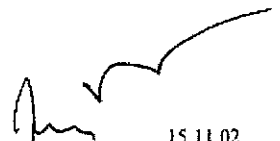
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1 Dictionary

Meaning of words

1.1 The by-laws use specialised words and expressions. This by-law explains what they mean. Words and expressions not explained have the same meaning as they do in the Act.

1.2 In the by-laws:

Act is the Strata Schemes Management Act 1996 (NSW).

Architectural Code is the architectural and landscape code in the Community Management Statement.

by-laws are the by-laws in force for Venables.

City Quarter is community scheme number 270241.

Common Property is:

- (a) common property in Venables; and
- (b) personal property of the Owners Corporation.

Common Property does not include:

- (c) Common Property which an owner must maintain under an exclusive use or special privilege by-law; or
- (d) Restricted Common Property.

Community Association is the community association for City Quarter.

Community Management Statement is the community management statement for City Quarter.

lot is a lot in Venables.

occupier is an occupier, lessee or licensee of a lot in Venables.

owner is:

- (a) the owner for the time being of a lot in Venables;
- (b) if a lot is subdivided or resubdivided, the owners for the time being of the new lots;
- (c) for a by-law granting exclusive use and special privileges of Common Property, the owner(s) of the lot(s) benefiting from the by-law; and
- (d) the mortgagee in possession of a lot.

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Owners Corporation is the owners corporation for Venables.

Restricted Common Property is:

- (a) all open space Common Property areas outside buildings in Venables;
- (b) all Common Property visitor carparking bays;
- (c) all Common Property off street service areas;
- (d) the Common Property garbage rooms designated "garbage room" on the strata plan.

Site Manager is the person appointed by Owners Corporation under by-law 8.

Venables is the strata scheme created on registration of the strata plan accompanying these by-laws.

you is an owner or occupier of a lot in Venables.

Interpreting the by-laws

1.3 In the by-laws a reference to:

- (a) a thing includes the whole or each part of it;
- (b) a document includes any variation or replacement of it;
- (c) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- (d) a person includes an individual, a firm, a body corporate, an incorporated association or an authority; and
- (e) a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns.

1.4 The singular includes the plural and vice versa.

1.5 Headings do not affect the interpretation of the by-laws.

2 City Quarter and the Community Management Statement

Community scheme

- 2.1 City Quarter is a community scheme. The Community Association is the primary management body for City Quarter, exercising control over the entire development.
- 2.2 The members of the Community Association are:



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- (a) each owners corporation (including your Owners Corporation); and
- (b) each owner of a community development lot or a stratum lot (ie a lot that has not been subdivided by a strata plan).

Community Management Statement

- 2.3 The Community Management Statement is an essential document for the management and operation of City Quarter. It explains the rights and obligations of the Community Association, owners corporations and owners and occupiers of lots in City Quarter.
- 2.4 Nothing in these by-laws gives you or your Owners Corporation consent to do something that is prohibited or regulated by the Community Management Statement.
- 2.5 The Community Association, owners corporations and the owners and occupiers of lots in City Quarter must comply with the Community Management Statement.

Architectural Code

- 2.6 The Architectural Code for City Quarter is in the Community Management Statement. The purpose of the Architectural Code is to ensure that City Quarter is to protect the architectural and landscape integrity of City Quarter.
- 2.7 You and the Owners Corporation must comply with the Architectural Code.

3 How do these by-laws work?

- 3.1 These by-law are about local issues which affect Venables.
- 3.2 You must comply with these by-laws if you are the owner or occupier of a lot in Venables. The Owners Corporation must also comply with these by-laws.

4 Your rights and obligations

Most of your rights and obligations are explained in the Community Management Statement. In particular:

- (a) part 2 of the Community Management Statement explains the Architectural Code for City Quarter and the consent process for doing building works; and
- (b) part 3 of the Community Management Statement explains your obligations in relation to your lot and City Quarter generally.



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5 Carparking spaces

- 5.1 This by-law applies to carparking spaces that are part lots or utility lots.
- 5.2 You may only use your carparking space for the parking of registered and operational motor vehicles, motor cycles.
- 5.3 You must not use your carparking space for any other purpose including, without limitation:
 - (a) as a storage area;
 - (b) for the washing of vehicles or equipment;
 - (c) for the carrying out of mechanical or other repairs; or
 - (d) to park boats, caravans and trailers.
- 5.4 The Owners Corporation is not responsible for:
 - (a) anything stolen from a parking space; or
 - (b) damage to a motor vehicle or anything else kept in a parking space (including damage to a vehicle entering or leaving the parking space).

6 Restricted Common Property

Exclusive use and special privileges

- 6.1 According to by-law 63 in the Community Management Statement, the Owners Corporation grants the Community Association:
 - (a) exclusive use of Restricted Common Property; and
 - (b) a special privilege to control, manage, operate, maintain and replace Restricted Common Property.

Rights and obligations of the Community Association

- 6.2 The Community Association must:
 - (a) control, manage, operate, maintain and replace Restricted Common Property according to this by-law;
 - (b) have consent from the Owners Corporation before it replaces Restricted Common Property;
 - (c) repair damage to Restricted Common Property caused by exercising rights or complying with obligations under this by-law;
 - (d) repair damage to the property of an owner or occupier caused by exercising rights or complying with obligations under this by-law;

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- (e) be responsible for the costs of the Restricted Common Property, according to the Community Land Management Act 1989; and
 - (f) indemnify the Owners Corporation against all claims and liability caused by exercising rights or complying with obligations under this by-law.
- 6.3 The Community Association may make agreements with other persons (eg the Site Manager) to exercise its rights or functions under this by-law.

Obligations of the Owners Corporation

- 6.4 Under by-law 63 of the Community Management Statement, Restricted Common Property is available for use by:
- (a) owners and occupiers of lots in Venables; and
 - (b) owners and occupiers of lots in other strata schemes in City Quarter.
- 6.5 The Owners Corporation must ensure that ensure that:
- (a) Restricted Common Property is available for use according to by-law 6.4 and by-law 63 of the Community Management Statement; and
 - (b) the Community Association has access to Restricted Common Property so that the Community Association may comply with its obligations under the *Community Land Management Act 1989* (NSW) and the Community Management Statement.

7 Agreements made by the Community Association

- 7.1 Under by-laws 44, 45 and 46 of the Community Management Statement, the Community Association has the power to make agreements on behalf of the Owners Corporation:
- (a) for the management, operation and maintenance of Restricted Common Property and Common Property;
 - (b) for the provision of services and amenities; and
 - (c) with a site manager to provide for management, maintenance and operational services for City Quarter and, in particular, for Restricted Common Property.
- 7.2 The Owners Corporation must:
- (a) ratify all agreements which the Community Association makes on its behalf under by-laws 44, 45 or 46 of the Community Management Statement (providing those agreements are consistent with the terms and objectives of those by-laws); and

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- (b) terminate any agreement it makes for the provision of any services if the Community Association makes an agreement on behalf of the Owners Corporation to provide those services under by-laws 44, 45 or 46 of the Community Management Statement.
- 7.3 The Owners Corporation may enter into a deed with the Community Association to confirm its ratification of agreements which the Community Association makes on its behalf under by-laws 44, 45 or 46 of the Community Management Statement.
- 7.4 The Owners Corporation must not enter into an agreement for the provision of any services if those services are provided under an agreement made by the Community Association on behalf of the Owners Corporation according to by-laws 44, 45 or 46 of the Community Management Statement.

8 Agreement with the Site Manager

Purpose of the agreement

- 8.1 In addition to its powers under the Act, the Owners Corporation has the power to appoint and enter into an agreement with the Site Manager to provide management and operational services for Venables.
- 8.2 This by-law and the appointment of a Site Manager by the Owners Corporation are subject to:
 - (a) by-law 7; and
 - (b) by-law 45 in the Community Management Statement.

Term of the agreement

- 8.3 The term of the agreement may be up to ten years with two options of up to five years each. The agreement may have provisions about:
 - (a) the rights of the Owners Corporation and the Site Manager to terminate the agreement early; and
 - (b) the rights of the Site Manager to assign the agreement.
- 8.4 The remuneration of the Site Manager for the duration of the agreement may be at the discretion of the Owners Corporation.
- 8.5 The duties of the Site Manager may include:
 - (a) caretaking, cleaning and providing security services for the Common Property
 - (b) supervising and servicing Common Property;
 - (c) supervising the security, cleaning, repair, maintenance, renewal or replacement Common Property;

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- (d) supervising the use of Common Property parking areas and driveways.
 - (e) providing services to the Owners Corporation, owners and occupiers;
 - (f) operating the security key system for Venables;
 - (g) supervising, controlling and regulating employees and contractors of the Owners Corporation;
 - (h) supervising Venables generally; and
 - (i) doing anything else that the Owners Corporation agrees is beneficial to or necessary for the operation and management of Venables or the owners.
- 8.6 The owners corporation may grant the Site Manager the sole right to enter into an agreement with the owners corporation to provide any services contemplated by this by-law and any ancillary services.
- 8.7 The owners corporation must have the Site Manager's consent to have more than one agreement under this by-law at the same time.
- 8.8 The agreement with the Site Manager may permit the Site Manager to make arrangements with third parties to exercise its rights and duties.
- 8.9 The Owners Corporation may not enter into an agreement that permits the Site Manager (or any other person) to conduct a serviced apartment scheme in City Quarter.

9 The Site Manager and you

You must not:

- (a) interfere with or stop the Site Manager performing its duties;
or
- (b) interfere with or stop the Site Manager using common property that the Owners Corporation allows the Site Manager to use.

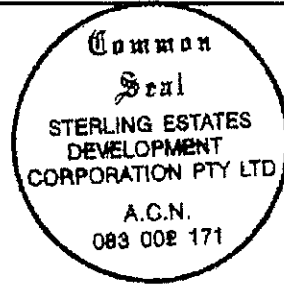
10 Use of lot

A lot must be used for residential purposes or such other purpose as permitted under the development approval for Venables and City Quarter or any other development approval issued by a consent authority.

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Execution

THE COMMON SEAL of STERLING)
ESTATES DEVELOPMENT)
CORPORATION PTY LIMITED)
(ACN 083 002 171) is affixed in)
accordance with its articles of association)
in the presence of:



.....
Signature of authorised person

.....
Signature of authorised person

.....
Office held

.....
Office held

.....
Name of authorised person (block letters)

.....
Name of authorised person (block letters)

THE COMMON SEAL OF Macquarie Admin)
Services Pty) LIMITED)
WAS HEREUNTO AFFIXED IN ACCORDANCE)
WITH THE COMPANY'S CONSTITUTION:

THE COMMON SEAL OF Macquarie Australia)
Management Services Pty) LIMITED)
WAS HEREUNTO AFFIXED IN ACCORDANCE)
WITH THE COMPANY'S CONSTITUTION:



Dennis Leong
DENNIS LEONG
SECRETARY

Graeme Wilson
Graeme Wilson
Director

Dennis Leong
DENNIS LEONG
SECRETARY

Graeme Wilson
Graeme Wilson
Director

REGISTERED 13.12.2002

Form: 15CB
Release: 1.1
www.lpi.nsw.gov.au

CHANGE OF BY-LAWS

New South Wales
Strata Schemes Management Act 19
Real Property Act 1900



AA634584F

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE	For the common property CP/SP 69440			
	(B) LODGED BY	<table border="1"> <tr> <td>Delivery Box 495R</td> <td>Name, Address or DX and Telephone BY-LAW EXPRESS GPO BOX 751 SYDNEY NSW 2001 PHONE: 9959 4944 Reference (optional):</td> <td>CODE CB</td> </tr> </table>	Delivery Box 495R	Name, Address or DX and Telephone BY-LAW EXPRESS GPO BOX 751 SYDNEY NSW 2001 PHONE: 9959 4944 Reference (optional):
Delivery Box 495R	Name, Address or DX and Telephone BY-LAW EXPRESS GPO BOX 751 SYDNEY NSW 2001 PHONE: 9959 4944 Reference (optional):	CODE CB		

(C) The Owners-Strata Plan No 69440 certify that pursuant to a resolution passed on 21 April 2004 and in accordance with the provisions of

(D) section 52 Strata Schemes Management Act 1996 the by-laws are changed as follows—

(E) Repealed by-law No NOT APPLICABLE
Added by-law No Special 1 & 2
Amended by-law No NOT APPLICABLE
as fully set out below.

(See annexure hereto)

(F) The common seal of the Owners-Strata Plan No 69440 was affixed on 6th May 04. in the presence of—

Signature(s): *Dickens*

Name(s): *DEBBIE RICHARDS*

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 and position of authorised officer:

STRATA SCHEME NO 69440
ANNEXURE TO NOTIFICATION OF BY-LAWS

SPECIAL BY-LAW 1

1. **DEFINITIONS**

In this bylaw, unless the content indicates otherwise, the following terms and expressions are defined to mean:

- (a) "Act" means the Strata Schemes Management Act 1996;
- (b) "Adjacent Common Property" means that part of the common property of the strata plan which is within 10cm of the Air Conditioner as defined herein;
- (c) "Air Conditioner" means, in respect of the Lot, the air conditioner servicing the Lot including condenser/compressor, pipes, cables and ducts whereby:
 - (i) the condenser/compressor is to be located in the position specified in the Schedule;
 - (ii) in the case of a split system air conditioner, the indoor unit is to be located in the position specified in the Schedule;
- (d) "Lot" means the Lot number specified in the Schedule;
- (e) "Owner" means the owner for the time being of a Lot;
- (f) "Works" means all or any maintenance, repair, renew or replacement the Owner undertakes in respect of the Air Conditioner;

Where any terms are used in this bylaw are defined in the Act they will have the same meanings as those words have in the Act;

2. **RIGHTS AND CONDITIONS**

The Owner is conferred with the special privilege in respect of the common property to install the Air Conditioner,

SUBJECT TO the due observance and performance by the Owner with the following conditions and obligations:

THIS is page 2 of a total of 6 and is the annexure to the Change of By-Laws form by THE OWNERS – STRATA PLAN NO 69440.

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 69440 was affixed on the 6th day of May 2004 in the presence of

Names:-----Debbie Richards-----
Signatures:-----[Signature]-----

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



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That the lot owner must first submit a written application to the Executive Committee to install an air conditioner including plans and specifications for approval prior to commencement of work.

(a) LICENSED CONTRACTOR

The Owner shall undertake the installation of the Air Conditioner by a contractor who is duly licensed according to the provisions of the Building Services Corporation Act 1989 (NSW);

(b) INSTALLATION TIMES

The Owner shall install the Air Conditioner so as to cause minimum disturbance and inconvenience to other residents of the Strata Scheme and only between the hours of 8.00 am and 5.00 pm.

(c) AIR CONDITIONING MAINTENANCE

The Owner shall maintain the Air Conditioner in a state of good and serviceable repair and for this purpose, shall renew or replace it whenever considered reasonable necessary by the owners corporation;

(d) COMMON PROPERTY MAINTENANCE

The Owner shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair the Adjacent Common Property;

(e) RUN-OFF

The Owner shall dispose of any condensation and run-off from the Air Conditioner, so as not to cause nuisance to any person or damage to the common property;

(f) NOISE

The Owner must not operate the Air Conditioner or allow it to be operated:

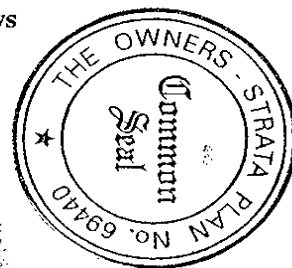
THIS is page 3 of a total of 6 and is the annexure to the Change of By-Laws form by THE OWNERS – STRATA PLAN NO 69440.

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 69440 was affixed on the 6th day of May 2004 in the presence of

Names:-----
Signatures:-----

Debbie Richards
[Signature]

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



- (i) if the occupant of another lot is being unreasonably disturbed by noise or vibration from its operation; or
- (ii) in such a manner that it emits noise that can be heard within a habitable room in any other lot (regardless of whether any door or window to that room is open):
 - before 8 am or after 10 pm on any Saturday, Sunday or public holiday, or
 - before 7 am or after 10 pm on any other day;

(g) DAMAGES

The Owner shall repair any damage to the common property caused by her/him or his agents or contractors in the course of undertaking any obligations under this bylaw;

(h) INDEMNIFY OWNERS CORPORATION

The Owner shall keep the owners corporation indemnified against:

- (i) any claims made against or expenses incurred by the owners corporation and arising out of or caused by the Works, or the use or maintenance of the Air Conditioner; and
- (ii) any liability for damage to the Air Conditioner caused by the owners corporation in undertaking any work referred to in s65 of the Act or in exercising the power of entry conferred by that section;

(i) BY-LAW BREACH

Without prejudice to the other rights of the owners corporation, where the Owner fails or neglects to carry out any condition referred to herein then the owners corporation or its agents, servants or contractors may carry out such condition and may enter upon any part of the parcel for that purpose at any reasonable time on notice given to any occupier or Owner of any part of the parcel and may recover the costs of fulfilling such condition as a debt from the Owner."

THIS is page 4 of a total of 6 and is the annexure to the Change of By-Laws form by THE OWNERS - STRATA PLAN NO 69440.

THE COMMON SEAL of THE OWNERS - STRATA PLAN NO 69440 was affixed on the 6th day of May 2004 in the presence of

Names:-----*Debbie Richards*-----
Signatures:-----*[Signature]*-----

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



SPECIAL BY-LAW 2

1. The proprietor or occupier of a Lot must ensure (at the proprietor's cost) that any security device or door closer installed in:
 - (a) an entrance door adjacent to a boundary of a lot in the Strata Scheme:
 - (i) has the prior approval of the Executive Committee and is an Australian Standard approved deadlock;
 - (ii) complies with all fire safety laws and any other requirements relating to fire safety as determined by the Owner's Corporation or other authority; and is installed in a competent and proper manner and must have an appearance after it has been installed, in keeping with the appearance of the rest of the building.

2. If a proprietor or occupier of a Lot installs any fixtures or fittings referred to in this By-Law to an entrance door to the lot in the building of the Strata Scheme, the proprietor or occupier of that Lot must:
 - (a) maintain and keep in a state of good and serviceable repair any fixture or fitting referred to in this By-Law; and
 - (b) repair any damage caused by the installation or removal of any fixture or fitting referred to in this By-Law and ensure, where applicable, that the building continues to comply with all fire safety laws and any other requirements relating to fire safety as determined by the Owner's Corporation or other authority.

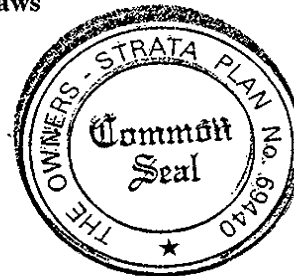
3. If the proprietor or occupier of a Lot fails to comply with any obligation under this By-Law, then the Owner's Corporation may:
 - (a) carry out all work necessary to perform that obligation;
 - (b) enter onto the Lot to carry out that work;
 - (c) recover the costs of carrying out that work from the defaulting proprietor as a debt; and
 - (d) include reference to the debt on levy notices and any other levy reports or information.

THIS is page 5 of a total of 6 and is the annexure to the Change of By-Laws form by THE OWNERS – STRATA PLAN NO 69440.

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 69440 was affixed on the 6th day of May 2004 in the presence of

Names:-----*DEBBIE RICHARDS*-----
Signatures:-----*[Signature]*-----

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



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4. Any debt for which the proprietor is liable under clause 1.3, is due and payable on written demand or at the direction of the Owner's Corporation and, if not paid at the end of 1 month from the date on which it is due, will bear simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate, until paid, and the interest will form part of the debt referred to in clause 10.4.

(Note: the current accepted security lock is a Lockwood 001 – 3 Dead Latch)

THIS is page 6 of a total of 6 and is the annexure to the Change of By-Laws form by THE OWNERS – STRATA PLAN NO 69440.

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 69440 was affixed on the 6th day of May 2004 in the presence of

Names:----- DEBBIE RICHARDS
Signatures:----- [Signature]

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

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CHANGE OF BY-LAW
New South Wales
Strata Schemes Management Act 19
Real Property Act 1900



AH366241F

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.

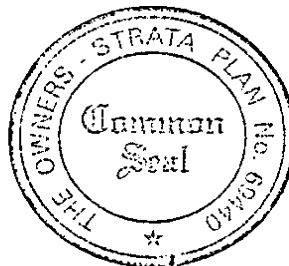
(A) **TORRENS TITLE** For the common property
CP/SP 69440

(B) **LODGED BY**

Document Collection Box 495R	Name, Address or DX, Telephone, and Customer Account Number if any LLPN: 123354Y BY-LAW EXPRESS GPO BOX 751, SYDNEY NSW 2001 PHONE: 9252 0107	CODE CB
	Reference: _____	

- (C) The Owners-Strata Plan No. 69440 certify that pursuant to a resolution passed on 12 September 2012 and
(D) in accordance with the provisions of Section 52 of the Strata Schemes Management Act 1996
the by-laws are changed as follows—
(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-law 3
Amended by-law No. NOT APPLICABLE
as fully set out below:

(See Annexure hereto)



- (F) The common seal of the Owners-Strata Plan No. 69440 was affixed on 24 September 2012 in the presence of—

Signature(s):

Name(s): DELISHIA LEANAGE

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

STRATA SCHEME NO 69440
ANNEXURE TO NOTIFICATION OF BY-LAWS

SPECIAL BY-LAW 3 - Install Ducted Air Conditioning Lot 25

1. Introduction

1.1 The owner for the time being of Lot 25 ("the Owner") has conferred upon it a special privilege to keep and maintain on the common property the works set out below subject to the conditions set out below.

2. The Works

2.1 The works to which this by-law grants special privileges are:

2.1.1 "Air Conditioner" means the air conditioner installed in the common property ceiling space of the residential portion of Lot 25, but without limiting the generality of the foregoing, all pipes, wires, tubes, conduits, boxing and fasteners ancillary thereto.

2.2 The Air Conditioner is collectively called Works in this by-law.

3. Conditions

3.1 The Owners Corporation, promptly upon request, do such things as are necessary and seal such document as are required for the purpose of permitting the Owner to obtain any Compliance Certificate which the Owner needs to obtain in order to comply with it's obligations pursuant to this by-law.

3.2 The owner is responsible for properly maintaining, keeping in a state of good and serviceable repair and, where necessary, renewing or replacing any fixture or fittings comprising part of the Works to the Owners Corporation's satisfaction.

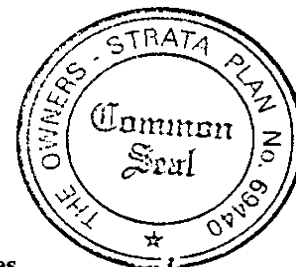
3.3 The owner will indemnify and keep indemnified the Owners Corporation against all actions, proceedings, claims demands, costs, damages and expenses which may be incurred by or bought or made against the Owners Corporation arising directly or indirectly out of the works.

THE COMMON SEAL of THE OWNERS – STRATA PLAN
NO 69440 was affixed on the 24th day of September 2012 in the
presence of

Names: DELISHIA LEANAGE

Signatures:-----

being the persons authorised by Section 238 of the Strata Schemes
Management Act 1996 to attest the affixing of the seal.



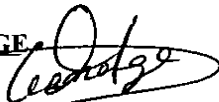
3.4 Special By-law 1 will apply to the Air Conditioner of Lot 25.

The owner will pay all the cost of the Owners Corporation incurred in connection with the registration of this by-law and the Owners Corporation may refuse to execute any document relating to the registration of this by-law until such time as those costs are paid by the Owner.

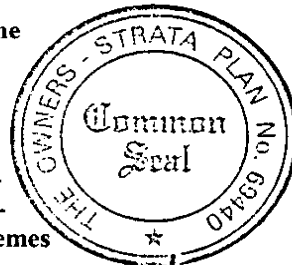
THE COMMON SEAL of THE OWNERS – STRATA PLAN
NO 69440 was affixed on the 24th day of September 2012 in the
presence of

Names: DELISHIA LEANAGE

Signatures:-----



being the persons authorised by Section 238 of the Strata Schemes
Management Act 1996 to attest the affixing of the seal.



Form: 15CB
Licence: 01-05-086
Licensee: LEAP Legal Software Pty Limited
Firm name: J.S. Mueller & Co

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



AH286325T

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the registration 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/SP69440			
(B) LOGGED BY	<table border="1"> <tr> <td data-bbox="308 399 462 592">Document Collection Box 47 V</td> <td data-bbox="470 399 1364 592"> Name, Address or DX, Telephone, and Customer Account Number if any LLPN H.M. Allen & Co. 123012 E DX 437 Sydney Ph 9232 3652 Reference: JSM 19568 </td> </tr> </table>	Document Collection Box 47 V	Name, Address or DX, Telephone, and Customer Account Number if any LLPN H.M. Allen & Co. 123012 E DX 437 Sydney Ph 9232 3652 Reference: JSM 19568	CODE CB
Document Collection Box 47 V	Name, Address or DX, Telephone, and Customer Account Number if any LLPN H.M. Allen & Co. 123012 E DX 437 Sydney Ph 9232 3652 Reference: JSM 19568			

(C) The Owners-Strata Plan No 69440 certify that pursuant to a resolution passed on 12 September 2012 and

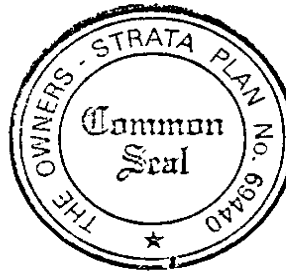
(D) in accordance with the provisions of Section 52

the by-laws are changed as follows—

- (E) Repealed by-law No N/A
- Added by-law No Special By-law 4
- Amended by-law No N/A

as fully set out below.

See Annexure



(F) The common seal of the Owners-Strata Plan No 69440 was affixed on _____ in the presence of—

Signature(s):

Name(s): **DELISHIA LEAVAGE**

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

Special By-Law No. 4 – Consent to Window Alteration– Lot 26

1.0 Introduction

- 1.1 The Owner has conferred upon it a special privilege to keep and maintain on the common property the Works set out below subject to the conditions set out below.

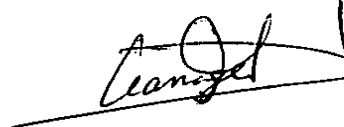

2.0 The Works

In this By-Law:

- 2.1 "**Owner**" means the owner for the time being of lot 26 in Strata Plan 69440.
- 2.2 "**Owners Corporation**" means The Owners – Strata Plan No.69440.
- 2.3 "**Window/Door**" means the window/door which has been installed in the common property wall on the northern side of the residential portion of lot 26, being the wall separating that portion of lot 26 from the northern part of the verandah comprising part of that lot, including, but without limiting the generality of the foregoing, all fixtures, fittings and fasteners ancillary thereto.
- 2.4 "**Works**" means the Window/Door which have been installed.

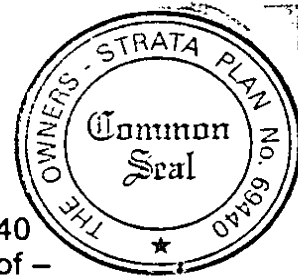
3.0 Conditions

- 3.1 The Owner must, within a reasonable time and in any event, no later than twelve (12) months from the date of the passing of the resolution to create this by-law, obtain the consent of the Local Council within whose boundaries the Strata Scheme lies, to the installation of the Window/Door. For abundant clarity this consent may be constituted by a certificate from that Local Council under section 149A of the *Environmental Planning and Assessment Act 1979* relating to the Window/Door.
- 3.2 The owners corporation, promptly upon request, do such things as are necessary and seal such documents as are required for the purpose of permitting the Owner to obtain any Local Council consent or Local Council certificate which the Owner needs to obtain in order to comply with it's obligations pursuant to this by-law.
- 3.3 The Owner is responsible at all times for the proper maintenance of, and keeping in a state of good and serviceable repair, the Works and, when necessary, renewing or replacing any part of the Works.
- 3.4 The Owner will indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising directly or indirectly out of the use to which the Owner puts the Works.
- 3.5 The Owner will pay of all of the costs of the owners corporation incurred in connection with the preparation, passing and registration of this by-law and the

owners corporation may refuse to execute any document relating to the registration of this by-law until such time as those costs are paid by the Owner.

- 3.6 The Owner must within 7 days of the general meeting approving this by-law pay to the owners corporation the sum of \$10,000.00, representing the compensation payable by the Owner for the special privilege to use part of the common property to keep and maintain the Works.



The Common Seal of The Owners – Strata Plan No. 69440
was affixed on _____ in the presence of –

Signature(s): 

Name(s): DELISHIA LEANA

Being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.