

# SP89253

## SP

### STRATA SCHEMES MANAGEMENT ACT 1996

#### 21 Enmore Road, Newtown

#### By-Laws 1 to 32 (12 pages)

##### 1. NOISE

An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

##### 2. VEHICLES

An owner or occupier of a lot must not park or stand any motor vehicle or other vehicle on common property except with the written approval of the Owners Corporation.

##### 3. OBSTRUCTION OF COMMON PROPERTY

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

##### 4. DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY

An owner or occupier of a lot must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

##### 5. DAMAGE TO COMMON PROPERTY

5.1 An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the Owners Corporation.

5.2 An approval given by the Owners Corporation under clause 5.1 cannot authorise any additions to the common property.

5.3 This by-law does not prevent an owner or person authorised by the owner from installing:

- (a) any locking or other safety device for protection of the owner's lot against intruders, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children.

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5.4 Any such locking or safety device, screen, other device or structure must be 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.

5.5 Despite Section 62 of the Act, the owner of a lot must:-

- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 5.3 that forms part of the common property and that services the lot; and
- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in by-law 5.3 that forms part of the common property and that services the lot.

## 6. BEHAVIOUR OF OWNERS AND OCCUPIERS

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

## 7. CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

## 8. BEHAVIOUR OF INVITEES

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

## 9. DEPOSITING RUBBISH AND OTHER MATERIALS ON COMMON PROPERTY

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using the common property.

## 10. DRYING OF LAUNDRY ITEMS

An owner or occupier of a lot must not, except with the consent in writing of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the Building.

## 11. CLEANING WINDOW AND DOORS

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

## 12. STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

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- 12.1 An owner or occupier of a lot must not, except with the approval in writing of the Owners Corporation, use or store on the lot or the common property any inflammable chemical, liquid or gas or other inflammable material.
- 12.2 This by-law does not apply to chemicals, liquids or gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

## 13. MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the Building unless sufficient notice has first been given to the Executive Committee so as to allow a representative to be present at the time when the owner or occupier does so.

## 14. FLOOR COVERINGS

- 14.1 An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot, and in particular will have to install such underlays or sound proofing which is in accordance with the Building Code of Australia.
- 14.2 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

## 15. GARBAGE DISPOSAL FOR RESIDENTIAL LOTS

- 15.1 An owner of a Residential lot:
- (a) must dispose of waste by placing it in an appropriate container in the garbage room located on the common property;
  - (b) must dispose of recyclable waste by placing it in an appropriate container in the garbage room located on the common property;
  - (c) must ensure that before refuse is placed in any receptacle that it is securely wrapped or, in the case of tins or other containers, completely drained;
  - (d) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take action as may be necessary to clean the area within which that thing was spilled; and
  - (e) must comply with the directions from time to time of the Owners Corporation as to the manner of disposal of garbage.
- 15.2 Owners and occupiers of Residential Lots must use the garbage room designated for the Residential Lots in the Building.

## 16. KEEPING ANIMALS

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16.1 Subject to section 49(4), an owner or occupier of a lot must not keep any animal on the lot or the common property except as follows:

- (a) a dog and / or cat or caged bird on the lots on Level 1 or Level 2;
- (b) a small dog and / or cat or caged bird on any other lot.

16.2 If an owner or occupier of a lot keeps a dog or cat or small caged bird on the lot pursuant to clause 16.1, then the owner or occupier must:

- (a) notify the Owners Corporation that the animal is kept on the lot; and
- (b) keep the animal within the lot;
- (c) carry the animal when it is on the common property; and
- (d) take any action that is necessary to clean all areas of the lot or the common property that are soiled or damaged by the animal.

## 17. APPEARANCE OF LOT

17.1 The owner or occupier of a lot must not, without the written consent 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 Building.

17.2 This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as prohibited by by-law 10.

## 18. NOTICE BOARD

The Owners Corporation must cause a notice board to be affixed to some part of the common property.

## 19. CHANGE IN USE OF LOT TO BE NOTIFIED

19.1. An occupier of a lot must notify the Owners Corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

19.2. Nothing in this by-law should be construed as authorising any owner or occupier of any lot to change the use of his or her lot. Any change of use of a lot must comply with the requirements of all competent authorities, these by-laws and the Strata Management Statement.

## 20. USE OF CARPARKING

### Lot Carparking

20.1 An owner or occupier of a lot can only use the space/s (other than the storage spaces) attached to his or her lot (if any) on the Upper Basement Level for the purposes of parking motor vehicles.

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- 20.2 An owner or occupier of a lot may not use any power point located within the carparking space attached to his or her lot (if any) to power any electrical equipment on a continuing basis. These power sources may only be used by owners or occupiers for small appliances and on a short-term basis.
- 20.3 The Owners Corporation has the right to use any power source located within a lot provided that use complies with the restrictions imposed by by-law 20.2.
- 20.4 The Owners Corporation has the right to disconnect any power source used by an owner or occupier in contravention of by-law 20.2.

## Visitor's carparking

- 20.5 An owner or occupier of any Lot must not park in the spaces marked "Visitors Carparking" and they also must ensure that any person visiting any Lot must not park in a parking space designated as "Visitors Carparking" for more than two hours between the hours of 7am and 8pm.

## 21. CURTAINS

Any curtain or blind in a window or door, which faces public or common areas, must have a backing coloured beige unless otherwise authorised in writing by the Owners Corporation.

## 22. AIR CONDITIONING IN THE BUILDING

- 22.1 Where air conditioning has been installed in a lot by the Original Owner, the owner of the lot:
- (a) owns the Air Conditioning Equipment installed and located on the common property and connected to the lot; and
  - (b) has a special privilege to connect to the Air Conditioning Equipment on the common property and to access his or her own Air Conditioning Equipment via the common property for the purposes of maintenance or repair.
- 22.2 The owner:
- (a) must maintain replace or repair his or her own Air Conditioning Equipment and pay all running costs for the Air Conditioning Equipment;
  - (b) must reimburse the Owners Corporation for maintenance, repair of or replacement of any Air Conditioning Equipment which exclusively services his or her lot which may be carried out by the Owners Corporation;
  - (c) bears the sole responsibility of insuring any Air Conditioning Equipment;
  - (d) must make prior arrangement with the Executive Committee to gain access to his or her Air Conditioning Equipment;
  - (e) must comply with the requirements of any competent authority regarding the operation of the Air Conditioning Equipment;
  - (f) must repair damage to common property or the property of another owner or occupier caused by exercising rights or complying with obligations under this by-law;

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- (g) must indemnify the Owners Corporation against all claims and liability caused by exercising rights or complying with obligations under this by-law.

## 23. HOT WATER SYSTEMS

- 23.1 The owner of each lot has a special privilege to connect to and use the common property hot water system.
- 23.2 Each owner or occupier must:
  - (a) pay the Owners Corporation according to regular accounts issued by the Owners Corporation that are based on metered readings or pay these accounts direct to the Service Provider; and
  - (b) give the Owners Corporation access to his or her lot to read any hot water meters located in the lot.
- 23.3 The Owners Corporation must:
  - (a) operate, maintain, repair and replace the hot water system; and
  - (b) give owners and occupiers regular accounts for their costs under this by-law.
- 23.4 The Owners Corporation may have agreements with third parties about the operation, maintenance, repair and replacement of the hot water system.
- 23.5 The Owners Corporation may discontinue the hot water service to an owner's lot if the owner or occupier has not paid the Owners Corporation's costs under this by-law.
- 23.6 The Owners Corporation does not have to reinstate the hot water service until the owner or occupier pays the cost.

## 24. STRUCTURAL SUPPORT IN THE BUILDING

An owner or occupier must not carry out any alteration to any part of the Building which renders structural support to any other part of the Building without first submitting copies of all relevant plans and approvals to the Owners Corporation and obtaining the written permission of the Owners Corporation to the proposed alteration. The consent of any competent authority must also be obtained for the alteration and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by the consent authority and the Owners Corporation.

## 25. RETAIL LOTS

### Usage

- 25.1 The owner or occupier for the time being of any Retail Lot (Owner) is entitled at any time to make application to Marrickville Council and any other competent authority for consent to specific uses of a Retail Lot. The Owners Corporation and all other lot owners must consent to the lodgement of any application to Marrickville Council by the owner for the time being of a Retail Lot and they acknowledge that the sole consent authority for a specific use of a Retail Lot is Marrickville Council, and the Owners Corporation authorises the Strata Manager of the Strata Scheme from time to

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time to sign any form of consent required by the Council to process any Application to be lodged with the Council for the specific use of a Retail Lot.

- 25.2 If a specific use of a Retail Lot is approved, the Owners Corporation must also consent to the installation of any equipment required by statute for the conduct of the approved business within the Retail Lot.
- 25.3 If use as a restaurant or other catering business is approved, the Owner is entitled to exclusive use and enjoyment of so much of the common property as is necessary for the installation of a grease trap to be used in connection with the conduct of the business within the Retail Lot. The Owner is solely responsible for the cost of installation and proper maintenance of, and keeping in a state of good and serviceable repair, the grease trap and the common property used for installation of the grease trap.
- 25.4 The Owner of each Retail Lot is also entitled to exclusive use and possession of so much of the following common property:
- (a) the front walls below the level of the first residential floor adjacent to each Lot
  - (b) that part of the awning facia adjacent to each Lot;
  - (c) the shop front of each Lot

as is necessary for the installation of signage to be used in connection with the business conducted within the Retail Lot, subject to the following conditions:

- (i) The Owner must obtain the consent of the Owners Corporation which consent shall not be unreasonably withheld provided the signs are tasteful and keeping in with the building provided further that whilst ever Newtown Village Pty Limited is the owner of any Retail Lot it will not be necessary to obtain the consent of the Owners Corporation and the decision as to whether a sign is tasteful and in keeping with the building shall be made by Newtown Village Pty Limited.
- (ii) The Owner must install and maintain any signage at its own cost and keep it in a state of good repair and must repair any damage to the Building caused when a sign is erected or removed under this by-law.
- (iii) Before the installation of any signage the Owner must obtain all necessary consents from Marrickville Council and any other authority required for such installation and provide a copy of the consent to the Owners Corporation. The Owners Corporation shall sign such forms of consent as required by the Marrickville Council to process the necessary application.

## Garbage

- 25.5 The owners or occupiers of Retail Lots in the Building must arrange and pay for their own garbage and waste removal from the Building and must:
- (a) comply with all the requirements of Marrickville Council and any other relevant authority regarding storage, collection and removal of waste, and
  - (b) to the extent that the following obligations do not conflict with any obligations under by-law 25.5(a), must:

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- (i) ensure that before refuse is placed in any receptacle it is securely wrapped or, in the case of tins or other containers, completely drained; and
  - (ii) promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled; and
  - (iii) comply with the directions from time to time of the Owners Corporation as to the manner of disposal of garbage.
- (c) not use any garbage room provided for the Residential Lots for removal of the Retail Lot's garbage.

25.6 Owners and occupiers of Retail Lots must use the garbage room designated for the Retail Lots in the Building.

## **Subdivision of Retail Lots**

25.7 It is acknowledged that the owners of any of the Retail Lots can subdivide their lots into smaller lots or consolidate them into larger lots subject to obtaining the consent of the relevant authorities. It is acknowledged that the Owners Corporation will not object to such subdivision application.

Where the owner of any Retail Lot provides a letter from a person qualified to sign a Strata Certificate to the effect that all relevant regulations and requirements have been satisfied and that the proposed subdivision does not create additional common property or remove common property, the Owners Corporation must pass a resolution to approve the Strata Plan of Subdivision and a person authorised by the Owner's Corporation shall place the Strata Seal on the Strata Plan of Subdivision and note, where appropriate, that the initial period has expired.

25.8 The Owner of each Retail Lot shall have a special privilege and an exclusive right to:-

- (a) Install any service, duct, mechanical equipment, compressors, grease trap, or other services in the area of the Common Property designated for services on the roof and over the entry to the car park from Crescent Lane
- (b) Install ducts, cables, pipes in the existing duct installed on the Common Property for the use of the Retail Lots to the north of the lift shaft
- (c) Drill holes in the floor of any Retail Lot provided that any such hole does not exceed 110mm in diameter for the purpose of installing drainage and water pipes into the car park within the common property under the Retail Lots.

These rights and exclusive use are on the following conditions:

- (i) The services and/or items must be installed in accordance with the relevant Australian Standard with respect to the equipment and noise emissions and the Building Code of Australia in relation to any drill holes and must be approved by the relevant authority and the Owner using the service and/or items must pay for the installation and maintenance of those services and/or



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items, and must be installed in such a way as to allow reasonable access for maintenance;

- (ii) The Owner who has installed the above service and/or item must repair and replace his or her own service and/or item and pay for all running costs if any for such service and/or item;
- (iii) The Owner shall comply with the requirements of any relevant complying authority regarding the use and operation of such service and/or item,
- (iv) The Owner shall indemnify the Owners Corporation against all claims and liability caused by exercising these rights or complying with obligations under this by law.

## 26. SIGNAGE

Owners and occupiers of Residential Lots in the Building must not, without the consent of the Owners Corporation, erect advertising or other signs in the Building. This restriction includes, without limitation, signs that advertise that a lot is for sale or available for lease. Any consent given by the Owners Corporation to the placement of a sign under this by-law is subject to the conditions specified in by-laws 25.4(c) to 25.6. This by-law does not apply to Newtown Village Pty Limited whilst ever it is an owner of a lot in the strata scheme.

## 27. LIFTS

- 27.1 The Lift serving the Building shall be for the use of all Lots in the Scheme and all lots shall contribute to the cost of its repair and maintenance in accordance with their unit entitlements as part of the normal strata levies.
- 27.2 The Dumb Waiter shall be for the exclusive use of Lot 14 and the cost of cleaning, repairing and maintaining such Dumb Waiter shall be borne by Lot 14.

## 28. GARDENS

It is acknowledged that any gardens that form part of a lot shall be maintained by the owner of that lot who must keep the gardens in a tidy and fit condition.

## 29. LOADING SPACE

- 29.1 The owners or occupiers of all Lots in the Strata Plan have joint use of the Loading Space.
- 29.2 Owners or occupiers of any Lots must not use the Loading Space for any other purpose other than for loading or removing and further must not:-
  - (a) Leave any rubbish in the Loading Space area;
  - (b) Permit the Loading Space to be used in any way so as to constitute a nuisance or annoyance or likely to cause any fire risk; or
  - (c) interfere with the peaceful enjoyment of the owner or occupier of another Lot in the Strata Plan or any person lawfully using the Common Property.

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29.3 The owner or occupier of any Lot will be liable for any damage caused to any part of the Building or the Common Property as a result of them failing to properly observe the terms of this By-Law.

29.4 The owner or occupier of any Lot using the Loading Space must comply with any reasonable direction or requirement of the Owners Corporation from time to time.

## 30. INSURANCE PREMIUMS

30.1 If the use to which a Retail Lot is put causes an insurance premium for the Owners Corporation to be greater than it would be if it were not put to that use, then the amount of that increased insurance premium shall be payable by the Owner of that Retail Lot and if the increase is attributable to more than one Retail Lot such Retail Lots shall bear the burden of the increased premium in proportion of the contribution to the increased premium that each lot makes.

30.2 A statement in writing by the Owners Corporation's insurance, or its broker, will be conclusive evidence of the fact and the extra amount of premium.

## 31. GENERAL EXCLUSIVE USE RIGHTS

31.1 The owner or occupier of any Lot has the right to the exclusive use and enjoyment of any service that exclusively services its individual Lot that is located in and forming part of the Common Property ("Exclusive Services").

31.2 The owner or occupier is responsible for the ongoing repair and maintenance of the Exclusive Services.

31.3 In the event that the owner or occupier or person authorised by an owner or occupier fails to maintain the Exclusive Services in accordance with this by-law, the original owner during the initial period or the Owners Corporation following the expiration of the initial period, or any person authorised by it, may undertake any works necessary to maintain the Exclusive Services to be in keeping with this by-law. The costs of the original owner or Owners Corporation, as the case may be, undertaking such works shall be a debt payable by the owner or occupier to the original owner or Owners Corporation, as the case may be, on demand.

## 32. EXCLUSIVE USE RIGHTS OF LOT 33

32.1 The owners for the time being (and the occupiers) of Lot 33 are entitled to the exclusive use and enjoyment of the common property area shown on the attached Exclusive Use Plan subject to them bearing all responsibility for the cost of the maintenance and upkeep of the exclusive use area.

32.2 The owners of Lot 33 are entitled to build a timber deck, balustrade and shade structure within the exclusive use area.

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## DICTIONARY

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**Air Conditioning Equipment** means the air conditioner inside a lot or on the roof of the Building and includes air conditioning plant and equipment, pipes, wires, cables, vents and ducts servicing air conditioning plant and equipment.

**Building** means the building constructed at 21 Enmore Road, Newtown comprising a retail and residential apartment building with basement parking.

**Management Act** means the *Strata Schemes Management Act, 1996* as amended.

**Owners Corporation** means the Owners Corporation formed on registration of the strata scheme for the building.

**Residential Lot** means Lots 1 to 13 and Lots 16 to 29 in the Strata Plan.

**Retail Lot** means Lots 14 and 15 in the Strata Plan or either of them, as the context requires and this definition applies whether either lot is used for retail or for some other commercial use.

**Service** means water, drainage, sewer, electricity, gas, telephone, pay TV, communication service or any duct that has been constructed in the Building capable of providing any type of service or benefit to any Lot within the Building or any other similar service required by the owner or occupier of any Lot.

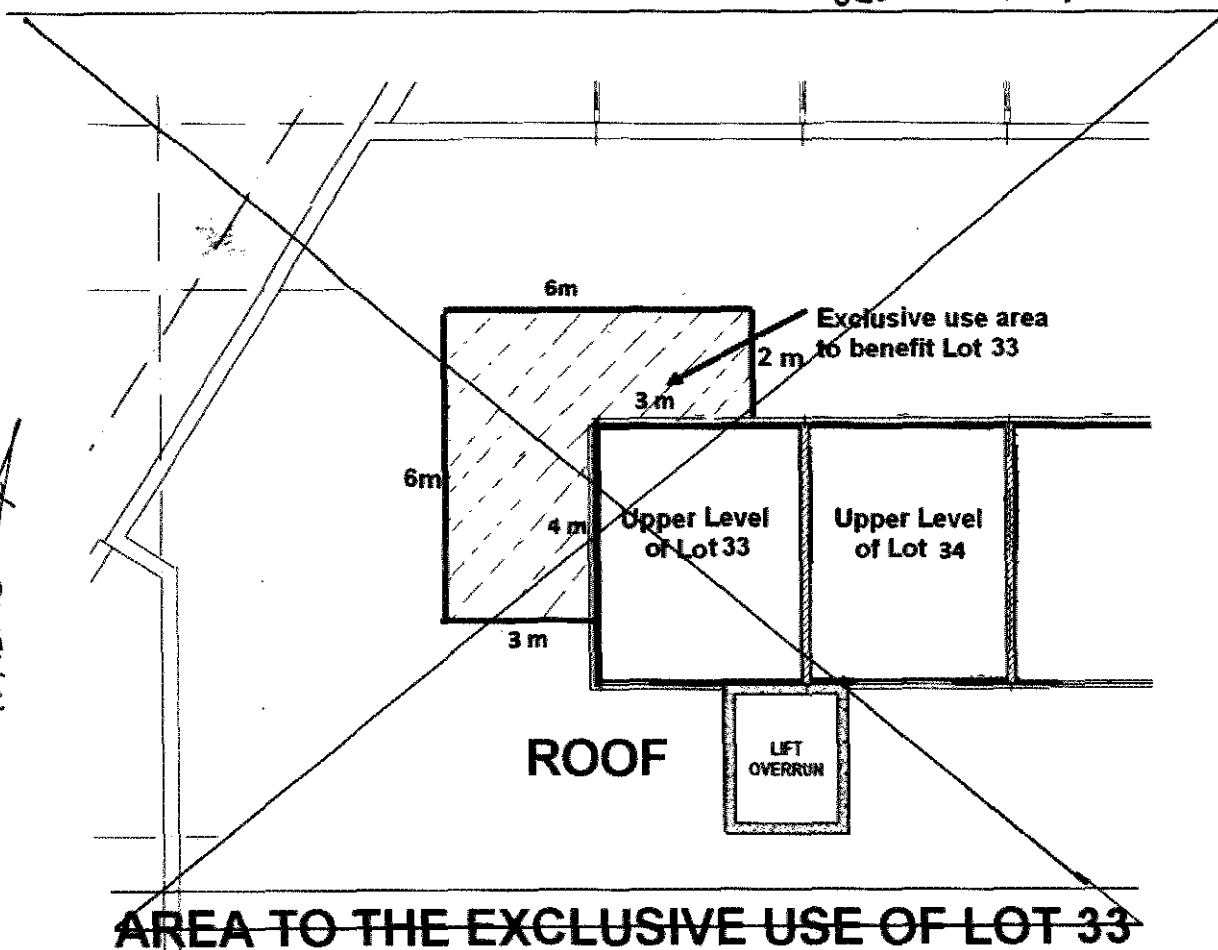
**Service Provider** means any person or authority providing any of the Service to the Building.

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## EXCLUSIVE USE PLAN - SEE SHEET 13

AMENDED BY SURVEYOR  
14.12.13



NEWTOWN VILLAGE PTY LTD  
ACN 147 864 051

*[Signature]*  
GEORGE ANDREW REVAZ  
DIRECTOR / SECRETARY

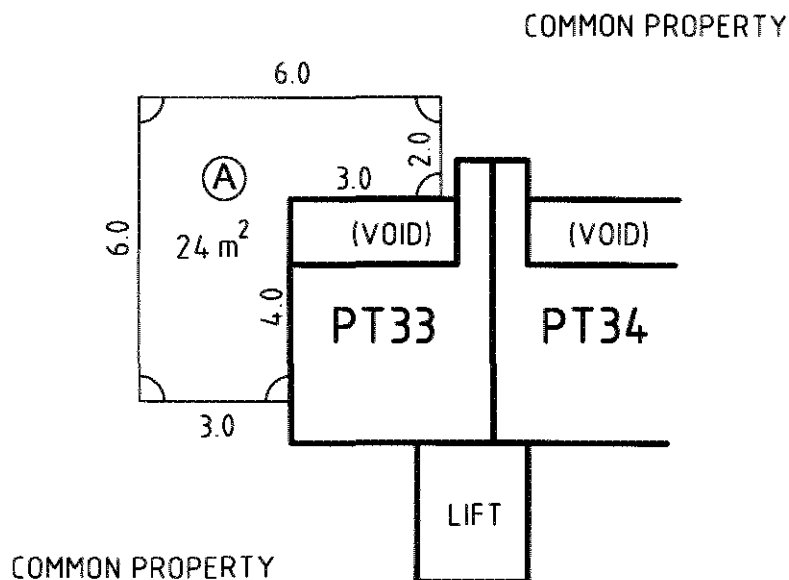
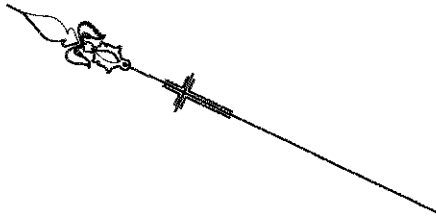
*[Signature]*  
IGNATIUS KURT LEIB  
DIRECTOR / SECRETARY

Land and Property Information NEW SOUTH WALES	
I certify the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.	Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.
Signature of witness: <i>[Signature]</i>	Signature of attorney: <i>[Signature]</i>
Name of witness: SAMANTHA SCHOON	Attorney's name: Daniel Keir
Address of witness: LEVEL 9, 201 SUSSEX ST, SYDNEY NSW 2000	Attorney's position: Relationship Director
	Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124
	Power of attorney - Book No: 494

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PLAN SHOWING AREA FOR  
EXCLUSIVE USE OVER PART OF  
COMMON PROPERTY S.P.89253  
No.21-23 ENMORE RD, NEWTOWN  
R.R 1:150

## LOFT LEVEL



Ⓐ DENOTES AREA FOR THE EXCLUSIVE USE OF LOT 33

┌ DENOTES 90 DEGREES  
AREAS ARE APPROXIAMTE ONLY

REGISTERED  19.12.2013

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

Leave this space clear. Affix additional pages to the top left-hand corner.

**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 89253
--

(B) LODGED BY

Document Collection Box	Name, Address or DX and Telephone Whelan Property Group PO Box 75 STRAWBERRY HILLS NSW 2012 Ph: 02) 9219 4111 Reference: <u>SP. 89253.AW</u>	CODE <b>CB</b>
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(C) The Owners-Strata Plan No. 89253 certify that pursuant to a resolution passed on 21 April 2016 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—

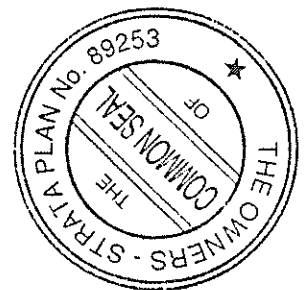
(E) Repealed by-law No.

Added by-law No. Special By-Law 34

Amended by-law No.

as fully set out below:

As per Annexure A.



(F) The common seal of the Owners-Strata Plan No. 89253 was affixed on 04 May 2016 in the presence of—

Signature(s):

Name(s): Christopher Whelan

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:

## Special By-Law 34 - Rectification of Settlement Cracks

1) Pursuant to Section 62(3), the Owners Corporation will not be responsible to repair any damage or defect to the common property walls or ceilings within any lot space provided that;

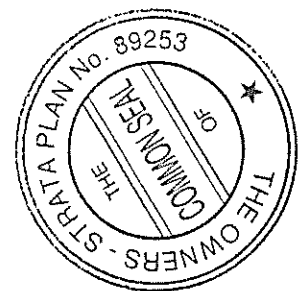
(a) Any damage or defect is limited to settlement or shrinkage cracks that do not affect the structural integrity of the building/s;

(b) the damage has not been caused by impact or other insurable events;

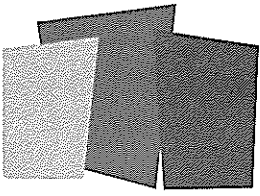
(c) the damage has no material effect upon the utility of a lot.

(2) If a dispute arises with the owner of a lot in the strata scheme in respect of sub clause 1(a), a structural engineer must make the decision as to whether the subject damage or defect is the result of settlement or shrinkage or is a structural or other defect.

(3) If a structural engineer is appointed pursuant to clause 2, the professional costs shall be borne by the Owners Corporation if the damage or defect is determined to be a structural defect, or by the owner of the subject lot if the damage or defect is determined to be caused by settlement or shrinkage.



A handwritten signature in black ink, consisting of a large, stylized loop followed by a horizontal stroke.



**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES

## Remittance Advice

**WHELAN PROPERTY GROUP**  
ABN: 28 116 912 488  
PO BOX 75, STRAWBERRY HILLS NSW 2012  
277 PYRMONT ST, ULTIMO NSW 2007  
T: 02 9219 4111 | F: 02 9281 9915  
E: strata@whelanproperty.com.au  
www.whelanproperty.com.au

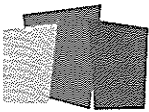
Department of Lands  
GPO Box 15  
SYDNEY NSW 2001

Date	Plan	Reference	Description	Amount
06/05/2016	89253	06.05.16	By-law 34 registration	109.50

Cheque no. 000008                      6/05/2016  
Strata Plan 89253: Newtown Village, 21-23 Enmore Road, NEWTOWN NSW 2042

Total                      \$109.50

ANY ATTEMPT TO ALTER OR LIFT INFORMATION OFF THIS CHEQUE WILL RESULT IN A BRUISE VISIBLE UNDER A BLACK LIGHT. ANY BRUISING IN THE PAYEE NAME OR AMOUNT AREA MAY INDICATE A FRAUDULENT CHEQUE.



**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES

**MACQUARIE BANK LIMITED**  
1 SHELLY STREET SYDNEY NSW



**NOT NEGOTIABLE**

DATE                      6/05/2016

PAY TO            Department of Lands

THE SUM            One hundred nine dollars and 50 cents  
OF

\$ 109.50

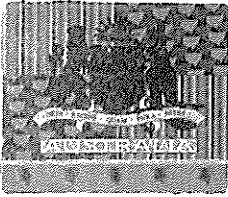
Trust Account for SP-89253

000008 18 20 22 21 23 95 97 26 3

SECURITY FEATURES INCORPORATED IN THIS CHEQUE WILL BE VISIBLE UNDER A BLACK LIGHT. ANY BRUISING IN THE PAYEE NAME OR AMOUNT AREA MAY INDICATE A FRAUDULENT CHEQUE.



BOX 1W  
(A1710509)



NEW SOUTH WALES

# CERTIFICATE OF TITLE

REAL PROPERTY ACT, 1900



TORRENS TITLE REFERENCE	
CP/SP89253	
EDITION	DATE OF ISSUE
3	3/7/2014
CERTIFICATE AUTHENTICATION CODE	
YS3L-42-3454	

I certify that the person described in the First Schedule is the registered proprietor of an estate in fee simple (or such other estate or interest as is set forth in that Schedule) in the land within described subject to such exceptions, encumbrances, interests and entries as appear in the Second Schedule and to any additional entries in the Folio of the Register.

REGISTRAR GENERAL



## LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 89253 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT NEWTOWN.  
LOCAL GOVERNMENT AREA: MARRICKVILLE.  
PARISH OF PETERSHAM COUNTY OF CUMBERLAND  
TITLE DIAGRAM: SP89253

## FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 89253  
ADDRESS FOR SERVICE OF NOTICES:  
C/- WHELAN PROPERTY GROUP  
PO BOX 75 STRAWBERRY HILLS NSW 2012

## SECOND SCHEDULE

- RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- M827585 EASEMENT TO DRAIN SEWAGE APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM AFFECTING THE LAND SHOWN AS PROPOSED EASEMENT TO DRAIN SEWERAGE OVER EXISTING PIPES WITHIN LOT 4 IN DP555059
- M896259 EASEMENT TO DRAIN SEWAGE APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM AFFECTING THE LAND SHOWN AS PROPOSED EASEMENT TO DRAIN SEWERAGE OVER EXISTING PIPE WITHIN LOTS 2 AND 3 IN DP555059
- AH296911 RESTRICTION(S) ON THE USE OF LAND
- AI225851 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE AND VARIABLE AFFECTING THE SITE DESIGNATED (A) IN PLAN WITH AI225851
- AI225851 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.83 WIDE AND VARIABLE AFFECTING THE SITE DESIGNATED (B) IN PLAN WITH AI225851
- AI225851 RIGHT OF CARRIAGEWAY VARIABLE WIDTH AFFECTING THE SITE DESIGNATED (C) IN PLAN WITH AI225851
- DP1192188 RIGHT OF PUBLIC ACCESS 6 METRE(S) WIDE LIMITED IN HEIGHT AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1192188
- DP1192188 POSITIVE COVENANT
- DP1192188 RIGHT OF ACCESS 4 METRE(S) WIDE LIMITED IN HEIGHT AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1192188
- DP1192188 RIGHT OF ACCESS 4 & 4.75 METRE(S) WIDE LIMITED IN

END OF PAGE 1 CONTINUED OVER

ANY ATTEMPT TO ALTER THIS CERTIFICATE COULD RESULT IN HEAVY FINES OR IMPRISONMENT (S.141 REAL PROPERTY ACT).

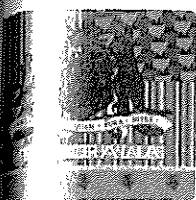
BOX 1W  
(AI710509)



NEW SOUTH WALES

# CERTIFICATE OF TITLE

REAL PROPERTY ACT, 1900



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REGISTRAR GENERAL



## SECOND SCHEDULE (CONTINUED)

- HEIGHT AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1192188
- 13. DP1192188 RESTRICTION(S) ON THE USE OF LAND
  - 14. AI515141 CHANGE OF BY-LAWS

## SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

### STRATA PLAN 89253

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 192	2	- 212	3	- 231	4	- 357
5	- 218	6	- 222	7	- 331	8	- 296
9	- 225	10	- 192	11	- 194	12	- 194
13	- 199	14	- 466	15	- 259	16	- 341
17	- 222	18	- 227	19	- 333	20	- 292
21	- 223	22	- 190	23	- 253	24	- 259
25	- 194	26	- 320	27	- 203	28	- 227
29	- 302	30	- 327	31	- 341	32	- 296
33	- 296	34	- 220	35	- 294	36	- 259
37	- 277	38	- 264	39	- 52		

\*\*\*\* END OF CERTIFICATE \*\*\*\*