

Form: 15CH  
Release: 1-0

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

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New South Wales  
Strata Schemes Management Act 2015  
Real Property Act 1900

**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 91325	
(B) LODGED BY	Document Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	Collection Box Whelan Property Group PO BOX 75 STRAWBERRY HILLS NSW 2012 Ph: 02) 9219 4111 Reference: SP91325 AU	<b>CH</b>

(C) The Owners-Strata Plan No. 91325 certify that pursuant to a resolution passed on 29/8/2017 and

(D) in accordance with the provisions of Section No.141& 142 of the Strata Schemes Management Act 2015 the by-laws are changed as follows—

(E) Repealed by-law No. NOT APPLICABLE

Added by-law No. NOT APPLICABLE

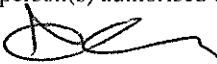
Amended by-law No. NOT APPLICABLE

as fully set out below:

Please refer to attached Annexure A for consolidated By Laws

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A

(G) The seal of The Owners-Strata Plan No. 91325 was affixed on 15/1/2018 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: 

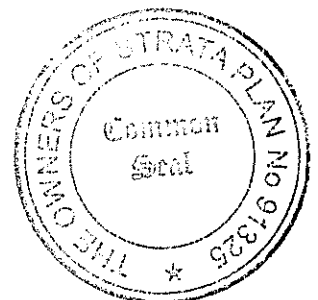
Name: Andrew Ucchino

Authority: Strata Manager

Signature:

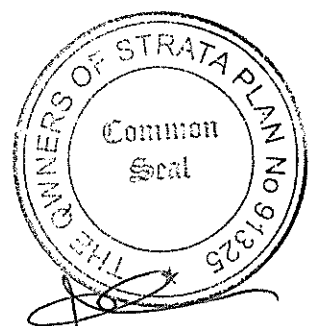
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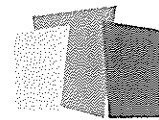
Authority:



# ANNEXURE A

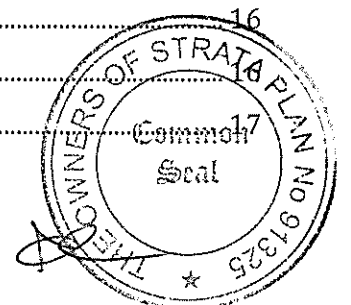
The Owners – Strata Plan 91325

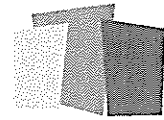




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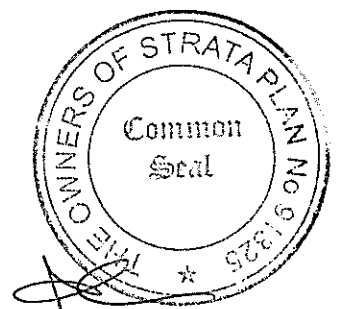


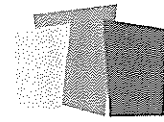


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**1 Noise**

An owner or occupier of a lot must not create any noise on a lot or the common property 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**

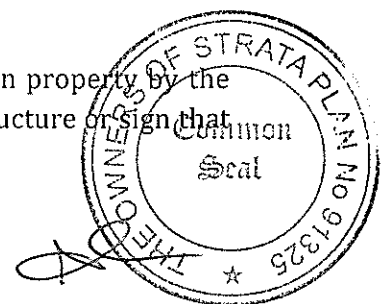
An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the Owners Corporation.

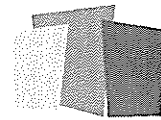
**3 Obstruction of Common Property**

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

**4 Damage to Common Property**

- (1) Except with the written approval of the Owners Corporation owner or occupier of a lot must not mark, paint, drive nails, screws or the like into, or otherwise damage or deface, any structure that forms part of the common property.
- (2) An approval given by the Owners Corporation under this by-law cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner of a lot or person authorised by it from installing any:
  - (a) locking or other safety device for protection of the lot against intruders or to improve safety within the lot;
  - (b) screen or other device to prevent entry of animals or insects on the lot;
  - (c) structure or device to prevent harm to children;
  - (d) sign to advertise the activities of an occupier of the lot if the Owners Corporation has specified locations for such signs and such sign is installed in the specified locations; or
  - (e) device used to affix decorative items to the internal surfaces of the walls in the lot.
- (4) Any such device, screen, structure or sign must be installed in a competent and proper manner and, after it has been installed, must have an appearance in keeping with the appearance of the rest of the building.
- (5) Despite section 62 of the Strata Schemes Management Act 1996 (NSW), the owner of a lot must:
  - (a) maintain and keep in a state of good and serviceable repair any such device, screen, structure or sign that forms part of the common property and services the lot; and
  - (b) repair any damage caused to any part of the common property by the installation or removal of any such device, screen, structure or sign that





forms part of the common property and services the lot to the satisfaction of the Owners Corporation.

## 5 Damage to Lawns and Plants on Common Property

- (1) Except with the prior written approval of the Owners Corporation, an owner or occupier of a lot must not:
  - (a) interfere with any lawn, garden, tree, shrub, plant or flower being part of, or located on, the common property; or
  - (b) use any portion of the common property as a garden for the owner's or occupier's own purposes.
- (2) If an owner or occupier damages any such lawn, garden, tree, shrub or flower, it must promptly rectify such damage to the satisfaction of the Owners Corporation.

## 6 Behaviour of Owners and Occupiers

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

## 7 Children Playing On Common Property In Building

An owner or occupier of a lot must not permit any child of whom it has control to play on the common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on the common property comprising a laundry, car parking area or any 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 its invitees do not behave in a manner which is likely to interfere with the peaceful enjoyment of an owner or occupier of another lot or any person lawfully using the common property.

## 9 Depositing Rubbish and other Material on Common Property

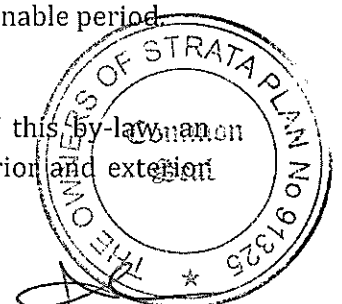
Except with the prior written approval of the Owners Corporation, an owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or any other material or discarded item.

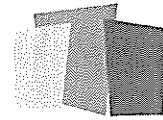
## 10 Drying of Laundry Items

Except with the prior written approval of the Owners Corporation, an owner or occupier of a lot must not hang any washing, towel, bedding, clothing or other article on any part of the lot in such a way as to be visible from outside the building, other than on any lines provided by the Owners Corporation for this purpose and only for a reasonable period.

## 11 Cleaning Windows and Doors

- (1) Except in the circumstances referred to in paragraph (2) of this by-law, an owner or occupier of a lot is responsible for cleaning all interior and exterior





surfaces of glass in windows and doors on a boundary of the lot, including those being part of, or located on, the common property.

- (2) The Owners Corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

## 12 Preservation of Fire Safety

The owner or occupier of a lot must not do anything or permit any Invitees of the owner or occupier to do anything on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to 'reduce the level of fire safety in the lots or common property.

## 13 Storage of Inflammable Liquids and Other Substances and Materials

- (1) Except with the prior written approval of the Owners Corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or Internal combustion engine.

## 14 Changes to Floor Coverings and Surfaces

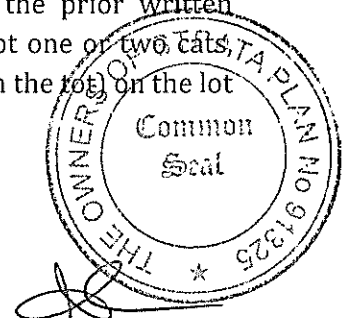
- (1) An owner or occupier of a lot must notify the Owners Corporation at least 21 days before changing any floor covering or surface of the lot if the change is likely to result in an increase in noise transmitted from the lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- (2) This by-law does not affect any requirement under any law to obtain consent, approval or any other authorisation for changing the floor covering or surface of a lot.

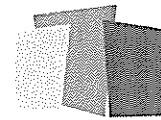
## 15 Floor Coverings

- (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 which is likely to disturb the peaceful enjoyment of an owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

## 16 Keeping Of Animals

- (1) Subject to section 49(4) of the Strata Schemes Management Act 1998 (NSW), an owner or occupier of a residential lot must not, without the prior written approval of the Owners Corporation, keep any animal (except one or two cats, dogs or small caged birds, or fish kept in a secure aquarium on the lot) on the lot or the common property.





- (2) The Owners Corporation must not unreasonably withhold its approval for keeping an animal on a residential lot.
- (3) If an owner or occupier of a residential lot keeps a cat, dog or small caged bird on the residential lot, then the owner or occupier must:
  - (a) notify the Owners Corporation that the animal is being kept on the residential lot;
  - (b) keep the animal within the residential lot;
  - (c) carry the animal when it is on the common property; and
  - (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

#### 17 Appearance of Lot

- (1) Except with the prior written approval of the Owners Corporation, an owner or occupier of a lot must not maintain within the lot anything visible from outside the lot that, if viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article in compliance with by-law 10.

#### 18 Change in Use of Lot to be Notified

An owner or occupier of a lot must notify the Owners Corporation if it 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 Preservation of Fire Safety

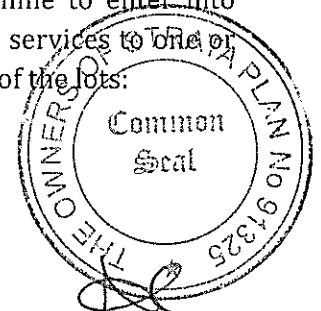
An owner or occupier of a lot must not do anything or permit any of its invitees to do anything on the lot or the common property which is likely to affect the operation of fire safety devices in any lot or the common property or to reduce the level of fire safety in any lot or the common property.

#### 20 Prevention of Hazards

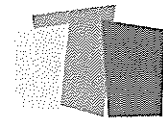
An owner or occupier of a lot must not do anything or permit any of its invitees to do anything on the lot or the common property which is likely to create a hazard or danger to an owner or occupier of another lot or any person lawfully using the common property.

#### 21 Provision of Amenities or Services

- (1) 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:
  - (a) security services;







- (b) promotional services;
- (c) advertising;
- (d) commercial cleaning;
- (e) domestic services;
- (f) garbage disposal and recycling services;
- (g) electricity, water or gas supply; and
- (h) telecommunication services (for example, cable television).

(2) If the Owners Corporation makes a resolution to provide an amenity or service to a lot or to an owner or occupier of a lot, it must indicate in the resolution the amount for which, and the conditions on which it will provide the amenity or service.

**Note:** Section 111 of the Strata Schemes Management Act 1996 (NSW) provides that an Owners Corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier of the lot.

## 22 Compliance with Planning and other Requirements

- (1) An owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot used for residential purposes must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

## 23 Window Coverings

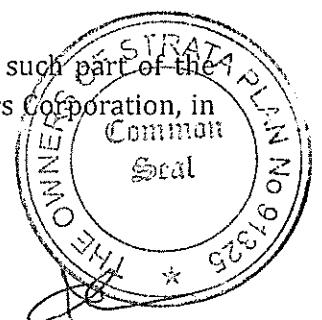
- (1) An owner or occupier of a lot used for residential purposes may install only white roller-blinds on the windows within the lot with the written approval of the Owners Corporation.
- (2) As a condition of granting its approval, the Owners Corporation may require that such white roller-blinds have the same appearance in colour and material as other white roller-blinds already installed in other lots at the time that such approval is sought.

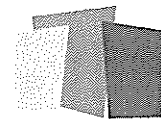
## 24 Signage for Residential Lots

An owner or occupier of a lot used for residential purposes must not erect a sign in the lot or on the common property.

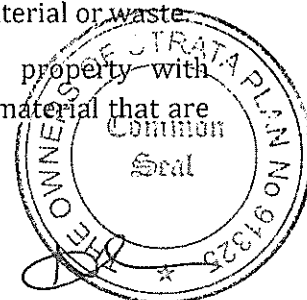
## 25 Garbage Disposal

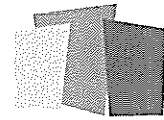
- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
  - (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the Owners Corporation, in





- a clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered;
- (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines;
  - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the Owners Corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected;
  - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a);
  - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier; and
  - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
  - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot must:
- (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material and
  - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- (4) The Owners Corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.





## 26 Use of Rooftop and Stairs to Rooftop

An owner or occupier of a lot (other than Lots 47 and 48) must not access the rooftop of the building and the stairs to the rooftop. The rooftop of the building and the stairs to the rooftop may only be accessed and used by the persons authorised by the Owners Corporation and the owners and occupiers of Lots 47 and 48.

## 27 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.

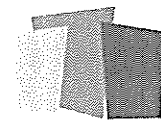
## 28 Air-Conditioning Plant and Equipment

An owner or occupier of a lot is responsible for cleaning, repairing, maintaining and replacing any air conditioning plant and equipment within its lot at its own cost.

## 29 Exclusive Use By-Laws

- (1) To assist the Owners Corporation and all owners of the lots to pay for the maintenance, repair and replacement of the common property, exclusive use by-laws will make certain owners responsible for the common property in respect of which they have exclusive use or benefit. These by-laws may also provide special privilege in respect of such common property.
- (2) The Owners Corporation may create, amend or cancel any exclusive use by-law only by special resolution and provided that it has the written consent of the owner of each lot which benefits from the relevant exclusive use by-law.
- (3) An owner of a lot may exercise any rights that it has pursuant to an exclusive use by-law, regardless of whether it allows an occupier of the lot to exercise its rights under that by-law.
- (4) If an exclusive use by-law requires an owner to contribute towards the Owners Corporation's costs, then it will receive regular accounts from the Owners Corporation either with their regular administrative and sinking fund contributions or as otherwise required by the Owners Corporation from time to time.
- (5) An owner of a lot subject to an exclusive use by-law must repair any damage caused to the common property or property of another owner or occupier when exercising any of its rights under the exclusive use by-law.
- (6) An owner of a lot subject to an exclusive use by-law indemnifies and must keep indemnified the Owners Corporation against all costs, expenses, liabilities, losses, damages, demands, claims, suits and proceedings incurred or suffered by, or made against, the Owners Corporation in connection with the exercise of any of its rights under an exclusive use by-law.

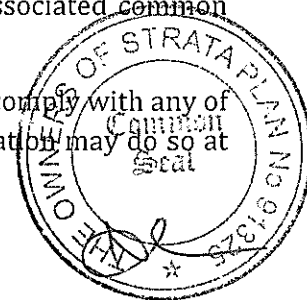


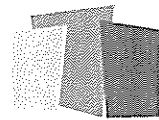


- (7) If an exclusive use by-law increases the insurance premiums of the Owners Corporation, then the owner of the lot subject to an exclusive use by-law must reimburse the Owners Corporation for any such increase.

### 30 Exclusive Use and Special Privilege to use Part of Air Conditioning Area

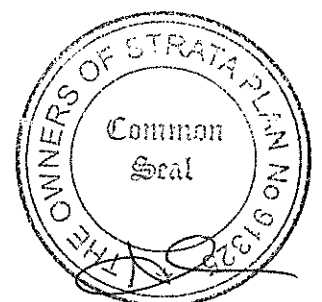
- (1) In this By-law:
  - (a) "Benefitted Lots" means Lots 4, 5, 9, 10, 14, 15, 19, 20, 24, 25, 29, 30, 34, 35, 39, 40, 43 and 46; and
  - (b) "Air Conditioning Area" means the area forming part of the common property In which air conditioning plant and equipment is located and which is marked A on the plan which is Annexure A to these by-laws.
- (2) An owner or occupier of a Benefitted Lot may have the exclusive use of that part of the Air Conditioning Area in which the air conditioning plant and equipment servicing its respective lot is located for the purpose and on the terms and conditions set out in this by-law.
- (3) The exclusive use under this by-law is granted solely for the purpose of using the air conditioning plant and equipment located in the relevant part of the Air Conditioning Area.
- (4) When exercising its rights and obligations under this by-law, an owner or occupier of the Benefitted Lot must:
  - (a) have its air conditioning plant and equipment regularly cleaned, maintained and repaired by a properly qualified and, if required by law, licenced contractors;
  - (b) keep its air conditioning plant and equipment in a good state of repair and condition and keep its part of the Air Conditioning Area clean and tidy;
  - (c) comply with, and ensure that its contractors comply with, relevant occupational health and safety legislation when using the Air Conditioning Area and operating, maintaining, repairing and replacing its air conditioning plant and equipment; and
  - (d) not use its air conditioning plant and equipment in a manner which is likely to Interfere with the peaceful enjoyment of an owner or occupier of another lot or any person lawfully using the common property.
- (5) The owner or occupier of the Benefitted Lot must pay the cost of all:
  - (a) cleaning, repairing, maintaining and replacing its air conditioning plant and equipment; and
  - (b) cleaning its part of the Air Conditioning Area and associated common property.
  - (c) if the owner or occupier of the Benefitted Lot fails to comply with any of its obligations under this by-law, the Owners Corporation may do so at

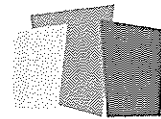




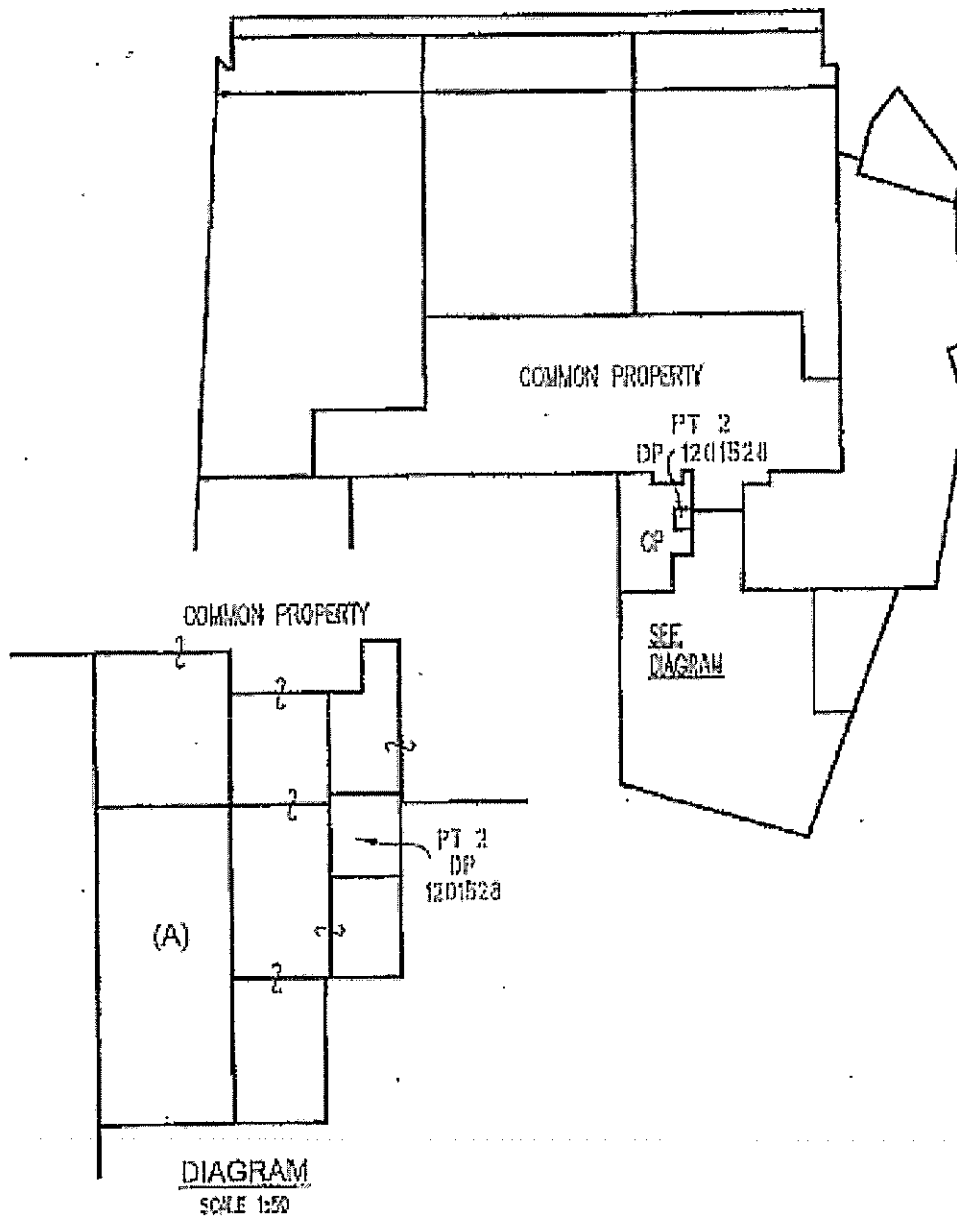
WHELAN PROPERTY GROUP  
STRATA MANAGEMENT SERVICES

the cost of the owner or occupier and may recover the costs of doing so from it.

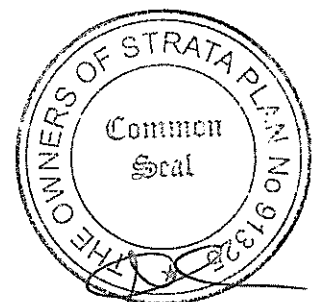


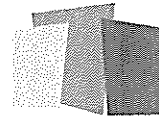


**ANNEXURE "A"**  
**EXCLUSIVE USE DIAGRAM FOR AIR CONDITIONING AREA**  
**LEVELS 3 TO 10**



- A - AIR CONDITIONING AREA & PLANT EQUIPMENT
- CP - COMMON PROPERTY





ANNEXURE "A"  
EXCLUSIVE USE DIAGRAM FOR AIR CONDITIONING AREA  
LEVELS 11 TO 12

SCALE 1:200

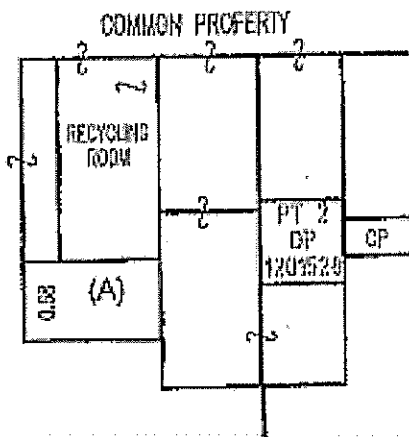
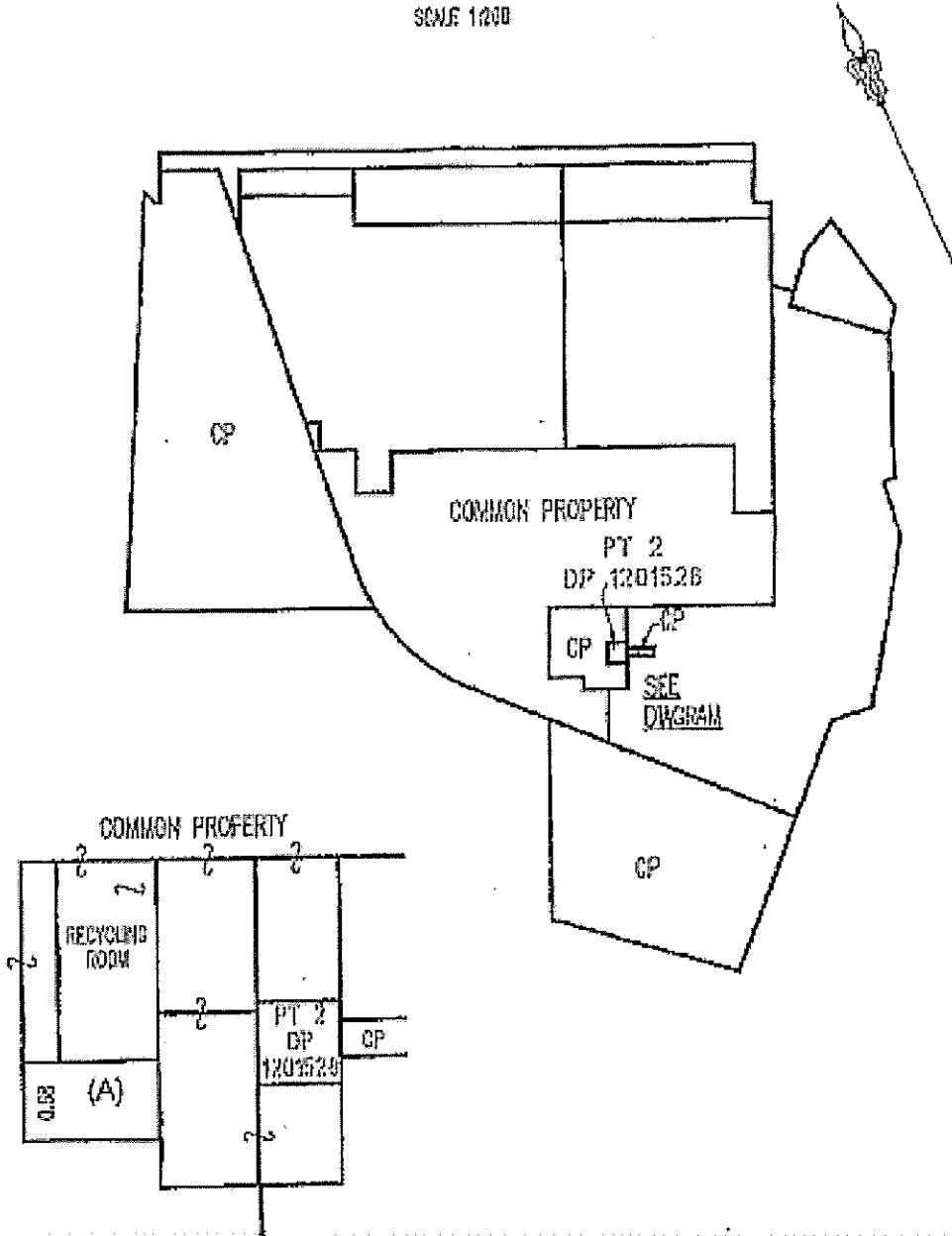
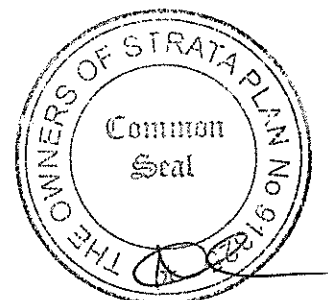
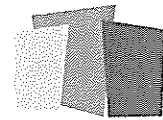


DIAGRAM  
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- A -- AIR CONDITIONING AREA & PLANT EQUIPMENT
- CP -- COMMON PROPERTY





### 31 Special By-Law 1 (Absolution of Appliance Maintenance)

- (1) Pursuant to section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation has deemed that it is inappropriate to repair, maintain, replace or renew any appliance that is designed only to service a single lot within the strata scheme, regardless of whether any portion of the appliance, (including motor, compressor, cabling, pipe, mounting, ducting or other pertinent fixture of the appliance) is located on or within common property or lot property.
- (2) The type of appliances referred to in this by-law shall include, but not be limited to:
  - (a) Bathroom & Kitchen Exhaust Fans;
  - (b) Light Fittings and Down lights;
  - (c) Alarm Systems;
  - (d) Air-Conditioning Apparatus.

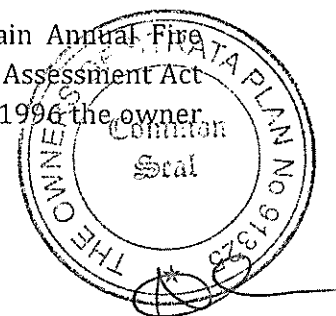
### 32 Special By-Law 2 (Access for Inspection of Fire Services)

#### (1) Definitions

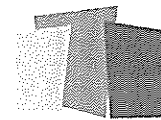
- (a) The following terms are defined to mean:
  - (i) "Agents" means the Strata Managing Agent, Executive Committee or any Fire Safety or personnel engaged by the Owners Corporation.
  - (ii) "Fire Safety Equipment" means any fire safety measure listed in clause 166 of the Environmental, Planning and Assessment Regulations 2000 (NSW) or any Fire Safety measure listed on the Fire Safety Certificate applicable to the strata scheme.
  - (iii) "Fines" or "Re-Inspection Fees" includes any fine or charge imposed on the Owners Corporation by a local council or other statutory or lawful authority or penalty charges imposed by a contractor or agent engaged by the Owners Corporation.
  - (iv) "Reasonable Access" means between the hours of 7.00am and 7.00pm Monday to Friday, excluding public holidays.
- (b) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those terms are attributed under that Act.

#### (2) Duties of Owners

In relation to the Owners Corporations responsibility to obtain Annual Fire Safety Statements pursuant to the Environmental, Planning and Assessment Act 1979 and section 65(1) of the Strata Schemes Management Act 1996 the owner of a lot is responsible for ensuring:







- (a) that where necessary the Owners Corporation or its Agents have reasonable access to the owners lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;
- (b) the occupants of the lot do not deny, obstruct or unreasonably delay access by the Owners Corporation or their Agents for the purposes of conducting the required fire safety inspection, testing, replacement or maintenance of any fire safety equipment.

**(3) Duties of the Owners Corporation**

The Owners Corporation or their Agents must provide the occupants of the lot with a minimum of seven (7) days' notice that access to the lot is required for the purposes of carrying out any works described in sub-clause (2).

**(4) Indemnity**

- (a) The owner of a lot indemnifies the Owners Corporation against any loss or damage that the Owners Corporation may suffer from Fines, Re-inspection Fees or any other costs that may be incurred by the Owners Corporation if access to the lot to conduct the necessary Fire Safety Inspections cannot be obtained by the cause or neglect of the occupant or the failure of the owner to fulfil their obligations as provided in sub-clause (2);
- (b) The owner of a lot indemnifies the Owners Corporation for any costs that may be incurred by the replacement of faulty fire safety equipment within the lot that is essential for the Annual Fire Safety Statement to be issued.

**(5) Right to Remedy Default**

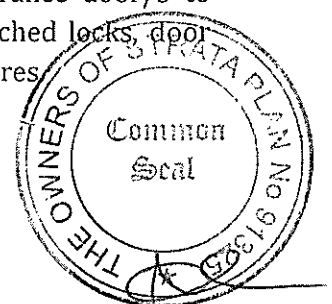
If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may:

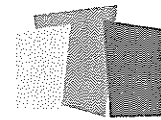
- (a) Carry out all work necessary to perform the obligation;
- (b) enter upon any part of the parcel to carry out that work;
- (c) and recover the costs of carrying out that work as a debt from the owner of the lot by way of a levy charged to the lot.

**33 Special By-Law 3 (Alterations and Additions to Fire Doors)**

**(1) Definitions**

- (a) The following terms are defined to mean:
  - (i) "Fire Door" means the common property entrance door/s to each lot in the strata scheme including all attached locks, door handles, door frames and other ancillary structures





(ii) "Original Condition" means the condition at the date of registration of the strata scheme.

(b) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have then same as those words are attributed under that Act.

**(2) Duties of Owners**

(a) Notwithstanding by-law 5 of Schedule One of the Strata Schemes Management Act 1996, an owner or occupier of a lot must not replace or make any alterations or additions to the Fire Door that gives access to the owner's or occupier's lot (including, but not limited to the replacement of locks) without first obtaining the written approval of the owners corporation; and

(b) make any alterations or additions to a Fire door that gives access to the owner's or occupier's lot that is in breach of the fire regulations under the Building Code of Australia.

**(3) Liability**

(a) An owner of a lot will be liable for any damage, alteration or addition made or caused to a Fire Door by the owner without the written approval of the owners corporation, and will reinstate the Fire Door to its original condition immediately after it has occurred.

(b) An owner of a lot will also be liable for any damage, alteration or addition made or caused to a Fire Door by the occupier or lessee of that owner's lot without the written approval of the owners corporation, and will reinstate the Fire Door to its Original Condition immediately after it has occurred.

**(4) Indemnity**

An owner of a lot must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of any damage, alteration or addition made or caused to a Fire Door by the owner or the occupier or lessee of the owner's lot including liability under section 65(6) in respect of any property of the owner.

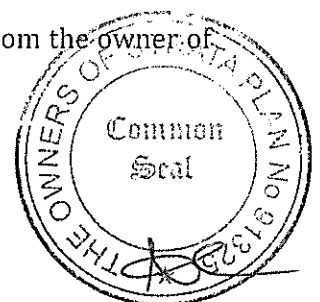
**(5) Right to Remedy Default**

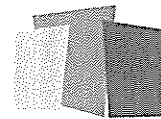
If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may:

(a) carry out all work necessary to perform the obligation;

(b) enter upon any part of the parcel to carry out that work; and

(c) recover the costs of carrying out that work as a debt from the owner of the lot.





- (1) Notwithstanding By-law 5(3)(b), the owners of any lot proposing to undertake the installation of security screens to the windows and doors of their lot must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme for approval by the Executive Committee.
- (2) The style, design and finish of any proposed security screens shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design of the first of any one type of screen to be notified to the secretary or the strata managing agent will, if approved by the Executive Committee, set the precedent for any other similar installations of security screens that may be proposed elsewhere in the strata scheme;
- (3) In the event an owner of a lot fails to accede to sub-clauses (1) & (2) of this by-law, then the Owners Corporation may request the removal of the installed security screens.

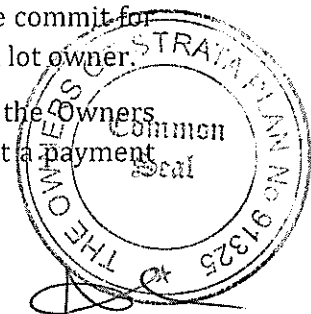
### 35 Special By-Law 5 (Levying of Debt Collection Expenses)

#### (1) Preamble

- (a) The intention of this by-law is to provide a mechanism for the Owners Corporation to add any expenses incurred associated with the pursuit of Levy Arrears and/or Debt Recovery Action for outstanding levies onto an owner by adding the charges directly to the lot owners' notice of contributions or "Levy Notice".
- (b) The expenses shall include but will not be limited to expenses charged by the Strata Managing Agent, Debt Collection agents or Solicitors engaged by the Owners Corporation or the reasonable expenses of the executive committee that are incurred during the debt recovery process.
- (c) These expenses will include any expenses or levies issued by the Owners Corporation prior to the commencement of this by-law.

#### (2) Definitions & Interpretation

- (a) In this by-law, unless the context otherwise requires or permits:
  - (i) "Agent" means any person engaged by the Owners Corporation to pursue levy arrears of a lot owner, including but not limited to the Strata Managing Agent, Debt Collection Agents or Solicitors.
  - (ii) "Costs" includes any charge, fee or invoice imposed on the Owners Corporation by an agent engaged by the Owners Corporation or the reasonable expenses of executive committee for the pursuit of levy arrears or debt recovery against a lot owner.
  - (iii) "Levy Payment Notice" means a notice issued by the Owners Corporation to an owner of a lot as notification that a payment



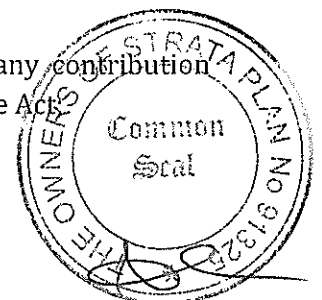
for a standard levy, special levy or charge upon the lot is due and payable to the Owners Corporation.

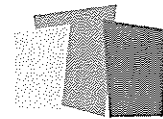
- (iv) "Lot" means any lot in the strata plan.
  - (v) "Owner" means the owner/s of the Lot.
  - (vi) "Owners Corporation" means the Owners Corporation created by the registration of strata plan for the scheme
  - (vii) "Owners Corporations Agents" means the Strata Managing Agent, Executive Committee or any contractor, legal counsel, debt recovery agent or other personnel engaged by the Owners Corporation for the pursuit of levy arrears.
  - (viii) "Reasonable expenses of the Executive Committee" means expenses that may approved by the Executive Committee at a properly convened executive committee meeting from time to time.
  - (ix) "The Act" means the Strata Schemes Management Act 2015.
- (b) Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.
- (c) In this by-law, unless the context otherwise requires:
- (i) the singular includes plural and vice versa;
  - (ii) any gender includes the other genders;
  - (iii) any terms in the by-law will have the same meaning as those defined in the Act; and
  - (iv) references to legislation includes references to amending and replacing legislation.

### (3) Powers, Duties and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations:

- (a) The Owners Corporation shall have the authority to add all costs associated with the recovery of levy arrears and/or Debt Recovery Action from a lot owner as a debt by way of a levy charged to the lot;
- (b) Any Debt Recovery expenses may be added to an owners' Levy Payment Notice that is issued by the Owners Corporation from time to time;
- (c) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- (d) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act





- (e) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;
- (f) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

**(4) Owners Right of Appeal**

- (a) In the event that a lot owner believes the expenses levied upon them pursuant to this By-law are unreasonable, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.
- (b) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause (4)(a) above, all charges imposed by the Owners Corporation shall stand.

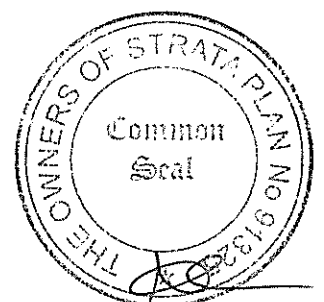
**36 Special By-Law 6 (Exclusive Use – Installation of Space Commander Storage Box and Storage Cage)**

Each owner for the time being of each lot in the strata scheme is conferred with the right to install a Space Commander Storage Box (hereinafter referred to as “storage box”) or silver coloured storage cage with wire chicken mesh or diamond aluminium grille (hereinafter referred to as “storage cage”) to service the owner’s lot (car space) within the strata scheme subject to the following terms and conditions:

- (a) the owners of any lot proposing to undertake the installation of a storage box or storage cage must submit comprehensive plans and diagrams of the proposed installation to the strata managing agent of the strata scheme for the approval of the Executive Committee (which approval may be withheld by the Executive Committee in its absolute discretion);
- (b) the storage box or storage cage must be installed wholly within the lot, shall not prevent or impede the ability to park a motor vehicle in the car space (to the intent that the storage box or storage cage must at least ensure that an area of 2.4 metres x 5.4 metres within the car space is kept unobstructed), shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;
- (c) the storage box or storage cage must be installed within the car space in a location and in such a way that it does not interfere with access, use or operation of common property or another lot property in the strata scheme or any person lawfully using the common property any other public areas bounding the strata scheme;



- (d) the storage box or storage cage must be installed in a location and in such a way that it does not interfere or restrict the fire sprinklers or any other fire equipment in the strata scheme;
- (e) the owners of any lot undertaking the installation of a storage box or storage cage must obtain all necessary permits, licenses or consents required by the local authority/council or other statutory or lawful authority for such installation;
- (f) the installation of the storage box or storage cage must be effected in a proper and workmanlike manner by licensed and insured tradespersons;
- (g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the storage box or storage cage must be forthwith made good by the owners of the lot from which the damage results at their sole cost and at no cost whatsoever to the Owners Corporation;
- (h) the storage box or storage cage must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
- (i) any costs for repairs, replacement or insurance cover of the storage box or storage cage including locking devices shall be borne by the lot owner in which the storage box services at no cost to the Owners Corporation;
- (j) any approval given by the Executive Committee for the installation of a storage box or storage cage only authorises the initial installation of the box or cage (as the case may be) and any replacement, renewal or other change to the box or cage will require a new application to be made to the Executive Committee for approval pursuant to this by-law;
- (k) In the event that an owner or occupier of a lot to which the storage box or storage cage is installed, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the storage box or storage cage and require its removal at the owner or occupier's sole expense.
- (l) the storage box or storage cage cannot be leased or sub-leased to any other person and are only for the sole use of the lot owner or the occupier of the lot.



## Approved Form 10

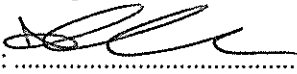
### Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

\*that the initial period has expired.

~~\*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No 91325 was affixed on ^ ..... 15 January 2018 ..... in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: ..... Andrew Ucchino ..... Authority: ..... STRATA MANAGING AGENT .....

Signature: ..... Name: ..... Authority: .....

^ Insert appropriate date

\* Strike through if inapplicable.

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**Text below this line is part of the instructions and should not be reproduced as part of a final document.**

1. This form must be provided in its entirety as shown above.
2. Any inapplicable parts should be struck through.
3. This certificate is required to accompany any document which proposes action not permitted during the initial period and when the common property title does not have a notification indicating the initial period has been expired.

