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CHANGE OF BY-LAWS
New South Wales
Strata Schemes Management Act 1996
Real Property Act 1900

AG163347U

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/SP82150
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(B) LODGED BY	Document Collection Box <i>W</i>	Name, Address or DX, Telephone, and Customer Account Number if any <i>Holding Redlich Lawyers DX 529 Sydney Ph: (02) 8083 0462 Reference (optional): Vanya Lozzi/Angela Mayton</i>	CODE CB
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(C) The Owners-Strata Plan No. 82150 certify that pursuant to a resolution passed on 21/3/2011 and in accordance with the provisions of -

(D) section 47 of the Strata Schemes Management Act 1996 the by-laws are changed as follows -

- (E) Repealed by-law No 23
 - Added by-law No N/A
 - Amended by-law No 23
- as fully set out below.
See Annexure "A"



(F) The common seal of the Owners-Strata Plan No 82150 was affixed on 22/3/11 in the presence of -

Signature(s): *[Signature]*
Name(s) *TONI FRENCH*

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

Annexure A to CHANGE OF BY-LAWS
Parties: The Owners-Strata Plan No. 82150
Dated: 22/3/11



23 CARRYING OUT MINOR WORK ON COMMON PROPERTY

- (a) An Owner or an Occupier (with the Owner's prior approval), may do minor building work on or make minor alterations to the interior of Common Property enclosing the Lot (for example, attach anything to Common Property or put nails or screws into Common Property walls) which has no material adverse effect on Common Property.
- (b) An Owner must not remove or alter any structural wall, except with the prior approval of the owners corporation and in compliance with the Strata Management Act.
- (c) An Owner or Occupier must not affix any lattice or grille to any part of the terrace, courtyard or balcony area of the Owner's Lot without the prior approval of the owners corporation and any relevant Authority.
- (d) An Owner or an Occupier (with the Owner's prior approval) may install on a Common Property wall an awning or other thing which is retractable and is intended to provide shade or shelter.
- (e) Any awning or other thing referred to in **by-law 23(d)** must:
 - (i) not be installed without the prior approval of the owners corporation;
 - (ii) be installed in a competent and proper manner; and
 - (iii) have an appearance after it has been installed in keeping with the appearance of the rest of the Building, including any other awning or thing previously installed.
- (f) Despite section 62 of the Strata Management Act, the Owner of a Lot must:
 - (i) maintain and keep in a state of good and serviceable repair any awning or other thing that is installed under **by-law 23(d)** and services the Lot; and
 - (ii) repair any damage caused to any part of Common Property by the installation or removal of any awning or other thing that is installed under **by-law 23(d)** and services the Lot.

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

1 DEFINITIONS AND INTERPRETATION

1.1 Statutory definitions

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

- (i) defined in that act; and
- (ii) used but not defined in this instrument.

1.2 Further definitions

In this instrument, unless the context clearly indicates otherwise:

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

Affected Common Property has the meaning given to it in **by-law 21**;

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

Authority means any governmental or semi-governmental, administrative, fiscal or judicial department or entity, a statutory agency or authority and includes the Ku-ring-gai Council;

Building means the building constructed within the Strata Parcel;

Car Parking Space has the meaning given to it in **by-law 39**;

Common Property means the common property in the Strata Scheme;

Emergency Committee has the meaning given to it in **by-law 38**;

Exclusive Use Area has the meaning given to it in **by-law 40**;

External Screening Device means any louvre shutter or external Venetian blind, whether operated manually or otherwise;

Facilities Manager has the meaning given to it in **by-law 28**;

Facilities Management Agreement has the meaning given to it in **by-law 28**;

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Frasers Lorne means Frasers Lorne Pty Limited (ACN 110 437 066) and any persons authorised by Frasers Lorne Pty Limited;

Garbage Room means any room designated as such by the owners corporation;

Lot means a lot in the Strata Plan;

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

Occupier means:

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

of a Lot;

Owner means:

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

of a Lot;

Refurbish includes any of the following:

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

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

Security Key means a key, card, fob, proximity reader or other device used to open and close doors, gates and other means of regulating ingress and egress into and out of the Strata Parcel;

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

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

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

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

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

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

Wardens has the meaning given to it in **by-law 38**.

1.3 Interpretation

In this instrument, unless the context clearly indicates otherwise:

- (a) words implying a person imply a natural person, company, statutory corporation, partnership, the Crown and any other organisation or type of legal entity;
- (b) **including** is not a word of limitation;
- (c) the words **at any time** mean at any time and from time to time;
- (d) the word **vary** means add to, delete from or cancel;
- (e) **maintain** and **maintain in good condition** includes keep clean and tidy, repair as necessary and replace as necessary;
- (f) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument;
- (g) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually;
- (h) a reference to a natural person includes their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns;
- (i) a reference to a company includes its successors and permitted assigns;
- (j) a reference to a document is a reference to a document of any kind, including a plan;

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- (k) where this instrument refers to a body or authority which no longer exists, unless otherwise prescribed by law, there is to be taken to be substituted a body or authority having substantially the same objects as the named body or authority;
- (l) a reference to any legislation or legislative provision includes any statutory modification or substitution of that legislative provision substituted for and any subordinate legislation issued under that legislation or legislative provision;
- (m) a reference to a time is to that time in Sydney;
- (n) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;
- (o) a requirement to do any thing in this instrument includes a requirement to cause that thing to be done;
- (p) a word that is derived from a defined word has a corresponding meaning;
- (q) the singular includes the plural and vice-versa; and
- (r) words importing one gender include all other genders.

1.4 Headings and Table of Contents

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

1.5 Notices

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

1.6 Consents by the owners corporation

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

1.7 Applications and complaints

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

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2 NOISE

An Owner or Occupier must not create any noise likely to interfere with the peaceful enjoyment of any part of the Strata Parcel by another Owner or Occupier or any person lawfully on the Strata Parcel.

3 STANDING AND PARKING VEHICLES

An Owner or Occupier must not stand or park any motor or other vehicle on Common Property, including any carspaces designated as visitor carspaces, except with the prior approval of the owners corporation.

4 OBSTRUCTION OF COMMON PROPERTY

An Owner or Occupier must not obstruct the lawful use of Common Property by any person except on a temporary and non-recurring basis.

5 DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY

An Owner or Occupier must not, except with the prior approval of the owners corporation:

- (a) damage any lawn, garden, tree, shrub, plant or flower on Common Property; or
- (b) use for their own purposes as a garden any part of Common Property.

6 DAMAGE TO COMMON PROPERTY

- (a) An Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, anything that forms part of Common Property except with the prior approval of the owners corporation.
- (b) An approval given by the owners corporation under **by-law 6(a)** cannot authorise any additions to Common Property.
- (c) This **by-law 6** does not prevent an Owner or person authorised by an Owner from installing:
 - (i) any locking or other safety device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot;
 - (ii) any screen or other device to prevent entry of animals or insects into the Owner's Lot, provided that any screen installed is consistent and compatible with the framing device of the relevant window;
 - (iii) any structure or device to prevent harm to children; or

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- (iv) any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot.
- (d) Any locking or other safety device, screen, structure or device referred to in **by-law 6(c)** must:
 - (i) be installed in a competent and proper manner;
 - (ii) in the case of a deadlock, be installed by an authorised locksmith and comply with minimum requirements from time to time of any relevant Authority and be approved by the fire systems certifier appointed by the owners corporation;
 - (iii) comply with any guidelines and aesthetic standards prescribed by the owners corporation from time to time in connection with its appearance and installation; and
 - (iv) have an appearance after it has been installed in keeping with the appearance of the rest of the Building.
- (e) Despite section 62 of the Strata Management Act, the Owner of a Lot must:
 - (i) maintain and keep in a state of good and serviceable repair any locking or other safety device, screen, structure or device referred to in **by-law 6(c)** that forms part of Common Property and that services the Lot; and
 - (ii) repair any damage caused to any part of Common Property by the installation or removal of any locking or other safety device, screen, structure or device referred to in **by-law 6(c)** that forms part of Common Property and that services the Lot.
- (f) The operation of this **by-law 6** is subject to specific rights under any other by-law.

7 BEHAVIOUR OF OWNERS AND OCCUPIERS

- (a) An Owner or Occupier on Common Property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to another Owner or Occupier or to any other person lawfully on the Strata Parcel.
- (b) An Owner or Occupier must not do anything, or use the Lot for any purpose, that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the good reputation of the Strata Scheme.

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8 CHILDREN PLAYING ON COMMON PROPERTY

An Owner or Occupier 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 Garbage Room, a laundry, car parking area or other area of possible danger or hazard to children.

9 OWNERS AND OCCUPIERS ARE RESPONSIBLE FOR OTHERS

- (a) An Owner or Occupier must take all reasonable steps to ensure that any person on the Strata Parcel with their express or implied consent:
- (i) complies with these by-laws and any applicable Rules;
 - (ii) leaves the Strata Parcel if they do not comply with these by-laws or any applicable Rules; and
 - (iii) does not do anything an Owner or Occupier are not themselves entitled to do under these by-laws or any applicable Rules, including behave in a manner likely to interfere with the peaceful enjoyment of another Owner or Occupier or any other person lawfully on the Strata Parcel.
- (b) If an Owner or Occupier leases or licenses their Lot, or part of their Lot, the Owner or Occupier must:
- (i) give their tenant or licensee a copy of these by-laws and any applicable Rules;
 - (ii) take reasonable steps to ensure the tenant or licensee and their visitors comply with these by-laws and any applicable Rules or leave the Strata Parcel; and
 - (iii) take all action reasonably available to them, including action under the lease or licence agreement, to ensure the tenant or licensee and their visitors comply with these by-laws and any applicable Rules or leave the Strata Parcel.
- (c) An Owner or Occupier must accompany its invitees whilst in the Building at all times other than when those invitees are entering or leaving the Building.

10 DEPOSITING WASTE AND OTHER MATERIAL ON COMMON PROPERTY

An Owner or Occupier must not deposit or throw on Common Property any waste, dirt, dust or other material or discarded item except with the prior approval of, or as directed by, the owners corporation.

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11 WASTE DISPOSAL

An Owner or Occupier must:

- (a) comply with all requirements by the owners corporation or any Authority in respect of the storage, disposal and recycling of waste;
- (b) drain and securely wrap all waste and place it in the appropriate area in a Garbage Room;
- (c) safely and securely wrap all broken glass before placing it in the appropriate area in a Garbage Room;
- (d) drain and clean bottles and make sure they are not broken before placing them in the appropriate area in a Garbage Room;
- (e) contact the Facilities Manager or, if there is no Facilities Manager, the Strata Manager to arrange for the removal of large items desired to be discarded and quantities of waste or liquids that are poisonous or environmentally dangerous;
- (f) not deposit any waste, dirt, dust or other material or discarded item, in any carspace or storage space, or on Common Property other than in the appropriate area in a Garbage Room; and
- (g) not dispose of any large items by leaving them on the Common Property, including in a Garbage Room, unless at their own cost and with the prior consent of the owners corporation. Large items include items such as televisions, computers, mattresses and refrigerators.

12 HANGING OF WASHING AND OTHER ITEMS

An Owner or Occupier must not, except with the prior approval of the owners corporation, hang any washing, towel, bedding, clothing or other similar article on any part of their Lot or on Common Property in such a way as to be visible from outside the Building, or from any other Lot, other than in areas, if any, designated by the owners corporation for the purpose and in these areas only for a reasonable period.

13 CLEANING WINDOWS, DOORS AND EXTERNAL SCREENING DEVICES

- (a) Except in the circumstances referred to in **by-law 13(b)**, an Owner or Occupier of a Lot is responsible for cleaning all interior and exterior surfaces of:
 - (i) glass in windows and doors on the boundary of the Lot; and
 - (ii) any External Screening Device on the boundary of the Lot and which exclusively services the Lot,

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including so much as is Common Property, to ensure that the good appearance of the Building is maintained.

- (b) The owners corporation is responsible for cleaning regularly all exterior surfaces of:
- (i) glass in windows and doors; and
 - (ii) any External Screening Device,
- that cannot be accessed by the Owner or Occupier of the Lot safely or at all.

14 STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

- (a) An Owner or Occupier must not, except with the prior approval of the owners corporation, use or store on their Lot or on Common Property any inflammable chemical, liquid, gas or other material.
- (b) This **by-law 14** does not apply to:
- (i) chemicals, liquids, gases or other material used or intended to be used for domestic purposes or otherwise in connection with the lawful use of their Lot, that are only kept in reasonable quantities and which do not invalidate, suspend or increase the premium for any insurance policy effected by the owners corporation, in particular, barbeque gas cylinders up to a maximum size of 4.5kg; or
 - (ii) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

15 MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY

- (a) An Owner or Occupier must not move any item of furniture or large object through Common Property unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the Owner or Occupier does so.
- (b) If a Facilities Management Agreement is entered into and the tasks of the executive committee under **by-law 15(a)** are to be carried out by the Facilities Manager under the Facilities Management Agreement the Owner or Occupier must give the notice referred to in **by-law 15(a)** to the Facilities Manager.
- (c) The owners corporation may resolve that items of furniture and large objects are to be moved through Common Property in a specified manner.

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- (d) If the owners corporation has specified, by resolution, the manner in which items of furniture or large objects are to be moved through Common Property, an Owner or Occupier must not move any item of furniture or large object through Common Property except in accordance with that resolution.

16 FLOOR COVERINGS

- (a) An Owner or Occupier must ensure that all floor space within their 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 another Owner or Occupier.
- (b) This **by-law 16** does not apply to floor space comprising a kitchen, laundry, lavatory, bathroom or balcony.

17 KEEPING OF ANIMALS

- (a) Subject to section 49(4) of the Strata Management Act, an Owner or Occupier must not, except with the prior approval of the owners corporation, keep any animal (except a cat, a small dog, a small caged bird or fish in a secure aquarium) on their Lot or on Common Property.
- (b) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a Lot or on Common Property.
- (c) An Owner or Occupier must obtain the approval of the owners corporation before they keep on their Lot or on Common Property:
- (i) any animal other than a type of animal referred to as excepted in **by-law 17(a)**;
 - (ii) more than one dog at the same time; or
 - (iii) more than one cat at the same time.
- (d) If an Owner or Occupier may keep an animal on their Lot or on Common Property under this **by-law 17**, then the Owner or Occupier:
- (i) must notify the owners corporation that the animal is being kept on their Lot or on Common Property;
 - (ii) must ensure that the animal is at all times kept under control and usually within the confines of their Lot;
 - (iii) must ensure that the animal does not enter any part of Common Property designated by the executive committee as an area on which animals may not enter and, when the animal is on any part of the

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Strata Parcel other than their Lot, that the animal is accompanied by the Owner or Occupier or other responsible person;

- (iv) must, when the animal is on any part of the Strata Parcel other than their Lot, carry or keep the animal appropriately tethered and under control;
 - (v) is liable to other Owners and Occupiers and to any person lawfully using Common Property for:
 - (A) any noise caused by the animal which is disturbing to an extent which is unreasonable; and
 - (B) damage to or loss of property or injury to any person caused by the animal;
 - (vi) is responsible for promptly cleaning up after the animal has disturbed or soiled any part of the Strata Parcel;
 - (vii) must maintain the health and hygiene of the animal so as to prevent the spread of communicable diseases and pests to other animals and people in the Building; and
 - (viii) must, if in the opinion of the executive committee, acting reasonably, the Owner or Occupier is not complying with this **by-law 17** and the executive committee so requests, remove the animal from the Strata Parcel.
- (e) This **by-law 17** does not prevent the keeping of a dog used as a guide or hearing dog.

18 APPEARANCE OF LOT

- (a) An Owner or Occupier must not, except with the prior approval of the owners corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of the Building. Any window covering or glass door covering must have a plain white or off-white backing so that when such coverings are drawn across the window or glass door, only the plain white or off-white backing is visible from outside the Lot. Vertical blinds are prohibited.
- (b) An Owner or Occupier must not, except with the prior approval of the owners corporation, install on the Lot or on Common Property any radio or television aerial, satellite or any receiving or transmitting device, security device or associated wires.
- (c) An Owner or Occupier must not operate from the Lot or from Common Property any radio, transmitter, receiver, telecommunications device or

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electronic equipment that may interfere with any domestic appliance or apparatus lawfully in use on the Strata Parcel.

19 CHANGE IN USE OF LOT TO BE NOTIFIED

- (a) An Owner or Occupier must notify the owners corporation if the Owner or 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).
- (b) An Owner or Occupier must not use the Lot for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the good reputation of the Strata Scheme.
- (c) If the Lot comprises an area for car parking, such area must be used only for the purpose of parking a motor vehicle and must not be used as an area for storage of any other items.

20 INSURANCE PREMIUMS

- (a) An Owner or Occupier must not, except with the prior approval of the owners corporation, do or permit to be done anything which may invalidate, suspend or increase the premium for any insurance policy effected by the owners corporation.
- (b) If pursuant to **by-law 20(a)** an Owner or Occupier does something which may increase the premium for any insurance policy effected by the owners corporation, then the Owner must:
 - (i) pay to the owners corporation that increase in premium within 7 days of notification by the owners corporation that payment is required; and
 - (ii) comply with any other reasonable condition imposed by the owners corporation in connection with providing its approval under **by-law 20(a)**.

21 CARRYING OUT BUILDING WORK ON A LOT

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

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- (i) the Owner must indemnify the owners corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of, or injury to, any person arising out of the carrying out of the building work contemplated by this **by-law 21** and the use of the result of the building work;
 - (ii) neither the carrying out of the building work nor the use of the result of the building work:
 - (A) damages, interferes with or interrupts any service lines, pipes or conduits whether Common Property or otherwise;
 - (B) damages or interferes with any Common Property that is part of a wall or any other boundary between Lots;
 - (C) damages or interferes with any waterproofing or other membrane whether Common Property or otherwise;
 - (D) detrimentally affects the acoustic insulation or the fire protection integrity of the building elements (walls, floors, ceilings and the like) surrounding the Lot; or
 - (E) voids any warranties that the owners corporation or another Owner or Occupier is entitled to;
 - (iii) if any exhaust system is to be installed, including a kitchen exhaust hood, its size and type must be certified as appropriate by a qualified mechanical consultant;
 - (iv) the owners corporation is to continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair Affected Common Property, except for anything added to Common Property; and
 - (v) the Owner must obtain the consent of all Authorities whose consent is required by law.
- (b) An Owner desiring to exercise rights under this **by-law 21** must:
- (i) before doing any building work:
 - (A) give notice to the owners corporation;
 - (B) ascertain from the Facilities Manager or, if there is no Facilities Manager, the Strata Manager, where service lines, pipes and conduits are located;

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- (C) arrange with the Facilities Manager or, if there is no Facilities Manager, the Strata Manager suitable times and means by which access to the Building may be obtained;
 - (D) if the owners corporation so requests, provide a certificate from a structural engineer or a services engineer or both, that the proposed work will not have any adverse effect on Common Property or any Lot;
 - (E) if the owners corporation so requests, provide evidence of such insurances as the owners corporation reasonably requires in connection with the building work to be carried out; and
 - (F) provide copies of all relevant Authority approvals required by law to the owners corporation;
- (ii) comply with the reasonable requirements of the Facilities Manager or, if there is no Facilities Manager, the Strata Manager, about the times and means by which access to the Building is obtained and the building work is carried out;
 - (iii) only use qualified, reputable and, where appropriate, licensed contractors who have been approved by the owners corporation;
 - (iv) ensure that tradespeople and any persons involved in doing the building work comply with the reasonable requirements of the Facilities Manager or, if there is no Facilities Manager, the Strata Manager, about the times and means by which access to the Building is obtained and the building work is carried out;
 - (v) not damage Common Property, including service lines, pipes or conduits or interfere with, or interrupt them, or any of them;
 - (vi) do the building work properly and to the reasonable satisfaction of any relevant Authority and, in respect of any Common Property which is affected, to the reasonable satisfaction of the owners corporation;
 - (vii) repair any damage caused to Common Property or the property of another Owner or Occupier;
 - (viii) cause as little disturbance as is reasonably practicable to the Owners and Occupiers of other Lots; and
 - (ix) at the completion of the building work, if the owners corporation so requests, provide a certificate from a qualified consultant, or consultants, that neither the carrying out of the building work nor the use of the result of the building work has:

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- (A) damaged or interfered with, or will damage or interfere with, any service lines, pipes or conduits whether Common Property or otherwise;
 - (B) damaged or interfered with, or will damage or interfere with, any Common Property that is part of a wall or any boundary between Lots;
 - (C) damaged or interfered with, or will damage or interfere with, any waterproofing or other membrane whether Common Property or otherwise; and
 - (D) detrimentally affected, or will detrimentally affect, the acoustic insulation or the fire protection integrity of the building elements (walls, floors, ceilings and the like) surrounding the Lot.
- (c) The owners corporation may, for the purposes of this **by-law 21**, at any time prescribe the days and hours of the day during which access to the Building may be obtained for the carrying out of building work.

22 CHANGING NON STRUCTURAL WALLS

- (a) An Owner may:
- (i) alter or remove non structural walls in its Lot; and
 - (ii) make openings in non structural Common Property walls between 2 Lots owned by that Owner on the following conditions:
 - (A) the Owner must indemnify the owners corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of, or injury to, any person arising out of the carrying out of the building work contemplated by this **by-law 22** and the use of the result of the building work;
 - (B) neither the carrying out of the building work nor the use of the result of the building work:
 - (aa) damages, interferes with or interrupts any service lines, pipes or conduits whether Common Property or otherwise;
 - (bb) damages or interferes with any waterproofing or other membrane whether Common Property or otherwise; or

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- (cc) voids any warranties that the owners corporation or another Owner or Occupier is entitled to;
 - (C) the owners corporation is to continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair Common Property, the use of which is reasonably necessary for the carrying out of the building work, except for anything added to Common Property; and
 - (D) the Owner must obtain the consent of all Authorities whose consent is required by law.
- (b) An Owner desiring to exercise rights under this **by-law 22** must:
- (i) before doing any building work:
 - (A) give notice to the owners corporation;
 - (B) arrange with the Facilities Manager or, if there is no Facilities Manager, the Strata Manager, suitable times and means by which access to the Building may be obtained;
 - (C) ascertain from the Facilities Manager or, if there is no Facilities Manager, the Strata Manager, where service lines, pipes and conduits are located;
 - (D) if the owners corporation so requests provide a certificate from a structural engineer or an architect that the proposed building work will not have any adverse effect on Common Property or any Lot;
 - (E) if the owners corporation so requests, provide evidence of such insurances as the owners corporation requires in connection with the building work to be carried out; and
 - (F) provide copies of all relevant Authority approvals required by law to the owners corporation;
 - (ii) comply with the reasonable requirements of the Facilities Manager or, if there is no Facilities Manager, the Strata Manager, about the time and means by which access to the Building is obtained and the building work is carried out;
 - (iii) only use qualified, reputable and, where appropriate, licensed contractors who have been approved by the owners corporation;
 - (iv) ensure that tradespeople and any persons involved in doing the building work comply with the reasonable requirements of the Facilities Manager or, if there is no Facilities Manager, the Strata

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Manager, about the times and means by which access to the Building is obtained and the building work is carried out;

- (v) not damage Common Property, including service lines, pipes or conduits or interfere with or interrupt them or any of them;
- (vi) do the building work properly and to the reasonable satisfaction of the owners corporation and any relevant Authority;
- (vii) repair any damage caused to Common Property or the property of another Owner or Occupier;
- (viii) cause as little disturbance as is reasonably practicable to the Owners and Occupiers of other Lots; and
- (ix) at the completion of the building work, if the owners corporation so requests, provide a certificate from a qualified consultant, or consultants, that neither the carrying out of the building work nor the use of the result of the building work has:
 - (A) damaged or interfered with, or will damage or interfere with, any service lines, pipes or conduits whether Common Property or otherwise; and
 - (B) damaged or interfered with, or will damage or interfere with, any waterproofing or other membrane installed in Common Property or otherwise.
- (c) The owners corporation may, for the purposes of this **by-law 22**, from time to time prescribe the days and hours of the day during which access to the Building may be obtained for the carrying out of building work.
- (d) The owners corporation is not responsible for, and is not required to reinstate, any wall that has been altered or removed by an Owner.

23 CARRYING OUT MINOR WORK ON COMMON PROPERTY

- (a) An Owner or an Occupier (with the Owner's prior approval), may do minor building work or make minor alterations to the interior of Common Property enclosing the Lot (for example, attach anything to Common Property or put nails or screws into Common Property walls) which has no material adverse effect on Common Property.
- (b) An Owner must not remove or alter any structural wall, except with the prior approval of the owners corporation and in compliance with the Strata Management Act.

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- (c) An Owner or Occupier must not affix any lattice or grille to any part of the terrace or balcony area of the Owner's Lot without the prior approval of the owners corporation and any relevant Authority.

24 REFURBISHMENT OF COMMON PROPERTY

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

25 AIR CONDITIONING SYSTEM

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

- (a) the Owner indemnifies the owners corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this **by-law 25** and the use of the Air Conditioning System;
- (b) the Owner complies with all requirements of any Authority in connection with the Air Conditioning System;
- (c) the Owner is responsible for the running costs of the Air Conditioning System;
- (d) the Owner maintains and keeps the Air Conditioning System in good and serviceable repair;
- (e) the Owner is responsible for the renewal or replacement of the Air Conditioning System, if necessary; and
- (f) the owners corporation is to continue to be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Common Property contiguous to the Air Conditioning System.

26 MECHANICAL VENTILATION SYSTEM

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

- (a) the Owner indemnifies the owners corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or

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death of or injury to any person arising out of the exercise of the rights conferred by this **by-law 26** and the use of the Mechanical Ventilation System;

- (b) the Owner complies with all requirements of any Authority in connection with the Mechanical Ventilation System;
- (c) the Owner is responsible for the running costs of the Mechanical Ventilation System;
- (d) the Owner maintains and keeps the Mechanical Ventilation System in good and serviceable repair;
- (e) the Owner is responsible for the renewal or replacement of the Mechanical Ventilation System, if necessary; and
- (f) the owners corporation is to continue to be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Common Property contiguous to the Mechanical Ventilation System.

27 RULES

- (a) In addition to its powers under the Strata Management Act and under other by-laws, the owners corporation has the power under this **by-law 27** to make rules about the control, management, operation, use and enjoyment of the Strata Parcel generally and Common Property or a part of it, in particular (**Rules**).
- (b) The owners corporation may vary Rules at any time.
- (c) If a Rule is inconsistent with the Strata Management Act, any by-law or a requirement of an Authority, the Strata Management Act, the by-law or the requirement of the Authority, as the case may be, prevail to the extent of the inconsistency.
- (d) Rules bind an Owner and Occupier and any person on the Strata Parcel with the express or implied consent of an Owner or Occupier or the owners corporation.

28 AGREEMENT WITH FACILITIES MANAGER

- (a) In addition to its powers under the Strata Management Act, the owners corporation has the power under this **by-law 28** to appoint and enter into an agreement (**Facilities Management Agreement**) with an appropriately qualified person (**Facilities Manager**) to provide facilities management, asset maintenance, contract management, operational services and do anything else that the owners corporation agrees is necessary for the management and operation of the Strata Parcel or the Strata Scheme, at a fee.

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

29 ADVERTISING

- (a) An Owner or Occupier must not, except with the prior approval of the owners corporation, erect, display, affix or exhibit in the Strata Parcel any Advertising visible from any Lot or the Common Property or from outside the Strata Parcel.
- (b) Frasers Lorne can, without obtaining the approval of the owners corporation, erect, display, affix or exhibit Advertising on the Common Property, or on any Lot of which Frasers Lorne is the Owner or Occupier, in connection with Selling and Leasing Activities.
- (c) In erecting, displaying, affixing or exhibiting Advertising in accordance with **by-law 29(b)**, Frasers Lorne must:
- (i) use reasonable endeavours to ensure that Owners or Occupiers are caused as little inconvenience as is reasonably practicable; and
 - (ii) cause any damage resulting from the Advertising to be repaired on a timely basis and in a good workmanlike manner.
- (d) Frasers Lorne can, without obtaining the approval of the owners corporation, use any Lot of which Frasers Lorne is the Owner or Occupier, as a display unit in connection with Selling and Leasing Activities.

30 CARE OF LANDSCAPED AREAS AND PLANTERS

- (a) An Owner or Occupier whose Lot includes a landscaped area or planters on the boundary of the Lot or a balcony adjoining or within the Lot must ensure that:
- (i) so far as is practicable any grass and plants in the landscaped area or a planter are maintained in a healthy and vigorous condition;
 - (ii) any grass or plant which is damaged, diseased or dies is promptly replaced, where practicable, with grass or a plant of the same species and similar size or with another plant as agreed with the owners corporation;
 - (iii) the planter is properly maintained and kept in a state of good repair in accordance with the directions given by the owners corporation from time to time;
 - (iv) in watering plants on any balcony adjoining the Lot, an Owner or Occupier must be careful not to detrimentally affect Common Property

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or any other Lot and will not have a mechanical watering system installed on a Lot; and

- (v) the planter is of a type approved by the owners corporation.
- (b) If an Owner or Occupier fails to comply with this **by-law 30** the owners corporation may give notice requiring compliance.
- (c) If an Owner or Occupier fails to comply with a notice given under this **by-law 30**, the owners corporation or the Facilities Manager, if one has been appointed, may at the expense of the Owner or Occupier, carry out works reasonably necessary to ensure compliance with this **by-law 30**.
- (d) Any expense incurred by the owners corporation or the Facilities Manager under this **by-law 30** is recoverable as a debt against the Owner or Occupier in a court or tribunal of competent jurisdiction.

31 OCCUPATIONAL HEALTH AND SAFETY

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

32 PROVISION OF AMENITIES OR SERVICES

- (a) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots:
 - (i) security;
 - (ii) window cleaning;
 - (iii) garbage disposal and recycling services;
 - (iv) electricity, water or gas supply; and
 - (v) telecommunication services (for example, cable television).
- (b) If the owners corporation makes a resolution referred to in **by-law 32(a)** to provide an amenity or service to Lot or to the Owner or Occupier of a Lot, it must indicate in the resolution the amount payable for the amenity or service or the basis on which that amount is calculated and the conditions on which, it will provide the amenity or service.

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33 COMPLIANCE WITH PLANNING AND OTHER REQUIREMENTS

- (a) The Owner or Occupier of a Lot must ensure that the Lot is not used for any purpose that is prohibited by law.
- (b) The Owner or Occupier of a Lot must ensure that the Lot is not occupied by more persons than are allowed by law to occupy the Lot.

34 OUTDOOR FURNITURE AND OTHER ITEMS

- (a) An Owner or Occupier must not place or maintain outdoor furniture, garden or planter boxes, pot plants, recreational equipment or barbecues on the terrace or balcony of a Lot unless:
 - (i) it is of a type approved by the owners corporation;
 - (ii) the item will not cause damage to a Lot or Common Property; and
 - (iii) the item is not dangerous,and then only in such a location that any item will not fall or be capable of falling or being blown by the wind off the terrace or balcony or otherwise cause a hazard to people or property.
- (b) The owners corporation may require an Owner or Occupier, at the Owner's cost, to remove items from a balcony or terrace that are not Common Property and replace them so that the owners corporation may inspect, repair or replace Common Property.

35 SECURITY

- (a) The owners corporation must take reasonable steps to:
 - (i) stop intruders coming into the Building; and
 - (ii) prevent fires and other hazards.
- (b) The owners corporation may install and operate in the Common Property audiovisual security cameras and other audiovisual surveillance equipment for the security of the Building, and make arrangements with third parties about the installation and maintenance of such equipment.
- (c) An Owner or Occupier must not:
 - (i) interfere with the security equipment installed by the owners corporation; or

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- (ii) do anything that might prejudice the security or safety of the Building or its occupants.
- (d) An Owner or Occupier must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

36 SECURITY KEYS

- (a) The owners corporation will make available to Owners and Occupiers not less than two sets of Security Keys necessary to enable Owners and Occupiers to access the Strata Building for the purpose of passing over Common Property and car parking driveways as necessary to access their Lot.
- (b) The owners corporation may charge a fee for the provision of more than two sets of Security Keys.
- (c) Each Owner and Occupier to whom a Security Key is made available must:
 - (i) exercise a high degree of caution and responsibility in making Security Keys available for use by other persons;
 - (ii) not duplicate or permit any Security Key to be duplicated;
 - (iii) take all reasonable steps to ensure that Security Keys are not lost;
 - (iv) immediately notify the owners corporation if a Security Key is lost, stolen or damaged; and
 - (v) pay replacement costs to the owners corporation for any lost, stolen or damaged Security Key.
- (d) The owners corporation must not unreasonably withhold consent to an application to an Owner or Occupier to install a security alarm on their Lot if:
 - (i) the alarm has "back to base" facilities;
 - (ii) the alarm is silent; and
 - (iii) the alarm does not have flashing lights.

37 RESTRICTING ACCESS

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

- (a) close off or restrict access to parts of Common Property which are not required for access to any Lot except those parts of Common Property if any, that are subject to an easement for public access; and

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- (b) restrict by security device access to levels in the Building where an Owner and Occupier does not own or occupy a Lot or have exclusive use rights over Common Property.

38 EMERGENCY COMMITTEE

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

39 CAR PARKING SPACES

- (a) If a Lot comprises a space for car parking, such space (**Car Parking Space**) may only be used for the parking of registered and operational motor vehicles and motor cycles and may not be used for any other purpose, including:
 - (i) as a storage area;
 - (ii) for the washing of vehicles or equipment;
 - (iii) for the carrying out of mechanical or other repairs; or
 - (iv) to park boats, caravans and trailers.
- (b) The owners corporation is not responsible for:
 - (i) anything stolen from a Car Parking Space; or
 - (ii) damage to a motor vehicle, a motor cycle or anything else in a Car Parking Space, including, damage to a motor vehicle or a motor cycle entering or leaving the Car Parking Space.

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40 EXCLUSIVE USE AREAS

The Owner of a Lot specified in Column 1 of the table to this **by-law 40 (Table)** has the right of exclusive use and enjoyment of the area specified in the adjacent row in Column 2 of the Table and shown on the Strata Plan (**Exclusive Use Area**), on the following conditions:

- (a) the Owner must not damage, remove, replace or otherwise interfere with, any landscaping or other improvements in the Exclusive Use Area;
- (b) the Owner must not erect fixtures in the Exclusive Use Area;
- (c) the Owner must comply with all requirements of any Authority in connection with the use of the Exclusive Use Area;
- (d) the owners corporation must continue to be responsible for the maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area, including maintaining any landscaping in the Exclusive Use Area;
- (e) the Owner must comply with any reasonable directions of the owners corporation in relation to providing unobstructed access to the Exclusive Use Area for the purposes of the owners corporation complying with its obligations under **by-law 40(d)** or any other purpose determined by the owners corporation acting reasonably;
- (f) the Owner releases the owners corporation from all claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this **by-law 40** and the use of the Exclusive Use Area except to the extent that they are caused or contributed to by the wilful or negligent act or omission of the owners corporation; and
- (g) the Owner indemnifies the owners corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this **by-law 40** and the use of the Exclusive Use Area except to the extent that they are caused or contributed to by the wilful or negligent act or omission of the owners corporation.

Table to By-law 40

Column 1	Column 2
Lot number	Exclusive Use Area
1	(a)
2	(b)
23	(d)
24	(e)

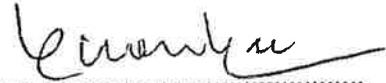
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EXECUTED by FRASERS LORNE PTY)
LIMITED ACN 110 437 066 in accordance)
with section 127 of the Corporations Act)
(Cth):



Signature of Director



Signature of Director/Secretary

IAN WILLIAM BARBER

Name of Director

KWOK KEE LEONG

Name of Director/Secretary

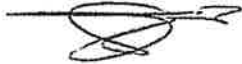
CERTIFIED CORRECT FOR THE PURPOSES OF THE
REAL PROPERTY ACT 1900 BY THE MORTGAGEE
~~SIGNED SEALED AND DELIVERED~~ by

Westpac Banking Corporation
ABN 33 007 457 141
being the Mortgagee under Mortgage number
AC 151749 hereby consents
to this ~~Lease~~ e-plan INSTRUMENT.

as attorney for WESTPAC BANKING
CORPORATION ACN 007 457 141 under
registered power of attorney Book 4299 No. 332
dated in the
presence of: I CERTIFY THAT THE ATTORNEY FOR THE
MORTGAGEE WITH WHOM I AM PERSONALLY ACQUAINTED
OR AS TO WHOSE IDENTITY I AM OTHERWISE SATISFIED,
SIGNED THIS INSTRUMENT IN MY PRESENCE.

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

Signature of witness



Arthur James Guloy

Name of witness (block letters)

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REGISTERED



13.5.2009

ANNEXURE A

Special By-law 1

By-law to authorise the owner of Lot 1 to add to, alter and erect new structures on the common property and exclusive use

PART 1 DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Insurance** means:
 - (i) contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
 - (ii) insurance required under the *Home Building Act 1989* and if permissible by the insurer noting the Owners Corporation as an interested party; and
 - (iii) workers compensation insurance, if required.
- (c) **Lot** means a lot in strata scheme 82150.
- (d) **Owner** means the owner of Lot 1 from time to time.
- (e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 82150.
- (a) **Works** means all building works and all related services supplied to effect the installation of a gas fireplace in the lounge area of the Lot and the associated horizontal flue pipe to the exterior courtyard wall of the Lot.
- (f) **Exclusive Use Area** means the common property areas reasonably required to keep the Works.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 1996*; and
- (d) references to legislation includes references to amending and replacing legislation.

Signature: _____

Name: Toni French



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

**PART 2
GRANT OF RIGHT**

- 2.1 The Owner is authorised to add to, alter and erect new structures on the common property in accordance with the Works.
- 2.2 The Owner has the exclusive use of the Exclusive Use Area.

**PART 3
CONDITIONS**

**PART 3.1
Before commencement**

- 3.1 Before commencement of the Works the Owner must:
- (a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation; and
 - (b) effect and maintain Insurance and provide a copy to the Owners Corporation.

**PART 3.2
During construction**

- 3.2 Whilst the Works are in progress the Owner must:
- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
 - (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;
 - (c) use reasonable endeavours to cause as little disruption as possible;
 - (d) perform the Works during times reasonably approved by the Owners Corporation;
 - (e) perform the Works within a period of 1 month from their commencement or such other period as reasonably approved by the Owners Corporation;
 - (f) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
 - (g) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

**PART 3.3
After construction**

- 3.3 After the Works have been completed the Owner must without unreasonable delay:
- (a) notify the Owners Corporation that the Works have been completed;
 - (b) notify the Owners Corporation that all damage, if any, to lot and common property

Signature: _____

Name: Toni French



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caused by the Works and not permitted by this by-law have been rectified; and

- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works.

PART 3.4
Enduring rights and obligations

3.4 The Owner:

- (a) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;
- (b) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
- (c) must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
- (d) remains liable for any damage to lot or common property arising out of the Works;
- (e) must make good any damage to lot or common property arising out of the Works; and
- (f) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

Signature: _____

Name: _____

Toni French



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