

MALLESONS STEPHEN JAQUES

SP73318



By-Laws for Bristol & Quarry

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By-Laws for Bristol & Quarry

1 About the by-laws

1.1 Purpose of the by-laws

The by-laws regulate the day-to-day management and operation of Bristol & Quarry. They are an essential document for the Owners Corporation and everyone who owns or occupies an Apartment.

1.2 Who must comply with the by-laws?

You and the Owners Corporation must comply with the by-laws.

2 Exclusive Use By-Laws

2.1 Purpose of the Exclusive Use By-Laws

To more fairly apportion the costs for maintaining, repairing and replacing Common Property, Exclusive Use By-Laws make Owners responsible for the Common Property which they exclusively use or have the benefit of.

2.2 Interpreting this by-law

In this by-law 2, "you" means an Owner who has the benefit of an Exclusive Use By-Law.

2.3 How to change an Exclusive Use By-Law

The Owners Corporation may, by special resolution:

- (a) create, amend or cancel an Exclusive Use By-Law with the written consent of each Owner who benefits (or will benefit) from the Exclusive Use By-Law; and
- (b) amend or cancel this by-law 2 only with the written consent of each Owner who benefits (or will benefit) from the Exclusive Use By-Law.

2.4 Occupiers may exercise rights

You may allow another Owner or an Occupier to exercise your rights under an Exclusive Use By-Law. However, you remain responsible to the Owners Corporation and, where appropriate, Government Agencies to comply with your obligations under the Exclusive Use By-Law.

2.5 Regular accounts for your costs

If you are required under an Exclusive Use By-Law to contribute towards the costs of the Owners Corporation, the Owners Corporation must give you regular accounts of the amounts you owe. The Owners Corporation may:

- (a) include those amounts in notices for your administrative fund or sinking fund contributions; and

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- (b) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

2.6 Repairing damage

You must repair damage you (or someone acting on your behalf) cause to Common Property or the property of another Owner or Occupier when you exercise your rights or comply with your obligations under an Exclusive Use By-Law.

2.7 Indemnities

You indemnify the Owners Corporation against all claims and liability caused by exercising your rights or complying with your obligations under an Exclusive Use By-Law.

2.8 Additional insurances

In addition to your obligations under by-law 21 ("Insurance premiums"), you must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising your rights or performing your obligations under an Exclusive Use By-Law.

3 Strata Management Statement

3.1 Purpose

The Strata Management Statement regulates the management and operational issues affecting Bristol & Quarry and the various components of Bullecourt. It contains requirements (in addition to these by-laws) with which you and the Owners Corporation must comply including:

- (a) requirements for the use and operation of Shared Facilities including the Gym and Bullecourt Walk; and
- (b) the apportionment of costs for Shared Facilities; and
- (c) architectural standards and controls; and
- (d) insurance requirements.

3.2 Who must comply with the Strata Management Statement?

You and the Owners Corporation must comply with the Strata Management Statement.

3.3 Copies of the Strata Management Statement

Contact the Strata Manager if you would like a copy of the Strata Management Statement (at your cost).

3.4 Building Management Committee

The Building Management Committee is established under the Strata Management Statement to administer issues affecting Bristol & Quarry and

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the various components of Bullecourt. The Owners Corporation is a member of the Building Management Committee. It must, by special resolution according to the Development Act, appoint a representative to represent and vote for it at meetings of the Building Management Committee.

3.5 Consents under the Strata Management Statement

Nothing in the by-laws gives you or the Owners Corporation consent to do anything which is prohibited or regulated by the Strata Management Statement. A consent under the by-laws does not relieve you or the Owners Corporation from obligations to obtain consents under the Strata Management Statement.

3.6 Inconsistencies between the by-laws and the Strata Management Statement

If there is an inconsistency between a by-law and the Strata Management Statement, the Owners Corporation must amend the inconsistent by-law to make it consistent with the Strata Management Statement.

4 Your behaviour

4.1 What are your general obligations?

You must not:

- (a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of an Apartment or Common Property by another Owner or Occupier; or
- (b) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors; or
- (c) smoke cigarettes, cigars or pipes while you are on Common Property or allow smoke from them to enter Common Property; or
- (d) obstruct the legal use of Common Property by any person; or
- (e) do anything in Bristol & Quarry which is illegal; or
- (f) do anything which might damage the good reputation of the Owners Corporation or Bristol & Quarry.

4.2 Complying with the law

You must comply on time and at your cost with all laws relating to:

- (a) your Apartment; and
- (b) the use of your Apartment; and
- (c) Common Property to which you have a licence, lease or a right to use under an Exclusive Use By-Law.

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The things with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of Government Agencies.

5 You are responsible for others

5.1 What are your obligations?

You must:

- (a) take all reasonable actions to ensure your visitors comply with the by-laws and the Strata Management Statement; and
- (b) make your visitors leave Bristol & Quarry if they do not comply with the by-laws or the Strata Management Statement; and
- (c) take reasonable care about who you invite into Bristol & Quarry or Bullecourt; and
- (d) accompany your visitors at all times, except when they are entering or leaving Bristol & Quarry or Bullecourt.

You must not allow another person to do anything which you cannot do under the by-laws or the Strata Management Statement.

5.2 Requirements if you lease your Apartment

If you lease your Apartment, you must:

- (a) according to the Development Consent, ensure that the tenancy is subject to a residential lease under the *Residential Tenancies Act 1987* (NSW); and
- (b) to enable the Owners Corporation to comply with the Development Consent, certify to the Owners Corporation at the commencement of the lease that the lease is a residential lease under the *Residential Tenancies Act 1987* (NSW); and
- (c) provide your tenant or licensee with an up-to-date copy of the by-laws and the Strata Management Statement; and
- (d) ensure that your tenant or licensee and their visitors comply with the by-laws and the Strata Management Statement; and
- (e) take all action available to you, including action under the lease or licence agreement, to make them comply or leave Bristol & Quarry.

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6 What are your obligations for your Apartment?

6.1 General obligations

You must:

- (a) keep your Apartment clean and tidy and in good repair and condition; and
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws or the Strata Management Statement which service your Apartment (whether or not you made the installation or alteration); and
- (c) notify the Owners Corporation if you change the existing use of your Apartment in a way which may affect its insurance policies or premiums. See by-law 21 ("Insurance premiums") for important information about increasing and paying for insurance premiums; and
- (d) notify the Building Management Committee if you change the existing use of your Apartment in a way which may affect its insurance policies or premiums (see by-law 21 ("Insurance premiums")); and
- (e) at your expense, comply with all laws about your Apartment, including requirements of Government Agencies.

6.2 Architectural Code

The Architectural Code for Bullecourt is in the Strata Management Statement. It applies to your Apartment and to Bristol & Quarry generally. You must comply with the Architectural Code and obtain all necessary consents under the Architectural Code before you carry out any works in your Apartment. Your obligations under the Architectural Code apply in addition to your obligations under the by-laws.

6.3 Some examples of when you will need consent under the Architectural Code

You must have consent from the Building Management Committee under the Architectural Code if you propose to:

- (a) carry out Building Works which will affect Shared Facilities or the External Appearance of Bristol & Quarry; or
- (b) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your Apartment if they are visible from outside your Apartment or Bristol & Quarry; or
- (c) install an intruder alarm with an audible signal.

This is not a definitive list of when you will need to obtain consent from the Building Management Committee. Contact the Strata Manager if you want to confirm whether or not you will need consent.

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6.4 When will you need consent from the Owners Corporation?

Subject to the by-laws and the Strata Management Statement, you must have consent from the Owners Corporation to:

- (a) carry out Building Works; or
- (b) keep anything in your Apartment which is visible from outside the Apartment and is not in keeping with the appearance of Bristol & Quarry; or
- (c) attach or hang an aerial or wires outside your Apartment or Bristol & Quarry.

6.5 Floor coverings

If you an Owner, you must keep the floors in your Apartment covered or treated to stop the transmission of noise which might unreasonably disturb another Owner or Occupier.

6.6 Changing floor coverings

You must have consent from the Owners Corporation to remove or interfere with floor coverings or treatments in your Apartment which assist to prevent the transmission of noise which might unreasonably disturb another Owner or Occupier.

6.7 Window treatments

Under the Architectural Code, you must have consent from the Building Management Committee to place solar film or similar treatments on the internal or external surfaces of glass windows and doors in your Apartment.

6.8 Window coverings

Under the Architectural Code:

- (a) you may install curtains, blinds, louvres, shutters or other window and door treatments on or in your Apartment provided they have an appearance from outside the Apartment which is cream or off-white; and
- (b) you must have consent from the Building Management Committee to place, install or retain curtains, blinds, louvres, shutters and window and door treatments other than those specified in by-law 6.8(a).

6.9 Sun shades

Under the Architectural Code, you must have consent from the Building Management Committee to install a sun shade, sun blind, awning or other sun shading device in your Apartment or on Common Property.

6.10 Cleaning windows

Subject to by-law 6.11 ("Rights of the Owners Corporation to clean windows"), you must clean the glass in windows and doors of your

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Apartment (even if they are Common Property). However, you do not have to clean the glass in windows or doors that you cannot access safely.

6.11 Rights of the Owners Corporation to clean windows

The Owners Corporation may resolve to clean the glass in some or all of the windows and doors in Bristol & Quarry. If the Owners Corporation resolves to clean glass in your Apartment, you are excused from your obligations under by-law 6.10 ("Cleaning windows") for the period the Owners Corporation resolves to clean the glass.

6.12 Drying your laundry

You must not hang laundry, bedding or other articles on the Balcony of your Apartment or in an area that is visible from outside your Apartment.

7 The Balcony of your Apartment

7.1 What may you keep on a Balcony?

You may keep pot plants, landscaping, occasional furniture and outdoor recreational equipment on the Balcony of your Apartment if:

- (a) it is a standard commensurate with the standard of Bristol & Quarry; and
- (b) it is in keeping with the appearance of Bristol & Quarry and Bullecourt generally; and
- (c) it will not (or is not likely to) cause damage; and
- (d) it is not (or is not likely to become) dangerous.

7.2 Removing items from a Balcony

To enable the Owners Corporation to inspect, repair or replace Common Property, the Owners Corporation may require you, at your cost, to temporarily remove and store items from the Balcony of your Apartment that are not Common Property.

7.3 Architectural Code

The Architectural Code has several important requirements about furniture and landscaping on the Balcony of your Apartment. Those requirements apply in addition to the requirements in this by-law 7.

8 Storing and operating a barbeque

8.1 What are your rights and obligations?

You may store and operate a portable barbeque on the Balcony of your Apartment if:

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- (a) it is a type approved under by-law 8.2 ("Types of portable barbeques"); and
- (b) it will not (or is not likely to) cause damage; and
- (c) it is not (or is not likely to become) dangerous; and
- (d) you keep it covered when you are not operating it; and
- (e) you keep it clean and tidy; and
- (f) you comply with this by-law 8.

8.2 Types of portable barbeques

You may store and operate the following types of portable barbeques on the Balcony of your Apartment:

- (a) a covered kettle style portable barbeque; or
- (b) a covered gas or electric portable barbeque; or
- (c) any other type approved by the Owners Corporation.

You may not store or operate a portable barbeque on the Balcony of your Apartment if that portable barbeque has no cover.

8.3 Operating a portable barbeque

You may only operate your barbeque during the hours of 9:00am and 9:00pm (or during other hours approved by the Owners Corporation).

8.4 What if your barbeque interferes with someone else?

When you use a barbeque, you must not create smoke, odours or noise which interferes unreasonably with another Owner or Occupier.

9 Keeping an animal

9.1 What animals may you keep?

Subject to this by-law 9, you may keep:

- (a) goldfish or other similar fish in an indoor aquarium; and
- (b) a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability if you or another person who lives with you needs the dog or other animal because of a visual disability, a hearing disability or any other disability.

9.2 Your visitors

You must not allow a visitor to bring an animal into Bristol & Quarry or Bullecourt unless the animal is a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability and your visitor needs the

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dog or other animal because of a visual disability, a hearing disability or any other disability.

10 Erecting a sign

10.1 Your obligations

You must comply with the Architectural Code if you propose to erect a sign in your Apartment or on Common Property. The Architectural Code makes special provisions about signs which you may erect in your Home Office.

10.2 Obligations of the Owners Corporation

The Owners Corporation must comply with the Strata Management Statement if it proposes to erect a sign on Common Property.

10.3 The Developer

While the Developer is an Owner, the Developer does not need consent from the Owners Corporation or the Building Management Committee to erect and display "For Sale" or "For Lease" signs on Common Property or in an Apartment which the Developer owns or leases.

11 Moving and delivering stock, furniture and goods

11.1 Moving in

You must make arrangements with the Owners Corporation at least 48 hours before you move in to or out of Bristol & Quarry or move large articles (eg furniture) through Common Property.

11.2 What are your obligations?

When you take deliveries or move furniture or goods through Bristol & Quarry (including the delivery of stocks and goods), you must:

- (a) comply with the reasonable requirements of the Owners Corporation, including requirements to fit an apron cover to the Common Property lift; and
- (b) repair any damage you (or the person making the delivery) cause to Common Property; and
- (c) if you (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property.

11.3 Role of the Building Manager

The Owners Corporation may appoint the Building Manager to assist it to perform its functions under this by-law 11. If this happens, you must:

- (a) make arrangements with the Building Manager when you move in or out of Bristol & Quarry; and

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- (b) comply with the reasonable requirements of the Building Manager when you take deliveries or move furniture or goods through Bristol & Quarry.

11.4 Using Shared Facility loading bays

The loading bays in level 1 of the carpark of Bullecourt are Shared Facilities. You must comply with the Strata Management Statement if you propose to use the loading bays, including any requirements to make a reservation with the Building Management Committee.

12 How to dispose of your garbage

12.1 General requirements

Subject to the by-laws, you must not deposit or leave garbage or recyclable materials:

- (a) on Common Property (other than recyclable materials in the receptacles for that purpose in Common Property garbage chute rooms); or
- (b) in an area of your Apartment which is visible from outside your Apartment (eg on the Balcony of your Apartment).

12.2 What are your obligations?

Subject to this by-law 12 you must:

- (a) drain and securely wrap your household garbage and put it in the garbage chute on your level of Bristol & Quarry; and
- (b) if you are the Owner or Occupier of Apartments 101 to 104, place your household garbage and recyclable materials in the appropriate receptacles in the Common Property garbage room on your level of Bristol & Quarry; and
- (c) leave your recyclable materials in the receptacles for that purpose in Common Property garbage chute rooms on your level of Bristol & Quarry; and
- (d) drain and clean bottles and make sure they are not broken before you place them in the receptacles for that purpose in Common Property garbage chute rooms; and
- (e) recycle your garbage according to instructions from the Owners Corporation; and
- (f) contact the Owners Corporation to remove (at your cost) your large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service.

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12.3 Rules for using garbage chutes

You must not:

- (a) put bottles or glass in a garbage chute; or
- (b) put liquids in a garbage chute; or
- (c) put items that weigh more than 2.5 kilograms in a garbage chute; or
- (d) put boxes or large items in a garbage chute that might block it.

12.4 Cleaning up spills

If you spill garbage on Common Property, you must immediately remove that rubbish and clean that part of Common Property.

12.5 Role of the Building Management Committee

Under the Strata Management Statement, the Building Management Committee must:

- (a) place and store household garbage and recyclable materials from the Common Property garbage room on level 1 of Bullecourt in the Shared Facilities central garbage room; and
- (b) make garbage and recyclable materials available for collection by Council; and
- (c) arrange for the removal of large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service (at the cost of the relevant Owner or Occupier).

See the Strata Management Statement for more information.

13 Carrying out Building Works

13.1 When do you need consent?

Subject to the by-laws, you must have consent from the Owners Corporation to carry out Building Works. If the proposed Building Works affect Shared Facilities or the External Appearance of Bristol & Quarry, you must also obtain consent from the Building Management Committee under the Architectural Code to carry out the works.

13.2 When is consent not necessary?

You do not need consent from the Owners Corporation under this by-law 13 to:

- (a) if you are the Developer, erect a "For Sale" or "For Lease" sign according to by-law 10.3 ("The Developer"); or

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- (b) alter or remove an Inter-Tenancy Wall according to by-law 14 ("Inter-Tenancy Walls"); or
- (c) carry out Building Works which you are entitled to carry out under an Exclusive Use By-Law.

However, you must comply with by-laws 13.3 ("Procedures before you carry out Building Works") to 13.5 ("Making arrangements with the Owners Corporation") when you erect the sign or carry out the Building Works.

13.3 Procedures before you carry out Building Works

Before you carry out Building Works, you must:

- (a) obtain necessary consents from the Owners Corporation and Government Agencies; and
- (b) obtain necessary consents from the Building Management Committee and under the Architectural Code; and
- (c) find out where service lines and pipes are located; and
- (d) obtain consent from the Owners Corporation if you propose to interfere with or interrupt services; and
- (e) if you do not need consent to carry out the Building Works, give the Owners Corporation a written notice describing what you propose to do. You must give the notice at least 14 days before you start the Building Works.

13.4 Procedures when you carry out Building Works

If you carry out Building Works, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation; and
- (b) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and
- (c) repair any damage you (or persons carrying out the Building Works for you) cause to Common Property or the property of another Owner or Occupier.

13.5 Making arrangements with the Owners Corporation

Before you carry out Building Works (including Building Works for which you do not require consent from the Owners Corporation), you must:

- (a) arrange with the Owners Corporation a suitable time and means by which to access Bristol & Quarry for purposes associated with those Building Works; and

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- (b) comply with the reasonable requirements of the Owners Corporation about the time and means by which you must access Bristol & Quarry; and
- (c) ensure that contractors and any persons involved in carrying out the Building Works comply with the reasonable requirements of the Owners Corporation about the times and means by which they must access Bristol & Quarry.

14 Inter-Tenancy Walls

14.1 When may you alter or remove an Inter-Tenancy Wall?

Subject to this by-law 14, you may alter or remove an Inter-Tenancy Wall if:

- (a) you own the Apartments separated by the Inter-Tenancy Wall or you have the consent of the owner of the adjoining Apartment; and
- (b) it is not a structural wall; and
- (c) before you carry out the work, you provide the Owners Corporation with a certificate from a qualified structural engineer acceptable to the Owners Corporation (acting reasonably) certifying that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect Common Property or other Apartments (including services to those Apartments); and
- (d) you comply with the procedures in this by-law 14.

Otherwise, you must have the consent of the Owners Corporation to alter or remove an Inter-Tenancy Wall.

14.2 What consents are necessary?

You do not need consent from the Owners Corporation to alter or remove an Inter-Tenancy Wall provided that you comply with the requirements of by-law 14.1 ("When may you alter or remove an Inter-Tenancy Wall?"). However, you must obtain all necessary consents from Government Agencies before you alter or remove an Inter-Tenancy Wall.

14.3 What are the conditions for carrying out the work?

It is a condition of you altering or removing an Inter-Tenancy Wall that you:

- (a) carry out the work in the method certified by the structural engineer under by-law 14.1 ("When may you alter or remove an Inter-Tenancy Wall?"); and
- (b) if appropriate, comply with section 14 of the Development Act and lodge any necessary building alteration plan with the Registrar-General; and

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- (c) comply with by-laws 13.3 ("Procedures before you carry out Building Works") to 13.5 ("Making arrangements with the Owners Corporation"); and
- (d) acknowledge for yourself and future Owners of your Apartment that the Owners Corporation does not have to reinstate the Inter-Tenancy Wall.

15 Agreement with the Building Manager

15.1 Purpose of the agreement

The Owners Corporation has the power to appoint and enter into agreements with a Building Manager to provide management and operational services for Bristol & Quarry and for Bullecourt generally. The Owners Corporation may exercise its power under this by-law 15 in its capacity as a member of the Building Management Committee and in its capacity as an owners corporation.

15.2 Delegation of functions

Unless permitted to do so by law, the Owners Corporation cannot delegate its functions or the functions of the Executive Committee to a Building Manager.

15.3 Terms of an agreement

If the Owners Corporation (in its own right) enters into an agreement with a Building Manager:

- (a) the term of the agreement may be for any term permitted by law; and
- (b) the remuneration of the Building Manager under the agreement may be the amount determined by the Owners Corporation (acting reasonably).

15.4 What provisions must be included in an agreement?

If permitted by law, an agreement between the Owners Corporation (in its own right) and a Building Manager must have provisions about:

- (a) the rights of the Owners Corporation to terminate the agreement early if the Building Manager does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of the Building Manager to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.

15.5 Duties of the Building Manager

If permitted by law, the duties of a Building Manager under an agreement with the Owners Corporation (in its own right) may include:

- (a) caretaking, supervising and servicing Common Property; and

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- (b) supervising cleaning and garbage removal services (other than performing functions of the Building Management Committee); and
- (c) supervising the repair, maintenance, renewal or replacement of Common Property; and
- (d) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property; and
- (e) co-ordinating the carrying out of Building Works; and
- (f) managing the Security Key system and providing Security Keys according to the by-laws; and
- (g) providing services to the Owners Corporation, Owners and Occupiers; and
- (h) supervising employees and contractors of the Owners Corporation; and
- (i) supervising Bristol & Quarry generally; and
- (j) doing anything else that the Owners Corporation agrees is necessary for the operation and management of Bristol & Quarry.

15.6 Agreements under the Strata Management Statement

The terms, remuneration, provisions and duties under an agreement between the Owners Corporation (in its capacity as a member of the Building Management Committee) and a building manager must comply with the Strata Management Statement.

16 Licences

16.1 Powers of the Owners Corporation

The Owners Corporation has the power to grant licences to Owners and Occupiers to use parts of Common Property. The Owners Corporation may exercise its powers under this by-law 16 only by ordinary resolution at a general meeting.

16.2 What provisions may a licence include?

Licences the Owners Corporation grants under this by-law 16 may include provisions about, but need not be limited to:

- (a) payments under the licence; and
- (b) the term of the licence; and
- (c) the permitted uses of the licensed areas; and
- (d) the maximum number of persons allowed in the licensed area; and
- (e) insurances the licensee must effect; and

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- (f) cleaning and maintaining the licensed area.

17 Exclusive use of Airconditioning Services

17.1 Exclusive Use By-Law

This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owners of Apartments 1 to 3, 6, 29, 34 to 36, 53, 56, 62 to 64, 76, 80 to 100, 103 and 104. By-laws 2.4 ("Occupiers may exercise rights") to 2.8 ("Additional insurances") apply to this Exclusive Use By-Law.

17.2 Exclusive use rights

The Owners of Apartments 1 to 3, 6, 29, 34 to 36, 53, 56, 62 to 64, 76, 80 to 100, 103 and 104 have:

- (a) exclusive use of the Airconditioning Services which exclusively services their Apartment; and
- (b) exclusive use of that part of the Common Property roof where their External Airconditioning Motor Unit is fitted and installed; and
- (c) the special privilege to connect to and use the Airconditioning Services which exclusively service their Apartment.

17.3 Interpreting this by-law

In this Exclusive Use By-Law, "you" means the Owners of Apartments 1 to 3, 6, 29, 34 to 36, 53, 56, 62 to 64, 76, 80 to 100, 103 and 104.

17.4 Obligations of the Owners Corporation

The Owners Corporation must operate, maintain, repair and, where necessary, replace Airconditioning Services which are not for the exclusive use of an Apartment.

17.5 What are your obligations?

You must, at your cost:

- (a) operate, maintain, repair and, where necessary, replace Airconditioning Services exclusively servicing your Apartment, including the External Airconditioning Motor Unit servicing your Apartment; and
- (b) maintain, repair and, where necessary, replace that part of the Common Property roof where the External Airconditioning Motor Unit for your Apartment is fitted and installed; and
- (c) use contractors approved by the Owners Corporation to maintain, repair and replace:
 - (i) Airconditioning Services exclusively servicing your Apartment; and

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- (ii) that part of the Common Property roof where the External Airconditioning Motor Unit for your Apartment is fitted and installed; and
- (d) comply with the requirements of Government Agencies about airconditioning services.

17.6 Paying for Airconditioning Services

You must contribute towards the costs of the Owners Corporation under this Exclusive Use By-Law in shares proportional to the unit entitlement of your Apartment.

18 Exclusive use of Terraces

18.1 Exclusive Use By-Law

This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owners of Apartments 80 to 104. By-laws 2.4 ("Occupiers may exercise rights") to 2.8 ("Additional insurances") apply to this Exclusive Use By-Law.

18.2 Exclusive use rights for Apartments 80 to 100

The Owners of Apartments 80 to 100 jointly have:

- (a) exclusive use of the Terrace on level 8 of Bristol & Quarry adjacent to those Apartments; and
- (b) the special privilege to use that Terrace according to this Exclusive Use By-Law.

18.3 Exclusive use rights for Apartments 101 to 104

The Owners of Apartments 101 to 104 jointly have:

- (a) exclusive use of the Terrace on level 8 of Bristol & Quarry adjacent to those Apartments; and
- (b) the special privilege to use that Terrace according to this Exclusive Use By-Law.

18.4 Interpreting this by-law

In this Exclusive Use By-Law, "you" means the Owners of Apartments 80 to 104.

18.5 What are your rights?

You may:

- (a) use the Terrace to which you have exclusive use rights for passive recreational purposes during the hours approved by the Owners Corporation; and

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- (b) place tables and chairs (and other items of a temporary nature) on the Terrace while you are using it.

18.6 What are your obligations?

You must:

- (a) have consent from the Owners Corporation to use a Terrace for a party or other function; and
- (b) promptly remove tables and chairs (and other items) you place on the Terrace after you have finished using it; and
- (c) remove all of your rubbish from the Terrace after you have finished using it.

18.7 Permanent structures

You must not erect any permanent structures or attach anything to a Terrace.

18.8 Obligations of the Owners Corporation

Subject to this Exclusive Use By-Law, the Owners Corporation must clean, maintain, repair and, where necessary, replace the Terraces.

18.9 Paying for the Terraces

You must contribute towards the costs of the Owners Corporation under this exclusive Use-By-Law in shares proportional to the unit entitlement of your Apartment.

19 Exclusive use of Planter Boxes

19.1 Exclusive Use By-Law

This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owners of Apartments 1 to 6. By-laws 2.4 ("Occupiers may exercise rights") to 2.8 ("Additional insurances") apply to this Exclusive Use By-Law.

19.2 Exclusive use rights

The Owners of Apartments 1 to 6 have exclusive use of the Planter Box in their Apartment.

19.3 Interpreting this by-law

In this Exclusive Use By-Law, "you" means the Owner of Apartment 1 to 6.

19.4 What are your obligations?

You must, at your the cost:

- (a) maintain, repair and, where necessary, replace the Planter Box in your Apartment; and

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- (b) maintain and, where necessary, replace the Planter Box in your Apartment; and
- (c) maintain and, where necessary, replace plants and soil in the Planter Box in your Apartment to a standard acceptable to the Owners Corporation (acting reasonably); and
- (d) if required by the Owners Corporation, temporarily remove and store items from the Planter Box in your Apartment to enable the Owners Corporation to inspect, repair or replace Common Property; and
- (e) if required by the Building Management Committee, temporarily remove and store items from the Planter Box in your Apartment to enable the Building Management Committee to inspect, repair or replace Shared Facilities.

19.5 Some prohibitions

You must not:

- (a) do anything which will or might interfere with the water proof membrane in the Planter Box in your Apartment; or
- (b) remove the Planter Box from your Apartment unless you obtain approval from the Owners Corporation.

20 Common Property and Shared Facilities

20.1 Common Property designated as Shared Facilities

Some items of Common Property are designated in the Strata Management Statement as Shared Facilities. The Owners Corporation authorises the Building Management Committee to perform its functions and exercise its rights under the Strata Management Statement in respect of Common Property.

20.2 Easements

Several Easements affect Common Property. You and the Owners Corporation must not do anything to interfere with any person exercising their rights or complying with their obligations under any Easements burdening Common Property.

20.3 What are your obligations?

Subject to the by-laws, you must:

- (a) use Common Property equipment only for its intended purpose; and
- (b) immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and

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- (c) compensate the Owners Corporation for any damage to Common Property caused by you, your visitors or persons doing work or carrying out Building Works in Bristol & Quarry on your behalf.

20.4 When will you need consent from the Owners Corporation?

Subject to the by-laws, you must have consent from the Owners Corporation to:

- (a) interfere with or damage Common Property; or
- (b) remove anything from Common Property that belongs to the Owners Corporation; or
- (c) interfere with the operation of Common Property equipment.

21 Insurance premiums

21.1 Consent from the Owners Corporation

You must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Owners Corporation.

21.2 Payments for increased premiums

If the Owners Corporation gives you consent under this by-law 21, it may make conditions that require you to reimburse the Owners Corporation for any increased premium. If you do not agree with the conditions, the Owners Corporation may refuse its consent.

21.3 Requirements under the Strata Management Statement

Under the Strata Management Statement, you must notify the Building Management Committee if you do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Building Management Committee.

22 Security at Bristol & Quarry

22.1 Strata Management Statement and Easements

The Strata Management Statement regulates security and the provision of Security Keys for the Bristol & Quarry. The rights and obligations of the Owners Corporation, Owners and Occupiers in this by-law 22 are subject to the Strata Management Statement and Easements. In particular, the Owners Corporation must not do anything that would restrict access to:

- (a) Shared Facilities in Bristol & Quarry which owners and occupiers in Bullecourt are entitled to use; or
- (b) Common Property the subject of Easements.

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22.2 Rights and obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to stop intruders coming into Bristol & Quarry and prevent fires and other hazards.

22.3 Installation of security equipment

Subject to this by-law 22, the Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of Bristol & Quarry.

22.4 Restricting access to Common Property

Subject to this by-law 22, the Owners Corporation has the power to:

- (a) close off or restrict by Security Key access to parts of Common Property that do not give access to an Apartment; and
- (b) restrict by Security Key your access to levels in Bristol & Quarry where you do not own or occupy an Apartment or have access to according to an Exclusive Use By-Law; and
- (c) allow security personnel to use part of Common Property to operate or monitor security of Bristol & Quarry. The Owners Corporation may exclude you from using these parts of Common Property.

22.5 What are your obligations?

You must not:

- (a) interfere with security cameras or surveillance equipment; or
- (b) do anything that might prejudice the security or safety of Bristol & Quarry.

You must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

23 Security Keys

23.1 Providing Owners and Occupiers with Security Keys

Subject to this by-law 23, the Owners Corporation may give you a Security Key if it restricts access to Common Property under by-law 22 ("Security at Bristol & Quarry").

23.2 Fees for additional Security Keys

The Owners Corporation may charge you a fee or bond if you require extra or replacement Security Keys.

23.3 Who do Security Keys belong to?

Security Keys belong to the Owners Corporation.

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23.4 Managing the Security Key system

The Owners Corporation has the power to:

- (a) re-code Security Keys; and
- (b) require you to promptly return your Security Keys to the Owners Corporation to be re-coded; and
- (c) make agreements with another person to exercise its functions under this by-law 23 and, in particular, to manage the Security Key system. The agreement may have provisions requiring Owners to pay the other person an administration fee for the provision of Security Keys.

23.5 What are your obligations?

You must:

- (a) comply with the reasonable instructions of the Owners Corporation about Security keys and, in particular, instructions about re-coding and returning Security Keys; and
- (b) take all reasonable steps not to lose Security Keys; and
- (c) return Security Keys to the Owners Corporation if you do not need them or if you are no longer an Owner or Occupier; and
- (d) notify the Owners Corporation immediately if you lose a Security Key.

23.6 Some prohibitions

You must not:

- (a) copy a Security Key; or
- (b) give a Security Key to someone who is not an Owner or Occupier.

23.7 Procedures if you lease your Apartment

If you lease or licence your Apartment, you must include a requirement in the lease or licence that the Occupier return Security Keys to the Owners Corporation when they no longer occupy an Apartment.

24 Rules

24.1 Powers of the Owners Corporation

The Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of Bristol & Quarry and, in particular, the use of Common Property.

24.2 Changing Rules

The Owners Corporation may add to or change the Rules at any time.

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24.3 What are your obligations?

You must comply with the Rules.

24.4 What if a Rule is inconsistent with the by-laws?

If a Rule is inconsistent with the by-laws or the requirements of a Government Agency, the by-laws or requirements of the Government Agency prevail to the extent of the inconsistency.

24.5 What if a rule is inconsistent with the Strata Management Statement?

If a Rule is inconsistent with the Strata Management Statement, the Strata Management Statement prevails to the extent of the inconsistency.

25 How are consents given?

25.1 Who may give consent?

Unless a by-law states otherwise, consents under the by-laws may be given by the Owners Corporation at a general meeting or the Executive Committee at a meeting of the Executive Committee.

25.2 Conditions

The Owners Corporation or the Executive Committee may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.

25.3 Can consent be revoked?

The Owners Corporation or the Executive Committee may revoke their consent if you do not comply with conditions made by them when they gave you consent or the by-law under which they gave you consent.

26 Failure to comply with by-laws

26.1 What can the Owners Corporation do?

The Owners Corporation may do anything on your Apartment that you should have done under the Management Act or the by-laws but which you have not done or, in the opinion of the Owners Corporation, have not done properly.

26.2 Procedures

The Owners Corporation must give you a written notice specifying when it will enter your Apartment to do the work. You must:

- (a) give the Owners Corporation (or persons authorised by it) access to your Apartment according to the notice and at your cost; and
- (b) pay the Owners Corporation for its costs for doing the work.

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26.3 Recovering money

The Owners Corporation may recover any money you owe it under the by-laws as a debt.

27 Applications and complaints

You must make any applications and complaints to the Owners Corporation in writing and address them to the Strata Manager.

28 Interpretation

28.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

Airconditioning Services include, without limitation:

- (a) air handling units and equipment, condensers, fan units, cables, conduits, pipes, wires and ducts which are located in Common Property and exclusively service an Apartment including, without limitation, by supplying airconditioning, reticulated water or refrigerant for airconditioning; and
- (b) reticulated water and refrigerant supplying airconditioning to Apartments; and
- (c) External Airconditioning Motor Units.

Apartment means a lot in Bristol & Quarry (including Home Offices).

Architectural Code means the architectural code for Bullecourt in the Strata Management Statement.

Balcony means a balcony and a terrace in an Apartment.

Bristol & Quarry means strata plan no. 73318.

Building Management Committee means the building management committee for Bullecourt established according to the Development Act and the Strata Management Statement.

Building Manager means the building manager appointed by the Owners Corporation according to by-law 15 ("Agreement with the Building Manager").

Building Works mean works, alterations, additions, damage, removal, repairs or replacement of:

- (a) Common Property structures, including the Common Property walls, floor and ceiling enclosing your Apartment. Common Property walls include windows and doors in those walls; or
- (b) the structure of your Apartment; or

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- (c) the internal walls inside your Apartment (eg a wall dividing two rooms in your Apartment); or
- (d) Common Property services; or
- (e) services in Bristol & Quarry, whether or not they are for the exclusive use of your Apartment; or
- (f) the installation of Airconditioning Services not authorised under by-law 17 ("Exclusive use of Airconditioning Services").

Building Works exclude:

- (g) minor fit out works inside an Apartment; and
- (h) works or alterations to the interior of Common Property walls in an Apartment (eg hanging pictures or attaching items to those walls).

Bullecourt means the land and buildings comprised in Bristol & Quarry and in lots 1 and 3 to 8 in DP1067958 (including any strata schemes into which those lots are subdivided).

Bullecourt Walk has the same meaning as it does in the Strata Management Statement.

Common Property means Common Property in Bristol & Quarry and personal property of the Owners Corporation.

Council means The Council of the City of Sydney.

Developer means Bullecourt Pty Limited (ABN 33 100 251 081).

Development Act means the *Strata Schemes (Freehold Development) Act 1973* (NSW).

Development Consent means the determination by Planning NSW of development application 382-12-2001.

Easements means any easements, restrictions on the use of land or positive covenants affecting Bristol & Quarry.

Exclusive Use By-Law means by-laws granting Owners exclusive use and special privileges of Common Property according to division 4, chapter 2 in part 5 of the Management Act.

Executive Committee means the executive committee of the Owners Corporation.

External Airconditioning Motor Unit means the external airconditioning unit on the roof of Bristol & Quarry or located in the carparking levels of Bullecourt that forms part of the split system airconditioning system for an Apartment.

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External Appearance means the appearance of any external surface of an Apartment or Common Property which is visible from outside an Apartment or Bristol & Quarry.

Government Agency means any government or any governmental or semi-governmental administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity or state owned corporation.

Gym has the same meaning as it does in the Strata Management Statement.

Home Office means Apartments 19 to 31.

Inter-Tenancy Wall means a Common Property wall between two Apartments.

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

Occupier means the occupier, lessee, licensee or person in lawful occupation of an Apartment.

Owner means:

- (a) the owner for the time being of an Apartment; and
- (b) if an Apartment is subdivided or resubdivided, the owners for the time being of the new Apartments; and
- (c) for an Exclusive Use By-Law, the owner(s) of the Apartment(s) benefiting from the by-law; and
- (d) a mortgagee in possession of an Apartment.

Owners Corporation means The Owners - Strata Plan No. 73318.

Planter Box means:

- (a) a planter box in an Apartment which is shown on the strata plan for Bristol & Quarry; and
- (b) the water proofing membrane forming part of a Planter Box; and
- (c) the soil and plants in a Planter Box; and
- (d) all painted surfaces of a Planter Box.

Rules mean Rules made by the Owners Corporation according to by-law 24 ("Rules").

Security Keys means a key, magnetic card or other device or information used in Bristol & Quarry to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems.

Shared Facilities has the same meaning as it does in the Strata Management Statement.

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Strata Management Statement means the strata management statement for Bullecourt.

Strata Manager means the person appointed by the Owners Corporation as its strata managing agent under section 27 of the Management Act. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owners Corporation.

Terraces means the Common Property terraces located on level 8 of Bristol & Quarry.

28.2 References to certain terms

Unless a contrary intention appears, a reference in the by-laws to:

- (a) **(Management Act)** words that this by-law does not explain have the same meaning as they do in the Management Act; and
- (b) **(you)** the word "you" means an Owner or Occupier; and
- (c) **(by-laws)** a by-law is a reference to the by-laws and Exclusive Use By-Laws under the Management Act which are in force for Bristol & Quarry; and
- (d) **(variations or replacement)** a document (including the by-laws) includes any amendment, addition or replacement of it; and
- (e) **(reference to statutes)** a law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (f) **(person)** the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency; and
- (g) **(executors, administrators, successors)** a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and
- (h) **(singular includes plural)** the singular includes the plural and vice versa; and
- (i) **(meaning not limited)** the words "include", "including" "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

28.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of the by-laws.

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28.4 Severability

If the whole or any part of a provision in the by-laws is void, unenforceable or illegal, then that provision or part provision is severed from the by-laws. The remaining by-laws have full force and effect unless the severance alters the basic nature of a by-law or is contrary to public policy.

28.5 Discretion in exercising rights

The Owners Corporation and the Executive Committee may exercise a right or remedy or give their consent in any way they consider appropriate (unless the by-laws expressly state otherwise).

28.6 Partial exercise of rights

If the Owners Corporation, Executive Committee, an Owner or an Occupier do not fully exercise a right or remedy fully or at a given time, they may still exercise it later.

28.7 Remedies cumulative

The rights and remedies provided in the by-laws are in addition to other rights and remedies given by law independently of the by-laws.

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By-Laws for Bristol & Quarry

Signing page

DATED: 28 October 2004

EXECUTED by BULLECOURT
PTY LIMITED in accordance with
section 127(1) of the Corporations
Act by authority of its directors:

Signature of director

PHILIP JOHN BEALE

Name of director (block letters)

Signature of director/company
secretary*
*delete whichever is not applicable

Name of director/company secretary*
(block letters)
*delete whichever is not applicable

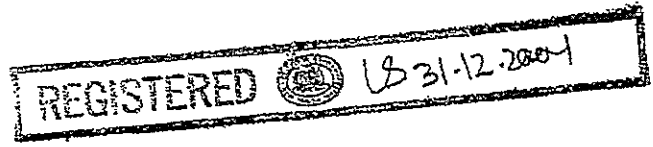
Signed by Perpetual Trustee Company (Canberra) Limited (mortgagee)

Signed in my presence for and on behalf of ~~Perpetual Trustee Company (Canberra) Limited~~
(A.B.N. 57 005 373 500) under the Power of Attorney dated 12.12.2003
(Registration No. 4322142) by its Attorneys

~~BRIDGET PHELPS~~ MANAGER
[Signature of Attorney] [Full name of Attorney] [Title of Attorney]
~~SHELAGH GOSSAIN~~ MANAGER
[Signature of Attorney] [Full name of Attorney] [Title of Attorney]

who are personally known to me and each of whom declare that they have received no
notice of revocation of the Power of Attorney under which this document is signed

~~ELIZABETH LOVELL~~
[Signature of Witness] [Full name of Witness]



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ADDITIONAL BY-LAW REGISTERED FOR SP73377/SP73319/SP73318

SPECIAL BY-LAW 1

- A** The representative of the Owners Corporation to the Bullecourt Building Management Committee is to be a member of the Executive Committee of the Owners Corporation at the time the appointment is made, and
- B.** If the representative of the Owners Corporation to the Bullecourt Building Management Committee ceases to be a member of the scheme's Executive Committee then the representative's appointment to the Building Management Committee is terminated and the Owners Corporation will appoint a new representative to the Building Management Committee and according to this By-Law as soon as practicable.
- C.** The Owners Corporation authorises the Executive Committee of the Owners Corporation to appoint the representative of the Owners Corporation to the Bullecourt Building Management Committee on its behalf and as contemplated in clauses A & B.





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

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

AD177001F

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/SP73318	
(B) LODGED BY	Document Collection Box	Name, Address or DX and Telephone LLPN: 123354Y BY-LAW EXPRESS GPO BOX 751, SYDNEY NSW 2001 PHONE: 9252 0107
	495R	Reference:
		CODE CB

- (C) The Owners-Strata Plan No. 73318 certify that pursuant to a resolution passed on 28 May 2007 and in accordance with the provisions of section No. 52 of the Strata Schemes Management Act 1996
- (D) the by-laws are changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special by-law 2
Amended by-law No. NOT APPLICABLE
as fully set out below:

SPECIAL BY-LAW 2 - Use of Lots

An Owner or occupier of a Lot shall not use its Lot or permit its Lot to be used:

- (a) except for the use permitted by a Development Consent granted by Council or any other relevant consent authority;
- (b) for illegal use;
- (c) for any use that degrades the reputation of the Owners Corporation or other Owners in the Building;
- (d) in any manner that interferes with the reasonable enjoyment of the Occupier of any other lot.



- (F) The common seal of the Owners-Strata Plan No. 73318 was affixed on 31/5/07 in the presence of—
- Signature(s): *[Signature]*
Name(s): **TONY FORESHEW**
being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

- (G) **COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996**
I certify that _____ has approved the change of by-laws set out herein.
Signature of authorised officer: _____
Name of authorised officer: _____ Position of authorised officer: _____

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

CHANGE OF BY-LAW

New South Wales
Strata Schemes Management Act
Real Property Act 1900



AB810177P

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

(A) TORRENS TITLE	For the common property		
	CP/SP 73318		
(B) LODGED BY	Delivery Box	Name, Address or DX and Telephone	CODE
	495R	LLPN: 123354Y BY-LAW EXPRESS GPO BOX 751, SYDNEY NSW 2001 PHONE: 9252 0107	CB
Reference (optional):			

- (C) The Owners-Strata Plan No 73318 certify that pursuant to a resolution passed on 30 April 2005 and in accordance with the provisions of
- (D) section 47 of the Strata Schemes [Freehold Development] Act 1973 the by-laws are changed as follows—
- (E) Repealed by-law No NOT APPLICABLE
 Added by-law No Special By-law 1
 Amended by-law No NOT APPLICABLE
 as fully set out below.

SPECIAL BY-LAW 1

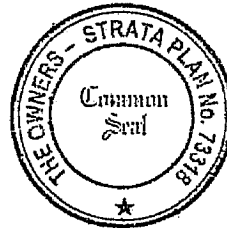
- A. The representative of the Owners Corporation to the Bullecourt Building Management Committee is to be a member of the Executive Committee of the Owners Corporation at the time the appointment is made, and
- B. If the representative of the Owners Corporation to the Bullecourt Building Management Committee ceases to be a member of the scheme's Executive Committee then the representative's appointment to the Building Management Committee is terminated and the Owners Corporation will appoint a new representative to the Building Management Committee and according to this by-law as soon as practicable.
- C. The Owners Corporation authorises the Executive Committee of the Owners Corporation to appoint the representative of the Owners Corporation to the Bullecourt Building Management Committee on its behalf and as contemplated in clauses A & B.

- (F) The common seal of the Owners-Strata Plan No 73318 was affixed on 20th November 2003 in the presence of—

Signature(s):

Name(s):

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



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

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

Signature of authorised officer:

Name and position of authorised officer:

All handwriting must be in block capitals.