

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

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

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

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	For the common property CP/SP96602			
(B) LODGED BY	<table border="1"> <tr> <td data-bbox="313 452 446 640">Document Collection Box  <b>1W</b></td> <td data-bbox="450 452 1309 640">Name, Address or DX, Telephone, and Customer Account Number if any Grace Fung &amp; Associates PO Box 320 Auburn NSW 1835 Tel: 9749 4766  Reference: _____</td> </tr> </table>	Document Collection Box  <b>1W</b>	Name, Address or DX, Telephone, and Customer Account Number if any Grace Fung & Associates PO Box 320 Auburn NSW 1835 Tel: 9749 4766  Reference: _____	CODE  <b>CH</b>
Document Collection Box  <b>1W</b>	Name, Address or DX, Telephone, and Customer Account Number if any Grace Fung & Associates PO Box 320 Auburn NSW 1835 Tel: 9749 4766  Reference: _____			

(C) The Owners-Strata Plan No. 96602 certify that a special resolution was passed on 29/3/2018  
(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—

(E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. 30  
Amended by-law No. 18  
as fully set out below:

Added By-Law 30

Common property for exclusive personal use

- (a) Any common property for the exclusive personal use shall be the responsibility of the unit/lot owner.
- (b) The maintenance and upkeep of said common property shall be maintained by the unit/lot owner.
- (c) The common property shall include waterproofing, tiling and rendering only used by the unit/lot owner.

This applies to all lots within The Owners-Strata Plan No. 96602.

Amended By-Law 18

Keeping of Animals

All owners and residents are prohibited from keeping pets on the premises of SP96602. Disability/helper/guide dogs are an exception.

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

(G) The seal of The Owners-Strata Plan No. 96602 was affixed on 28/6/2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: \_\_\_\_\_

Name: Don Ahn

Authority: Strata Manager

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Authority: \_\_\_\_\_





## Annexure "A"

### Consolidated by-laws for the Owners – Strata Plan No. 96602

#### BY-LAW 1: NOISE

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

#### BY-LAW 2: VEHICLES

2. An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

#### BY-LAW 3: OBSTRUCTION OF COMMON PROPERTY

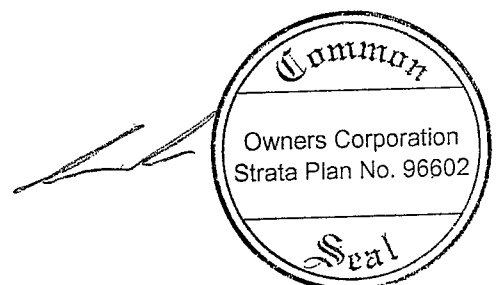
3. An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

#### BY-LAW 4: DAMAGE TO PLANTS ON COMMON PROPERTY

4. An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:
  - (a) Damage any garden, tree, shrub, plant or flower being part of or situated on common property.
  - (b) Use for his or her own purposes as a garden any portion of the common property.

#### BY-LAW 5: DAMAGE TO COMMON PROPERTY

- 5(1). An owner or occupier of a lot must not damage or deface, any structure that forms part of the common property except with the written approval of the owners corporation.
- 5(2). An approval given by the owners corporation under Sub-clause (1) cannot authorise any additions to the common property.



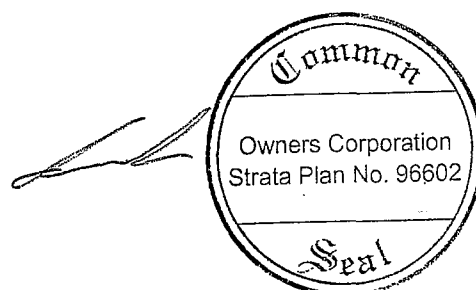
- 5(3). This by-law does not prevent an owner or person authorised by an owner from installing:
- (a) Any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot.
  - (b) Any screen or other device to prevent entry of animals or insects on the lot.
  - (c) Any structure or device to prevent harm to children.
  - (d) Any device used to affix decorative items to the internal surfaces of walls in the owner's lot unless the device is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- 5(4). Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- 5(5). The owner of a lot must:
- (a) Maintain and keep in a state of good and serviceable repair any installation or structure referred to in Sub-clause (3) that forms part of the common property and that services the lot.
  - (b) Repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in Sub-clause (3) that forms part of the common property and that services the lot.

#### **BY-LAW 6: BEHAVIOUR OF OWNERS AND OCCUPIERS**

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

#### **BY-LAW 7: CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING**

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



## Annexure "A"

### Consolidated by-laws for the Owners – Strata Plan No. 96602

#### BY-LAW 1: NOISE

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

#### BY-LAW 2: VEHICLES

2. An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

#### BY-LAW 3: OBSTRUCTION OF COMMON PROPERTY

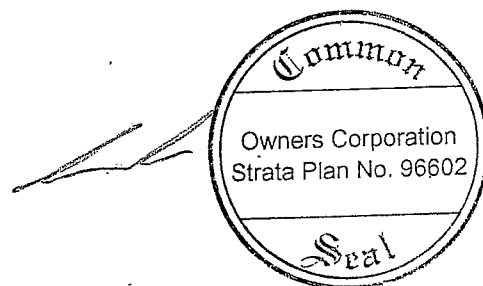
3. An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

#### BY-LAW 4: DAMAGE TO PLANTS ON COMMON PROPERTY

4. An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:
  - (a) Damage any garden, tree, shrub, plant or flower being part of or situated on common property.
  - (b) Use for his or her own purposes as a garden any portion of the common property.

#### BY-LAW 5: DAMAGE TO COMMON PROPERTY

- 5(1). An owner or occupier of a lot must not damage or deface, any structure that forms part of the common property except with the written approval of the owners corporation.
- 5(2). An approval given by the owners corporation under Sub-clause (1) cannot authorised any additions to the common property.



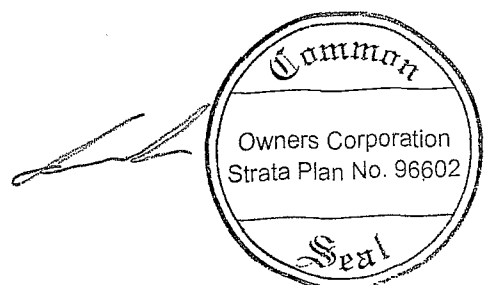
- 5(3). This by-law does not prevent an owner or person authorised by an owner from installing:
- (a) Any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot.
  - (b) Any screen or other device to prevent entry of animals or insects on the lot.
  - (c) Any structure or device to prevent harm to children.
  - (d) Any device used to affix decorative items to the internal surfaces of walls in the owner's lot unless the device is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- 5(4). Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- 5(5). The owner of a lot must:
- (a) Maintain and keep in a state of good and serviceable repair any installation or structure referred to in Sub-clause (3) that forms part of the common property and that services the lot.
  - (b) Repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in Sub-clause (3) that forms part of the common property and that services the lot.

**BY-LAW 6: BEHAVIOUR OF OWNERS AND OCCUPIERS**

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

**BY-LAW 7: CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING**

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



**BY-LAW 8: BEHAVIOUR OF INVITEES**

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

**BY-LAW 9: DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY**

9. An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation

**BY-LAW 10: HANGING OUT OF WASHING**

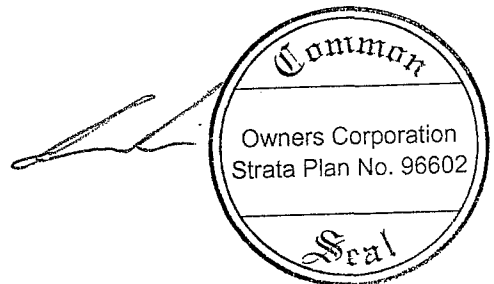
- 10(1). An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
- 10(2). Any owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.
- 10(3). An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.
- 10(4). In this clause:  
Washing includes any clothing, towel, bedding or other article of a similar type.

**BY-LAW 11: PRESERVATION OF FIRE SAFETY**

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

**BY-LAW 12: CLEANING WINDOWS AND DOORS**

- 12(1). Except in the circumstances referred to in Clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- 12(2). The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.



**BY-LAW 13: STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS**

- 13(1). An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- 13(2). This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle.

**BY-LAW 14: MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY**

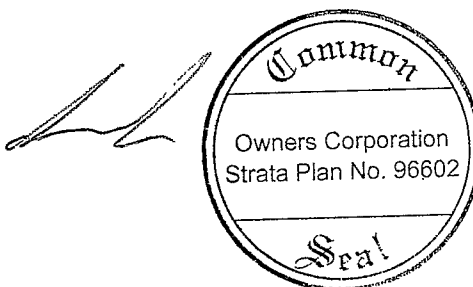
- 14(1). An owner or occupier of a lot must not transport any furniture, large object or deliveries to or from the lot through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- 14(2). An owners corporation may resolve that furniture, large objects or deliveries to and from the lot are to be transported through or on the common property in a specified manner.
- 14(3). If the owners corporation has specified, by resolution, the manner in which furniture, large objects or deliveries to and from the lot are to be transported, then an owner or occupier of a lot must not transport any furniture, large object or deliveries to and from the lot through or on common property except in accordance with that resolution.

**BY-LAW 15: CHANGES TO FLOOR COVERING AND SURFACES**

- 15(1). An owner or occupier of Lots 1 to 17 must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- 15(2). This by-law does not affect any requirement under any law to obtain a consent to, approval for any other authorisation for the changing of the floor covering or surface concerned.

**BY-LAW 16: FLOOR COVERINGS**

- 16(1). The owners of Lots 1 to 17 must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.





16(2). This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

**BY-LAW 17: RESIDENTIAL GARAGE ROOM**

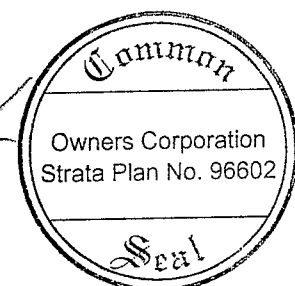
17. The owners and occupiers for the time being of Lots 1 to 17 inclusive shall be entitled to the use of the common residential garbage room located in the Basement.
- (a) The owners shall be responsible for the proper operation, maintenance, replacement and keeping in a state of good order and serviceable repair all of the apparatus and equipment in the residential garbage room.
  - (b) All costs associated related to the matter described in Sub-clause (a) will be shared between the owners of Lots 1 to 17 in accordance with their respective unit entitlements.
  - (c) Recyclable materials or waste shall be separated and prepared in accordance with the applicable recycling guidelines and placed in the appropriate receptacles provided in the garbage room.
  - (d) The owners and occupiers must promptly remove anything which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
  - (e) All costs associated with services in the residential garbage room, such as water and electricity as well as the disposal of refuse, will be shared between the owners of Lots 1 to 17 in accordance with their respective unit entitlements.
  - (f) The owners corporation shall provide the necessary management services in order to ensure that the terms and conditions of this by-law are fulfilled.

**BY-LAW 18: KEEPING OF ANIMALS**

18. All owners and residents are prohibited from keeping pets on the premises of SP96602. Disability/helper/guide dogs are an exception.

**BY-LAW 19: APPEARANCE OF LOT**

- 19(1). The owner or occupier of a lot must not, except with the prior written 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.
- 19(2). This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in By-law 10.



**BY-LAW 20: CHANGE IN USE OF LOT TO BE NOTIFIED**

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

**BY-LAW 21: PREVENTION OF HAZARDS**

21. The owners or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

**BY-LAW 22: PROVISION OF AMENITIES OR SERVICES**

- 22(1). The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of the lots:

- (a) Security services
- (b) Promotional services
- (c) Advertising
- (d) Domestic services
- (e) Telecommunication services (for example, cable television)
- (f) Garbage disposal and recycling services
- (g) Electricity, water or gas supply

- 22(2). If the owners corporation makes a resolution referred to in Sub-clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or services

**BY-LAW 23: COMPLIANCE WITH PLANNING AND OTHER REQUIREMENTS**

- 23(1). The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited.
- 23(2). 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.



**BY-LAW 24: SERVICE OF DOCUMENTS ON OWNER OF LOT BY OWNERS CORPORATION**

24. A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address.

**BY-LAW 25: COMMON AREAS AND FACILITIES**

25. The owners and occupiers for the time of Lots 1 to 17 inclusive shall be entitled to the exclusive use and enjoyment of the communal open space on the roof top terrace area on level 6 and such exclusive use and enjoyment is granted on the following terms and conditions:
- (a) Such proprietors shall be responsible for the proper operation, maintenance, replacement and keeping in a state of good order and serviceable repair of the communal open space areas and any of its amenities, furniture and utilities such as electricity and water installations.
  - (b) All costs associated related to the matters described in Sub-clause (a) will be shared between the owners of Lots 1 to 17 in accordance with their respective unit entitlements.
  - (c) Amplified sound must not be provided or used in the communal open space areas at any time.
  - (d) The communal open space areas may only be used between the hours of 8:00am and 10:00pm or other hours nominated by the Strata Committee.
  - (e) The use of the common courtyard is subject to the control and direction of the Strata Committee.
  - (f) Every person who uses the common courtyard must abide by By-laws 3, 4, 5, 6, 7, 8 and 9 at all times.
  - (g) The owners corporation will provide the necessary management services in order to ensure that the terms and conditions of the by-law are fulfilled.

**BY-LAW 26: MAINTENANCE OF THE BUILDING COMMON PROPERTY MEMORANDUM**

26. The Common Property Memorandum prescribed in accordance with Clause 26 and 27 of the Strata Schemes Management Regulation 2016 has been adopted for the maintenance of this strata building.



**BY-LAW 27: OWNERS CORPORATION'S WRITTEN CONSENT FOR A DEVELOPMENT APPLICATION**

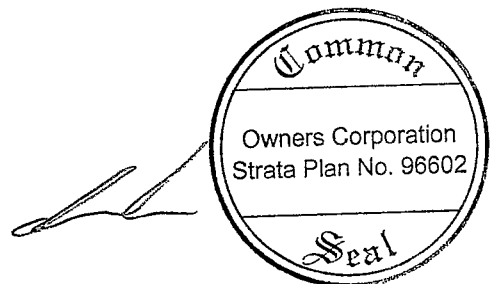
- 27(1). If an owner of a lot is proposing to develop the lot and if such development includes common property which is external to the boundaries of the lot then the owner must obtain written consent from the owners corporation. The written consent must state that the owners corporation agrees with a development application/s being lodged with the relevant consent authority and other relevant government agencies.
- 27(2). If an owner of a lot is proposing to develop the lot and if such development does not include common property which is external to the boundaries of the lot and the proposed development will not affect the structural integrity of the building then the owner is not required to obtain written consent from the owners corporation regarding the proposed development. This clause is in accordance with the Court of Appeal decision in the matter of Owners Strata Plan No 50411 v Cameron North Sydney Investment Pty Ltd.

**BY-LAW 28: CARETAKER AND END OF TRIP FACILITY**

- 28(1). The owners corporation must maintain the condition of the caretaker/end of trip facility located in the basement
- 28(2). The owners and occupiers of Lot 1 to Lot 17 must keep the caretaker/end of trip facility room in a clean and tidy state and take all necessary measures to remove any unpleasant odours.
- 28(3). The owners and occupiers of Lot 1 to Lot 17 must not store any item or good unnecessary to the purpose of the caretaker/end of trip facility located in the basement.

**BY-LAW 29: SMOKE PENETRATION**

- 29(1). An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- 29(2). An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.



**BY-LAW 30: COMMON PROPERTY FOR EXCLUSIVE PERSONAL USE**

- (a) Any common property for the exclusive personal use shall be the responsibility of the unit/lot owner.
- (b) The maintenance and upkeep of said common property shall be maintained by the unit/lot owner.
- (c) The common property shall include waterproofing, tiling and rendering only used by the unit/lot owner.

This applies to all lots within The Owners- Strata Plan No. 96602.



Approved Form 10

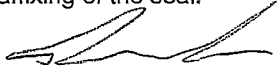
Certificate re Initial Period

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

\*that the initial period has expired.

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

The seal of The Owners - Strata Plan No 96602 was affixed on ^ ..... 28/6/2018 ..... in the presence of the following person(s) authorised by section 273, *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: Don Ahn Authority: Strata Manager

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

^ Insert appropriate date  
\* Strike through if inapplicable.



## Annexure "A"

### Consolidated by-laws for the Owners – Strata Plan No. 96602

#### BY-LAW 1: NOISE

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

#### BY-LAW 2: VEHICLES

2. An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

#### BY-LAW 3: OBSTRUCTION OF COMMON PROPERTY

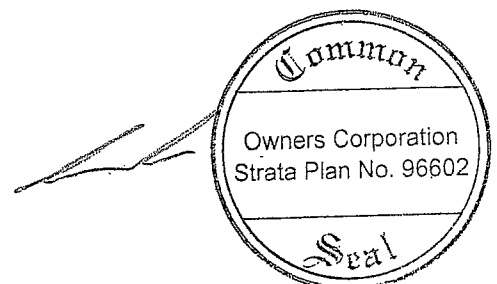
3. An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

#### BY-LAW 4: DAMAGE TO PLANTS ON COMMON PROPERTY

4. An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:
  - (a) Damage any garden, tree, shrub, plant or flower being part of or situated on common property.
  - (b) Use for his or her own purposes as a garden any portion of the common property.

#### BY-LAW 5: DAMAGE TO COMMON PROPERTY

- 5(1). An owner or occupier of a lot must not damage or deface, any structure that forms part of the common property except with the written approval of the owners corporation.
- 5(2). An approval given by the owners corporation under Sub-clause (1) cannot authorise any additions to the common property.



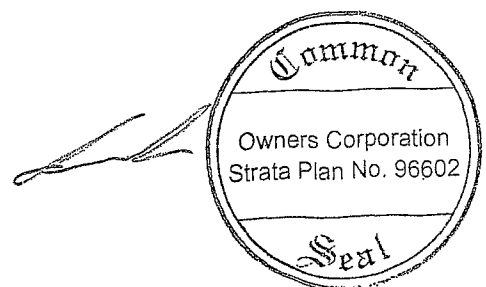
- 5(3). This by-law does not prevent an owner or person authorised by an owner from installing:
- (a) Any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot.
  - (b) Any screen or other device to prevent entry of animals or insects on the lot.
  - (c) Any structure or device to prevent harm to children.
  - (d) Any device used to affix decorative items to the internal surfaces of walls in the owner's lot unless the device is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- 5(4). Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- 5(5). The owner of a lot must:
- (a) Maintain and keep in a state of good and serviceable repair any installation or structure referred to in Sub-clause (3) that forms part of the common property and that services the lot.
  - (b) Repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in Sub-clause (3) that forms part of the common property and that services the lot.

**BY-LAW 6: BEHAVIOUR OF OWNERS AND OCCUPIERS**

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

**BY-LAW 7: CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING**

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





**BY-LAW 8: BEHAVIOUR OF INVITEES**

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

**BY-LAW 9: DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY**

9. An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation

**BY-LAW 10: HANGING OUT OF WASHING**

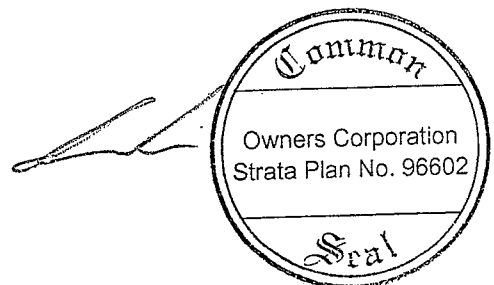
- 10(1). An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
- 10(2). Any owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.
- 10(3). An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.
- 10(4). In this clause:  
Washing includes any clothing, towel, bedding or other article of a similar type.

**BY-LAW 11: PRESERVATION OF FIRE SAFETY**

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

**BY-LAW 12: CLEANING WINDOWS AND DOORS**

- 12(1). Except in the circumstances referred to in Clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- 12(2). The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.



**BY-LAW 13: STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS**

- 13(1). An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- 13(2). This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle.

**BY-LAW 14: MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY**

- 14(1). An owner or occupier of a lot must not transport any furniture, large object or deliveries to or from the lot through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- 14(2). An owners corporation may resolve that furniture, large objects or deliveries to and from the lot are to be transported through or on the common property in a specified manner.
- 14(3). If the owners corporation has specified, by resolution, the manner in which furniture, large objects or deliveries to and from the lot are to be transported, then an owner or occupier of a lot must not transport any furniture, large object or deliveries to and from the lot through or on common property except in accordance with that resolution.

**BY-LAW 15: CHANGES TO FLOOR COVERING AND SURFACES**

- 15(1). An owner or occupier of Lots 1 to 17 must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- 15(2). This by-law does not affect any requirement under any law to obtain a consent to, approval for any other authorisation for the changing of the floor covering or surface concerned.

**BY-LAW 16: FLOOR COVERINGS**

- 16(1). The owners of Lots 1 to 17 must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.



16(2). This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

**BY-LAW 17: RESIDENTIAL GARAGE ROOM**

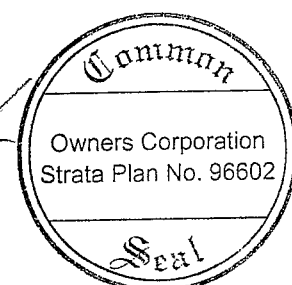
17. The owners and occupiers for the time being of Lots 1 to 17 inclusive shall be entitled to the use of the common residential garbage room located in the Basement.
- (a) The owners shall be responsible for the proper operation, maintenance, replacement and keeping in a state of good order and serviceable repair all of the apparatus and equipment in the residential garbage room.
  - (b) All costs associated related to the matter described in Sub-clause (a) will be shared between the owners of Lots 1 to 17 in accordance with their respective unit entitlements.
  - (c) Recyclable materials or waste shall be separated and prepared in accordance with the applicable recycling guidelines and placed in the appropriate receptacles provided in the garbage room.
  - (d) The owners and occupiers must promptly remove anything which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
  - (e) All costs associated with services in the residential garbage room, such as water and electricity as well as the disposal of refuse, will be shared between the owners of Lots 1 to 17 in accordance with their respective unit entitlements.
  - (f) The owners corporation shall provide the necessary management services in order to ensure that the terms and conditions of this by-law are fulfilled.

**BY-LAW 18: KEEPING OF ANIMALS**

18. All owners and residents are prohibited from keeping pets on the premises of SP96602. Disability/helper/guide dogs are an exception.

**BY-LAW 19: APPERANCE OF LOT**

- 19(1). The owner or occupier of a lot must not, except with the prior written 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.
- 19(2). This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in By-law 10.



**BY-LAW 20: CHANGE IN USE OF LOT TO BE NOTIFIED**

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

**BY-LAW 21: PREVENTION OF HAZARDS**

21. The owners or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

**BY-LAW 22: PROVISION OF AMENITIES OR SERVICES**

- 22(1). The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of the lots:

- (a) Security services
- (b) Promotional services
- (c) Advertising
- (d) Domestic services
- (e) Telecommunication services (for example, cable television)
- (f) Garbage disposal and recycling services
- (g) Electricity, water or gas supply

- 22(2). If the owners corporation makes a resolution referred to in Sub-clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or services

**BY-LAW 23: COMPLIANCE WITH PLANNING AND OTHER REQUIREMENTS**

- 23(1). The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited.
- 23(2). 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.



**BY-LAW 24: SERVICE OF DOCUMENTS ON OWNER OF LOT BY OWNERS CORPORATION**

24. A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address.

**BY-LAW 25: COMMON AREAS AND FACILITIES**

25. The owners and occupiers for the time of Lots 1 to 17 inclusive shall be entitled to the exclusive use and enjoyment of the communal open space on the roof top terrace area on level 6 and such exclusive use and enjoyment is granted on the following terms and conditions:
- (a) Such proprietors shall be responsible for the proper operation, maintenance, replacement and keeping in a state of good order and serviceable repair of the communal open space areas and any of its amenities, furniture and utilities such as electricity and water installations.
  - (b) All costs associated related to the matters described in Sub-clause (a) will be shared between the owners of Lots 1 to 17 in accordance with their respective unit entitlements.
  - (c) Amplified sound must not be provided or used in the communal open space areas at any time.
  - (d) The communal open space areas may only be used between the hours of 8:00am and 10:00pm or other hours nominated by the Strata Committee.
  - (e) The use of the common courtyard is subject to the control and direction of the Strata Committee.
  - (f) Every person who uses the common courtyard must abide by By-laws 3, 4, 5, 6, 7, 8 and 9 at all times.
  - (g) The owners corporation will provide the necessary management services in order to ensure that the terms and conditions of the by-law are fulfilled.

**BY-LAW 26: MAINTENANCE OF THE BUILDING COMMON PROPERTY MEMORANDUM**

26. The Common Property Memorandum prescribed in accordance with Clause 26 and 27 of the Strata Schemes Management Regulation 2016 has been adopted for the maintenance of this strata building.



**BY-LAW 27: OWNERS CORPORATION'S WRITTEN CONSENT FOR A DEVELOPMENT APPLICATION**

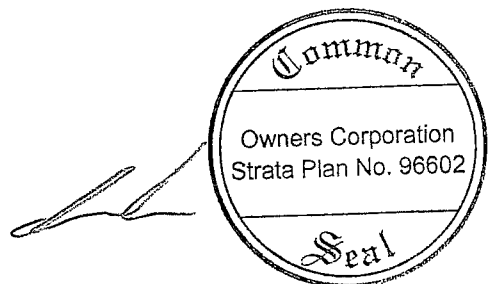
- 27(1). If an owner of a lot is proposing to develop the lot and if such development includes common property which is external to the boundaries of the lot then the owner must obtain written consent from the owners corporation. The written consent must state that the owners corporation agrees with a development application/s being lodged with the relevant consent authority and other relevant government agencies.
- 27(2). If an owner of a lot is proposing to develop the lot and if such development does not include common property which is external to the boundaries of the lot and the proposed development will not affect the structural integrity of the building then the owner is not required to obtain written consent from the owners corporation regarding the proposed development. This clause is in accordance with the Court of Appeal decision in the matter of Owners Strata Plan No 50411 v Cameron North Sydney Investment Pty Ltd.

**BY-LAW 28: CARETAKER AND END OF TRIP FACILITY**

- 28(1). The owners corporation must maintain the condition of the caretaker/end of trip facility located in the basement
- 28(2). The owners and occupiers of Lot 1 to Lot 17 must keep the caretaker/end of trip facility room in a clean and tidy state and take all necessary measures to remove any unpleasant odours.
- 28(3). The owners and occupiers of Lot 1 to Lot 17 must not store any item or good unnecessary to the purpose of the caretaker/end of trip facility located in the basement.

**BY-LAW 29: SMOKE PENETRATION**

- 29(1). An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- 29(2). An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.



**BY-LAW 30: COMMON PROPERTY FOR EXCLUSIVE PERSONAL USE**

- (a) Any common property for the exclusive personal use shall be the responsibility of the unit/lot owner.
- (b) The maintenance and upkeep of said common property shall be maintained by the unit/lot owner.
- (c) The common property shall include waterproofing, tiling and rendering only used by the unit/lot owner.

This applies to all lots within The Owners- Strata Plan No. 96602.



Approved Form 10

Certificate re Initial Period

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

\*that the initial period has expired.

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

The seal of The Owners - Strata Plan No 96602 was affixed on ^ ..... 28/6/2018 ..... in the presence of the following person(s) authorised by section 273, *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: Don Ahn Authority: Strata Manager


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

^ Insert appropriate date  
\* Strike through if inapplicable.






ePlan

<b>Approved Form 7</b>	<b>Strata Plan By-Laws</b>	<b>Sheet 1 of 13 Sheet(s)</b>
Registered:  17.11.2017	Office Use Only <b>SP96602</b>	

Instrument setting out the details of by-laws to be created upon registration of a strata plan

481-483 Elizabeth St,  
Surry Hills NSW 2010

<b>Approved Form 7</b>	<b>Strata Plan By-Laws</b>	<b>Sheet 2 of 13 Sheet(s)</b>
Registered:  17.11.2017	Office Use Only	Office Use Only
<b>SP96602</b>		

**BY-LAW 1: NOISE**

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

**BY-LAW 2: VEHICLES**

2 An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.


**BY-LAW 3: OBSTRUCTION OF COMMON PROPERTY**

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

**BY-LAW 4: DAMAGE TO PLANTS ON COMMON PROPERTY**


4. An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

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

<b>Approved Form 7</b>	<b>Strata Plan By-Laws</b>	<b>Sheet 3 of 13 Sheet(s)</b>
Registered:  17.11.2017	Office Use Only	Office Use Only
<b>SP96602</b>		

**BY-LAW 5: DAMAGE TO COMMON PROPERTY**

- 5(1) An owner or occupier of a lot must not damage or deface, any structure that forms part of the common property except with the written approval of the owners corporation.
- 5(2) An approval given by the owners corporation under Sub-clause (1) cannot authorised any additions to the common property.
- 5(3) This by-law does not prevent an owner or person authorised by an owner from installing:
- (a) Any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot.
  - (b) Any screen or other device to prevent entry of animals or insects on the lot.
  - (c) Any structure or device to prevent harm to children.
  - (d) Any device used to affix decorative items to the internal surfaces of walls in the owner's lot unless the device is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- 5(4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- 5(5) The owner of a lot must:
- (a) Maintain and keep in a state of good and serviceable repair any installation or structure referred to in Sub-clause (3) that forms part of the common property and that services the lot.
  - (b) Repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in Sub-clause (3) that forms part of the common property and that services the lot.

<b>Approved Form 7</b>	<b>Strata Plan By-Laws</b>	<b>Sheet 4 of 13 Sheet(s)</b>
Registered:  17.11.2017	Office Use Only	Office Use Only <b>SP96602</b>

**BY-LAW 6: BEHAVIOUR OF OWNERS AND OCCUPIERS**

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

**BY-LAW 7: CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING**

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

**BY-LAW 8: BEHAVIOUR OF INVITEES**


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

**BY-LAW 9: DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY**

9. An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

**BY-LAW 10: HANGING OUT OF WASHING**

- 10(1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.

<b>Approved Form 7</b>	<b>Strata Plan By-Laws</b>	<b>Sheet 5 of 13 Sheet(s)</b>
Registered:  17.11.2017	Office Use Only	Office Use Only <b>SP96602</b>

10(2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.

10(3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.

10(4) In this clause:

Washing includes any clothing, towel, bedding or other article of a similar type.

**BY-LAW 11: PRESERVATION OF FIRE SAFETY**

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


**BY-LAW 12: CLEANING WINDOWS AND DOORS**

12(1) Except in the circumstances referred to in Clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

12(2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

**BY-LAW 13: STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS**

13(1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

<b>Approved Form 7</b>	<b>Strata Plan By-Laws</b>	<b>Sheet 6 of 13 Sheet(s)</b>
Registered:  17.11.2017	Office Use Only	Office Use Only
<b>SP96602</b>		


13(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle.

**BY-LAW 14: MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY**

- 14(1) An owner or occupier of a lot must not transport any furniture, large object or deliveries to or from the lot through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- 14(2) An owners corporation may resolve that furniture, large objects or deliveries to and from the lot are to be transported through or on the common property in a specified manner.
- 14(3) If the owners corporation has specified, by resolution, the manner in which furniture, large objects or deliveries to and from the lot are to be transported, then an owner or occupier of a lot must not transport any furniture, large object or deliveries to and from the lot through or on common property except in accordance with that resolution.

**BY-LAW 15: CHANGES TO FLOOR COVERINGS AND SURFACES**

- 15(1) An owner or occupier of Lots 1 to 17 must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- 15(2) This by law does not affect any requirement under any law to obtain a consent to, approval for any other authorisation for the changing of the floor covering or surface concerned.


<b>Approved Form 7</b>	<b>Strata Plan By-Laws</b>	<b>Sheet 7 of 13 Sheet(s)</b>
Registered:  17.11.2017	Office Use Only	Office Use Only <b>SP96602</b>

**BY-LAW 16: FLOOR COVERINGS**

- 16(1) The owners of Lots 1 to 17 must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- 16(2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

**BY-LAW 17: RESIDENTIAL GARBAGE ROOM**

- 17 The owners and occupiers for the time being of Lots 1 to 17 inclusive shall be entitled to the use of the common residential garbage room located in the Basement.
- (a) The owners shall be responsible for the proper operation, maintenance, replacement and keeping in a state of good order and serviceable repair all of the apparatus and equipment in the residential garbage room.
  - (b) All costs associated related to the matters described in Sub-clause (a) will be shared between the owners of Lots 1 to 17 in accordance with their respective unit entitlements.
  - (c) Recyclable materials or waste shall be separated and prepared in accordance with the applicable recycling guidelines and placed in the appropriate receptacles provided in the garbage room.
  - (d) The owners and occupiers must promptly remove anything which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
  - (e) All costs associated with services in the residential garbage room, such as water and electricity as well as the disposal of refuse, will be shared between the owners of Lots 1 to 17 in accordance with their respective unit entitlements.

<b>Approved Form 7</b>	<b>Strata Plan By-Laws</b>	<b>Sheet 8 of 13 Sheet(s)</b>
Registered:  17.11.2017	Office Use Only <b>SP96602</b>	

- (f) The owners corporation shall provide the necessary management services in order to ensure that the terms and conditions of this by-law are fulfilled.

**BY-LAW 18: KEEPING OF ANIMALS**

18(1) An owner or occupier of a residential lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or fish kept in a secure aquarium on the lot) on the lot or the common property.

18(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a residential lot or the common property.

18(3) If an owner or occupier of a residential lot keeps a cat, small dog or a small caged bird on the lot then the owner or occupier must;


- (a) Notify the owners corporation that the animal is being kept on the lot.
- (b) Keep the animal within the lot.
- (c) Carry the animal when it is on the common property.
- (d) Take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

**BY-LAW 19: APPEARANCE OF LOT**

19(1) The owner or occupier of a lot must not, except with the prior written 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

19(2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in By-law 10.



<b>Approved Form 7</b>	<b>Strata Plan By-Laws</b>	<b>Sheet 9 of 13 Sheet(s)</b>
Registered:  17.11.2017	Office Use Only	Office Use Only
<b>SP96602</b>		

**BY-LAW 20: CHANGE IN USE OF LOT TO BE NOTIFIED**

20(1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot or results in the lot being used for commercial or industrial purposes rather than residential purposes).

**BY-LAW 21: PREVENTION OF HAZARDS**


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

**BY-LAW 22: PROVISION OF AMENITIES OR SERVICES**

22(1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of the lots:

1. Security services
2. Promotional services
3. Advertising
4. Domestic services
5. Telecommunication services (for example, cable television)
6. Garbage disposal and recycling services
7. Electricity, water or gas supply

22(2) If the owners corporation makes a resolution referred to in Sub-clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

<b>Approved Form 7</b>	<b>Strata Plan By-Laws</b>	<b>Sheet 10 of 13 Sheet(s)</b>
Registered:  17.11.2017	Office Use Only	Office Use Only
		<b>SP96602</b>

**BY-LAW 23: COMPLIANCE WITH PLANNING AND OTHER REQUIREMENTS**

23(1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited.

23(2) 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.


**BY-LAW 24: SERVICE OF DOCUMENTS ON OWNER OF LOT BY OWNERS CORPORATION**

24. A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address.

**BY-LAW 25: COMMON AREAS AND FACILITIES**

25. The owners and occupiers for the time of Lots 1 to 17 inclusive shall be entitled to the exclusive use and enjoyment of the communal open space on the roof top terrace area on level 6 and such exclusive use and enjoyment is granted on the following terms and conditions:

- a. Such proprietors shall be responsible for the proper operation, maintenance, replacement and keeping in a state of good order and serviceable repair of the communal open space areas and any of its amenities, furniture and utilities such as electricity and water installations.
- b. All costs associated related to the matters described in Sub-clause (a) will be shared between the owners of Lots 1 to 17 in accordance with their respective unit entitlements.
- c. Amplified sound must not be provided or used in the communal open space areas at any time

<b>Approved Form 7</b>	<b>Strata Plan By-Laws</b>	<b>Sheet 11 of 13 Sheet(s)</b>
Registered:  17.11.2017	Office Use Only	Office Use Only <b>SP96602</b>

- d. The communal open space areas may only be used between the hours of 8:00am and 10:00pm or other hours nominated by the Strata Committee.
- e. The use of the common courtyard is subject to the control and direction of the strata Committee.
- f. Every person who uses the common courtyard must abide by By-Laws 3, 4, 5, 6, 7, 8 and 9 at all times
- g. The owners corporation will provide the necessary management services in order to ensure that the terms and conditions of this by-law are fulfilled


#### BY-LAW 26: MAINTENANCE OF THE BUILDING COMMON PROPERTY MEMORANDUM

- 26. The Common Property Memorandum prescribed in accordance with Clause 26 and 27 of the Strata Schemes Management Regulation 2016 has been adopted for the maintenance of this strata building.

#### BY-LAW 27: OWNERS CORPORATION'S WRITTEN CONSENT FOR A DEVELOPMENT APPLICATION

- 27(1) If an owner of a lot is proposing to develop the lot and if such development includes common property which is external to the boundaries of the lot then the owner must obtain written consent from the owners corporation. The written consent must state that the owners corporation agrees with a development application/s being lodged with the relevant consent authority and other relevant government agencies.
- 27(2) If an owner of a lot is proposing to develop the lot and if such development does not include common property which is external to the boundaries of the lot and the proposed development will not affect the structural integrity of the building then the owner is not required to obtain written consent from the owners corporation regarding the proposed development. This clause is in accordance with the Court of Appeal decision in the matter of Owners Strata Plan No 50411 v Cameron North Sydney Investments Pty Ltd.

ePlan

<b>Approved Form 7</b>	<b>Strata Plan By-Laws</b>	<b>Sheet 12 of 13 Sheet(s)</b>
Registered:  17.11.2017	Office Use Only	Office Use Only <b>SP96602</b>


**BY-LAW 28: CARETAKER AND END OF TRIP FACILITY**

- 28(1) The owners corporation must maintain the condition of the caretaker/end of trip facility located in the basement
- 28(2) The owners and occupiers of Lot 1 to Lot 17 must keep the caretaker/end of trip facility room in a clean and tidy state and take all necessary measures to remove any unpleasant odours.
- 28(3) The owners and occupiers of Lot 1 to Lot 17 must not store any item or good unnecessary to the purpose of the caretaker/end of trip facility located in the basement

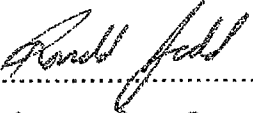
**BY-LAW 29: SMOKE PENETRATION**

- 29(1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property
- 29(2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

ePlan

<b>Approved Form 7</b>	<b>Strata Plan By-Laws</b>	<b>Sheet 13 of 13 Sheet(s)</b>
Registered:  17.11.2017 Office Use Only	Office Use Only <b>SP96602</b>	

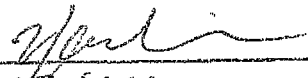
EXECUTED by  
**ELIZABETH STREET SURRY HILLS PTY LIMITED (ACN 601 809 152)**  
In accordance with section 127 of the Corporations Act:

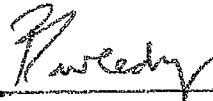
  
.....  
Name Ron Dado  
Authority SOLE DIRECTOR / SECRETARY

.....  
Name.....  
Authority.....

EXECUTED by Mortgagee  
**NATIONAL AUSTRALIA BANK LIMITED (AJ676921)**

SIGNED SEALED AND DELIVERED for and on behalf of NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 by its Attorney who holds the position of Level 2 Attorney under Power of Attorney Registered No 39 Book 4512 in the presence of:

  
.....  
WITNESS  
ZACH COWENANTINON  
PROJECT MANAGER  
THIRD GROUP

  
.....  
ATTORNEY

RACHEL TWEEDY  
Associate Director  
NAB Corporate Property NSW

255 WEDGE ST SYDNEY 2008

343 PACIFIC HWY NTH SYDNEY 2060

<b>Approved Form 7</b>	<b>Strata Plan By-Laws</b>	<b>Sheet 1 of 13 Sheet(s)</b>
Registered:	Office Use Only	Office Use Only

Instrument setting out the details of by-laws to be created upon registration of a strata plan

**481-483 Elizabeth St,  
Surry Hills NSW 2010**

<b>Approved Form 7</b>	<b>Strata Plan By-Laws</b>	<b>Sheet 2 of 13 Sheet(s)</b>
Registered:	Office Use Only	Office Use Only

**BY-LAW 1: NOISE**

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

**BY-LAW 2: VEHICLES**

2 An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

**BY-LAW 3: OBSTRUCTION OF COMMON PROPERTY**

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

**BY-LAW 4: DAMAGE TO PLANTS ON COMMON PROPERTY**

4. An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:
- (a) Damage any garden, tree, shrub, plant or flower being part of or situated on common property.
  - (b) Use for his or her own purposes as a garden any portion of the common property.

<b>Approved Form 7</b>	<b>Strata Plan By-Laws</b>	<b>Sheet 3 of 13 Sheet(s)</b>
Registered:	Office Use Only	: Office Use Only

**BY-LAW 5:            DAMAGE TO COMMON PROPERTY**

5(1) An owner or occupier of a lot must not damage or deface, any structure that forms part of the common property except with the written approval of the owners corporation.

5(2) An approval given by the owners corporation under Sub-clause (1) cannot authorised any additions to the common property.

5(3) This by-law does not prevent an owner or person authorised by an owner from installing:

- (a) Any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot.
- (b) Any screen or other device to prevent entry of animals or insects on the lot.
- (c) Any structure or device to prevent harm to children.
- (d) Any device used to affix decorative items to the internal surfaces of walls in the owner's lot unless the device is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

5(4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

5(5) The owner of a lot must:

- (a) Maintain and keep in a state of good and serviceable repair any installation or structure referred to in Sub-clause (3) that forms part of the common property and that services the lot.
- (b) Repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in Sub-clause (3) that forms part of the common property and that services the lot.



<b>Approved Form 7</b>	<b>Strata Plan By-Laws</b>	<b>Sheet 4 of 13 Sheet(s)</b>
Registered:	Office Use Only	Office Use Only

**BY-LAW 6: BEHAVIOUR OF OWNERS AND OCCUPIERS**

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

**BY-LAW 7: CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING**

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

**BY-LAW 8: BEHAVIOUR OF INVITEES**

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

**BY-LAW 9: DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY**

- 9. An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

**BY-LAW 10: HANGING OUT OF WASHING**

- 10(1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.

<b>Approved Form 7</b>	<b>Strata Plan By-Laws</b>	<b>Sheet 5 of 13 Sheet(s)</b>
Registered:	Office Use Only	Office Use Only

10(2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.

10(3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.

10(4) In this clause:

Washing includes any clothing, towel, bedding or other article of a similar type.

**BY-LAW 11: PRESERVATION OF FIRE SAFETY**

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

**BY-LAW 12: CLEANING WINDOWS AND DOORS**

12(1) Except in the circumstances referred to in Clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

12(2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

**BY-LAW 13: STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS**

13(1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

<b>Approved Form 7</b>	<b>Strata Plan By-Laws</b>	<b>Sheet 6 of 13 Sheet(s)</b>
Registered:	Office Use Only	Office Use Only

13(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle.

**BY-LAW 14: MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY**

14(1) An owner or occupier of a lot must not transport any furniture, large object or deliveries to or from the lot through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.

14(2) An owners corporation may resolve that furniture, large objects or deliveries to and from the lot are to be transported through or on the common property in a specified manner.

14(3) If the owners corporation has specified, by resolution, the manner in which furniture, large objects or deliveries to and from the lot are to be transported, then an owner or occupier of a lot must not transport any furniture, large object or deliveries to and from the lot through or on common property except in accordance with that resolution.

**BY-LAW 15: CHANGES TO FLOOR COVERINGS AND SURFACES**

15(1) An owner or occupier of Lots 1 to 17 must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.

15(2) This by law does not affect any requirement under any law to obtain a consent to, approval for any other authorisation for the changing of the floor covering or surface concerned.

<b>Approved Form 7</b>	<b>Strata Plan By-Laws</b>	<b>Sheet 7 of 13 Sheet(s)</b>
Registered:	Office Use Only	Office Use Only

**BY-LAW 16: FLOOR COVERINGS**

- 16(1) The owners of Lots 1 to 17 must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- 16(2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

**BY-LAW 17: RESIDENTIAL GARBAGE ROOM**

- 17 The owners and occupiers for the time being of Lots 1 to 17 inclusive shall be entitled to the use of the common residential garbage room located in the Basement.
- (a) The owners shall be responsible for the proper operation, maintenance, replacement and keeping in a state of good order and serviceable repair all of the apparatus and equipment in the residential garbage room.
  - (b) All costs associated related to the matters described in Sub-clause (a) will be shared between the owners of Lots 1 to 17 in accordance with their respective unit entitlements.
  - (c) Recyclable materials or waste shall be separated and prepared in accordance with the applicable recycling guidelines and placed in the appropriate receptacles provided in the garbage room.
  - (d) The owners and occupiers must promptly remove anything which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
  - (e) All costs associated with services in the residential garbage room, such as water and electricity as well as the disposal of refuse, will be shared between the owners of Lots 1 to 17 in accordance with their respective unit entitlements.

<b>Approved Form 7</b>	<b>Strata Plan By-Laws</b>	<b>Sheet 8 of 13 Sheet(s)</b>
Registered:	Office Use Only	Office Use Only

- (f) The owners corporation shall provide the necessary management services in order to ensure that the terms and conditions of this by-law are fulfilled.

**BY-LAW 18: KEEPING OF ANIMALS**

18(1) An owner or occupier of a residential lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or fish kept in a secure aquarium on the lot) on the lot or the common property.

18(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a residential lot or the common property.

18(3) If an owner or occupier of a residential lot keeps a cat, small dog or a small caged bird on the lot then the owner or occupier must;

- (a) Notify the owners corporation that the animal is being kept on the lot.
- (b) Keep the animal within the lot.
- (c) Carry the animal when it is on the common property.
- (d) Take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

**BY-LAW 19: APPEARANCE OF LOT**

19(1) The owner or occupier of a lot must not, except with the prior written 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

19(2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in By-law 10.

<b>Approved Form 7</b>	<b>Strata Plan By-Laws</b>	<b>Sheet 9 of 13 Sheet(s)</b>
Registered:	Office Use Only	Office Use Only

**BY-LAW 20: CHANGE IN USE OF LOT TO BE NOTIFIED**

20(1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot or results in the lot being used for commercial or industrial purposes rather than residential purposes).

**BY-LAW 21: PREVENTION OF HAZARDS**

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

**BY-LAW 22: PROVISION OF AMENITIES OR SERVICES**

22(1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of the lots:

1. Security services
2. Promotional services
3. Advertising
4. Domestic services
5. Telecommunication services (for example, cable television)
6. Garbage disposal and recycling services
7. Electricity, water or gas supply

22(2) If the owners corporation makes a resolution referred to in Sub-clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

<b>Approved Form 7</b>	<b>Strata Plan By-Laws</b>	<b>Sheet 10 of 13 Sheet(s)</b>
Registered:	Office Use Only	Office Use Only

**BY-LAW 23: COMPLIANCE WITH PLANNING AND OTHER REQUIREMENTS**

- 23(1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited.
- 23(2) 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.

**BY-LAW 24: SERVICE OF DOCUMENTS ON OWNER OF LOT BY OWNERS CORPORATION**

24. A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address.

**BY-LAW 25: COMMON AREAS AND FACILITIES**

25. The owners and occupiers for the time of Lots 1 to 17 inclusive shall be entitled to the exclusive use and enjoyment of the communal open space on the roof top terrace area on level 6 and such exclusive use and enjoyment is granted on the following terms and conditions:
- a. Such proprietors shall be responsible for the proper operation, maintenance, replacement and keeping in a state of good order and serviceable repair of the communal open space areas and any of its amenities, furniture and utilities such as electricity and water installations.
  - b. All costs associated related to the matters described in Sub-clause (a) will be shared between the owners of Lots 1 to 17 in accordance with their respective unit entitlements.
  - c. Amplified sound must not be provided or used in the communal open space areas at any time

<b>Approved Form 7</b>	<b>Strata Plan By-Laws</b>	<b>Sheet 11 of 13 Sheet(s)</b>
Registered:	Office Use Only	Office Use Only

- d. The communal open space areas may only be used between the hours of 8:00am and 10:00pm or other hours nominated by the Strata Committee.
- e. The use of the common courtyard is subject to the control and direction of the strata Committee.
- f. Every person who uses the common courtyard must abide by By-Laws 3, 4, 5, 6, 7, 8 and 9 at all times
- g. The owners corporation will provide the necessary management services in order to ensure that the terms and conditions of this by-law are fulfilled

**BY-LAW 26: MAINTENANCE OF THE BUILDING COMMON PROPERTY MEMORANDUM**

26. The Common Property Memorandum prescribed in accordance with Clause 26 and 27 of the Strata Schemes Management Regulation 2016 has been adopted for the maintenance of this strata building.

**BY-LAW 27: OWNERS CORPORATION'S WRITTEN CONSENT FOR A DEVELOPMENT APPLICATION**

27(1) If an owner of a lot is proposing to develop the lot and if such development includes common property which is external to the boundaries of the lot then the owner must obtain written consent from the owners corporation. The written consent must state that the owners corporation agrees with a development application/s being lodged with the relevant consent authority and other relevant government agencies.

27(2) If an owner of a lot is proposing to develop the lot and if such development does not include common property which is external to the boundaries of the lot and the proposed development will not affect the structural integrity of the building then the owner is not required to obtain written consent from the owners corporation regarding the proposed development. This clause is in accordance with the Court of Appeal decision in the matter of Owners Strata Plan No 50411 v Cameron North Sydney Investments Pty Ltd.



<b>Approved Form 7</b>	<b>Strata Plan By-Laws</b>	<b>Sheet 12 of 13 Sheet(s)</b>
Registered:	Office Use Only	Office Use Only

**BY-LAW 28: CARETAKER AND END OF TRIP FACILITY**

- 28(1) The owners corporation must maintain the condition of the caretaker/end of trip facility located in the basement
- 28(2) The owners and occupiers of Lot 1 to Lot 17 must keep the caretaker/end of trip facility room in a clean and tidy state and take all necessary measures to remove any unpleasant odours.
- 28(3) The owners and occupiers of Lot 1 to Lot 17 must not store any item or good unnecessary to the purpose of the caretaker/end of trip facility located in the basement

**BY-LAW 29: SMOKE PENETRATION**

- 29(1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property
- 29(2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

<b>Approved Form 7</b>	<b>Strata Plan By-Laws</b>	<b>Sheet 13 of 13 Sheet(s)</b>
Registered:	Office Use Only	Office Use Only

EXECUTED by  
**ELIZABETH STREET SURRY HILLS PTY LIMITED (ACN 601 809 152)**  
 In accordance with section 127 of the Corporations Act:

..... Name..... <u>RON DADD</u>	..... Name.....
Authority..... <u>DIRECTOR</u>	Authority.....

EXECUTED by Mortgagee  
**NATIONAL AUSTRALIA BANK LIMITED (AJ676921)**

SIGNED SEALED AND DELIVERED for and on behalf of NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 by its Attorney who holds the position of Level 2 Attorney under Power of Attorney Registered No 39 Book 4512 in the presence of:

Zach Constantinou  
 WITNESS

ZACH CONSTANTINOU  
 PROJECT MANAGER  
 THIRD GROUP

343 PACIFIC HWY NTH SYDNEY 2060

Rachel Tweedy  
 ATTORNEY

RACHEL TWEEDY  
 Associate Director  
 NAB Corporate Property NSW

255 GEORGE ST SYDNEY 2000