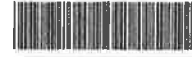


BOX 1W
(SP93907)



NEW SOUTH WALES
CERTIFICATE OF TITLE
REAL PROPERTY ACT, 1900



TORRENS TITLE REFERENCE	
CP/SP93907	
EDITION	DATE OF ISSUE
1	26/10/2016
CERTIFICATE AUTHENTICATION CODE	
NNFH-HR-N35C	

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

REGISTRAR GENERAL



ANY ATTEMPT TO ALTER THIS CERTIFICATE COULD RESULT IN HEAVY FINES OR IMPRISONMENT UNDER REAL PROPERTY ACT.

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 93907
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT TAMARAMA.
LOCAL GOVERNMENT AREA: WAVERLEY.
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND
TITLE DIAGRAM: SP93907

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 93907
ADDRESS FOR SERVICE OF NOTICES:
49-51 FLETCHER STREET, TAMARAMA, NSW, 2026

SECOND SCHEDULE

- RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- DP318135 RIGHT OF WAY AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 93907

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 896	2	- 920	3	- 804	4	- 944
5	- 850	6	- 977	7	- 896	8	- 1062
9	- 1236	10	- 1415				

**** END OF CERTIFICATE ****

Certificate of Title

Certificate of Title



SP93907 D

By-Laws

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

1. Rules

- 1.1 The executive committee may from time to time make, add to or change rules about the operation, use, enjoyment, management, control and security of the building. Rules must comply with and be consistent with the by-laws and the Act.
- 1.2 An owner or occupier or invitee of the owner or occupier must comply with the rules.
- 1.3 If a rule is inconsistent with a by-law or the Act, the by-law or the Act shall prevail to the extent of inconsistency.

2. Noise

An owner or occupier 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.

3. Vehicles

- 3.1 An owner or occupier must not park or stand any motor or other vehicle on the common property or allow any invitee of the owner or occupier to park or stand any motor or other vehicle on the common property except with the prior written approval of the owners corporation.

4. Obstruction of common property

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

5. Damage to lawns and plants on common property

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

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

6. Damage to common property

- 6.1 An owner or occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- 6.2 An approval given by the owners corporation under by-law 6.1 cannot authorise any additions to the common property.
- 6.3 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, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or

- (c) any structure or device to prevent harm to children

provided that such device, screen or structure complies with the Fire Safety Standards of Australia.

- 6.4 Any locking or safety device, screen, other device or structure referred to in by-law 6.3 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.

- 6.5 Despite section 62 of the Act, the owner must:

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 6.3 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 by-law 6.3 that forms part of the common property and that services the lot;

- 6.6 If an owner installs or causes to be installed any lock, safety device, screen, other device or structure which does not comply with the Fire Safety Standards of Australia or is not in keeping with the appearance with the building in accordance with by-law 6.4;

(a) the owner must remove the offending device, screen or structure; and

(b) in the event that the owner does not remove any offending device, screen or structure and the owners corporation elects to do so on behalf of the owner, the owner must pay the owners corporation for the reasonable costs of removing such device, screen or structure and repairing any damage to the common property, such to be a debt payable by the owner to the owners corporation on demand.

7. Behaviour of owners and occupiers

An owner or occupier 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 an owner or occupier of another lot or to any person lawfully using common property.

8. Children playing on common property in building

An owner or occupier must not permit any child of whom the owner or occupier has control to play on or obstruct 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, pond, car parking area or other area of possible danger or hazard to children.

9. Behaviour of invitees

An owner or occupier 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 an owner or occupier of another lot or any person lawfully using common property.

10. Depositing rubbish and other material on common property

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

11. Drying of laundry items

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An owner or occupier must not, except with the prior written approval of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the lot or common property in such a way as to be visible from outside the building.

12. Cleaning windows and doors

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

- (a) the owners corporation resolves that it will keep the glass or specified part of the glass clean, or
- (b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

13. Storage of inflammable liquids and other substances and materials

13.1 An owner or occupier 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, any explosive, corrosive agent or compound or toxic substance 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 or internal combustion engine.

14. Moving furniture and other objects on or through common property

14.1 An owner or occupier must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive 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 or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner and may impose appropriate conditions on such activity.

14.3 An owner or occupier must pay the owners corporation for any reasonable expense of rectifying damage to the common property occurring as a result of the owner or occupier transporting furniture or large objects through the common property.

15. Building works

An owner or occupier must pay the owners corporation for any reasonable expense of rectifying damage to the common property occurring as a result of or in the course of building works undertaken by or on behalf of the owner or occupier or the passage of building materials, tradesmen, tools and debris through the common property for the purposes of or as a result of those works.

16. Floor coverings

16.1 An owner 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 an owner or occupier of another lot.

16.2 The owners corporation is empowered to determine a set of guidelines to allow owners to undertake flooring works which may include the inclusion of special privilege clauses to enable owners to install tiles and floating timber floor provided the tiles and floating timber floors are the responsibility of the owners.

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16.3 If an owner wishes to undertake works to install timber flooring, stone, tiling or the like then the owner must provide an acoustic report following the installation of the timber flooring, stone, tiling or the like.

16.4 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom or other area tiled or covered by timber flooring, stone or tiling at the time of registration of the strata plan creating this strata scheme.

17. Garbage disposal

An owner or occupier must:

- (a) dispose of recyclable waste by placing it in an appropriate container in the garbage room,
- (b) ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
- (c) promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

18. Keeping of animals

18.1 Subject to section 49(4) of the Act, an owner or occupier may have:

- (a) up to two (2) animals (cats and dogs) which are under 10 kg each; and
- (b) a caged bird

(Approved Animal) on the lot or the common property.

18.2 If an owner or occupier keeps an Approved Animal on the lot then the owner or occupier must:

- (a) notify the owners corporation that the Approved Animal is being kept on the lot, and
- (b) keep the Approved Animal within the lot, and
- (c) carry the Approved Animal when it is on the common property, and
- (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the Approved Animal, and
- (e) ensure that the Approved Animal does not cause unreasonable interference (including in relation to the generation of noise) with the owner or occupier of another lot.

19. Appearance of lot

19.1 An owner or occupier must not, without the prior written approval of the owners corporation, affix anything to the exterior of the building or the lot or 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. This prohibition includes without limitation the display of "For sale" or "For lease" sign or other form of advertising or notice and any satellite dish or antenna.

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 11.

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20. Change in use of lot to be notified

An owner or occupier must notify the owners corporation if the owner or occupier changes the existing use of the lot in a way that may affect the insurance premiums for this 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). The owner or occupier is only permitted to use the lot for a purpose permitted by law.

21. Provision of amenities or services

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

- (a) window cleaning,
- (b) garbage disposal and recycling services,
- (c) electricity, water or gas supply,
- (d) telecommunication services (for example, intercom and cable television),
- (e) fire safety inspections,
- (f) landscaping and gardening,
- (g) general cleaning,
- (h) security services.

21.2 If the owners corporation makes a resolution referred to in by-law 21.1 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.

22. Window coverings

Any blind or covering in doors which face public or common areas and all windows must have a backing of white, off white that may be approved in writing by the owners corporation from time to time.

23. Air conditioning exclusively servicing a lot

23.1 An owner of a lot is owner of the air conditioning unit including any plant, fans, pumps, pipes, wires, cables, ducts that exclusively services the lot (referred to in this by-laws as "air conditioning unit") and has the exclusive right to use the area of the common property, if any, where the air conditioning unit is located.

23.2 An owner of a lot is responsible for the ongoing repair and maintenance of the air conditioning unit that exclusively services the lot and shall ensure that it is maintained to avoid damage to the common property and any other lot should the air conditioning unit fail.

23.3 In the event that an owner of a lot fails to maintain the air conditioning unit that exclusively services the lot in accordance with this by-law, the owners corporation may, but is under no obligation so to do, undertake any works necessary to maintain the air conditioning unit to be in keeping with this by-law. The costs of the owners corporation in undertaking such works will be a debt payable by the owner to the owners corporation on demand.

24. Air conditioning not exclusively servicing a lot

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24.1 The owners corporation must operate, maintain, repair and replace the air conditioning including gany plant, fans, pumps, pipes, wires, cables and/or ducts servicing the building ("Common Air Conditioning")

24.2 The owners corporation may enter into agreements with third party providers in relation to the operation, maintenance, repair and replacement of any Common Air Conditioning.

24.3 If the owners corporation requires access to a lot to operate, maintain, repair or replace the Common Air Conditioning, the owner or occupier of a lot must give the owners corporation reasonable access to the lot to maintain, repair or replace the connections to the Common Air Conditioning.

25. Hot water system

25.1 The owners corporation must operate, maintain, repair and replace the hot water system for the building.

25.2 The owners corporation may enter into agreements with third party providers in relation to the operation, maintenance, repair and replacement of any hot water system.

25.3 The owner of each lot has a right to use the hot water system.

25.4 The owner or occupier of a lot must give the owners corporation reasonable access to the lot to maintain, repair or replace the connections to the hot water system.

26. Gas service

26.1 The owners corporation must operate, maintain, repair and replace the system for the reticulation of natural or other forms of combustible gas to the lots.

26.2 The owners corporation may enter into agreements with third party providers in relation to the operation, maintenance, repair and replacement of any gas system.

26.3 The owner of each lot has a right to use the gas system.

26.4 The owner or occupier of a lot must give the owners corporation reasonable access to the lot to maintain, repair or replace the connections to the gas system.

27. Structural support in the building

27.1 An owner or occupier, other than the original owner when it has ownership, must not carry out any alteration to any part of the building which renders structural support to any other part of the building without first submitting copies of all relevant plans and approvals to the owners corporation and obtaining the prior written approval of the owners corporation to the proposed alteration.

27.2 The consent of all relevant authorities required by law must be obtained for the alteration and any works approved by the owners corporation must be carried out in accordance with the conditions imposed by the authorities and the owners corporation.

28. Access to meters

28.1 Where any meter is located within a lot, the owner or occupier must, on reasonable notice, give access to authorised persons to allow the inspection, reading or servicing of the meter.

28.2 An owner or occupier is entitled to require the presence of an authorised representative of the owners corporation before granting such access.

29. Restricting access to common property

In addition to its powers under the Act, the owners corporation has the power to:

- (a) close off or restrict access to parts of the common property that do not give access to a lot if such closure or restriction is necessary or desirable to maintain the safety, security and designed function of those parts of the common property; or
- (b) restrict by security key an owner or occupier's access to levels in the building where the owner or occupier does not own or occupy a lot or have rights to use any part of the common property.

30. Security keys/tags

30.1 The security keys/tags provided by the owners corporation to the owner or occupier for access to the entrances of the building and car park remain the property of the owners corporation.

30.2 The owners corporation has the power to recode the security keys/tags from time to time and require an owner or occupier to return the security keys/tags issued to the owner or occupier to be re-coded.

30.3 The owners corporation may charge an owner or occupier a fee or bond for the supply of extra or replacement security keys/tags.

30.4 In addition to its powers under the Act, the owners corporation may enter into agreements with third party providers to exercise for a fee its functions under its by-law, in particular to manage the security key/tag system and provide keys/tags to owners and occupiers.

30.5 An owner or occupier must:

- (a) return security keys/tags to the owners corporation if an owner or occupier does not need them or if the owner or occupier is no longer an owner or occupier in the building;
- (b) notify the owners corporation immediately if an owner or occupier loses a security key/tag.

30.6 An owner or occupier must not:

- (a) copy a security key/tag;
- (b) give a security key/tag to someone who is not an owner or occupier.

31. Cleaning of lot and rangehood

An owner or occupier of a lot must maintain the lot in a clean and tidy condition and free of vermin and must clean the filters of any rangehood installed in the lot every three months.

32. Products used in strata scheme

The owners and occupiers acknowledge that natural products have been installed in the building and the landscaped areas and that these natural products have characteristics that may lead to uneven wear, minor distortion, staining and discolouration and will not make any objection in relation to these matters.

33. Smoking

An owner or occupier of a lot must not smoke any cigarette, cigar or any other thing on the common property.

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34. Car Space Enclosures

- 34.1 An owner may with the prior written consent of the owners corporation, and upon the owner obtaining all other relevant consent including any consents required by council, enclose such owner's carspace and for this purpose, pass wiring, cabling and conduits through the common area, using materials and in a manner approved by the owners corporation and upon such conditions as determined by the owners corporation.
- 34.2 An owner must attend to such enclosure and any approved associated works necessary at his own cost and must maintain and ensure compliance of such items at all times, including but not limited to any approved structures, wiring, cabling, and conduits.

35. Allocation of debt to owners

- 35.1 If the owners or occupiers or anyone claiming through under or acting on behalf of or instruction from the owners or occupiers does not comply with these by-laws, the Act or any directions given by the owners corporation from time to time, the owners corporation may recover costs incurred by the owners corporation in relation to Claim made incurred or suffered or may be incurred or suffered by the owners corporation. The owners corporation is permitted to charge interest on any costs in accordance with the Act and any payment made by the owners will be allocated to the oldest amount that is outstanding.

36. Definitions

In these by-laws:

Act means *Strata Schemes Management Act 1996 (NSW)* as amended from time to time.

building means the building containing the lots and common property the subject of the strata scheme.

claim means any claim, losses, Costs, charges, allegation, suit, action, demand, cause of action or proceeding of any kind made under or in connection with these by-laws, the property, the common property whether or not it arises at law or in any other way.

common property means:

- (a) so much of the building and land the subject of the strata scheme as from time to time is not comprised in any lot; and
- (b) the property of the owners corporation.

costs include:

- (a) costs, charges and expenses, including those incurred in connection with advisers, experts and consultants (including legal costs calculated on a solicitor and own client basis);

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- (b) damages, losses, injury (whether actual or contingent) suffered or incurred by a party; and
- (c) any fines, penalties, interest or similar item imposed by any legislation.

executive committee means the executive committee of the owners corporation constituted in accordance with the Act.

lot means a lot in the strata scheme.

occupier means the person in lawful occupation of the lot.

owner means the registered proprietor or mortgagee in possession of the lot.

owners corporation means the owners corporation created in accordance with the Act.

strata plan means the strata plan creating the lots and the common property.

strata scheme means the strata scheme created on registration of the strata plan accompanying these by-laws.

Any words or expressions used in these by-laws which are not defined in this by-law shall have the same meaning as they are defined in the Act as if those definitions in the Act are set out in full in these by-laws.

Signed, sealed and delivered by **Hilda Chiming Cheong** in the presence of:



 Signature of witness



 Signature of **Hilda Chiming Cheong**

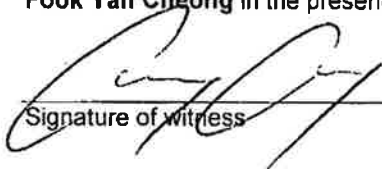
ASHLEY CHEONG

 Full name of witness (print)

125/8 Quay St. Sydney

 Address of witness (print)

Signed, sealed and delivered by **Joseph Fook Yan Cheong** in the presence of:



 Signature of witness



 Signature of **Joseph Fook Yan Cheong**

ASHLEY CHEONG

 Full name of witness (print)

125/8 Quay St. Sydney

 Address of witness (print)

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Signed, sealed and delivered for and on behalf of
ACN
by its attorney under power of attorney registered book number, in the presence of:

Julia Homer
Signature of witness

Julia Homer

Full name of witness (print)
**229 ELIZABETH STREET
BRISBANE QLD 4000**

Address of witness (print)

Bank of Queensland Limited ABN 32 009 656 740 as
Registered Mortgagee under mortgage AG 274293 & A5 285876
consent to BY - LAWS
By its Attorney
DANIEL FRANCIS DUNNE
~~Manager~~ ~~Team Leader~~ ~~Senior Officer~~
Hewlett-Packard Australia Pty Ltd ACN 004 394 763
Under Power of Attorney
Registered Book 4625 No. 244
And declare that I have no notice or revocation of the said Power of Attorney

[Signature]
Signature of attorney

By executing this deed the attorney states that the attorney has not received notice of revocation of the power of attorney at the date of executing this deed.

REGISTERED  26.10.2016