

Monday, 18 July, 2016

The Owner/Resident
SP – 87638
"DNA"
5 Pyrmont Bridge Road
Camperdown, NSW 2050

RECEIVED
25 JUL 2016

BY:

**REGISTRATION OF NEW BY-LAWS
SP – 87368, DNA, 5 PYRMONT BRIDGE ROAD, CAMPERDOWN**

Dear Owner/Resident,

We write to you as the Strata Managers of the above mentioned strata plan to inform you of the newly registered Special By-laws recently passed at the Annual General Meeting earlier this year.

Please find attached the newly registered By-laws for "DNA", namely:

- Special By-law 1 – Parking
- Special By-law 2 – Works to Common Property (Parking Bollards)
- Special By-law 3 – Nuisance: Smoking & Odours
- Special By-law 4 – Short Term Tenancy

We thank you for your cooperation and compliance with the newly registered By-laws.

We wish to preserve and maintain the scheme residents have moved into. Complying with the newly registered, as well as all By-laws will go a long way to making the scheme an enjoyable place to live for you and all Owners and Occupiers.

Should you have any questions or queries regarding the above, please do not hesitate to contact me on either (02) 8203 3111 or peter@changestrata.com.au.

Yours Faithfully,
CHANGE STRATA MANAGEMENT



peter domazetovski
senior portfolio manager
cc. the property manager



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

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

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

(A) TORRENS TITLE	For the common property CP/SP 87368	
(B) LODGED BY	Document Collection Box 495R	Name, Address or DX, Telephone, and Customer Account Number if any LLPN: 123354Y BY-LAW EXPRESS PO BOX 235, KINGSGROVE, NSW 2208 PHONE: 9252 0107 Reference: _____
	CODE CB	

- (C) The Owners-Strata Plan No. 87368 certify that pursuant to a resolution passed on 30 March 2016 and
(D) in accordance with the provisions of Section 47 & 52 of the Strata Schemes Management Act 1996 the by-laws are changed as follows—
(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-laws 1, 2, 3 & 4
Amended by-law No. NOT APPLICABLE
as fully set out below:

(See Annexure hereto)



(F) The common seal of the Owners-Strata Plan No. 87368 was affixed on 16/6/16 in the presence of—
Signature(s): *m. dom.*
Name(s): MITE DOMAZETONSKI

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

STRATA SCHEME 87368
ANNEXURE TO NOTIFICATION OF BY-LAWS

SPECIAL BY-LAW 1 - Parking

Definitions

1.1 In this By-law, the following terms are defined to mean:

- (a) "Act" means the *Strata Schemes Management Act, 1996*.
- (b) "Administration Fee" means the sum of \$200.00 per day or part thereof or of such other amount as determined or incurred pursuant to this By-law by the Executive Committee of the Owners Corporation from time to time.
- (c) "Common Property" means the common property in the Strata Scheme.
- (d) "Lot" means each and every lot in the Strata Scheme.
- (e) "Occupier" includes any lessee, licensee or tenant of a Lot.
- (f) "Owner" means the respective owner of a Lot.
- (g) "Owners Corporation" means The Owners – Strata Plan No. 87368.
- (h) "Strata Scheme" means the strata schemes relating to Strata Plan No. 87368 located at 5 Pymont Bridge Road, Camperdown.
- (i) "Vehicle" means any description of a vehicle on wheels.
- (j) "Visitor" includes an invitee, contractor or serviceman.

1.2 Words importing:

- (a) The singular include the plural and vice versa; and
- (b) A gender includes any gender.

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Names: MITE DOMAZETOVSKI

Signatures: M. dom.

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



1.3 Words defined in the Act have the meaning given to them in the Act.

Prohibitions

- 1.4 No Vehicles in the charge of a trespasser may be upon or remain stationary on Common Property or on a Lot.
- 1.5 No Vehicle may remain stationary on Common Property (excluding a visitors vehicle parking space, a vehicle washing space, a service vehicle space or an emergency vehicle space) except with the written approval of the Owners Corporation.
- 1.6 No Vehicle may remain stationary on a Lot except with the approval of the Owner or Occupier of the Lot.
- 1.7 No Vehicle may remain stationary on a visitor vehicle space for a period in excess of 24 hours.
- 1.8 No Vehicle in the charge of an Owner or Occupier may remain stationary on:
 - (a) A visitors vehicle space, a service vehicle space or an emergency vehicle space; or
 - (b) A vehicle wash space for the purpose of washing the vehicle or for a period in excess of one hour.
- 1.9 No Vehicle may remain on a service vehicle space except a Vehicle in the charge of a person who, at that time, is providing a service to the Owners Corporation or to a Lot owner or Occupier.
- 1.10 No Vehicle may remain stationary on an emergency vehicle space except an emergency vehicle in the charge of a provider of emergency services.

Contravention

- 1.11 In the event that a Vehicle is stationary:
 - (a) On Common Property; or
 - (b) On a Lot,

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In contravention of this By-law, then the Owners Corporation (in the respect of Common Property) or the Owner or Occupier of the Lot or the Owners Corporation at the request of the Owner or Occupier (in respect of a lot) may:

- (c) Immobilise the Vehicle by means of wheel clamps or by means of any other device;
- (d) Detain the Vehicle:
 - (i) By means of wheel clamps or any other device;
 - (ii) By towing the vehicle to an available and unrestricted vehicle space whether internally or externally to the Strata Scheme;
- (e) impose on the person in charge of the Vehicle an Administration Fee for the release of the Vehicle;
- (f) place on any Vehicle parked in contravention with this By-law, a sticker which indicates to the person in charge of the Vehicle that the Administration Fee has been imposed; and
- (g) Recover the Administration Fee as a debt from the person in charge of the Vehicle, if such fee is not paid prior to the expiration of one month after the date upon which the contravention commenced, and the expenses of the Owners Corporation incurred in recovering the Administration Fee.

Liability

- 1.12 Any person who brings a motor vehicle onto a Lot or Common Property acknowledges that he does so at his own risk.
- 1.13 The Owners Corporation shall not be liable for any damage which may occur to any vehicle which is stationary in contravention of this By-law or any fine which may be imposed in relation to any Vehicle which is removed from the Strata Scheme pursuant to this By-law.

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Obligation

- 1.14 Each Owner and Occupier must give to the Owners Corporation details of the registration number and person in charge of any Vehicle that is driven from time to time on the Common Property by such Owner or Occupier or with his permission.
- 1.15 The Owners Corporation may maintain a register of the information provided to it pursuant to Clause 1.14 for the purpose of administrating this By-law and may supply that information to any person who, to it, appears to have a proper interest in obtaining that information.
- 1.16 An Owner has a duty to inform any Occupier of or Visitor to the Owner's Lot that the terms of this By-law are in force.
- 1.17 An Occupier has a duty to inform any invitee to the Occupier's Lot that the terms of this By-law are in force.

Agreement & Consent

- 1.18 Each person in charge of any Vehicle entering onto Common Property or a Lot agrees with the Owners Corporation and each Owner and Occupier of the relevant Lot that each such person:
 - (a) Consents to the Owners Corporation or the relevant Lot Owner immobilising the Vehicle in the event that it is stationary in contravention of this By-law;
 - (b) Consents to the Owners Corporation and the relevant Lot Owner detaining that Vehicle by means of wheel clamps or by means of any other device in the event that it is stationary in contravention of this By-law;
 - (c) Agrees that he will pay, on demand, the Administration Fee for the release of the Vehicle; and
 - (d) Warrants that he is entitled to give the consents and to enter into the agreements contained herein.

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Names: MITE DOMAZETOVSKI

Signatures: m-dom

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



- 1.19 each person who drives a Vehicle onto the Common Property or a Lot, or is in charge of a Vehicle which is stationary on the Common Property or a Lot, acknowledges that there is an agreement or arrangement in force pursuant to this By-law between such person and the Owners Corporation and all Lot Owners and Occupiers that the Owners Corporation and each relevant Lot Owner and Occupier is entitled to immobilise any Vehicle which is stationary in contravention of this By-law and to detain each such Vehicle until such time as the Administration Fee provided by this Bylaw is paid to the Owners Corporation.
- 1.20 The consents and agreements contained in this By-law are intended to have operation under sections 651B and 651C of the *Local Government Act 1993*.

Rights

- 1.21 The Owners Corporation shall have the right to erect signs on the common property for the purpose of regulating parking within the Strata Scheme and of informing Owners, Occupiers, Visitors and trespassers that this By-law or consent under section 651B and an agreement pursuant to section 651C of the *Local Government Act 1993* are in force.

Proof

- 1.22 It shall be the obligation of a persona asserting that he has an approval referred to in this By-law to prove that such approval exists and, in the absence of such proof, such approval is deemed not to exist.
- 1.23 It shall be the obligation of a person asserting that he is not a trespasser to prove the authority by which he or any Vehicle in his charge is on the Common Property or a Lot and in the absence of such proof, the person and the Vehicle concerned is deemed to be a trespasser on the Common Property or the Lot as the case may be.
- 1.24 An Owner or Occupier does not have the power to grant permission to bring a Vehicle onto any Lot (other than a Lot of which he is Owner or Occupier) or onto Common Property (except a bona fide Visitor in respect of a visitors vehicle space, a bona fide serviceman in respect of a service vehicle space, or a bona emergency vehicle operator in respect of an emergency vehicle space).

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Authority to Delegate & to Enter into Agreements

1.25 The Owners Corporation shall have the power or function to delegate its authority to administer this By-law and to enter into agreements for the administration of this By-law.

SPECIAL BY-LAW 2 - Works to Common Property

A by-law to make provision for the conduct of certain works by the owner(s) of the Lot and to provide for exclusive use and special privilege in respect of certain common property in that regard.

1 Grant of Rights

1.1 Works

Subject to the Conditions an Owner may carry out the Works.

1.2 Exclusive use

Subject to the Conditions the Owner has exclusive use of the Exclusive Use Area.

1.3 Functions of the owners corporation

Without limiting its other functions, the Owners Corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it by this By-Law.

2 Conditions

2.1 Approvals and certifications

The Owner must obtain all necessary Approvals and ensure that all necessary Approvals are obtained in relation to the conduct of the Works and the use of the Exclusive Use Area.

2.2 Insurance

The Owner must effect and maintain the Insurance (or ensure the same is effected and maintained).

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Signatures: M. DOM.

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2.3 Costs

The Owner must:

- (a) bear the costs of undertaking the Works and any Rectification Works or Reinstatement Works; and
- (b) bear the costs of meeting the Owner's obligations under clause 2.6 of this By-Law.

2.4 General conditions in relation to the Works

The Works must:

- (a) be carried out in accordance with and comply with any applicable law or Approval and the provisions of the Scope of Works;
- (b) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;
- (c) comply with the Building Code of Australia;
- (d) be fit for their purpose;
- (e) only be carried out using materials belonging to the Owner and not subject to any charge, lien, security interest or similar;
- (f) be carried out with due diligence and expedition and within a reasonable time;
- (g) cause a minimum of disruption to the use of the Property and a minimum of damage to the Property;
- (h) in any event, not occasion the occupation or use of open space areas of Common Property except as otherwise specifically approved in writing by the Owners Corporation;
- (i) except as otherwise approved by the Owners Corporation, be carried out only between the hours of 7:30am and 5:30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales) or between 8:30 am and Midday on a Saturday;
- (j) to the extent the Works are connected to any electrical, gas, water or other services, be connected only to such services that are separately metered to the Lot;
- (k) not cause damage the Property or any part of the Property otherwise than authorised under this By-Law;

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- (l) not affect the structure or support of the Property; and
- (m) not cause or amount to a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the Property by other owners or occupiers of lots.

2.5 Cleanliness, protection and rectification

The Owner must:

- (a) ensure the Property is adequately protected from damage that may be caused by the Works;
- (b) ensure any part of the Property affected by the Works is kept clean and tidy and is left clean and tidy on completion of the Works; and
- (c) put effect to and complete the Rectification Works subject to and in accordance with the Conditions as if those Rectification Works were also Works the subject of this By-Law.

2.6 Ongoing maintenance

The Owner:

- (a) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area;
- (b) must put effect to the Maintenance Works subject to and in accordance with the Conditions as if those Maintenance Works were also Works the subject of this By-Law;
- (c) must ensure that the Works and the Exclusive Use Area are used in accordance with and continue to comply with the requirements of this By-Law including any applicable law or Approval; and
- (d) must on the reasonable request of the Owners Corporation put effect to and complete the Relocation Works to allow the Owners Corporation to effect maintenance or repairs to the Common Property and do so subject to and in accordance with the Conditions as if those Relocation Works were also Works the subject of this By-Law.

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2.7 Indemnity

The Owner will indemnify the Owners Corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the Owners Corporation in connection with the Works or their use (or the use of the Exclusive Use Area), except to the extent that such damage, costs, loss, claim, demand suit or liability is caused by the negligence of the Owners Corporation (except such negligence giving rise to Occupier's Liability).

2.8 Default

If the Owner fails to comply with any obligation under this By-Law the Owners Corporation may carry out that obligation and recover the cost of so doing from the Owner.

2.9 Time

Where no time is specified for compliance with an obligation of the Owner under this By-Law, the Owner must comply with that obligation in a reasonable time.

2.10 Ownership of the works

To the extent that the Works:

- (a) occupy volumetric space forming part of the Lot, they remain the property of the Owner; and
- (b) occupy volumetric space forming part of the Common Property, they form part of the Common Property.

3 Works

3.1 Definition of Works

"Works" means building works and related products and services to be done and supplied in relation to the Lot and related Common Property as set out in the Scope of Works.

3.2 Definition of Rectification Works

"Rectification Works" means the building works and related products and services required to be done and supplied in connection with the rectification or reinstatement of any damage to the Property caused by the Works and any previous Rectification Works (except damage authorised by this By-Law).

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3.3 Definition of Relocation Works

“Relocation Works” means the building works and related products and services required to be done and supplied in connection with the removal, relocation and reinstatement of the Works to allow the Owners Corporation to effect maintenance or repairs to the Common Property.

3.4 Definition of Maintenance Works

“Maintenance Works” means the building works and related products and services required to be done and supplied in connection with the keeping of the Works (and any previous Maintenance Works or Rectification Works) in a state of good and serviceable repair and the renewal and replacement of any fixtures or fittings comprised in those works.

3.5 Reference to works includes certain other matters

In this clause 3 a reference to building works and related products and services includes a reference to:

- (a) ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of those works, and the supply of those products and services; and
- (b) as the context may require, a reference to the result of those works and related products and services being done and supplied.

4 Definitions and Interpretation

4.1 Interpretation

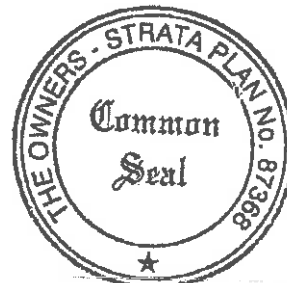
In this By-Law, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a document, includes any amendment, replacement or novation of it;
- (c) all references to dollars, \$, cost, value and price are to Australian currency;
- (d) a reference to the Owner includes a reference to their executors, administrators, successors or permitted assigns;
- (e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;

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- (f) any reference to legislation includes any amending or replacing legislation;
- (g) any reference to legislation includes any subordinate legislation or other instrument created thereunder; and
- (h) a term defined in the Strata Schemes Management Act 1996 or Strata Schemes (Freehold Development) Act 1973 will have the same meaning.

4.2 Conflict

- (a) To the extent that any term of this By-Law is inconsistent with the Strata Schemes Management Act 1996 or any other Act or law it is to be severed and this By-Law will be read and be enforceable as if so consistent.
- (b) To the extent that this By-Law is inconsistent with any other by-law of the Strata Scheme the provisions of this By-Law prevail to the extent of that inconsistency.

4.3 Application of the Civil Liability Act 2002

- (a) The Owner acknowledges and agrees that:
 - (i) this By-Law makes express provision for their rights, obligations and liabilities under this By-Law with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and
 - (ii) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.
- (b) Any provision of this By-Law that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

4.4 Definitions

In this By-Law, unless the context otherwise requires:

Approval means, in connection with the Work or the Property:

- (a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;
- (b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;

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Signatures:----- m.dom

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- (c) a "Part 4A certificate" within the meaning of section 109C of the Environmental Planning and Assessment Act 1979;
- (d) any order, direction or other requirement given or made by an Authority;
- (e) an order made under Division 2A of Part 6 of the Environmental Planning and Assessment Act 1979; and
- (f) an order made under Part 2 of Chapter 7 of the Local Government Act 1993;

Authority means, in connection with the Work or the Property:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principle certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
- (d) an authorised fire officer within the meaning of section 121ZC of the Environmental Planning and Assessment Act 1979;

Building Code of Australia has the meaning given to it under the Environmental Planning and Assessment Act 1979;

Common Property means the common property in the Strata Plan;

Conditions means the provisions of clause 2;

Exclusive Use Area means those parts of the Common Property which are occupied by the Works (once complete) and includes a reference to any Common Property the ongoing maintenance of which is to be the responsibility of the Owner in accordance with the Resolution;

Insurance means any insurance required by law in connection with the Works and the use of the Exclusive Use Area; and

Lot means each lot in the Strata Scheme severally;

Maintenance Works has the meaning given to it in clause 3;

Occupier's Liability means a liability arising at law in connection with breach of a duty of care arising at law in connection with the occupation of premises;

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Signatures: m-dom

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Owner means the following, if having provided written consent to the making of this By-Law:

- (a) the owner of a Lot, but only in relation to the Lot owned by that Owner;
- (b) where there is more than one owner of that Lot, means those owners jointly and severally, but only in relation to that Lot; and
- (c) where there is more than one Lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such Lot severally;

Owners Corporation means the Owners Corporation created on registration of the Strata Plan;

Property means the land and buildings the subject of the Strata Plan;

Rectification Works has the meaning given to it in clause 3;

Reinstatement Works has the meaning given to it in clause 3;

Relocation Works has the meaning given to it in clause 3;

Resolution means the special resolution of the Owners Corporation to authorise the Owner to take such action the subject of section 65A(1) of the Strata Schemes Management Act 1996 as required to carry out works subject to and in accordance with this By-Law, the ongoing maintenance of which is to be the responsibility of the Owner;

Scope of Works means the Scope of Works annexed to this By-Law;

Strata Scheme means the strata scheme relating to the Strata Plan;

Strata Plan means strata plan number 87368; and

Works has the meaning given to it in clause 3.

See Scope of Works under Appendix "E"

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Names: MITE DOMAZETONSKI

Signatures: M. dom.

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Management Act 1996 to attest the affixing of the seal.



SPECIAL BY-LAW 3 - Nuisance: Smoking & Odours

Definitions

- (1) In this By-law, the following terms are defined to mean:
- **Act** means the Strata Schemes Management Act 1996.
 - **Lot** means any lot in the Strata Scheme.
 - **OHS Act** means the Occupational, Health & Safety Act 2000.
 - **Owner** means any owner in the Strata Scheme.
 - **Owners Corporation** means The Owners – SP 87368.
 - **SHS** means second hand smoke or environmental tobacco smoke which permeates any environment and includes odours from Smoking or tobacco products.
 - **Smoke or Smoking** means the smoking of any substance.
 - **Strata Scheme** means the strata scheme relating to the Strata Plan No. 87368.
- (2) Words importing:
- i. The singular includes the plural and vice versa;
 - ii. A gender includes any gender.
- (3) Words defined in the Act shall have the meaning given to them in the Act.
- (4) A reference to a statute, regulation, proclamation, ordinance or By-law includes all statutes, regulations, proclamations, ordinances or By-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and By-laws issued under that statute.

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Signatures: m. dsm.

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Conditions

- (5) An Owner, occupier or invitee of a Lot must:
- i. Not Smoke on common property;
 - ii. Not Smoke on the Lot in a manner whereby SHS permeates another Lot or common property;
 - iii. Not Smoke in a manner which interferes with the interests of health, safety and welfare pursuant to the OH&S Act;
 - iv. Not discard any cigarette butts on another Lot or on common property other than in the garbage receptacles which are provided by the Owners Corporation;
 - v. Ensure that any cigarette butts which are disposed of in the common property garbage receptacles are not ignited and securely wrapped;
 - vi. Not dispose of cigarette butts in a manner which is likely to cause a fire hazard in the Strata Scheme or a danger to any Owner or occupier of another Lot or any person lawfully using the common property;
 - vii. Not Smoke, produce or manufacture any illegal substance in any location, including on a Lot, in the Strata Scheme;
 - viii. Not allow odours which originate from the respective Lot to traverse to, or penetrate, any other Lot or common property in such a manner so as to disturb the peaceful enjoyment of another Owner or occupier of another Lot or any person lawfully using common property; &
 - ix. Not use or enjoy a Lot or common property, or permit a Lot or common property to be used or enjoyed, in such a manner or for such a purpose which contravenes the terms of this By-Law or section 117 of the Act.

Costs

- (6) An Owner or occupier shall be liable for any costs incurred by the Owners Corporation in enforcing the terms of this By-Law against the respective Owner or occupier, or his or her respective invitee.

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- (7) An Owner of a lot shall be liable for any costs incurred by the Owners Corporation in enforcing the terms of this By-Law against the occupier of the respective Lot.
- (8) The costs referred to in paragraphs (6) and (7) hereto:
- i. May include security call-out charges, after hours building management or agency fees, administrative and legal costs to issue correspondence or notices relating to, or reporting on, any breaches hereto or to instigate, commence or continue any proceedings in a Court or Tribunal and any other reasonable costs expended by the Owners Corporation in enforcing the terms of this By-Law against the said Owner or occupier; &
 - ii. If not paid at the end of one month after becoming due and payable shall bear, until paid, simple interest at an annual rate of 10%.
- (9) The Owners Corporation may recover as a debt any costs payable by an Owner or occupier pursuant to this By-Law, not paid at the end of one month after they become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

SPECIAL BY-LAW 4 - Short Term Tenancy

- (1) An owner or occupier of a lot may not use the lot or allow it to be used:
- a) as a serviced apartment;
 - b) for hostel accommodation;
 - c) for backpacker accommodation;
 - d) for short-term letting;
 - e) for overnight holiday letting; &
 - f) for tourist and visitor accommodation.
- (2) An owner or occupier of a lot may not use the lot or allow it to be used for a purpose or in a manner contrary to any applicable environmental planning instrument under the *Environmental Planning & Assessment Act 1979*.

THE COMMON SEAL of THE OWNERS - STRATA PLAN
NO 87368 was affixed on the 16 day of JUNE, 2016 in the
presence of

Names: MITE DOMAZETOVSKI

Signatures: M. dom.

being the persons authorised by Section 238 of the Strata Schemes
Management Act 1996 to attest the affixing of the seal.



- (3) An owner or occupier of a lot must not permit the use of the lot for residential purposes by a lessee or tenant unless:
- a) The lessee or tenant is party to a residential tenancy agreement in the terms prescribed by the regulation under the *Residential Tenancies Act 1987*; &
 - b) The Owners Corporation has been provided by the lessor and any sublessor of the lot with a notice in compliance with s. 119 of the *Strata Schemes Management Act 1996*.
- (4) An owner of a lot must provide every occupier of his lot with a copy of the registered by-laws, and must take any necessary and reasonable action to restrain any breach of the by-laws by any occupier of his lot.
- (5) An owner or occupier of a lot may not advertise that the lot is available for a purpose or is available for a purpose or is available for use in a manner that is prohibited by this by-law.
- (6) A requirement of this by-law will not be waived except with the consent in writing of the Owners Corporation, following an application to it in writing that the requirement be waived. The Owners Corporation's consent may be given conditionally.
- (7) Nominated a minimum term for rentals to be 6 months.
- (8) Adopts the definitions for 1(a)-(f) as nominated in the City of Sydney Council LEP.

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 87368 was affixed on the 16 day of JUNE, 2016 in the presence of

Names: MITE DOMAZETONSKI

Signatures: m. dom

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



APPENDIX "E"
SPECIAL BY-LAW 2

RECEIVED
25 JUL 2016

BY:

SCOPE OF WORKS

This annexure sets out the Scope of Works as defined in this By-Law.

Works

The Works are the installation of a Standard Bollard in the car-space of a Lot.

In this Scope of Works, *Standard Bollard* means a SecureSpot "Manual Key Bollard" or a SecureSpot "Crash Resistant Remote Bollard" as depicted below, or if approved in writing by the Owners Corporation, a substantially similar bollard.

