

MALLESONS STEPHEN JAQUES

SP71745



By-Laws for Vie 4 and 5 at City Quarter

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By-Laws for Vie 4 and 5 at City Quarter

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1 City Quarter and the Community Scheme

1.1 Community Scheme

City Quarter is a community scheme. The Community Association is the primary management body for City Quarter, exercising control over the entire development.

1.2 Members of the Community Association

The members of the Community Association are:

- (a) each owners corporation (including your Owners Corporation); and
- (b) each owner of a community development lot or a stratum lot (ie a lot that has not been subdivided by a strata plan).

2 Community Management Statement

2.1 Overview

The Community Management Statement is an essential document for the management and operation of City Quarter. It explains the rights and obligations of the Community Association, owners corporations and owners and occupiers of lots in City Quarter.

2.2 Consents under the Community Management Statement

Nothing in these by-laws gives you or your Owners Corporation consent to do something that is prohibited or regulated by the Community Management Statement.

2.3 Who must comply?

The Community Association, owners corporations and the owners and occupiers of lots in City Quarter (including you and the Owners Corporation) must comply with the Community Management Statement.

3 Architectural Code

3.1 Purpose

The Architectural Code for City Quarter has been adopted by the Community Association according to the Community Management Statement. The purpose of the Architectural Code is to protect the architectural and landscape integrity of City Quarter.

3.2 Who must comply?

You and the Owners Corporation must comply with the Architectural Code.

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4 How do these by-laws work?

4.1 Purpose

These by-laws are about local issues which affect Vie 4 and 5.

4.2 Who must comply?

You must comply with these by-laws if you are the Owner or Occupier of a Lot in Vie 4 and 5. The Owners Corporation must also comply with these by-laws.

5 Your rights and obligations

Most of your rights and obligations are explained in the Community Management Statement. In particular:

- (a) part 2 of the Community Management Statement explains the Architectural Code for City Quarter and the consent process for doing building works; and
- (b) part 3 of the Community Management Statement explains your obligations in relation to your Lot and City Quarter generally.

6 Carparking spaces

6.1 When does this by-law apply?

This by-law 6 applies to carparking spaces that are part Lots, utility Lots or exclusive use areas.

6.2 Use of carparking spaces

You may only use your carparking space for the parking of registered and operational motor vehicles and motor cycles.

6.3 Restrictions on use

You must not use your carparking space for any other purpose including, without limitation:

- (a) as a storage area; or
- (b) for the washing of vehicles or equipment; or
- (c) for the carrying out of mechanical or other repairs; or
- (d) to park boats, caravans and trailers.

6.4 Owners Corporation not liable

The Owners Corporation is not responsible for:

- (a) anything stolen from a parking space; or

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- (b) damage to a motor vehicle or anything else kept in a parking space (including damage to a vehicle entering or leaving the parking space).

7 Parking and Common Property

7.1 Your obligations

Under the Community Management Statement, you must not park on Common Property unless you have consent from the Owners Corporation.

7.2 Visitor Parking Spaces

Visitor Parking Spaces are for use by your visitors on a casual basis only. You must not, under any circumstances, park a vehicle in a Visitor Parking Space. The Community Management Statement applies.

8 Using the Carwash Bay

8.1 Requirements for use

Subject to this by-law 8, you may use the Carwash Bay during the hours nominated by the Owners Corporation.

8.2 Obstruction

You must not unreasonably obstruct the use of the Carwash Bay by other Owners and Occupiers. In particular, you may park your vehicle in the Carwash Bay only during the periods you use the Carwash Bay facilities to wash your vehicle.

8.3 Other obligations

When you have finished using the Carwash Bay, you must:

- (a) turn off all taps you have used; and
- (b) leave the Carwash Bay clean and tidy.

9 Installing an Airconditioning Unit

9.1 What are your rights?

You may install an Airconditioning Unit on the balcony or loggia of your Lot provided that you comply with this by-law 9 and obtain the consents required under this by-law.

9.2 What consents do you require?

Before you install an Airconditioning Unit, you must obtain consent from the Owners Corporation:

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- (a) for the make, model, noise output, water runoff, proposed location of the evaporator or compressor and indoor unit and the proposed hours of operation of the unit; and
- (b) to make any alterations to Common Property necessary to make the installation (eg run wires or pipes through the Common Property wall or door onto the balcony or loggia of your Lot).

9.3 Obligations when you install an Airconditioning Unit

If you install an Airconditioning Unit according to this by-law 9, you must:

- (a) comply with the Architectural Code; and
- (b) comply with the reasonable requirements of the Owners Corporation about the times during which the installation is made; and
- (c) ensure that the installation is made by a contractor who is duly licensed according to the *Building Services Corporation Act 1989* (NSW); and
- (d) promptly rectify any damage you (or a person acting on your behalf) cause to Common Property or the property of another Owner or Occupier.

9.4 What are your ongoing obligations?

If an Airconditioning Unit is installed in your Lot, you must:

- (a) properly maintain, repair and, where necessary, replace the Airconditioning Unit; and
- (b) dispose of any condensation and run-off from the Airconditioning Unit; and
- (c) promptly rectify any damage caused by the operation of the Airconditioning Unit to another Lot or Common Property; and
- (d) comply with the requirements of Sydney City Council and Government Agencies about the operation and use of airconditioning units.

9.5 Noise controls

If an Airconditioning Unit is installed in your Lot, you must not operate the unit in a way or at any time which unreasonably interferes with the use and enjoyment by another Owner or Occupier of their Lot.

10 Signs

10.1 For sale and for lease signs prohibited

You must not place a "For Sale" or "For Lease" sign in your Lot or on Common Property.

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10.2 Other signs

You must obtain consent from the Owners Corporation before you place any other type of sign in your Lot or on Common Property. The sign must comply with the Architectural Code.

11 Restricted Common Property

11.1 Exclusive use and special privileges

According to by-law 63 in the Community Management Statement, the Owners Corporation grants the Community Association:

- (a) exclusive use of Restricted Common Property; and
- (b) a special privilege to control, manage, operate, maintain and replace Restricted Common Property.

11.2 Rights and obligations of the Community Association

The Community Association must:

- (a) control, manage, operate, maintain and replace Restricted Common Property according to this by-law 11; and
- (b) have consent from the Owners Corporation before it replaces Restricted Common Property; and
- (c) repair damage to Restricted Common Property caused by exercising rights or complying with obligations under this by-law 11; and
- (d) repair damage to the property of an Owner or Occupier caused by exercising rights or complying with obligations under this by-law 11; and
- (e) be responsible for the costs of the Restricted Common Property, according to the Community Land Management Act 1989; and
- (f) indemnify the Owners Corporation against all claims and liability caused by exercising rights or complying with obligations under this by-law 11.

11.3 Agreements

The Community Association may make agreements with other persons (eg the site manager appointed by it under the Community Management Statement) to exercise its rights or functions under this by-law 11.

11.4 Obligations of the Owners Corporation

Under by-law 63 of the Community Management Statement, Restricted Common Property is available for use by:

- (a) Owners and Occupiers of Lots in Vie 4 and 5; and

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- (b) owners and occupiers of lots in other strata schemes in City Quarter.

11.5 Owners Corporation's obligations

The Owners Corporation must ensure that ensure that:

- (a) Restricted Common Property is available for use according to by-law 11.4 ("Obligations of the Owners Corporation") and by-law 63 of the Community Management Statement; and
- (b) the Community Association has access to Restricted Common Property so that the Community Association may comply with its obligations under the *Community Land Management Act 1989* (NSW) and the Community Management Statement.

12 Agreements made by the Community Association

12.1 Powers of the Community Association

Under by-laws 44, 45 and 46 of the Community Management Statement, the Community Association has the power to make agreements on behalf of the Owners Corporation:

- (a) for the management, operation and maintenance of Restricted Common Property and Common Property;
- (b) for the provision of services and amenities; and
- (c) with a site manager to provide for management, maintenance and operational services for City Quarter and, in particular, for Restricted Common Property.

12.2 Obligations of the Owners Corporation

The Owners Corporation must:

- (a) ratify all agreements which the Community Association makes on its behalf under by-laws 44, 45 or 46 of the Community Management Statement (providing those agreements are consistent with the terms and objectives of those by-laws); and
- (b) terminate any agreement it makes for the provision of any services if the Community Association makes an agreement on behalf of the Owners Corporation to provide those services under by-laws 44, 45 or 46 of the Community Management Statement.

12.3 Deeds

The Owners Corporation may enter into a deed with the Community Association to confirm its ratification of agreements which the Community Association makes on its behalf under by-laws 44, 45 or 46 of the Community Management Statement.

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12.4 Other agreements for services

The Owners Corporation must not enter into an agreement for the provision of any services if those services are provided under an agreement made by the Community Association on behalf of the Owners Corporation according to by-laws 44, 45 or 46 of the Community Management Statement.

13 Agreement with the Building Manager

13.1 Purpose of the agreement

In addition to its powers under the Act, the Owners Corporation has the power to appoint and enter into an agreement with the Building Manager to provide management and operational services for Vie 4 and 5.

13.2 Restrictions on appointment

This by-law 13 and the appointment of a Building Manager by the Owners Corporation are subject to:

- (a) by-law 12 ("Agreements made by the Community Association"); and
- (b) by-law 45 in the Community Management Statement.

13.3 Delegation of functions

The Owners Corporation cannot delegate its functions or the functions of its executive committee to the Building Manager.

13.4 Term of the agreement

Subject to the law, the term of the agreement may be up to ten years with two options of up to five years each. The agreement may have provisions about:

- (a) the rights of the Owners Corporation and the Building Manager to terminate the agreement early; and
- (b) the rights of the Building Manager to assign the agreement.

13.5 Remuneration

The remuneration of the Building Manager for the duration of the agreement may be at the discretion of the Owners Corporation.

13.6 Duties

The duties of the Building Manager may include:

- (a) caretaking, cleaning and providing security services for the Common Property; and
- (b) supervising and servicing Common Property; and
- (c) supervising the security, cleaning, repair, maintenance, renewal or replacement Common Property; and

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- (d) supervising the use of Common Property parking areas and driveways; and
- (e) providing services to the Owners Corporation, Owners and Occupiers; and
- (f) operating the security key system for Vie 4 and 5; and
- (g) supervising, controlling and regulating employees and contractors of the Owners Corporation; and
- (h) supervising Vie 4 and 5 generally; and
- (i) doing anything else that the Owners Corporation agrees is beneficial to or necessary for the operation and management of Vie 4 and 5 or the owners.

13.7 Other services

The owners corporation may grant the Building Manager the sole right to enter into an agreement with the owners corporation to provide any services contemplated by this by-law 13 and any ancillary services.

13.8 Other agreements

The owners corporation must have the Building Manager's consent to have more than one agreement under this by-law 13 at the same time.

13.9 Third parties

The agreement with the Building Manager may permit the Building Manager to make arrangements with third parties to exercise its rights and duties.

13.10 No serviced apartments

The Owners Corporation may not enter into an agreement that permits the Building Manager (or any other person) to conduct a serviced apartment scheme in City Quarter.

14 The Building Manager and you

You must not:

- (a) interfere with or stop the Building Manager performing its duties; or
- (b) interfere with or stop the Building Manager using common property that the Owners Corporation allows the Building Manager to use.

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15 Interpretation

15.1 Definitions

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

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

Airconditioning Unit means a split system airconditioning unit, including all pipes, wires, cables and ducts servicing the unit.

Architectural Code means the architectural and landscape code adopted by the Community Association according to the Community Management Statement.

Building Manager means the person appointed by Owners Corporation under by-law 13 ("Agreement with the Building Manager").

Carwash Bay means the Common Property carwash bay located in the basement carpark level of Vie 4 and 5.

City Quarter means community scheme number DP No. 270241.

Common Property means:

- (a) common property in Vie 4 and 5; and
- (b) personal property of the Owners Corporation.

Common Property does not include:

- (a) Common Property which an owner must maintain under an exclusive use or special privilege by-law; or
- (b) Restricted Common Property.

Community Association means Community Association DP No. 270241.

Community Management Statement means the community management statement for City Quarter.

Government Agency means a governmental or semi governmental administrative, fiscal or judicial department or entity.

Lot means a lot in Vie 4 and 5.

Occupier means an occupier, lessee or licensee of a Lot.

Owner means:

- (a) the owner for the time being of a Lot; and
- (b) if a Lot is subdivided or resubdivided, the owners for the time being of the new Lots; and

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- (c) for a by-law granting exclusive use and special privileges of Common Property, the owner(s) of the Lot(s) benefiting from the by-law; and
- (d) the mortgagee in possession of a Lot.

Owners Corporation means the owners corporation for Vie 4 and 5.

Restricted Common Property means:

- (a) all open space Common Property areas outside buildings in Vie 4 and 5; and
- (b) all Common Property visitor carparking bays; and
- (c) all Common Property off street service areas.

Vie 4 and 5 means the strata scheme created on registration of the strata plan accompanying these by-laws.

Visitor Parking Spaces means the Common Property parking spaces designated for use by visitors of Owners and Occupiers.

15.2 References to certain terms

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

- (a) **(Management Act)** words that this by-law 15 does not explain have the same meaning as they do in the Management Act; and
- (b) **(you)** the word "you" means an Owner or Occupier; and
- (c) **(by-laws)** a by-law is a reference to the by-laws, exclusive use by-laws and special privilege by-laws which are in force for Vie 4 and 5; and
- (d) **(anything)** anything includes the whole or each part of it; and
- (e) **(variations and replacements)** a document (including the by-laws) includes any variation or replacement of it; and
- (f) **(references to statutes)** a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (g) **(person)** a person includes an individual, a firm, a body corporate, an incorporated association or an authority; and
- (h) **(executors, administrators, successors)** a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns; and
- (i) **(singular includes plural)** the singular includes the plural and vice versa; and

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- (j) **(meaning not limited)** the words “include”, “including”, “for example” or “such as” are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to the example or examples of a similar kind.

15.3 Headings

Headings are for convenience only and do not affect the interpretation of the by-laws.

15.4 Severability

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

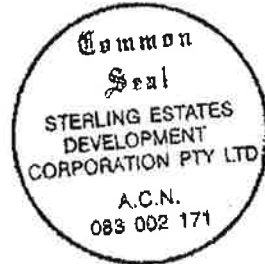
By-Laws for Vie 4 and 5 at City Quarter

Signing page

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DATED:

THE COMMON SEAL of)
STERLING ESTATES)
DEVELOPMENT CORPORATION)
PTY LIMITED (ACN 083 002 171) is)
affixed in accordance with its articles)
of association in the presence of:)



.....
Signature of authorised person
.....
D I R E C T O R
.....
Office held
.....
P. Yu
.....
Name of authorised person (block letters)

.....
Signature of authorised person
.....
S E C R E T A R Y
.....
Office held
.....
A. Yu
.....
Name of authorised person (block letters)

EXECUTED BY CAPITAL FINANCE AUSTRALIA LIMITED ACN 069 663 136 BY ITS DULY APPOINTED ATTORNEYS

BRETT LENNANE
MARK CORBETT
Full Names

.....
Signature
.....
Signature

PURSUANT TO POWER OF ATTORNEY OF WHICH THEY HAVE NO NOTICE OF REVOCATION IN THE PRESENCE OF:

Book 4288
No 968

.....
Witness
.....
ESMA TAM

MBL

THE COMMON SEAL OF MACQUARIE AUSTRALIA MANAGEMENT SERVICES PTY LIMITED WAS HEREUNTO AFFIXED IN ACCORDANCE WITH THE COMPANY'S CONSTITUTION:

.....
Dennis Leong
SECRETARY



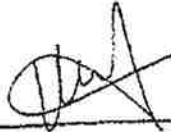
27103

.....
Graeme Wilson
Director


SP71745

GAC





DIRECTOR
DANNY AU-YEUNG



SECRETARY
EDWIN YEUNG

REGISTERED  &B 1.12.2003

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/SP71745	
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any
		Reference: _____
		CODE CB

- (C) The Owners-Strata Plan No. 71745 certify that pursuant to a resolution passed on 12 August 2015 and
 (D) in accordance with the provisions of section 65A 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-law no. 19
 Amended by-law No. NOT APPLICABLE
 as fully set out below:

Please see Annexure 'A' for special by-law no.19.

(F) The common seal of the Owners-Strata Plan No. 71745 was affixed on 25 August 2015 in the presence of—

Signature(s): 
 Name(s): Toni French



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

ANNEXURE "A" TO CHANGE OF BY-LAWS FORM 15CB-SP71745

On 12th August 2015, the Owners Corporation, by the Owners in Extraordinary General Meeting, moved and passed a motion and it was specially resolved that the Owners Corporation create and lodge for registration with the Registrar-General under the common seal of the Owners Corporation a special by-law, the provisions of which are set out below:-

SPECIAL BY-LAW NO.19

INSTALLATION OF POWER CABLE AND CAR CHARGER BY LOT 58

1. For the purposes of this by-law:

- 1.1. "Act" means the *Strata Schemes Management Act 1996* as amended from time to time;
- 1.2. "Common Property" means the Common Property in the Strata Plan;
- 1.3. "Costs" means all professional and trade costs/fees/disbursements incurred or associated with this By-Law, the Works and Remedial Works, any damage caused as a result of the Works and/or Remedial Works, including all costs associated with energy consumption;
- 1.4. "Direction" means a written direction from the Owners Corporation to the Owner relating to Works and/or Remedial Works;
- 1.5. "Future Owner" means the registered proprietor/s of the Lot from time to time, succeeding the Owner;
- 1.6. "Indemnify" means the Owner indemnifying the Owners Corporation in respect of the Works and/or Remedial Works or anything arising from the Works and/or Remedial Works, including, but not limited to the following:
 - 1.6.1. all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;
 - 1.6.2. any sum payable by way of increased premiums; and
 - 1.6.3. any costs or damages for which the Owners Corporation is or becomes liable;
- 1.7. "Lot" means Lot 58 in the Strata Plan;
- 1.8. "Owner" means the owner(s) of the Lot as at the date this By-Law is registered and with respect to Clauses 5 to 12 (inclusive) includes Future Owners;
- 1.9. "Owners Corporation" means the Owners Corporation of the Strata Plan;
- 1.10. "Remedial Works" means repair, maintenance, replacement and/or removal of items relating to the Works and/or Common Property affected by the Works;
- 1.11. "Strata Plan" means Strata Plan 71745;
- 1.12. "Works" means the following:-
 - 1.12.1. the installation of a power cable in accordance with the letter from Angel Electrics dated 27 July 2015 attached to this by-law and marked with the letter 'A' and the plan attached to this by-law and marked with the letter 'B'; and



1.12.2. the installation of a Tesla wall-mounted electric vehicle charging station on the Common Property wall in accordance to the plan attached to this by-law and marked with the letter 'B' and the specifications attached to this by-law marked with the letter 'C';

2. Where any terms in this by-law are not defined, they will have the same meaning those words are attributed under the Act.
3. If this by-law empowers the Owners Corporation to take action, it may or may not take such action in its reasonable discretion.
4. Subject to the provisions of this by-law, the Owners Corporation grants the Owner the right to carry out the Works.
5. The Owner is responsible for and must carry out Remedial Works when and where necessary, including by Direction.
6. The Works and Remedial Works must be carried out and completed:
 - 6.1. in a proper workmanlike manner and by licensed and/or accredited contractors;
 - 6.2. with due skill and care using proper materials;
 - 6.3. in compliance with the Building Code of Australia and any other Australian Standards, as applicable;
 - 6.4. in compliance with all local council consents (if any) and requirements;
 - 6.5. in keeping with the appearance of the building in its style, colour, materials and overall design;
 - 6.6. in a way so as to not unreasonably interfere with the enjoyment of other common property areas or access to lots in the strata scheme by other persons;
 - 6.7. in a way which minimises the disturbance of other owners including but not limited to vibration, noise, dust and dirt;
 - 6.8. in a way that ensures the Owners Corporation's power consumption and power usage is not detrimentally affected;
 - 6.9. ensuring that the security of the property is maintained throughout the performance of the Works and Remedial Works;
 - 6.10. promptly and completely removing all rubbish from the property resulting from the Works and/or Remedial Works;
 - 6.11. keeping all areas of the building as clean and tidy as possible;
 - 6.12. promptly repairing any damage to any part of the property caused by the Works and/or Remedial Works; and
 - 6.13. in compliance with all reasonable requirements of the Owners Corporation.
7. The Owner is responsible for, and will bear all Costs.
8. Where the Owners Corporation has incurred Costs on behalf of the Owner, the Owners Corporation may recover those Costs from the Owner, including charging those Costs to the Owner's lot account as if they were a contribution under the Act, with all the same rights of recovery to apply.
9. In the event lot(s) or Common Property is/are damaged because of the Works or Remedial Works, the Owner will pay the Costs of rectifying the damage.
10. The Owner will sign all documents and do all things necessary to facilitate the matters the subject of this by-law.



11. The Owner will not claim upon the Owners Corporation's insurance in respect of anything arising out of Works or Remedial Works.

12. The Owner will Indemnify and will keep Indemnified the Owners Corporation.

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In The Dark? Call a Spark!

ABN 81 747 752 337



ANGEL ELECTRICS

0411 35 32 45

ALARMS
INTERCOMS
VIDEO SECURITY
ELECTRICAL

Email: angelectrics@yahoo.com.au

Mail: 4 Woodside Ave, Burwood NSW 2134

DOMESTIC & COMMERCIAL
Contractor's Lic. 167 131C

" We put the Light back in your Life"

27/07/15

To whom it may concern;

Re: Vie 4 Carpark power for unit 4501

To run a 63AMP single phase cable from Unit 4501 carpark space along the wall to the cable tray running about 72m to the electrical riser adjacent to the lift; then travel up the electrical riser about 20m to level 4, and connect a separate circuit breaker off unit 4501 power to control sub circuit.

Note: supply needed is only 40AMP but we need to run a 63AMP circuit to allow for voltage drop over the distance required.

Kind regards,

Rob Travia.



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

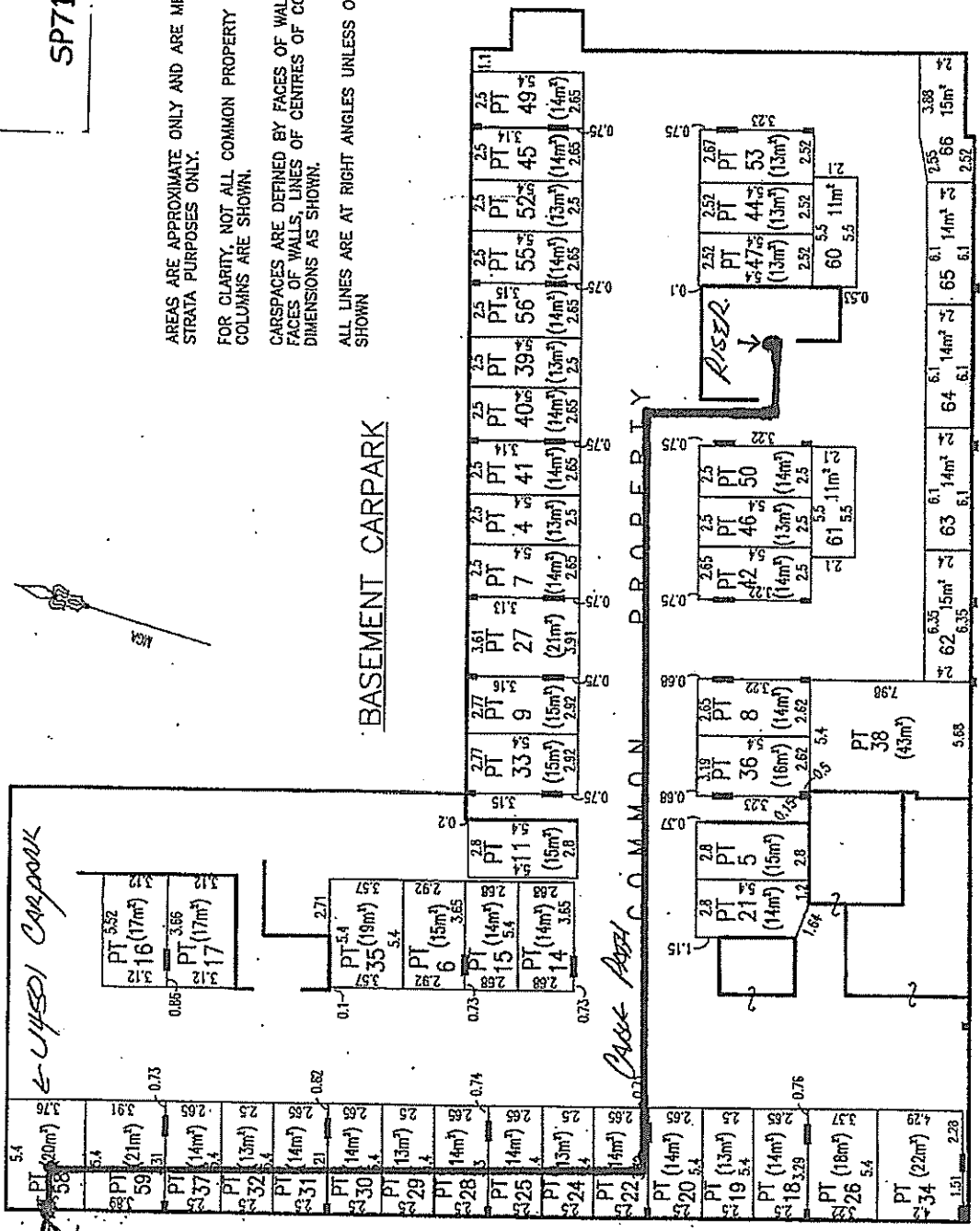
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← UNUSED CARPOARK

Tessa Wall Manager
Charger Unit

AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA PURPOSES ONLY.
FOR CLARITY, NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN.
CARSPACES ARE DEFINED BY FACES OF WALLS, LINES OF FACES OF WALLS, LINES OF CENTRES OF COLUMNS AND DIMENSIONS AS SHOWN.
ALL LINES ARE AT RIGHT ANGLES UNLESS OTHERWISE SHOWN

BASEMENT CARPOARK



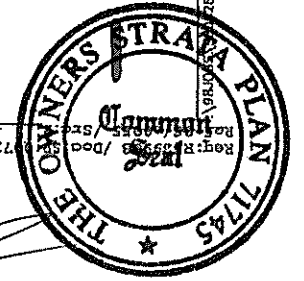
Scale Line depicts both existing wall thickness and through shaft core tray.
Scale Reduction Ratio 1 : 200(A3)

Lengths are in metres

Patricia Wann
Registered Surveyor

Authorised Person/Owner/Manager/Registered Carrier

SURVEYOR'S REFERENCE : 011018/2 DSP



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

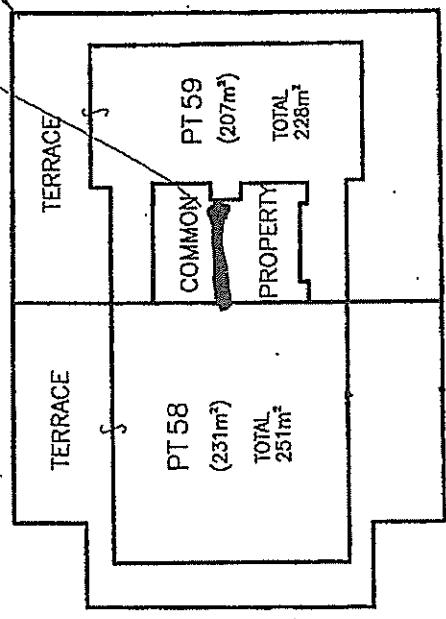
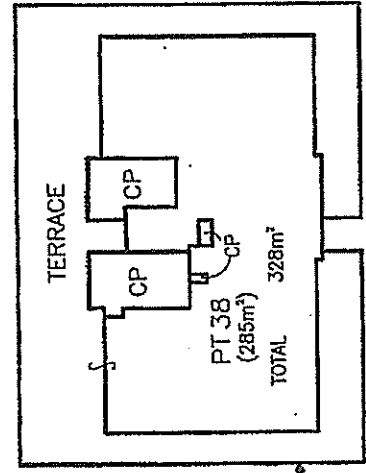
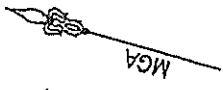
STRATA PLAN FORM 2

SP71745

*Sais Line Aspects
Power Cables PATH Through
C.P. Rise TO U4501*

AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA PURPOSES ONLY.
FOR CLARITY, NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN.
ALL LINES ARE AT RIGHT ANGLES UNLESS OTHERWISE SHOWN
THE STRATUM OF THE TERRACE EXTENDS TO 2.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED.

*CALL TERRACES
Through C.P. Rise
ON LVL 5 TO
POWER BOARD*



LEVEL 5

CP - DENOTES COMMON PROPERTY



Reduction Ratio 1 : 200(A3) Lengths are in metres

Patrick Walsh
Registered Surveyor

[Signature]
Authorised Survey-General/Manager/Registered Certifier

SURVEYOR'S REFERENCE : 011018/2 DSP



Specifications



The maximum rating for the Wall Connector is 10 kW or 40 amps at 240 volts. Your vehicle can charge from 180 to 265 volts.

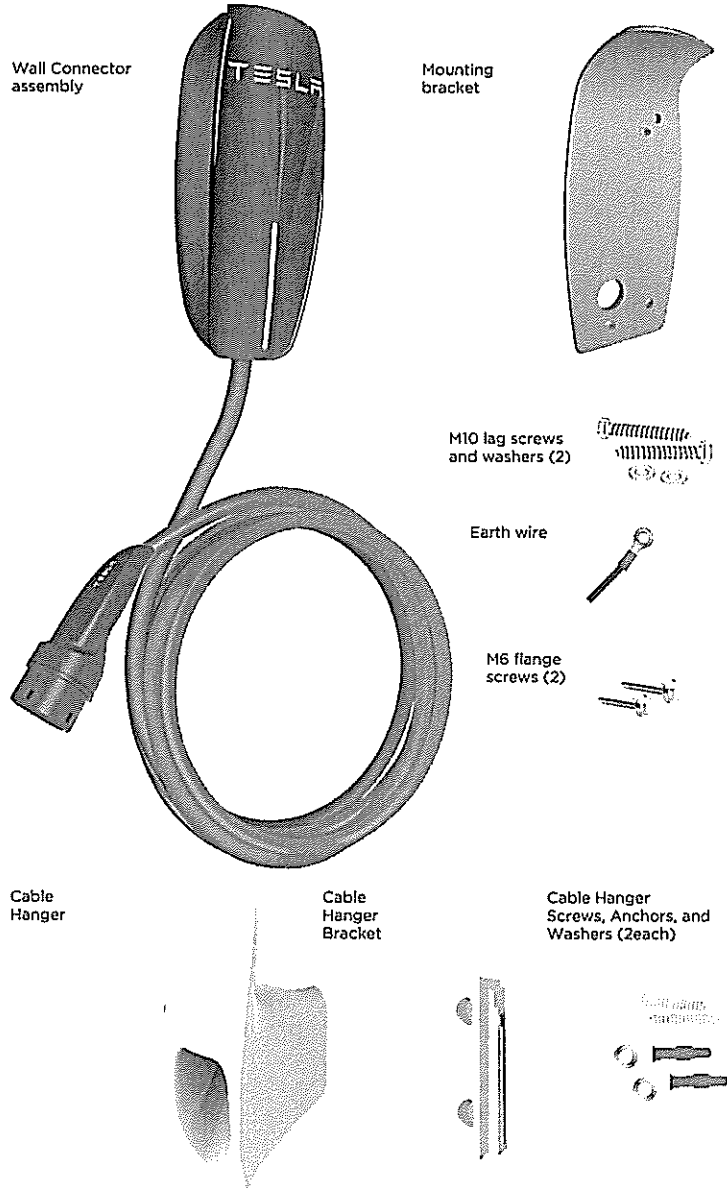
Voltage and Wiring	240V AC single-phase: LINE, NEUTRAL, and EARTH
Current	Maximum 50A circuit breaker
Frequency	50 -60 Hz
Cable Length	Approximately 7.6 m
Wall Connector Dimensions	Height: 385 mm Width: 157 mm Depth: 100 mm
Bracket Dimensions	Height: 382 mm Width: 158.2 mm Depth: 96 mm
Weight (Including bracket)	9 kg
Operating Temperature	-30°C to 45°C
Storage Temperature	-50°C to 85°C
Enclosure Rating	IP 44
Agency Approvals	CE



Step One - Check Box Contents



In addition to this Installation Guide, the shipping box contains the following components. If any components are damaged or missing, contact Tesla.



AUSTRALIA

6





Step Two - Install Wall Bracket

You can run conduit into either the back or the left side of the Wall Connector's main enclosure. Regardless of the conduit opening you use, always run the conduit on the left side of a wall stud. Refer to the illustration below for dimensions.

When determining where to mount the Wall Connector, keep in mind that its 7.6 m charge cable should easily reach the vehicle's charging port without straining the connections at either end.

- 1 Use the mounting bracket as a guide to mark the location on the wall for the two mounting screws.
 - Space the holes exactly 214 mm apart.

- The height of the bracket should ensure that the charging connector is located at a maximum of 1.2 m from floor level. The minimum height is 46 cm if mounting indoors, and 61 cm if mounting outdoors.

- 2 Drill two 8 mm holes in the wall.
- 3 Attach the wall bracket using fasteners appropriate for the type of wall material. Use the supplied lag screws and washers only if mounting to a solid wooden wall stud. If mounting to another type of wall (hollow, masonry, etc.), use fasteners that are long enough to securely anchor the Wall Connector and that can support at least 36 kg.



Step Nine - Install the Cable Hanger



YOU WILL NEED

- Cable Hanger, bracket, two screws and two wall anchors (included in the shipping box)
- Pencil or marker
- Drill with 5 mm drill bit
- Phillips screwdriver

FOLLOW THESE STEPS

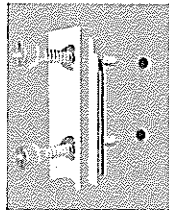
- 1 Use the Cable Hanger's bracket as a guide to mark the location on the wall for the two mounting screws.

NOTE: The height of the bracket should ensure that the charging connector is located at a maximum of 1.2 metres from floor level. The minimum height is 46 cm if mounting indoors, and 61 cm if mounting outdoors.



*CAUTION: If installing in a public location, consider laws and regulations that accommodate persons with disabilities.

- 2 Drill two 5 mm holes in the wall.
- 3 Insert the two Poly-Set anchors into the holes until their flanges are flush.
- 4 Use the supplied Phillips screws to secure the bracket to the wall.

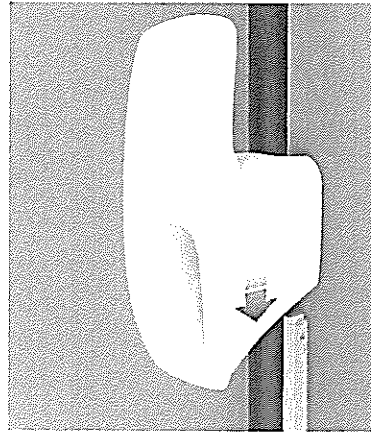


To ensure the screws are secure, apply additional turns after the screw head is against the bracket.

Plasterboard Thickness	Number of Additional Turns
10 mm	7-9
13 mm	5-7
16 mm	3-4
19 mm	1-2

NOTE: For more details on using the anchors and screws, refer to the Poly-Set Installation Instructions, included in the shipping box.

- 5 Slide the Cable Hanger onto the bracket as shown. If desired, you can insert the connector's cable into the groove between the bracket and the Cable Hanger, as shown.



Form: 15CB
Release: 2.2
www.lands.nsw.gov.au

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



AE585624Q

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/SP71745	
(B) LODGED BY	Document Collection Box 312D	Name, Address or DX, Telephone, and LLPN if any Lawagents 123202Y Reference: CP/SP71745-1000 Nthsyd Bann SP71745
		CODE CB

6 March 2008

- (C) The Owners-Strata Plan No. 71745 certify that pursuant to a resolution passed on 20 January 2009 and
 (D) in accordance with the provisions of section No. 47 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-LAW NO. 16 & 17
 Amended by-law No. NOT APPLICABLE
 as fully set out below:
 See Annexure A



(F) The common seal of the Owners-Strata Plan No. 71745 was affixed on 23rd MARCH 2009 in the presence of—
Signature(s): [Signature]

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

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

ANNEXURE A

Special By-law No. 16

SPECIAL BY-LAW, LICENSING USE OF STORAGE AREAS

16 Storage Areas

16.1 The Owners Corporation may from time to time licence an owner or occupier to use a Common Property storage cage ("Storage Cage") located on the car parking levels of the strata scheme for a term of up to 12 months.

16.2 The Owners Corporation may charge a license fee not exceeding \$220.00 per annum for the use of the Storage Cage, the amount of which fee being determined by resolution of the Executive Committee from time to time.

16.3 You may not license the use of more than one Storage Cage at any one time and, upon the expiry of each term, you must vacate the Storage Cage unless the Owners Corporation has licensed you to use that Storage Cage for a succeeding term.

16.4 You must not use a Storage Cage unless you have been granted a licence to do so by the Owners Corporation and the term of the licence is current.

16.5 If you wish to obtain a licence to use a Storage Cage, including a further term of a licence, you must make application in writing to the executive committee via the strata managing agent setting out your name and lot number and enclosing payment for the applicable licence fee.

16.6 If at any time there are more applications for Storage Cages than the number of Storage Cages available, the Storage Cages must be allocated by ballot.

16.7 You must not use the Storage Cage to store any flammable or hazardous substance.

16.8 If you fail to pay the license fee within one month of the due date therefore or you use a Storage Cage without obtaining a license or you store flammable or hazardous items in a Storage Cage, the executive committee (acting reasonably) may by resolution determine that you must remove all of your goods stored, or such of them as are flammable or hazardous, from the Storage Cage and give you a notice requiring removal within 14 days of the date of the notice being served on you.

16.9 If you fail to pay all amounts owing in respect of the license fee or remove your goods or flammable or hazardous goods from a Storage Cage within that 14 day period, the Owners Corporation may remove those goods from the Storage Cage and dispose of them in such manner as the executive committee deems fits and recover the costs of doing so from you as a debt due and payable to the Owners Corporation.

Signature: _____



Name: _____

Talia Pavesi

Page 2 of 3

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

16.10 You must keep the Storage Cage licensed to you under this by-law clean and tidy, subject to the statutory obligations of the Owners Corporation to repair and maintain Common Property.

16.11 The Storage Cage is and always remains Common Property and nothing in this by-law or the grant of a license to an owner or occupier of a lot to use a Storage Cage affects the Common Property status or the title of the Owners Corporation to the Storage Cage.

16.12 The Storage of your goods in the Storage Cage is entirely at your risk and the Owners Corporation has no liability or obligation to you arising out of your use of the Storage Cage and you indemnify the Owners Corporation in respect of any loss or damage the Owners Corporation may sustain arising out of your use of the Storage Cage.

Special By-law No. 17

17. An Owners Corporation must cause a Notice Board to be affixed to some part of the Common Property and maintain that Notice Board.

Signature: _____



Page 3 of 3

Name: _____

Tereza Paoli

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

Form: 15CB
Licence: 01-05-086
Licensee: LEAP Legal Software Pty Limited
Firm name: Grace Lawyers Pty Limited

CHANGE OF BY-LAWS

New South Wales
Strata Schemes Management Act 1996
Real Property Act 1900



AF917217J

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: 71745

(B) LODGED BY

Delivery Box <u>(W)</u>	Name, Address or DX and Telephone LLPN: <u>MS ELISEA J MCCORMACK:</u> <u>UNIT 5308, 8 ALEXANDRA DRIVE</u> Reference (optional): <u>CAMPERDOWN NSW 2050</u>	CODE CB

(C) The Owners-Strata Plan No 71745
and in accordance with the provisions of

certify that pursuant to a resolution passed on 23rd NOVEMBER 2010

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

(E) Repealed by-law No

Added by-law No Special By-Law No. 16

Amended by-law No

as fully set out below.

See Annexure

By-Law 16:

"An owner/occupier or invitee of a lot when on common property must not use language or behave in an intimidating or threatening manner likely to cause offense or embarrassment to the owner/occupier or invitee of another lot or to any person lawfully using common property."

(F) The common seal of the Owners-Strata Plan No
was affixed on 30th NOVEMBER 2010 in the presence of—
Signature(s): [Signature]



Name(s): Talata Pauli

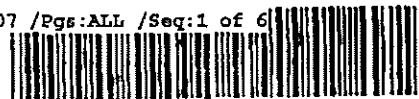
being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

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

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

Signature of authorised officer:

Name and position of authorised officer:



Form: 15CB
Release: 3-2

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

AJ493199Q

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 71745
--

(B) LODGED BY

Document Collection Box 268D	Name, Address or DX, Telephone, and Customer Account Number if any SYDNEY LEGAL AGENTS - INPOTRACK LLP: 132579W	CODE CB
Reference: <u>LAWYERS / 186447</u>		

- (C) The Owners-Strata Plan No. 71745 certify that pursuant to a resolution passed on 23 March 2015 and
 (D) in accordance with the provisions of section 47 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 No. 17 & 18
 Amended by-law No. NOT APPLICABLE
 as fully set out below:

Please see Annexure "A" for Special By-Law 17.
Please see Annexure "B" for Special By-Law 18.

(F) The common seal of the Owners-Strata Plan No. 71745 was affixed on 5th MAY 2015 in the presence of—

Signature(s):

Name(s):

Tatata Pocali



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

ANNEXURE "A" TO CHANGE OF BY-LAWS FORM 15CB-SP71745

On 23rd March 2015, the Owners Corporation, by the Owners in Extraordinary General Meeting, moved and passed a motion and it was specially resolved that the Owners Corporation create and lodge for registration with the Registrar-General under the common seal of the Owners Corporation a special by-law, the provisions of which are set out below:-

SPECIAL BY-LAW NO. 17

MOVING FURNITURE AND OTHER ITEMS ON OR THROUGH COMMON PROPERTY

1. For the purposes of this by-law:

- 1.1. "Act" means the *Strata Schemes (Freehold Development) Act 1973* as amended from time to time.
- 1.2. "Building" means any one or all of the buildings located at 6 & 8 Alexandra Drive, Camperdown NSW 2050, also known as Strata Plan 71745;
- 1.3. "Common Property" means the Common Property of Strata Plan 71745;
- 1.4. "Costs" means all professional and trade costs/fees/disbursements incurred or associated with this By-Law and the Removal.
- 1.5. "Direction" means a written direction from the Owners Corporation to the Owner relating to the Removal, including the manner in which the Removal must be carried out.
- 1.6. "Executive Committee" means the executive committee elected by the Owners Corporation from time to time;
- 1.7. "Indemnify" means the Owner indemnifying the Owners Corporation in respect of the Removal or anything arising from the Removal, including, but not limited to the following:
 - 1.7.1. all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;
 - 1.7.2. any sum payable by way of increased premiums; and
 - 1.7.3. any costs or damages incurred by or for which the Owners Corporation is or becomes liable;
- 1.8. "Lot" means a Lot in Strata Plan 71745;
- 1.9. "Notification" means a written notice from the Owner to the Owners Corporation via the Strata Manager, setting out the Owner's intention to carry out a Removal and which includes the following details:-
 - a) the relevant Lot(s) or apartment(s) number and the name(s) of the Owner;
 - b) the names of the persons who will be conducting the Removal, including the name of any company which employs the delivery personnel;
 - c) the Removal Date;
 - d) the Removal Hours;



- e) details of the Substantial Items the subject of the Removal; and
 - f) such other information the Owners Corporation deems reasonable.
- 1.10. "Owner" means the registered proprietor and/or lawful occupier of a Lot from time to time;
- 1.11. "Owners Corporation" means the Owners Corporation of Strata Plan 71745;
- 1.12. "Removal" means the transporting of any Substantial Items:
- a) to and/or from Lots;
 - b) in and/or out of the Building;
 - c) through and/or on Common Property
- by an Owner, including an Owner's representative, agent, contractor or engaged delivery personnel.
- 1.13. "Removal Date" means the expected date of the Removal.
- 1.14. "Removal Hours" means between the hours of 9:30AM and 5:30PM Mondays to Sundays inclusive, or such other hours and days approved in writing by the Owners Corporation.
- 1.15. "Removal Security Deposit" means amount of money, the exact sum to be determined in the discretion of the Owners Corporation to be paid by the Owner prior to the Removal Date, to be:-
- a) held as a bond during the Removal; and
 - b) applied by the Owners Corporation towards the cost of rectifying any damage to any part the Common Property during the Removal.
- 1.16. "Strata Manager" means the strata managing agent engaged by the Owners Corporation from time to time;
- 1.17. "Substantial Items" means large items of furniture, white goods and electrical equipment. This does not include single items of furniture which are capable of being delivered to a Lot by one person.
2. Where any terms used in this by-law are not defined, they will have the same meaning those words are attributed under the Act.
3. Where in this by-law, the Owners Corporation or Executive Committee is empowered to take any action, it may do so at its reasonable discretion.
4. The Owners Corporation permits Owners to carry out a Removal subject to the terms of this by-law.
5. At least 48 hours prior to the Removal Date, the Owner must provide a Notification.
6. The Owners Corporation, via the Executive Committee, will consider the Notification and if necessary, give the Owner any reasonable Direction prior to the Removal Date.
7. The Removal must only take place between the Removal Hours.
8. The Removal must be carried out and completed:-



- 8.1. with due skill and care using proper equipment;
 - 8.2. in compliance with all reasonable Directions of the Owners Corporation;
 - 8.3. in a way so as to not unreasonably interfere with the enjoyment of other common property areas or access to Lots in the strata scheme by other persons;
 - 8.4. in a way which minimises the disturbance of other owners including but not limited to vibration, noise, dust and dirt;
 - 8.5. ensuring that the security of the property is maintained throughout the Removal;
 - 8.6. promptly and completely removing all rubbish from the property resulting from the Removal;
 - 8.7. keeping all areas of the Building as clean and tidy as possible;
 - 8.8. promptly repairing any damage to any part of the Building caused by the Removal.
9. The Owner is responsible for, and will bear all Costs.
10. Where the Owners Corporation has incurred Costs on behalf of an Owner, the Owners Corporation may recover those Costs from the Owner, including charging those Costs to the Owner's lot account as if they were a contribution under the *Strata Schemes Management Act 1996*, with all the same rights of recovery to apply.
11. In the event Lot(s) or Common Property is/are damaged because of the Removal, the Owner will pay the Costs of rectifying the damage.
12. The Owners Corporation reserves the right to direct the Owner to rectify any damage caused by the Removal and/or the breach of this by-law.
13. If the Owner fails to comply with Clause 12 above within 3 months of a written direction from the Owners Corporation to the Owner, then the Owners Corporation may:
- 13.1. enter upon any part of the Lot to carry out the work;
 - 13.2. carry out all work necessary to perform that obligation; and
 - 13.3. recover from the Owner any Costs relating to their carrying out of that work, including charging those Costs to the Owner's lot account as if those Costs were a contribution under the *Strata Schemes Management Act 1996*.
14. The Owner will sign all documents and do all things necessary to facilitate the carrying out of Clause 13 above.
15. The Owner will not claim upon the Owners Corporation's insurance in respect of anything arising out of the Works or the Remedial Works.
16. The Owner will Indemnify and will keep indemnified the Owners Corporation.

Removal Security Deposit

17. The Owners Corporation through the Executive Committee or Strata Manager may require the Owner to pay a Removal Security Deposit.
18. Subject to clause 19 below, the Removal Security Deposit will be refunded to the Owner at the conclusion of the Removal.
19. If Lot or Common Property is damaged because of the Removal, the Owners Corporation may, in its discretion, use the Removal Security Deposit to meet part or all of the costs of repair.

[Handwritten Signature]



20. If the costs of repair exceed the Removal Security Deposit the balance paid by the Owners Corporation will be charged to the Owner's lot account as if it were a contribution under the *Strata Schemes Management Act 1996*.
21. If the costs of repair are less than the Removal Security Deposit the Owners Corporation will refund the balance of the Removal Security Deposit to the Owner.



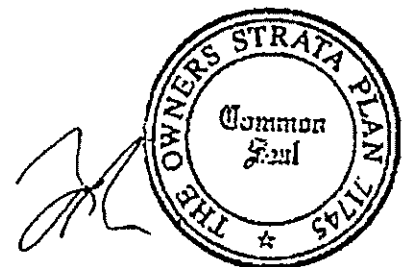
ANNEXURE "B" TO CHANGE OF BY-LAWS FORM 15CB-SP71745

On 23rd March 2015, the Owners Corporation, by the Owners in Extraordinary General Meeting, moved and passed a motion and it was specially resolved that the Owners Corporation create and lodge for registration with the Registrar-General under the common seal of the Owners Corporation a special by-law, the provisions of which are set out below:-

SPECIAL BY-LAW NO. 18

**BEHAVIOUR OF OWNERS AND/OR
OCCUPANTS WITHIN THE COMMON
PROPERTY**

An owner/occupier or invitee of a lot when on common property must not use language or behave in an intimidating or threatening manner likely to cause offense or embarrassment to the owner/occupier or invitee of another lot or to any person lawfully using common property.



Form: 15CB
Licence: 1034A/404/96

CHANGE OF BY-L
New South Wales
Strata Schemes Management /
Real Property Act 1900



AA360739C

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

(A) TORRENS TITLE

CP/SP 53410

(B) LODGED BY

Delivery Box 662Y	Name, Address or DX and Telephone Andreones, Lawyers DX 718 SYDNEY Tel: 8267 6100 - Fax: 8267 6101 REFERENCE: 30759 J. 30759	CB
----------------------	--	-----------

(C) The Owners-Strata Plan No. 53410 certify that pursuant to a resolution passed on 15 December 2003 and in accordance with the provisions of -

- (D) ~~section 54 of the Community Land Management Act 1989~~
- ~~section of the Strata Schemes (Freehold Development) Act 1973~~
- section 52 of the Strata Schemes Management Act 1996
- order No. of the Strata Schemes Adjudicator
- order No. of the Strata Schemes Board

the by-laws are changed as follows:

- (E) ~~Repealed by law No.~~
- Added by-law No. SPECIAL BY-LAW NO.25
- ~~Amended by law No. as fully set out below.~~

(See Annexure)

(F) The common seal of the Owners-Strata Plan No. 53410 was affixed on 21 JANUARY 2004 in the presence of

Signature(s) Broadley

Name(s) (use block letters) BEVERLY BROADLEY
being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



Checked by (LPI NSW use)

ANNEXURE TO CHANGE OF BY-LAWS

SPECIAL BY-LAW NO. 25

LOT 12 AIR-CONDITIONING

RIGHTS

The Owner will have a special privilege in relation their Air-conditioning unit and Air-conditioning works subject to the following conditions.*

CONDITIONS

1. The Owner must Maintain their Air-conditioning unit.
2. Before commencing the Air-conditioning works, the Owner must provide the Required Documents, obtain Approval and Insure.
3. While carrying out the Air-conditioning works, the Owner must comply with the Works Requirements.
4. After completing the Air-conditioning works, the Owner must Certify and Maintain.
5. At all times, the Owner must Indemnify and accept Liability and acknowledge that if the Owner fails to comply with any obligation under this by-law, THEN the owners corporation may take steps to Remedy.

* See explanatory notes

Explanatory Notes

These notes form part of this by-law.

Where any of the by-law terms are defined in the Strata Schemes Management Act 1996 (Act), they will have the same meaning as those words are attributed under the Act.

Words imparting the singular include the plural and vice versa.

The common seal of the Owners-Strata Plan No. 53410
was affixed on 21 JANUARY 2004 in the presence of

Signature(s) Broadley

Name(s) [use block letters] BEVERLY BROADLEY

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



Owner means the registered Owner of lot 12 in the strata scheme.

Air conditioning unit means the air-conditioning unit installed by the Owner (at the Owner's cost and to remain the Owner's fixtures) before the date of the making of this by-law with the prior written consent of the owners corporation and described as follows:

- 1 x Daikin Model FDY71LV1/RV71 reverse cycle ducted air conditioning system
 - (capacity 8.3kW cooling, 9.1kW heating, Airflow 590 litres per second)
 - ductwork - flexible, insulated
 - outlets - 4 x ceiling diffusers
 - air "on" via 5m fire-rated, flexible duct to roof penetration with "chinaman's hat" cover and 14" intake fan
 - air "off" via 4m fire-rated, flexible duct to roof penetration with "chinaman's hat" cover and 12" exhaust fan
 - internal return air grille, egg-crate type with washable filter in one bedroom
 - electronic control station and time clock (manufacturer standard)

Air-conditioning works means the addition of a fresh air intake to the roof space via an additional penetration and the installation of a standard circular mobile roof top ventilator and associated ducting in lot 12 and the common property (including all ancillary structures) undertaken by the Owner (at the Owner's cost and to remain the Owner's fixtures).

Maintain means the Owner must properly maintain and keep their Air-conditioning unit and the Air-conditioning works and the common property to which the Air-conditioning unit and Air-conditioning works are erected or attached in a state of good and serviceable repair and replace the Air-conditioning unit and Air-conditioning works if considered necessary by the owners corporation.

Condition 2 - Before commencing Air-conditioning works

Required Documents means the plans, drawings, diagrams, and any other documents reasonably required by the owners corporation and relevant to the Air-conditioning works which the Owner must submit to the owners corporation.

Approval means approvals the Owner must obtain for the Air-conditioning works from all relevant statutory authorities and an engineer nominated by the owners corporation (if considered necessary by the owners corporation).

The common seal of the Owners-Strata Plan No. 53410 was affixed on 21 JANUARY 2004 in the presence of

Signature(s) Broadley

Name(s) [use block letters] BEVERLY BROADLEY

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



Insure means the Owner must effect and maintain contractors all works insurance, insurance required under the Home Building Act 1989, workers compensation insurance and public liability insurance in the amount of \$10,000,000 in the joint names of the Owner and owners corporation.

Condition 3 - While carrying out Air-conditioning works

Works Requirements means the following requirements (and any other requirements determined by the owners corporation with respect to carrying out the Air-conditioning works from time to time) which the Owner must comply with (at their cost) when carrying out the Air-conditioning works.

The Owner must:

- o transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the owners corporation,
- o protect all affected areas of the building outside their lot from damage by the Air-conditioning works or the transportation of construction materials, equipment, debris,
- o keep all affected areas of the building outside their lot clean and tidy throughout the performance of the Air-conditioning works,
- o only perform the Air-conditioning works at the times approved by the owners corporation,
- o not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building,
- o remove all debris resulting from the Air-conditioning works immediately from the building, and
- o comply with the requirements of the owners corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Air-conditioning works.

The Owner must also ensure that the Air-conditioning works are carried out:

- o in a proper and workmanlike manner and by duly licensed contractors; and
- o in accordance with the drawings and specifications approved by the local council (if applicable) and the owners corporation.

The common seal of the Owners-Strata Plan No. 53410 was affixed on 21 JANUARY 2004 in the presence of

Signature(s)

Beverly Broadley

Name(s) [use block letters] BEVERLY BROADLEY
being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



Condition 4- After carrying out Air-conditioning works

Certify means the Owner must obtain certification for the Air-conditioning works from the engineer nominated by the owners corporation (if considered necessary by the owners corporation).

Condition 5 - At all times

Indemnify means the Owner must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of the performance, maintenance or replacement of the Air-Conditioning unit or the Air-conditioning works on the common property and/or for all costs of considering and making this by-law or obtaining certification of the Air-conditioning works incurred by the owners corporation (including legal costs) and will pay those amounts to the owners corporation upon request.

Liability means the Owner's liability for any damage caused to any part of the common property as a result of the erection, attachment or removal of the Air-Conditioning unit or the Air-conditioning works to the common property and the responsibility to make good that damage immediately after it has occurred.

Remedy means the owners corporation's right to:

- o carry out all work necessary to perform that obligation,
- o enter upon any part of the parcel to carry out that work, and
- o recover the costs of carrying out that work from the Owner as a debt (and include reference of that debt on levy notices and any other levy reports or information) and the Owner acknowledges that any debt for which the Owner is liable under this by-law, is due and payable on written demand or at the direction of the owners corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

The common seal of the Owners-Strata Plan No. 53410
was affixed on 21 January 2004 in the presence of

Signature(s) Broadley

Name(s) [use block letters] BEVERLY BROADLEY

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



Form: 97-15CB
Licence: 1034A/404/96

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



8365757X

(A) TORRENS TITLE

CP/SP 53410

(B) LODGED BY

LPI NSW Box
662Y

Name, Address or DX and Telephone
Andreones, Lawyers
DX 718 SYDNEY
Tel: 8267 6100 - Fax: 8267 6101
REFERENCE: 16255

CB

(C) The Owners-Strata Plan No. 53410 certify that pursuant to a resolution passed on 5 December 2001 and in accordance with the provisions of -

- (D) ~~section 54 of the Community Land Management Act 1989~~
- ~~section of the Strata Schemes (Freehold Development) Act 1973~~
- section 52 of the Strata Schemes Management Act 1996
- ~~order No. of the Strata Schemes Adjudicator~~
- ~~order No. of the Strata Schemes Board~~

*Registered 18-2-02
dealing no: 8365757*

the by-laws are changed as follows:

(E) Repealed by law No.

Added by-law No. SPECIAL BY-LAW NO.24

Amended by law No. as fully set out below.

SPECIAL BY-LAW NO.24

BY-LAW FOR INSTALLATION OF AIR-CONDITIONERS

A. DEFINITIONS

i) In this by-law, the following terms are defined to mean:

(See Annexure)

(F) The common seal of the Owners-Strata Plan No.53410

was affixed on 02.02.2002 in the presence of

Signature(s) *Jo Payne Trisha Latzpatrick*

Name(s) [use block letters] *Jo Payne TRISHA LATZPATRICE*

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



Checked by (LPI NSW use) *CR*

ANNEXURE TO CHANGE OF BY-LAWS

"Owners" means each of the owners of lots 1-9 (inclusive), 13, 16-18 (inclusive).

"Air-conditioning Works" means the alterations and additions undertaken by the Owners to install a split system air-conditioner to their respective lots and so much of the adjoining common property as is necessary (including all ancillary structures).

"Community Association" means the community association DP270101.

- ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed under that Act.

B. RIGHTS

- iii) Subject to the conditions in paragraph C of this by-law, the Owners will have:
- a special privilege in respect of the common property to perform the Air-conditioning Works and to keep the Air-conditioning Works to and on the common property; and
 - the exclusive use of those parts of the common property occupied by the Air-conditioning Works.

C. CONDITIONS

Approval

- iv) Before commencing the Air-conditioning Works, the Owners must obtain the approval for the performance of the Air-conditioning Works from:
- the owners corporation in writing;
 - the executive committee of the Community Association in writing;
 - (if necessary) the relevant consent authority under the Environmental Planning and Assessment Act; and
 - any other relevant statutory authority whose requirements apply to the Air-conditioning Works.

The common seal of the Owners-Strata Plan No.53410
was affixed on 02.02.2002... in the presence of

Signature(s) *J. Payne / Tasha Fitzpatrick* ✓
Name(s) [use block letters] *J. Payne / TASHA FITZPATRICK* ✓

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



- v) In relation to lots 1,2,3,4,5,6,7,8,16,17 and 18:
 - a) the maximum capacity of the split system is two horse power (2HP); and
 - b) an additional electrical circuit must be installed for the air-conditioning unit at the expense of the relevant Owner.
- vi) In relation to lots 1,2,3,4,5,6,7 and 8, the external condenser must be located in the courtyard of each relevant lot and must be obscured by a plantation shutter style screen.
- vii) In relation to lots 17 and 18, the external condenser must be located on the balcony of each relevant lot and must be obscured by the balcony wall.
- viii) In relation to lot 16, the external condenser must be located in the rear courtyard and be obscured by a plantation shutter style screen.
- ix) In relation to lots 9 and 13:
 - a) the external condenser must be attached or erected on the common property wall space and the air space above the atrium upper verandah roofline of the lot;
 - b) the external condenser must be obscured by a plantation shutter style screen; and
 - c) an additional electrical circuit must be installed for the air-conditioning unit at the expense of the relevant Owner.

Maintenance

- x) The Owners must properly maintain and keep the common property to which the Air-conditioning Works are erected or attached in a state of good and serviceable repair.
- xi) The Owners must properly maintain and keep the Air-conditioning Works in a state of good and serviceable repair and must replace the Air-conditioning Works as required from time to time.

The common seal of the Owners-Strata Plan No.53410 was affixed on 07.02.2007 in the presence of

Signature(s) *J. Poynter Trisha Litmanice*

Name(s) (use block letters) *J. Poynter TRISHA LITMANICE*

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



- xii) To the extent that s 62(3) is applicable, the owners corporation determines it is inappropriate to maintain, renew, replace or repair any common property affected by the Air-conditioning Works proposed under this by-law.

Documentation

- xiii) Before commencing the Air-conditioning Works the Owners must submit to the owners corporation the following documents relating to the Air-conditioning Works:
- a) plans and drawings;
 - b) specifications;
 - c) structural diagrams; and/ or
 - d) any other document reasonably required by the owners corporation.

Insurance

- xiv) Before commencing the Air-conditioning Works the Owners must effect the following insurances in the joint names of the Owner and owners corporation:
- a) contractors all works insurance;
 - b) insurance required under the Home Building Act 1989 (if required);
 - c) workers compensation insurance; and
 - d) public liability insurance in the amount of \$10,000,000.

Performance of Works

- xv) In performing the Air-conditioning Works, the Owners must:
- a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the owners corporation;
 - b) protect all areas of the scheme outside their lot from damage by the Air-conditioning Works or the transportation of construction materials, equipment, debris;
 - c) keep all areas of the building outside their lot clean and tidy throughout the performance of the Air-conditioning Works;

The common seal of the Owners-Strata Plan No.53410

was affixed on 22/02/2002 in the presence of

Signature(s)

Name(s) [use block letters]

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



- d) only perform the Air-conditioning Works at the times approved by the owners corporation;
- e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
- f) remove all debris resulting from the Air-conditioning Works immediately from the building; and
- g) comply with the requirements of the owners corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Air-conditioning Works.

Liability

- xvi) In respect of their lot, the Owners will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Air-conditioning Works to the common property and will make good that damage immediately after it has occurred.

Indemnity

- xvii) In respect of their lot, the Owners must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of the performance, maintenance or replacement of the Air-conditioning Works on the common property including liability under section 65(6) in respect of any property of the Owner.

Cost of Works

- xviii) The Air-conditioning Works must be undertaken at the cost of the Owners.

Licensed Contractor

- xix) The Air-conditioning Works shall be done in a proper and workmanlike manner and by duly licensed contractors.

Statutory Directions

- xx) In performing the Air-conditioning Works the Owners must comply with all directions, orders and requirements of all relevant statutory authorities and shall ensure and be responsible for compliance with such directions, orders and requirements by the owners servants; agents and contractors.

The common seal of the Owners-Strata Plan No.53410

was affixed on 02.02.2002 in the presence of,

Signature(s) Jo. Poynter TRISHA LIZ PATRICK

Name(s) [use block letters] Jo. Poynter TRISHA LIZ PATRICK

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



Owners Fixtures

xxi) The Air-conditioning Works shall remain the Owners' fixtures.

Right to Remedy Default

xxii) If the Owners fails to comply with any obligation under this by-law, THEN the owners corporation may:

- a) carry out all work necessary to perform that obligation;
- b) enter upon any part of the parcel to carry out that work; and
- c) recover the costs of carrying out that work from the defaulting Owner.

The common seal of the Owners-Strata Plan No.53410
was affixed on 02.02.2002 in the presence of

Signature(s) Jo Lynke Tushakipakue

Name(s) [use block letters] Jo Lynke TRISHA FITSPATRICK

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

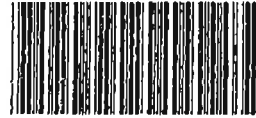


97-15CB



CHANGE OF BY-LAW

Strata Titles Act 1973
Real Property Act 1900



2574565 R

(A) COMMON PROPERTY
REFERENCE TO TITLE

CP/SP 53410

(B) LODGED BY

B

L.T.O. Box 605m	Name, Address or DX and Telephone LEGALITIES PTY. LIMITED DX 725 SYDNEY PH: 221 8669	CB
REFERENCE (max. 15 characters): HARRIS: JENNY		

(C) THE PROPRIETORS of STRATA PLAN ...53410..... certify that pursuant to a resolution passed on ...29 September, 1996
and in accordance with the provisions of section ...58(2)..... of the Strata Titles Act 1973 /Order No.
of the Supreme Court of New South Wales /Order No. of the Strata Titles Board, the by-laws are changed as follows:

(D) REPEALED BY-LAW No. ...12-29.....
INSERTED / ADDED BY-LAW No. ...Special By-Laws 1 to 23.....
..... as fully set out below.

See Annexure "A"



(E) The Common Seal of The Proprietors - Strata Plan No. 53410
was affixed on ...25 October 1996... in the presence of

[Signature]
Signature of Witness
WALTER PATTERSON
Name of Witness - BLOCK LETTERS

SIGNED by DYNAMIC PROPERTY SERVICES
PTY LIMITED (ACN 002 006 780) by its
attorney WALTER PATTERSON duly appointed
by Power of Attorney dated 18th July 1996
and who hereby states that he has not
received any notice of the revocation of
such Power of Attorney.
(Registered Book 4199 No. 734)

being the person authorised by section 55 of the Strata Titles Act 1973 to
attest the affixing of the seal.

witnessed by
Debbie Harris
[Signature]

CHECKED BY (Office use only)

06941.T0

26

(1)

COUNCIL'S CERTIFICATE (s. 66(5))

I certify that the Council of has approved the change of by-laws set out herein.
DATE
APPLICATION No. Authorised Officer

INSTRUCTIONS FOR COMPLETION

1. This form must be completed clearly and legibly in permanent, dense, black or dark blue non-copying ink. If using a dot-matrix printer the print must be letter-quality.
2. Do not use an eraser or correction fluid to make alterations; rule through rejected material. Initial each alteration in the left-hand margin.
3. If the space provided at any point is insufficient you may annex additional pages. These must be the same size as the form; paper quality, colour, etc, should conform to the requirements set out in Land Titles Office Information Bulletin No. 19. The first and last pages must be signed by the person witnessing the affixing of the seal of the body corporate.
4. The following instructions relate to the marginal letters on the form.

(A) COMMON PROPERTY REFERENCE TO TITLE

Show the Reference to Title of the common property, for example "CP/SP12345" or "Volume 12345 Folio 111".

(B) LODGED BY

This section is to be completed by the person or firm lodging the dealing at the Land Titles Office.

(C) STRATA PLAN

Show the number of the Strata Plan, the date on which the resolution was passed, the relevant section of the Strata Titles Act 1973 and if appropriate the Supreme Court Order number. The following may be used as a guide:

A change of by-laws pursuant to section 58 (2) of the Act is one which does not create rights of exclusive use and enjoyment of, or special privileges in respect of, common property.

A change of by-laws pursuant to section 58 (11) of the Act is one which changes the terms of an order of a Strata Titles Board having the effect of a by-law and must accordingly be made pursuant to a unanimous resolution.

A change of by-laws pursuant to clause 15 of Schedule 4 of the Act is one which confirms rights of exclusive use and enjoyment of, or special privileges in respect of, common property where such rights were in existence (either pursuant to a resolution of the body corporate or a former by-law) prior to 1st July, 1974. The new by-law must indicate how it may be amended, added to or repealed.

Where the initial period has expired, a change of by-laws pursuant to section 58 (7) of the Strata Titles Act 1973 allows a body corporate, with the consent in writing of a proprietor and pursuant to a special resolution, to make a by-law conferring on that proprietor the exclusive use and enjoyment of, or special privileges in respect to, common property, or by special resolution to make a by-law amending, adding to or repealing any by-law previously made under the subsection.

Where the initial period has not expired, a change of by-laws pursuant to section 58 (7) of the Strata Titles Act 1973 must be authorised by the Supreme Court of New South Wales or the Strata Titles Board; see section 66 (1). The Supreme Court or Strata Titles Board Order number must be shown at note (C).

A by-law made pursuant to sections 66(3) and 58(7) of the Strata Titles Act 1973, before the initial period has expired, confers a right to park a vehicle on part of the common property. This section only allows the addition of a by-law and the Council's Certificate must be completed.

The Registrar General does not require the lodgment of a plan for the purpose of the allocation of rights of exclusive enjoyment of, or special privileges in respect of, common property unless it is referred to as an annexure in the by-law, in which case the plan must comply with the appropriate Real Property Act Regulations.

(D) REPEALED/INSERTED/ADDED BY-LAW NUMBER

By-laws additional to those already operating should be numbered consecutively commencing with the number next after the number allotted to the last by-law. Amendment of a by-law is effected by fully repealing the existing by-law and substituting the new by-law in the terms required.

(E) EXECUTION

The common seal of the body corporate must be affixed in the presence of the person(s) authorised by section 55 of the Strata Titles Act 1973 to attest the affixing of the seal. Show the number of the Strata Plan and the date on which the common seal was affixed. The appropriate section should be completed by the attesting witness.

(F) COUNCIL'S CERTIFICATE

The Certificate must be completed when a by-law is made pursuant to sections 66(3) and 58(7) before the initial period has expired.

The completed dealing must be lodged by hand at the Land Titles Office, Queen's Square, Sydney (adjacent to the Hyde Park Barracks) and must be accompanied by the relevant Certificate of Title for the Common Property.

If you have any questions about filling out this form, please call (02) 228-6666 and ask for Customer Services Branch.

ANNEXURE "A"

BY-LAWS

"By-Laws 12-29 of the Strata Titles Act, 1973 are repealed and the following by-laws added:

Special By- Law 1 Interpretation

1.1 In these by-laws, unless a contrary intention appears:

"Act" means the Strata Titles Act, 1973.

"Building" means the buildings constructed within the parcel.

"Community Association" means the community association constituted on registration of the Community Plan.

"Community Management Statement" means the statement registered with the Community Plan.

"Community Plan" means deposited plan no 270101

"Governmental Agency" means any governmental or semi-governmental administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

"Managing Agent" means the person appointed by the strata corporation as its managing agent and, if no person is for the time being so appointed, the secretary of the strata corporation.

"Security Key" means a key, magnetic card or other device used to open and close doors, gates or locks or to operate alarms, security systems or communication systems, in the parcel.

"Service Manager" means the person appointed by the strata corporation under special by-law 22.

1.2 In these by-laws, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of the by-laws;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;

- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other strata corporation and any Governmental Agency;
- (e) a reference to any thing includes a part of that thing;
- (f) a reference to any 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; and
- (g) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and assigns.

Special By-Law 2 Behaviour by proprietors and occupiers

- 2(1) A proprietor or occupier of a lot must not:
 - (a) create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property; or
 - (b) obstruct lawful use of common property by any person.
- 2(2) A proprietor or occupier of a lot when on common property or on any part of a lot so as to be visible or audible from another lot or from common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another lot or to any person using common property.

Special By-Law 3 Compliance with By-Laws

- 3(1) A proprietor or occupier of a lot must take all reasonable steps to ensure that invitees of the proprietor or occupier comply with these by-laws. If an invitee does not comply with these by-laws the proprietor or occupier must take all reasonable steps to ensure that the invitee immediately leaves the parcel.
- 3(2) A proprietor of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any proprietor or licensee or other occupier of the lot and invitees of that proprietor or occupier comply with these by-laws.

- 3(3) A proprietor or occupier of a lot must use reasonable care when admitting invitees to the parcel and must not allow them to remain on the common property unsupervised except to the extent reasonably necessary for the ingress and egress of the invitee.

Special By-Law 4 Compliance with laws

- 4(1) A proprietor or occupier of a lot must at the proprietor's or occupier's own expense promptly comply with all laws relating to the lot including without limitation, any requirements, notices and orders of any Governmental Agency.
- 4(2) A proprietor or occupier of a lot must not use the lot for any purpose that may impugn the good reputation of the strata scheme.

Special By-Law 5 Condition of a lot

5. A proprietor or occupier of a lot must keep the lot, including all glass in windows and all doors on the boundary of a lot and so much of such windows and doors as is common property, clean and in good repair.

Special By-Law 6 Appearance of a lot

6. The provisions of by-laws 9-12 of the Community Management Statement apply.

Special by-Law 7 Damage to common property

- 7(1) A proprietor or occupier of a lot must not do or permit anything including, without limitation, bring or permit to be brought into the parcel any heavy article, which might cause structural damage to the Building.
- 7(2) A proprietor or occupier of a lot must not do anything to damage or deface common property without the prior written consent of the strata corporation.
- 7(3) By-law 7(2) does not prevent a proprietor from installing any locking or screen or other safety device for protection of the proprietor's lot against intruders or to prevent entry of animals or insects into the lot **PROVIDED THAT** the locking or screen or other safety device is installed in a proper and workmanlike manner and subject to its appearance, after it has been installed, is in keeping with the appearance of the rest of the Building and is of a material type and colour approved by the Strata Corporation.

- 7(4) Notwithstanding section 68(1)(b) and (c) of the Act, the proprietor of a lot must maintain and keep in a state of good and serviceable repair and renew and replace as may be necessary or otherwise as reasonably required by the strata corporation, any installation referred to in clause 7(3) that services the lot.

Special By-Law 8 Moving of certain articles

- 8(1) A proprietor or occupier of a lot must not move any article likely to cause damage or obstruction through common property without first notifying the Managing Agent. The notice to the Managing Agent must be given in sufficient time to enable the Managing Agent to arrange for a representative of the strata corporation to be present if it is considered necessary.
- 8(2) A proprietor or occupier of a lot may only move an article likely to cause damage or obstruction through common property in accordance with directions of the Managing Agent.

Special By-Law 9 Prevention of damage to common property

- 9(1) A proprietor or occupier of a lot must not, without the prior written consent of the strata corporation, remove any article from the common property placed there by direction or authority of the strata corporation and must use all reasonable endeavours to ensure that such items are used only for their intended use and not damaged.
- 9(2) A proprietor or occupier of a lot must not, without the authority of the Managing Agent, interfere with the operation of any equipment installed in the common property.
- 9(3) A proprietor or occupier of a lot must not modify any existing air conditioning unit, ventilation system or associated ducting without the prior written consent of the strata corporation that consent not to be unreasonably withheld.

Special By-Law 10 Security of common property

10. A proprietor or occupier of a lot must not do or permit anything which may prejudice the security or safety of the parcel or Building and, without limitation, a proprietor or occupier of a lot must take all reasonable steps to ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use.

Special By-Law 11 Notification of defects

11. A proprietor or occupier of a lot must promptly notify the Managing Agent of any damage to or defect in the common property or any personal property vested in the strata corporation.

Special By-Law 12 Compensation to strata corporation

12. The proprietor or occupier of a lot will be liable to compensate the strata corporation in respect of any damage to the common property or personal property vested in the strata corporation caused by that proprietor or occupier or any lessee, licensee or invitee of that proprietor or occupier.

Special By-Law 13 Restricted use of common property

- 13(1) The council of the strata corporation must take all reasonable steps to ensure the security of the parcel from intruders and to preserve the safety of the parcel from fire or other hazard and if it considers it necessary or desirable must, without limitation:

- (a) close off or restrict by means of Security Keys access to any part of the common property not required for access to a lot on either a temporary or permanent basis;
- (b) permit, to the exclusion of proprietors and occupiers, any designated part of the common property to be used by any security person as a means of monitoring the security of the parcel, either solely or in conjunction with any other parcel;
- (c) restrict by means of Security Key the access of proprietors and occupiers of one level on the Building to any other level of the Building.

- 13(2) The council of the strata corporation may make rules and regulations relating to ensuring the security of the parcel from intruders.

Special By-Law 14 Security Keys

- 14(1) If the council of the strata corporation restricts the access of proprietors and occupiers under by-law 13 the council may make available to proprietors free of charge the number of Security Keys the council of the strata corporation considers necessary. The council of the strata corporation may charge a reasonable fee for any additional Security Key required by a proprietor.

- 14(2) A proprietor of a lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any occupier of a lot and must take all reasonable steps, including without limitation, an appropriate agreement in any lease or licence of the lot to ensure return of the Security Key to the proprietor or the council of the strata corporation.
- 14(3) A proprietor or occupier of a lot in possession of a Security Key must not duplicate or permit the Security Key to be duplicated and must take all reasonable steps to ensure that the Security Key is not lost or handed to any person other than another proprietor or occupier and is not disposed of otherwise than by returning it to the proprietor or the council of the strata corporation.
- 14(4) A proprietor or occupier of a lot must promptly notify the strata corporation if a key is lost or destroyed.

Special By-Law 15 Garbage

15. The provisions of by-law 20 of the Community Management Statement apply. The proprietor or occupier of a lot shall separate all recyclable materials and place all garbage and sorted recyclable materials in appropriate containers provided by the Strata Corporation on Common Property or the Community garbage compound as directed by the Managing Agent.

Special By-Law 16 Storage of flammable liquids

16. A proprietor or occupier of a lot must not use or store on a lot or on common property and flammable chemical, liquid, gas or other material other than chemicals, liquids or gases or other material used or intended to be used in connection with domestic purposes other than as provided in by law 30 of the Community Management Statement.

Special By-Law 17 Insurance Premises

17. A proprietor or occupier of a lot must not, without the prior written consent of the strata corporation do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the strata corporation.

Special By-Law 18 Signs

18. The provisions of by-law 8 of the Community Management Statement apply.

Special By-Law 19 Animals

19. The provisions of by-law 25 of the Community Management Statement apply. A proprietor or occupier of a lot or an invitee must not permit an animal (other than a goldfish or other "aquarium type fish" wholly contained in a fish tank) to be on Common Property or within a Strata lot, other than with the prior written consent of the Body Corporate. Approval must not be granted other than to a proprietor or occupier of a lot which incorporates a courtyard or terrace.

Special By-Law 20 Consent of strata corporation

20. A consent given by the strata corporation under these by-laws will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the proprietor or occupier of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

Special By-Law 21 Complaints and applications

21. Any complaint or application to the strata corporation or its council must be addressed in writing to the Managing Agent.

Special By-Law 22 Services Agreement

- 22(1) The strata corporation, in addition to the powers and authorities conferred on it by or under the Act and any by-law, has the power and authority to appoint and enter into an agreement with a person to provide for the management, control and administration of the parcel which agreement may provide for:
- (a) a term of 2 years, with rights for early determination by either the strata corporation or the Service Manager;
 - (b) the cleaning, caretaking, supervision and service of the common property and any personal property vested in the strata corporation and for the general repair, maintenance, renewal or replacement of that property;
 - (c) the control and supervision of the common property;
 - (d) the arbitration of disputes between the strata corporation and the Service Manager; and

(e) anything else which the strata corporation agrees is necessary or desirable having regard to the operational and management requirements of the strata corporation;

22(2) At the expiration of an agreement entered under special by-law 22(1) the strata corporation may enter into a further agreement under that special by-law.

22(3) The strata corporation may not without the written consent of the Service Manager enter into more than one agreement under special by-law 22(1) at any one time.

Special By-Law 23 Washing

23 The provisions of by-law 24 of the Community Management Statement apply.