

SP76945

**THE OWNERS – STRATA PLAN NO.**

The following are the by-laws that the vendor may register pursuant to section 41(2) with the Registrar General upon registration of the Strata Plan. In this annexure, all references to sections are reference to sections of the Strata Schemes Management Act 1996.

**1. NOISE**

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

**2. VEHICLES**

- 2.1 An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or in a visitor carparking space except with the written approval of the owners corporation.
- 2.2 An owner, occupier or an invitee of an owner or occupier must not under any circumstances, wash or perform any mechanical duties to their motor vehicle on common property. This by-law does not preclude the washing of motor vehicles on the common property designated as "Car Wash Bay" on the Strata Plan.

**3. OBSTRUCTION OF COMMON PROPERTY**


- 3.1 An owner or occupier of a lot must not obstruct the lawful use of common property by any person.

**4. DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY**

- 4.1 An owner or occupier of a lot must not:
- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
  - (b) use for his or her own purposes as a garden any portion of the common property.

**5. DAMAGE TO COMMON PROPERTY**

- 5.1 An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.
- 5.2 An approval given by the owners corporation under by-law 5.1 cannot authorise any additions to the common property.
- 5.3 This by-law does not prevent an owner or person authorised by an owner from installing:
- (a) any locking or other safety device for protection of the owner's lot against intruders, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children.
- 5.4 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner in accordance with all building and fire regulations and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

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5.5 Despite section 62, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 5.3 that forms part of the common property and that services the lot.

## 6. BEHAVIOUR OF OWNERS AND OCCUPIERS

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

## 7. CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING

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

## 8. BEHAVIOUR OF INVITEES

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

## 9. DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY

9.1 An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

## 10. DRYING OF LAUNDRY ITEMS

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

## 11. CLEANING WINDOWS AND DOORS

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

## 12. STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

12.1 An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

12.2 This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or the material in a fuel tank of a motor vehicle or internal combustion engine.

## 13. MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH THE COMMON PROPERTY

13.1 An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the Executive Committee so as to enable the Executive Committee to arrange for its nominee to be present at the time when the owner or occupier does so.

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## 14. FLOOR COVERINGS

- 14.1 An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- 14.2 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory, bathroom or any other area that is either parquetry or tiled at the time of the registration of the strata plan.

## 15. GARBAGE REMOVAL

- 15.1 An owner or occupier of a lot:
- (a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage,
  - (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained,
  - (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time at which garbage is normally collected,
  - (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph 15.1(a),
  - (e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
  - (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

## 16. KEEPING OF ANIMALS

- 16.1 An owner or occupier of a lot must not raise, breed or keep dogs, cats, birds, animals, livestock or poultry (collectively "Animals") on its lot without the prior written consent of the owners corporation which consent may be withdrawn in circumstances where the owners corporation reasonably considers the keeping of any such Animal may interfere with the quiet enjoyment of another lot by its owner or occupier.
- 16.2 A lot owner who, when first taking possession of its lot, has an animal which is a pet, may, with the prior written approval of Meriton or the owners corporation, keep that Animal on its lot but on its death is not entitled to replace that animal unless consent has been obtained from the owners corporation in accordance with by-law 16.1.
- 16.3 Each lot owner and occupier is absolutely liable to each other lot owner and occupier and their respective guests and invitees, for any unreasonable nuisance, noise or injury to any person or damage to property caused by any Animal brought or kept upon the parcel by the lot owner or occupier or by its invitees.
- 16.4 Each lot owner and occupier is absolutely responsible to clean up after any Animal brought or kept upon the parcel by them or their invitees.

## 17. APPEARANCE OF LOT

- 17.1 The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from



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outside the lot, is not in keeping with the rest of the building. This includes the illumination of a lot to a noticeably higher level than that which exists in the rest of the building.

## 18. NOTICE BOARD

18.1 The owners corporation must cause a notice board to be affixed to some part of the common property.

## 19. CHANGE IN USE OF LOT TO BE NOTIFIED

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

## 20. PROVISION OF AMENITIES OR SERVICES

20.1 The proprietor and the occupier of a lot shall maintain the lot in a clean and tidy condition and free of vermin and, without limiting the generality of this by-law, shall clean the filters of any rangehood installed in the lot of grease at least every three months.

20.2 For the purpose of inspecting the lot, the owners corporation may by its agents, servants or contractors enter the lot at any reasonable time on notice given to any occupier of the lot.

## 21. USE OF LIFTS

21.1 The proprietor or occupier of a lot shall not convey nor allow the conveyance in the lift of any push bike or surfboard or other object likely to damage or dirty the interior of the lift.

## 22. MAINTENANCE OF BUILDING AND COMMON PROPERTY

22.1 The owners corporation in addition to the powers and authorities conferred on it by or under the Strata Titles Act, 1973, the Strata Schemes Management Act 1996 as amended and these by-laws, shall have the power and duty to:

- (a) replace the enclosure of the lifts every 8 years,
- (b) paint the outside of the building on at least one occasion in every period of 7 years,
- (c) replace the carpet in the common property of the building every 7 years,
- (d) repaint the inside of the building every 5 years,
- (e) replace all fittings in the common property of the building every 5 years,
- (f) repaint and refurbish the pool and pool areas every 4 years,
- (g) replace the carpet in the lifts every 3 years,
- (h) reseal the concrete driveways every 3 years,
- (i) overhaul and repair all gymnasium equipment every 2 years, and
- (j) clean all windows and window frames every 6 months,.

22.2 Before performing or appointing any person to perform any inspection of the common property, the owners corporation will, at meeting convened by the executive committee for which 28 days notice has been given, obtain a special resolution confirming that the inspection is in the best interests of owners as a whole. Any proxy instrument exercised must expressly state that the proxy is authorised to vote on a matter under this by-law 22.2.

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## 23. RECREATION CENTRE

- 23.1 In this by-law "Recreation Centre" refers to the recreation centre located on level 2 of SP71118 and includes, without limit, the pool, the spa, the sauna and the pool area, within that parcel.
- 23.2 The proprietor or occupier of a lot shall not use nor allow the use of the Recreation Centre between 10pm and 6am.
- 23.3 The proprietor or occupier of a lot shall not allow the use of the Recreation Centre by his invitees except when accompanied by the proprietor or occupier.
- 23.4 An owner or occupier of a lot must ensure that an adult exercising effective control accompanies any children who are in their care when the children are in the Recreation Centre.
- 23.5 The owners corporation of SP71118 may make rules regarding the Recreation Centre.
- 23.6 Except where provided elsewhere to the contrary, the proprietor or occupier of a lot shall not do any of the following, nor allow them to be done, in the Recreation Centre:
- (a) smoking, eating or drinking,
  - (b) consuming alcohol,
  - (c) using bottles or glass,
  - (d) running, jumping or diving,
  - (e) using balls, boogie boards or large inflated objects,
  - (f) using soap, bubble bath or shampoo,
  - (g) be inadequately clothed, and
  - (h) nude bathing.
- 23.7 The proprietor or occupier of a lot must and ensure that their invitees must comply with any rules made under by-law 23.5 and comply with any agreement, deed or instrument (including without limit positive covenants and easements) applicable in respect of the Recreation Centre.

## 24. AIR CONDITIONING

- 24.1 The proprietor of a lot shall maintain any air-conditioning facilities or equipment that are within the lot and do not form part of the common property, in a state of good and serviceable repair, and for this purpose shall renew or replace them whenever necessary.
- 24.2 The owners of lots 24 and 25 may have a special privilege and right of exclusive use extending over parts of the common property for the purpose of erecting and maintaining air conditioning plant and equipment. The plant and equipment may be located only as follows:

Lots 24 and 25      on level 10 roof area

Lot 84              on the adjacent level 3 bicycle storage area.

In respect of its own plant and equipment the owner of each lot noted above shall be responsible for:

- (a) proper maintenance and keeping it in a state of good and serviceable repair,
- (b) installation and removal;
- (c) replacement at reasonable intervals or as necessary;



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- (d) making good any damage to the common property caused by installation or removal of related items such as pipes, wires, bolts or screws;
- (e) insurance for property damage and public liability;
- (f) payment for electricity consumed; and
- (g) all other expenses arising directly or indirectly therefrom.

The owner of each lot noted above may pass pipes, wires or other items through common property walls and floors in order to facilitate the operation of the plant and equipment.

- 24.3 Without limiting the generality of this by-law, the proprietor shall have any such facilities or equipment regularly serviced by a duly qualified contractor, and the filters of any such facilities or equipment cleaned every 6 months.

## 25. FACILITIES

Except where provided to the contrary in these by-laws, any registered proprietor of a lot who is not an occupier of a lot shall not be entitled to use any of the facilities of the owners corporation.

## 26. COMMERCIAL SIGNS

- 26.1 The registered proprietor or occupier of a commercial lot shall be entitled to place on the common property a sign (1 only) advertising the availability of the commercial premises for sale or lease.
- 26.2 All commercial signage in the development must be of identical size and dimensions.
- 26.3 The owners corporation shall have the right to remove any signage that does not comply with this by-law.

## 27. CONSENT TO USE

- 27.1 The owners corporation must grant consent to the use of any of the retail or commercial premises in the Strata Plan provided that the proposed use is lawful and all relevant statutory approvals have been obtained.
- 27.2 The owners corporation must sign and execute all documents that are reasonably required by a proprietor to give full effect to this by-law.

## 28. CARETAKER

- 28.1 The owners corporation may engage a person (the 'caretaker') to have responsibility in relation to the control, management and administration of the common property.
- 28.2 Any agreement with a caretaker ('caretaker agreement') may include terms relating to the following:
- (a) caretaking, supervising and servicing the common property to a standard consistent with use of lots in the scheme as high class residential apartments,
  - (b) supervising the cleaning, repair, maintenance, renewal or replacement of common property and any personal property vested in the owners corporation,
  - (c) providing services to the owners corporation, owners and occupiers including, without limitation, the services of a handy person, room cleaning and servicing, food and non-alcoholic drink service,
  - (d) supervising owners corporation employees and contractors,
  - (e) providing cleaning, pool cleaning and gardening services to the owners corporation,

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- (f) supervising the strata scheme generally,
- (g) anything else reasonably necessary (including granting any consent, entering into any agreement or executing any document) to assist the caretaker perform its duties and exercise its powers in relation to the control, management and administration of the common property.

28.3 The owners corporation may provide any consent necessary to, or requested by, the caretaker, including:

- (a) any consent necessary to enable the caretaker to perform the duties described in the caretaker agreement,
- (b) consent to the mortgage or other encumbrance of the caretaker's rights and obligations under the caretaker agreement whether required by:
  - (i) the caretaker, or
  - (ii) the caretaker's financier, or
- (c) consent to deferring termination of the caretaker agreement until the caretaker or its financier has had the opportunity to remedy the relevant default.

28.4 The owners corporation may:

- (a) grant any consent given under by-law 28.3 with such conditions as are reasonably requested by the caretaker,
- (b) execute any deed or other document necessary to give effect to a consent granted under by-law 28.3,
- (c) agree to vary the caretaker agreement with the written consent of the caretaker,
- (d) pay the caretaker the remuneration, fees and other consideration specified in the caretaker agreement,
- (e) acknowledge that any caretaker or its financier is relying upon the owners corporation's consent,
- (f) grant the caretaker an exclusive right of use and enjoyment, or special privileges in respect of, the whole or a specified part of the common property ('caretaker's area'), provided that:
  - (i) the caretaker's area is the area specified in a plan:
    - (A) attached to these by-laws,
    - (B) attached to the caretaker agreement, or
    - (C) executed on behalf of either the owners corporation or executive committee and the caretaker,
  - (ii) the caretaker is responsible for the maintenance and upkeep of the caretaker's area at its own cost,
  - (iii) the owners corporation will pay operating costs in relation to the caretaker area, and
  - (iv) this by-law 28.4(f) may only be varied or repealed with the prior written consent of the caretaker, and
- (g) do anything else reasonably necessary (including granting any consent, entering into any agreement or executing any document) to assist the caretaker perform its duties and exercise its powers in relation to the control, management and administration of the common property.



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28.5 The owners corporation may not, without the prior written consent of any current caretaker:

- (a) enter into more than 1 caretaker agreement, or
- (b) vary or repeal this by-law.

28.6 The owner or occupier of a lot must not:

- (a) interfere with or obstruct the caretaker from performing the caretaker's duties under the agreement referred to in this by-law 28,
- (b) interfere with or obstruct the caretaker from using any part of the common property designated by the owners corporation for use by the caretaker, or
- (c) on any lot or the common property (except a lot owned by the caretaker) without the written consent of the caretaker (of if there is no caretaker, then the owners corporation) conduct or participate in the conduct of the business of on-site caretaker.

## 29. LETTING BUSINESSES

29.1 The owner or occupier of each lot (except a lot owned by the caretaker) must not on any lot or the common property, except with the written consent of the caretaker (or if there is no caretaker then the owners corporation), conduct or participate in the conduct of:

- (a) the business of a letting agent, or
- (b) the business of a pooled rent agency, or
- (c) any other business activity that is either:
  - (i) an activity identical or substantially identical with any of the services relating to the management, control and administration of the parcel referred to in this by-law and/or any agreement, and/or
  - (ii) an activity identical or substantially identical with any of the services provided to owners and occupiers of lots referred to in this by-law and/or any agreement and/or
  - (iii) an activity identical or substantially identical with any of the services relating to the letting of Lots referred to in this by-law and/or any agreement.

29.2 The owners corporation must not, without the written consent of the caretaker, vary or revoke this by-law 29.

29.3 The owners corporation may provide any consent necessary to, or requested by, the caretaker, including to the caretaker erecting signs in or about the common property for the purpose of promoting the letting, property management and sales service of the caretaker.

29.4 Intentionally deleted.

## 30. STOREROOM

30.1 Meriton Apartments Pty Limited ABN 75 000 644 888 ("Meriton") shall have the following rights in respect of the common property storeroom as indicated on the strata plan (the "Storeroom") for a period of 3 years from the date of registration of the strata plan:

- (a) a right of exclusive use and enjoyment of the Storeroom, and
- (b) the right to store materials necessary for maintenance works to the common property and units within the building in the Storeroom.

30.2 Meriton is responsible for the maintenance and upkeep of the Storeroom.





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## 31. ACCESS KEY

31.1 If the owners corporation restricts access to parts of the common property, the owners corporation may give an owner or occupier of a lot an "access key". The owners corporation may charge an owner of a lot a fee for the cost and administration and charge a bond for extra or replacement access keys. This bond is refunded to the owner on return of the access key.

31.2 An owner or occupier of a lot must:

- (a) take all reasonable steps not to lose access keys,
- (b) return all access keys to the owners corporation if they are not needed or if any occupier of a lot vacates the building,
- (c) notify the strata manager immediately if an access key is lost.

31.3 An owner of a lot that leases or licenses their lot must notify the owners corporation in writing of the name or names of the occupiers of the lot to whom an access key has been issued and must include a requirement in the lease or licence that the occupier of the lot must return the access keys to the owners corporation when they move out of the building.

31.4 An owner or occupier of a lot must not:

- (a) copy an access key
- (b) give access keys

31.5 Access keys belong to the owners corporation.

## 32. BALCONIES

32.1 An owner or occupier may keep planter boxes, pot plants, occasional furniture and outdoor recreational equipment on the balcony or terrace of their lot, but only if:

- (a) it will not cause damage, or is not likely to cause damage, or
- (b) it is not dangerous, a nuisance or a hazard.

32.2 The owners corporation may require an owner or occupier, at its expense, to remove items from the balcony or terrace if the appearance of the lot is not keeping with the rest of the building.

32.3 If there are planter boxes on within a terrace or balcony of a lot, the owner or occupier must:

- (a) properly maintain the soil and plants in the planter boxes, and
- (b) when watering the plants or planter box, make sure that no water enters common property or another lot.

## 33. ENCLOSED BALCONIES

33.1 The owner or occupier of a lot must not, without the consent of the owners corporation, place any curtains, vertical blinds or adhesive tinting on any enclosed balcony within the lot.

## 34. BUILDING SAFETY

34.1 A registered owner or an occupier of a lot must not do or permit anything which may prejudice the security or safety of the building and, in particular must 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.



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## 35. COMMERCIAL WASTE

35.1 All owners and occupiers of commercial and retail lots within the strata scheme must dispose of their waste and rubbish in the commercial waste bins.

## 36. GOVERNMENT CHARGES

36.1 Should any Government authority impair any rate, tax, charge or levy on the collection of commercial or retail waste, the owners and/or occupiers of the commercial and retail lots shall be responsible for the payment of such contributions.

## 37. NOT USED

## 38. INTERPRETATION

38.1 In these by laws:

- (a) a singular word includes the plural and vice versa.
- (b) a word which suggests one gender includes the other genders.
- (c) if a word is defined, another part of speech has a corresponding meaning.
- (d) where the law requires any by-law to be included in these by-laws, it is included to the extent necessary to comply with that law.
- (e) to the extent that any by-law is inconsistent with any law it is invalid.

## 39. LITIGATION

39.1 Any decision for the owners corporation to:

- (a) commence;
- (b) cross claim or counter claim in; or
- (c) appeal

proceedings or an action in any Court, Tribunal or other judicial or quasi judicial forum can only be made by a special resolution of the owners. This by-law does not apply in respect of any proceedings or action by the owners corporation to recover arrears of strata levies from an owner.

## 40. OVERCROWDING

An owner of a lot must not, and an occupier of a lot must not, allow the number of persons who sleep overnight in the lot to exceed the number obtained in accordance with the following formula:

$$M = 2 \times B$$

Where:

M is the maximum number of people permitted to sleep overnight in the lot inclusive of the owner of a lot or occupier of a lot (as the case may be); and

B is the number of bedrooms in the lot.

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An owner of a lot must include in any lease or license or other document that grants rights of occupation to the lot ("tenancy agreement"), a clause in the tenancy agreement that has the effect of this by law.

By-law 40.1 does not apply to an owner of a lot who actually occupies the lot and the owner's immediate family, being the owner's partner and children.

## 41. MAINTENANCE CONTRACTS

41.1 The owners corporation is responsible for the maintenance of the Building, including the common property and it must enter into maintenance and service contracts relating to the maintenance of the Building ("service contracts") with specialist consultants or contractors.

41.2 Without limiting by law 41.1, the owners corporation must maintain at all times current service contracts in respect of:

- (a) mechanical ventilation;
- (b) air conditioning;
- (c) hydraulics;
- (d) lifts;
- (e) fire safety services; and
- (f) essential services.

in the Building.

41.3 The owners corporation must ensure that the Building is regularly inspected, serviced and repaired by specialist consultants or contractors, under service contracts, at intervals considered necessary or prudent by those specialists.

41.4 For a period of 7 years from the date the Strata Scheme is established, the owners corporation must upon request by Karimbla Construction Services Pty Ltd ("Builder") or Meriton Apartments Pty Ltd ("Developer"):

- (a) provide copies of the service contracts;
- (b) provide evidence of the payments made by the owners corporation to the specialist consultants or contractors under the service contracts; and
- (b) provide evidence of compliance by the owners corporation of by law 41.3;

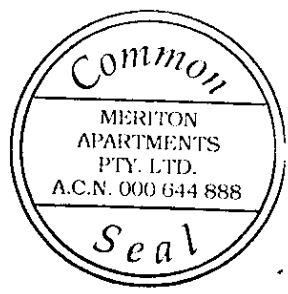
41.5 For a period of 7 years from the date the Strata Scheme is established, the owners corporation must:

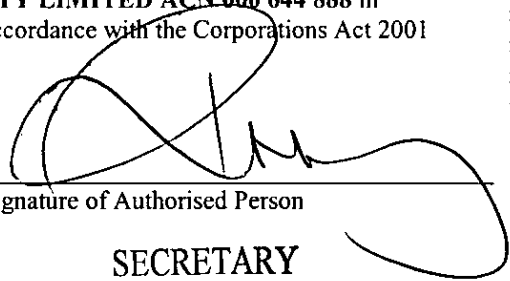
- (a) keep the Builder promptly informed of any defects in the Building; and
- (b) not engage any consultant or contractor to investigate or undertake any rectification of defective building work within the Building unless the owner's corporation has first provided details of the defects to the Builder and requested the Builder to rectify the defects and the Builder has refused or failed to rectify the same within a reasonable time.



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EXECUTED by MERITON APARTMENTS )  
PTY LIMITED ACN 000 644 888 in )  
accordance with the Corporations Act 2001 )  
)  
)



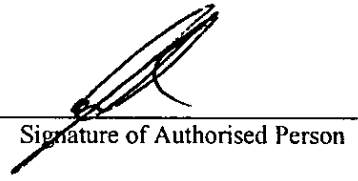
  
Signature of Authorised Person

SECRETARY

Office held

ROBYN McCULLY

Name of Authorised Person (please print)

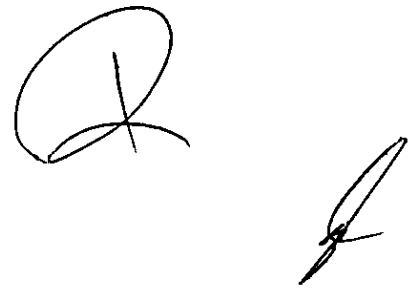
  
Signature of Authorised Person

DIRECTOR

Office held

TONY PASKELL

Name of Authorised Person (please print)



REGISTERED  26-05-2006

Form: 15CB  
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**CHANGE OF BY-LAWS**  
New South Wales  
Real Property Act 1900



**AE337767D**

**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.

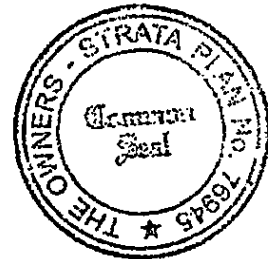
(A) **TORRENS TITLE**

For the common property CP/SP 76945	
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(B) **LODGED BY**

Document Collection Box  <b>1W</b>	Name, Address or DX, Telephone, and LLPN if any GRAHAM COCHRANE SOLICITOR LOCKED BAG 4 CROYDON NSW 2132 PH. (02) 9797 1950	<b>CODE</b>  <b>CB</b>
	Reference: 8.2409	

- (C) The Owners-Strata Plan No. 76945 certify that pursuant to a resolution passed on 04 September 2008 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 |  
 Amended by-law No. NOT APPLICABLE  
 as fully set out below:  
 SEE ANNEXURE "A"



(F) The common seal of the Owners-Strata Plan No. 76945 was affixed on 18/11/2008 in the presence of—  
 Signature(s): *Eva Moneg*  
 Name(s): *EVA MONEG*  
 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:

**STRATA SCHEME NO 76945**  
**ANNEXURE "A" TO NOTIFICATION OF CHANGE OF BY-LAWS**

/

**SPECIAL BY-LAW: Management of Security Arrangements**

^

**Part 1 Preamble/Introduction**

- 1) The Owners Corporation has statutory functions that include the principal authority for the management of the scheme, the administration of the scheme and the management and control of the common property.
- 2) The Owners Corporation has the statutory duty to manage the finances of the scheme.
- 3) The Owners Corporation wishes to ensure that security services are provided to the Owners Corporation and the owners of lots within the strata scheme as effectively and cost effectively as possible.
- 4) The strata scheme forms part of the development bounded by Lachlan, Bourke, Crescent and South Dowling Streets (the Precinct).
- 5) The Owners Corporation may resolve to enter into security arrangements jointly with other entities to take advantage of the efficiencies of service and cost saving that are anticipated by joint engagement of a security company or security and monitoring companies and the shared use of equipment.
- 6) The Owners Corporation may enter into a Deed of Agreement with other bodies corporate and Meriton Apartments Pty Ltd (the developers of Stages 7 and 8 in the Precinct).

**Part 2 Definitions & Interpretation**

In this by-law:

- 1) "Equipment" means electronic equipment such as computers and radios, cameras, a motor vehicle or other form of conveyance and such other equipment as is required for the provision of security for the strata scheme and the occupants therein and the other entities.
- 2) "Other entities" means other bodies corporate within the Precinct, Meriton Apartments Pty Ltd (and includes in the case of Stages 7 and 8 legal entities created by registration of plans of subdivision).
- 3) "Outgoings" means the cost of security arrangements, insurance, maintenance, storage, replacement and sharing of equipment.

THE COMMON SEAL of THE OWNERS - STRATA PLAN NO 76945  
was affixed on the 18 day of NOV 2008 in the presence of

Names: EVA MALONEY  
Signatures: [Signature]

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



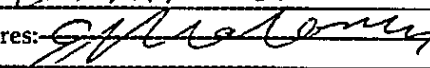
- 4) "Security arrangements" means the management of the provision of security to the Owners Corporation and includes:
- (a) The execution of necessary deeds, agreement and contractual documents with the other entities.
  - (b) The execution of necessary contracts with security providers to provide security services to the Owners Corporation and the other entities.
  - (c) The purchase and maintenance of equipment to be used by the Owners Corporation, the other entities and service providers; or by the Owners Corporation in conjunction with other entities and/or service providers.
  - (d) Contributions to outgoings.
  - (e) Sharing the use of equipment with other entities and making arrangements for the use and storage of equipment.
- 5) All parts of this by-law including the Preamble/Introduction are to be considered in the interpretation of this by-law.

### Part 3 Terms

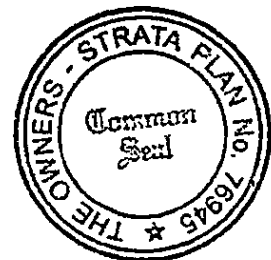
In addition to the functions conferred or imposed on the Owners Corporation by the Strata Schemes Management Act 1996 or other Act, the Owners Corporation shall have the following powers, authorities, duties and functions:-

- 1) The power and authority to enter into security arrangements.
- 2) The power and authority to purchase equipment and pay outgoings.
- 3) The power and authority to purchase equipment and pay outgoings in conjunction with other entities.
- 4) The power and authority to hold equipment and to share equipment with other entities.
- 5) The power and the authority to engage consultants and contractors for these purposes.
- 6) The power and the authority to apply the funds of the Owners Corporation to these purposes.

THE COMMON SEAL of THE OWNERS - STRATA PLAN NO 76945  
was affixed on the 8 day of NOV 2008 in the presence of

Names: EVA MALONE  
Signatures: 

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



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

# CHANGE OF BY-LAWS

New South Wales  
Real Property Act 1900



## AF267743G

**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 76945

(B) **LODGED BY**

Document Collection Box <i>W</i>	Name, Address or DX and Telephone Suzie Broome & Company Strata Lawyers DX 10521 NORTH SYDNEY Tel: 9922-7373	CODE  <b>CB</b>
	Reference: SBC:806	

(C) The Owners-Strata Plan No. 76945 certify that pursuant to a resolution passed on 08 December 2009 and in accordance with the provisions of Section No. 42 of the Strata Schemes Management Act 1996

(D) the by-laws are changed as follows


(E) Repealed by-law No. SPECIAL BY-LAW 2

Added by-law No. SPECIAL BY-LAWS 3 & 4

Amended by-law No. NOT APPLICABLE

as fully set out below:

SEE ANNEXURE "A"



(F) The common seal of the Owners-Strata Plan No. 76945 was affixed on 07/01/2010 in the presence of

Signature(s): *Eva Maloney*

Name(s): EVA MALONEY

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" to CHANGE OF BY-LAWS

Parties: The Owners – Strata Plan No. 76945

Dated: 7/1/10

**Special By-law No. 2: Repeal of By-law 2**

By-law 2 is hereby repealed.

**Special By-law No. 3: Parking On and Access over Common Property**

- (1) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property including, without limitation, any car spaces set aside as visitor parking.
- (2) An owner or occupier of a lot must not permit any visitor to their lot to park or stand any motor or other vehicle on common property other than in an area marked as visitor parking.
- (3) Every owner and occupier of a lot must comply, and ensure that visitors to their lots comply, in all respects with this by-law.
- (4) The owners corporation may by resolution of its executive committee and for the purpose of the control, management, administration, use and/or enjoyment of the common property including, without limitation, any areas set aside as visitor parking and to preserve the security of the building:
  - (a) install barriers consisting of chains or bollards in such places as are reasonably necessary to regulate the standing of motor or other vehicles on common property;
  - (b) install signage on the common property in or about the car parking areas of the parcel advising of the effect of this by-law including, without limitation, that motor or other vehicles parked on common property in breach of this by-law may be wheel-clamped;
  - (c) install signage on the common property regulating the ingress and egress of motor or other vehicles to and from the building and grounds of the strata scheme;
  - (d) establish and maintain a register of all vehicles owned or used by owners and occupiers of lots in the strata scheme including:
    - the make and registration number of the vehicle;
    - the name of the owner or occupier who owns or uses the motor vehicle;



Annexure "A" to CHANGE OF BY-LAWS

Parties: The Owners – Strata Plan No. 76945

Dated: 7/1/10

- the lot number and contact details of the owners or occupier;
  - (e) take such further action consistent with this by-law as is reasonable and necessary in order to regulate or restrict the parking or standing of motor or other vehicles on common property and/or preserve the security of the building.
- (5) If an owner or occupier of a lot parks or stands any motor or other vehicle owned by that person on common property in breach of this by-law:
- (a) if the owners corporation has appointed a building manager, caretaker or security personnel (each of whom are included in the term "**Building Manager**"), the Building Manager may, without reference to the executive committee, give a notice; or
  - (b) if there is no Building Manager, the executive committee (acting reasonably) may by resolution determine that a notice be given, to that owner or occupier requiring that the owner or occupier comply with this by-law, in default of which the owners corporation may take action in respect of the motor or other vehicle as provided in this by-law (**Notice of Breach**).
- (6) The Notice of Breach given under clause (5) must:
- (a) be in writing;
  - (b) be displayed prominently on the motor or other vehicle in such a way as to come to the attention of the owner of the motor vehicle but so as to ensure no damage is done to the motor or other vehicle;
  - (c) if the motor or other vehicle is registered, specify the registration number of the motor or other vehicle that has been or is parked or standing on common property in breach of this by-law;
  - (d) advise that if the owner or occupier fails to remove the said motor or other vehicle parked or standing on common property in breach of this by-law or parks or stands the said motor or other vehicle on common property repeatedly or persistently in breach of this by-law, the owners corporation may affix a wheel clamping device to that motor or other vehicle; and
  - (e) advise that a fee not exceeding \$300 may be charged by the owners corporation for removal of the wheel clamping device.
- (7) If an owner or occupier of a lot is given a Notice of Breach under this by-law, the owner or occupier must forthwith comply with that Notice of

Annexure "A" to CHANGE OF BY-LAWS

Parties: The Owners – Strata Plan No. 76945

Dated: 7/1/10

Breach and remove the motor or other vehicle the subject of the Notice of Breach parked on common property in breach of this by-law.

- (8) If a Notice of Breach is given under this by-law to an owner or occupier of a lot and the owner or occupier does not comply with the Notice of Breach, the executive committee may resolve at a duly constituted executive committee meeting to affix a wheel clamping device to the motor or other vehicle the subject of the Notice of Breach and subsequently affix, or cause to be affixed, that wheel clamping device so long as that motor or other vehicle is, at the time at which the wheel clamping device is affixed, then parked or standing on common property in breach of this by-law.
- (9) The signage installed by the owners corporation under clause (4) warning that motor vehicles parked in breach of this by-law may be wheel-clamped must set out a telephone number or other contact details of a person authorised to release the wheel-clamp.
- (10) Every owner and occupier of a lot in the strata scheme consents to the immobilisation by means of wheel clamping of a motor or other vehicle owned or controlled by them and parked or left on common property in breach of this by-law.
- (11) None of the executive committee, any member thereof, the strata managing agent, any Building Manager and any person acting under the instructions of the executive committee in accordance with this by-law shall be liable for any loss or damage sustained by an owner or occupier of a lot to whom a Notice of Breach is given and who fails to remove a motor or other vehicle parked or standing on common property or repeatedly or persistently parks or stands a motor or other vehicle on common property in breach of this by-law after a Notice of Breach is given.
- (12) Each member of the executive committee, the strata managing agent, any Building Manager and every person acting under the instruction of the executive committee in accordance with this by-law are hereby indemnified by the owners corporation against any loss or damage suffered by any of them arising out of any action taken by any of them in accordance with this by-law.
- (13) For the avoidance of doubt, the Building Manager and/or the executive committee must not give a Notice of Breach or affix a wheel clamping device to any vehicle on grounds which are, in the circumstances, frivolous or vexatious.
- (14) Nothing in this by-law operates to restrict or prevent the owners corporation from making application to the Local Court for an order authorising the owners corporation to dispose of any motor or other

Annexure "A" to CHANGE OF BY-LAWS

Parties: The Owners – Strata Plan No. 76945

Dated: 7/1/10

vehicle left on common property and subsequently disposing of that motor or other vehicle in accordance with the *Uncollected Goods Act 1995 (NSW)* or any Act amending or replacing that Act.

**Special By-law No. 4: Use of Car Parking Space and Storage**

(1) In order to prevent obstruction and damage to water and sewerage pipes, electrical lines, conduit and ducting, fire safety equipment and other services and achieve a degree of uniformity and preserve the attractive appearance of the car parking areas, an owner or occupier of a lot must not use the car parking space forming part of that lot for any purpose other than the parking of a motor or other vehicle including:

- (a) as a storage area;
- (b) for the washing of vehicles or equipment; or
- (c) for the carrying out of mechanical or other repairs,

provided that this by-law does not apply to the storage of items in the car parking space that are contained wholly within an Approved Storage Box pursuant to this by-law or to the washing of motor vehicles on the common property designated as "Car Wash Bay" on the Strata Plan.

- (2) The owners corporation may from time to time, by resolution of its executive committee, approve the make, style or form of a standard form storage box or cabinet for installation and use in car parking spaces in the strata scheme ("**Approved Storage Box**").
- (3) If an owner or occupier of a lot wishes to store any item in the car parking space forming part of that lot, the owner or occupier may do so only if the owner or occupier first installs an Approved Storage Box in that car parking space and not otherwise.
- (4) Any item stored in a car parking space forming part of a lot must be wholly contained within the Approved Storage Box installed in the car parking space.
- (5) This by-law does not prevent the storage of a motor vehicle, motor cycle, caravan, boat or trailer in a car parking space forming part of a lot.
- (6) If at any time an owner or occupier of a lot stores items in the car parking space forming part of that lot otherwise than as permitted in this by-law, the executive committee (acting reasonably) may by resolution determine that those items must be removed from the car parking space and give to the owner or occupier of the lot a notice requiring their removal.

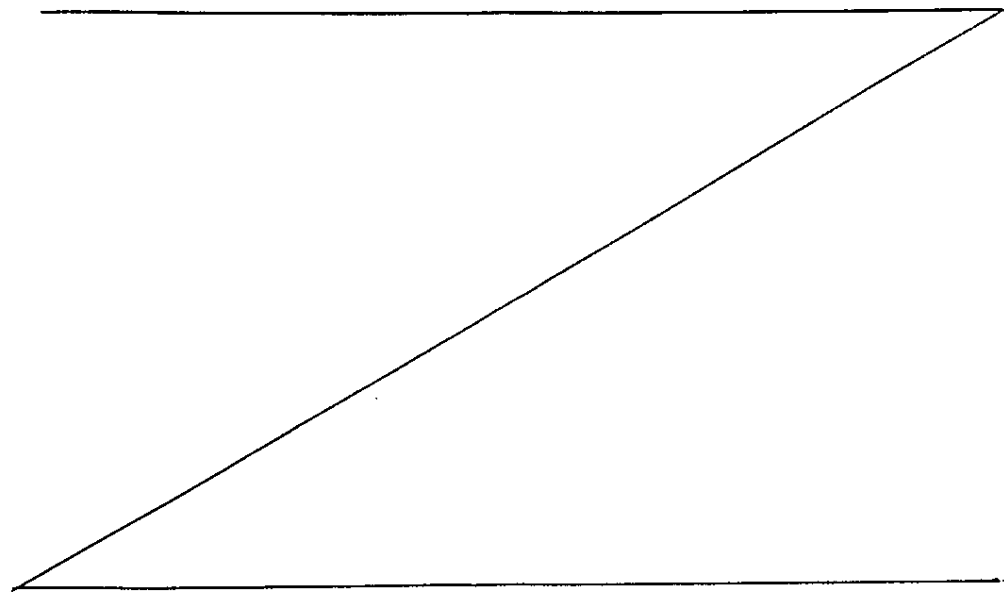


Annexure "A" to CHANGE OF BY-LAWS

Parties: The Owners – Strata Plan No. 76945

Dated: 7/1/10

- (7) If the executive committee gives an owner or occupier of a lot a notice requiring the removal of items from the car parking space forming part of that lot, the owner or occupier must comply with that notice and remove those items from the car parking space within 14 days of the notice being served on the owner or occupier.
- (8) If the executive committee gives a notice to an owner or occupier of a lot to remove items from the car parking space forming part of that lot the storage of which items in the opinion of the executive committee, reasonably held, constitutes a hazard or fire risk, and the owner or occupier fails to remove all of those items from the car parking space within 14 days after the notice to remove is served on the owner or occupier, the executive committee may remove, or procure the removal of, those items from the car parking space and dispose of them in such manner as the executive committee deems fit.
- (9) The owners corporation indemnifies the executive committee and any and all servants, agents or contractors employed by the owners corporation to remove items from a car parking space forming part of a lot in accordance with this by-law against any loss or damage sustained by any of them as a result of the removal of items from that car parking space and/or disposal of those items or any of them in accordance with this by-law.
- (10) The powers, duties and obligations contained in this by-law are in addition to and not in derogation of by-law 12.



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**CHANGE OF BY-LAW**  
New South Wales  
Strata Schemes Management Act 1986  
Real Property Act 1900



**AG749257F**

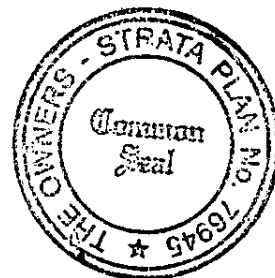
**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person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

(A) <b>TORRENS TITLE</b>	For the common property CP/SP 76945	
(B) <b>LODGED BY</b>	Document Collection Box <b>495R</b>	Name, Address or DX, Telephone, and Customer Account Number if any LPN: 123354Y BY-LAW EXPRESS GPO BOX 751, SYDNEY NSW 2001 PHONE: 9252 0107 Reference: _____
	<b>CODE</b>  <b>CB</b>	

- (C) The Owners-Strata Plan No. 76945 certify that pursuant to a resolution passed on 21 December 2011 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-law 5  
 Amended by-law No. NOT APPLICABLE  
 as fully set out below:

**SPECIAL BY-LAW 5 - Electronic Delivery of Notices**

A document or notice may be served by the Owners Corporation, its secretary or executive committee on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address. A notice or document served on an owner by email in accordance with this by-law is deemed to have been served when transmitted by the sender providing that the sender does not receive an electronic notification of unsuccessful transmission (i.e. "bounce back" or "undeliverable") within 24 hours.



(F) The common seal of the Owners-Strata Plan No. 76945 was affixed on 10 January 2012 in the presence of—  
 Signature(s):   
 Name(s): ARCHIEL BALA

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