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

CLAUSE 1 DEFINITIONS

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

Air Conditioning System means air conditioning plant and associated pipes, wires, cables, and ducts, installed from time to time.

Bond means an amount of \$1,000 or such other amount as the owners corporation reasonably determines from time to time.

Building means the building constructed within the parcel.

Building Management Agreement means the agreement entered into between the owners corporation and the Building Manager.

Building Manager means the person appointed as such under the by-law titled "Power to enter into Building Management Agreement".

Facilities Management Agreement means the agreement entered into between the owners corporation and the Facilities Manager.

Facilities Manager means the person appointed as such under the by-law titled "Power to enter into Facilities Management Agreement".

Governmental Agency means any governmental or semi-governmental administrative, fiscal or judicial department or entity.

Lot means a lot in the strata plan.

Occupier means a person who is:

- (a) at least 18 years of age; and
- (b) ordinarily resident or carrying on business in a lot.

Owner means an owner of a lot.

Refurbish includes but is not limited to:

- (a) the treatment as previously treated or otherwise, of internal surfaces of common property by painting, staining or polishing as applicable;
- (b) the replacement of carpet and floor tiles which are worn or damaged and in need of replacement;
- (c) the repainting of all painted external surfaces of common property; and
- (d) the replacement or otherwise of loose furnishings and chattels which are worn or damaged or otherwise in need of replacement.

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

Strata Management Act means the Strata Schemes Management Act 1996.

Strata Manager means a strata managing agent appointed under the Strata Management Act by the owners corporation and, if no person is for the time being so appointed, the secretary of the owners corporation.

Technical Building Services includes the servicing, maintenance and repair of the technical equipment owned by the owners corporation including, without limitation, the mechanical, electrical, hydraulic, building management, vertical transportation, water treatment, fire, fuel, gas, sewerage and sullage treatment and disposal, cleaning and security plant, machinery and equipment.

CLAUSE 2 INTERPRETATION

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

- (1) Headings are for convenience only and do not affect the interpretation of these by-laws.
- (2) The singular includes the plural and vice versa.
- (3) Words implying a gender imply any gender.
- (4) Words implying a natural person imply a firm, a body corporate, an unincorporated association and a Governmental Agency.
- (5) A reference to any thing is a reference to the whole and each part of it.
- (6) A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, reenactments or replacements of any of them.
- (7) 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.

CLAUSE 3 NOISE

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

CLAUSE 4 STANDING AND PARKING VEHICLES

An owner or Occupier must not park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

CLAUSE 5 OBSTRUCTION OF COMMON PROPERTY

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

CLAUSE 6 DAMAGE TO COMMON PROPERTY

Subject to specific rights under any other by-law:

- (1) An owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.

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- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot;
 - (b) any screen or other device to prevent entry of animals or insects on the lot; or
 - (c) any structure or device to prevent harm to children; or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or structure must be installed competently and properly and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building.
- (5) Despite section 62 of the Strata Management Act, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services that lot; and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause (3) that forms part of the common property and that services the lot.

CLAUSE 7 BEHAVIOUR OF OWNERS AND OCCUPIERS

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

CLAUSE 8 CHILDREN PLAYING ON COMMON PROPERTY

An owner or Occupier 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.

CLAUSE 9 CLEANING WINDOWS AND DOORS

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

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

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CLAUSE 10 FLOOR COVERINGS IN A LOT

An owner or Occupier must keep the floors in a lot, except those in a kitchen, laundry, bathroom or lavatory, covered or treated to stop the transmission of their noise that might disturb another owner or Occupier.

CLAUSE 11 DRYING LAUNDRY

An owner or Occupier must not hang laundry, bedding or other articles on any terrace that forms part of their lot or in an area that is visible from outside the Building.

CLAUSE 12 KEEPING FLAMMABLE MATERIALS

An owner or Occupier must not keep flammable materials in their lot unless they are kept for use in connection with the lawful use of their lot and they are kept in reasonable quantities.

CLAUSE 13 KEEPING ANIMALS

- (1) Subject to section 49(4) of the Strata Management Act, an owner or Occupier must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird (small animal), or fish kept in a secure aquarium on the lot) on their lot or on the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or on the common property.
- (3) If an owner or Occupier keeps a small animal on their lot then the owner or Occupier must:
 - (a) notify the owners corporation that the small animal is being kept on their lot; and
 - (b) keep the small animal within their lot; and
 - (c) carry the small animal when it is on the common property; and
 - (d) take such action as may be necessary to clean all areas of their lot or the common property that are soiled by the small animal.

CLAUSE 14 RESPONSIBILITY FOR OTHERS

An owner or Occupier must not allow another person to do anything that an owner or Occupier is not allowed to do under these by-laws.

CLAUSE 15 GARBAGE DISPOSAL

An owner or Occupier must:

- (a) comply with all requirements by the owners corporation or any Governmental Agency in respect of the disposal and recycling of garbage; and
- (b) drain and securely wrap all garbage and put it in a garbage chute or the garbage chute room as applicable; and
- (c) place other garbage in the area in a garbage chute room designated for its placement by the owners corporation; and

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- (d) safely and securely wrap all broken glass before placing it in the garbage chute room; and
- (e) drain and clean bottles and make sure they are not broken before placing them in the garbage chute room; and
- (f) contact the Strata Manager to remove large articles or garbage, recyclable materials or liquids that are poisonous or environmentally dangerous; and
- (g) not leave garbage on common property other than in a garbage chute room and must not place garbage in the garbage chute room other than in the area designated for its placement by the owners corporation; and
- (h) not put in a garbage chute:
 - (i) bottles or glass; or
 - (ii) liquids; or
 - (iii) items that weigh more than 2.5 kilograms; or
 - (iv) boxes or other items that might block the garbage chute.

CLAUSE 16 INSURANCE PREMIUMS

An owner or Occupier must not, without the prior written consent of the owners corporation, do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the owners corporation.

CLAUSE 17 CARRYING OUT WORK ON A LOT

The owners corporation consents to an owner or an Occupier (with the owner's prior written consent) carrying out building work on a lot including, without limitation, the installation of a toilet, a basin, a bathroom and a kitchen and the general fit-out of a lot, and on so much of common property, the use of which is reasonably necessary for the carrying out of the building work on the following conditions:

- (a) the owner and the Occupier indemnify the owners corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the carrying out of the building work contemplated by this by-law and the use of the result of the building work; and
- (b) neither the carrying out of the building work nor the use of the result of the building work damages, interferes with or interrupts any service lines, pipes or conduits whether common property or otherwise or voids any warranties that the owners corporation is entitled to; and
- (c) if any exhaust system is to be installed, including a kitchen exhaust hood, its size and type must be certified as appropriate by a qualified mechanical consultant; and
- (d) the owners corporation is to continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair the common property the subject of this by-law, except for anything added to the common property.

Written notice must be given to the owners corporation before any building work contemplated by this by-law is carried out.

CLAUSE 18 CHANGING NON STRUCTURAL WALLS

- (1) An owner may alter or remove non structural walls in their lot.

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- (2) An owner may make openings in non structural common property walls between 2 lots owned by that owner.
- (3) An owner desiring to exercise rights under this by-law must:
 - (a) before doing any work:
 - (i) ascertain from the Strata Manager where service lines, pipes and conduits are located; and
 - (ii) arrange with the Strata Manager a suitable time and means by which access to the Building may be obtained; and
 - (b) comply with the Strata Manager's reasonable requirements about the time and means by which access to the Building is obtained; and
 - (c) ensure that tradespeople and any persons involved in doing the work comply with the Strata Manager's reasonable requirements about the time and means by which they obtain access to the Building; and
 - (d) not damage common property or service lines, pipes or conduits or interfere with or interrupt them or any of them; and
 - (e) do the work properly and to the reasonable satisfaction of the owners corporation and any relevant Governmental Agency; and
 - (f) repair any damage caused to common property or the property of another owner or Occupier.

CLAUSE 19 CARRYING OUT MINOR WORK

- (1) An owner or an Occupier (with the owner's prior written consent), may do minor work or make minor alterations to the interior of common property enclosing the lot (for example, attach anything to common property or put nails or screws into common property walls) which has no material adverse effect on common property.
- (2) An owner must not remove or alter any structural wall, except with prior written consent of the owners corporation and in compliance with the Strata Management Act.
- (3) An owner or Occupier must not affix any lattice or grill to any part of the terrace or balcony area of the owner's lot that is not in keeping with the appearance of the rest of the Building except with the prior written approval of the owners corporation.

CLAUSE 20 REFURBISHMENT OF COMMON PROPERTY

In addition to its powers under the Strata Management Act and under other by-laws, the owners corporation has the power and is required to Refurbish common property including, without limitation, the foyer and lift cars, at least every 5 years so that common property is kept at a standard in keeping with a first class residential apartment building and reflects the current styles and trends of Refurbishment.

CLAUSE 21 AIR CONDITIONING SYSTEM

The owner of a lot, where the Air Conditioning System exclusively servicing the lot is partly in the lot and partly in common property or is wholly in common property, has the right of exclusive use and enjoyment of and a special privilege in respect of that Air Conditioning System on the following conditions:

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- (a) the owner indemnifies the owners corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this by-law and the use of that Air Conditioning System; and
- (b) the owner complies with all requirements of any Governmental Agency in connection with that Air Conditioning System; and
- (c) the owner is responsible for the running costs of that Air Conditioning System; and
- (d) the owner maintains and keeps the Air Conditioning System in good and serviceable repair; and
- (e) the owner is responsible for the renewal or replacement of that Air Conditioning System, if necessary; and
- (f) the owners corporation is to continue to be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair the common property the subject of this by-law, except for the Air Conditioning System.

CLAUSE 22 POWER TO ENTER INTO BUILDING MANAGEMENT AGREEMENT

- (1) In addition to its powers under the Strata Management Act, the owners corporation has the power to appoint and enter into an agreement with a person to provide maintenance and operational services for the parcel.
- (2) The term of the agreement may be up to 10 years with one or more options to a maximum of a further period of 10 years with rights for early termination by either the owners corporation or the Building Manager.
- (3) The Building Management Agreement may provide for:
 - (a) caretaking, supervising and servicing common property including the control and use of common property visitor parking; and
 - (b) supervising the cleaning, repair, maintenance, renewal or replacement of common property and the owners corporation's personal property; and
 - (c) providing services to the owners corporation, owners and Occupiers including, without limitation, the services of a handyperson, room cleaning and servicing, food and alcoholic drink service; and
 - (d) providing a letting, property management and sales service; and
 - (e) supervising employees and contractors of the owners corporation; and
 - (f) supervising the parcel generally; and
 - (g) doing anything else that the owners corporation agrees is necessary or desirable in connection with the operation and management of the parcel.
- (4) Under the Building Management Agreement the Building Manager may have the sole right to enter into an agreement with the owners corporation to conduct a letting service and a tenancy management service, including for the provision of ancillary services.
- (5) The owners corporation must obtain the Building Manager's consent before the owners corporation enters into more than one agreement under this by-law which will operate at the same time.

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- (6) The Building Management Agreement may permit the Building Manager to enter into arrangements with third parties to exercise the Building Manager's rights and duties.
- (7) An owner or Occupier must not interfere with or stop the Building Manager exercising its rights or performing its duties.
- (8) An owner or Occupier must not interfere with or stop the Building Manager using common property that the owners corporation permits the Building Manager to use or that the Building Manager is entitled to use under the Building Management Agreement.

CLAUSE 23 POWER TO ENTER INTO FACILITIES MANAGEMENT AGREEMENT

- (1) In addition to its powers under the Strata Management Act, the owners corporation has the power to appoint and enter into an agreement with a person to carry out the Technical Building Services for the owners corporation and individual owners and Occupiers.
- (2) The term of the agreement may be up to 10 years with one or more options to a maximum of a further period of 10 years with rights for early termination by either the owners corporation or the Facilities Manager.
- (3) The Facilities Management Agreement may provide for:
 - (a) the general servicing, repair, maintenance, renewal and replacement of common property plant, machinery and equipment and any personal property of the owners corporation; and
 - (b) the provision of office, workshop and storage facilities for use by the Facilities Manager with or without the payment of rental; and
 - (c) the provision of indemnities in favour of the Facilities Manager in respect of any claim against it arising out of the exercise of the Facilities Manager's rights or the performance of its duties under the Facilities Management Agreement; and
 - (d) the arbitration of disputes between the owners corporation and the Facilities Manager; and
 - (e) the remuneration of the Facilities Manager for services provided to the owners corporation; and
 - (f) doing anything else that the owners corporation agrees is necessary or desirable in connection with the operation and management of the parcel.
- (4) The owners corporation must obtain the Facilities Manager's consent before the owners corporation enters into more than one agreement under this by-law which will operate at the same time.
- (5) The Facilities Management Agreement may permit the Facilities Manager to enter into arrangements with third parties to exercise the Facilities Manager's rights and duties.
- (6) An owner or Occupier must not interfere with or stop the Facilities Manager exercising its rights or performing its duties.
- (7) An owner or Occupier must not interfere with or stop the Facilities Manager using common property that the owners corporation permits the Facilities Manager to use or that the Facilities Manager is entitled to use under the Facilities Management Agreement.

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CLAUSE 24 SIGNS

An owner or Occupier must not, without the prior written consent of the owners corporation, affix or exhibit any sign, illuminated advertisement, name or notice to or on any part of the parcel unless it is inside the lot and not visible from outside the lot.

CLAUSE 25 CARE OF PLANTERS

- (1) An owner or Occupier whose lot includes a planter on the boundary of the lot must ensure that:
 - (a) so far as is practicable the plants in the planter are maintained in a healthy and vigorous condition; and
 - (b) any plant which is damaged, diseased or dies is promptly replaced, where practicable, with a plant of the same species and similar size or with another plant as agreed with the owners corporation.
- (2) If an owner or Occupier fails to comply with this by-law the owners corporation may give notice requiring compliance.
- (3) If an owner or Occupier fails to comply with a notice given under this by-law, the owners corporation may at the expense of the owner or Occupier, carry out works reasonably necessary to ensure compliance with this by-law.
- (4) Any expense incurred by the owners corporation under this by-law is recoverable as a debt against the owner or Occupier in a court of competent jurisdiction.

CLAUSE 26 EXCLUSIVE USE AREA

- (1) The owner of lots 77, 78 and 79 have a joint right of exclusive use and enjoyment of the common property hallway and staircase area adjacent to those lots shown on the strata plan as area (a).
- (2) The owner of lots 77, 78 and 79, jointly, must:
 - (a) properly maintain and keep in a state of good and serviceable repair area (a); and
 - (b) repair damage to common property caused by exercising rights under this by-law; and
 - (c) indemnify the owners corporation against all claims and liability caused by exercising rights under this by-law.
- (3) The owners of lots 77, 78 and 79 and the owners corporation agree that the exclusive use rights under this by-law will terminate if the ownership of any one of the lots listed below changes from the owners listed below to another owner who is not a related party to those owners:

Lot 77 - Susan Elizabeth Kelly
 Lot 78 - Keith John Kelly
 Lot 79 - Carolyn West
- (4) If the exclusive use rights under this by-law are terminated, the owners of lots 77, 78 and 79 consent to the owners corporation repealing the by-law.

- (5) The exclusive use rights under this by-law are granted subject to any special privilege rights which may be granted to the owner of lot 84 to carry out works to area (a) on terms acceptable to the owners corporation.

CLAUSE 27 EXCLUSIVE USE AREA

- (1) The owner of lot 84 has a right of exclusive use and enjoyment of part of the common property roof area as designated by the owners corporation from time to time (Area) for the purpose of keeping on that area a suitably sized satellite dish to receive subscriber television channels.
- (2) The owner of lot 84 must:
 - (a) properly maintain and keep in a state of good and serviceable repair the Area; and
 - (b) repair any damage to common property caused by exercising the rights under this by-law; and
 - (c) obtain the consent (if necessary) of any relevant Governmental Agency in connection with this by-law; and
 - (d) indemnify the owners corporation against all claims and liability caused by exercising rights under this by-law.

CLAUSE 28 BOND FOR WORKS

- (a) Before any building work, alteration or installation contemplated by by-laws 17, 18 or 19 is carried out by an owner or an Occupier, the owner must cause to be paid to the owners corporation a Bond on account of any damage caused to the common property as a result of the building work, alteration or installation, which requires rectification.
- (b) The Bond will be refunded to the owner, less any amounts required to rectify the damage referred to in by-law 28(a), if any, within 14 days after the owners corporation has satisfied itself as to that damage, if any, such damage.

THE COMMON SEAL OF GREENCLIFF (SURREY HILLS) PTY LTD was affixed in accordance with its constitution in the presence of:

Muller Director

G. W. ... Director



Witness

Estelle
(BENEFIT LEE)

OVERSEAS UNION BANK LTD [ARBN 059 716 595] by its Attorney PETER HENRY MACKINNAJ under Power of Attorney NO 55 BOOK 4120

[Signature]