

# SP91084

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MADISON MARCUS  
LAW FIRM

## RESIDENTIAL BY-LAWS

5-15 Balmoral Street,  
Waitara NSW 2077

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## Approved Form 27 By-Laws

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

**The residential model by-laws Nos 1-22 referred to in the Strata Schemes Management Regulation 2010-Schedule 2 are adopted for this scheme with Option A selected for the keeping of animals.**

**It is intended to adopt the provisions of Memorandum No AG520000 in regards to ongoing maintenance of items within the strata scheme.**

**The registered proprietor adopts in addition to the above by-laws the following by-laws:**

### **1. BY-LAW 1 – MEANINGS**

1.1 In these By-laws, these terms (in any form) mean:

**Apartment** means an apartment in the Building being a Lot in the Strata Plan.

**Approved Building Works** means works to a Lot or Common Property which have been approved by the Owners Corporation.

**Authority** means any Governmental Agency or any statutory, public or other Authority having jurisdiction over the Building.

**Building** means the building constructed within the Residential Strata Scheme.

**Building Manager** is the person or entity for the time being appointed by the Owners Corporation to provide the management, operational and other services.

**By-laws** means the By-Laws in place from time to time for the Residential Strata Scheme.

**Common Property** means:

- (a) Common Property in the residential Strata Scheme; and
- (b) personal property of the Owners Corporation, but does not include:
  - (i) Shared Facilities located in the Residential Strata Scheme; or
  - (ii) Common Property which an Owner must maintain, repair or replace under an exclusive use of By-Law.

**Construction Works** means the works to implement, fulfil and complete the development pursuant to the Notice of Determination and the Strata Development Contract including by not limited to Stage 1 the subdivision of Lot 1 in DP1205835 into lots 1-64 and Stage 2 the subdivision of the Development Lot 65 into lots 66-104 and common property comprising 39 units within a 5 storey building with basement.

**Development Act** means the *Strata Schemes (Freehold Development) Act 1973* (NSW).

**Development Lot 65** means Strata Development Lot 65 identified in the Strata Plan and described in the Strata Development Contract as being a Development lot.

**Developer** means Balmoral Street Developments Pty Ltd ACN 159 560 817 and includes its directors, employees, contractors and contractors' employees, agents and persons authorised by the Developer's contractors and persons authorised by the Developer to carry out worker on behalf of the Developer.

**Equipment** includes plant, machinery, equipment and security devices.

**Executive Committee** means the executive committee appointed by the Owners Corporation.

# SP91084

ePlan

**Fire Engineering Report** means the report number 110909 R01f with issue date of 9 October 2015 prepared for Developcorp Construction Pty Ltd by HolmesFire.

**Garbage** means any refuse, recyclable material or waste.

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

**Law** includes any requirement of any statute, rule, regulation, proclamation, ordinance or By Law, present or future, and whether state, federal or otherwise.

**Lot** means a Lot in the Residential Strata Scheme and otherwise has the meaning given to it by the Development Act.

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

**Managing Agent** means the person appointed by the Owners Corporation as its strata managing agent under s27 of the Management Act and if no person is for the time being so appointed, the secretary of the Owners Corporation.

**Notice of Determination** means the notice issued by Hornsby Shire Council pursuant to Section 96(2) of the Environmental Planning and Assessment Act 1979 in relation to Development Application No: DA/1100/2015 with an effective date of determination 20 November 2015 and Delegated Report having date of report 12 November 2015 including all plans forming part of the notice and delegated report and any subsequent changes or amendments pursuant to subsequent section 96 applications under the *Environmental Planning and Assessment Act 1979*.

**Occupier** means the Owner, lessee or licensee of a Lot.

**Owner** means the registered proprietor of a Lot or the mortgagee in possession of a Lot.

**Owners Corporation** means the owners corporation constituted on registration of the Strata Plan no. SP91084

**Parcel** means the land comprising the Lots and Common Property the subject of the Strata Scheme.

**Residential Strata Scheme** is Strata Scheme no. SP91084

**Rules** means the rules made by the Owners Corporation in accordance with By-Law 14 (as they may be amended or changed).

**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 Residential Strata Scheme.

**Strata Manager** means the Strata Manager for the time being appointed by the Building Management Committee pursuant to Section 27 of the Management Act.

**Strata Plan** means Strata Plan no. SP91084

**Strata Development Contract** means the Strata Development Contract-Strata Plan No. 91084 signed on behalf of Balmoral Street Developments Pty Ltd ACN 159 560 817.

**Strata Scheme** means the Strata Scheme constituted on registration of the Residential Strata Scheme.

**Traffic Report** means the traffic report number N1515106A with issue date 22 November 2015 and traffic report number N1515056A with issue date 5 September 2015 prepared by ML Traffic Engineers.

1.2 Undefined words in these By-laws have the same meaning as they do in the Management Act.

# SP91084

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## 1.3 Any reference to:

- (a) Legislation includes later legislation which changes it, including regulations, proclamations, ordinances and By-Laws issued under the later legislation;
- (b) a thing includes the whole or each part of it; and
- (c) the singular includes the plural and vice versa.

## 1.4 Headings do not affect the interpretation of the By-Laws.

## 2. ABOUT THE BY-LAWS

### 2.1 Purpose of the By-laws

The By-laws regulate the day to day management and operation of the Building. They are an essential document for the Owners Corporation and everyone who owns or occupies a Lot.

### 2.2 Who must comply with the By-laws

Occupiers and the Owners Corporation must comply with the By-laws.

## 3. BY-LAW 3 – CONSENT OF OWNERS CORPORATION

### 3.1 Where a By-Law requires the consent of the Owners Corporation, unless stated otherwise in that By-Law, the consent may be given by either:

- (a) the Owners Corporation in general meeting; or
- (b) the Executive Committee at a meeting of the Executive Committee.

### 3.2 Consent given by the Owners Corporation under a By-Law:

- (a) if practicable, may be revoked by the Owners Corporation; and
- (b) may be granted or withheld in the absolute discretion of the Owners Corporation or be given conditionally.

### 3.3 Owners and occupiers must comply with any condition in a consent.

## 4. BY-LAW 4 – BEHAVIOUR AND RESPONSIBILITY

### 4.1 Occupiers must be adequately clothed when on Common Property.

### 4.2 Occupiers must do all that is necessary not to break any Law when in the Building.

### 4.3 Occupiers must not:

- (a) make noise or behave in a way likely to interfere with another's peaceful enjoyment of their Lot or Common Property;
- (b) use language or behave in a manner likely to cause offence or embarrassment to the Occupier of another Lot or to any person lawfully using Common Property;
- (c) obstruct the lawful use of Common Property by any person;
- (d) smoke while on Common Property; or
- (e) do anything which is illegal while on Common Property.

### 4.4 Occupiers must ensure their children and the children of their visitors:

- (a) are accompanied by a responsible adult if they are playing within the bounds of Common Property; or

# SP91084

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- (b) unless accompanied by a responsible adult, do not enter areas of Common Property that are likely to be dangerous to children.

#### 4.5 Owners and Occupiers must ensure their invitees:

- (a) are not left to remain on the Common Property unsupervised except to the extent reasonably necessary for their arrival and departure;
- (b) do not do anything that they cannot do under the By-laws; and
- (c) are removed from the Building upon refusing to comply with the By-laws.

### 5. BY-LAW 5 - USE AND OCCUPATION OF LOTS

#### 5.1 Owners and Occupiers of a Lot must:

- (a) keep their Lot clean, tidy and in good repair;
- (b) keep clean all interior surfaces of glass in windows and doors on the boundary of their Lot, including so much as is Common Property, unless:
  - (i) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
  - (ii) that glass or part of the glass cannot be accessed by the Owner or Occupier of the Lot safely or at all;
- (c) at their own expense, comply with all Laws affecting their Lot;
- (d) ensure the floor space within their Lot is covered or otherwise treated so as to prevent the transmission of noise from such floor space which is likely to unreasonably disturb the peaceful enjoyment of another Lot (kitchens, bathrooms and laundries are excluded); and
- (e) ensure those parts of the balcony rails and door and window frames which are Common Property are cleaned on a regular basis so as to prevent corrosion, rusting or weathering.

#### 5.2 Owners and occupiers must not:

- (a) store or use any flammable chemical on their Lot unless it is to be used in the lawful, permitted use of their Lot;
- (b) place or hang laundry, clothing, bedding or other articles on any part of their Lot that is visible from outside the Lot;
- (c) place any item on the balcony of their Lot which is not consistent with the use and aesthetics of the Building;
- (d) interfere with fire safety equipment or obstruct fire stairs or fire escapes.

#### 5.3 The consent of the Owners Corporation must be obtained if an Owner or Occupier of a Lot wishes to:

- (a) keep anything which is visible from outside the Lot and not consistent with the visual aesthetics of the Building;
- (b) operate or allow to operate any device or electronic equipment on the Lot which interferes with any domestic appliance lawfully in use in the Building or another Lot;
- (c) attach or hang from any part of the Lot any aerial or any security device or wires;
- (d) install or operate any intruder alarm in the Lot which emits an audible signal;

# SP91084

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- (e) install any air-conditioning; or
  - (f) store using the car space, other than a vehicle.
- 5.4 Written notice must be given to the Owners Corporation detailing the proposed alteration.
- 5.5 Owners and Occupiers must comply with the following in relation to window coverings:
- (a) must ensure the window treatment of their lot (such as curtains, blinds, shutters or the like) is either of a neutral or off-white colour or a colour approved by the Owners Corporation;
  - (b) must not:
    - (i) tint the windows or glass doors of the lot with mirror or reflective tint;
    - (ii) attach, erect, install or affix any window treatment to the outside of the windows or doors on the lot (such as louvres, shutters, awnings, sunshades, sunblinds or the like); or
    - (iii) attach, erect, install or affix any bars, screens (where the security screens or insect screen), grills, locks or any other safety device on the interior or exterior of the windows or the doors in the lot which is visible from outside the lot;
- 5.6 The Owners and Occupiers must comply with the following by-laws in relation to balconies:
- (a) must keep the balconies of the lot clean, tidy and in good repair;
  - (b) must ensure those parts of the balcony rails, doors and window frames which are common property are cleaned on a regular basis so as to prevent corrosion, rusting and weathering.
  - (c) must not place any item on the balcony of the lot;
    - (i) which is fixed;
    - (ii) which is inconsistent with the use as a balcony; or
    - (iii) which is inconsistent with the aesthetics and appearance of the building.
- 5.7 The Owner and Occupier must comply with the following by-laws in relation to barbecues:
- (a) place the operated barbecues on the balcony of the lot unless:
    - (i) it is portable with a cover; or
    - (ii) is the barbecue approved by or a type approved by the Owners Corporation; and
    - (iii) does not emit or permit any smoke or odour to emit from a barbecue on the lot which causes or is likely to cause a nuisance to the Owners or Occupiers of other lots.
- 5.8 The Owners and Occupiers must have consent from the Owners Corporation to enclose their car space.
- 6. BY-LAW 6 - USE OF LOTS**
- 6.1 Owners and Occupiers may not use or occupy their Lot or allow their Lot to be used or occupied for any unlawful purpose, or for any purpose that may lessen the reputation of the Building.
- 6.2 Owners and Occupiers may not use or occupy their Lot or allow their Lot to be used or occupied for any purpose unlawful or otherwise that may affect or lessen the reputation of the Building.

# SP91084

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- 6.3 The Owners Corporation must be notified by an Owner or Occupier:
- (a) who is carrying out or intends to carry out; or
  - (b) who permits or intends to permit any person to carry out, commercial operations from their Lot.
- 6.4 On request by the Owners Corporation, each Owner and Occupier of a Lot must give the Owners Corporation a copy of the consents they hold in connection with those activities.

## 7. BY-LAW 7- ALTERATIONS OR WORK TO LOTS

- 7.1 Subject to the By-Laws and the Strata Management Statement, the consent of the consent of the Owners Corporation must be obtained if an Owner or Occupier wishes:
- (a) make alterations to, additions to, remove, repair or replace:
    - (i) any part of the Common Property near or within their Lot (such as Common Property walls, Common Property windows and doors, Common Property floor and ceilings);
    - (ii) the structure of their Lot;
    - (iii) the internal walls inside their Lot (such as dividing walls, even though they may not be Common Property);
    - (iv) the balcony attached to their Lot (such as enclosing it or erecting some permanent structure on it (this does not include plants and furniture));
  - (b) install any bars, screens, grilles or other safety devices to the exterior or any windows or doors of their Lot;
- 7.2 If an Owner or an Occupier wishes to carry out works as set out in clause 7.1 then the Owner/Occupier must:
- (a) lodge an Application with the Owners Corporation that complies with this By-Law and obtained the Owners Corporation approval for the Application before it commenced any work; and
  - (b) comply with reasonable requirements of the Owners Corporation in carrying out the works.
- 7.3 Applications for the Owners Corporation approval must be:
- (a) submitted in writing;
  - (b) delivered to the address for service of the Owners Corporation, which is the secretary's address; and
  - (c) accompanied by two copies of:
    - (i) Building Plans and Specifications;
    - (ii) a report setting out the impact of the proposed works on Shared Facilities including how the Owner/Occupier proposes to minimise interruption to the Shared Facilities; and
    - (iii) a report from a suitably qualified engineer setting out the effect of the works on the structural integrity of the building.

# SP91084

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- (d) The building works must not:
  - (i) adversely affect the building;
  - (ii) at any time, affect the quiet enjoyment of the Owners and Occupiers of the Residential Strata Scheme; and
  - (iii) result in an increase in the amount paid with respect to Shared Facilities.
- 7.4 The Owners Corporation may require an applicant to give additional information to clarify details in the Application with a criteria that the Owners Corporation must assess when it considers the Application. The Owners Corporation must make a request for additional information within ten (10) Business Days of receiving the Application. The Applicant must supply the additional information as soon as reasonably possible.
- 7.5 Owners and Occupiers of Lots must not commence to carry out any Approved Building Works to their Lot, any other Lot or the Common Property:
  - (a) unless the Owners Corporation has approved the plans for the works;
  - (b) they have procured all relevant consents from the relevant Authorities;
  - (c) if applicable, they have in place all relevant insurances and have given a copy of the policy and the certificate of currency to the Owners Corporation.
- 7.6 When carrying out Approved Building Works the Owner and Occupier of a Lot must:
  - (a) comply with the reasonable requirements of the Owners Corporation and the consent from the Owners Corporation including without limitation the provision to the Owners Corporation prior to the commencement of any Approved Building Works of a bond security deposit or guarantee on terms acceptable to the Owners Corporation against the Owner or an Occupier of a Lot not complying with their obligations in respect to Approved Building Works including without limitation the obligation not to interfere with Common Property;
  - (b) comply with the requirement of all relevant Authorities and the consents from the relevant Authorities;
  - (c) ensure the works are carried out in a proper and workmanlike manner;
  - (d) use only qualified and where appropriate, licensed tradesmen;
  - (e) ensure the works are carried out without undue delay;
  - (f) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
  - (g) cause as little disturbance as is practicable to other Owners and Occupiers;
  - (h) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
  - (i) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;
  - (j) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage;
  - (k) ensure the works are installed wholly within the boundaries of their Lot.
- 7.7 On completion of Approved Building Works the Owners and Occupiers must:
  - (a) ensure all rubbish and debris caused by the works is removed from the Building;



# SP91084

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- (b) ensure the Common Property is left clean and tidy; and
  - (c) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the works.
- 7.8 Each Owner and Occupier must ensure the completed works comply with the requirements of all relevant Laws and Authorities and do not result in the Owners Corporation breaching any Law or the requirements of any Authority.
- 8. BY-LAW 8 - COMMON PROPERTY**
- 8.1 Owners and Occupiers must:
- (a) inform the Owners Corporation of any noticeable defect they notice in the Common Property or personal property vested in the Owners Corporation; and
  - (b) have consent from the Owners Corporation under the By-laws if alterations carried out on their Lot affect Common Property.
- 8.2 Owners and Occupiers must not:
- (a) bring or permit to enter, any heavy article which might cause structural damage to the Building;
  - (b) do anything to damage or deface Common Property;
  - (c) interfere with any personal property vested in the Owners Corporation;
  - (d) interfere with the operation of any Equipment installed in the Common Property;
  - (e) damage any lawn, plant, tree or garden situated on or within Common Property;
  - (f) purposely damage or use part of a lawn or garden, a plant or tree for your own purpose;
  - (g) place or hang laundry on any part of the Common Property;
  - (h) smoke on the Common Property;
  - (i) park or stand any vehicle on any part of the Common Property; and
  - (j) use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.
- 8.3 Notwithstanding Section 62 of the *Management Act*, Owners and Occupiers must maintain and keep in a state of good repair or otherwise as reasonably required by the Owners Corporation, any installation that services their Lot to which the consent of the Owners Corporation has been given under the By-laws.
- 8.4 Notwithstanding Section 62 of the *Management Act*, Owners and Occupiers of a Lot must be responsible for and take action to protect (including by removal or relocation) personal property (including motor vehicles, furniture, clothing or any other item of personal property) owned by Owners or Occupiers of a Lot against any damage that may be caused to that personal property by any defect in the Common Property.
- 8.5 Notwithstanding Section 62 of the *Management Act* and any other relevant provision of the *Management Act*, the Owners and Occupiers of a lot must be responsible for ensuring that:
- (a) the relevant parts of Common Property are painted every two (2) years by the Owners Corporation to ensure that the render on the Common Property does not absorb water and does not crack;
  - (b) the Owners Corporation takes responsibility for the Fire Engineering Report and undertakes all of its obligations at Law in respect of the Fire Engineering Report

# SP91084

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including without limitation all maintenance and inspection obligations at Law and obtaining all certifications required at Law in a timely manner including without limitation all relevant annual fire safety inspections and certifications for all relevant services prescribed at Law;

- (c) the Owners Corporation takes responsibility for the Notice of Determination including without limitation any obligations at Law that are required to be the responsibility of the Owners Corporation.

8.6 Notwithstanding and in addition to Section 28L of the Development Act and any other relevant provision of the Development Act, the Owners and Occupiers of a lot must be responsible for ensuring that:

- (a) the Owners Corporation takes responsibility for and complies with the Strata Development Contract and undertakes all of its obligations at Law in respect of the Strata Development Contract including without limitation access to Common Property to the extent necessary to carry out the Strata Development Contract; and
- (b) including without limitation where necessary to carry out the Strata Development Contract, the Owners Corporation and where relevant the Owners and Occupiers provide access to Shared Facilities located in the Residential Strata Scheme and Common Property which an Owner must maintain, repair or replace under an exclusive use By-Law; and
- (c) where necessary to carry out the Strata Development Contract the Owners Corporation and where relevant Owners and Occupiers do not create any interference, disturbance or stop in any way the carrying out of the Strata Development Contract.

## 9. BY-LAW 9 - PREVENTION OF DAMAGE TO COMMON PROPERTY

9.1 Owners and Occupiers must not:

- (a) without the prior written consent of the Owners Corporation, interfere with the operation of any Equipment installed in the Common Property;
- (b) modify any existing Equipment (whether or not such Equipment is contained wholly within their Lot) without the prior written consent of the Owners Corporation; and
- (c) without the prior written consent of the Owners Corporation, interfere with Common Property or remove any article from the Common Property placed there by direction or authority of the Owners Corporation.

## 10. BY-LAW 10 - SECURITY AND SECURITY KEYS

10.1 Subject to the Strata Management Statement, if it considers it necessary, the Owners Corporation may:

- (a) close off or restrict by means of Security Key access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;
- (b) exclude your access to any part of the Common Property as a means of monitoring the security of the Building; and
- (c) restrict by means of Security Key your access to one level of the Building to any other level.

10.2 Owners and Occupiers must not do or permit anything which may prejudice the security or safety of the Building.

10.3 Owners and Occupiers must close all security doors and gates when they pass through them.

10.4 If the Owners Corporation restricts access under By-Law 10.1, the Owners Corporation may make available to Owners and Occupiers free of charge or for a charge or bond (at the election

# SP91084

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- of the Owners Corporation) the number of Security Keys which the Owners Corporation considers necessary.
- 10.5 The Owners Corporation may charge Owners and Occupiers a fee or a bond for any additional or extra Security Key they may require.
  - 10.6 Owners and Occupiers must exercise great care in making a Security Key available for users of their Lot.
  - 10.7 Owners and Occupiers must take all reasonable steps to ensure return of the Security Key to the Owner or the Owners Corporation.
  - 10.8 Owners and Occupiers must not duplicate or permit a Security Key to be duplicated and must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than another Owner or Occupier or to the Owners Corporation.
  - 10.9 Owners and Occupiers must promptly notify the Owners Corporation if a Security Key is lost or destroyed.
  - 10.10 The Owners Corporation has the power to re-code Security Keys and to require Owners and Occupiers to return their Security Keys to have them re-coded.
  - 10.11 Owners Corporation has the power to make agreements with other parties to manage the Security Keys system for a charge, and if it does, Owners and Occupiers must deal with that party and pay the fee or bond that party may require for Security Keys.
- 11. BY-LAW 11-COMPENSATION TO OWNERS CORPORATION**
- 11.1 Owners and Occupiers must compensate the Owners Corporation for any damage to the Common Property or personal property vested in the Owners Corporation caused by them or any of their invitees.
  - 11.2 Owners and Occupiers must reimburse the Owners Corporation for any costs incurred by the Owners Corporation as a result of breach of the By-laws by them or anyone under their control.
- 12. BY-LAW 12- GARBAGE**
- 12.1 The Owner and Occupier of a Lot must comply with directions issued by the Building Manager about the storage and removal of garbage. Owners and Occupiers must not leave garbage in any other part of the building that as directed by the Building Manager.
  - 12.2 Residents must comply with the following when using the bin compound:
    - all waste to be wrapped first,
    - no dangerous objects to be placed in the bins in the bin compound.
    - no heavy objects to be placed in the bins in the bin compound,
    - no liquids or oils to be placed in the bins in the bin compound,
    - anything spilled in the area near the bin compound must be promptly removed and action must be taken as necessary to clean the area within which that thing has spilled.
    - Leave your other garbage and recyclable materials in the area or receptacle in the building garbage rooms designated by the Owners Corporation for that purpose; and
    - Recycle your garbage according to instructions from the Owners Corporation and Council.
  - 12.3 Garbage generated on Common Property will be placed in bins in the bin compound.
  - 12.4 the Owners Corporation may make Rules about the storage and removal of garbage within the Common Property.

# SP91084

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## 13. BY-LAW 13- ANIMALS

The Owners Corporation proposes to adopt the standard model by laws in or to the effect of the by-laws set out in the Strata Schemes Management Act Option A.

## 14. BY-LAW 14- RULES

14.1 The Owners Corporation may make Rules relating to matters associated with:

- (a) the use and management of the Building;
- (b) the security and control of the Building;
- (c) enclosing car spaces;
- (d) the appearance of lots;
- (e) the appearance of the building;
- (f) the type of furniture or other items which are prohibited from being placed on the balconies;
- (g) any other matters determined by the Owners Corporation.

14.2 The Owners Corporation may amend or replace any Rule.

14.3 Owners and Occupiers are bound by the Rules.

14.4 The Owners Corporation must display any new or amended Rule on the notice board of the Building for at least 7 days, or send a copy to each Owner.

14.5 If the Owner is not the Occupier, the Owner must send a copy of the Rules to the Occupier within 7 days of receiving a copy from the Owners Corporation.

14.6 If a rule is inconsistent with a By-Law or the Strata Management Statement then the Strata Management Statement shall prevail to the extent of the inconsistency.

## 15. BY-LAW 15 - INSURANCE PREMIUMS

15.1 Unless there is prior written consent of the Owners Corporation, Owners and Occupiers may not do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

15.2 Consent under By-Law 15.1 allows the Owners Corporation to require an Owner to reimburse the Owners Corporation for the higher premiums.

15.3 Owners and Occupiers must immediately notify the Owners Corporation of any activity carried out or intended to be carried out or permitted to be carried out on their Lot which may increase the premiums for the insurances held by the Owners Corporation.

15.4 Owners are responsible to pay the amount by which any insurance premium may increase as a result of any activity being carried out on that Owner's Lot. The increased amount must be paid from time to time on demand from the Owners Corporation. A letter from the broker for the Owners Corporation is, in the absence of manifest error, conclusive evidence of the increased amount.

## 16. BY-LAW 16 - SIGNS

Unless there is prior written consent of the Owners Corporation Owners and Occupiers must not affix or exhibit any sign, light, advertisement, name or notice to or on any part of the Building or within any part of a Lot which is visible from outside the Lot.

# SP91084

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## 17. BY-LAW 17 - MOVING AND DELIVERING

- 17.1 This By-Law relates to moving in and out of the Building, taking delivery of items in the Building and moving large or heavy items through the Common Property.
- 17.2 An Owner or Occupier must prior to moving items through the Common Property make arrangements with the Building Manager at least 72 hours before moving furniture, goods, belongings or other items through the Common Property and if necessary make arrangements with the Building Manager for a reservation to use the loading dock if required.
- 17.3 Owners and Occupiers must not do any damage to the Common Property, or must immediately make good any such damage they have caused to their Lot.
- 17.4 The Owner and Occupier must comply with the directions and requirements issued by the Building Manager.

## 18. BY-LAW 18- COMPLAINTS AND APPLICATIONS

- 18.1 Any complaint or Application to the Owners Corporation or the Executive Committee must be addressed in writing to the party nominated from time to time by the Owners Corporation to accept that complaint or Application.
- 18.2 If the Owners Corporation has not made a nomination, then complaints and applications must be addressed to the Managing Agent, or if the Owners Corporation has not appointed a Managing Agent, to the Executive Committee.

## 19. BY-LAW 19- LEASE OR LICENCE OF LOTS

- 19.1 This By-Law applies to Lots that are leased or licensed or otherwise occupied by a party other than the Owner.
- 19.2 If an Owner of a Lot has leased or licensed that Lot, the Owner of the Lot:
  - (a) must ensure the Occupiers have a copy of the most recent version of the By-laws, and any amendments or changes from time to time of the By-laws;
  - (b) must ensure the Occupiers comply with the By-laws;
  - (c) must act promptly to comply with any reasonable notice the Owner may receive from the Owners Corporation, the Executive Committee, the Managing Agent and the Building Manager (if any) about the Occupiers; and
  - (d) must take all action available to ensure the Occupiers comply with the By-laws and any reasonable notice the Owner receives from the Owners Corporation.
- 19.3 If an Owner of a Lot has leased or licensed that Lot, the Occupier of the Lot:
  - (a) must comply with the By-laws; and
  - (b) must promptly comply with any notice it receives from the Owners Corporation, the Executive Committee, the Managing Agent and the Building Manager (if any).

## 20. BY-LAW 20 - TRAFFIC IN COMMON PROPERTY

- 20.1 In addition to the powers under the Management Act and subject to the Strata Management Statement, the Owners Corporation has the power to:
  - (a) impose a speed limit for traffic using Common Property;
  - (b) impose restrictions on the use of the Common Property driveways and parking areas;
  - (c) install signs and devices to regulate and control traffic in Common Property.

# SP91084

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- 20.2 The Owners Corporation may appoint the Facilities Manager to regulate and administer traffic in Common Property.
- 20.3 The Owners Corporation must exercise its powers granted pursuant to this By-Law 20 subject to the stipulations and restrictions of the Traffic Report.
- 21. BY-LAW 21 - STRATA MANAGER**
- 21.1 The Owners Corporation must appoint and enter into an agreement with a Strata Manager. The Owners Corporation must appoint the same Strata Manager that the **Building Management Committee** appoints under the **Building Management Statement**.
- 22. BY-LAW 22 - FACILITIES MANAGER**
- 22.1 The Owners Corporation has the power to appoint and enter into agreements with the Building Manager to assist the Owners Corporation in carrying out its responsibilities in caretaking, maintaining and repairing the Common Property.
- 22.2 The agreements between the Owners Corporation and the Building Manager may contain the following provisions:
- (a) remuneration for the Building Manager of an annual fee agreed upon between the Owners Corporation and the Building Manager; and
  - (b) provide for the annual fee to be reviewed annual in accordance with the [insert].
- 22.3 The agreements may include specific duties of the Building Manager relating to caretaking, supervising, servicing, maintaining, repairing, cleaning, renewing and replacing:
- (a) the Common Property;
  - (b) the Equipment in the Common Property;
  - (c) any personal property vested in the Owners Corporation;
  - (d) the building generally; and/or
  - (e) including duties relating to the carrying out of any other task that the Owners Corporation deems necessary for the operation and management of the building.
- 22.4 Each agreement entered into by the Owners Corporation may contain provisions about the term of the agreement, the option terms, the remuneration of the Building Manager and the duties of the Building Manager as may be determined by the Owners Corporation.
- 22.5 At the expiration of an agreement entered into under By-Law 22.1 the Owners Corporation may enter into a further agreement under that By-Law.
- 23. BY-LAW 23 - EXCLUSIVE USE**
- 23.1 Where air conditioning has been installed for the exclusive use of a lot, the Owner of the lot:
- (a) has the exclusive use of the air conditioning equipment installed and located on the Common Property that is connected to that lot; and
  - (b) has a special privilege to connect to the air conditioning equipment on the Common Property and to access their own air conditioning equipment via the Common Property for the purposes of maintenance or repair.
- 23.2 An Owner must:
- (a) maintain, replace or repair their own air conditioning equipment or the air conditioning equipment mentioned in 23.1 and must pay all running costs associated with that air conditioning equipment;

# SP91084

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- (b) reimburse the Owners Corporation for maintenance, repair of or replacement of any air conditioning equipment which exclusively services their lot if the Owners Corporation has carried out such maintenance, repair or replacement;
  - (c) bear the sole responsibility of insuring their air conditioning equipment;
  - (d) make prior arrangements with the Owners Corporation to gain access to any air conditioning equipment on Common Property;
  - (e) comply with the requirements of any competent authority regarding the operation of any air conditioning equipment;
  - (f) repair any damage to Common Property or the property of another Owner or Occupier of a Lot caused by the exercise of rights or compliance with obligations under this by-law; and
  - (g) indemnify the Owners Corporation against all claims and liability caused by the exercise of rights or compliance with obligations under this by-law.
- 23.3 Any Common Property for the exclusive personal use by the unit/Lot Owner shall remain as the responsibility of that unit/Lot Owner.
- 23.4 Any Common Property for the exclusive use by each Strata Plan shall remain as the responsibility of that Strata Plan.
- 24. BY-LAW 24 - FAILURE TO COMPLY**
- 24.1 The Owners Corporation may do anything on or within a Lot which an Owner or Occupier should have done under the Management Act, the Strata Management Statement or the By- Laws which have not been done by the Owner or Occupier or should have been done by the Owner or Occupier.
- 24.2 The Owners Corporation must give a written notice to the Owner or Occupier specifying the time of entry into the Lot in order to do the work.
- 24.3 The Owner and/or Occupier must:
- (a) give the Owners Corporation or such persons as is authorised by it access to the Lot in accordance with the notice; and
  - (b) be responsible for and is liable to the Owners Corporation for the costs of carrying out the work.
- 24.4 The Owners Corporation may sue for recovery for any moneys owing under this By-Law as a debt due and payable by the Owner of the Lot to the Owners Corporation.
- 24.5 This By-law is in addition to the powers bestowed upon the Owners Corporation under the Management Act.
- 25. BY-LAW 25 - FIXTURES**
- 25.1 In this By-Law 25 "Fixture" means a fixture, and all components or parts thereof whether or not visible from outside our Lot, equipment or building work made or installed by an Owner or Owner of a Lot, and without limiting the generality of this By-Law or the powers of the Owners Corporation, includes an air-conditioner, an automatic or manual garage door, gas bayonet, water heater and burglar alarm system together with connections whether for electrical wiring or plumbing connections servicing a Lot whether or not installed by the original Owner or Owner from time to time of a Lot.
- 25.2 Unless it is a fixture removable by a Lessee or Sublessee at the expiration of a tenancy a fixture that serves a Lot is an owner's fixture.

# SP91084

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- 25.3 The Owner of a Lot must maintain in a state of good and serviceable repair a fixture that services his Lot, and must renew or replace it where necessary.
- 25.4 The Owner of a Lot must ensure that any maintenance, renewal or replacement of a fixture servicing his Lot and visible from outside his Lot, is done so that the fixture is in keeping with the appearance of the rest of the building.
- 25.5 The Owner of a Lot must indemnify the Owners Corporation against any liability or expense incurred by reason of the existence or use of a fixture that services his Lot, being a liability or expense that would not have been incurred if the fixture had not been made or installed.
- 25.6 This By-Law shall not create any obligation on the part of the Lessor or Sublessor of a lot in favour of his Lessee or Sublessee.
- 25.7 Insofar as this By-law is contrary to the terms of the consent of the Owners Corporation to the making or installation of a fixture, this By-law has affect in relation to that fixture subject to those terms.
- 25.8 The Owners Corporation may terminate this By-law entirely or insofar as it affects any one proprietor for the good order and maintenance of the building or other sufficient cause.
- 25.9 The Owner of a lot must, in relation to any fixture, pay any increased insurance premium payable by the Owners Corporation as a consequence of such fixtures.
- 25.10 The Owner of a lot must comply with the Noise Control Act 1975 and regulations thereunder and any similar legislation in relation to any fixture and also satisfy standards relevant to the affixing of a fixture and ensure the disposal of any condensation or discharge from a fixture remaining within the Owner's Lot and does not become a hazard to Common Property.
- 25.11 The Owner of a Lot must, in relation to such fixture, repair and reinstate any damage to the Common Property that occurs in the installation or removal or repairing or replacing of a fixture.
- 25.12 The Owner or Occupier of a Lot must maintain all Fixtures at its own expense and ensure that any warranty in respect of any Fixture is not voided.
- 26. BY-LAW 26 – ON-SITE DETENTION SYSTEM**
- 26.1 In this By-Law 26 "On-site Detention System" means and includes all ancillary gutters, downpipes, pipes, drains, walls, kerbs, pits, grates, tanks, basins and other surfaces designed to temporarily detain and control storm water hereinafter called "the system".
- 26.2 The Owner or Occupier of a Lot and the Owners Corporation shall:
- (a) not allow any obstruction or interference of any kind to be erected, placed, created, or performed so as to inhibit the flow of water to and from the system;
  - (b) except in the accordance with a Council of Hornsby approved plan, not allow any building, erection or structure to be constructed, or allow to remain constructed or placed on that part of the lot burdened denoted OSD;
  - (c) not carry out, or allow to be carried out any change of land profile or earthworks on the burdened lot;
  - (d) not carry out, or allow to be carried out any alterations to the system including surface levels, grates, pipes or any other material or elements thereof outside those normally required for information, maintenance and proper function of the system;
  - (e) permit storm water to be temporarily detained by the system;
  - (f) keep the system clean and free from slit, rubbish, debris and the like;
  - (g) maintain the volume of the system to have a storage capacity of not less than 10 cubic meters and a maximum discharge rate, when full, of 30 liters per second;



# SP91084

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- (h) maintain, repair and replace the system or any part thereof due to decay or damage without delay so that it functions in a safe and efficient manner.
- (i) permit the Council of Hornsby or its authorized agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect and undertake emergency works on the land so burdened for the compliance with the requirements of this By-law;
- (j) comply with the terms of any written notice issued by the Council of Hornsby in respect to the requirements of this By-law within the time stated in the notice;
- (k) meet any reasonable cost incurred by the Council of Hornsby in completing the work requested in writing pursuant to the above, where the registered proprietor fails to comply with any written request of the Council of Hornsby;
- (l) indemnify and keep indemnified the Council of Hornsby from and against all claims, demands, actions, suits, causes of action, sum or sums of money, compensation, damages, costs and expenses which the Council of Hornsby or any other person may suffer as a result of any malfunction or non-operation of the system or any failure of the registered proprietor to comply with the terms of this covenant.

## 27. BY-LAW 27 – WASTE COLLECTION

27.1 The Owner or Occupier of a Lot and the Owners Corporation shall ensure full and free right for Hornsby Shire Council, its servants, agents, contractors and all persons authorised by Hornsby Shire Council to go, pass and repass over the whole of the Common Property at all times with or without vehicles for the purpose of collecting and removing garbage, recycling and refuse from the Common Property and for purposes incidental thereto.

## 28. BY-LAW 28 – USE OF BASEMENT STORAGE SPACES

### 28.1 Rights of Owners

Owners may only use any storage space which may be allocated to their lot for any lawful use. Each owner must determine for themselves whether the storage place allocated to their lot, if any, is fit for the storage of their particular items and no responsibility or liability shall fall to the Owners Corporation in respect of any damage caused to the items of an Owner by virtue of where they have been stored. Items stored in any allocated storage space in the basement should be kept off the walls and raised off the floors.

### 28.2 Obligations of the owners

Owners must:

- (a) Keep their storage space clean and tidy at all times
- (b) Give the Owners Corporation access to their storage space if the Owners Corporation needs to comply with its obligations under the by-laws or the Management Act.
- (c) With regard to items stored in allocated space in the basement, keep items off the external walls and off the floors so they are not susceptible to water damage.

### 28.3 Things the owners must not do

Owners must not:

- (a) Use their storage space for any unlawful use;
- (b) Keep flammable materials in their storage space; or
- (c) Deposit or leave garbage or recyclable materials in their storage space.

# SP91084

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## 29. BY-LAW 29 – EXCLUSIVE USE OF DEVELOPMENT LOT 65 AND COMMON PROPERTY

29.1 Notwithstanding and in addition to Section 28L of the Development Act and any other relevant provision of the Development Act, the Owners and Occupiers of a lot must be responsible for ensuring that:

- (a) the Owners Corporation takes responsibility for and complies with the Strata Development Contract and undertakes all of its obligations at Law in respect of the Strata Development Contract including without limitation that the Developer will have access to and exclusive use of the Development Lot 65 and the Common Property to the extent necessary to carry out the Strata Development Contract and Construction Works; and
- (b) including without limitation where necessary to carry out the Strata Development Contract and Constructions Works, the Owners Corporation and where relevant the Owners and Occupiers provide the Developer with access to Shared Facilities located in the Residential Strata Scheme and Common Property which an Owner must maintain, repair or replace under an exclusive use By-Law and the Development Lot 65; and
- (c) where necessary to carry out the Strata Development Contract and Constructions Works, the Owners Corporation and where relevant Owners and Occupiers provide where necessary the Developer with exclusive use and access to Common Property including access to Shared Facilities located in the Residential Strata Scheme and Common Property which an Owner must maintain repair or replace under an exclusive use By-Law and the Development Lot 65; and
- (d) where necessary to carry out the Strata Development Contract and Construction Works, the Owners Corporation and where relevant Owners and Occupiers do not create any interference, disturbance or stop in any way the carrying out of the Strata Development Contract and Construction Works including access to and exclusive use of the Development Lot 65 and the Common Property.
- (e) Where necessary to carry out the Strata Development Contract and Construction Works, the Owners Corporation and where relevant Owners and Occupiers will allow ingress and egress over the Common Property and Development Lot 65 including ingress and egress over Shared Facilities located in the Residential Strata Scheme and Common Property which an Owner must maintain, repair or replace under an exclusive use By-Law;
- (f) where necessary to carry out the Strata Development Contract and Construction Works, the Owners Corporation and where relevant Owners and Occupiers will allow construction vehicles to be parked on the Common Property and the Development Lot 65;
- (g) where necessary to carry out the Strata Development Contract and Construction Works, the Owners Corporation and where relevant Owners and Occupiers will permit the Developer to use any part of the Common Property and Development Lot 65 including the use of Shared Facilities located in the Residential Strata Scheme and Common Property which an Owner must maintain, repair or replace under an exclusive use By-Law to carry out the Strata Development Contract and Construction Works and the use may include vehicle and pedestrian access and access by workmen during construction of the development the subject of the Strata Development Contract;
- (h) where necessary to carry out the Strata Development Contract and Construction Works, the Owners Corporation and where relevant Owners and Occupiers will not prevent the Developer from erecting and maintaining any signs including construction signs relating to or arising from the Strata Development Contract on the Common Property and the Development Lot 65 and on Shared Facilities located in the Residential Strata Scheme and Common Property which an Owner must maintain, repair or replace under an exclusive use By-Law;

# SP91084

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- (i) where necessary to carry out the Strata Development Contract and Construction Works, the Owners Corporation and where relevant Owners and Occupiers will not prevent the Developer from making connections, both temporary and permanent to services including, electricity, water, sewerage, to provide services to the Development Lot 65 and the lots the subject of the Strata Development Contract from services located on the Common Property and Development Lot 65 and from services located on Shared Facilities located in the Residential Strata Scheme and Common Property which an Owner must maintain, repair or replace under an exclusive use By-Law;
- (j) where necessary to carry out the Strata Development Contract and Construction Works, the Owners Corporation and where relevant Owners and Occupiers will not in any way under By-Law number 10 restrict access or impose any cost, charge, bond or other financial imposition on the Developer for access to the Common Property or Development Lot 65 or access to Shared Facilities located in the Residential Strata Scheme and Common Property which an Owner must maintain, repair or replace under an exclusive use By-Law;
- (k) where necessary to carry out the Strata Development Contract and Construction Works, the Owners Corporation and where relevant Owners and Occupiers will not in any way under By-Law number 14 make any Rules that restrict or impede or prevent the Developer in any way carrying out the Strata Development Contract or the Construction Works.
- (l) the Owners Corporation and where relevant Owners and Occupiers give 72 hours prior notice to the Developer and make arrangements acceptable to the Developer before moving furniture, goods, belongings or other items through the Common Property or Development Lot 65 and ensure there is no interruption to or interference with the carrying out of the Strata Development Contract or the Construction Works by the Developer arising from moving furniture, goods, belongings or other items through to Common Property or Development Lot 65;
- (m) where necessary to carry out the Strata Development Contract and Construction Works the Owners Corporation and where relevant Owners and Occupiers will not in any way including by way of By-Law number 20 impose restrictions on the use of the Common Property driveways or parking areas that would impede or interfere with the Developer carrying out the Strata Development Contract or the Construction Works;
- (n) during the period that the Developer is carrying out the Strata Development Contract and the Construction Works and up to completion of the Strata Development Contract and the Construction Works the Owners Corporation and where relevant the Owners and Occupiers will not in any way prevent the Developer nominating a representative to the Building Management Committee;
- (o) where necessary to carry out the Strata Development Contract and Construction Works the Owners Corporation and where relevant Owners and Occupiers will not object to the Developer installing and maintaining tower cranes and similar equipment on the Common Property and Development Lot 65 nor object to the Developer operating such equipment carrying loads of construction materials above, over and through the Common Property, Development Lot 65 and Shared Facilities located in the Residential Strata Scheme and Common Property which an Owner must maintain, repair or replace under an exclusive use By-Law;
- (p) where necessary to carry out the Strata Development Contract and Construction Works the Owners Corporation and where relevant Owners and Occupiers will not object to and allow traffic management of the Common Property driveway to allow ingress and egress of vehicles and equipment for the purposes of carrying out the Strata Development Contract and Construction Works;
- (q) where necessary to carry out the Strata Development and Construction Works the Owners Corporation and where relevant Owners and Occupiers will not object to the use of Common Property or Development Lot 65 visitor car spaces by vehicles

# SP91084

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associated with the carrying out of the Strata Development Contract or Construction Works;

- (r) where necessary to carry out the Strata Development Contract and Construction Works the Owners Corporation and where relevant Owners and Occupiers will not object to and allow for priority to be given to the requirements of the Developer including the resolution of any complaints in respect to carrying out the Strata Development Contract and Construction Works on the Common Property and Development Lot 65 until the Strata Development Contract and Construction Works are completed and all relevant approvals and certifications in respect of the Strata Development Contract and Construction Works have been obtained to the satisfaction of the Developer;
- (s) where necessary to carry out the Strata Development Contract and Construction Works the Owners Corporation and where relevant Owners and Occupiers will not object to and will allow the Developer to carry out works to alter the Building and Common Property where necessary for the Developer to obtain and maintain necessary approvals and certifications in respect of the Strata Development Contract and Construction Works;
- (t) where necessary to carry out the Strata Development Contract and Construction Works and during the period until the Developer obtains all approvals and certifications to the satisfaction of the Developer in respect of the Strata Development Contract and the Construction Works, the Owners Corporation and where necessary Owners and Occupiers will permit the Developer and will not interfere or impede the Developer from carrying out the Strata Development Contract and Construction Works.

29.2 The Developer will ensure that the Developer will:

- (a) comply with the requirements of any competent authority when exercising its rights under this By-Law; and
- (b) reasonably repair any damage to the Development Lot 65 and the Common Property including Shared Facilities located in the Residential Strata Scheme and Common Property which an Owner must maintain repair under or replace an exclusive use By-Law caused by the Developer when exercising its right under this By-Law number 29.

29.3 The Owners Corporation will remain responsible for the proper maintenance of and keeping in a state of good and serviceable repair, the Common Property or the relevant part of it and the Development Lot 65 or the relevant part of it except as otherwise provided for in this By-Law.

29.4 This By-Law number 29 and its provisions will be at an end and have no force or effect on the later of the completion of the Strata Development Contract or the Construction Works and the completion of the sale of the last unsold lot the subject of the Strata Development Contract.

## 30. BY-LAW 30 – SELLING AND MARKETING DEVELOPMENT LOT 65

30.1 The Owners and Occupiers of a lot must be responsible for ensuring that:

- (a) the Owners Corporation and where relevant the Owners and Occupiers permit the Developer whilst lots the subject of the Strata Development Contract remain unsold to have access (including vehicular and pedestrian access and access with workmen) to and erect and maintain marketing and for sale signs and similar or related signs on the Common Property and Development Lot 65 and on Shared Facilities located in the Residential Strata Scheme and Common Property which an Owner must maintain repair or replace under an exclusive use By-Law.

30.2 This By-Law number 30 and its provisions will be at an end and have no force or effect on the later of the completion of the Strata Development Contract or the Construction Works and the completion of the sale of the last unsold lot the subject of the Strata Development Contract.

# SP91084

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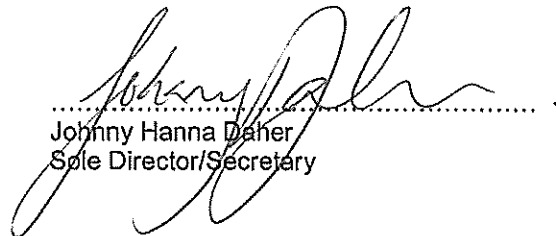
## 31. BY-LAW 31 – COMPLAINTS, MEDIATION AND ADJUDICATION

- 31.1 During the period that the Developer is carrying out the Strata Development Contract, the Construction Works and until the completion of the sale of the last unsold lot the subject of the Strata Development Contract, the Owners and Occupiers will be responsible for ensuring that:
- (a) the Owners Corporation and where relevant the Owners and Occupiers will:
    - (i) put in writing any complaint in relation to the carrying out of the Strata Development Contract or Construction Works and deliver the written complaint to the Developer; and
    - (ii) attempt in good faith to negotiate a resolution of the complaint with the Developer to the mutual satisfaction of the parties to the complaint; and
  - (b) where after a reasonable period of time taking into account the nature of the complaint but in any event no longer than 3 weeks from the delivery of the complaint to the Developer the parties cannot reach a resolution of the complaint to the mutual satisfaction of the parties the parties to the complaint will proceed to and engage in mediation in accordance with the provisions of Chapter 5 of the Management Act prior to making any Application under those provisions; and
  - (c) where mediation is unsuccessful in reaching an agreement between the parties to the complaint any of the parties to the complaint may resort to making an Application in accordance with the provisions of Chapter 5 of the Management Act for orders to be made in accordance with the provisions of Chapter 5 of the Management Act.

## 32. BY-LAW 32 – NO REPEAL OR AMENDMENT

- 32.1 During the period that the Developer is carrying out the Strata Development Contract, the Construction Works and until the completion of the sale of the last unsold lot the subject of the Strata Development Contract, the Owners and Occupiers will be responsible to ensure that the Owners Corporation and where relevant the Owners and Occupiers will not repeal or amend By-Laws numbered 29, 30, 31 and 32.

EXECUTED by )  
Balmoral Street Developments Pty Ltd )  
ACN 159 560 817 )  
in accordance with s127 of )  
the Corporations Act 2001 )

  
.....  
Johnny Hanna Daher  
Sole Director/Secretary

# SP91084

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## Consent of a Mortgagee

*A Banzato*  
Amedeo Banzato  
Relationship Executive

Signed at Paramatta the 3rd day of  
December 2015 For Commonwealth  
Bank of Australia A.C.N. 123 123 124 by its  
Duly appointed Attorney under Power of Attorney  
Book 4548 No. 494

Witness

*[Signature]*  
Andrew Nasr  
Analyst  
101 George st Paramatta NSW

REGISTERED



22.12.2015