

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>Urban Land Housing</b> <b>HomeCo Glenmore Park Town Centre, Shop 7C, 1 Town Terrace, Glenmore Park NSW 2745</b> <b>Email: a.pendleton@ulh.com.au</b>	<b>Phone: 0410 454 182</b> <b>Ref: Aaron Pendleton</b>
co-agent		
vendor	<b>Siv Ying Rauv</b> <b>143 Gladstone Street, Cabramatta NSW 2166</b>	
vendor's solicitor	<b>Scarsbrook Legal</b> <b>PO Box 7188, Norwest NSW 2153</b> <b>Email: scarsbrooklegal@tpg.com.au</b>	<b>Phone: 0412 160 619</b> <b>Ref:</b>
date for completion	<b>42nd day after the contract date (clause 15)</b>	
land (address, plan details and title reference)	<b>Townhouse 45, 47 Camellia Avenue, Glenmore Park NSW 2745</b> <b>Lot 1 in Strata Plan 82944</b> <b>Folio Identifier 1/SP82944</b>	
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Townhouse	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

**A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.**

inclusions	<input checked="" type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input checked="" type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$ _____	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

**Where there is more than one purchaser**     JOINT TENANTS  
 tenants in common     in unequal shares, specify: \_\_\_\_\_

**GST AMOUNT** (optional) The price includes GST of: \$

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

## SIGNING PAGE

VENDOR	PURCHASER
<p><b>Signed by</b></p>    <p>_____</p> <p>Vendor</p>    <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p>    <p>_____</p> <p>Purchaser</p>    <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p><b>Signed by</b> _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>   <p>_____ Signature of authorised person      _____ Signature of authorised person</p> <p>_____ Name of authorised person      _____ Name of authorised person</p> <p>_____ Office held      _____ Office held</p>	<p><b>Signed by</b> _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>   <p>_____ Signature of authorised person      _____ Signature of authorised person</p> <p>_____ Name of authorised person      _____ Name of authorised person</p> <p>_____ Office held      _____ Office held</p>

### Choices

Vendor agrees to accept a **deposit-bond**

NO  yes

**Nominated Electronic Lodgement Network (ELN)** (clause 4):  
**Manual transaction** (clause 30)

PEXA

NO  yes

(if yes, vendor must provide further details, including any applicable exception, in the space below):

### Tax information (the parties promise this is correct as far as each party is aware)

**Land tax** is adjustable

NO  yes

**GST:** Taxable supply

NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply

NO  yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

- not made in the course or furtherance of an enterprise that the vendor carries on section 9-5(b))
- by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- GST-free because the sale is the supply of a going concern under section 38-325
- GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an **GSTRW payment**  
(GST residential withholding payment)

NO  yes (if yes, vendor must provide details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

### GSTRW payment (GST residential withholding payment) – details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**: \$

**If more than one supplier, provide the above details for each supplier.**

Amount purchaser must pay – price multiplied by the **GSTRW** rate (residential withholding rate): \$

Amount must be paid:  AT COMPLETION  at another time (specify):

Is any of the consideration not expressed as an amount in money?  NO  yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input checked="" type="checkbox"/> 33 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input checked="" type="checkbox"/> 34 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input checked="" type="checkbox"/> 35 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 36 strata development contract or statement
<input type="checkbox"/> 5 document to be lodged with a relevant plan	<input type="checkbox"/> 37 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 38 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 39 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 40 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 41 property certificate for neighbourhood property
<input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 42 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 43 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 44 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 45 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 46 plan creating precinct property
<input type="checkbox"/> 15 occupation certificate	<input type="checkbox"/> 47 precinct development contract
<input type="checkbox"/> 16 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 48 precinct management statement
<input type="checkbox"/> 17 other document relevant to tenancies	<input checked="" type="checkbox"/> 49 property certificate for community property
<input type="checkbox"/> 18 licence benefiting the land	<input checked="" type="checkbox"/> 50 plan creating community property
<input type="checkbox"/> 19 old system document	<input type="checkbox"/> 51 community development contract
<input type="checkbox"/> 20 Crown purchase statement of account	<input checked="" type="checkbox"/> 52 community management statement
<input type="checkbox"/> 21 building management statement	<input type="checkbox"/> 53 document disclosing a change of by-laws
<input type="checkbox"/> 22 form of requisitions	<input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 <i>clearance certificate</i>	<input type="checkbox"/> 55 document disclosing a change in boundaries
<input checked="" type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015
<b>Home Building Act 1989</b>	<input type="checkbox"/> 57 information certificate under Community Land Management Act 2021
<input type="checkbox"/> 25 insurance certificate	<input type="checkbox"/> 58 disclosure statement - off-the-plan contract
<input type="checkbox"/> 26 brochure or warning	<input type="checkbox"/> 59 other document relevant to off-the-plan contract
<input type="checkbox"/> 27 evidence of alternative indemnity cover	<b>Other</b>
<b>Swimming Pools Act 1992</b>	<input type="checkbox"/> 60
<input type="checkbox"/> 28 certificate of compliance	
<input type="checkbox"/> 29 evidence of registration	
<input type="checkbox"/> 30 relevant occupation certificate	
<input type="checkbox"/> 31 certificate of non-compliance	
<input type="checkbox"/> 32 detailed reasons of non-compliance	

**HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number**

Netstrata

PO Box 265 Hurstville BC NSW 1481

Ph: 1300 638 787

Email: [hello@netstrata.com.au](mailto:hello@netstrata.com.au)

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

**WARNING—SMOKE ALARMS**

The owners of certain types of buildings and strata lots must have smoke alarms, or in certain cases heat alarms, installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

Before purchasing land that includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation, including areas in which residential premises have been identified as containing loose-fill asbestos insulation, contact NSW Fair Trading.

### **Cooling off period (purchaser's rights)**

- 1 This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2 **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
  - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
  - (b) in any other case—the fifth business day after the day on which the contract was made.
- 3 There is **NO COOLING OFF PERIOD**—
  - (a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
  - (b) if the property is sold by public auction, or
  - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
  - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.
- 4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

### **DISPUTES**

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

### **AUCTIONS**

Regulations made under the Property and Stock Agents Act 2002 prescribe a number of conditions applying to sales by auction.

## WARNINGS

1. Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:
 

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land and Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgage).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

**1 Definitions (a term in italics is a defined term)**

1.1	In this contract, these terms (in any form) mean –
	<i>adjustment date</i> the earlier of the giving of possession to the purchaser or completion;
	<i>adjustment figures</i> details of the adjustments to be made to the price under clause 14;
	<i>authorised Subscriber</i> a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
	<i>bank</i> the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
	<i>business day</i> any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
	<i>cheque</i> a cheque that is not postdated or stale;
	<i>clearance certificate</i> a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
	<i>completion time</i> the time of day at which completion is to occur;
	<i>conveyancing rules</i> the rules made under s12E of the Real Property Act 1900;
	<i>deposit-bond</i> a deposit bond or guarantee with each of the following approved by the vendor –
	<ul style="list-style-type: none"> <li>● the issuer;</li> <li>● the expiry date (if any); and</li> <li>● the amount;</li> </ul>
	<i>depositholder</i> vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
	<i>discharging mortgagee</i> any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
	<i>document of title</i> document relevant to the title or the passing of title;
	<i>ECNL</i> the Electronic Conveyancing National Law (NSW);
	<i>electronic document</i> a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
	<i>electronic transaction</i> a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
	<i>electronic transfer</i> a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
	<i>FRCGW percentage</i> the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
	<i>FRCGW remittance</i> a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
	<i>GST Act</i> A New Tax System (Goods and Services Tax) Act 1999;
	<i>GST rate</i> the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
	<i>GSTRW payment</i> a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
	<i>GSTRW rate</i> the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
	<i>incoming mortgagee</i> any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
	<i>legislation</i> an Act or a by-law, ordinance, regulation or rule made under an Act;
	<i>manual transaction</i> a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
	<i>normally</i> subject to any other provision of this contract;
	<i>participation rules</i> the participation rules as determined by the <i>ECNL</i> ;
	<i>party</i> each of the vendor and the purchaser;
	<i>property</i> the land, the improvements, all fixtures and the inclusions, but not the exclusions;
	<i>planning agreement</i> a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
	<i>populate</i> to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

## 3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party* *serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

## 5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within 21 days* after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within 21 days* after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within a reasonable time*.

## 6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

## 7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within 14 days* after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

## 11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

## 12 Certificates and inspections

- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

**13 Goods and services tax (GST)**

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

**14 Adjustments**

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

**15 Date for completion**

The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.

**16 Completion****• Vendor**

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

**• Purchaser**

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

**17 Possession**

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

**19 Rescission of contract**

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
- 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

## 21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

## 22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

## 23 Strata or community title

### • Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

## 25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

**26 Crown purchase money**

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.  
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.  
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.  
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

**27 Consent to transfer**

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.  
 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.  
 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.  
 27.4 If consent is refused, either *party* can *rescind*.  
 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.  
 27.6 If consent is not given or refused –  
 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or  
 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.  
 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –  
 27.7.1 under a *planning agreement*; or  
 27.7.2 in the Western Division.  
 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.  
 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

**28 Unregistered plan**

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.  
 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.  
 28.3 If the plan is not registered *within that time* and in that manner –  
 28.3.1 the purchaser can *rescind*; and  
 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.  
 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.  
 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.  
 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

**29 Conditional contract**

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.  
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.  
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.  
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.  
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.  
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.  
 29.7 If the *parties* can lawfully complete without the event happening –  
 29.7.1 if the event does not happen *within the time* for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;  
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and  
 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –  
 • either *party* *serving* notice of the event happening;  
 • every *party* who has the benefit of the provision *serving* notice waiving the provision; or  
 • the end of the time for the event to happen.

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

### 30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

**32 Residential off the plan contract**

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

TOWNHOUSE 45/47 CAMELLIA AVE, GLENMORE PARK  
2745

**Additional clauses forming part of this contract**

Dated: .....

between: **Siv Ying Rauv** ('vendor')

and: ('purchaser')

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33 The Contract for Sale is amended as follows:

- 33.1 Clause 7.1.1 is deleted.
- 33.2 Clause 8.1.1 is amended by deleting "on reasonable grounds"
- 33.3 Clause 8.1.2 is amended by deleting "and those grounds"
- 33.4 Clause 8.2.2 is deleted
- 33.5 Clause 14.4.2 is deleted and replaced with "and, if the land tax includes other property, by adjusting the amount on a proportional basis by dividing the total land tax payable by the aggregated taxable land value and multiplying it by the taxable value of the subject land"
- 33.6 Clause 24.3.3 is deleted.

34. In the interpretation of this contract, the following shall apply:

- 34.1 If any one or more of these clauses or any part thereof should be invalid, illegal or unenforceable in any respect, then the remaining provision/s shall not be affected.
- 34.2 If there is any inconsistency or conflict between these additional conditions and the printed conditions to this contract, these additional conditions to the extent of any such inconsistency or conflict, shall prevail.
- 34.3 Words importing the singular or plural number include the plural or singular number respectively, words importing one gender include all genders, and "person" includes a corporation.
- 34.4 References to laws or statutes include amendments or replacements of them.

35 Subject to Section 52A(2)(b) of the Conveyancing Act 1919 and regulations pursuant to the Act and without limiting the generality of Clause 10.1 of the printed form of the Contract the Purchaser acknowledges and agrees:-

- 35.1 That the terms and conditions set out in this contract contain the entire agreement as concluded between the parties notwithstanding any negotiations or discussions held or documents signed or sales or other brochures produced or statements made before the execution of this contract;
- 35.2 that the purchaser does not rely on any other letter, document, correspondence or arrangement, whether oral or in writing, as adding to or amending the terms, conditions, warranties and arrangements set out in this written agreement.
- 35.3 That the Purchaser has not relied upon or been induced to enter into this contract by any warranty or representation verbal or otherwise made by or on behalf of the Vendor which is not set out in this contract;
- 35.4 that neither the Vendor nor anyone on behalf of the vendor has made any representation or warranty upon which the Purchaser relies relating to the fitness or suitability for any particular purpose of the property, and/or any financial return or income derived or to be derived from the property;
- 35.5 that the purchaser is relying entirely upon the Purchaser's own enquiries in entering this contract;
- 35.6 that all matters contained in this contract and its annexures, are disclosed both as to the general information as well as the specific detail they contain, regardless of whether any other specific reference is made to that item or detail or it is just apparent from the document or diagram;
- 35.7 that the purchaser is satisfied with and the vendor has, and shall be deemed to have made all disclosures necessary for the purposes of any vendor warranty;

- 35.8 and that the purchaser cannot make a claim, objection or requisition, rescind or terminate or delay completion in respect of any of the above matters.
36. The purchaser warrants to the vendor that the purchaser either holds a current loan approval which is sufficient to enable the purchaser to complete this contract or does not require finance to complete this contract.
37. The purchaser acknowledges that the vendor relies on the warranties made by the purchaser and that the vendor may enter into other contractual obligations on or after the date of this contract in reliance on the purchasers' warranties. The purchaser shall remain liable to the vendor for all damages arising from breach of any warranty by the purchaser regardless of any rights the purchaser may have in law or in equity, or termination of the contract.
38. Subject to any law to the contrary and without limiting express or implied terms, the Purchaser acknowledges that the Purchaser is satisfied as to the approved and capable use of the property, and the nature, quality and condition of the property and is purchasing the property in its present condition and state of repair (subject to fair wear and tear) and as a result of the purchaser's own enquiries and inspections, and takes subject to
- 38.1 all defects (if any) latent or patent,
  - 38.2 all infestations and dilapidations (if any)
  - 38.3 existing services (if any) and defects therein, their location and the absence of any rights or easements in respect thereof
  - 38.4 the presence of any sewer or manhole or vent on the property,
  - 38.5 any rainwater downpipes being connected to the sewer,
  - 38.6 compliance or otherwise with any covenants;

disclosed or not disclosed herein. The purchaser shall not require the Vendor to carry out any works to the Property after exchange of contracts, and shall not be entitled to make a claim, objection or requisition, rescind or terminate or delay completion in respect of any of the above matters. The Vendor whilst continuing in possession of the property will use the same with all reasonable care PROVIDED HOWEVER that the Vendor's obligation as to appliances installed upon or within the property shall be limited to normal repairs, maintenance and servicing and not extended to replacement in the event of total breakdown unless such breakdown is occasioned by the neglect or wilful damage of the Vendor.

39. Without in any way limiting, negating or restricting any rights or remedies which would have been available to a party at law or in equity had this clause not been included:
- 39.1 if a party being an individual, dies or becomes incapable because of unsoundness of mind to manage their own affairs, then either party may rescind this contract by written notice to the other party's solicitor and thereupon this contract will be at an end and the provisions of clause 19 apply; or
  - 39.2 If the purchaser
    - i) being an individual becomes bankrupt; or
    - ii) being a company, resolves to go into liquidation or administration, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors,
- then the purchaser will have defaulted in observance of an essential provision of this contract and the vendor can terminate the contract in accordance with clause 9.
40. The purchaser was not introduced to the property or the vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the vendor's agent, if any, specified in this contract). The purchaser will indemnify the vendor against any claim for

commission by any real estate agent or other person arising out of an introduction of the purchaser and against all claims and expenses for the defence and determination of such a claim made against the vendor. This right continues after completion.

41. The purchaser must pay all stamp duties (including penalties and fines) which are payable in connection with this contract and indemnifies the vendor against any liability which results from default, delay or omission to pay those duties or failure to make proper disclosures to Revenue NSW in relation to those duties. This right continues after completion.
42. 42.1 FIRB - The Purchaser warrants:-
  - (a) that if the Purchaser is a natural person the Purchaser is ordinarily resident in Australia; and
  - (b) whether the Purchaser is a natural person or a corporation that the Foreign Takeovers Act, 1975 (Cth) does not apply to the Purchaser or to this purchase, as that legislation currently applies or might apply, in accordance with any current announcement of the Federal Treasurer.

42.2 In the event that the Foreign Takeovers Act, 1975 applies to the Purchaser and to this transaction in breach of the warranty contained in this clause, the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence thereof. This warranty and indemnity shall not merge on completion.
43. Provided that the vendor is ready, willing and able to give title to the purchaser, if this contract is not completed for any reason (other than the vendor's default) on or before the Completion date then in addition to any other right which the vendor may have under this contract or otherwise the purchaser will on completion (which will in this clause include rescission or termination) of this contract pay to the vendor interest on the unpaid balance of the purchase price at the rate of ten percent (10%) per annum calculated on daily balances, commencing on the Completion date and continuing to and including the actual day of completion of this contract, and legal fees of \$385. This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due and payable on completion. The vendor is not obliged to complete this contract unless this amount is paid.
44. Despite any rule of law or equity to the contrary, the vendor and the purchaser agree that any notice to complete given by the vendor to the purchaser under this contract shall be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion.
45. Notwithstanding anything contained in this contract or any rule of Law or Equity to the contrary, the Vendor is not required to do any work or expend any money on or in relation to the property nor to make application for or do anything towards obtaining a building information certificate under Section 6.24 of the Environmental Planning & Assessment Act 1979.
46. In the event that the Vendor wishes to purchase another property then, notwithstanding anything herein contained, the parties hereto agree that the deposit payable herein shall be released without delay, upon request by the Vendors or their solicitors, to be applied as deposit and stamp duty in respect of such purchase.
47. In the event:
  - (a) the Purchaser defaults in the observance of any obligations hereunder which is or the performance of which has become essential;
  - (b) the Purchaser has paid a deposit of less than ten per centum (10%) of the purchase price;

- (c) the Vendor terminates the Contract or the Purchaser does not rescind this contract in accordance with the cooling off provisions created by Section 66W of the Conveyancing Act,

then the Vendor shall be entitled to recover from the Purchaser an amount equal to ten per centum (10%) of the purchase price less any deposit paid, as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any remedies available to the Vendor herein contained or implied notwithstanding any rules of Law or equity to the contrary. This special condition shall not merge upon completion of this Contract.

48. In respect of any improvements on the land being sold:

48.1 If there is a survey report annexed, the vendor does not warrant the accuracy, completeness, or currency of the report.

48.2 The purchasers shall satisfy themselves, and shall be deemed to have satisfied themselves, as to the property's compliance with the requirements of any responsible authority or any restrictions on use. Whether under the provisions of the Environmental Planning and Assessment Act, as amended, the Local Government Act, as amended, or any other statute, ordinance, regulation or registered instrument, whether relating to the zoning, use, construction, limitation or compliance of residential buildings, or any covenant, easement or restriction. The purchaser warrants that the purchaser has satisfied themselves in those respects

The purchaser cannot make any claim, objection or requisition, rescind, terminate or delay completion in relation to any matter referred to or omitted from, the survey report, or in respect of any improvements erected on the land.

49. The parties warrant to each other that if the parties' lawyers or conveyancers (conveyancing representatives) mutually agree to alter this Contract or to attach, remove or delete any document to or from this Contract after a party signs this Contract, the parties will be deemed to have authorised their conveyancing representatives to make that alteration or to attach, remove or delete that document from this Contract. Each party acknowledges that the other parties are relying on this warranty in entering into this Contract.

50. Notwithstanding any address and or description of any improvements in the definition of the property, the property sold is the property described by reference to the plan and title details in that definition, and if there is any inconsistency the title details will prevail.



FOLIO: 1/SP82944

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SEARCH DATE	TIME	EDITION NO	DATE
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19/7/2023	3:26 PM	3	8/9/2018

LAND

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LOT 1 IN STRATA PLAN 82944  
AT GLENMORE PARK  
LOCAL GOVERNMENT AREA PENRITH

FIRST SCHEDULE

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SIV YING RAUV (T AF225532)

SECOND SCHEDULE (2 NOTIFICATIONS)

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- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP82944
- 2 AF225533 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

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UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

Pending

PRINTED ON 19/7/2023

\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.



FOLIO: CP/SP82944

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SEARCH DATE	TIME	EDITION NO	DATE
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19/7/2023	3:26 PM	14	30/5/2023

LAND

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THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 82944  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT GLENMORE PARK  
LOCAL GOVERNMENT AREA PENRITH  
PARISH OF MULGOA COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP82944

FIRST SCHEDULE

-----

THE OWNERS - STRATA PLAN NO. 82944  
ADDRESS FOR SERVICE OF DOCUMENTS:  
C/-O NETWORK STRATA SERVICES  
PO BOX 265 HURSTVILLE BC NSW 1481

SECOND SCHEDULE (14 NOTIFICATIONS)

-----

- 1 THIS STRATA PLAN FORMS PART OF A COMMUNITY SCHEME - SEE INTERESTS  
RECORDED ON REGISTER FOLIO 1/270546
- 2 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S) WITHIN THE  
PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM
- 3 DP802042 EASEMENT TO DRAIN WATER (G) APPURTENANT TO THE  
PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 4 DP1010665 RESTRICTION(S) ON THE USE OF LAND
- 5 DP1115855 EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE APPURTENANT  
TO THE LAND ABOVE DESCRIBED
- 6 DP270546 EASEMENT TO DRAIN WATER VARIABLE WIDTH APPURTENANT  
TO THE LAND ABOVE DESCRIBED (DOC.1)
- 7 DP270546 EASEMENT FOR SERVICES VARIABLE WIDTH APPURTENANT TO  
THE LAND ABOVE DESCRIBED (DOC.1)
- 8 DP270546 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE (K)  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM (DOC.1)
- 9 DP270546 EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE (L)  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM (DOC.1)
- 10 DP270546 EASEMENT FOR OVERHANG 1 METRE(S) WIDE (N)  
APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 11 DP270546 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE (Q)  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM (DOC.1)

END OF PAGE 1 - CONTINUED OVER

Pending

PRINTED ON 19/7/2023

FOLIO: CP/SP82944

PAGE 2

SECOND SCHEDULE (14 NOTIFICATIONS) (CONTINUED)

- 12 DP270546 POSITIVE COVENANT REFERRED TO AND NUMBERED (17) IN  
THE S.88B INSTRUMENT (DOC.1)
- 13 AN504142 INITIAL PERIOD EXPIRED
- 14 AT127306 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 2708)

STRATA PLAN 82944

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 186	2	- 186	3	- 180	4	- 180
5	- 180	6	- 182	7	- 184	8	- 174
9	- 184	10	- 180	11	- 174	12	- 180
13	- 184	14	- 174	15	- 180		

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

Pending

PRINTED ON 19/7/2023

\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.



FOLIO: 1/270546

SEARCH DATE	TIME	EDITION NO	DATE
21/7/2023	11:45 AM	4	8/6/2023

LAND

THE COMMUNITY PROPERTY WITHIN LOT 1 IN COMMUNITY PLAN DP270546  
AT GLENMORE PARK  
LOCAL GOVERNMENT AREA PENRITH  
PARISH OF MULGOA COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP270546

FIRST SCHEDULE

COMMUNITY ASSOCIATION DP270546  
ADDRESS FOR SERVICE OF DOCUMENTS:  
ELYSIA  
NETWORK STRATA SERVICES  
P O BOX 265  
HURSTVILLE BC NSW 1481

SECOND SCHEDULE (18 NOTIFICATIONS)

- 1 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT OF THE COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN  
AK168982 AMENDMENT TO MANAGEMENT STATEMENT. BY-LAW 71 ADDED. SEE ANNEXURE 'A' OF THE MANAGEMENT STATEMENT.  
AQ836142 AMENDMENT TO MANAGEMENT STATEMENT. BY- LAWS 72 AND 73 ADDED. SEE AQ836142.  
AT144322 AMENDMENT TO MANAGEMENT STATEMENT. BY-LAW 74 ADDED. SEE ANNEXURE 'C'.
- 2 DP1010665 RESTRICTION(S) ON THE USE OF LAND
- 3 DP1115855 EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP270546 EASEMENT TO DRAIN WATER VARIABLE WIDTH AFFECTING THE LAND ABOVE DESCRIBED (DOC.1)
- 5 DP270546 EASEMENT FOR SERVICES VARIABLE WIDTH AFFECTING THE LAND ABOVE DESCRIBED (DOC.1)
- 6 DP270546 EASEMENT FOR OVERHANG 1 METRE(S) WIDE (B) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
- 7 DP270546 RESTRICTION(S) ON THE USE OF LAND VARIABLE WIDTH (D) REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT (DOC.1)
- 8 DP270546 EASEMENT FOR WATER SUPPLY PURPOSES 2.5 & 3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE

END OF PAGE 1 - CONTINUED OVER

## SECOND SCHEDULE (18 NOTIFICATIONS) (CONTINUED)

- 
- TITLE DIAGRAM (DOC.1)
- 9 DP270546 RESTRICTION(S) ON THE USE OF LAND VARIABLE WIDTH (F)  
REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT  
(DOC.1)
- 10 DP270546 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE (K)  
APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 11 DP270546 EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE (L)  
APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 12 DP270546 EASEMENT FOR UNDERGROUND CABLES 1 METRE(S) WIDE  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM (DOC.1)
- 13 DP270546 EASEMENT FOR ACCESS AND DRAINAGE PURPOSES AFFECTING  
THE LAND ABOVE DESCRIBED (DOC.1)
- 14 DP270546 POSITIVE COVENANT REFERRED TO AND NUMBERED (12) IN  
THE S.88B INSTRUMENT (DOC.1)
- 15 DP270546 EASEMENT FOR OVERHANG 1 METRE(S) WIDE (N) AFFECTING  
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM  
(DOC.1)
- 16 DP270546 EASEMENT FOR OVERHANG 1 METRE(S) WIDE (O) AFFECTING  
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM  
(DOC.1)
- 17 DP270546 EASEMENT FOR OVERHANG 1 METRE(S) WIDE (P) AFFECTING  
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM  
(DOC.1)
- 18 DP270546 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE (Q)  
APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)

## NOTATIONS

- 
- SP80402 NOTE: REGISTERED 19.5.2008. SUBDIVIDES LOT 2 IN DP270546 INTO  
LOTS 1-13 AND COMMON PROPERTY IN SP80402
- SP80809 NOTE: REGISTERED 13.8.2008. SUBDIVIDES LOT 3 IN DP270546 INTO  
LOTS 1-16 AND COMMON PROPERTY IN SP80809
- SP81820 NOTE: REGISTERED 17.6.2009. SUBDIVIDES LOT 4 IN DP270546 INTO  
LOTS 1-12 AND COMMON PROPERTY IN SP81820
- SP82944 NOTE: REGISTERED 26.10.2009. SUBDIVIDES LOT 5 IN DP270546  
INTO LOTS 1-15 AND COMMON PROPERTY IN SP82944

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

Rauv Sale

PRINTED ON 21/7/2023

\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

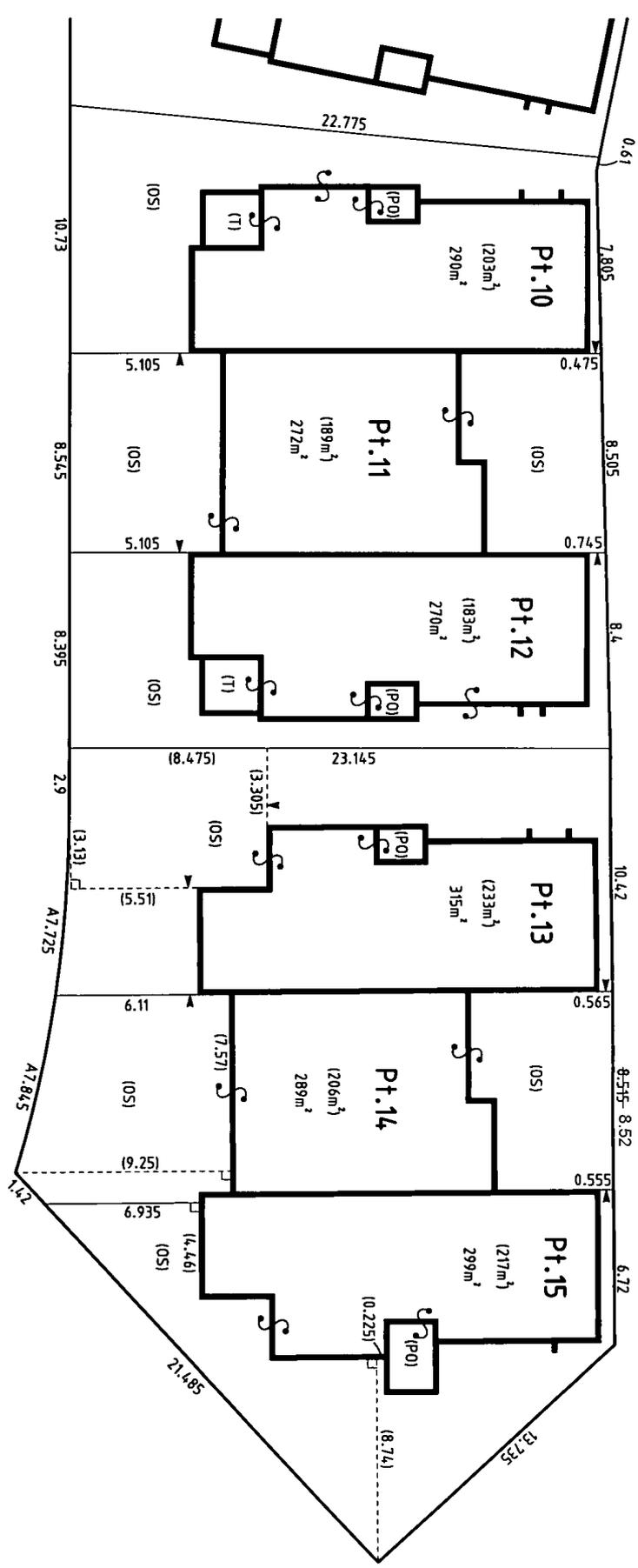




**GROUND FLOOR**

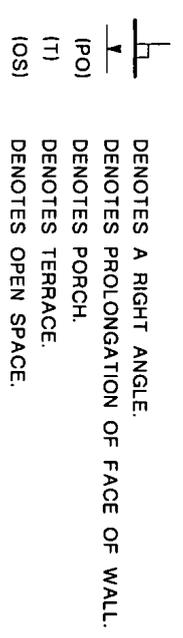
SHEET 2 OF 2

MGA



**NOTES :-**

1. PORCHES AND TERRACES ARE LIMITED IN HEIGHT TO 3m ABOVE THEIR RESPECTIVE HARDSTANDS EXCEPT WHERE COVERED.
2. OPEN SPACE ARE LIMITED IN HEIGHT TO 4M BELOW AND 5M ABOVE THE CONCRETE FLOOR SURFACE OF THEIR RESPECTIVE GARAGES.
3. THE BRACE RETAINING WALL LOCATED WITHIN OPEN SPACE AIRSPACE OF LOTS 1-15 IS COMMON PROPERTY.
4. AIR CONDITIONING MOTOR UNITS AND TIMBER DECKS LOCATED WITHIN OPEN SPACE AIR SPACE FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.
5. THE TILES LOCATED WITHIN THE AIRSPACE OF A LOT AND AFFIXED TO COMMON PROPERTY WALLS, FLOORS AND CEILINGS FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.
6. PERGOLA STRUCTURES, CONCRETE DRIVEWAYS, TIMBER RETAINING WALLS, ELECTRICITY AND GAS METERS ARE COMMON PROPERTY.
7. AREAS ARE APPROXIMATE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.

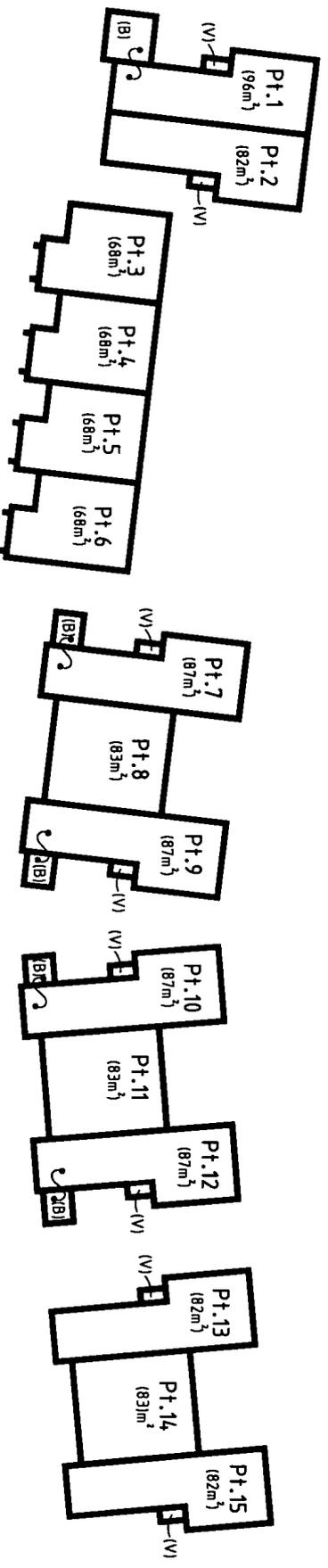


Surveyor: PHILLIP JOHN MCCOULLAN  
 Surveyor's Ref: 22073-SP LOT 5B  
 Subdivision No: SC 198/09  
 Lengths are in metres. Reduction Ratio 1:200



**SP82944**

**FIRST FLOOR PLAN**



(V) DENOTES AIRSPACE VOID  
 (B) DENOTES BALCONY

**NOTES :-**

1. BALCONIES ARE LIMITED IN HEIGHT TO 3m ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR EXCEPT WHERE COVERED.
2. THE TILES LOCATED WITHIN THE AIRSPACE OF A LOT AND AFFIXED TO COMMON PROPERTY WALLS AND CEILINGS FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.
3. AREAS ARE APPROXIMATE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.

0	20	30	40	50	60	100	110	120	130	140	150
Table of mm											

Surveyor: PHILLIP JOHN MCQUILLAN  
 Surveyor's Ref: 22073-SP LOT 5B  
 Subdivision No: SC 198/09  
 Lengths are in metres. Reduction Ratio 1:400

Registered  
 26-10-2009

**SP82944**

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)

The Owners – Strata Plan No 82944  
Network Strata Service  
Po Box 265  
Hurstville BC NSW 1481



SP82944 S

Registered: 26-10-2009

Purpose: STRATA PLAN

PLAN OF SUBDIVISION OF LOT 5 DP270546

- \* Residential Model by laws adopted for this scheme
- \* Keeping of animals: Option A/B/C
- \* Schedule of By-laws in 15 sheets filed with plan
- \* No By-laws apply
- \* strike out whichever is inapplicable

Strata Certificate

Name of Council/ Accredited Certifier P.G. FRIEDMANN  
being satisfied that the requirements of the \* Strata Schemes (Freehold Development) Act 1973 or \* Strata Schemes (Leasehold Development) Act 1986 have been complied with, approves of the proposed:

\* strata plan/ ~~strata plan of subdivision~~

illustrated in the annexure to this certificate.

\* The accredited certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

~~The strata plan/strata plan of subdivision is part of a development scheme.~~  
The \* council/ accredited certifier is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the stage of the strata development contract to which it relates.

\* The Council does not object to the encroachment of the building beyond the alignment of

\* The Accredited Certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.

\* This approval is given on the condition that the use of lot (s).....  
.....(being utility lot/s designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in \* section 39 of the Strata Schemes (Freehold Development) Act 1973 or \* section 68 of the Strata Schemes (Leasehold Development) Act 1986.

Date 1/10/2009

Subdivision No. SC198/09

Accreditation No. BPB 0129

Relevant Development Consent No. DA06/1217

Issued by PENRITH CITY COUNCIL

P.G. Friedmann  
Authorised Person / General Manager / Accredited Certifier

\* Complete or delete if applicable.

LGA: PENRITH

Locality: GLENMORE PARK

Parish: MULGOA

County: CUMBERLAND

Surveyor's Certificate

Phillip John McQuillan

Proust & Gardner Consulting Pty Ltd

406 Pacific Highway, Lindfield

a surveyor registered under the Surveying Act, 2002, hereby certify that:

- (1) each applicable requirement of  
\*Schedule 1A to the Strata Schemes (Freehold Development) Act 1973  
~~\*Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986~~  
has been met;
- (2) ~~(a) the building encroaches on a public place;~~  
~~(b) the building encroaches on land (other than a public place), in respect of which encroachment an appropriate easement:~~  
~~\*has been created by registered~~  
~~\*is to be created under section 88B of the Conveyancing Act 1919~~
- (3) \*the survey information recorded in the accompanying location plan is accurate.

Signature: Phillip John McQuillan

Date: 4/9/2009

- \* Delete if inapplicable
- + State whether dealing or plan, and quote registered number.

SURVEYOR'S REFERENCE: 22073-SP LOT 5B

Use STRATA PLAN FORM 3A for additional certificates, signatures and seals

\* OFFICE USE ONLY

**STRATA PLAN ADMINISTRATION SHEET**

Sheet 2 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT 5 DP270546

**SP82944**

Registered:  26-10-2009

\* OFFICE USE ONLY

Strata Certificate Details: Subdivision No: *SC 198/09*

Date: *1/10/2009*

**SCHEDULE OF UNIT ENTITLEMENT**  
*(if insufficient space use additional annexure sheet)*

LOT	ENTITLEMENT
1	186
2	186
3	180
4	180
5	180
6	182
7	184
8	174
9	184
10	180
11	174
12	180
13	184
14	174
15	180
AGGREGATE	2708

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants  
*(if insufficient space use additional annexure sheet)*

**MORTGAGEE Approval**

*[Signature]*  
 In the presence of:

name of witness: *[Signature]* **Neville Jenkins**

Address of witness: *[Signature]*  
 16/324 WILSON ST.  
 BRISBANE QLD 4000.

*[Signature]*  
 Executed by Permanent Nominees (Aust) Limited ACN 000 154 441 by its duly appointed attorney, Jonathon David Coombes, Associate Director, Institutional Property Group, Australia and New Zealand Banking Group Limited ABN 11 005 357 522 under Power of Attorney Book: 4526, no: 503.

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT 5 DP 270546

SP82944

Registered:



26-10-2009

Strata Certificate Details: Subdivision No: SC 198/09

Date: 1/10/2009

SIGNED IN MY PRESENCE FOR AND ON BEHALF  
OF TWEEDSTONE PTY LTD (ACN 112 196 362)  
UNDER THE POWER OF ATTORNEY DATED  
25 SEPTEMBER 2008 (REGISTRATION BOOK 4553  
NUMBER 715) BY ITS ATTORNEY:

KATE BRAYBROOK

GENERAL MANAGER-NSW

SIGNATURE OF ATTORNEY

FULL NAME OF ATTORNEY

TITLE OF ATTORNEY

ALEXANDRA STUART-ROBERTS

CLIENT RELATIONS MGR

SIGNATURE OF ATTORNEY

FULL NAME OF ATTORNEY

TITLE OF ATTORNEY

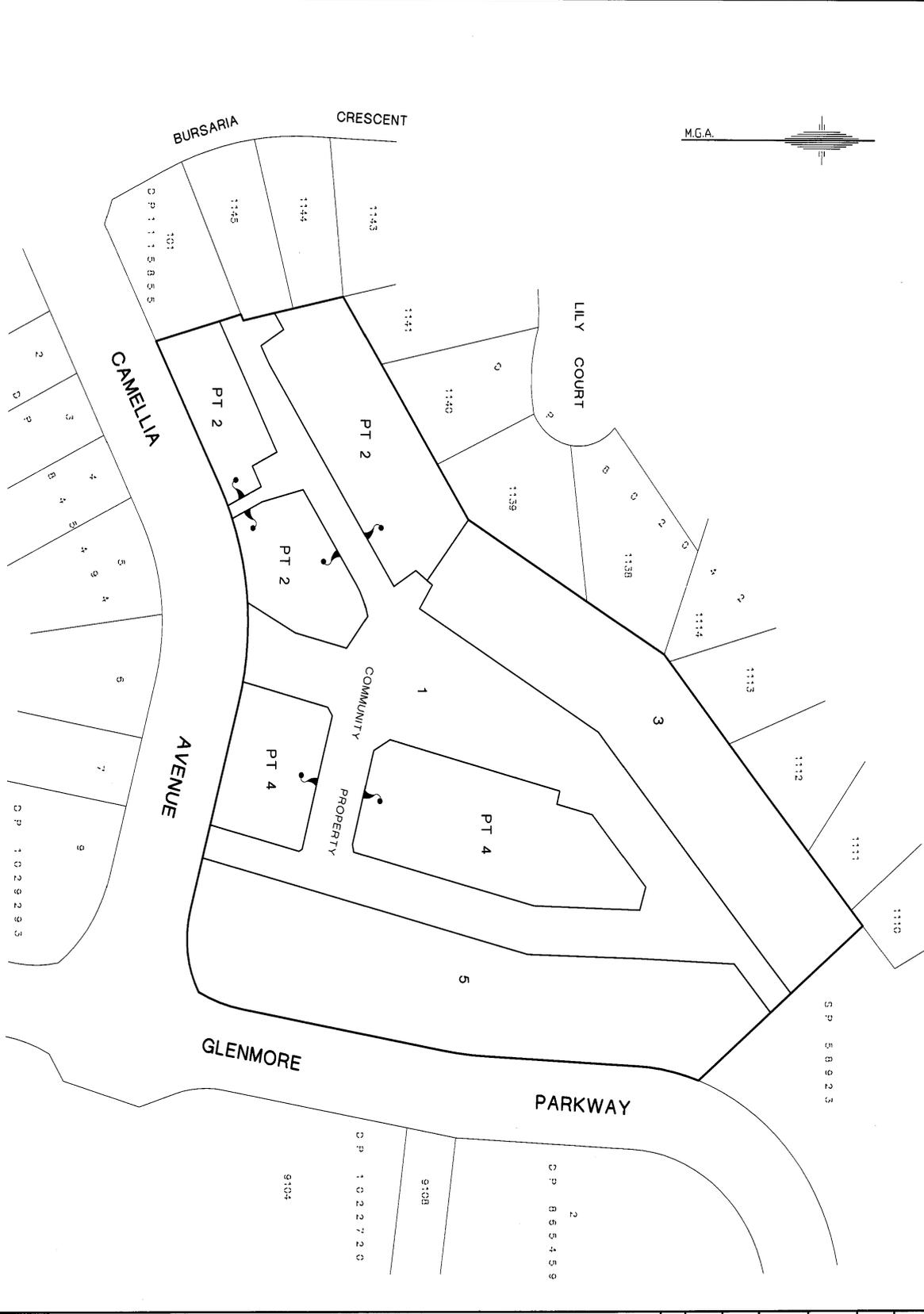
WHO ARE PERSONALLY KNOWN TO ME AND EACH OF WHOM  
DECLARE THAT THEY HAVE RECEIVED NO NOTICE OF  
REVOCATION OF THE POWER OF ATTORNEY UNDER WHICH  
THIS DOCUMENT IS SIGNED

SOMNATH SACKHASONE

SIGNATURE OF WITNESS

FULL NAME OF WITNESS

SURVEYOR'S REFERENCE: 220713-DP-2-LOCATION



**LOCATION DIAGRAM**  
RATIO: 1:600

NAME OF DEVELOPMENT, IF ANY  
**ELYSIA**

ADDRESS FOR SERVICE OF NOTICE  
NETWORK STRATA SERVICES  
HURSTVILLE BC NSW 1481



**DP270546 P**

For reference to additional sheets see schedule below

Registered 19.5.2008

This sheet is being continually updated to show the current status of the development. For details of such updates and replacement sheets added see schedule below.

Council's Approval No. **021/08**

Date: **21/2/08**

Council Clerk's signature:

Surveyor's Signature:

Date: **11/7/2007**

**SCHEDULE OF CHANGES TO THE SCHEME**

Lot No	Details	Sheet No.
<b>2</b>	<b>S.P. 804-02</b>	
3	SP80809	
4	SP81820	
5	SP82944	



PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

COMMUNITY PROPERTY PLAN

TABLE OF CURVED BOUNDARIES

LINE	BEARING	DISTANCE	ARC	RADIUS
5	283°05'	4.775	4.775	8.6
10	68°12'00"	7.365	7.45	85
12	68°40'	3.015	3.015	6.6

TABLE OF SHORT BOUNDARIES

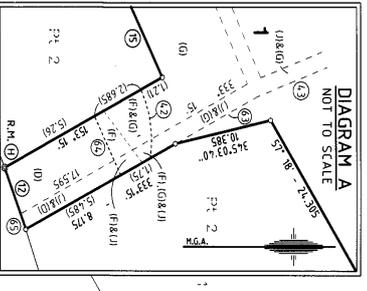
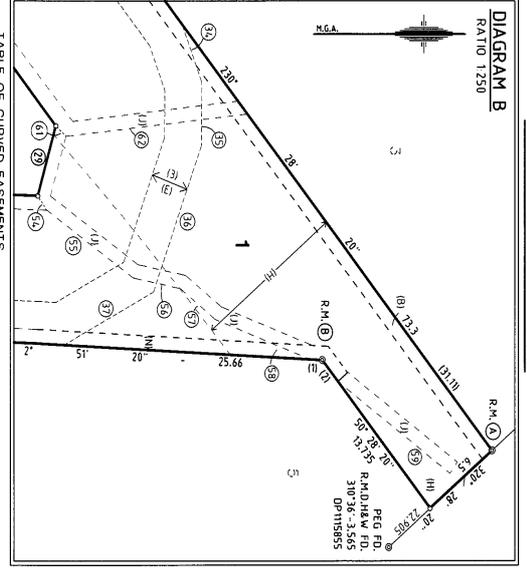
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
6	59°37'20"	2.12	20	327°18'	4.56
7	16°37'20"	0.85	21	26°29'30"	4.555
11	128°06'	8.59	22	167°18'	6.36
14	63°15'	9.16	23	217°09'30"	3.515
15	63°15'	9.16	24	217°09'30"	1.555
16	152°12'	6.78	25	310°35'30"	6.035
17	152°12'	6.78	26	310°35'30"	2.2
18	245°00'20"	1.41	27	106°37'20"	4.919
19	231°18'	4.28	28	16°37'20"	9.19
			29	106°27'0"	5.385

TABLE OF SHORT EASEMENTS

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
30	15°50'	12.045	49	88°31'	10.845
31	318°09'	7.795	50	173°15'	4.935
32	318°09'	7.795	51	131°41'30"	1.135
33	342°10'	4.2	52	334°06'20"	1.265
33A	3°52'20"	5.695	54	54°09'	1.265
34	68°57'	4.44	55	34°34'50"	8.46
35	90°16'	4.915	56	117°1'	3.905
36	118°27'	11.135	57	33°15'	3.525
37	283°22'	4.235	58	23°32'30"	8.15
38	283°22'	4.235	59	45°51'20"	1.205
39	267°14'	7.16	61	50°06'40"	1.205
40	271°09'	4.735	62	353°48'	14.77
41	283°35'40"	15	63	333°15'	9.945
42	339°50'	7.885	64	64°28'	3
43	317°27'	7.885	65	314°37'20"	6.025
44	317°27'	7.885	66	314°37'20"	6.025
45	381°12'00"	1.09	68	327°08'	6.835
46	205°48'	10.655	69	78°44'	1.72

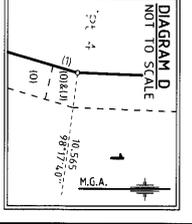
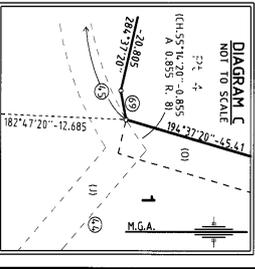
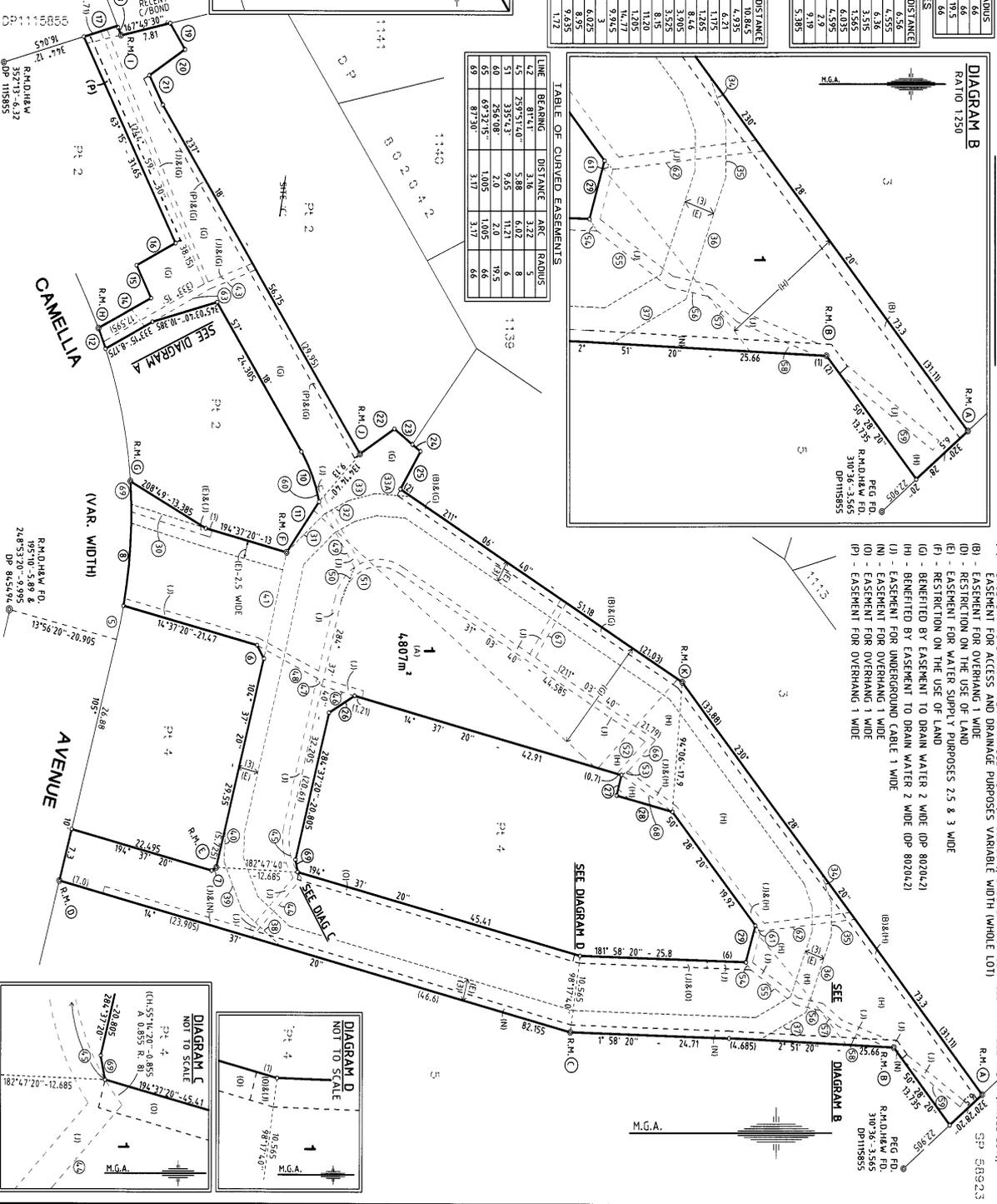
TABLE OF CURVED EASEMENTS

LINE	BEARING	DISTANCE	ARC	RADIUS
42	81°41'	3.16	3.22	5
45	259°51'00"	5.88	6.02	8
51	335°43'	9.65	11.21	6
60	658°08'	2.0	2.0	91.5
65	674°5'	1.005	1.005	66
67	81°30'	2.11	2.11	66



SCHEDULE OF REFERENCE MARKS

R.M.	BEARING	DISTANCE	TYPE
A	106°15'	3.04	G.I.P.
B	117°20'	2.61	D.H.A.W.S.
C	342°22'	2.81	D.H.A.W.S.
D	54°56'	8.96	D.H.A.W.S.
E	182°59'	4.625	D.H.A.W.S.
F	289°49'40"	1.1	D.H.A.W.S.
G	343°20'	7.52	D.H.A.W.S.
H	355°20'07"	1.415	D.H.A.W.S.
I	239°34'40"	1.065	D.H.A.W.S.
J	314°34'20"	7.915	D.H.A.W.S.
K	309°00'	2.6	D.H.A.W.S.



DP270546  
 Registered  
 19/5/2008

This is sheet 3 of my plan in 4 sheets  
 11/10/07  
 [Signature]  
 Surveyor registered under the Surveying Act 2002  
 This is sheet 3 of my plan in 4 sheets  
 covered by subdivision certificate No. 031068

Authorised Person/Engineer/Professional Geoscientist  
 For use where stated is sufficient in any point on this  
 Form 2

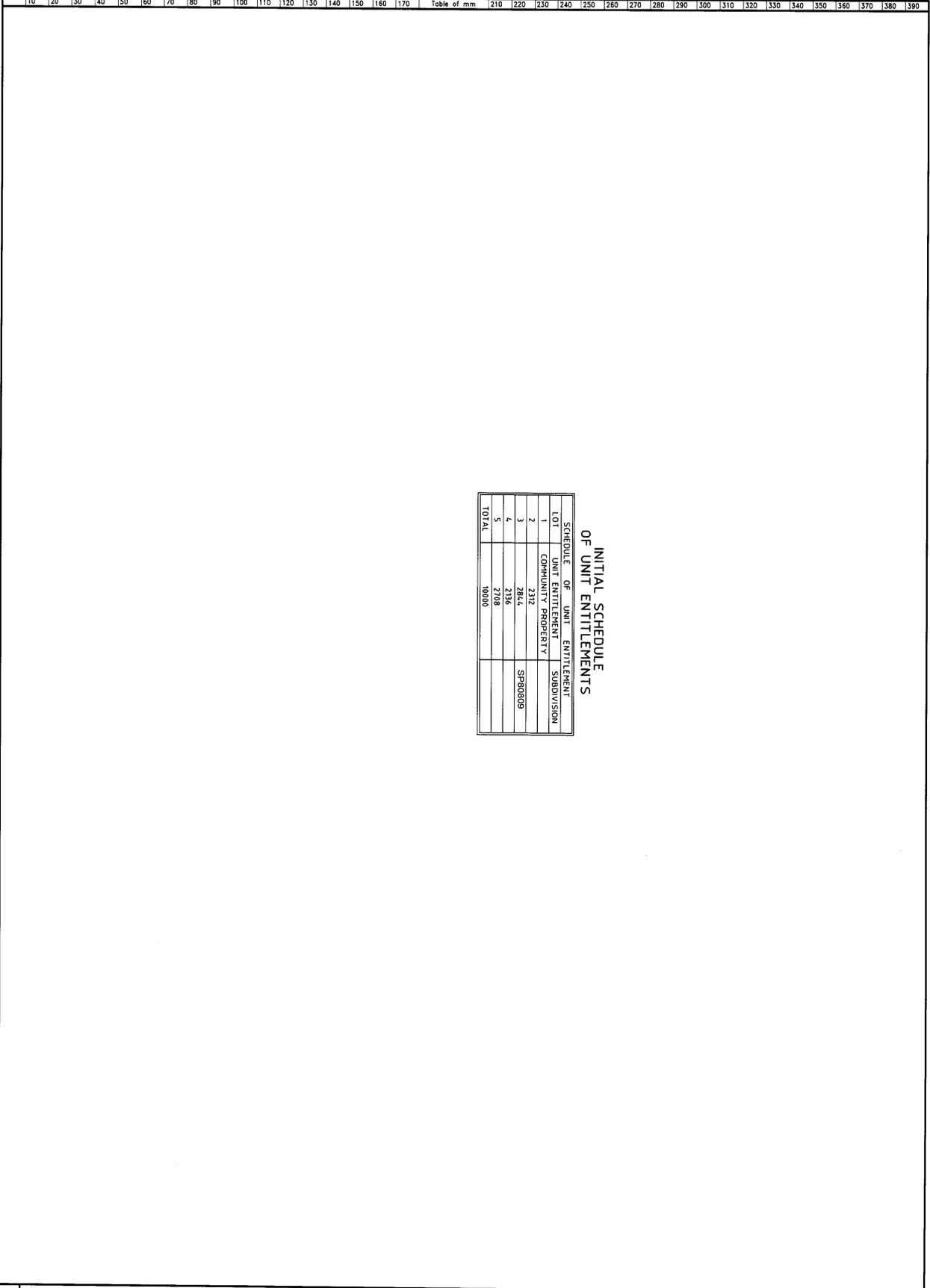
Plan Drawing only to appear in this space

Reduction Ratio 1:400

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY



INITIAL SCHEDULE  
OF UNIT ENTITLEMENTS

LOT	UNIT ENTITLEMENT	PROPERTY	SUBDIVISION
1	2312		
2	2864		SP80809
3	2136		
4	2708		
5			
TOTAL	10000		

DP270546

Registered: 19/5/2008

This is sheet 4 of any plan in 4 sheets  
dated 11/7/07

*Blkyp mndk*

Survey registered under the Surveying Act 2002

This is sheet 4 of the plan of 4 sheets  
dated 11/7/07  
of 2731.08

*AKT*

Authorised Person/General Manager/Assistant Controller  
For the entire space is sufficient in any panel on Plan Form 2

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENTS FOR THE COMMUNITY SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON THE OCCURRENCE OF ANY CHANGE IN ACCORDANCE WITH THE PROVISIONS OF SECTION 30 OF THE COMMUNITY LAND DEVELOPMENT ACT 1989

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED 1A, 1B ETC AS THE CIRCUMSTANCES REQUIRE

1. PETER WILL ISHIRE  
OF LANDMARK WHITE (NSW) PTY LTD  
LEVEL 2, 11-13 ARD STREET  
ANNAMALTA NSW 2190 UNDER  
THE VALUERS REGISTRATION ACT  
1975, CERTIFY THAT THE UNIT  
ENTITLEMENTS SHOWN ON THIS  
DRAWING ARE BASED UPON VALUATIONS  
MADE BY ME ON 01/08/2007  
(SIGNATURE) *P. Willshire*  
(DATE) 01/08/2007

Reduction Rate 1:NA

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 22073-DP2-ENTITLEMENT



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
 INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE  
 OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO  
 SECTION 88B CONVEYANCING ACT 1919.**

(Sheet 1 of 9 Sheets)



**DP270546 B**

Subdivision of Lot 100 DP1115855  
 Covered by Council's Certificate  
 No. 031/08 27/3/08

**Full name and address  
 of the owner of the Land:**

TWEEDSTONE PTY LTD  
 ABN 62 112 196 362  
 PO BOX R1775  
 ROYAL EXCHANGE NSW 1225

**PART 1**

<b>Number of item shown in the intention panel on the plan.</b>	<b>Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.</b>	<b>Burdened lot(s) or parcel(s):</b>	<b>Benefited lot(s), road(s) bodies or Prescribed Authorities:</b>
1	Easement to Drain Water Variable Width (Whole Lot)	1	2-5
2	Easement for Services Variable Width (Whole Lot)	1	2-5
3	Easement for Overhang 1 Wide (Denoted (B) on Plan)	1	3
4	Restriction on the Use of Land Variable Width (Denoted (D) on Plan)	1 2	Integral Energy Australia Integral Energy Australia
5	Easement for Water Supply Purposes 2.5 and 3 Wide	1	Sydney Water Corporation
6	Restriction on the Use of Land Variable Width (Denoted (F) on the plan)	1 2	Integral Energy Australia Integral Energy Australia
7	Easement to Drain Water 2 Wide (Denoted (K) on Plan)	5 2	1, 3 3
8	Easement to Drain Water 2.5 Wide (Denoted (L) on Plan)	5	1, 3, 4

.....  
 Authorised Officer, Penrith City Council

(Sheet 2 of 9 Sheets)

Plan **DP270546**

Subdivision of Lot 100 DP1115855  
Covered by Council's Certificate  
No. *031/08 27/3/08*

Number of item shown in the intention panel on the plan.	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
9	Easement for Underground Cables 1 Wide	1	Integral Energy Australia
10	Easement for Padmount Substation Variable Width	2	Integral Energy Australia
11	Easement for Access and Drainage Purposes (Whole Lot)	1	Sydney Water Corporation
12	Positive Covenant	1	Sydney Water Corporation
13	Easement for Overhang 1 Wide (Denoted (N) on Plan)	1	5
14	Easement for Overhang 1 Wide (Denoted (O) on Plan)	1	4
15	Easement for Overhang 1 Wide (Denoted (P) on Plan)	1	2 - Site 'C'
16	Easement to Drain Water 2 Wide (Denoted (Q) on Plan)	5	1
17	Positive Covenant	5	1



.....  
Authorised Officer, Penrith City Council

(Sheet 3 of 9 Sheets)

Plan:

DP270546

Subdivision of Lot 100 DP1115855

Covered by Council's Certificate

No. 031/08 27/3/08

## PART 2

### Terms of Easement Thirdly and Thirteenthly to Fifteenthly Referred to in the Abovementioned Plan:

1. The Owner of the lot benefited:
  - a) may insist that the parts of the structure (the overhanging structure) on the lot benefited which overhang the lot burdened remain, but only to the extent they are within this easement, and
  - b) must keep the overhanging structure in good repair and safe condition, and
  - c) may do anything reasonably necessary for those purposes, including:
    - entering the lot burdened, and
    - taking anything on to the lot burdened, and
    - carrying out work.
2. In exercising those powers, the Owner of the lot benefited must:
  - a) ensure all work is done properly, and
  - b) cause as little inconvenience as is practicable to the Owner and any occupier of the lot burdened, and
  - c) restore the lot burdened as nearly as practicable to its former condition, and
  - d) make good any collateral damage.
3. The Owner of the lot burdened must not do or allow anything to be done to damage or interfere with the overhanging structure.

### Terms of Restriction on the Use of Land Fourthly Referred to in the Abovementioned Plan:

1. No building shall be erected or permitted to remain within the restriction site unless:
  - a) the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
  - b) the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating.

and the Owner provides the Authority benefited with an Engineer's certificate to this effect.



.....  
Authorised Officer, Penrith City Council

(Sheet 4 of 9 Sheets)

Plan: **DP270546**

Subdivision of Lot 100 DP1115855  
Covered by Council's Certificate  
No. 031/08 27/3/08

### PART 2 – continued

2. The fire ratings mentioned in Clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.
3. Definitions
  - a) **“building”** means a substantial structure with a roof and walls and includes any projections from the external walls
  - b) **“erect”** includes construct, install, build and maintain
  - c) **“restriction site”** means that part of the lot burdened subject to the restriction on the use of land up to a maximum of 6 metres from the level of the substation footing.
  - d) **“120/120/120 fire rating”** and **“60/60/60 fire rating”** means the fire resistance level of a building expressed as a **“restriction site”** means that part of the lot burdened subject to the restriction grading period in minutes for structural adequacy/integrity failure/insulation failure calculated in accordance with Australian Standard 1530.

#### Terms of Easements and Positive Covenant Fifthly, Eleventhly and Twelfthly Referred to in the Abovementioned Plan:

An Easement for Water Supply Purposes, Access and Drainage Purposes, and Positive Covenant in the terms set out in Memorandum 5736755 L filed in the Department of Lands (Division of Land and Property Information) NSW.

#### Terms of Restriction of the Use of Land Sixthly Referred to in the Abovementioned Plan:

1. No swimming pool or spa shall be erected or permitted to remain within the restriction site
2. Definitions
  - 2.1 **“erect”** includes construct, install, build and maintain
  - 2.2 **“restriction site”** means that part of the lot burdened subject to the restriction on the use of land.



.....  
Authorised Officer, Penrith City Council

(Sheet 5 of 9 Sheets)

Plan:

**DP270546**

Subdivision of Lot 100 DP1115855

Covered by Council's Certificate

No. 031/08 27/3/08

**PART 2 – continued**

**Terms of Easement Ninethly Referred to in the Abovementioned Plan:**

An Easement for Underground Cables in the terms set out in Memorandum No 9262885 filed in the Department of Lands (Division of Land and Property Information) NSW.

**Terms of Easement Tenthly Referred to in the Abovementioned Plan:**

An Easement for Padmount Substation in the terms set out in Memorandum No 9262886 filed in the Department of Lands (Division of Land and Property Information) NSW.

**Terms of Positive Covenant Eighteenthly Referred to in the Abovementioned Plan:**

Pursuant to Section 88BA of the Conveyancing Act 1919, the registered proprietor/s of the burdened lot covenants that it shall, in respect of the overland flow path constructed over the Easement to Drain Water 2 wide sixteenthly referred to (denoted (Q) on Plan) and Easement to Drain Water 2.5 wide eighthly referred to (denoted (L) on Plan):

- a) keep the overland flow path clean and free from silt, rubbish and debris;
- b) maintain and repair, at the sole expense of the registered proprietor/s, that part of the overland flow path contained within the registered proprietor/s own lot, so that it functions in a safe and efficient manner;
- c) erect any boundary or internal fencing that crosses the overland flow path provided that the underside of the fencing shall provide a minimum clear opening of 100mm to ground level.

For the purposes of this Positive Covenant, "overland flow path" means the works constructed on the land (including all access pavements, pipes, drains, kerbs, pits, grates and surfaces designed to convey stormwater through the site) as shown on plans approved by Penrith City Council as Construction Certificate No. CC-06-0015 on 26 July 2006 and contained within the aforementioned Easements to Drain Water 2 and 2.5 wide. A copy of the Construction Certificate and the approved plans are held on Council File No. DA-05-1563.

**Name of Authority Empowered to Release, Vary or Modify the Terms of the Restrictions and Easements Fourthly, Sixthly, Ninethly and Tenthly Referred to in the Abovementioned Plan:**

Integral Energy Australia.



.....  
Authorised Officer, Penrith City Council

Plan:

DP270546

Subdivision of Lot 100 DP1115855  
Covered by Council's Certificate  
No. 031/08 27/3/08

PART 2 – continued

**Name of Authority Empowered to Release, Vary or Modify the Terms of the Easements and Positive Covenant Fifthly, Eleventhly and Twelfthly Referred to in the Abovementioned Plan:**

Sydney Water Corporation.

**Name of Authority Whose Consent is Required to Release, Vary or Modify the Terms of the Easements Firstly to Thirdly, Seventhly, Eighthly and Thirteenthly to Sixteenthly and Positive Covenant Seventeenthly Referred to in the Abovementioned Plan:**

Penrith City Council.



.....  
Authorised Officer, Penrith City Council

Plan:

**DP270546**

Subdivision of Lot 100

DP

Covered by Council's Certificate

No. 031/08 27/3/08

**SIGNATURES AND SEALS**

Signed for **Sydney Water Corporation** by  
its Attorneys

JEFFREY FRANCIS COLENZO

.....

*KEVIN ANDREW HANLEY*

.....

who hereby state at the time of executing  
this instrument have no notice of the  
revocation of the Power of Attorney  
Registered No. 323 Book 4465  
under the Authority of which this instrument  
has been executed.

*[Signature]*

.....  
Attorney

*[Signature]*

.....  
Attorney

*[Signature]*

.....

Signature of Witness

*JESIE CHANG*

.....

Name of Witness

*115 BATHURST ST, SYDNEY*

.....

Address of Witness

*[Signature]*

.....

Authorised Officer, Penrith City Council

Plan: **DP270546**

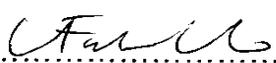
Subdivision of Lot 100  
DP  
Covered by Council's Certificate  
No. 031/08 27/3/08

**SIGNATURES AND SEALS – continued**

Signed of behalf of INTEGRAL ENERGY AUSTRALIA by its Attorney pursuant to Power of Attorney Book 4509 No. 838 in the presence of:



Signature of Attorney  
Name: **GEOFFREY RIETHMULLER**  
Position: Network Property Manager  
URS 8358

  
Signature of Witness

**Louise Fabrello**  
Name of Witness

**26 September 2007**  
Date of Execution

C/- Integral Energy  
51 Huntingwood Drive  
Huntingwood NSW 2148

Address of Witness

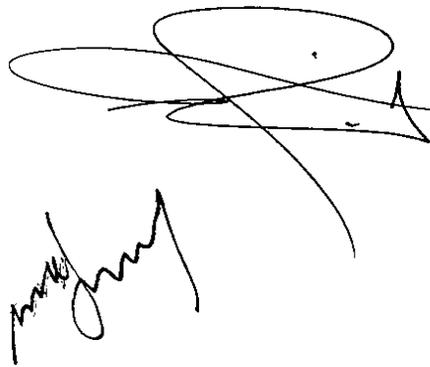
  
Authorised Officer, Penrith City Council

(Sheet 9 of 9 Sheets)

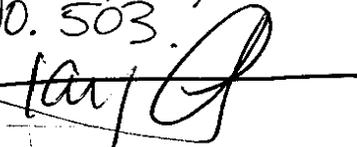
Plan DP270546

Subdivision of Lot 100 DP1115855  
Covered by Council's Certificate  
No. 031/08 27/3/08

SIGNATURES AND SEALS - continued



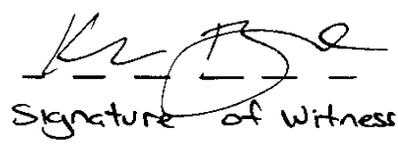
PERMANENT NOMINEES (AUS) LTD  
ABN 14 000 154 441 BY ITS DULY  
CONSTITUTED ATTORNEY TARYN AMBER  
MACKENZIE, ASSOCIATE DIRECTOR,  
INSTITUTIONAL PROPERTY GROUP,  
AUSTRALIA AND NEW ZEALAND  
BANKING GROUP LTD ABN 11 005 357  
502 UNDER POWER OF ATTORNEY  
DATED 3 AUGUST 2007, REGISTERED AS  
BOOK 4526, NO. 503.

SIGNED:   
DATE: 9 April 2008

"TWEEDSTONE PTY LTD  
ACN 112 196 362  
by its duly authorised attorneys  
SAHBA ABEDIAN and  
MARK ODGERS-JEWELL

under Power of Attorney registration book 4512 no. 302  
~~number 7111 356 97~~ and of which  
they have no notice of revocation"

DATE: 3 APRIL 2008



Signature of Witness

KEVIN FIGUEROA  
name of witness

7 FLOURA PLACE  
BONNYRIGG NSW  
address of  
Witness



.....  
Authorised Officer, Penrith City Council





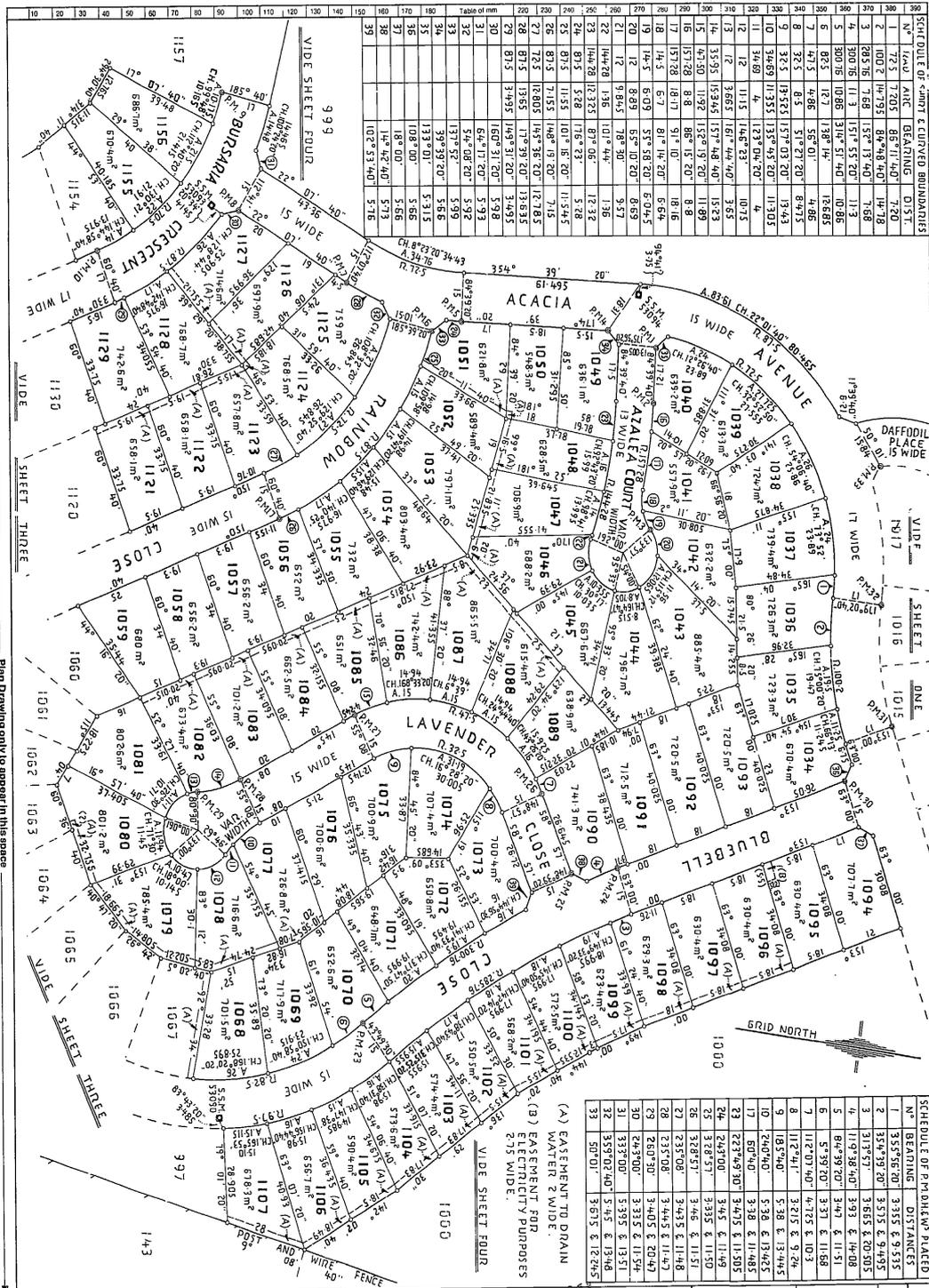
PLAN FORM 3  
 SHEET 01 OF 03  
 SHEET ONE

Table used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

OFFICE USE ONLY

NO	AREA	BEARING	DISTANCE
1	1022	120°	88.44m
2	1023	123°	152.71m
3	1024	125°	157.40m
4	1025	127°	157.40m
5	1026	129°	157.40m
6	1027	131°	157.40m
7	1028	133°	157.40m
8	1029	135°	157.40m
9	1030	137°	157.40m
10	1031	139°	157.40m
11	1032	141°	157.40m
12	1033	143°	157.40m
13	1034	145°	157.40m
14	1035	147°	157.40m
15	1036	149°	157.40m
16	1037	151°	157.40m
17	1038	153°	157.40m
18	1039	155°	157.40m
19	1040	157°	157.40m
20	1041	159°	157.40m
21	1042	161°	157.40m
22	1043	163°	157.40m
23	1044	165°	157.40m
24	1045	167°	157.40m
25	1046	169°	157.40m
26	1047	171°	157.40m
27	1048	173°	157.40m
28	1049	175°	157.40m
29	1050	177°	157.40m
30	1051	179°	157.40m
31	1052	181°	157.40m
32	1053	183°	157.40m
33	1054	185°	157.40m
34	1055	187°	157.40m
35	1056	189°	157.40m
36	1057	191°	157.40m
37	1058	193°	157.40m
38	1059	195°	157.40m
39	1060	197°	157.40m
40	1061	199°	157.40m
41	1062	201°	157.40m
42	1063	203°	157.40m
43	1064	205°	157.40m
44	1065	207°	157.40m
45	1066	209°	157.40m
46	1067	211°	157.40m
47	1068	213°	157.40m
48	1069	215°	157.40m
49	1070	217°	157.40m
50	1071	219°	157.40m
51	1072	221°	157.40m
52	1073	223°	157.40m
53	1074	225°	157.40m
54	1075	227°	157.40m
55	1076	229°	157.40m
56	1077	231°	157.40m
57	1078	233°	157.40m
58	1079	235°	157.40m
59	1080	237°	157.40m
60	1081	239°	157.40m
61	1082	241°	157.40m
62	1083	243°	157.40m
63	1084	245°	157.40m
64	1085	247°	157.40m
65	1086	249°	157.40m
66	1087	251°	157.40m
67	1088	253°	157.40m
68	1089	255°	157.40m
69	1090	257°	157.40m
70	1091	259°	157.40m
71	1092	261°	157.40m
72	1093	263°	157.40m
73	1094	265°	157.40m
74	1095	267°	157.40m
75	1096	269°	157.40m
76	1097	271°	157.40m
77	1098	273°	157.40m
78	1099	275°	157.40m
79	1100	277°	157.40m
80	1101	279°	157.40m
81	1102	281°	157.40m
82	1103	283°	157.40m
83	1104	285°	157.40m
84	1105	287°	157.40m
85	1106	289°	157.40m
86	1107	291°	157.40m
87	1108	293°	157.40m
88	1109	295°	157.40m
89	1110	297°	157.40m
90	1111	299°	157.40m
91	1112	301°	157.40m
92	1113	303°	157.40m
93	1114	305°	157.40m
94	1115	307°	157.40m
95	1116	309°	157.40m
96	1117	311°	157.40m
97	1118	313°	157.40m
98	1119	315°	157.40m
99	1120	317°	157.40m
100	1121	319°	157.40m
101	1122	321°	157.40m
102	1123	323°	157.40m
103	1124	325°	157.40m
104	1125	327°	157.40m
105	1126	329°	157.40m
106	1127	331°	157.40m
107	1128	333°	157.40m
108	1129	335°	157.40m
109	1130	337°	157.40m
110	1131	339°	157.40m
111	1132	341°	157.40m
112	1133	343°	157.40m
113	1134	345°	157.40m
114	1135	347°	157.40m
115	1136	349°	157.40m
116	1137	351°	157.40m
117	1138	353°	157.40m
118	1139	355°	157.40m
119	1140	357°	157.40m
120	1141	359°	157.40m
121	1142	361°	157.40m
122	1143	363°	157.40m
123	1144	365°	157.40m
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125	1146	369°	157.40m
126	1147	371°	157.40m
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129	1150	377°	157.40m
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139	1160	397°	157.40m
140	1161	399°	157.40m
141	1162	401°	157.40m
142	1163	403°	157.40m
143	1164	405°	157.40m
144	1165	407°	157.40m
145	1166	409°	157.40m
146	1167	411°	157.40m
147	1168	413°	157.40m
148	1169	415°	157.40m
149	1170	417°	157.40m
150	1171	419°	157.40m



AMENDMENTS AND/OR ADDITIONS MADE ON  
 PLAN IN THE LAND TITLES OFFICE

10 20 30 40 50 60 70 Table of mm 110 120 130 140

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 14th June, 1990

SCHEDULE OF EASEMENTS DATED	N°	BEARING	DISTANCE
1	355°52'20"	335°	9.535
2	355°28'20"	335°	9.495
3	317°57'20"	325°	6.205
4	109°38'40"	307°	6.140
5	84°48'20"	341°	11.58
6	5°48'20"	321°	11.58
7	112°07'40"	327°	10.2
8	112°41'	327°	9.24
9	103°44'0"	326°	13.495
10	240°44'0"	326°	13.495
11	50°44'0"	326°	11.505
12	273°42'30"	345°	11.495
13	328°57'	346°	11.51
14	328°57'	346°	11.51
15	235°08'	344°	11.46
16	235°08'	344°	11.46
17	260°30'	340°	12.947
18	264°30'0"	333°	11.54
19	333°02'40"	333°	13.51
20	333°02'40"	333°	13.51
21	333°02'40"	333°	13.51
22	333°02'40"	333°	13.51
23	333°02'40"	333°	13.51
24	333°02'40"	333°	13.51
25	333°02'40"	333°	13.51
26	333°02'40"	333°	13.51
27	333°02'40"	333°	13.51
28	333°02'40"	333°	13.51
29	333°02'40"	333°	13.51
30	333°02'40"	333°	13.51
31	333°02'40"	333°	13.51
32	333°02'40"	333°	13.51
33	333°02'40"	333°	13.51

(A) EASEMENT TO DRAIN WATER & WIDE.  
 (B) EASEMENT FOR ELECTRICITY PURPOSES 2.75 WIDE.

DP 802042  
 Registered 8.5.1990  
 14 FEBRUARY 1990  
 4 April

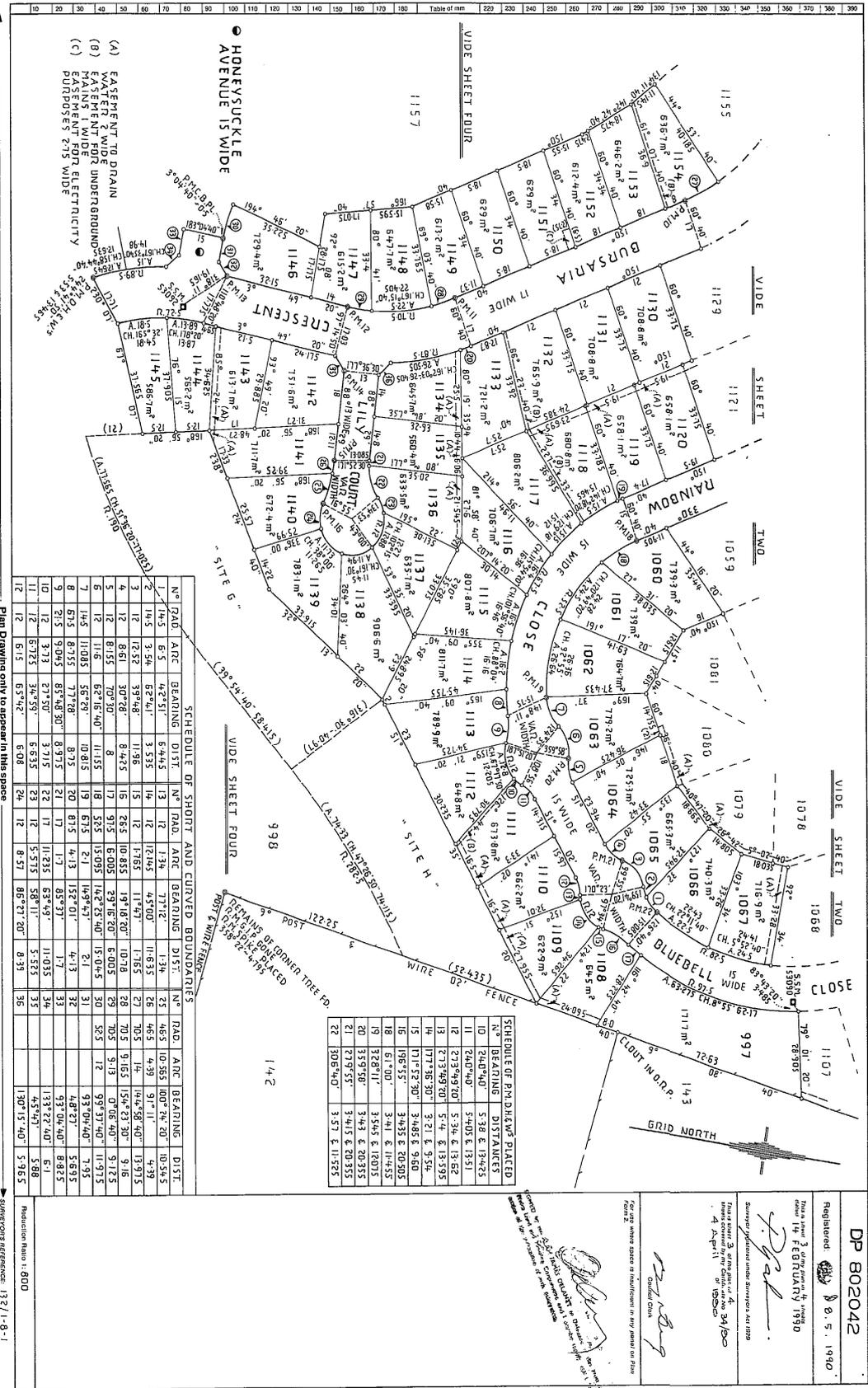
Production Date: 8.00  
 Surveyors Reference: 132/1-B-1



PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



- (A) EASEMENT TO DRAIN WATER FROM UNDERGROUND
- (B) EASEMENT FOR UNDERGROUND
- (C) EASEMENT FOR ELECTRICITY PURPOSES 275 WIDE

No	ROAD	ARC	BEARING	DIST	No	ROAD	ARC	BEARING	DIST	No	ROAD	ARC	BEARING	DIST
1	144.5	B 5	42° 51'	3.535	13	12	171° 12'	1.34	23	46.5	10.965	100° 24' 20"	10.515	
2	144.5	B 5	62° 41'	3.535	14	12	171° 12'	1.34	24	46.5	100° 24' 20"	10.515		
3	12	175° 52'	39° 48'	1.196	15	12	171° 12'	1.34	25	46.5	100° 24' 20"	10.515		
4	12	86° 11'	30° 28'	8.425	16	26.5	10° 55'	19.8	26	70.5	91° 05'	15.672		
5	12	81° 55'	20° 50'	8	17	91° 5'	6° 00'	29.8	27	51.5	156° 43' 20"	81.25		
6	12	11° 6'	62° 18' 40"	10.155	18	5.5	15° 05'	14.6	28	31.5	92° 50' 40"	11.912		
7	144.5	B 5	55° 21'	10.815	19	61.5	4° 15'	15.7	29	4.3	142° 21'	1.852		
8	61.5	B 15	81° 55'	8.715	20	81.5	4° 15'	15.7	30	4.3	142° 21'	1.852		
9	12	81° 55'	20° 50'	8.715	21	17	11° 25'	6.3	31	13.5	132° 22' 40"	6.1		
10	12	81° 55'	20° 50'	8.715	22	12	5° 55'	6.8	32	12	137° 22' 40"	6.1		
11	12	81° 55'	20° 50'	8.715	23	12	5° 55'	6.8	33	12	137° 22' 40"	6.1		
12	12	81° 55'	20° 50'	8.715	24	12	8° 21'	8.31	34	12	130° 15' 40"	5.765		

No	BEARING	DISTANCES
10	240° 40'	5.38 & 13.425
11	240° 40'	5.405 & 13.51
12	223° 49' 20"	5.39 & 13.62
13	223° 49' 20"	5.4 & 13.595
14	171° 52' 20"	3.21 & 9.74
15	171° 52' 20"	3.485 & 9.60
16	195° 55'	3.495 & 20.295
18	61° 54'	3.495 & 18.075
19	328° 51'	3.495 & 18.075
20	328° 51'	3.495 & 18.075
21	271° 55'	3.415 & 10.355
22	306° 40'	3.57 & 11.525

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

This negative is a photograph made as a permanent record of a document in the custody of the Registrar-General this day 14th June, 1990

Reduction Ratio 1:800  
 Surveyors Reference: 132/1-8-1

DP 802042

OFFICE USE ONLY

Registered: 8.5.1990  
 Title No: 3 of the plan of 14th March 1980  
 Date of Issue: 14 FEBRUARY 1990  
 Surveyed: 23rd August 1980  
 Date of Issue: 14 FEBRUARY 1990  
 A. April

Signature: [Handwritten Signature]  
 Title: [Handwritten Title]  
 Date: [Handwritten Date]



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER  
 INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**  
 (Lengths are in metres)

PLAN: DPB02042E

PULL NAME AND ADDRESS OF REGISTERED OWNER OF THE LAND:

Subdivision of Lots 4 & 5 D.P. 221152  
 Lots 27,28,29 D.P. 718103  
 Lot 22 D.P. 790082 covered by Council  
 Clerk Certificate No. 34/90  
 N.S.W. Land & Housing Corporation  
 Level 8, 23-31 Moore Street, Liverpool  
 N.S.W. 2170

1. IDENTITY OF EASEMENT OR RESTRICTION FIRSTLY REFERRED TO IN ABOVE-MENTIONED PLAN:

Easement to drain water 2 wide

SCHEDULE OF LOTS, ETC. AFFECTED.

Lots burdened	Lots name of road or Authority benefited
1111	1112, 998-SITE 'H'
1110	1111, 1112, 998-SITE 'H'
1109	1110, 1111, 1112, 998-SITE 'H'
1108	1109, 1110, 1111, 1112, 998-SITE 'H'
1013	1012
1012	1013, 1012
1011	1014, 1013, 1012
1010	1015, 1014, 1013, 1012
1018	1016, 1015, 1014, 1013, 1012

1. IDENTITY OF EASEMENT OR RESTRICTION FIRSTLY REFERRED TO IN ABOVE-MENTIONED PLAN:	SCHEDULE OF LOTS, ETC. AFFECTED.
1118	1117, 1118
1119	1119, 1118, 1117
1120	1120, 1119, 1118, 1117
1121	1121, 1120, 1119, 1118, 1117
1122	1122, 1121, 1120, 1119, 1118, 1117
1123	1123, 1122, 1121, 1120, 1119, 1118, 1117
1124	1124, 1123, 1122, 1121, 1120, 1119, 1118, 1117
1126	1126, 1124, 1123, 1122, 1121, 1120, 1119, 1118, 1117
1127	
1141	998-SITE 'G'
1143	998-SITE 'G'

2. IDENTITY OF EASEMENT OR RESTRICTION SECONDLY REFERRED TO IN ABOVE-MENTIONED PLAN:	SCHEDULE OF LOTS, ETC. AFFECTED.
1077	1076, 1079, 1080, 1063, 1064
1078	1063, 1064
1080	1080, 1063, 1064
1079	1078, 1077, 1076, 1079, 1080, 1063, 1064
1067	
1096	1095
1097	1097, 1096, 1095
1098	1098, 1097, 1096, 1095
1099	1099, 1098, 1097, 1096, 1095
1100	1100, 1099, 1098, 1097, 1096, 1095
1101	1101, 1100, 1099, 1098, 1097, 1096, 1095
1102	1102, 1101, 1100, 1099, 1098, 1097, 1096, 1095
1103	1103, 1102, 1101, 1100, 1099, 1098, 1097, 1096, 1095
1104	1104, 1103, 1102, 1101, 1100, 1099, 1098, 1097, 1096, 1095
1105	1105, 1104, 1103, 1102, 1101, 1100, 1099, 1098, 1097, 1096, 1095, 1107
1106	1106, 1105, 1104, 1103, 1102, 1101, 1100, 1099, 1098, 1097, 1096, 1095

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER  
 INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**  
 (Lengths are in metres)

PLAN: DPB02042E

PULL NAME AND ADDRESS OF REGISTERED OWNER OF THE LAND:

Subdivision of Lots 4 & 5 D.P. 221152  
 Lots 27,28,29 D.P. 718103  
 Lot 22 D.P. 790082 covered by Council  
 Clerk Certificate No. 34/90

1. IDENTITY OF EASEMENT OR RESTRICTION FIRSTLY REFERRED TO IN ABOVE-MENTIONED PLAN:

Easement for Electricity Purposes 2.75 wide

SCHEDULE OF LOTS, ETC. AFFECTED.

3. IDENTITY OF EASEMENT OR RESTRICTION THIRDLY REFERRED TO IN ABOVE-MENTIONED PLAN:	SCHEDULE OF LOTS, ETC. AFFECTED.
1095, 1151	1132, 1118, 1111, 1154

4. IDENTITY OF EASEMENT OR RESTRICTION FOURTHLY REFERRED TO IN ABOVE-MENTIONED PLAN:	SCHEDULE OF LOTS, ETC. AFFECTED.
1081	1081
1082	1082, 1081
1083	1083, 1082, 1081
1084	1084, 1083, 1082, 1081
1085	1085, 1084, 1083, 1082, 1081
1086	1086, 1085, 1084, 1083, 1082, 1081
1087	1087, 1086, 1085, 1084, 1083, 1082, 1081
1088	1088, 1087, 1086, 1085, 1084, 1083, 1082, 1081
1089	1089, 1088, 1087, 1086, 1085, 1084, 1083, 1082, 1081
1046	1046, 1047, 1048, 1049, 1089, 1088, 1087, 1086, 1085, 1084, 1083, 1082, 1081
1047	1047, 1046, 1048, 1049, 1089, 1088, 1087, 1086, 1085, 1084, 1083, 1082, 1081
1048	1048, 1047, 1046, 1049, 1089, 1088, 1087, 1086, 1085, 1084, 1083, 1082, 1081
1050	1049, 1047, 1046, 1049, 1089, 1088, 1087, 1086, 1085, 1084, 1083, 1082, 1081
1051	

5. IDENTITY OF EASEMENT OR RESTRICTION FIFTHLY REFERRED TO IN ABOVE-MENTIONED PLAN:	SCHEDULE OF LOTS, ETC. AFFECTED.
1095, 1151	1095, 1151

REGISTERED 8.5.1990



REGISTERED 8.5.1990



10	20	30	40	50	60	70	Table of mm	110	120	130	140
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This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 9th May, 1990





INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER  
INTENDED TO BE CREATED PURSUANT TO SECTION 89B OF THE CONVEYANCING ACT, 1919  
(Lengths are in metres)  
Sheet 3 of 5 Sheets

PLAN: DP608042  
Subdivision of Lots 4 & 5 D.P. 221152  
Lots 27-28-29, D.P. 718103  
Lot 22 D.P. 790082 covered by Council  
Clerk Certificate No. 34/90

PART 2

1. TERMS OF EASEMENT FOR ELECTRICITY PURPOSES 2.75 WIDE SECONDLY REFERRED TO IN ABOVE-MENTIONED PLAN:

An easement for the transmission of electricity and for that purpose to install all necessary equipment (including transformers and underground transmission mains wires and cables) together with the right to come and go for the purpose of inspecting maintaining repairing replacing and/or removing such equipment and every person authorised by the Prospect County Council to enter into and upon the said easement or any part thereof at all reasonable times and to remain there for any reasonable time with surveyors workmen vehicles things or persons and to bring and place and leave thereon or remove therefrom all necessary materials machinery implements and things provided that the Prospect County Council and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the said easement and will restore that surface as nearly as practicable to its original condition.

2. TERMS OF EASEMENT FOR UNDERGROUND MAINS 1 WIDE THIRDLY REFERRED TO IN ABOVE-MENTIONED PLAN:

An easement for the transmission of electricity with full and free right leave hereby and licence for the Council and its successors to erect construct place repair renew maintain use and remove underground electricity transmission mains wires cables and ancillary works for the transmission of electricity and for purposes incidental thereto under and along the said easement AND to cause or permit electricity to flow or be transmitted through and along the said transmission mains wires and cables and for the purposes of the erection construction and placement of the electricity transmission mains wires cable and ancillary works to enter into and upon the said easement or any part thereof at all reasonable times with surveyors workmen vehicles materials machinery or implements or with any other necessary things or persons and to place and leave thereon or remove therefrom all necessary materials machinery implements and things AND the Registered Proprietor for the time being of the land hereby burdened shall not erect or permit to be erected any building or other erection of any kind or description on over or under the said easement or alter the surface level thereof or carry out any form of construction affecting the surface undersurface or subsoil thereof without the Council's permission in writing being first had and obtained PROVIDED that anything permitted by the Council under the foregoing covenant shall be executed in all respects in accordance with the reasonable requirements of the Council and to the reasonable satisfaction of the Engineer of the Council for the time being.

3. TERMS OF RESTRICTION ON THE USE OF LAND FOURTHLY REFERRED TO IN ABOVE-MENTIONED PLAN:

- a) Not more than one main building shall be erected on each lot burdened and such building shall not be used or permitted to be used other than as a private residential dwelling provided that duplex units or dual occupancies shall be allowed subject to the requirements of the responsible authority and further provided that nothing in this clause shall prevent the erection of one main building on any allotment arising out of the subdivision of one or more of the lots burdened.
- b) No garage or outbuilding shall be erected or permitted to remain on each lot burdened except until after or concurrently with the erection of any main building thereon.

REGISTERED § 8.5.1990



10	20	30	40	50	60	FOOTABLE OF mm	110	120	130	140
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER  
INTENDED TO BE CREATED PURSUANT TO SECTION 89B OF THE CONVEYANCING ACT, 1919  
(Lengths are in metres)  
Sheet 4 of 5 Sheet

PLAN: DP608042  
Subdivision of Lots 4 & 5 D.P. 221152  
Lots 27-28-29 D.P. 718103  
Lot 22 D.P. 790082 covered by Council  
Clerk Certificate No. 34/90

3. TERMS OF RESTRICTION ON THE USE OF LAND FOURTHLY REFERRED TO IN ABOVE-MENTIONED PLAN CONTINUED:

- c) No building or buildings shall be erected or permitted to remain on each lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or brick veneer and/or fibrous cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 25% of the total area of the external walls.
- d) Timber and/or fibrous cement shall not be used in external walls except in conjunction with all or any of the above materials and the proportion shall not exceed 33% of the total area of the external walls except in the case of a two storey building where the proportion shall not exceed 50% of the total area of the external walls.

- d) No building shall be permitted to remain on any lot burdened having floor area of less than 140 square metres excluding garage, patio and carport areas.

- e) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the New South Wales Land and Housing Corporation or its successors other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense and in favour of any person dealing with the Corporation or its successors and in favour of any person dealing with the purchasers or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this consent in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by the New South Wales Land and Housing Corporation or its successors other than purchasers on sale.

- f) No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of the Glenmore Park Developments Pty. Limited or its successors.

- g) Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

NAME OF AUTHORITY EMPowered TO RELEASE VARY OR MODIFY THE EASEMENTS SECONDLY AND THIRDLY REFERRED TO IN ABOVE-MENTIONED PLAN:

Prospect County Council  
NAME OF AUTHORITY EMPowered TO RELEASE VARY OR MODIFY THE RESTRICTION ON THE USE OF LAND FOURTHLY REFERRED TO IN THE ABOVE-MENTIONED PLAN:  
Glenmore Park Developments Pty. Limited or New South Wales Land and Housing Corporation

REGISTERED § 8.5.1990



This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 9th May, 1990



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

(Lengths are in metres)

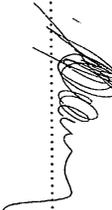
Sheet 5 of 5 Sheets

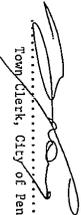
PLAN: D.P. 79082

Subdivision of Lots 4 & 5 D.P. 221152  
Lots 27, 28, 29 D.P. 718103  
Lot 22 D.P. 79082 covered by Council  
Clerk Certificate No. 34/90

SIGNED by me ALAN JAMES DELANEY delegate  
of the New South Wales Land and Housing  
Corporation who hereby declares that he  
has no revocation of the delegation in  
the presence of:

New South Wales Land and Housing  
Corporation by its delegate

.....  
  
.....

.....  
  
.....  
Town Clerk, City of Penrith

REGISTERED  8.5.1990

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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This negative is a photograph made as a permanent  
record of a document in the custody of the  
Registrar General this day 9th May, 1990



**PLAN FORM 2**

SIGNED FOR AND ON BEHALF OF BY ITS ATTORNEY DAVID MARK JOHNSTON  
 DATED 20.10.198 REGISTERED BOOK 189 No.154 PUNJANT TO WHICH THIS DOCUMENT HAS BEEN EXECUTED IN THE PRESENCE OF:-

WITNESS  
 FRANKS

THE COMMON SEAL OF INTEGRAL ENERGY AUSTRALIA WAS HERETO AFFIXED IN THE PRESENCE OF:-

DIRECTOR  
 SECRETARY



MARK	SURVEY PRACTICE REGULATION 1996 - CLAUSE 37(2)	ZONE	ACC.
S.S.M.43761	269271.785	1259858.620	562/1
S.S.M.10886	269274.859	1259517.295	562/1
S.S.M.10887	269274.568	1259517.077	562/1
S.S.M.10888	269274.568	1259517.077	562/1

PLAN APPROVED: Authorised Officer  
 Crown Lands Office Approval

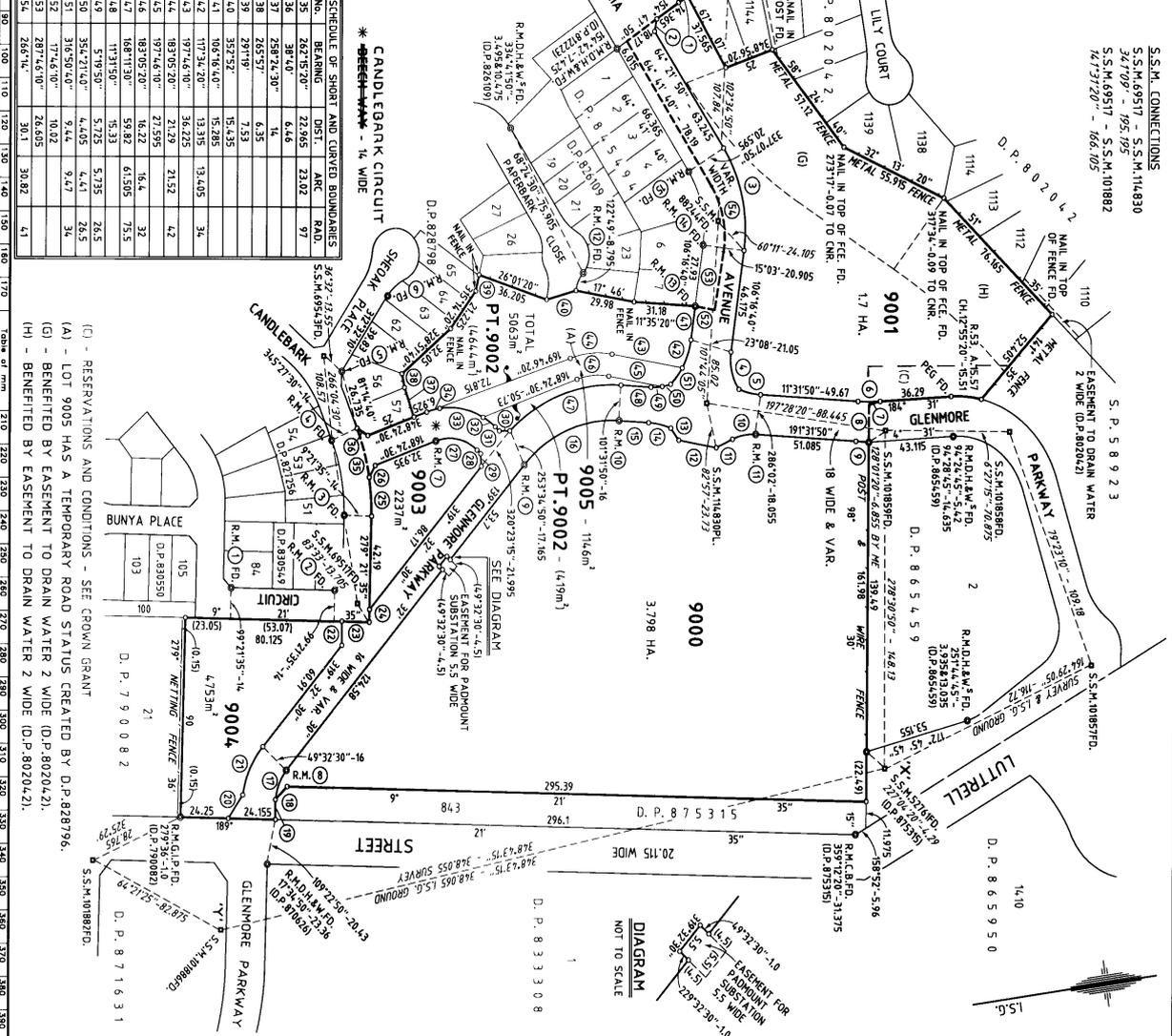
Subdivision Certificate  
 I certify that the provisions of s.199A of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision.  
 (Insert signature of authorised officer)  
 Authorised Officer  
 Crown Lands Office  
 Date: 20/10/198  
 DA9490820  
 The plan is to be lodged electronically in the Land Title Office. It should include a signature in an electronic or digital format approved by the Registrar-General.  
 Delete whichever is inapplicable.

STATIONERS REFERENCE: 1327/0-B-133 CHECKLIST

No.	BEARING	DISTANCE	D.P.
1	279°21'35"	3.5810.555	D.P.827256
2	219°21'35"	3.45810.715	D.P.827256
3	89°21'35"	3.1610.149	D.P.827256
4	345°21'30"	3.46510.385	D.P.827256
5	39°00'20"	3.45810.395	D.P.827256
6	76°32'20"	3.46810.529	D.P.827256
7	162°32'20"	3.28812.228	PLATED
8	149°32'20"	3.28812.228	PLATED
9	133°34'50"	3.46812.355	PLATED
10	107°31'50"	3.46812.355	PLATED
11	106°02'20"	5.265816.61	D.P.828209
12	49°47'20"	3.46524.229	D.P.828209
13	196°16'40"	5.935	D.P.845494
14	140°00'00"	10.59	D.P.845494
15	155°47'40"	6.615	D.P.845494
16	095°00'00"	10.26	D.P.845494

No.	BEARING	DIST.	ARC	RAD.
1	338°21'40"	4.485	72.5	
2	8°31'30"	3.54	48.8	44
3	8°31'30"	11.23	174.5	281
4	8°31'30"	11.245	1129	38.5
5	20°32'20"	11.245	1128	
6	8°01'20"	11.245	1128	
7	186°31'30"	5.57		
8	98°30'15"	18.45		
9	107°27'20"	6.855		
10	177°25'40"	11.94	12.06	24.5
11	163°19'20"	9.05		
12	108°17'20"	19.25		
13	24°11'9"	6.805	11.605	36.5
14	200°38'30"	15.15	53.9	59.5
15	191°31'50"	52.755	53.9	59.5
16	165°32'10"	52.755	53.9	59.5
17	120°44'50"	14.31	14.9	26.5
18	14°31'43"	8.395		
19	98°05'00"	12.91		
20	133°13'00"	12.91		
21	303°20'20"	23.995	24.32	4.3
22	292°21'35"	10.82		
23	279°21'35"	14		
24	279°21'35"	5.755	17.45	97
25	279°21'35"	17.425	17.45	97
26	308°08'30"	6.705	22.405	21
27	18°58'30"	2.55		
28	49°32'30"	2.55		
29	24°32'30"	3.64		
30	188°24'30"	3.64		
31	188°24'30"	7.22	7.44	38
32	43°24'30"	26.985	26.55	55
33	186°24'30"	26.985	26.55	55
34	171°57'20"	4.33	4.33	35

No.	BEARING	DIST.	ARC	RAD.
1	36°32'11.50"	3.672	11.50	97
2	262°57'30"	22.965	23.02	97
3	38°4'0"	6.46		
4	288°24'20"	14		
5	288°24'20"	6.35		
6	288°24'20"	15.435		
7	352°32'20"	15.285		
8	106°16'40"	13.315	13.05	34
9	197°46'10"	36.225		
10	183°05'20"	21.29	21.52	42
11	183°05'20"	16.22	16.4	32
12	183°05'20"	59.82	61.505	75.5
13	183°05'20"	16.22	16.4	32
14	183°05'20"	59.82	61.505	75.5
15	183°05'20"	16.22	16.4	32
16	183°05'20"	59.82	61.505	75.5
17	183°05'20"	16.22	16.4	32
18	183°05'20"	59.82	61.505	75.5
19	183°05'20"	16.22	16.4	32
20	183°05'20"	59.82	61.505	75.5
21	183°05'20"	16.22	16.4	32
22	183°05'20"	59.82	61.505	75.5
23	183°05'20"	16.22	16.4	32
24	183°05'20"	59.82	61.505	75.5
25	183°05'20"	16.22	16.4	32
26	183°05'20"	59.82	61.505	75.5
27	183°05'20"	16.22	16.4	32
28	183°05'20"	59.82	61.505	75.5
29	183°05'20"	16.22	16.4	32
30	183°05'20"	59.82	61.505	75.5
31	183°05'20"	16.22	16.4	32
32	183°05'20"	59.82	61.505	75.5
33	183°05'20"	16.22	16.4	32
34	183°05'20"	59.82	61.505	75.5



**PLAN OF SUBDIVISION OF LOTS 82883 - DP 828796, LOT 8 - DP 845494 & LOT 842 - DP 875315**

Registered: 20/10/198  
 CA: SEE CERTIFICATE  
 Title System: TORRENS  
 Purpose: SUBDIVISION  
 Ref. Map: PENRITH SH 22  
 Last Plan: DP 845494 DP 875315

LGA: PENRITH  
 Locality: GLENMORE PARK  
 Parish: MULLGOA  
 County: CUMBERLAND

Surveyors (Practice) Regulation 1986  
 PHILLIP WILLIAM GARDNER  
 PHILIP WILLIAM GARDNER  
 PHILIP WILLIAM GARDNER

PLANS USED IN PREPARATION OF SURVEY/COMPUTATION:  
 D.P.845494 D.P.827256  
 D.P.828108 D.P.827256  
 D.P.828108 D.P.875315  
 D.P.802042

THIS IS INTENDED TO DEDICATE  
 GLENMORE PARKWAY AND PUBLIC  
 AS ROAD.  
 PURSUANT TO SECTION 88B  
 OF THE LOCAL GOVERNMENT ACT 1919  
 IT IS INTENDED  
 TO CREATE:-  
 1) EASEMENT FOR PAVEMENT  
 2) RESTRICTION ON THE USE OF  
 LAND  
 TO BE RELEASED:-  
 1) EASEMENT FOR UNDERGROUND  
 MAINS 1 WIDE.  
 (LOT 842 - D.P.875315)  
 CREATED BY D.P.812223

IT IS INTENDED TO DEDICATE  
 CANDLEBANK CIRCUIT  
 TO THE PUBLIC AS ROAD.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Plan Drawing only to appear in this space

DP1010665

20/10/198

**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION ON  
THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Sheet 1 of 3 Sheets

**DP1010665**

Subdivision of Lot 842 DP 875315,  
and Lot 8 DP 845494, Lots 82 & 83  
DP 828796  
Covered by Council's Certificate  
No. 97/00 of 3/8/2000

FULL NAME AND ADDRESS OF  
PROPRIETOR OF THE LAND

Glenmore Park Estate Limited  
2 Glengarry Drive, Glenmore Park.

**PART 1**

1. Identity of easement, profit a  
prendre, restriction or positive covenant  
to be created and firstly referred to in  
the abovementioned plan

Easement for padmount substation  
5.5 wide

Schedule of Lots etc., affected

Lots burdened  
9000

Lots, name of road or Authority benefited  
Integral Energy Australia

2. Identity of easement, profit a  
prendre, restriction or positive covenant  
to be created and secondly referred to in  
the abovementioned plan

Restriction on the Use of Land

Schedule of Lots etc., affected

Lots burdened  
Each Lot

Lots, name of road or Authority benefited  
Penrith City Council

**PART 1A**

1. Identity of easement, profit a  
prendre, restriction or positive covenant  
to be released and firstly referred to in  
the abovementioned plan

Easement for underground mains  
1 wide created by DP 812223

Schedule of Lots etc., affected

Lots burdened  
842/875315

Lots, name of road or Authority benefited  
Integral Energy Australia

**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION ON  
THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

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Sheet 2 of 3 Sheets

**DP1010665**

Subdivision of Lot 842 DP 875315,  
and Lot 8 DP 845494, Lots 82 & 83  
DP 828796  
Covered by Council's Certificate  
No. 97/00 OF 3/8/2000

**PART 2**

**TERMS OF EASEMENT FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN:**

An Easement for Padmount Substation having terms as detailed in Memorandum No. 3021852 registered with the Land Titles Office.

**TERMS OF RESTRICTION ON THE USE OF LAND SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN:**

No development or building shall be allowed or permitted to remain on the burdened allotments unless satisfactory arrangements have been made with Penrith City Council for services (water, sewer, electricity and telephone), the payment of any outstanding contributions and/or consolidation with adjoining lots.

**NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENT FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN:**

Integral Energy Australia

**NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY RESTRICTION ON THE USE OF LAND SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN:**

Penrith City Council

*DP 1010665*

**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION ON  
THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Sheet 3 of 3 Sheets

**DP1010665**

Subdivision of Lot 842 DP 875315,  
and Lot 8 DP 845494, Lots 82 & 83  
DP 828796  
Covered by Council's Certificate  
No. 091/00 of 3/8/2000

SIGNED for and on behalf of  
GLENMORE PARK ESTATE LIMITED by  
its Attorney David Mark Johnston pursuant  
to Power of Attorney dated 20.1.98 registered  
Book 4189 No.754 pursuant to which this  
document has been executed in the presence of:

*Attracts*  
.....

THE COMMON SEAL of INTEGRAL  
ENERGY AUSTRALIA was hereunto  
affixed in the presence of:



*Johnston*  
.....

*R. Powis*  
.....  
Director

*R. Howard*  
.....  
Secretary

REGISTERED  9.10.2000

*R. Penrith*  
.....  
The General Manager, City of Penrith



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE  
OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B CONVEYANCING ACT 1919.**



(Sheet 1 of 3 Sheets)

**Plan: DP1115855 B**

Subdivision of Lot 9001  
DP 1010665  
Covered by Council's Certificate  
No.

**Full name and address  
of the owner of the Land:**

Tweedstone Pty Ltd  
ABN 62 112 196 362  
PO Box R1775  
Royal Exchange NSW 1225

**PART 1**

<b>Number of item shown in the intention panel on the plan.</b>	<b>Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.</b>	<b>Burdened lot(s) or parcel(s):</b>	<b>Benefited lot(s), road(s) bodies or Prescribed Authorities:</b>
1	Easement to Drain Water 2.5 Wide	101	100
2	Positive Covenant	101	100

  
.....  
Authorised Officer, Penrith City Council

(Sheet 2 of 3 Sheets)

Plan: **DP1115855**

Subdivision of Lot 9001  
DP 1010665  
Covered by Council's Certificate  
No.

## PART 2

### **Terms of Positive Covenant secondly referred to in the abovementioned plan:**

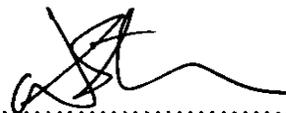
Pursuant to Section 88BA of the Conveyancing Act 1919, the registered proprietor/s of the burdened lot covenants that it shall, in respect of the overland flow path constructed over the Easement to Drain Water 2.5 wide firstly referred to:

- a) keep the overland flow path clean and free from silt, rubbish and debris;
- b) maintain and repair, at the sole expense of the registered proprietor/s, that part of the overland flow path contained within the registered proprietor/s own lot, so that it functions in a safe and efficient manner;
- c) erect any boundary or internal fencing that crosses the overland flow path such that the underside of the fencing shall provide a minimum clear opening of 100mm to ground level.

For the purposes of this Positive Covenant, "overland flow path" means the works constructed on the land (including all access pavements, pipes, drains, kerbs, pits, grates and surfaces designed to convey stormwater through the site) as shown on plans approved by Penrith City Council as Construction Certificate No. CC-06-0015 on 26 July 2006 and contained within the aforementioned Easement to Drain Water 2.5 wide. A copy of the Construction Certificate and the approved plans are held on Council File No. DA-05-1563.

### **Name of Authority whose consent is required to release, vary or modify the terms of the Easement firstly referred to and the Positive Covenant secondly referred to in the abovementioned plan:**

The registered proprietor of the benefited lot and Penrith City Council.



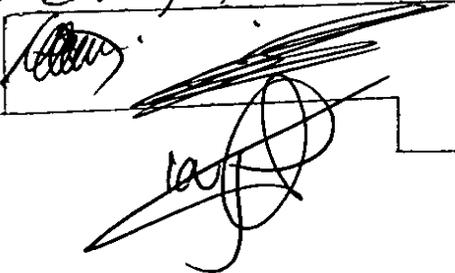
.....  
Authorised Officer, Penrith City Council

Plan: **DP1115855**

Subdivision of Lot 9001  
DP 1010665  
Covered by Council's Certificate  
No.

**SIGNATURES AND SEALS**

PERMANENT NOMINEES (AUST) LTD  
ABN 14 000 154 441 BY ITS JULY  
CONSTITUTED ATTORNEY TARYN  
AMBER MACKENZIE ASSOCIATE DIRECTOR,  
INSTITUTIONAL PROTECT GROUP, AUSTRALIA  
AND NEW ZEALAND BANKING GROUP LTD  
ABN 11005 357 522, UNDER POWER OF  
ATTORNEY DATED 3 AUGUST 2007  
REGISTERED AS  
BOOK 4826  
NO. 503.



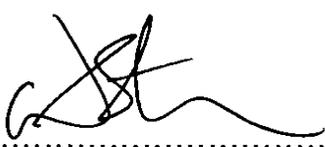
SIGNED:

DATE : 25 MARCH 2008

TWEEDSTONE PTY LTD  
ACN 112 196 362  
by its duly authorised attorneys  
GRANT JOHN HARRISON and  
SCOTT LEE SPRINGER  
under Power of Attorney registration  
number 711135697 and of which  
they have no notice of revocation.

Witness : KEVIN FIGUEROA  
TWEEDSTONE P/L  
DEVELOPMENT MANAGER

7 ELORA PLACE  
BONNYRIGG NSW 2177  

Authorised Officer, Penrith City Council

**REGISTERED**  16.4.2008



Form: 15CH  
Release: 2.1

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

**AN504142S**

New South Wales  
Strata Schemes Management Act 2015  
Real Property Act 1900

**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 82944	
(B) <b>LODGED BY</b>	Document Collection Box <b>573X</b>	Name, Address or DX, Telephone, and Customer Account Number if any Network Strata Services Pty Limited 123421L P O Box 265 HURSTVILLE BC NSW 1481 Reference: _____
		<b>CODE</b>  <b>CH</b>

(C) The Owners-Strata Plan No. 82944 certify that a special resolution was passed on 13/2/2018  
(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—

(E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. Special By-Law 19, 20  
Amended by-law No. NOT APPLICABLE

as fully set out below:

As set out in Annexure A

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure B.

(G) The seal of The Owners-Strata Plan No. 82944 was affixed on 29/6/2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: [Signature]  
Name: Brad Wood  
Authority: Netstrata-Managing Agent

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Authority: \_\_\_\_\_



## Annexure A Change of By-Laws

Parties: 82944

Dated 13 February 2018

### Special By-Law 19- Pre-Meeting & Electronic Voting

#### A) Intention

The intention of this By-law is to provide authorisation to both the Owners Corporation and Strata Committee to utilise pre-meeting electronic voting and electronic voting as a means of collecting and counting votes for a matter to be determined by either the Owners Corporation or Strata Committee.

#### B) Pre-Meeting Electronic Voting

(i) The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.

(ii) The Strata Committee, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.

#### C) Electronic Voting

The Owners Corporation and Strata Committee shall be authorised to utilise electronic means of voting including but not limited to, teleconferencing, video-conferencing, email (including scanned ballot papers), websites, mobile applications and other electronic means for the purpose of collecting and counting votes on any matter for determination by the Owners Corporation or Strata Committee prior and during the conduct of a meeting.

#### D) Compliance and Capability

Where the Owners Corporation or Strata Committee elects to use pre-meeting voting and/or electronic voting to assist with the conduct of a meeting, the secretary or Strata Managing Agent must ensure that;

(i) All rules surrounding the conduct of a meeting wholly or partially by pre-meeting and electronic voting are followed as specified by the Strata Schemes Management Act 2015, Strata Schemes Management Regulation 2016 as well as the terms of this By-law, and

(ii) The venue and electronic means used have the appropriate capabilities that will enable the meeting to be conducted using those mediums.

### Special By-Law 20 -Minor Renovations

#### 1. Intention

The intention of this By-law is;

- i. To delegate the function of approving Minor Works to the Strata Committee of the Owners Corporation in accordance to section 110(6)(b) of the Strata Schemes Management Act,
- ii. Define what Minor Works may be approved by the committee,
- iii. Provide owners with an application process to have their Minor Works approved,
- iv. Provide Terms and Conditions that will apply to all Minor Works that are approved by the strata committee.

#### 2. Definitions

- i. The terms and references used in this By-law have the same meaning as the terms and references found in the Strata Schemes Management Act 2015 (the Act) and Strata Schemes Management Regulation 2016 (the Regulations).
- ii. Minor Renovations means any work to the common property in the building in connection with a lot for the following purposes;
  - a. Renovating a kitchen, bathroom or laundry within a lot (not including waterproofing works)
  - b. Renovating any other room within a lot (not including structural works)
  - c. Changing or installing recessed light fittings,
  - d. Installing or replacing wood or other hard floors,
  - e. Installing or replacing wiring or cabling or power or access points,
  - f. Work involving reconfiguring walls,
  - g. Installing or replacing pipes and duct work,
  - h. Installing a rainwater tank,
  - i. Installing a clothesline,
  - j. Installing a reverse cycle split system or ducted air-conditioning system,
  - k. Installing double or triple glazed windows,
  - l. Installing a heat pump or hot water service,
  - m. Installing ceiling, wall or floor insulation,
  - n. Installing an antenna, an aerial or satellite dish (less than 1.5M in diameter)
  - o. Installing a skylight, rotary roof ventilator device or exhaust fan in the roof space directly above the owners lot,
  - p. Installing solar panels and/or an electric battery for the purposes of providing electricity supply to the owners lot
  - q. Any other installation or renovation deemed a 'Minor Renovation' by the strata committee that accords with section 110 of the Act.



## Annexure A Change of By-Laws

Parties: 82944

Dated: 13 February 2018

### 3. Authority to approve Minor Renovations

- i. The Owners Corporation delegates to the Strata Committee under section 110(6)(b) of the Act, the authority to approve Minor Renovations as defined in this By-law to all lots within the strata scheme.
- ii. Upon receiving an application for Minor Works, the secretary or Strata Managing agent must convene a meeting of the Strata Committee within the timeframes and within provisions of the Act and Regulations.
- iii. The meeting may be convened and conducted by electronic means, if the Owners Corporation or Strata Committee has approved pre-meeting voting and electronic voting.
- iv. In the event there is no committee elected or the committee are unable to meet within the timeframes defined by the Act, the application must be determined by the Owners Corporation at a general meeting.
- v. The committee may, at its own discretion, decide that an application for Minor Renovations be determined by the Owners Corporation at a general meeting.
- vi. The Strata Committee may not unreasonably withhold approval for a Minor Renovation, however where the committee does withhold approval, the owner may refer their application for Minor Renovations to Owners Corporation for determination at a general meeting.
- vii. Where a general meeting is required pursuant to clause 3(vi) of this By-law, all costs associated with the production of that meeting will be borne by the owner of the lot to which the application applies, unless the application is to be determined at the next Annual General Meeting of the Owners Corporation or the strata committee agrees that the Owners Corporation will assume the expense.
- viii. Pursuant to section 110 of the Act, the Strata Committee cannot approve Minor Renovations of a structural nature or renovations that require waterproofing works.

### 4. Application Process

An application for a Minor Renovation must be made in writing and sent to the secretary or Strata Managing Agent and be accompanied with all necessary documentation that will readily allow the strata committee to determine the application, including but not limited to;

- i. The name of the applicant, contact details and lot number to which the Minor Renovations will apply,
- ii. A description of the Minor Renovations proposed,
- iii. All plans, specifications, drawings, expert reports or other information that will assist the committee in processing the application, including;
  - a. For works that involve the installation of timber or hard floors within a lot, details of the acoustics to be used to ensure adequate sound proofing;
  - b. For works that involve installing recessed lighting, a copy of the fire proofing proposed to be used,
- iv. Details of how any rubbish and debris will be disposed of during the construction process, v. The estimated duration of the work,
- vi. Other information that the committee may require in order to process the application.

### 5. Terms and Conditions that will apply to all approvals

The following terms and conditions will apply to all Minor Renovations approved by the Strata Committee pursuant to this By-law.

- i. The owners must inform the secretary or Strata Managing Agent not less than fourteen (14) days before the Minor Renovations are to commence;
  - ii. Anything installed as a result of the Minor Renovation shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of the lot which they service, including successors in title;
  - iii. the owners of any lot undertaking the Minor Renovations must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
  - iv. the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
  - v. any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Minor Renovations must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
  - vi. the Minor Renovations must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
  - vii. the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the Minor Renovations are to be replaced or renewed;
- (2) In the event that an owner or occupier of a lot to which the Minor Renovations have been completed, after notice, fails to comply with any matters set out in conditions (i) to (vii) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.
- (3) The Strata Committee or Owners Corporation may impose additional terms and conditions to the granting of approval for Minor Renovations, including but not limited to;
- i. The supply of a Dilapidation Report prior to the commencement of the works,
  - ii. The supply of additional expert reports relevant to the proposed works,
  - iii. Payment of a Bond before commencement of the works,
  - iv. Conditions surrounding noise and proposed times of work,
  - v. Provisions for cleaning and removal of debris,
  - vi. Conditions surrounding access to common property for trades, equipment and vehicles.
  - vii. Any other matter relevant to the application.





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## Strata Plan 82944 47 CAMELLIA AVE GLENMORE PARK

The Following are the Standard By-laws registered with the scheme. Strata Plan registration  
Date: 26/10/2009

### 1 Community Management Statement

The Owner of a Lot, the Owners Corporation and the strata manager shall be bound by the Community Management Statement. The community Management statement shall prevail to the extent of any inconsistency between the Community Management Statement and the strata by-laws

### 2 Noise

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

### 3 Behaviour of Owners

An Owner 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 of another Lot or to any person lawfully using Common Property.

### 4 Children on Common Property

An Owner of a Lot must not permit any child of whom the Owner or any guest or invitee of an Owner is responsible to play or remain on Common Property unless accompanied by an adult exercising effective control over the child.

### 5 Behaviour of invitees

1. An Owner of a Lot must take all reasonable steps to ensure that guests and invitees of the Owner do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner of another lot or any person lawfully using Common Property.

2. An Owner of a Lot must not

- (a) make noise or install any device in or on the lot which makes noise, or behave in a way that might unreasonably interfere with the use and enjoyment of a Lot or Common Property by another Owner,
- (b) use language or behave in a way that might offend another Owner or their visitors,
- (c) do anything in Elysia that is illegal, or
- (d) do anything that might damage the good reputation of Elysia

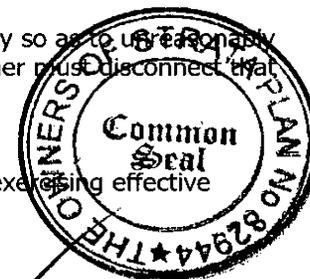
3. If an Owner installs a device in the Owner's Lot which malfunctions, or functions in a way so as to unreasonably interfere with the use and enjoyment of a Lot or the Common Property by Owner, the Owner must disconnect that device and, if required by the Owners Corporation, remove the device.

4. Subject to the By-Laws, an Owner must not allow children in the Owner's care to:

- (a) play on Common Property, or
- (b) be in an area of Common Property that may be dangerous to children unless an adult exercising effective control is with them.

5. An owner of a lot must:

- (a) ensure that all visitors comply with the By-laws,
- (b) procure that the Owners visitors leave Elysia if they do not comply with the by-laws, and



Report Date: 29th June 2018



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## By-Laws

### **Strata Plan 82944** **47 CAMELLIA AVE GLENMORE PARK**

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(c) accompany the Owners visitors at all times except when they are entering and leaving Elysia

6. If the lot is leased or licensed, an owner must:

(a) give to the tenant or licensee a copy of the by-laws

(b) ensure that the tenant or licensee and their visitors comply with the by-laws, and

(c) take all action available to the Owner, including action under the lease or licence agreement to procure that the tenant or licensee complies with the By-Laws or leaves Elysia.

#### **6 Parking of Vehicles on Common Property**

1. An Owner of a Lot must not park or stand any motor or other vehicle on Common Property or permit a guest or invitee to park or stand any motor or other vehicle on Common Property other than in the allocated parking bays.

2. An Owner of a Lot may park or stand a vehicle on Common Property with the prior consent of the Owners Corporation.

#### **7 Obstruction of Common Property**

An Owner of a Lot must not obstruct lawful use of Common Property by any person.

#### **8 Damage to Walls of the Common Property**

1. An Owner 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 prior written approval of the Owners Corporation.

2. An approval given by the Owners Corporation under sub-clause (1) cannot authorise any additions to the Common Property.

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,

(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 Owners Lot,

4. Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, consistent with any guidelines established by the Owners Corporation about such installations or, in the absence of guidelines, in keeping with the appearance of the rest of the building.

5. Despite Section 62 of the 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 sub-clause (3) that forms part of the Common Property and that services the 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 sub-clause (3) that forms part of the Common Property and that services the Lot.

#### **9 Damage to Gardens and External Areas of Common Property**

1. Where appropriate, an Owner and any guest or invitee of an Owner of a Lot must obey all signs and directions relating to the use of walkways and gardens in the Common Property.

2. An Owner of a Lot must:



Report Date: 29th June 2018



## By-Laws

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### **Strata Plan 82944 47 CAMELLIA AVE GLENMORE PARK**

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- (a) use Common Property equipment only for its intended purpose,
- (b) immediately notify the Owners Corporation of any damage to or a defect in Common Property, and
- (c) compensate the Owners Corporation for any damage to Common Property caused by the Owner, the Owner's visitors or persons doing work or carrying out building works to the Owner's Lot

#### **10 Controlling Traffic on Common Property**

1. In addition to its powers under the Act, the Owners Corporation has the power to:
- (a) impose a speed limit for traffic in Common Property,
  - (b) impose reasonable restrictions on the use of Common Property driveways and parking areas,
  - (c) install speed humps and other traffic control devices in Common Property, and
  - (d) install signs about parking and to control traffic in Common Property.

#### **11 Scooters, Skateboards and Rollerblades**

- The Owner of a Lot must not without the prior written approval of the Owners Corporation:
- (a) ride a scooter, skateboard or rollerblades on Common Property, or
  - (b) permit a guest or invitee to ride a scooter, skateboard or rollerblades on Common Property.

#### **12 Depositing Rubbish and Other Material on Common Property**

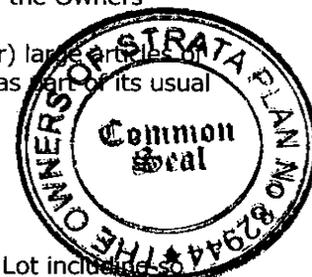
An Owner of a Lot must not deposit or throw on the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Owner of another Lot or of any person lawfully using the Common Property.

#### **13 Garbage Disposal**

1. An Owner of a Lot:
- (a) must take its refuse to such part or parts of the common property as are designated by the Owners Corporation from time to time;
  - (b) must not deposit or leave refuse:
    - (i) on Common Property (other than as permitted under sub-clause(a)),
    - (ii) in an area of its Lot which is visible from the outside of that Lot, or
    - (iii) in the carspace of its Lot,
  - (c) must immediately remove and clean any refuse which is spilled onto Common Property;
  - (d) shall ensure that before refuse is placed in an appropriate receptacle, that it is securely wrapped or in the case of tins or other containers, completely drained; and
  - (e) must place recyclable materials in the dedicated receptacles for those materials provided by the Owners Corporation
2. An Owner of a Lot must contact the Owners Corporation to remove (at the cost of the Owner) large articles of garbage, recyclable materials, liquids or other articles that Penrith City Council will not remove as part of its usual household garbage collection service.

#### **14 Cleaning Windows and Doors**

1. An Owner of a Lot must keep clean all glass in windows and all doors on the boundary of the Lot including



Report Date: 29th June 2018



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## By-Laws

### **Strata Plan 82944 47 CAMELLIA AVE GLENMORE PARK**

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much as is Common Property.

2. An Owner of a Lot does not have to clean glass in windows or doors that cannot be safely accessed.
3. The Owners Corporation may resolve to clean the glass in some or all of the windows and doors in Elysia. If the Owners Corporation resolves to clean glass in a Lot, the Owner of that Lot is excused from the Owner's obligations under this By-Law to clean that glass.

#### **15 Storage of Inflammable Liquids and Other Substances and Materials**

1. An Owner of a Lot must not, except with the prior written approval 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.
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 other material in a fuel tank of a motor vehicle or internal combustion engine.

#### **16 Keeping of Animals**

1. The Owner or Occupier of a Lot may not keep on a Lot without the prior approval of the Owners Corporation any more than three animals, in an aquarium or bird in a cage.
2. The owner of a pet allowed by subclause 1 must ensure that the remains on the Lot and does not enter onto any part of the Common Property or Community Property except where the pet allowed by subclause 1 is on a leash.
3. A completely or partially blind owner or occupier of a Lot may keep guide dog on a Lot.
4. A completely or partially blind person may use a guide dog on a lot or any part of the Community Scheme, Community Property, or Common Property.

#### **17 Appearance of a Lot**

1. The Owner of a Lot must not, without the prior written approval of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the aesthetics of the Strata Scheme or Elysia.
2. An Owner 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 other than on any lines provided by the Owners Corporation for the purpose and there only for a reasonable period.

#### **18 Balconies and Terraces**

1. An Owner of a lot may keep landscaping (for example, planter boxes and pot plants) and outdoor furniture on the balcony or terrace of the Lot only if it:
  - (a) is of a type approved by the Owners Corporation,
  - (b) will not cause damage to the Lot, Common Property or another Lot. and
  - (c) is not dangerous.
2. The Owners Corporation may require that the Owner of a Lot temporarily remove or store from the balcony or terrace to enable the Owners Corporation to inspect, repair or replace Common Property.



#### **19 Storage of Goods in Car Parking Areas**

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Report Date: 29th June 2018



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## By-Laws

### **Strata Plan 82944** **47 CAMELLIA AVE GLENMORE PARK**

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1. Subject to this By-Law, an Owner of a Lot may only use the car parking space allocated to that Lot for parking vehicles.
2. If the car parking space is fully enclosed, an Owner of a Lot may store personal or household items at the back of the car parking space allocated to the Lot only if:
  - (a) the item is appropriately boxed, wrapped or otherwise encased, and
  - (b) the boxed or wrapped item is stacked neatly.

#### **20 Preservation of Fire Safety**

The Owner of a Lot must not do any thing or permit any guests or invitees of the Owner to do any thing on the Lot or Common Property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the Lots or Common Property.

#### **21 Change of Use of a Lot**

1. An Owner of a Lot must not, without the prior written consent of the Owners Corporation, change the existing use of the Lot in a way that may effect the insurance premiums for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried on the Lot, or results in the Lot being used for commercial or industrial purposes rather than residential purposes).
2. If the Owners Corporation grants consent to the Owner under this By Law, the Owners Corporation may, in its absolute discretion, impose conditions as to the use, and may require that the Owner reimburse the Owners Corporation for any increase in insurance premium caused by the change of use.

#### **22 Security System**

1. The Owners Corporation may operate a security system under which:
  - (a) parts of the Common Property are secured against entry by unauthorised persons, and
  - (b) locks and other security devices or procedures are used to implement the security system.
2. The Owners Corporation is not liable for any loss or damage suffered to persons or property because:
  - (a) the security system fails or there is unauthorised entry to any part of the Common Property, or
  - (b) the security system is not operating

#### **23 Restricting Access**

1. In addition to its powers under the Act, the Owners Corporation has the power to install and operate in the Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of the Strata Scheme.
2. In addition to its powers under the Act, the Owners Corporation has the power to:
  - (a) close off or restrict by security keys access to parts of Common Property that do not give access to a Lot,
  - (b) restrict access of Owners to areas of the Strata Scheme where they do not own or occupy a Lot or where they have no rights to use Common Property under an exclusive use By-Law, and
  - (c) allow security personnel to use part of Common Property to operate or monitor security. Where such part of the Common Property is used or set aside for security personnel, the Owners Corporation may exclude Owners from using these parts of Common Property.
3. An Owner of a Lot must not:
  - (a) interfere with security cameras or surveillance equipment, or
  - (b) do anything that might prejudice the security or safety of Owners of the Strata Scheme.



Report Date: 29th June 2018



## By-Laws

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### **Strata Plan 82944** **47 CAMELLIA AVE GLENMORE PARK**

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4. An Owner of a Lot must take reasonable care to ensure that fire and security doors are locked or closed when they are not being used.

#### **24 Security Keys**

1. Subject to this By-Law, the Owners Corporation shall not give Owners a security key if access to Common Property is restricted under By Law 23.

#### **25 Moving Furniture and other objects through common property**

An owner of a lot must comply with the reasonable requirements of the Owners Corporation about the method and/or time period in which the owner may move furniture or other large objects through or on common property including requirements to fit an apron cover to the lift while moving the furniture or large object

#### **26 Floor Coverings**

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 of another Lot.
2. An Owner of a Lot must have consent from the Owners Corporation to remove or interfere with floor coverings or treatments in the Lot which assist to prevent the transmission of noise that might unreasonably disturb another Owner.

#### **27 Provision of Amenities or Services**

1. The Owners Corporation may, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners of one or more of the Lots:
  - . electricity, water or gas supply, and
  - . telecommunication services (including cable television and pay per-view television (Pay TV)).
2. If the Owners Corporation makes a resolution referred to in sub-clause (1) to provide an amenity or service to a Lot or to the Owner of a Lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.
3. The Owners Corporation may appoint a person or entity to install, replace and/or operate any of the services referred to in sub-clause (1) in the Strata Scheme and to install, lay, use, repair, maintain and replace cabling and other equipment necessary for the operation of such a facility throughout the Strata Scheme.
4. Other than allowed under this by law or expressly approved in writing by the Owners Corporation, an Owner of a Lot may not install any TV antenna or satellite dish either on the Lot or on Common Property.

#### **28 Power to Make Rules**

1. The Owners Corporation may make, amend or vary rules regarding the security, control, management, operation, use and enjoyment of a Lot or the Common Property including (but not limited to) rules regulating the use and operation of the Shared Facilities.
2. An Owner of a Lot must comply with the Rules. If there is an inconsistency between a Rule and a By-Law or a requirement of a governmental agency or statutory authority, the By-Law or the requirements of the



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governmental agency or statutory authority will prevail to the extent of the inconsistency.

#### **29 Consents by the Owners Corporation**

1. Unless a By-Law states otherwise, consents under the By-Laws may be given by:
  - (a) the Owners Corporation at a general meeting, or
  - (b) the Executive Committee at a meeting of the Executive Committee.
2. If a consent is given under these By-Laws, the Owners Corporation or the Executive Committee may impose conditions on that consent. An Owner must comply with these conditions.
3. The Owners Corporation or the Executive Committee may revoke their consent if an Owner does not comply with:
  - (a) conditions imposed on the consent, or
  - (b) the By-Law under which consent was granted.
4. The Owners Corporation may do anything on a Lot that should have done under the Act or the By-Laws by an Owner but which has not been done or, in the opinion of the Owners Corporation, was not done properly.
5. The Owners Corporation must give an Owner a written notice specifying when it will enter the Lot to do the work. The Owner must:
  - (a) give the Owners Corporation (or persons authorised by it) access to the Lot according to the notice and at the Owner's own cost, and
  - (b) pay the Owners Corporation for its costs for doing the work.
6. The Owners Corporation may recover any money owed to the Owners Corporation by the Owner under the By-Laws as a debt.
7. The powers of the Owners Corporation under this By-Law are in addition to those that it has under the Act.
8. An Owner must make any applications and complaints to the Owners Corporation in writing and address them to the Strata Manager.

#### **30 Provision of Shared Facilities**

1. Each owner and occupier of a lot in the Strata Scheme right to use the Shared Facilities.
2. The Community Association has entered into or proposes Cost Sharing Agreement with the Owners Corporation.
3. The Owners Corporation must enter into a Cost Sharing Agreement with the Community Association to regulate amongst other things the following:
  - (a) use, and
  - (b) monetary contribution by the Owners Corporate towards the operation, management, maintenance and upkeep of the Shared Facilities.

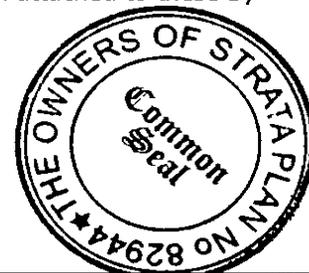
#### **31 BRAACE Retaining Wall**

1. The BRAACE Retaining Wall system is defined in the BRAACE RetainingWall Plan attached to these By-Laws within, Elysia, Glenmore Parkway, corner Camellia Avenue Glenmore Park.
2. All BRAACE Retaining Walls located on a Lot are Common Property.

**The Following are the Special By-laws registered with the scheme.**

##### **1 Access for Inspection of Fire Services**

**Registration Date: 01/03/2010**



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#### A) Definitions

(a) The following terms are defined to mean:

'Agents' means the Strata Managing Agent, Executive Committee or any Fire Safety Company or personnel engaged by the Owners Corporation.

'Fire Safety Equipment' means any Fire Safety Measure listed in clause 166 of the Environmental, Planning and Assessment Regulations 2000 (NSW) or any Fire Safety measure listed on the Fire Safety Certificate applicable to the strata scheme.

'Fines or Re-Inspection Fees' includes any fine or charge imposed on the Owners Corporation by the local council or other statutory or lawful authority or charges imposed by agent engaged by the Owners Corporation.

'Reasonable Access' means between the hours of 7.00am and 7.00pm Monday to Friday, excluding public holidays.

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

#### B) Duties of Owners

That in relation to the Owners Corporations responsibility to obtain an Annual Fire Safety Statement pursuant to the Environmental, Planning and Assessment Act 1979 and pursuant to section 65(1) of the Strata Schemes Management Act 1996 and clause the owner of a lot shall be responsible for ensuring;

(a) That where necessary the Owners Corporation or their agents have unfettered access to the owners lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;

(b) The occupant of the lot does not obstruct access to the Owners Corporation or their agents for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;

#### C) Duties of the Owners Corporation

That before carry out any of the inspection or works described in sub-clause B) 'Duties of Owners', the Owners Corporation or their agents must provide the occupant of the lot a minimum of 7 days notice that access to the lot is required.

#### D) Indemnity

i) An owner of a lot must indemnify the Owners Corporation against any loss or damage the owners corporation suffers as a result of fines or re-inspection fees incurred by the Owners Corporation due to access to the lot being unable to be gained by the Owners Corporations agents to conduct the necessary Fire Safety Inspections including liability under section 65(6) in respect of any property of the owner;

ii) An owner of a lot must indemnify the Owners Corporation against any loss or damage the owners corporation suffers as a result of the restoration of any faulty fire safety equipment necessary to be undertaken in order for the Annual Fire Safety Statement to issued.

#### E) Right to Remedy Default

If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may;

i) Carry out all work necessary to perform the obligation;

ii) Enter upon any part of the parcel to carry out that work; and

iii) Recover the costs of carrying out that work as a debt from the owner of the lot in the form of a levy being annexed as a charge upon the lot.

## 2 Installation of Air Conditioners

**Registration Date: 01/03/2010**

Each owner for the time being of each lot in the strata scheme is conferred with the right to install an air conditioning system (hereinafter defined as including a self-contained or split-system air conditioning unit, compressor, filter, ducting, electrical wiring and all associated equipment wherever located, hereinafter referred to as the "air-conditioner") to service the owners lot within the strata scheme subject to the following terms and conditions:

(a) The owners of any lot proposing to undertake the installation of an air-conditioner must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the air-conditioner is to be installed;

(b) the air-conditioner shall not be or become or in any way be construed to be common property and shall always



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- remain the sole property of the owner for the time being of the lot which it services;
- (c) the air-conditioner must be installed in a location and in such a way that it is not readily visible from the street front or any other public areas bounding the strata scheme;
  - (d) the owners of any lot undertaking the installation of an air-conditioner must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
  - (e) the installation of the air-conditioner must be effected in a workmanlike manner by licensed and insured tradespersons;
  - (f) the air-conditioner must not create any noise likely to interfere with the peaceful enjoyment of any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
  - (g) the air-conditioner must not expel any effluent or exhaust any air in such a way as to cause discomfort or inconvenience to an owner or occupier of a lot in the strata scheme or any person lawfully using the common property or to cause damage to the common property, including any plants, garden or lawn;
  - (h) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the air-conditioner must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
  - (i) the air-conditioner must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
  - (j) the air-conditioner and all filters must be regularly cleaned by the owner;
  - (k) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the air-conditioner is to be replaced or renewed;
- (2) In the event that an owner or occupier of a lot to which the air-conditioner is installed, after notice, fails to comply with any matters set out in conditions (a) to (k) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the air-conditioner.

### 3 Installation of Security Screens

**Registration Date: 01/03/2010**

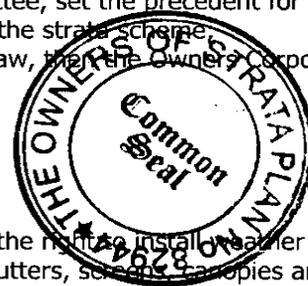
1. Notwithstanding By-law 5(3)(b), the owners of any lot proposing to undertake the installation of security screens to the windows and doors of their lot must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme for approval by the Executive Committee.
2. The style, design and finish of any proposed security screens shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design of the first of any one type of screen to be notified to the secretary or the strata managing agent will, if approved by the Executive Committee, set the precedent for any other similar installations of security screens that may be proposed elsewhere in the strata scheme.
3. In the event an owner of a lot fails to accede to sub clauses 1 & 2 of this By-Law, the Owners Corporation may request the removal of the installed security screens.

### 4 Modifications and Additions

**Registration Date: 01/03/2010**

Each owner for the time being of each lot in the strata scheme is conferred with the right to install weather protection devices (hereinafter defined as including blinds, awnings, pergolas, shutters, screens, canopies and shades to provide shade and protection from sun and weather to the windows, doors and open spaces of a lot and all associated equipment wherever located) (hereinafter referred to as the 'devices') to service the owners lot within the strata scheme subject to the following terms and conditions:

- (a) The owners of any lot proposing to undertake the installation of any devices must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the devices are to be installed;
- (b) the devices shall not be, or become, or in any way be construed to be common property and shall always



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remain the sole property of the owner for the time being of the lot which they service;

(c) the style, design and finish of any proposed devices shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design of the first of any one type of device to be notified to the secretary or the strata managing agent will, if it complies with subclause (1) (a) to (j) hereof, set the precedent for any other similar installations of devices that may be proposed elsewhere in the strata scheme;

(d) the owners of any lot undertaking the installation of any devices must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;

(e) the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;

(f) the devices must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;

(g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, any devices must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;

(h) the devices must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;

(i) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before any devices are to be replaced or renewed;

(j) all paint, stain and trim finishes applied to the devices shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation.

(2) In the event that an owner or occupier of a lot to which any devices are installed, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.

(3) In the event that an owner of a lot proposes the installation of any devices that, in their absolute discretion, the secretary or the strata managing agent believes is not consistent with the architectural theme established throughout the remainder of the strata scheme buildings. The proposal must be decided by vote at a general meeting.

#### **5 Absolution of Appliance Maintenance**

##### **Registration Date: 01/03/2010**

1. Pursuant to section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation has deemed that it is inappropriate to repair, maintain, replace or renew any appliance that is designed only to service a single lot within the strata scheme, regardless of whether any portion of the appliance, (including motor, compressor, cabling, pipe, mounting, ducting or other pertinent fixture of the appliance) is located on or within common property or lot property.
2. The type of appliances referred to in this By-law shall include, but not be limited to;
  - (i) Bathroom & Kitchen Exhaust Fans
  - (ii) Light Fittings and Down lights
  - (iii) Air-Conditioning Apparatus
  - (iv) Alarm Systems
  - (v) Individual Garage Door Motors
  - (vi) Hot Water Heaters servicing only one lot

#### **6 Installation of Rotary Roof Ventilators**

##### **Registration Date: 16/02/2011**

Each owner for the time being of each lot in the strata scheme is conferred with the right to install up to two rotary roof ventilator devices and all associated equipment (herein after referred to as "the devices") on the roof of strata scheme immediately above their lot subject to the following terms and conditions:



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- (a) the owners of any lot proposing to undertake the installation of the devices must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
- (b) the devices shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;
- (c) the diameter of the ventilators must be 420mm, unless otherwise approved by the executive committee in writing;
- (d) one ventilator shall be permitted to be installed on either side of the apex (ridge) of the roof of the lot to which it is to service, centred horizontally and vertically in the middle of the roof, unless otherwise authorised in writing by the executive committee;
- (e) the installation must be effected in a workmanlike manner by licensed and insured tradespersons;
- (f) all paint, stain and trim finishes applied to the devices must match the colour of the roof of the lot upon which the devices are to be installed;
- (g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the ventilators must be forthwith made good by the owners of the lot from which the damage results at no cost to the owners corporation;
- (h) the ventilators must be maintained in good working order and condition by the owner of the lot which they service without claim on the owners corporation in respect of such maintenance;
- (2) In the event that an owner or occupier of a lot to which the ventilators are installed, after notice, fails to comply with any of the conditions (a) to (h) hereof then the owners corporation may terminate the right of the owner or occupier to install the ventilators.
- (3) If an owner or occupier of a lot fails to comply with any term or condition of this by-law, then the Owners Corporation may;
  - i) carry out all work necessary to perform the obligation or remedy the breach;
  - ii) enter upon any part of the parcel to carry out that work; and
  - iii) recover the costs of carrying out that work as a debt from the owner of the lot by way of a levy charged to the lot.

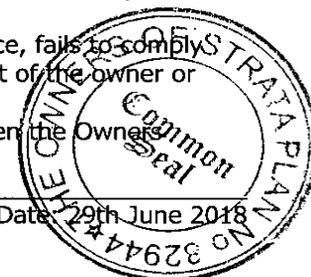
#### 7 Installation of Solar Panels

##### Registration Date: 16/02/2011

Each owner for the time being of each lot in the strata scheme is conferred with the right to install solar panels and all associated equipment (herein after referred to as 'the devices') to the roof of the strata scheme immediately above their lot to be connected to the electric hot water system servicing the owners lot subject to the following terms and conditions:

- (a) the owners of any lot proposing to undertake the installation of the devices must submit comprehensive plans and diagrams of the proposed location of the solar panels to the secretary or strata managing agent of the strata scheme before the devices are to be installed for approval by the executive committee;
- (b) the owners of any lot proposing to undertake the installation of the devices must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
- (c) the devices shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;
- (d) the installation must be effected in a workmanlike manner by licensed and insured tradespersons;
- (e) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the devices must be forthwith made good by the owners of the lot from which the damage results at no cost to the owners corporation;
- (f) the devices must be maintained in good working order and condition by the owner of the lot which they service without claim on the owners corporation in respect of such maintenance;
- (2) In the event that an owner or occupier of a lot to which the devices are installed, after notice, fails to comply with any of the conditions (a) to (f) hereof then the owners corporation may terminate the right of the owner or occupier to install the devices.
- (3) If an owner or occupier of a lot fails to comply with any term or condition of this by-law, then the Owners Corporation may;

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- i) carry out all work necessary to perform the obligation or remedy the breach;
- ii) enter upon any part of the parcel to carry out that work; and
- iii) recover the costs of carrying out that work as a debt from the owner of the lot by way of a levy charged to the lot.

#### **8 Installation of Rainwater Tanks**

**Registration Date: 16/02/2011**

Each owner for the time being of each lot in the strata scheme is conferred with the right to undertake the installation of a rainwater tank (herein after defined as including the tank and all associated apparatus) within the courtyard of their lot and to connect the tank and associated equipment to the common guttering and plumbing at scheme under the following terms and conditions;

- (a) the rainwater tank itself must be installed within the courtyard of the owners lot below the fence line and must not be readily visible from the street front, common property or any other public areas bounding the strata scheme;
  - (b) the owners of any lot proposing to undertake the installation of a rainwater tank must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
  - (c) the rainwater tank shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;
  - (d) all paint, stain and trim finishes applied to the downpipes connecting the rainwater tank to the common property guttering must match the colour of the guttering of the lot to which the tank is to be installed;
  - (e) the installation must be effected in a workmanlike manner by licensed and insured tradespersons;
  - (f) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the rainwater tank must be forthwith made good by the owners of the lot from which the damage results at no cost to the owners corporation;
  - (g) the rainwater tank must be maintained in good working order and condition by the owner of the lot which the tank services without claim on the owners corporation in respect of such maintenance;
- (2) In the event that an owner or occupier of a lot to which a rainwater tank is installed, after notice, fails to comply with any of the conditions (a) to (g) hereof then the owners corporation may terminate the right of the owner or occupier to install the rainwater tank.
- (3) If an owner or occupier of a lot fails to comply with any term or condition of this by-law, then the Owners Corporation may;
- i) Carry out all work necessary to perform the obligation or remedy the breach;
  - ii) enter upon any part of the parcel to carry out that work; and
  - iii) recover the costs of carrying out that work as a debt from the owner of the lot by way of a levy charged to the lot.

#### **9 Service of Documents by Owners Corporation**

**Registration Date: 16/02/2011**

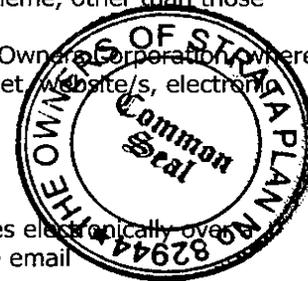
##### **PART 1 - Preamble**

- (i) The intention of this By-law is to provide the Owners Corporation with alternative means of serving notices, minutes, levies and other general correspondence on the owners within the strata scheme, other than those already specified in the Strata Schemes Management Act 1996 (NSW).
- (ii) The method of delivery of notices referred to in this By-law may be issued by the Owners Corporation, where appropriate by electronic means including email, facsimile transmission, via the internet, website/s, electronic noticeboards or mobile telephone short message service (SMS).

##### **PART 2 - Definitions & Interpretation**

2.1 In this by-law, unless the context otherwise requires or permits:

- (a) Act means the Strata Schemes Management Act 1996 (NSW) or any amendment
- (b) Email means the commonly recognised system for sending and receiving messages electronically over a computer network, as between personal computers, including any attachments to the email



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- (c) Facsimile means any electronic communication device that transmits information in a form from which written material is capable of being reproduced
- (d) Lot means any lot in the strata plan
- (e) Notices means any correspondence issued by the Owners Corporation, including but not limited to notices and minutes of general meetings or executive committee meetings, levy contribution notices and levy contribution arrears notices, notices issued pursuant to section 45 of the Act (Notice to Comply) and all general correspondence
- (f) Non-Statutory Notice means any notice that the Owners Corporation is not obliged to issue under the Act, such as levy contribution reminder letters and levy contribution arrears notices, By-law warning letters, or general correspondence
- (g) Owner means the owner of the Lot
- (h) Owners Corporation means the owners corporation created by the registration of strata plan 82944
- (i) SMS means Short Message Service, the common text messaging service available on mobile phones and other handheld devices

2.2 In this by-law, unless the context otherwise requires:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act; and
- (d) references to legislation includes references to amending and replacing legislation.

#### PART 3 - Powers, Duties and Obligations of the Owners Corporation

3.1 Pursuant to section 236(4)(e) of the Act, the Owners Corporation, in addition to the functions conferred upon it by or under the Act and the other By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to serve notices on the owners of the lots within the scheme by any of the following methods;

- (a) The address for services of notices specified in the section 118 provided by the lot owner to the Owners Corporation, or;
- (b) Where a lot owner has provided the secretary, strata managing agent or Owners Corporation with an Email address, via the Email address supplied, or;
- (c) Where a lot owner has provided the secretary, strata managing agent or Owners Corporation with a Facsimile number, via the Facsimile number provided, or;
- (d) In addition to subclauses 3.1(a) to (c), for levy contribution payment notice, levy contribution arrears notices and general reminder notices, where an owner has provided the secretary, strata managing agent or Owners Corporation with a mobile telephone number, the Owners Corporation may issue reminder and payment details via an SMS message via the mobile number supplied.

3.2 Where a notice is issued to the owner of a lot by Email or Facsimile transmission, the secretary, strata managing agent or Owners Corporation must ensure a confirmation receipt is received verifying delivery of the notice to the email address or facsimile number.

3.3 In the event the secretary, strata managing agent or Owners Corporation receives a delivery error message when attempting to issue a notice via Email or Facsimile to a lot owner, they must immediately cause the notice to be issued by post to the address specified for the lot notified under section 118 of the Act.

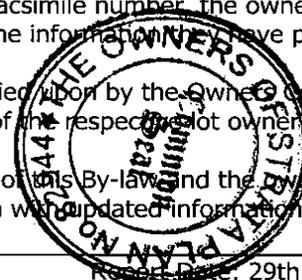
3.4 In the event an error message is received pursuant to clause 3.3 of this By-law, the secretary, strata managing agent or Owners Corporation must ensure that sufficient period of notice is provided, as required by the Act for the delivery of the notice/s by post.

#### PART 4 - Responsibilities and Obligations of Owners

4.1 Where an owner has supplied the Owners Corporation with an address or addresses for the delivery of service of notices, whether it be a postal address, email address, mobile telephone or facsimile number, the owner must within 14 days notify and supply the Owners Corporation with any changes to the information they have previously supplied;

4.2 Any information provided by a lot owner pursuant to this by-law shall be relied upon by the Owners Corporation and any errors or omissions in the information provided is at the responsibility of the respective lot owner providing the information.

4.3 Where the Owners Corporation has complied with the terms and conditions of this By-law and the owner of a lot fails to receive any notices due to a failure to supply the Owners Corporation with updated information pursuant



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to clause 4.1, then the Owners Corporation cannot be held liable for the failure to receive the notice.

4.4 In the event an owner of a lot receives a notice from the Owners Corporation via email or facsimile and is unable to open or read the attachments contained within the notice they must immediately contact the person or entity that supplied the notice so an alternative notice may be issued.

#### **10 Absolution of Maintenance - Lot Fixtures and Fittings**

**Registration Date: 27/03/2013**

##### **PART 1 - Introduction and Intent**

(a) This By-law has been drafted from the NSW Land and Property Information memorandum AG600000 dated November 2011 which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.

(b) The intent of the By-law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme.

The intent being that any fixture or fitting contained within the lot, whether specified in this By-law or not, or any appliance that only services one lot, whether specified in this By-law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the Owners Corporation absolving its maintenance responsibilities for same pursuant to section 62(3) of the Act.

(c) Any item specified in this By-law that is afforded cover for damage due to an insurable event by the Owners Corporations insurance policy shall still be protected by that insurance.

(d) At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building.

Waterproofing shall also remain the Owners Corporations responsibility, except where a lot owner has undertaken a renovation within their lot that affects a waterproofed area.

(e) This By-law does not confer any rights upon a lot owner to install any item listed in this By-law as a fixture or fitting of a lot.

##### **PART 2 - Definitions**

2.1 In this by-law, unless the context otherwise requires or permits:

(a) Act means the Strata Schemes Management Act 1996 (NSW) or any amendment

(b) Lot means any lot in the strata plan

(c) Owner means the owner of the Lot

(d) Owners Corporation means the owners corporation created by the registration of strata plan 82944

(e) Internal Area means any area within the envelope of a lot as defined by the Strata Plan

(f) Internal Pipe Work and Wiring means any pipe work or wiring that only services one lot, whether located on a common property or internal wall.

2.2 In this by-law, unless the context otherwise requires:

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the Act; and

(d) references to legislation includes references to amending and replacing legislation.

##### **PART 3 - Terms and Conditions**

In accordance with section 62(3) of the Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owners lot within the Strata Scheme;

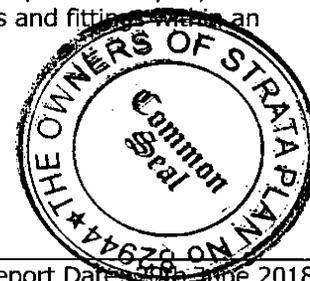
###### **3.1 Internal Areas**

All decorative finishes within a lot, including but not limited to;

(a) All Cornices

(b) All Skirting Boards

(c) All Architraves and Internal Door Jams



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- (d) Wall tiles wherever located, including kitchen, bathroom and laundries
- (e) Floor Tiles wherever located, including kitchen, bathroom and laundries
- (f) False Ceilings
- (g) Mezzanines, Stairs and Handrails
- (h) All paintwork and wall paper
- (i) The cleaning of mould throughout the lot where the causative factors are purely environmental

#### **3.2 Bathroom, Ensuites and Laundry Areas**

All Bathroom, Ensuite & Laundry fixtures and fittings, including but not limited to;

- (a) All taps and internal pipe work
- (b) Shower screens
- (c) Bathtub, including internal floor waste and drainage pipes
- (d) Sinks and hand basins including internal drainage pipes,
- (e) Cabinets and mirrors
- (f) Toilet pan, including cistern and internal waste pipes
- (g) All lights, light fittings and exhaust fans that only service the lot, wherever located

#### **3.3 Kitchen Areas**

All Kitchen fixtures and fittings, including but not limited to;

- (a) All taps and internal pipe work
- (b) All internal waste and drainage pipes, including connection to the common stack
- (c) Bench tops
- (d) Sinks and insinkerators
- (e) Ovens, Stoves and Cook Tops
- (f) All lights, light fittings, exhaust fans and rangehood's that only service the lot, wherever located, including ducting and external ventilation points

#### **3.4 Floor Coverings**

- (a) All carpet within the lot
- (b) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles
- (c) All Floor boards, whether floating or fixed
- (d) All parquetry, linoleum, vinyl and cork tiles wherever located

#### **3.5 Balcony/Courtyard Areas**

- (a) All tiles, pavers and decking
- (b) All stairs and handrails within the balcony or courtyard area
- (c) All awnings, pergolas, privacy screens or louvers, whether originally or installed by the lot owner subsequent to the registration of the Strata Plan
- (d) All plants and grassed areas within the balcony or courtyard
- (e) The pruning, trimming or removal of a tree or trees, including damage caused by roots
- (f) Fences that divide two lots
- (g) All lights, switches, light fittings and wiring within the balcony or courtyard of the lot

#### **3.6 Electrical Fittings & Appliances**

- (a) All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling
- (b) All electrical sockets and wall plates
- (c) Electrical main and sub-main that services only one lot including fuses wherever located
- (d) Smoke Detectors that only service one lot
- (e) Alarm Systems that only service one lot
- (f) Individual Garage Door Motors
- (g) Telephone, Television, cable television and internet wall plates and cabling that only services one lot, wherever



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located

- (h) Split system and ducted Air-conditioning systems, including condenser units and all associated equipment wherever located that only service one lot;
- (i) Ceiling Fans
- (j) Electrical or Gas Hot Water Heaters and all associated equipment that only service one lot, wherever located.
- (k) Any general appliance, such as a dishwasher, microwave oven, clothes dryer or other that is designed to only service a single lot.

#### 3.7 Front Door, Balcony Doors, Windows and Garage Area

- (a) All flyscreens and security screens/doors fitted to the windows, doors and balcony doors of the lot, whether installed originally or subsequently by the lot owner;
- (b) Automatic door closers
- (c) Any locking device or door furniture installed on the front and back doors, balcony doors or windows of the lot, whether installed originally or subsequently by the lot owner;
- (d) Supplying or replacing swipe tags, fobs, security passes, restricted keys or remote control units that operate common entry doors and garage doors at the scheme

## **11 Receipt of Electronic Pages**

**Registration Date: 06/03/2014**

### PART 1.1 - PREAMBLE

1.1.1 This by-law is made under the provisions of Division 3 of Part 5 of Chapter 2 of the Strata Schemes Management Act 1996.

1.1.2 The intended effect and purpose of this by-law is to permit the Owners Corporation, for the purpose of control, management, administration, use or enjoyment of the lots and common property for the Strata Scheme, to implement the terms and conditions set out in this by-law.

### PART 1.2 - GRANT OF RIGHT

1.2 In addition to the powers, authorities, duties and functions conferred or imposed upon the Owners Corporation by the Act and the by-laws applicable to the Strata Scheme, the Owners Corporation shall have the additional power, authority, duty and function to receive Electronic Communication from Owner as set out in Part 3.

### PART 1.3 - THIS BY-LAW TO PREVAIL

1.3 If there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

## PART 2 - DEFINITIONS & INTERPRETATION

2.1 In this by-law, unless the context otherwise requires or permits:

- (a) Act means the Strata Schemes Management Act 1996.
- (b) Agreement means a lease, licence, by-law or other agreement which confers a right of exclusive use of common property of the Strata Scheme to the Owner.
- (c) Electronic Communication means a document or instrument, including, but is not limited to, a form of proxy for the purpose of clause 11 of Schedule 2 to the Act, the content of which is in an electronic media format only.
- (d) Lot means any lot in strata plan no. 82944
- (e) Owner means the owner from time to time of the Lot.
- (f) Owners Corporation means the owners corporation constituted on the registration of strata plan no. 82944
- (g) Owners Mark means a unique user name and password provided to the owner by the Owners Corporation for the purposes of signing and authenticating a Proxy Form.
- (h) Strata Scheme means the strata scheme relating to Strata Plan no. 82944

### 2.2 Interpretation

2.2.1 In this by-law, unless the context otherwise requires:

- (a) the singular includes plural and vice versa;



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- (b) any gender includes the other genders;
  - (c) any terms in the by-law will have the same meaning as those defined in the Act; and
  - (d) references to legislation include references to amending and replacing legislation.
- 2.2.2 Despite anything contained in this by-law, if any provision or part of a provision in this by-law is held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law to the extent that it is void, or unenforceable but the remainder of this by-law shall remain in full force and effect.

#### PART 3 - CONDITIONS

3.1 An Owner may send Electronic Communication to the Owners Corporation if, before the communication is sent, he does the following:

- (a) provides the Owners Corporation with an email address;
- (b) warrants that the Owner has taken all necessary action to prevent unauthorised access to the email address; and
- (c) consents to the email address being relied upon by the Owners Corporation to uniquely identify the Owner in respect of the communication.

3.2 For the avoidance of doubt, an email address provided by an Owner pursuant to clause 3.1 of this by-law remains valid for the purpose of sending any and all Electronic Communication to the Owners Corporation until such time as the Owner revokes his warranty and consent under that clause.

3.3 If an Electronic Communication sent by the Owner to the Owners Corporation is intended to be a proxy pursuant to clause 11 of Schedule 2 to the Act, it may be accepted by the Owners Corporation if:

- (a) the communication is received in accordance with the notice period under the Act;
- (b) the communication is in the form prescribed by the Strata Schemes Management Regulation 2010; and
- (c) it contains the Owner's mark where a signature is required and, in conjunction with the email address provided pursuant to clause 3.1 of this by-law, allows the Owners Corporation to identify the Owner in respect of the proxy.

3.4 The Owner agrees that an email address provided pursuant to clause 3.1 of this by-law may be relied upon by the Owners Corporation as having complied with the requirement of an electronic communication signature under section 9 of the Electronic Transactions Act 2000 for any Electronic Communication originating from it.

## 12 Installation of Child Window Safety Devices

**Registration Date: 13/03/2015**

#### PART 1 - Preamble

The intention of this By-law is to provide the Owners Corporation with a means of charging, passing and/or indemnifying the Owners Corporation against any additional costs associated with the obligations imposed by section 64A of the Strata Schemes Management Act 1996 (Strata Schemes Management Amendment (Child Window Safety Devices) Bill 2013) on to the owner of a lot in circumstances including but not limited to the circumstances outlined in Part 3 (Rights & Obligations of Owners) below;

#### PART 2 - Definitions

(i) The following terms are defined to mean:

'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a statutory or lawful authority or any contractor or agent engaged by the Owners Corporation or lot owner.

'Lot' means any lot in the strata plan.

'Occupier' means the occupier of a Lot

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the owners corporation created by the registration of strata plan

'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.

'Owners Agents' means any real estate agent, property manager or any contractor engaged by a lot owner or the occupant of the lot or visitors to the lot.

'the Act' means the Strata Schemes Management Act 1996.

'Required Devices or Safety Devices' means a locking or other security device that must be installed pursuant to



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section 64A of the Act.

'works' means any repair, maintenance, replacement or refurbishment undertaken in relation to the required devices at the strata scheme.

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

#### **PART 3 - Rights and Obligations of Lot Owners**

(i) A lot owner shall be liable to compensate or indemnify the Owners Corporation against any costs that arise as a result of any additional work or administrative charges that are imposed upon the Owners Corporation as a result of the section 64A of the Act, including but not limited to the following;

(a) An owner or occupier refusing access for the Owners Corporations agents to install the required devices;

(b) An owner or occupier refusing access for the Owners Corporations agents to certify that the correct devices have been installed;

(c) Where an owner elects to engage the Owners Corporations agent to fit a locking or safety device other than the device/s chosen by the Owners Corporation or the executive committee;

(d) Where an owner, occupier or owners agent removes or damages a safety device that has already been installed by the Owners Corporation or loses the key to said locks in accordance with section 64A;

(e) Where the owner of a lot undertakes the installation of a compliant safety device, the Owners Corporation shall not be obligated to reimburse the owner of the lot for the costs of the said device;

(f) Any additional administrative charges incurred by the Owners Corporation associated with items (i)(a) to (e) above;

(ii) Any costs imposed upon a lot owner pursuant to PART 3 (i)(a) to (f) of this Bylaw shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.

(iii) In the event that a lot owner believes a charge imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(iv) In the event the Owners Corporation rejects a request made by a lot owner pursuant to PART 3 (iii) of this By-law, all charges imposed by this By-law shall stand.

#### **PART 4 - Rights, Powers and Obligations of the Owners Corporation**

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

(i) The Owners Corporation shall have the power to recover all costs outlined in PART 3 above from a lot owner as a debt by way of a levy charged to the lot;

(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;

(iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;

(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;

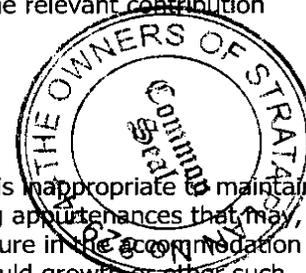
All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

### **13 Treatment of Mould**

#### **Registration Date: 18/04/2016**

1. Pursuant to section 62 (3) of the act the Owners corporation has determined that it is inappropriate to maintain, renew, replace or repair any part of the common property building structure or building appurtenances that may, by virtue of design, location or disposition, not be inimical to the accumulation of moisture in the accommodation areas of a lot in the strata scheme and where said moisture may be contributing to mould growth or other such malady's in any part of the lot, provided that:

a) There is no fundamental flaws in the construction of the building or appurtenances that are the cause of direct transmission of moisture from an external source into any part of a lot in the strata scheme;



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- b) no fundamental failure of the building structure or appurtenances has occurred that is contributing to the direct transmission of moisture from an external source into a lot envelope;
- c) the Owners Corporation has taken reasonable steps to ensure that the conditions referred to in subclauses a) and b) do not exist.
2. In the event that an owner of a lot in the strata scheme that has been effected by mould growth in their lot is able to mitigate the accumulation of moisture by the application of certain treatments or fitting of certain apparatus to the building structure or appurtenances, the Owners corporation may, at its absolute discretion, permit the application of such treatments or the fitting of apparatus provided that in all respects the principals of By-Law 5 (Damage to Common Property), subclauses 3,4, & 5 are complied with and that no claim is entered on the Owners Corporation in respect of the cost of any such applications or fitments.

### 14 Rectification of Settlement Cracks

#### Registration Date: 18/04/2016

1. Pursuant to Section 62 (3), the Owners Corporation will not be responsible to repair any damage or defect to the common property walls or ceilings within any lot space provided that;
- (a) Any damage or defect is limited to settlement or shrinkage cracks that do not effect the structural integrity of the building/s;
- (b) the damage has not been caused by impact or other insurable events;
- (c) the damage has no material effect upon the utility of a lot.
2. If a dispute arises with the owner of a lot in the strata scheme in respect of subclause 1(a), a structural engineer must make the decision as to whether the subject damage or defect is the result of settlement or shrinkage or is a structural or other defect.
3. If a structural engineer is appointed pursuant to clause 2, the professional costs shall be borne by the Owners Corporation if the damage or defect is determined to be a structural defect, or by the owner of the subject lot if the damage or defect is determined to be caused by settlement or shrinkage.

### 15 Payment of Insurance Excesses

#### Registration Date: 18/04/2016

##### A) Intention

The intention of this By-law is to determine whether a lot owner shall be responsible for the payment of any applicable insurance excess following the settlement of an insurance claim that affects only their lot property at the strata scheme. If passed by the Owners Corporation, the intention of the By-law is for the lot owner to assume liability for the expense.

##### B) Definitions

(i) The following terms are defined to mean:

'Common Property' means those elements of the building noted as common property on the registered strata plan for the scheme, with the exception of the items listed under 'Lot Property' below;

'Excess' means the amount deducted by the Owners Corporations insurance company following the settlement a claim applicable to this By-law;

'Lot' means any lot in the strata plan;

'Lot Property' means those parts and elements of the building contained within the owners lot, in accordance with the strata plan registered for the strata scheme that are covered by the Owners Corporations insurance policy, as well as timber floor boards contained within the lot, wall and floor tiles wherever located, cornices & skirtings and appliances that only service the lot, including but not limited to, stoves, cook tops, ovens, exhaust fans (wherever located), hot water heaters and air-conditioning apparatus;

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the owners corporation created by the registration of strata plan

'the Act' means the Strata Schemes Management Act 1996.

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



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##### C) Payment of Excesses

- (i) A lot owner shall be liable to pay any insurance excess that may be applicable to the settlement of an insurance claim that affects only their lot property at the strata scheme;
- (ii) In the event an insurance claim affects both lot property and common property under the same insurable event, the Owners Corporation shall be responsible to pay the excess;
- (iii) In the event the claim affects common property only, the Owners Corporation shall be responsible to pay the excess;

##### D) Owners Right of Appeal

- (i) In the event that a lot owner believes an excess levied upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.
- (ii) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause D)(i) above, all charges imposed by this By-law shall stand.

##### E) Rights, Powers and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

- (i) The Owners Corporation shall have the power to recover any insurance excess outlined in clause C)(i) above from a lot owner as a debt by way of a levy charged to the lot;
- (ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- (iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;
- (iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;

## 16 Compensation to Owners Corporation

**Registration Date: 18/04/2016**

##### A) Definitions

- (i) The following terms are defined to mean:

'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a local council, other statutory or lawful authorities or any contractor or agent engaged by the Owners Corporation or lot owner.

'Lot' means any lot in the strata plan.

'Occupier' means the occupier of a Lot

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the owners corporation created by the registration of strata plan

'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.

'Owners Agents' means any real estate agent, property manager or any contractor engaged by a lot owner or the occupant of the lot or visitors to the lot.

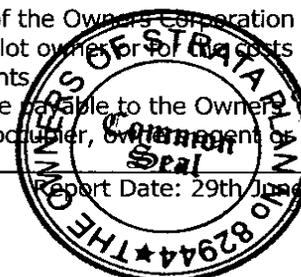
'the Act' means the Strata Schemes Management Act 1996.

'works' means any repair, maintenance, replacement or refurbishment undertaken at the strata scheme.

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

##### B) Rights and Obligation of Owners

- (i) A lot owner shall be liable to compensate the Owners Corporation for the costs of any works performed on lot property that is charged to the Owners Corporation by the Owners Corporations agents or the lot owners agents;
- (ii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation remedying a breach of a duty imposed by Chapter 4 of the Act.
- (iii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation successfully defending an adjudication, tribunal or other legal application made by a lot owner or the Owners Corporation debt recovery action initiated by the Owners Corporation or the Owners Corporations agents.
- (iv) Any costs imposed upon a lot owner in sub-clauses B)(i), (ii) & (iii) above shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the owner, occupier, or agent of the





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Owners Corporation's agent.

(v) In the event that a lot owner believes a charge imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(vi) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(v) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

(i) The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;

(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;

(iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;

(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;

(v) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

### 17 Smoke Penetration

**Registration Date: 09/05/2017**

(1) An owner or occupier and any invitee of an owner or occupier, must not smoke tobacco or any similar product on the common property.

(2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco by the owner or occupier, or invitee of the owner or occupier DOES NOT penetrate to the common property or any other lot.

(3) This By-law does not prevent an owner or occupier of a lot from utilising a BBQ, outdoor stove or similar product for the purpose of cooking on the balcony or courtyard of their lot.

### 18 Levying of Debt Collection Expenses

**Registration Date: 09/05/2017**

PART 1 - Preamble

(i) The intention of this By-law is to provide a mechanism for the Owners Corporation to add any expenses incurred associated with the pursuit of Levy Arrears and/or Debt Recovery Action for outstanding levies onto an owner by

adding the charges directly to the lot owners' notice of contributions or 'Levy Notice'.

(ii) The expenses shall include but will not be limited to expenses charged by the Strata Managing Agent, Debt Collection agents or Solicitors engaged by the Owners Corporation or the reasonable expenses of the strata committee that

are incurred during the debt recovery process.

(iii) These expenses will include any expenses or levies issued by the Owners Corporation prior to the commencement of this By-law.

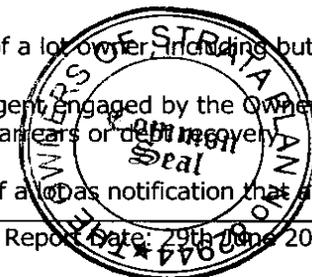
PART 2 - Definitions & Interpretation

2.1 In this by-law, unless the context otherwise requires or permits:

'Agent' means any person engaged by the Owners Corporation to pursue levy arrears of a lot owner, including but not limited to the Strata Managing Agent, Debt Collection Agents or Solicitors.

'Costs' includes any charge, fee or invoice imposed on the Owners Corporation by an agent engaged by the Owners Corporation or the reasonable expenses of the strata committee for the pursuit of levy arrears or debt recovery against a lot owner.

'Levy Payment Notice' means a notice issued by the Owners Corporation to an owner of a lot as notification that a



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payment for a standard levy, special levy or charge upon the lot is due and payable to the Owners Corporation.

'Lot' means any lot in the strata plan.

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the Owners Corporation created by the registration of strata plan for the scheme

'Owners Corporations Agents' means the Strata Managing Agent, Strata Committee or any contractor, legal counsel, debt recovery agent or other personnel engaged by the Owners Corporation for the pursuit of levy arrears.

'Reasonable expenses of the strata committee' means expenses that may be approved by the strata committee at a properly convened strata committee meeting from time to time.

'The Act' means the Strata Schemes Management Act 2015.

2.2 Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

2.3 In this by-law, unless the context otherwise requires:

(a) the singular includes plural and vice versa; (b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the Act; and

(d) references to legislation includes references to amending and replacing legislation.

**PART 3 - Powers, Duties and Obligations of the Owners Corporation**

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

(i) The Owners Corporation shall have the authority to add all costs associated with the recovery of levy arrears and/or Debt Recovery Action from a lot owner as a debt by way of a levy charged to the lot;

(ii) Any Debt Recovery expenses may be added to an owners' Levy Payment Notice that is issued by the Owners Corporation from time to time;

(iii) The Owners Corporation (O.C.) must serve upon the owner a written notice of the contribution payable; (iv)

The O.C. may charge interest upon any contribution payable under this By-Law pursuant to s85 of the Act;

(v) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;

(vi) All monies recovered by the O.C. shall form part of the fund to which the relevant contribution belongs.

**PART 4 - Owners Right of Appeal**

(i) In the event that a lot owner believes the expenses levied upon them pursuant to this By-law are unreasonable,

the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(ii) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause (i) above, all charges imposed by the Owners Corporation shall stand.

## **19 Pre-Meeting & Electronic Voting**

### **Registration Date: 29/06/2018**

#### **A) Intention**

The intention of this By-law is to provide authorisation to both the Owners Corporation and Strata Committee to utilise pre-meeting electronic voting and electronic voting as a means of collecting and counting votes for a matter to be determined by either the Owners Corporation or Strata Committee.

#### **B) Pre-Meeting Electronic Voting**

(i) The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.

(ii) The Strata Committee, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.

#### **C) Electronic Voting**

The Owners Corporation and Strata Committee shall be authorised to utilise electronic means of voting including



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but not limited to, teleconferencing, video-conferencing, email (including scanned ballot papers), websites, mobile applications and other electronic means for the purpose of collecting and counting votes on any matter for determination by the Owners Corporation or Strata Committee prior and during the conduct of a meeting.

### D) Compliance and Capability

Where the Owners Corporation or Strata Committee elects to use pre-meeting voting and/or electronic voting to assist with the conduct of a meeting, the secretary or Strata Managing Agent must ensure that;

- (i) All rules surrounding the conduct of a meeting wholly or partially by pre-meeting and electronic voting are followed as specified by the Strata Schemes Management Act 2015, Strata Schemes Management Regulation 2016 as well as the terms of this By-law, and
- (ii) The venue and electronic means used have the appropriate capabilities that will enable the meeting to be conducted using those mediums.

## 20 Minor Renovations By-Law

**Registration Date: 29/06/2018**

### 1. Intention

The intention of this By-law is;

- i. To delegate the function of approving Minor Works to the Strata Committee of the Owners Corporation in accordance to section 110(6)(b) of the Strata Schemes Management Act,
- ii. Define what Minor Works may be approved by the committee,
- iii. Provide owners with an application process to have their Minor Works approved,
- iv. Provide Terms and Conditions that will apply to all Minor Works that are approved by the strata committee.

### 2. Definitions

- i. The terms and references used in this By-law have the same meaning as the terms and references found in the Strata Schemes Management Act 2015 (the Act) and Strata Schemes Management Regulation 2016 (the Regulations).
- ii. Minor Renovations means any work to the common property in the building in connection with a lot for the following purposes;
  - a. Renovating a kitchen, bathroom or laundry within a lot (not including waterproofing works)
  - b. Renovating any other room within a lot (not including structural works)
  - c. Changing or installing recessed light fittings,
  - d. Installing or replacing wood or other hard floors,
  - e. Installing or replacing wiring or cabling or power or access points,
  - f. Work involving reconfiguring walls,
  - g. Installing or replacing pipes and duct work,
  - h. Installing a rainwater tank,
  - i. Installing a clothesline,
  - j. Installing a reverse cycle split system or ducted air-conditioning system,
  - k. Installing double or triple glazed windows,
  - l. Installing a heat pump or hot water service,
  - m. Installing ceiling, wall or floor insulation,
  - n. Installing an antenna, an aerial or satellite dish (less than 1.5M in diameter),
  - o. Installing a skylight, rotary roof ventilator device or exhaust fan in the roof space directly above the owners lot,
  - p. Installing solar panels and/or an electric battery for the purposes of providing electricity supply to the owners lot,
  - q. Any other installation or renovation deemed a 'Minor Renovation' by the strata committee that accords with section 110 of the Act.

### 3. Authority to approve Minor Renovations

- i. The Owners Corporation delegates to the Strata Committee under section 110(6)(b) of the Act, the authority to



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approve Minor Renovations as defined in this By-law to all lots within the strata scheme.

- ii. Upon receiving an application for Minor Works, the secretary or Strata Managing agent must convene a meeting of the Strata Committee within the timeframes and within provisions of the Act and Regulations.
- iii. The meeting may be convened and conducted by electronic means, if the Owners Corporation or Strata Committee has approved pre-meeting voting and electronic voting.
- iv. In the event there is no committee elected or the committee are unable to meet within the timeframes defined by the Act, the application must be determined by the Owners Corporation at a general meeting.
- v. The committee may, at its own discretion, decide that an application for Minor Renovations be determined by the Owners Corporation at a general meeting.
- vi. The Strata Committee may not unreasonably withhold approval for a Minor Renovation, however where the committee does withhold approval, the owner may refer their application for Minor Renovations to Owners Corporation for determination at a general meeting.
- vii. Where a general meeting is required pursuant to clause 3(vi) of this By-law, all costs associated with the production of that meeting will be borne by the owner of the lot to which the application applies, unless the application is to be determined at the next Annual General Meeting of the Owners Corporation or the strata committee agrees that the Owners Corporation will assume the expense.
- viii. Pursuant to section 110 of the Act, the Strata Committee cannot approve Minor Renovations of a structural nature or renovations that require waterproofing works.

### 4. Application Process

An application for a Minor Renovation must be made in writing and sent to the secretary or Strata Managing Agent and be accompanied with all necessary documentation that will readily allow the strata committee to determine the application, including but not limited to;

- i. The name of the applicant, contact details and lot number to which the Minor Renovations will apply,
- ii. A description of the Minor Renovations proposed,
- iii. All plans, specifications, drawings, expert reports or other information that will assist the committee in processing the application, including;
  - a. For works that involve the installation of timber or hard floors within a lot, details of the acoustics to be used to ensure adequate sound proofing;
  - b. For works that involve installing recessed lighting, a copy of the fire proofing proposed to be used,
- iv. Details of how any rubbish and debris will be disposed of during the construction process,
- v. The estimated duration of the work,
- vi. Other information that the committee may require in order to process the application.

### 5. Terms and Conditions that will apply to all approvals

The following terms and conditions will apply to all Minor Renovations approved by the Strata Committee pursuant to this By-law.

- i. The owners must inform the secretary or Strata Managing Agent not less than fourteen (14) days before the Minor Renovations are to commence;
- ii. Anything installed as a result of the Minor Renovation shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of the lot which they service, including successors in title;
- iii. the owners of any lot undertaking the Minor Renovations must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
- iv. the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
- v. any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Minor Renovations must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
- vi. the Minor Renovations must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
- vii. the owner shall inform the secretary or strata managing agent of the scheme not later than fourteen (14) days



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**By-Laws**

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before the Minor Renovations are to be replaced or renewed;

(2) In the event that an owner or occupier of a lot to which the Minor Renovations have been completed, after notice, fails to comply with any matters set out in conditions (i) to (vii) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.

(3) The Strata Committee or Owners Corporation may impose additional terms and conditions to the granting of approval for Minor Renovations, including but not limited to;

- i. The supply of a Dilapidation Report prior to the commencement of the works,
- ii. The supply of additional expert reports relevant to the proposed works,
- iii. Payment of a Bond before commencement of the works,
- iv. Conditions surrounding noise and proposed times of work,
- v. Provisions for cleaning and removal of debris,
- vi. Conditions surrounding access to common property for trades, equipment and vehicles.
- vii. Any other matter relevant to the application.



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## Approved Form 10

### Certificate re Initial Period

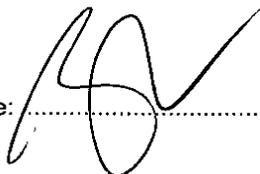
The owners corporation certifies that in respect of the strata scheme:

\*that the initial period has expired.

~~\*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

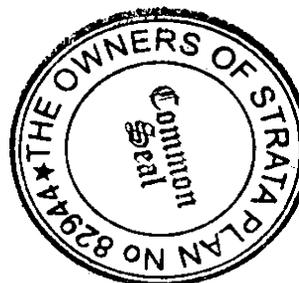
The seal of The Owners - Strata Plan 82944 was affixed 29 June 2018 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: .....



Name: **Brad Wood of Netstrata**

Authority: **Appointed Managing Agent**



**Lodger Details**

Lodger Code 506516Q  
Name ADVOCATUS LAWYERS & CONSULTANTS  
Address L 1, 165 PHILLIP ST  
SYDNEY 2000  
Lodger Box 1W  
Email DARREN.KANE@ADVOCATUSLAWYERS.COM.AU  
Reference SP82944-2282

Land Registry Document Identification

AT127306

STAMP DUTY:

**Consolidation/Change of By-laws**

**Jurisdiction** NEW SOUTH WALES

**Privacy Collection Statement**

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP82944	N	

**Owners Corporation**

THE OWNERS - STRATA PLAN NO. SP82944  
Other legal entity

**Meeting Date**

31/01/2023

**Added by-law No.**

**Details** SPECIAL BY LAW 28, 29

**Repealed by-law No.**

**Details** NOT APPLICABLE

**Amended by-law No.**

**Details** NOT APPLICABLE

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

**Attachment**

**See attached** Conditions and Provisions

**See attached** Approved forms

**Execution**

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

**Executed on behalf of** THE OWNERS - STRATA PLAN NO. SP82944

**Signer Name** DARREN CHARLES KANE

**Signer Organisation** DARREN CHARLES KANE

**Signer Role** PRACTITIONER CERTIFIER

**Execution Date** 25/05/2023



## By-Laws

Electronic signature of me, Anita Dalag,  
affixed by me, on 04/05/23 at 2:00 PM  
Property & Stock Agent Act 2002 Licence No  
867112

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**"Annexure A"**

**The Following are the Standard By-laws registered with the scheme. Strata Plan registration Date: 26/10/2009**

#### **1 Community Management Statement**

The Owner of a Lot, the Owners Corporation and the strata manager shall be bound by the Community Management Statement. The community Management statement shall prevail to the extent of any inconsistency between the Community Management Statement and the strata by-laws

#### **2 Noise**

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

#### **3 Behaviour of Owners**

An Owner 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 of another Lot or to any person lawfully using Common Property.

#### **4 Children on Common Property**

An Owner of a Lot must not permit any child of whom the Owner or any guest or invitee of an Owner is responsible to play or remain on Common Property unless accompanied by an adult exercising effective control over the child.

#### **5 Behaviour of invitees**

1. An Owner of a Lot must take all reasonable steps to ensure that guests and invitees of the Owner do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner of another lot or any person lawfully using Common Property.

2. An Owner of a Lot must not

- (a) make noise or install any device in or on the lot which makes noise, or behave in a way that might unreasonably interfere with the use and enjoyment of a Lot or Common Property by another Owner,
- (b) use language or behave in a way that might offend another Owner or their visitors,
- (c) do anything in Elysia that is illegal, or
- (d) do anything that might damage the good reputation of Elysia

3. If an Owner installs a device in the Owner's Lot which malfunctions, or functions in a way so as to unreasonably interfere with the use and enjoyment of a Lot or the Common Property by Owner, the Owner must disconnect that device and, if required by the Owners Corporation, remove the device.

4. Subject to the By-Laws, an Owner must not allow children in the Owner's care to:

- (a) play on Common Property, or
- (b) be in an area of Common Property that may be dangerous to children unless an adult exercising effective control is with them.

5. An owner of a lot must:

- (a) ensure that all visitors comply with the By-laws,
- (b) procure that the Owners visitors leave Elysia if they do not comply with the by-laws, and



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- (c) accompany the Owners visitors at all times except when they are entering and leaving Elysia
6. If the lot is leased or licensed, an owner must:
- (a) give to the tenant or licensee a copy of the by-laws
  - (b) ensure that the tenant or licensee and their visitors comply with the by-laws, and
  - (c) take all action available to the Owner, including action under the lease or licence agreement to procure that the tenant or licensee complies with the By-Laws or leaves Elysia.

#### **6 Parking of Vehicles on Common Property**

1. An Owner of a Lot must not park or stand any motor or other vehicle on Common Property or permit a guest or invitee to park or stand any motor or other vehicle on Common Property other than in the allocated parking bays.
2. An Owner of a Lot may park or stand a vehicle on Common Property with the prior consent of the Owners Corporation.

#### **7 Obstruction of Common Property**

An Owner of a Lot must not obstruct lawful use of Common Property by any person.

#### **8 Damage to Walls of the Common Property**

1. An Owner 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 prior written approval of the Owners Corporation.
2. An approval given by the Owners Corporation under sub-clause (1) cannot authorise any additions to the Common Property.
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,
  - (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 Owners Lot,
4. Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, consistent with any guidelines established by the Owners Corporation about such installations or, in the absence of guidelines, in keeping with the appearance of the rest of the building.
5. Despite Section 62 of the 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 sub-clause (3) that forms part of the Common Property and that services the 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 sub-clause (3) that forms part of the Common Property and that services the Lot.

#### **9 Damage to Gardens and External Areas of Common Property**

1. Where appropriate, an Owner and any guest or invitee of an Owner of a Lot must obey all signs and directions relating to the use of walkways and gardens in the Common Property.
2. An Owner of a Lot must:



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- (a) use Common Property equipment only for its intended purpose,
- (b) immediately notify the Owners Corporation of any damage to or a defect in Common Property, and
- (c) compensate the Owners Corporation for any damage to Common Property caused by the Owner, the Owner's visitors or persons doing work or carrying out building works to the Owner's Lot

#### **10 Controlling Traffic on Common Property**

- 1. In addition to its powers under the Act, the Owners Corporation has the power to:
  - (a) impose a speed limit for traffic in Common Property,
  - (b) impose reasonable restrictions on the use of Common Property driveways and parking areas,
  - (c) install speed humps and other traffic control devices in Common Property, and
  - (d) install signs about parking and to control traffic in Common Property.

#### **11 Scooters, Skateboards and Rollerblades**

The Owner of a Lot must not without the prior written approval of the Owners Corporation:

- (a) ride a scooter, skateboard or rollerblades on Common Property, or
- (b) permit a guest or invitee to ride a scooter, skateboard or rollerblades on Common Property.

#### **12 Depositing Rubbish and Other Material on Common Property**

An Owner 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 of another Lot or of any person lawfully using the Common Property.

#### **13 Garbage Disposal**

- 1. An Owner of a Lot:
  - (a) must take its refuse to such part or parts of the common property as are designated by the Owners Corporation from time to time;
  - (b) must not deposit or leave refuse:
    - (i) on Common Property (other than as permitted under sub-clause(a)),
    - (ii) in an area of its Lot which is visible from the outside of that Lot, or
    - (iii) in the carspace of its Lot,
  - (c) must immediately remove and clean any refuse which is spilled onto Common Property;
  - (d) shall ensure that before refuse is placed in an appropriate receptacle, that it is securely wrapped or in the case of tins or other containers, completely drained; and
  - (e) must place recyclable materials in the dedicated receptacles for those materials provided by the Owners Corporation
- 2. An Owner of a Lot must contact the Owners Corporation to remove (at the cost of the Owner) large articles of garbage, recyclable materials, liquids or other articles that Penrith City Council will not remove as part of its usual household garbage collection service.

#### **14 Cleaning Windows and Doors**

- 1. An Owner of a Lot must keep clean all glass in windows and all doors on the boundary of the Lot including so



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much as is Common Property.

2. An Owner of a Lot does not have to clean glass in windows or doors that cannot be safely accessed.
3. The Owners Corporation may resolve to clean the glass in some or all of the windows and doors in Elysia. If the Owners Corporation resolves to clean glass in a Lot, the Owner of that Lot is excused from the Owner's obligations under this By-Law to clean that glass.

#### **15 Storage of Inflammable Liquids and Other Substances and Materials**

1. An Owner of a Lot must not, except with the prior written approval 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.
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 other material in a fuel tank of a motor vehicle or internal combustion engine.

#### **16 Keeping of Animals**

Standard By-Law 16 was repealed by the Owners Corporation on 10/02/2022

#### **17 Appearance of a Lot**

1. The Owner of a Lot must not, without the prior written approval of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the aesthetics of the Strata Scheme or Elysia.
2. An Owner 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 other than on any lines provided by the Owners Corporation for the purpose and there only for a reasonable period.

#### **18 Balconies and Terraces**

1. An Owner of a lot may keep landscaping (for example, planter boxes and pot plants) and outdoor furniture on the balcony or terrace of the Lot only if it:
  - (a) is of a type approved by the Owners Corporation,
  - (b) will not cause damage to the Lot, Common Property or another Lot. and
  - (c) is not dangerous.
2. The Owners Corporation may require that the Owner of a Lot temporarily remove or store items from the balcony or terrace to enable the Owners Corporation to inspect, repair or replace Common Property.

#### **19 Storage of Goods in Car Parking Areas**

1. Subject to this By-Law, an Owner of a Lot may only use the car parking space allocated to that Lot for parking vehicles.
2. If the car parking space is fully enclosed, an Owner of a Lot may store personal or household items at the back of the car parking space allocated to the Lot only if:
  - (a) the item is appropriately boxed, wrapped or otherwise encased, and
  - (b) the boxed or wrapped item is stacked neatly.



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#### **20 Preservation of Fire Safety**

The Owner of a Lot must not do any thing or permit any guests or invitees of the Owner to do any thing on the Lot or Common Property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the Lots or Common Property.

#### **21 Change of Use of a Lot**

1. An Owner of a Lot must not, without the prior written consent of the Owners Corporation, change the existing use of the Lot in a way that may effect the insurance premiums for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried on the Lot, or results in the Lot being used for commercial or industrial purposes rather than residential purposes).
2. If the Owners Corporation grants consent to the Owner under this By Law, the Owners Corporation may, in its absolute discretion, impose conditions as to the use, and may require that the Owner reimburse the Owners Corporation for any increase in insurance premium caused by the change of use.

#### **22 Security System**

1. The Owners Corporation may operate a security system under which:
  - (a) parts of the Common Property are secured against entry by unauthorised persons, and
  - (b) locks and other security devices or procedures are used to implement the security system.
2. The Owners Corporation is not liable for any loss or damage suffered to persons or property because:
  - (a) the security system fails or there is unauthorised entry to any part of the Common Property, or
  - (b) the security system is not operating

#### **23 Restricting Access**

1. In addition to its powers under the Act, the Owners Corporation has the power to install and operate in the Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of the Strata Scheme.
2. In addition to its powers under the Act, the Owners Corporation has the power to:
  - (a) close off or restrict by security keys access to parts of Common Property that do not give access to a Lot,
  - (b) restrict access of Owners to areas of the Strata Scheme where they do not own or occupy a Lot or where they have no rights to use Common Property under an exclusive use By-Law, and
  - (c) allow security personnel to use part of Common Property to operate or monitor security. Where such part of the Common Property is used or set aside for security personnel, the Owners Corporation may exclude Owners from using these parts of Common Property.
3. An Owner of a Lot must not:
  - (a) interfere with security cameras or surveillance equipment, or
  - (b) do anything that might prejudice the security or safety of Owners of the Strata Scheme.
4. An Owner of a Lot must take reasonable care to ensure that fire and security doors are locked or closed when they are not being used.

#### **24 Security Keys**

1. Subject to this By-Law, the Owners Corporation shall not give Owners a security key if access to Common



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Property is restricted under By Law 23.

#### **25 Moving Furniture and other objects through common property**

An owner of a lot must comply with the reasonable requirements of the Owners Corporation about the method and/or time period in which the owner may move furniture or other large objects through or on common property including requirements to fit an apron cover to the lift while moving the furniture or large object

#### **26 Floor Coverings**

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 of another Lot.
2. An Owner of a Lot must have consent from the Owners Corporation to remove or interfere with floor coverings or treatments in the Lot which assist to prevent the transmission of noise that might unreasonably disturb another Owner.

#### **27 Provision of Amenities or Services**

1. The Owners Corporation may, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners of one or more of the Lots:
  - . electricity, water or gas supply, and
  - . telecommunication services (including cable television and pay per-view television (Pay TV)).
2. If the Owners Corporation makes a resolution referred to in sub-clause (1) to provide an amenity or service to a Lot or to the Owner of a Lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.
3. The Owners Corporation may appoint a person or entity to install, replace and/or operate any of the services referred to in sub-clause (1) in the Strata Scheme and to install, lay, use, repair, maintain and replace cabling and other equipment necessary for the operation of such a facility throughout the Strata Scheme.
4. Other than allowed under this by law or expressly approved in writing by the Owners Corporation, an Owner of a Lot may not install any TV antenna or satellite dish either on the Lot or on Common Property.

#### **28 Power to Make Rules**

1. The Owners Corporation may make, amend or vary rules regarding the security, control, management, operation, use and enjoyment of a Lot or the Common Property including (but not limited to) rules regulating the use and operation of the Shared Facilities.
2. An Owner of a Lot must comply with the Rules. If there is an inconsistency between a rule and a By-Law or a requirement of a governmental agency or statutory authority, the By-Law or the requirements of the governmental agency or statutory authority will prevail to the extent of the inconsistency.

#### **29 Consents by the Owners Corporation**

1. Unless a By-Law states otherwise, consents under the By-Laws may be given by:
  - (a) the Owners Corporation at a general meeting, or



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- (b) the Executive Committee at a meeting of the Executive Committee.
2. If a consent is given under these By-Laws, the Owners Corporation or the Executive Committee may impose conditions on that consent. An Owner must comply with these conditions.
3. The Owners Corporation or the Executive Committee may revoke their consent if an Owner does not comply with:
- (a) conditions imposed on the consent, or
- (b) the By-Law under which consent was granted.
4. The Owners Corporation may do anything on a Lot that should have done under the Act or the By-Laws by an Owner but which has not been done or, in the opinion of the Owners Corporation, was not done properly.
5. The Owners Corporation must give an Owner a written notice specifying when it will enter the Lot to do the work. The Owner must:
- (a) give the Owners Corporation (or persons authorised by it) access to the Lot according to the notice and at the Owner's own cost, and
- (b) pay the Owners Corporation for its costs for doing the work.
6. The Owners Corporation may recover any money owed to the Owners Corporation by the Owner under the By-Laws as a debt.
7. The powers of the Owners Corporation under this By-Law are in addition to those that it has under the Act.
8. An Owner must make any applications and complaints to the Owners Corporation in writing and address them to the Strata Manager.

### **30 Provision of Shared Facilities**

1. Each owner and occupier of a lot in the Strata Scheme right to use the Shared Facilities.
2. The Community Association has entered into or proposes Cost Sharing Agreement with the Owners Corporation.
3. The Owners Corporation must enter into a Cost Sharing Agreement with the Community Association to regulate amongst other things the following:
- (a) use, and
- (b) monetary contribution by the Owners Corporation towards the operation, management, maintenance and upkeep of the Shared Facilities.

### **31 BRAACE Retaining Wall**

1. The BRAACE Retaining Wall system is defined in the BRAACE Retaining Wall Plan attached to these By-Laws within, Elysia, Glenmore Parkway, corner Camellia Avenue Glenmore Park.
2. All BRAACE Retaining Walls located on a Lot are Common Property.

## **The Following are the Special By-laws registered with the scheme.**

### **1 Access for Inspection of Fire Services**

#### **Registration Date: 01/03/2010**

#### **A) Definitions**

- (a) The following terms are defined to mean:

'Agents' means the Strata Managing Agent, Executive Committee or any Fire Safety Company or personnel engaged by the Owners Corporation.

'Fire Safety Equipment' means any Fire Safety Measure listed in clause 166 of the Environmental, Planning and Assessment Regulations 2000 (NSW) or any Fire Safety measure listed on the Fire Safety Certificate applicable to the strata scheme.



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'Fines or Re-Inspection Fees' includes any fine or charge imposed on the Owners Corporation by the local council or other statutory or lawful authority or charges imposed by agent engaged by the Owners Corporation.

'Reasonable Access' means between the hours of 7.00am and 7.00pm Monday to Friday, excluding public holidays.

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

#### **B) Duties of Owners**

That in relation to the Owners Corporations responsibility to obtain an Annual Fire Safety Statement pursuant to the Environmental, Planning and Assessment Act 1979 and pursuant to section 65(1) of the Strata Schemes Management Act 1996 and clause the owner of a lot shall be responsible for ensuring;

(a) That where necessary the Owners Corporation or their agents have unfettered access to the owners lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;

(b) The occupant of the lot does not obstruct access to the Owners Corporation or their agents for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;

#### **C) Duties of the Owners Corporation**

That before carry out any of the inspection or works described in sub-clause B) 'Duties of Owners', the Owners Corporation or their agents must provide the occupant of the lot a minimum of 7 days notice that access to the lot is required.

#### **D) Indemnity**

i) An owner of a lot must indemnify the Owners Corporation against any loss or damage the owners corporation suffers as a result of fines or re-inspection fees incurred by the Owners Corporation due to access to the lot being unable to be gained by the Owners Corporations agents to conduct the necessary Fire Safety Inspections including liability under section 65(6) in respect of any property of the owner;

ii) An owner of a lot must indemnify the Owners Corporation against any loss or damage the owners corporation suffers as a result of the restoration of any faulty fire safety equipment necessary to be undertaken in order for the Annual Fire Safety Statement to issued.

#### **E) Right to Remedy Default**

If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may;

i) Carry out all work necessary to perform the obligation;

ii) Enter upon any part of the parcel to carry out that work; and

iii) Recover the costs of carrying out that work as a debt from the owner of the lot in the form of a levy being annexed as a charge upon the lot.

## **2 Installation of Air Conditioners**

### **Registration Date: 01/03/2010**

Each owner for the time being of each lot in the strata scheme is conferred with the right to install an air-conditioning system (hereinafter defined as including a self-contained or split-system air conditioning unit, compressor, filter, ducting, electrical wiring and all associated equipment wherever located) (hereinafter referred to as the "air-conditioner") to service the owners lot within the strata scheme subject to the following terms and conditions:

(a) The owners of any lot proposing to undertake the installation of an air-conditioner must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the air-conditioner is to be installed;

(b) the air-conditioner shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;

(c) the air-conditioner must be installed in a location and in such a way that it is not readily visible from the street front or any other public areas bounding the strata scheme;

(d) the owners of any lot undertaking the installation of an air-conditioner must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;

(e) the installation of the air-conditioner must be effected in a workmanlike manner by licensed and insured tradespersons;



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- (f) the air-conditioner must not create any noise likely to interfere with the peaceful enjoyment of any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
  - (g) the air-conditioner must not expel any effluent or exhaust any air in such a way as to cause discomfort or inconvenience to an owner or occupier of a lot in the strata scheme or any person lawfully using the common property or to cause damage to the common property, including any plants, garden or lawn;
  - (h) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the air-conditioner must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
  - (i) the air-conditioner must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
  - (j) the air-conditioner and all filters must be regularly cleaned by the owner;
  - (k) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the air-conditioner is to be replaced or renewed;
- (2) In the event that an owner or occupier of a lot to which the air-conditioner is installed, after notice, fails to comply with any matters set out in conditions (a) to (k) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the air-conditioner.

### **3 Installation of Security Screens**

#### **Registration Date: 01/03/2010**

1. Notwithstanding By-law 5(3)(b), the owners of any lot proposing to undertake the installation of security screens to the windows and doors of their lot must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme for approval by the Executive Committee.
2. The style, design and finish of any proposed security screens shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design of the first of any one type of screen to be notified to the secretary or the strata managing agent will, if approved by the Executive Committee, set the precedent for any other similar installations of security screens that may be proposed elsewhere in the strata scheme;
3. In the event an owner of a lot fails to accede to sub clauses 1 & 2 of this By-Law, then the Owners Corporation may request the removal of the installed security screens.

### **4 Modifications and Additions**

#### **Registration Date: 01/03/2010**

Each owner for the time being of each lot in the strata scheme is conferred with the right to install weather protection devices (hereinafter defined as including blinds, awnings, pergolas, shutters, screens, canopies and shades to provide shade and protection from sun and weather to the windows, doors and open spaces of a lot and all associated equipment wherever located) (hereinafter referred to as the 'devices') to service the owners lot within the strata scheme subject to the following terms and conditions:

- (a) The owners of any lot proposing to undertake the installation of any devices must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the devices are to be installed;
- (b) the devices shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which they service;
- (c) the style, design and finish of any proposed devices shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design of the first of any one type of device to be notified to the secretary or the strata managing agent will, if it complies with subclause (1) (a) to (j) hereof, set the precedent for any other similar installations of devices that may be proposed elsewhere in the strata scheme;
- (d) the owners of any lot undertaking the installation of any devices must obtain all necessary permits, licenses or



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consents required by local authority or other statutory or lawful authority for such installation;

(e) the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;

(f) the devices must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;

(g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, any devices must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;

(h) the devices must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;

(i) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before any devices are to be replaced or renewed;

(j) all paint, stain and trim finishes applied to the devices shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation.

(2) In the event that an owner or occupier of a lot to which any devices are installed, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.

(3) In the event that an owner of a lot proposes the installation of any devices that, in their absolute discretion, the secretary or the strata managing agent believes is not consistent with the architectural theme established throughout the remainder of the strata scheme buildings. The proposal must be decided by vote at a general meeting.

#### **5 Absolution of Appliance Maintenance**

**Registration Date: 01/03/2010**

1. Pursuant to section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation has deemed that it is inappropriate to repair, maintain, replace or renew any appliance that is designed only to service a single lot within the strata scheme, regardless of whether any portion of the appliance, (including motor, compressor, cabling, pipe, mounting, ducting or other pertinent fixture of the appliance) is located on or within common property or lot property.

2. The type of appliances referred to in this By-law shall include, but not be limited to;

- (i) Bathroom & Kitchen Exhaust Fans
- (ii) Light Fittings and Down lights
- (iii) Air-Conditioning Apparatus
- (iv) Alarm Systems
- (v) Individual Garage Door Motors
- (vi) Hot Water Heaters servicing only one lot

#### **6 Installation of Rotary Roof Ventilators**

**Registration Date: 16/02/2011**

Each owner for the time being of each lot in the strata scheme is conferred with the right to install up to two rotary roof ventilator devices and all associated equipment (herein after referred to as "the devices") on the roof of strata scheme immediately above their lot subject to the following terms and conditions:

(a) the owners of any lot proposing to undertake the installation of the devices must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;

(b) the devices shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;

(c) the diameter of the ventilators must be 420mm, unless otherwise approved by the executive committee in writing;

(d) one ventilator shall be permitted to be installed on either side of the apex (ridge) of the roof of the lot to which

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Report Date: 4th May 2023



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it is to service, centred horizontally and vertically in the middle of the roof, unless otherwise authorised in writing by the executive committee;

(e) the installation must be effected in a workmanlike manner by licensed and insured tradespersons;

(f) all paint, stain and trim finishes applied to the devices must match the colour of the roof of the lot upon which the devices are to be installed;

(g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the ventilators must be forthwith made good by the owners of the lot from which the damage results at no cost to the owners corporation;

(h) the ventilators must be maintained in good working order and condition by the owner of the lot which they service without claim on the owners corporation in respect of such maintenance;

(2) In the event that an owner or occupier of a lot to which the ventilators are installed, after notice, fails to comply with any of the conditions (a) to (h) hereof then the owners corporation may terminate the right of the owner or occupier to install the ventilators.

(3) If an owner or occupier of a lot fails to comply with any term or condition of this by-law, then the Owners Corporation may;

i) carry out all work necessary to perform the obligation or remedy the breach;

ii) enter upon any part of the parcel to carry out that work; and

iii) recover the costs of carrying out that work as a debt from the owner of the lot by way of a levy charged to the lot.

## **7 Installation of Solar Panels**

### **Registration Date: 16/02/2011**

Each owner for the time being of each lot in the strata scheme is conferred with the right to install solar panels and all associated equipment (herein after referred to as 'the devices') to the roof of the strata scheme immediately above their lot to be connected to the electric hot water system servicing the owners lot subject to the following terms and conditions:

(a) the owners of any lot proposing to undertake the installation of the devices must submit comprehensive plans and diagrams of the proposed location of the solar panels to the secretary or strata managing agent of the strata scheme before the devices are to be installed for approval by the executive committee;

(b) the owners of any lot proposing to undertake the installation of the devices must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;

(c) the devices shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;

(d) the installation must be effected in a workmanlike manner by licensed and insured tradespersons;

(e) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the devices must be forthwith made good by the owners of the lot from which the damage results at no cost to the owners corporation;

(f) the devices must be maintained in good working order and condition by the owner of the lot which they service without claim on the owners corporation in respect of such maintenance;

(2) In the event that an owner or occupier of a lot to which the devices are installed, after notice, fails to comply with any of the conditions (a) to (f) hereof then the owners corporation may terminate the right of the owner or occupier to install the devices.

(3) If an owner or occupier of a lot fails to comply with any term or condition of this by-law, then the Owners Corporation may;

i) carry out all work necessary to perform the obligation or remedy the breach;

ii) enter upon any part of the parcel to carry out that work; and

iii) recover the costs of carrying out that work as a debt from the owner of the lot by way of a levy charged to the lot.

## **8 Installation of Rainwater Tanks**



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#### **Registration Date: 16/02/2011**

Each owner for the time being of each lot in the strata scheme is conferred with the right to undertake the installation of a rainwater tank (herein after defined as including the tank and all associated apparatus) within the courtyard of their lot and to connect the tank and associated equipment to the common guttering and plumbing at scheme under the following terms and conditions;

- (a) the rainwater tank itself must be installed within the courtyard of the owners lot below the fence line and must not be readily visible from the street front, common property or any other public areas bounding the strata scheme;
  - (b) the owners of any lot proposing to undertake the installation of a rainwater tank must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
  - (c) the rainwater tank shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;
  - (d) all paint, stain and trim finishes applied to the downpipes connecting the rainwater tank to the common property guttering must match the colour of the guttering of the lot to which the tank is to be installed;
  - (e) the installation must be effected in a workmanlike manner by licensed and insured tradespersons;
  - (f) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the rainwater tank must be forthwith made good by the owners of the lot from which the damage results at no cost to the owners corporation;
  - (g) the rainwater tank must be maintained in good working order and condition by the owner of the lot which the tank services without claim on the owners corporation in respect of such maintenance;
- (2) In the event that an owner or occupier of a lot to which a rainwater tank is installed, after notice, fails to comply with any of the conditions (a) to (g) hereof then the owners corporation may terminate the right of the owner or occupier to install the rainwater tank.
- (3) If an owner or occupier of a lot fails to comply with any term or condition of this by-law, then the Owners Corporation may;
- i) Carry out all work necessary to perform the obligation or remedy the breach;
  - ii) enter upon any part of the parcel to carry out that work; and
  - iii) recover the costs of carrying out that work as a debt from the owner of the lot by way of a levy charged to the lot.

## **9 Service of Documents by Owners Corporation**

#### **Registration Date: 16/02/2011**

##### **PART 1 - Preamble**

(i) The intention of this By-law is to provide the Owners Corporation with alternative means of serving notices, minutes, levies and other general correspondence on the owners within the strata scheme, other than those already specified in the Strata Schemes Management Act 1996 (NSW).

(ii) The method of delivery of notices referred to in this By-law may be issued by the Owners Corporation, where appropriate by electronic means including email, facsimile transmission, via the internet, website/s, electronic noticeboards or mobile telephone short message service (SMS).

##### **PART 2 - Definitions & Interpretation**

2.1 In this by-law, unless the context otherwise requires or permits:

- (a) Act means the Strata Schemes Management Act 1996 (NSW) or any amendment
- (b) Email means the commonly recognised system for sending and receiving messages electronically over a computer network, as between personal computers, including any attachments to the email
- (c) Facsimile means any electronic communication device that transmits information in a form from which written material is capable of being reproduced
- (d) Lot means any lot in the strata plan
- (e) Notices means any correspondence issued by the Owners Corporation, including but not limited to notices and minutes of general meetings or executive committee meetings, levy contribution notices and levy contribution arrears notices, notices issued pursuant to section 45 of the Act (Notice to Comply) and all general correspondence
- (f) Non-Statutory Notice means any notice that the Owners Corporation is not obliged to issue under the Act, such



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as levy contribution reminder letters and levy contribution arrears notices, By-law warning letters, or general correspondence

(g) Owner means the owner of the Lot

(h) Owners Corporation means the owners corporation created by the registration of strata plan 82944

(i) SMS means Short Message Service, the common text messaging service available on mobile phones and other handheld devices

2.2 In this by-law, unless the context otherwise requires:

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the Act; and

(d) references to legislation includes references to amending and replacing legislation.

PART 3 - Powers, Duties and Obligations of the Owners Corporation

3.1 Pursuant to section 236(4)(e) of the Act, the Owners Corporation, in addition to the functions conferred upon it by or under the Act and the other By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to serve notices on the owners of the lots within the scheme by any of the following methods;

(a) The address for services of notices specified in the section 118 provided by the lot owner to the Owners Corporation, or;

(b) Where a lot owner has provided the secretary, strata managing agent or Owners Corporation with an Email address, via the Email address supplied, or;

(c) Where a lot owner has provided the secretary, strata managing agent or Owners Corporation with a Facsimile number, via the Facsimile number provided, or;

(d) In addition to subclauses 3.1(a) to (c), for levy contribution payment notice, levy contribution arrears notices and general reminder notices, where an owner has provided the secretary, strata managing agent or Owners Corporation with a mobile telephone number, the Owners Corporation may issue reminder and payment details via an SMS message via the mobile number supplied.

3.2 Where a notice is issued to the owner of a lot by Email or Facsimile transmission, the secretary, strata managing agent or Owners Corporation must ensure a confirmation receipt is received verifying delivery of the notice to the email address or facsimile number.

3.3 In the event the secretary, strata managing agent or Owners Corporation receives a delivery error message when attempting to issue a notice via Email or Facsimile to a lot owner, they must immediately cause the notice to be issued by post to the address specified for the lot notified under section 118 of the Act.

3.4 In the event an error message is received pursuant to clause 3.3 of this By-law, the secretary, strata managing agent or Owners Corporation must ensure that sufficient period of notice is provided, as required by the Act for the delivery of the notice/s by post.

PART 4 - Responsibilities and Obligations of Owners

4.1 Where an owner has supplied the Owners Corporation with an address or addresses for the delivery of service of notices, whether it be a postal address, email address, mobile telephone or facsimile number, the owner must within 14 days notify and supply the Owners Corporation with any changes to the information they have previously supplied;

4.2 Any information provided by a lot owner pursuant to this by-law shall be relied upon by the Owners Corporation and any errors or omissions in the information provided is at the responsibility of the respective lot owner providing the information.

4.3 Where the Owners Corporation has complied with the terms and conditions of this By-law and the owner of a lot fails to receive any notices due to a failure to supply the Owners Corporation with updated information pursuant to clause 4.1, then the Owners Corporation cannot be held liable for the failure to receive the notice.

4.4 In the event an owner of a lot receives a notice from the Owners Corporation via email or facsimile and is unable to open or read the attachments contained within the notice they must immediately contact the person or entity that supplied the notice so an alternative notice may be issued.

## **10 Absolution of Maintenance - Lot Fixtures and Fittings**



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**Registration Date: 27/03/2013**

#### PART 1 - Introduction and Intent

(a) This By-law has been drafted from the NSW Land and Property Information memorandum AG600000 dated November 2011 which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.

(b) The intent of the By-law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme.

The intent being that any fixture or fitting contained within the lot, whether specified in this By-law or not, or any appliance that only services one lot, whether specified in this By-law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the Owners Corporation absolving its maintenance responsibilities for same pursuant to section 62(3) of the Act.

(c) Any item specified in this By-law that is afforded cover for damage due to an insurable event by the Owners Corporations insurance policy shall still be protected by that insurance.

(d) At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building.

Waterproofing shall also remain the Owners Corporations responsibility, except where a lot owner has undertaken a renovation within their lot that affects a waterproofed area.

(e) This By-law does not confer any rights upon a lot owner to install any item listed in this By-law as a fixture or fitting of a lot.

#### PART 2 - Definitions

2.1 In this by-law, unless the context otherwise requires or permits:

(a) Act means the Strata Schemes Management Act 1996 (NSW) or any amendment

(b) Lot means any lot in the strata plan

(c) Owner means the owner of the Lot

(d) Owners Corporation means the owners corporation created by the registration of strata plan 82944

(e) Internal Area means any area within the envelope of a lot as defined by the Strata Plan

(f) Internal Pipe Work and Wiring means any pipe work or wiring that only services one lot, whether located on a common property or internal wall.

2.2 In this by-law, unless the context otherwise requires:

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the Act; and

(d) references to legislation includes references to amending and replacing legislation.

#### PART 3 - Terms and Conditions

In accordance with section 62(3) of the Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owners lot within the Strata Scheme;

##### 3.1 Internal Areas

All decorative finishes within a lot, including but not limited to;

(a) All Cornices

(b) All Skirting Boards

(c) All Architraves and Internal Door Jams

(d) Wall tiles wherever located, including kitchen, bathroom and laundries

(e) Floor Tiles wherever located, including kitchen, bathroom and laundries

(f) False Ceilings

(g) Mezzanines, Stairs and Handrails

(h) All paintwork and wall paper

(i) The cleaning of mould throughout the lot where the causative factors are purely environmental



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#### 3.2 Bathroom, Ensuities and Laundry Areas

All Bathroom, Ensuite & Laundry fixtures and fittings, including but not limited to;

- (a) All taps and internal pipe work
- (b) Shower screens
- (c) Bathtub, including internal floor waste and drainage pipes
- (d) Sinks and hand basins including internal drainage pipes,
- (e) Cabinets and mirrors
- (f) Toilet pan, including cistern and internal waste pipes
- (g) All lights, light fittings and exhaust fans that only service the lot, wherever located

#### 3.3 Kitchen Areas

All Kitchen fixtures and fittings, including but not limited to;

- (a) All taps and internal pipe work
- (b) All internal waste and drainage pipes, including connection to the common stack
- (c) Bench tops
- (d) Sinks and insinkerators
- (e) Ovens, Stoves and Cook Tops
- (f) All lights, light fittings, exhaust fans and rangehood's that only service the lot, wherever located, including ducting and external ventilation points

#### 3.4 Floor Coverings

- (a) All carpet within the lot
- (b) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles
- (c) All Floor boards, whether floating or fixed
- (d) All parquetry, linoleum, vinyl and cork tiles wherever located

#### 3.5 Balcony/Courtyard Areas

- (a) All tiles, pavers and decking
- (b) All stairs and handrails within the balcony or courtyard area
- (c) All awnings, pergolas, privacy screens or louvers, whether originally or installed by the lot owner subsequent to the registration of the Strata Plan
- (d) All plants and grassed areas within the balcony or courtyard
- (e) The pruning, trimming or removal of a tree or trees, including damage caused by roots
- (f) Fences that divide two lots
- (g) All lights, switches, light fittings and wiring within the balcony or courtyard of the lot

#### 3.6 Electrical Fittings & Appliances

- (a) All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling
- (b) All electrical sockets and wall plates
- (c) Electrical main and sub-main that services only one lot including fuses wherever located
- (d) Smoke Detectors that only service one lot
- (e) Alarm Systems that only service one lot
- (f) Individual Garage Door Motors
- (g) Telephone, Television, cable television and internet wall plates and cabling that only services one lot, wherever located
- (h) Split system and ducted Air-conditioning systems, including condenser units and all associated equipment wherever located that only service one lot;
- (i) Ceiling Fans
- (j) Electrical or Gas Hot Water Heaters and all associated equipment that only service one lot, wherever located.
- (k) Any general appliance, such as a dishwasher, microwave oven, clothes dryer or other that is designed to only service a single lot.



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#### 3.7 Front Door, Balcony Doors, Windows and Garage Area

- (a) All flyscreens and security screens/doors fitted to the windows, doors and balcony doors of the lot, whether installed originally or subsequently by the lot owner;
- (b) Automatic door closers
- (c) Any locking device or door furniture installed on the front and back doors, balcony doors or windows of the lot, whether installed originally or subsequently by the lot owner;
- (d) Supplying or replacing swipe tags, fobs, security passes, restricted keys or remote control units that operate common entry doors and garage doors at the scheme

## **11 Receipt of Electronic Pages**

### **Registration Date: 06/03/2014**

#### PART 1.1 - PREAMBLE

1.1.1 This by-law is made under the provisions of Division 3 of Part 5 of Chapter 2 of the Strata Schemes Management Act 1996.

1.1.2 The intended effect and purpose of this by-law is to permit the Owners Corporation, for the purpose of control, management, administration, use or enjoyment of the lots and common property for the Strata Scheme, to implement the terms and conditions set out in this by-law.

#### PART 1.2 - GRANT OF RIGHT

1.2 In addition to the powers, authorities, duties and functions conferred or imposed upon the Owners Corporation by the Act and the by-laws applicable to the Strata Scheme, the Owners Corporation shall have the additional power, authority, duty and function to receive Electronic Communication from Owner as set out in Part 3.

#### PART 1.3 - THIS BY-LAW TO PREVAIL

1.3 If there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

#### PART 2 - DEFINITIONS & INTERPRETATION

2.1 In this by-law, unless the context otherwise requires or permits:

- (a) Act means the Strata Schemes Management Act 1996.
- (b) Agreement means a lease, licence, by-law or other agreement which confers a right of exclusive use of common property of the Strata Scheme to the Owner.
- (c) Electronic Communication means a document or instrument, including, but is not limited to, a form of proxy for the purpose of clause 11 of Schedule 2 to the Act, the content of which is in an electronic media format only.
- (d) Lot means any lot in strata plan no. 82944
- (e) Owner means the owner from time to time of the Lot.
- (f) Owners Corporation means the owners corporation constituted on the registration of strata plan no. 82944
- (g) Owners Mark means a unique user name and password provided to the owner by the Owners Corporation for the purposes of signing and authenticating a Proxy Form.
- (h) Strata Scheme means the strata scheme relating to Strata Plan no. 82944

#### 2.2 Interpretation

2.2.1 In this by-law, unless the context otherwise requires:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act; and
- (d) references to legislation include references to amending and replacing legislation.

2.2.2 Despite anything contained in this by-law, if any provision or part of a provision in this by-law is held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law to the extent that it is void, or unenforceable but the remainder of this by-law shall remain in full force and effect.



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#### **PART 3 - CONDITIONS**

3.1 An Owner may send Electronic Communication to the Owners Corporation if, before the communication is sent, he does the following:

- (a) provides the Owners Corporation with an email address;
- (b) warrants that the Owner has taken all necessary action to prevent unauthorised access to the email address; and
- (c) consents to the email address being relied upon by the Owners Corporation to uniquely identify the Owner in respect of the communication.

3.2 For the avoidance of doubt, an email address provided by an Owner pursuant to clause 3.1 of this by-law remains valid for the purpose of sending any and all Electronic Communication to the Owners Corporation until such time as the Owner revokes his warranty and consent under that clause.

3.3 If an Electronic Communication sent by the Owner to the Owners Corporation is intended to be a proxy pursuant to clause 11 of Schedule 2 to the Act, it may be accepted by the Owners Corporation if:

- (a) the communication is received in accordance with the notice period under the Act;
- (b) the communication is in the form prescribed by the Strata Schemes Management Regulation 2010; and
- (c) it contains the Owner's mark where a signature is required and, in conjunction with the email address provided pursuant to clause 3.1 of this by-law, allows the Owners Corporation to identify the Owner in respect of the proxy.

3.4 The Owner agrees that an email address provided pursuant to clause 3.1 of this by-law may be relied upon by the Owners Corporation as having complied with the requirement of an electronic communication signature under section 9 of the Electronic Transactions Act 2000 for any Electronic Communication originating from it.

## **12 Installation of Child Window Safety Devices**

**Registration Date: 13/03/2015**

#### **PART 1 - Preamble**

The intention of this By-law is to provide the Owners Corporation with a means of charging, passing and/or indemnifying the Owners Corporation against any additional costs associated with the obligations imposed by section 64A of the Strata Schemes Management Act 1996 (Strata Schemes Management Amendment (Child Window Safety Devices) Bill 2013) on to the owner of a lot in circumstances including but not limited to the circumstances outlined in Part 3 (Rights & Obligations of Owners) below;

#### **PART 2 - Definitions**

(i) The following terms are defined to mean:

'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a statutory or lawful authority or any contractor or agent engaged by the Owners Corporation or lot owner.

'Lot' means any lot in the strata plan.

'Occupier' means the occupier of a Lot

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the owners corporation created by the registration of strata plan.

'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.

'Owners Agents' means any real estate agent, property manager or any contractor engaged by a lot owner or the occupant of the lot or visitors to the lot.

'the Act' means the Strata Schemes Management Act 1996.

'Required Devices or Safety Devices' means a locking or other security device that must be installed pursuant to section 64A of the Act.

'works' means any repair, maintenance, replacement or refurbishment undertaken in relation to the required devices at the strata scheme.

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

#### **PART 3 - Rights and Obligations of Lot Owners**



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- (i) A lot owner shall be liable to compensate or indemnify the Owners Corporation against any costs that arise as a result of any additional work or administrative charges that are imposed upon the Owners Corporation as a result of the section 64A of the Act, including but not limited to the following;
- (a) An owner or occupier refusing access for the Owners Corporations agents to install the required devices;
  - (b) An owner or occupier refusing access for the Owners Corporations agents to certify that the correct devices have been installed;
  - (c) Where an owner elects to engage the Owners Corporations agent to fit a locking or safety device other than the device/s chosen by the Owners Corporation or the executive committee;
  - (d) Where an owner, occupier or owners agent removes or damages a safety device that has already been installed by the Owners Corporation or loses the key to said locks in accordance with section 64A;
  - (e) Where the owner of a lot undertakes the installation of a compliant safety device, the Owners Corporation shall not be obligated to reimburse the owner of the lot for the costs of the said device;
  - (f) Any additional administrative charges incurred by the Owners Corporation associated with items (i)(a) to (e) above;
- (ii) Any costs imposed upon a lot owner pursuant to PART 3 (i)(a) to (f) of this Bylaw shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.
- (iii) In the event that a lot owner believes a charged imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.
- (iv) In the event the Owners Corporation rejects a request made by a lot owner pursuant to PART 3 (iii) of this By-law, all charges imposed by this By-law shall stand.

#### **PART 4 - Rights, Powers and Obligations of the Owners Corporation**

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

- (i) The Owners Corporation shall have the power to recover all costs outlined in PART 3 above from a lot owner as a debt by way of a levy charged to the lot;
- (ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- (iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;
- (iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;

All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

### **13 Treatment of Mould**

#### **Registration Date: 18/04/2016**

1. Pursuant to section 62 (3) of the act the Owners corporation has determined that it is inappropriate to maintain, renew, replace or repair any part of the common property building structure or building appurtenances that may, by virtue of design, location or disposition, not be inimical to the accumulation of moisture in the accommodation areas of a lot in the strata scheme and where said moisture may be contributing to mould growth or other such malady's in any part of the lot, provided that:
  - a) There is no fundamental flaws in the construction of the building or appurtenances that are the cause of direct transmission of moisture from an external source into any part of a lot in the strata scheme;
  - b) no fundamental failure of the building structure or appurtenances has occurred that is contributing to the direct transmission of moisture from an external source into a lot envelope;
  - c) the Owners Corporation has taken reasonable steps to ensure that the conditions referred to in subclauses a) and b) do not exist.
2. In the event that an owner of a lot in the strata scheme that has been effected by mould growth in their lot is able to mitigate the accumulation of moisture by the application of certain treatments or fitting of certain apparatus to the building structure or appurtenances, the Owners corporation may, at its absolute discretion, permit the



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application of such treatments or the fitting of apparatus provided that in all respects the principals of By-Law 5 (Damage to Common Property), subclauses 3,4, & 5 are complied with and that no claim is entered on the Owners Corporation in respect of the cost of any such applications or fitments.

#### **14 Rectification of Settlement Cracks**

##### **Registration Date: 18/04/2016**

1. Pursuant to Section 62 (3), the Owners Corporation will not be responsible to repair any damage or defect to the common property walls or ceilings within any lot space provided that;
  - (a) Any damage or defect is limited to settlement or shrinkage cracks that do not effect the structural integrity of the building/s;
  - (b) the damage has not been caused by impact or other insurable events;
  - (c) the damage has no material effect upon the utility of a lot.
2. If a dispute arises with the owner of a lot in the strata scheme in respect of subclause 1(a), a structural engineer must make the decision as to whether the subject damage or defect is the result of settlement or shrinkage or is a structural or other defect.
3. If a structural engineer is appointed pursuant to clause 2, the professional costs shall be borne by the Owners Corporation if the damage or defect is determined to be a structural defect, or by the owner of the subject lot if the damage or defect is determined to be caused by settlement or shrinkage.

#### **15 Payment of Insurance Excesses**

##### **Registration Date: 18/04/2016**

###### **A) Intention**

The intention of this By-law is to determine whether a lot owner shall be responsible for the payment of any applicable insurance excess following the settlement of an insurance claim that affects only their lot property at the strata scheme. If passed by the Owners Corporation, the intention of the By-law is for the lot owner to assume liability for the expense.

###### **B) Definitions**

(i) The following terms are defined to mean:

'Common Property' means those elements of the building noted as common property on the registered strata plan for the scheme, with the exception of the items listed under 'Lot Property' below;

'Excess' means the amount deducted by the Owners Corporations insurance company following the settlement a claim applicable to this By-law;

'Lot' means any lot in the strata plan;

'Lot Property' means those parts and elements of the building contained within the owners lot, in accordance with the strata plan registered for the strata scheme that are covered by the Owners Corporations insurance policy, as well as timber floor boards contained within the lot, wall and floor tiles wherever located, cornices & skirtings and appliances that only service the lot, including but not limited to, stoves, cook tops, ovens, exhaust fans (wherever located), hot water heaters and air-conditioning apparatus;

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the owners corporation created by the registration of strata plan

'the Act' means the Strata Schemes Management Act 1996.

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

###### **C) Payment of Excesses**

(i) A lot owner shall be liable to pay any insurance excess that may be applicable to the settlement of an insurance claim that affects only their lot property at the strata scheme;

(ii) In the event an insurance claim affects both lot property and common property under the same insurable event, the Owners Corporation shall be responsible to pay the excess;

(iii) In the event the claim affects common property only, the Owners Corporation shall be responsible to pay the excess;



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#### D) Owners Right of Appeal

(i) In the event that a lot owner believes an excess levied upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(ii) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause D)(i) above, all charges imposed by this By-law shall stand.

#### E) Rights, Powers and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

(i) The Owners Corporation shall have the power to recover any insurance excess outlined in clause C)(i) above from a lot owner as a debt by way of a levy charged to the lot;

(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;

(iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;

(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;

## **16 Compensation to Owners Corporation**

### **Registration Date: 18/04/2016**

#### A) Definitions

(i) The following terms are defined to mean:

'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a local council, other statutory or lawful authorities or any contractor or agent engaged by the Owners Corporation or lot owner.

'Lot' means any lot in the strata plan.

'Occupier' means the occupier of a Lot

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the owners corporation created by the registration of strata plan

'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.

'Owners Agents' means any real estate agent, property manager or any contractor engaged by a lot owner or the occupant of the lot or visitors to the lot.

'the Act' means the Strata Schemes Management Act 1996.

'works' means any repair, maintenance, replacement or refurbishment undertaken at the strata scheme.

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

#### B) Rights and Obligation of Owners

(i) A lot owner shall be liable to compensate the Owners Corporation for the costs of any works performed on lot property that is charged to the Owners Corporation by the Owners Corporations agents or the lot owners agents;

(ii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation remedying a breach of a duty imposed by Chapter 4 of the Act.

(iii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation successfully defending an adjudication, tribunal or other legal application made by a lot owner or for the costs debt recovery action initiated by the Owners Corporation or the Owners Corporations agents.

(iv) Any costs imposed upon a lot owner in sub-clauses B)(i), (ii) & (iii) above shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.

(v) In the event that a lot owner believes a charged imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(vi) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(v) above, all charges imposed by this By-law shall stand.

#### C) Rights, Powers and Obligations of the Owners Corporation



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The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

- (i) The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;
- (ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- (iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;
- (iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;
- (v) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

#### **17 Smoke Penetration**

**Registration Date: 09/05/2017**

- (1) An owner or occupier and any invitee of an owner or occupier, must not smoke tobacco or any similar product on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco by the owner or occupier, or invitee of the owner or occupier DOES NOT penetrate to the common property or any other lot.
- (3) This By-law does not prevent an owner or occupier of a lot from utilising a BBQ, outdoor stove or similar product for the purpose of cooking on the balcony or courtyard of their lot.

#### **18 Levying of Debt Collection Expenses**

**Registration Date: 09/05/2017**

PART 1 - Preamble

- (i) The intention of this By-law is to provide a mechanism for the Owners Corporation to add any expenses incurred associated with the pursuit of Levy Arrears and/or Debt Recovery Action for outstanding levies onto an owner by adding the charges directly to the lot owners' notice of contributions or 'Levy Notice'.
- (ii) The expenses shall include but will not be limited to expenses charged by the Strata Managing Agent, Debt Collection agents or Solicitors engaged by the Owners Corporation or the reasonable expenses of the strata committee that are incurred during the debt recovery process.
- (iii) These expenses will include any expenses or levies issued by the Owners Corporation prior to the commencement of this By-law.

PART 2 - Definitions & Interpretation

2.1 In this by-law, unless the context otherwise requires or permits:

- 'Agent' means any person engaged by the Owners Corporation to pursue levy arrears of a lot owner, including but not limited to the Strata Managing Agent, Debt Collection Agents or Solicitors.
- 'Costs' includes any charge, fee or invoice imposed on the Owners Corporation by an agent engaged by the Owners Corporation or the reasonable expenses of the strata committee for the pursuit of levy arrears or debt recovery against a lot owner.
- 'Levy Payment Notice' means a notice issued by the Owners Corporation to an owner of a lot as notification that a payment for a standard levy, special levy or charge upon the lot is due and payable to the Owners Corporation.
- 'Lot' means any lot in the strata plan.
- 'Owner' means the owner/s of the Lot.
- 'Owners Corporation' means the Owners Corporation created by the registration of strata plan for the scheme
- 'Owners Corporations Agents' means the Strata Managing Agent, Strata Committee or any contractor, legal counsel, debt recovery agent or other personnel engaged by the Owners Corporation for the pursuit of levy arrears.
- 'Reasonable expenses of the strata committee' means expenses that may be approved by the strata committee at a

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Report Date: 4th May 2023



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properly convened strata committee meeting from time to time.

'The Act' means the Strata Schemes Management Act 2015.

2.2 Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

2.3 In this by-law, unless the context otherwise requires:

- (a) the singular includes plural and vice versa; (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act; and
- (d) references to legislation includes references to amending and replacing legislation.

#### **PART 3 - Powers, Duties and Obligations of the Owners Corporation**

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

- (i) The Owners Corporation shall have the authority to add all costs associated with the recovery of levy arrears and/or Debt Recovery Action from a lot owner as a debt by way of a levy charged to the lot;
- (ii) Any Debt Recovery expenses may be added to an owners' Levy Payment Notice that is issued by the Owners Corporation from time to time;
- (iii) The Owners Corporation (O.C.) must serve upon the owner a written notice of the contribution payable; (iv) The O.C. may charge interest upon any contribution payable under this By-Law pursuant to s85 of the Act;
- (v) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;
- (vi) All monies recovered by the O.C. shall form part of the fund to which the relevant contribution belongs.

#### **PART 4 - Owners Right of Appeal**

- (i) In the event that a lot owner believes the expenses levied upon them pursuant to this By-law are unreasonable,

the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

- (ii) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause (i) above, all charges imposed by the Owners Corporation shall stand.

## **19 Pre-Meeting & Electronic Voting**

### **Registration Date: 29/06/2018**

#### **A) Intention**

The intention of this By-law is to provide authorisation to both the Owners Corporation and Strata Committee to utilise pre-meeting electronic voting and electronic voting as a means of collecting and counting votes for a matter to be determined by either the Owners Corporation or Strata Committee.

#### **B) Pre-Meeting Electronic Voting**

- (i) The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.
- (ii) The Strata Committee, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.

#### **C) Electronic Voting**

The Owners Corporation and Strata Committee shall be authorised to utilise electronic means of voting including but not limited to, teleconferencing, video-conferencing, email (including scanned ballot papers), websites, mobile applications and other electronic means for the purpose of collecting and counting votes on any matter for determination by the Owners Corporation or Strata Committee prior and during the conduct of a meeting.

#### **D) Compliance and Capability**

Where the Owners Corporation or Strata Committee elects to use pre-meeting voting and/or electronic voting to assist with the conduct of a meeting, the secretary or Strata Managing Agent must ensure that;



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- (i) All rules surrounding the conduct of a meeting wholly or partially by pre-meeting and electronic voting are followed as specified by the Strata Schemes Management Act 2015, Strata Schemes Management Regulation 2016 as well as the terms of this By-law, and
- (ii) The venue and electronic means used have the appropriate capabilities that will enable the meeting to be conducted using those mediums.

#### **20 Minor Renovations By-Law**

**Registration Date: 29/06/2018**

##### **1. Intention**

The intention of this By-law is;

- i. To delegate the function of approving Minor Works to the Strata Committee of the Owners Corporation in accordance to section 110(6)(b) of the Strata Schemes Management Act,
- ii. Define what Minor Works may be approved by the committee,
- iii. Provide owners with an application process to have their Minor Works approved,
- iv. Provide Terms and Conditions that will apply to all Minor Works that are approved by the strata committee.

##### **2. Definitions**

- i. The terms and references used in this By-law have the same meaning as the terms and references found in the Strata Schemes Management Act 2015 (the Act) and Strata Schemes Management Regulation 2016 (the Regulations).
- ii. Minor Renovations means any work to the common property in the building in connection with a lot for the following purposes;
  - a. Renovating a kitchen, bathroom or laundry within a lot (not including waterproofing works)
  - b. Renovating any other room within a lot (not including structural works)
  - c. Changing or installing recessed light fittings,
  - d. Installing or replacing wood or other hard floors,
  - e. Installing or replacing wiring or cabling or power or access points,
  - f. Work involving reconfiguring walls,
  - g. Installing or replacing pipes and duct work,
  - h. Installing a rainwater tank,
  - i. Installing a clothesline,
  - j. Installing a reverse cycle split system or ducted air-conditioning system,
  - k. Installing double or triple glazed windows,
  - l. Installing a heat pump or hot water service,
  - m. Installing ceiling, wall or floor insulation,
  - n. Installing an antenna, an aerial or satellite dish (less than 1.5M in diameter),
  - o. Installing a skylight, rotary roof ventilator device or exhaust fan in the roof space directly above the owners lot,
  - p. Installing solar panels and/or an electric battery for the purposes of providing electricity supply to the owners lot
  - q. Any other installation or renovation deemed a 'Minor Renovation' by the strata committee that accords with section 110 of the Act.

##### **3. Authority to approve Minor Renovations**

- i. The Owners Corporation delegates to the Strata Committee under section 110(6)(b) of the Act, the authority to approve Minor Renovations as defined in this By-law to all lots within the strata scheme.
- ii. Upon receiving an application for Minor Works, the secretary or Strata Managing agent must convene a meeting of the Strata Committee within the timeframes and within provisions of the Act and Regulations.
- iii. The meeting may be convened and conducted by electronic means, if the Owners Corporation or Strata Committee has approved pre-meeting voting and electronic voting.
- iv. In the event there is no committee elected or the committee are unable to meet within the timeframes defined by the Act, the application must be determined by the Owners Corporation at a general meeting.



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- v. The committee may, at its own discretion, decide that an application for Minor Renovations be determined by the Owners Corporation at a general meeting.
- vi. The Strata Committee may not unreasonably withhold approval for a Minor Renovation, however where the committee does withhold approval, the owner may refer their application for Minor Renovations to Owners Corporation for determination at a general meeting.
- vii. Where a general meeting is required pursuant to clause 3(vi) of this By-law, all costs associated with the production of that meeting will be borne by the owner of the lot to which the application applies, unless the application is to be determined at the next Annual General Meeting of the Owners Corporation or the strata committee agrees that the Owners Corporation will assume the expense.
- viii. Pursuant to section 110 of the Act, the Strata Committee cannot approve Minor Renovations of a structural nature or renovations that require waterproofing works.

#### **4. Application Process**

An application for a Minor Renovation must be made in writing and sent to the secretary or Strata Managing Agent and be accompanied with all necessary documentation that will readily allow the strata committee to determine the application, including but not limited to;

- i. The name of the applicant, contact details and lot number to which the Minor Renovations will apply,
- ii. A description of the Minor Renovations proposed,
- iii. All plans, specifications, drawings, expert reports or other information that will assist the committee in processing the application, including;
  - a. For works that involve the installation of timber or hard floors within a lot, details of the acoustics to be used to ensure adequate sound proofing;
  - b. For works that involve installing recessed lighting, a copy of the fire proofing proposed to be used,
- iv. Details of how any rubbish and debris will be disposed of during the construction process,
- v. The estimated duration of the work,
- vi. Other information that the committee may require in order to process the application.

#### **5. Terms and Conditions that will apply to all approvals**

The following terms and conditions will apply to all Minor Renovations approved by the Strata Committee pursuant to this By-law.

- i. The owners must inform the secretary or Strata Managing Agent not less than fourteen (14) days before the Minor Renovations are to commence;
  - ii. Anything installed as a result of the Minor Renovation shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of the lot which they service, including successors in title;
  - iii. the owners of any lot undertaking the Minor Renovations must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
  - iv. the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
  - v. any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Minor Renovations must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
  - vi. the Minor Renovations must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
  - vii. the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the Minor Renovations are to be replaced or renewed;
- (2) In the event that an owner or occupier of a lot to which the Minor Renovations have been completed, after notice, fails to comply with any matters set out in conditions (i) to (vii) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.
- (3) The Strata Committee or Owners Corporation may impose additional terms and conditions to the granting of approval for Minor Renovations, including but not limited to;
- i. The supply of a Dilapidation Report prior to the commencement of the works,



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- ii. The supply of additional expert reports relevant to the proposed works,
- iii. Payment of a Bond before commencement of the works,
- iv. Conditions surrounding noise and proposed times of work,
- v. Provisions for cleaning and removal of debris,
- vi. Conditions surrounding access to common property for trades, equipment and vehicles.
- vii. Any other matter relevant to the application.

#### 21 Recovery of Stationery Expenses

**Registration Date: 01/05/2019**

##### Intention

- i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable stationery expenses incurred by the Owners Corporation for the distribution of serving notices on lot owners via post or other non-electronic means.
- ii. The Owners Corporation recognise that the Strata Schemes Management Act 2015 enables the Owners Corporation to issue notices to owners and tenants via email and that this medium of communication is far more cost effective and environmentally friendly than non-electronic means.

##### A) Definitions

- i. Terms used in this By-law which are defined in the Strata Schemes Management Act 2015 have the same meaning given to them in that Act
- ii. The following terms are defined to mean:  
'Stationery Expense' means the costs incurred by the Owners Corporation for serving documents on lot owners by post or other non-electronic means;  
'Administrative Fee' means an amount of \$20.00 per quarter (or other such amounts that may be determined by the Owners Corporation or Strata Committee from time to time acting reasonably) commensurate with administrative costs charged to the Owners Corporation  
'New Owners' mean any owner/s that purchases a lot in the scheme after the date this By-law is registered.  
'Notice' means any written correspondence that is issued by the Owners Corporation by post or other non-electronic means  
'the Act' means the Strata Schemes Management Act 2015

##### B) Rights and Obligation of Owners

- i. Where a lot owner has not provided the Owners Corporation with an email address for the service of notices as prescribed by the Act, the Owners Corporation may impose upon that lot owner an Administrative fee for reimbursement of serving documents via post or other non-electronic means.
- ii. A lot owner has 6 months from the date this By-law is passed to register an email address for the service of notices before the Owners Corporation is entitled to charge an administrative fee.
- iii. In the case of 'new owners', they shall have 3 months from the date the Owners Corporation is furnished with a Section 22 notice pursuant to the Act before the Owners Corporation is entitled charge an administrative fee
- iv. Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived.
- v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(iv) above, all charges imposed by this By-law shall stand.

##### C) Rights, Powers and Obligations of the Owners Corporation

- i. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
- ii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;
- iii. The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- iv. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to



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section 85 of the Act;

v. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;

#### 22 Major Building Work (Major Renovations)

##### Registration Date: 01/05/2019

##### 1. Approval of Owners Corporation required

Owners must not carry out or commence to carry out Major Building Works unless the works and the plans and specification relating to the works are first approved by the Owners Corporation in the manner contemplated by this by-law.

##### 2. Application to the Owners Corporation

An Owner wishing to procure the approval of the Owners corporation to Major Building Works must:

- (a) make an application in writing to the Managing Agent (or if a managing agent has not been appointed, to the Secretary);
- (b) include with the application;
  - (i) any fee prescribed by the Owners Corporation
  - (ii) detailed plans and specifications for the Major Building Works; (iii) a description of the proposed Major Building Works; and
  - (iv) information as to:

A. whether the proposed Major Building Works are to Common Property or may affect Common Property in any way; and

B. whether the proposed Major Building Works will or are likely to impact on or affect the structural integrity of the Building.

##### 3. Rights in Owners Corporation

(a) in order for the Owners Corporation to process an application for approval for Major Building Works, the Owners Corporation may:

- (i) require the applicant to submit further information, such as further plans, specifications or reports;
  - (ii) waive the requirement to submit detailed plans and specifications;
  - (iii) require the applicant to provide a report or certification from a suitably qualified consultant (approved by the Owners Corporation and addressed to the Owners Corporation) confirming the proposed Major Building Works until not impact on the structural integrity of the Building; or
  - (iv) appoint a consultant to review any material or any information provided by the applicant and to make recommendations (the Owners Corporation may require the applicant to pay for or accept responsibility for payment of the consultant's fee)
- (b) in processing an application, the Owners Corporation: (i) may act in its own discretion;
- (ii) approve it unconditionally or may impose conditions; and
- (iii) may disregard its previous decisions.

(c) In processing an application, the Owners Corporation may require the payment of a bond:

- (i) to be applied at the discretion of the Owners Corporation towards any cost incurred by the Owners Corporation in connection with the Major Building Works
- (ii) to be applied by the Owners Corporation towards rectification of any possible damage to Common Property as a result of carrying out the Major Building Works; and
- (iii) to be applied by the Owners Corporation towards any costs incurred by the Owners Corporation in carrying out its rights and functions under this by-law.

(d) the role of the Owners Corporation in processing and approving an application is procedural only. The Owners Corporation does not take any responsibility for the adequacy or appropriateness of any approval I may give.

(e) If the Owners Corporation has not approved an application for Major Building Works within 42 days of receiving the application then the Owners Corporation will be regarded as not approving the application before it.

(f) The Owners Corporation may revoke an approval if an Owner does not comply with the conditions in the approval.

##### 4. Pre-conditions to commencing to carry out Major Building Works



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- (a) the provisions of this by-law apply to all Major Building Works, whether to a Lot or to Common Property.
- (b) Owners must not commence to carry out Major Building Works unless:
  - (i) the Owners Corporation has approved the works in accordance with this by-law (clause 1).
  - (ii) the Owners Corporation has approved the plans and specifications for the Major Building Works in accordance with this by-law (clause 1).
  - (iii) all necessary consents from the relevant Authorities have been procured (including a Development Consent (if applicable)) and copies provided to the Owners Corporation;
  - (iv) all relevant insurances (if applicable) are in place and copies of the policy and the certificate of Currency provided to the Owners Corporation;
  - (v) the bond (if any) required by the Owners Corporation has been paid to the Owners Corporation;
  - (vi) the Owners Corporation has been given reports and any other information requested by the Owners Corporation in connection with the Major Building Works; and
  - (vii) the Owners Corporation has been given details of the builder/contractor carrying out the works (and a point of contact (including name and telephone number)).

#### **5. Pre-conditions to commencing to carry out Major Building Works to Common Property**

- (a) the provisions of this by-law apply to Major Building Works to Common Property
- (b) if Major Building Works (or some part of them) are to Common Property, then in addition to complying with other relevant parts of this by-law, the Owner to whom approval has been given must not commence to carry out the Major Building Works unless:
  - (i) a special resolution has first been passed at a meeting of the Owners Corporation specifically authorizing the carrying out of the works; and
  - (ii) if the ongoing maintenance of the Common Property affected by the works is to be the responsibility of the Owner:

A. a special resolution has first been passed at a meeting of the Owners Corporation stipulating the ongoing maintenance of the relevant parts of the Common Property is the responsibility of the Owner;

B. the Owners Corporation has made and registered a by-law to that effect; and

C. the Owner has given the Owners Corporation its approval to the making of the by-law

#### **6. Condition when carrying our Major Building Works**

When carrying out Major Building Works an Owner to whom approval has been granted must:

- (a) comply with the reasonable requirements of the Owners Corporation and any conditions in the approval from the Owners Corporation;
- (b) comply with the requirements 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 to other Owners and Occupiers as is practicable;
- (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 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; and
- (k) ensure the works are only carried out within the times permitted by any Development Consent or (if applicable) within the times permitted by the approval from the Owners Corporation.

#### **7. Access to Common Property**

The Owner to whom approval has been granted to carry out Major Building Works is authorized access to all relevant parts of the Common Property for the purposes of carrying out the Major Building Works for such reasonable period of time as may be necessary to carry out the Major Building Works (or for such time as permitted in any approval to the Major Building Works from the Owners Corporation)

#### **8. Completion of Major Building Works**

On completion of Major Building Works, the Owner who has carried out the works must:



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- (a) ensure all rubbish and debris caused by the works is removed from the Building and environs; (b) ensure the Common Property is left clean and tidy;  
(c) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the works; and  
(d) if required by the Owners Corporation, give the Owners Corporation a letter from a suitably qualified consultant (addressed to the Owners Corporation) certifying the completed Major Building Works do not impact on the structural integrity of the Building or upon Common Property.

#### **9. Major Building Works must comply with Laws and requirements of Authorities**

An Owner who has carried out Major Building Works 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.

#### **10. Indemnity**

An Owner who has carried out Major Building Works agrees to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses, expenses and damages incurred by the Owners Corporation:

- (a) in connection with the major Building Works (including costs for approving the Major Building Works); and  
(b) arising out of damage to property (including, without limitation, to the Common Property) or injury to persons as a result of carrying out the Major Building Works or resulting from the Major Building Works once installed.

#### **11. Right in Owners Corporation to remedy**

At its discretion, the Owners Corporation may:

- (a) perform any obligation which an Owner has failed to perform, within a reasonable time after written notice from the Owners Corporation;  
(b) enter any part of the Parcel to carry out its rights in this by-law; and  
(c) recover the costs incurred by the Owners Corporation in carrying out its rights in this by-law as a debt due and owing to the Owners Corporation by the Owner of the relevant Lot, together with interest on any monies due to the Owners Corporation under this by-law and not paid within one month of written demand for payment, such interest to be calculated on daily balances at the rate of 10% per annum, and calculated from the date of receipt by the Owner of the relevant invoice until payment is made.

#### **12. Future alteration to Major Building Works**

Owners and Occupiers must not make any alterations, additions or modifications to Major Building Works, once installed, without following the procedures in this by-law.

#### **13. Major Building Works Not Permitted to Remain**

Owners must not permit to remain on their Lot or Common Property any Major Building Works which have not been approved by the Owners Corporation in accordance with this by-law. This provisions of this by-law do not apply to any Major Building Works carried out prior to the date of registration of this by-law.

#### **14. Development Consent**

Approval by the Owners Corporation to a Development Application must not be regarded as approval by the Owners Corporation to carry out the Major Building Works he subject of the Development Application. Approval of the Owners Corporation to the Major Building Works must be obtained following the procedures in this by-law.

## **23 Payment Plans**

### **Registration Date: 24/02/2021**

#### **1.Introduction**

- 1.1 The purpose of this by-law is to set out how the Owners Corporation will administer payment plans.  
1.2 This by-law applies if the Owners Corporation passes either a resolution to accept payment plans generally or specific payment plans.

#### **2. Payment Plans**

- 2.1 At every Annual General Meeting, the Owners Corporation must consider "how to deal with any overdue



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contributions payable to the Owners Corporation". Section 85(5) of the Act says, "An Owners Corporation may, by resolution at a general meeting, agree to enter into payment plans, either generally or in particular cases, for the payment of overdue contributions."

2.2 Clause 18 of the Regulation says a payment plan must:

- (a) be in writing;
- (b) require repayment of the outstanding contributions within 12 months; and
- (c) contain the following:
  - (i) the name of the lot owner and the title details of the lot,
  - (ii) the address for service of the lot owner,
  - (iii) the amount of the overdue contributions,
  - (iv) the amount of any interest payable for the overdue contributions and the way in which it is calculated,
  - (v) the schedule of payments for the amounts owing and the period for which the plan applies,
  - (vi) the manner in which the payments are to be made,
  - (vii) contact details for a member of the strata committee or a Strata Managing Agent who is to be responsible for any matters arising in relation to the payment plan,
  - (viii) a statement that a further plan may be agreed to by the Owners Corporation by resolution,
  - (ix) a statement that the existence of the payment plan does not limit any right of the Owners Corporation to take action to recover the amount of the unpaid contributions.

2.3 For each payment plan:

- (a) the Owners Corporation appoints its Strata Manager as its agent to administer the payment plan;
- (b) the Owners Corporation acknowledges that the Strata Manager will charge the Fee to administer the payment plan; and
- (c) the owner who has agreed to the payment plan agrees to pay the Fee to the Owners Corporation as part of the payment plan, and the Fee is recoverable by the Owners Corporation in the same manner as the outstanding contributions.

2.4 If the Owners Corporation resolves generally to enter into payment plans, then:

- (a) the terms of any individual payment plan approved under that general resolution (including those further approved under clause 2.4(a)) must:
  - (i) comply with the Act and the Regulation;
  - (ii) contain the information set out in clause 2.2(c) above; and
- (b) the strata committee may approve individual payment plans, provided that the individual payment plan complies with the following: (i) clauses 2.2 and 2.3;
- (ii) interest is payable in the manner and at the rate set out in the Act;
- (iii) contributions due after the date the payment plan commences are payable on their due date;
- (iv) payments must be made to the appropriate account of the Owners Corporation held on its behalf by the Strata Manager; and
- (v) the contact details to include in the payment plan are those of the Strata Manager.

### **3. Interpretation**

In this by-law:

- 3.1 Act means the Strata Schemes Management Act 2015;
- 3.2 Fee means the fee charged by the Strata Manager to administer each payment plan, which as at the date that this by-law is registered is \$100 per month per payment plan;
- 3.3 lot means each and every lot in the strata scheme;
- 3.4 owner means the owner of the lot for the time being;
- 3.5 payment plan means a payment plan for the payment of overdue contributions, which is either specifically



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approved by the Owners Corporation, or where the Owners Corporation resolves generally to accept payment plans;

3.6 Regulation means the Strata Schemes Management Regulation 2016;

3.7 Strata Manager means the strata managing agent for the strata scheme, which is Netstrata;

3.8 Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act;

3.9 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable; and

3.10 If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict.

#### **24 Fire Inspection Access & Administration**

**Registration Date: 24/02/2021**

Intention

The intention of this By-law is to outline the rights and responsibilities of the Owners Corporation and Lot owners in relation to the inspection of fire safety apparatus within a Lot and to provide the Owners Corporation with a fair and equitable mechanism to recover any additional costs associated with supplementary inspections of individual Lots (which may be incurred due to an occupant delaying access) or additional corrective action repairs required.

The Owners Corporation recognise that Under the Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW) and Section 123(1) of the Strata Schemes Management Act 2015 they must engage an Accredited Fire Safety Practitioner (AFSP) to inspect the fire safety apparatus within the common property and individual Lots.

##### **a. Definitions**

The following terms are defined to mean:

'Accredited Fire Safety Practitioner (AFSP)' means a person accredited under an approved industry accreditation scheme to undertake the inspecting, testing and repairs to fire safety apparatus within a building.

'Administrative Fee' means a fee to which the Agent may charge for additional services rendered in administering access or additional repairs within a Lot.

'Agent' means the Strata Managing Agent for the Strata Scheme.

'Corrective Action Repairs (CAR)' mean those repairs required to be undertaken on common property or within a Lot in order to remedy a defect or fault to a fire safety apparatus.

'Fines or Re-Inspection Fees' includes any fine or charge imposed on the Owners Corporation by the local council or other statutory or lawful authority or administrative charges imposed by agent engaged by the Owners Corporation.

'Fire Safety Apparatus' means any Fire Safety Measure listed in Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW) applicable to the strata scheme.

'Reasonable Access' means between the hours of 7.00am and 8.00pm Monday to Friday, excluding public holidays.

'Smoke Alarm Certificate' means a certificate issued by a landlord or their agent to a tenant, pursuant to Section 64A of the Residential Tenancies Act 2010 (NSW), noting the smoke alarm(s) within a Lot are compliant.

##### **b. Rights & Responsibilities of the Owners Corporation**

i. The Owners Corporations must ensure that an Annual Fire Safety Statement is obtained pursuant to the Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW) and Section 123(1) of the Strata Schemes Management Act 2015.

ii. An Accredited Fire Safety Practitioner (AFSP) must be used for the inspection of the fire safety



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apparatus within the Strata Scheme. Before carrying out any inspection or works within a Lot the Owners Corporation or their Agent must provide the occupant of the lot a minimum of 7 days' notice that access to the lot is required.

iii. The Owners Corporation shall have the power to recover all costs outlined in clause C) below from a lot owner (as well as any costs related to the indemnities identified in Clause D) as a debt by way of a levy charged to the lot and must serve upon the owner a written notice of the contribution payable. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act and may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.

#### c. Rights and Responsibilities of Lot Owners

i. The Owners Corporation recognise that access to the Lots within the Strata Scheme shall be required in order to comply with clause b), therefore the owner of a Lot shall be responsible for ensuring;

a. That where necessary the Owners Corporation or their Accredited Fire Safety Practitioner (AFSP) has unencumbered access to the owner's Lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;

b. The occupant of the lot does not obstruct access to the Owners Corporation or their Accredited Fire Safety Practitioner (AFSP) for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;

ii. Where access to a Lot for an initial inspection of the fire apparatus is unsuccessful and additional inspections are required, the Owners Corporation may impose upon that Lot owner the following administrative fees (re-inspection fee) for arranging the return of an Accredited Fire Safety Practitioner (AFSP):

a. A fee of \$50 for organisation of the 2nd inspection of a Lot;

b. A fee of \$75 for organisation of the 3rd inspection of a Lot;

c. A fee of \$100 for any further inspections of a Lot.

These fees are in addition to the call-out fees charged by the Accredited Fire Safety Practitioner (AFSP) as outlined in sub-clause iii).

iii. Where access to a Lot for an initial inspection of the fire apparatus is unsuccessful and additional inspections are required, the Owners Corporation may pass the call-out fees charged by the Accredited Fire Safety Practitioner (AFSP) upon that Lot owner, in addition to the administrative fees outlined in sub-clause ii).

iv. Where Corrective Action Repairs (CAR) are required to items within the Lot, the associated costs will be imposed by the Owners Corporation upon that Lot owner, as well as any additional administration costs imposed by the agent to facilitate this process. These costs may include, but are not limited to the replacement or repairs of:

a. Smoke alarms;

b. Heat alarms/detectors;

c. Fire door closers;

d. Any other item within a Lot required to be compliant with the Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW).

v. Where an owner leases their Lot they are required to issue a Smoke Alarm Certificate to their tenant pursuant to Section 64A of the Residential Tenancies Act 2010 (NSW). Upon request, the Owners Corporation or its Agent may be required to supply a certificate to a Lot owner, as such the Owners Corporation may charge a fee of \$55 upon that Lot owner.

vi. Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause vi) above, all charges imposed by this By-law shall stand.

vii. In accordance with Section 258 of the Strata Schemes Management Act 2015, owners who lease their Lot must ensure that the tenant names, duration of the lease and the contact details are provided to the Owners Corporation's Agent within 14 days after the commencement of the lease.

#### d. Indemnity

An owner of a lot must indemnify the Owners Corporation for any fines or penalties imposed by the local council



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which are incurred by the Owners Corporation due to access to the lot being unable to be gained by the Owners Corporation's appointed Accredited Fire Safety Practitioner (AFSP).

An owner of a lot must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the restoration of any faulty fire safety equipment necessary to be undertaken in order for the Annual Fire Safety Statement to issued.

#### **25 Communication & Dispute Resolution**

**Registration Date: 24/02/2021**

##### **INTENTION**

The intention of this By-law is to provide mechanisms for the Owners Corporation, owners, occupiers and representatives of the Owners Corporation, owners and occupiers to;

- a. Facilitate harmonious, efficient and cost-effective communication within the scheme,
- b. Prevent bullying, harassment and intimidation at the scheme as well as to regulate the communication of owners, residents and agent's servicing the scheme,
- c. Provide an efficient dispute resolution process,
- d. Allow the Owners Corporation, Strata Committee and strata managing agent the ability to suspend or cease communication with individual's that contravene the spirit of this By-law, and
- e. Allow the Owners Corporation to recover the costs for administrating the provisions of this By-law.

##### **PART 1 - DEFINITIONS & INTERPRETATION**

1. In this by-law:

- a. Strata Managing Agent means the person (if any) from time to time appointed to act as strata managing agent for the Scheme.
- b. Building Manager means the person (if any) from time to time appointed to act as a Building Manager for the scheme
- c. Lot means a lot in strata scheme
- d. Occupier or Owner means the owner or occupier of a lot in the strata scheme from time to time.
- e. Owners Corporation means the owners corporation created by the registration of strata plan.
- f. Agent means a person from time to time appointed to act on behalf of a lot owner such as a property manager
- g. Representative means a person from time to time appointed to represent a lot owner such as a proxy holder or power of attorney
- h. Scheme means the strata scheme created on registration of the strata plan.
- i. Strata Committee means the Strata Committee of the Owners Corporation from time to time.
- j. Stakeholders means all Owners, Occupiers, Suppliers, Building Managers, the Strata Committee and Strata Managing Agent.

2. In this by-law a word which denotes:

- a. the singular includes plural and vice versa;
- b. any gender includes the other genders;
- c. any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 2015 ("the Act"); and
- d. references to legislation includes references to amending and replacing legislation.

3. Nothing contained in this by-law will operate so as to negate any statutory requirements or obligations imposed by the Act or the Strata Schemes Management Regulations 2016, as amended or replaced from time to time.



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#### PART 2 - SCHEME COMMUNICATIONS

1. Owners, occupiers and agents to the scheme acknowledge that all stakeholders are entitled to live, work and reside within an environment that is free from bullying, harassment, threatening and intimidating behaviour, this includes both written communication and conduct at meetings of the Owners Corporation and Strata Committee.

Examples of bullying and harassment include but are not limited to;

- a. Direct threats or intimidation made against an Owner, Supplier, Building Manager, the Strata Committee or Strata Managing Agent, whether in writing or made verbally,
- b. Excessive communication with the Strata Committee, Building Manager or Strata Managing Agent,
- c. Pressuring lot owner/s to vote in a particular manner,
- d. Commentary of a personal nature that is derogatory, disrespectful or ridicules any stakeholder or their character,
- e. Making an unsubstantiated claim against another Owner, Supplier, Building Manager, the Strata Committee or Strata Managing Agent.

2.2 Harassment does not include;

- a. The Owners Corporation, Strata Committee or Strata Managing Agent pursuing debt recovery pursuant to section 86 of the Act,
- b. The Owners Corporation, Strata Committee or Strata Managing Agent administering and enforcing this By-law or the other By-laws for the scheme,
- c. Owners, residents and agents providing constructive feedback surrounding the administration of the scheme or service providers to the scheme.

2.3 The Owners Corporation, Strata Committee, Owners, Occupiers and stakeholders must ensure that all communication is respectful and does not include anything which is discriminatory, derogative or constitutes bullying within the Scheme.

#### PART 3 - RIGHTS AND OBLIGATIONS OF LOT OWNERS

1. An owner must ensure that they, their agents, representatives, or occupants of their lot do not:

- a. do anything which is disrespectful, derogatory, discriminatory, harassing or bullying towards another Owner, Occupier, Supplier, Building Manager, the Strata Committee or the Strata Managing Agent;
- b. do anything which impedes or negatively impacts the Owners Corporations ability to conduct their duties in accordance with the Act;
- c. unreasonably disclose information held by the Owners Corporation, including information about an Owner or Occupier;
- d. cause a nuisance or otherwise behave in a way to bring disrepute or diminish the reputation of the Owners Corporation;
- e. make a decision that requires a resolution of the Strata Committee or the Owners Corporation in accordance with the Act; or
- f. engage in any conduct in contravention of the Act.

2. An owner shall be liable to compensate or indemnify the Owners Corporation against any costs that may arise as a result of administering the provisions of this By-law including the costs of convening and conducting a Strata Committee meeting and any other administrative costs associated with Part 4 of this By-law.

3.3 In the event that a lot owner believes a charged imposed upon them pursuant to this By-Law has been applied



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unfairly, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

3.4 In the event the Owners Corporation rejects a request made by a lot owner pursuant to 3.3 of this By-Law, all charges imposed by this By-Law shall stand.

#### **PART 4 - RIGHTS, POWERS AND OBLIGATIONS OF THE OWNERS CORPORATION & STRATA COMMITTEE**

4.1 Any alleged breach of this By-law pursuant to Part 3 above must be determined by the Strata Committee at a properly convened meeting of the committee.

4.2 Depending on the nature and severity of the breach, where the committee has determined that a lot owner, tenant or agent acting on behalf of a lot owner has exhibited bullying, threatening or intimidating behaviour, the Strata Committee may;

- a. Issue a warning letter to the individual, or
- b. Suspend communication with the individual, for a period to be determined by the committee, and/or
- c. Determine that the lot owner compensate the Owners Corporation for the costs of convening and conducting the Strata Committee meeting that was required to make a determination pursuant to this By-law, and/or
- d. Determine that the lot owner compensate the Owners Corporation for any other administrative costs associated with administering this By-law.

4.3 The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations:

- a. The Owners Corporation shall have the power to recover all costs outlined in PART 3 and PART 4 of this By-law from a lot owner as a debt by way of a levy charged to the lot;
- b. The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- c. The Owners Corporation may charge interest upon any contribution payable under this By- Law pursuant to section 85 of the Act;
- d. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act; and
- e. All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

#### **PART 5 - GRIEVANCE PROCEDURE**

Where an owner, resident or agent acting on behalf on an owner wishes to register a grievance with the Strata Committee or Strata Managing Agent the complainant must;

##### **1. Notification**

The complainant must inform the Strata Committee or Strata Managing Agent in writing of the following;

- a. The nature of the dispute;
- b. What outcome the complainant desires,
- c. The action the complainant believes will settle the grievance, d. Evidence that supports the complaint being made (if any),
- e. Notices of a grievance under this clause should be directed to the Strata Managing Agent via email or post in the first instance or where no agent is appointed directly to the Strata Committee via the registered address for service of notices for the scheme.

##### **2. Best Endeavours to Resolve Dispute**



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3. On receipt of a complaint, both parties will make every effort to resolve the dispute by mutual negotiation within 21 business days. This may include the convening of a Strata Committee or General Meeting to resolve the matters identified.
4. Where a Strata Committee meeting may be convened pursuant to this grievance

#### **26 Solar Panel By-Law**

**Registration Date: 21/06/2022**

Section 1. The intention of this By-law is;

- i. To delegate the function of approving solar panel installation and changes to the external visual aspect of the townhouse in relation to solar panels to the Strata Committee of the Owners Corporation in accordance to section 110(6)(b) of the Strata Schemes Management Act,
- ii. Define what solar panels may be approved by the committee,
- iii. Provide owners with an application process to have their solar panels approved,
- iv. Provide Terms and Conditions that will apply to all solar panel installation that are approved by the strata committee.

Section 2. Rights in Owners Corporation.

(a) in order for the Owners Corporation to process an application for approval for solar panels works, the Owners Corporation may:

- (i) require the applicant to submit further information, such as further plans, specifications or reports;
- (ii) waive the requirement to submit detailed plans and specifications;
- (iii) require the applicant to provide a report or certification from a suitably qualified consultant (approved by the Owners Corporation and addressed to the Owners Corporation) confirming the proposed solar panels will not impact on the structural integrity of the Building; or
- (iv) appoint a consultant to review any material or any information provided by the applicant and to make recommendations (the Owners Corporation may require the applicant to pay for or accept responsibility for payment of the consultant's fee)

(b) in processing an application, the Owners Corporation:

- (i) may act in its own discretion;
- (ii) approve it unconditionally or may impose conditions; and
- (iii) may disregard its previous decisions.

(c) In processing an application, the Owners Corporation may require the payment of a bond:

- (i) to be applied at the discretion of the Owners Corporation towards any cost incurred by the Owners Corporation in connection with the solar panel installation.
- (ii) to be applied by the Owners Corporation towards rectification of any possible damage to Common Property as a result of carrying out the solar panels works; and
- (iii) to be applied by the Owners Corporation towards any costs incurred by the Owners Corporation in carrying out its rights and functions under this by-law.

(d) the role of the Owners Corporation in processing and approving an application is procedural only.

The Owners Corporation does not take any responsibility for the adequacy or appropriateness of any approval I may give.

(e) If the Owners Corporation has not approved an application for solar panel works within 42 days of receiving the application then the Owners Corporation will be regarded as not approving the application before it.

(f) The Owners Corporation may revoke an approval if an Owner does not comply with the conditions in the approval.

Section 3. Authority to approve Solar Panels.

- i. The Owners Corporation delegates to the Strata Committee under section 110(6)(b) of the Act, the authority to approve solar panels as defined in this By-law to all lots within the strata scheme.
- ii. Upon receiving an application for solar panels, the secretary or Strata Managing agent must convene a meeting of the Strata Committee within the timeframes and within provisions of the Act and Regulations.



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- iii. The meeting may be convened and conducted by electronic means, if the Owners Corporation or Strata Committee has approved pre-meeting voting and electronic voting.
- iv. In the event the committee doesn't wish to meet or is unable to meet, approval may be provided by a majority of the committee in writing, either electronically or via post.
- vii. The Strata Committee may not unreasonably withhold approval for a solar panels, however where the committee does withhold approval, the owner may refer their application for solar panels to the Owners Corporation for determination at a general meeting.
- viii. Where a general meeting is required pursuant to clause 3(vi) of this By-law, all costs associated with the production of that meeting will be borne by the owner of the lot to which the application applies, unless the application is to be determined at the next Annual General Meeting of the Owners Corporation or the strata committee agrees that the Owners Corporation will assume the expense.

#### Section 4. Pre-conditions to commencing solar panel installation.

- (a) the provisions of this by-law apply to all solar panel works, whether to a Lot or to Common Property.
- (b) Owners must not commence to carry out solar panel works unless:
  - (i) the Owners Corporation has approved the works in accordance with this by-law.
  - (ii) the Owners Corporation has approved the plans and specifications for the solar panel works in accordance with this by-law.
  - (iii) all necessary consents from the relevant Authorities have been procured (including a Development Consent (if applicable)) and copies provided to the Owners Corporation;
  - (iv) all relevant insurances (if applicable) are in place and copies of the policy and the certificate of Currency provided to the Owners Corporation;
  - (v) the bond (if any) required by the Owners Corporation has been paid to the Owners Corporation;
  - (vi) the Owners Corporation has been given reports and any other information requested by the Owners Corporation in connection with the solar panel works; and
  - (vii) the Owners Corporation has been given details of the builder/contractor carrying out the works (and a point of contact (including name and telephone number)).

#### Section 5. Conditions when installing solar panels.

When carrying out solar panel works an Owner to whom approval has been granted must:

- (a) comply with the reasonable requirements of the Owners Corporation and any conditions in the approval from the Owners Corporation;
- (b) comply with the requirements 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 to other Owners and Occupiers as is practicable;
- (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 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; and
- (k) ensure the works are only carried out within the times permitted by any Development Consent or (if applicable) within the times permitted by the approval from the Owners Corporation.

#### Section 6. Solar panel works must comply with Laws and requirements of Authorities.

An Owner who has carried out a solar panel installation 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.



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#### Section 7. Indemnity.

An Owner who has carried out a solar panel installation agrees to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses, expenses and damages incurred by the Owners Corporation:

- (a) in connection with the solar panels (including costs for approving the application); and
- (b) arising out of damage to property (including, without limitation, to the Common Property) or injury to persons as a result of carrying out the solar panel installation or resulting from the solar panels once installed.

#### Section 8. Right in Owners Corporation to remedy.

At its discretion, the Owners Corporation may:

- (a) perform any obligation which an Owner has failed to perform, within a reasonable time after written notice from the Owners Corporation;
- (b) enter any part of the Parcel to carry out its rights in this by-law; and
- (c) recover the costs incurred by the Owners Corporation in carrying out its rights in this by-law as a debt due and owing to the Owners Corporation by the Owner of the relevant Lot, together with interest on any monies due to the Owners Corporation under this by-law and not paid within one month of written demand for payment, such interest to be calculated on daily balances at the rate of 10% per annum, and calculated from the date of receipt by the Owner of the relevant invoice until payment is made.

#### Section 9. Future alteration to solar panels.

Owners and Occupiers must not make any alterations, additions or modifications to the solar panels once installed, without following the procedures in this by-law.

#### Section 10. Solar Panels Not Permitted to Remain

Owners must not permit to remain on their Lot or Common Property any solar panel items which have not been approved by the Owners Corporation in accordance with this by-law. This provisions of this by-law do not apply to any solar panels carried out prior to the date of registration of this bylaw.

## **27 Car Charger Works (EV Charging)**

### **Registration Date: 21/06/2022**

#### Part 1 - Preamble

##### Car Charger Works (EV Charging) By-Law

1.1 The purpose of this by-law is to administer a programme for the following:

- (a) the granting of conditional approval from the Owners Corporation to the carrying out of Car Charger Works; and
- (b) to regulate the maintenance, repair and replacement of those Car Charger Works.

#### Part 2 - Definitions & Interpretation

##### 2.1 Definitions

In this by-law, unless the context otherwise requires:

- (a) Act means the Strata Schemes Management Act 2015.
- (b) Architectural Code means the architectural code for the Building, in the strata management statement applicable to the strata scheme;
- (c) Australian Standards means the standards, codes and regulations which govern building and construction work from time to time as relevant and applicable to the particular works being carried out by the Owner.
- (d) Authority means any government, semi-government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over the Lot or the Building including but limited to the local council, a court or a tribunal.
- (e) Building means the building situated on the parcel;
- (f) Car Charger Works means any works involving the installation of a device for the purpose (either dominant or ancillary) of charging a car battery solely benefiting and for the sole use of a particular Lot.
- (g) Insurance means:
  - (i) Contractors all risk insurance (including public liability insurance) in the sum of \$20,000,000.00;
  - (ii) Insurance required under the Home Building Act 1989 (if any); and



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- (iii) Workers' compensation insurance.
- (h) Lot means any lot within the strata plan number.
- (i) Owner means the owner(s) of a Lot.
- (j) Owners Corporation means the owners corporation constituted upon the registration of the Strata Plan.

#### 2.2 Interpretation

In this by-law, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) unless the context otherwise requires, a reference to the Owners Corporation includes the building manager, strata managing agent, any member of the strata committee or any person authorised by the Owners Corporation from time to time;
- (e) references to legislation include references to amending and replacing legislation;
- (f) unless the context otherwise requires, a reference to the Owner includes any of the Owner's executors, administrators, successors, permitted assigns or transferees;
- (g) to the extent of any inconsistency between the by-laws applicable to the Strata Plan and this bylaw, the provisions of this by-law shall prevail; and
- (h) if any provision or part of a provision in this by-law whether held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

#### Part 3 - Conditions

##### Before Commencement

3.1 Before commencement of and Car Charger Works, an Owner must:

- (a) provide a written application to the strata committee to carry out the Car Charger Works, that includes the following information:
  - (i) plans and specifications (including a scope of works) for the proposed Car Charger Works, in particular, details in relation to:
    - (I) detailed location of all Car Charger Works including a location map of the works superimposed against the strata plan and the electrical connection;
    - (II) any change to the external appearance of the Lot or common property;
    - (III) any work involving waterproofing;
    - (IV) Details on how the Car Charger will be metered.
  - (ii) the manufacturer or supplier's brochure setting out the specifications of the Car Charger Works;
  - (iii) a copy of the licence details and certification of the contractor(s) engaged (or who will be engaged) by the Owner to carry out the Car Charger Works;
  - (iv) copies of certificate of currency of all Insurance for the Car Charger Works;
  - (v) a copy of any order, consent, permit or approval that may be required by an Authority, including but not limited to any conditions of complying development certificate or development consent issued under the Environmental Planning and Assessment Act 1979;
  - (vi) details for the supply of power for the Car Charger Works (including the steps to connect and disconnect the Car Charger Works for that supply), being a connection to a power supply exclusively servicing the Owner's Lot;
  - (vii) if the proposed Car Charger Works affects another Lot, consent of that lot to the works;
  - (viii) confirm in writing that information as provided under this clause 3.1 is accurate, clear and complete in all respects.

3.2 Upon receipt of the written application contemplated by clause 3.1, the strata committee shall review the written application within 30 days of receipt and, at its reasonable discretion:

- (a) object the application by one of more reason as detailed under clause 3.5; and
- (b) request the Owner provide additional details of the Car Charger Works, including but not limited to further specifications, engineer's reports or certifications.

3.3 The Owner may carry out the Car Charger Works:



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(a) so long as they are compliant works, in all respects, as detailed under clause 3.5 below including any guidelines as contemplated therein; and

(b) the strata committee has not notified the Owner in writing within 30 days of receipt of the written application with respect to a matter under clause 3.2 above.

For the avoidance of doubt, to the extent where the Car Charger Works are cosmetic works under section 109 of the Strata Schemes Management Act 2015 NSW, the Owner may carry out those cosmetic works without the need for prior approval of the owners corporation but it must nonetheless observe all provisions of this by-law so far as practical.

#### Access

3.4 At least two (2) days prior to the commencement of the Car Charger Works or an aspect of the Works the Owner shall make arrangements with the building manager regarding:

(a) the suitable times and method for the Owner's contractors to access the Building to undertake the Car Charger Works; and

(b) the suitable times and method for contractors to park their vehicles on common property whilst the Car Charger Works are being conducted.

#### Compliant Works

3.5 To be compliant under this by-law, Car Charger Works:

(a) must be in accordance with clauses 3.1 - 3.4 in all respects;

(b) must be in keeping with the appearance and amenity of the Building in the reasonable opinion of the Owners Corporation having regard to the existing use of the subject areas of the Car Charger Works and the works must not change the external appearance and character of a lot in the relevant areas;

(c) must comply with the Architectural Code;

(d) must be manufactured, designed and installed to specifications for domestic use;

(e) must be in keeping with the information:

(i) provided to the strata committee in accordance with clauses 3.1(a) and 3.2(b); and

(ii) provided to any Authority in connection with the approval of the Car Charger Works by that Authority;

(f) must not be in a location that will or likely to be adversely affecting the lawful use of common property by another lot or Owners Corporation, or otherwise the lawful use of another lot;

(g) must not adversely affect the structural integrity of the Building or part thereof and not involve any structural change;

(h) must not involve or necessitating any waterproofing works;

(i) must be constructed and maintained in accordance with Australian Standards or any such standard applying to the works;

(j) must be in keeping with fire safety standards;

(k) comply and continue to comply with this by-law;

(l) with respect to the required electricity supply to operate the Car Charger Works, it must be directly wired, connected, metered, drawn and charged against benefitting Lot and not against the common property electricity supply in any way, or alternatively the Owners Corporation are to be reimbursed by the lot owner for the electricity consumption used, using a billing agent to be approved by the owners corporation; and

(m) must comply with those guidelines as set out in Annexure A (where applicable and if attached) or as maybe determined by the Owners Corporation from time to time.

Where the Car Charger Works comply with the provisions under this clause 3.5, they are deemed as Minor Renovations under section 110 of the Strata Schemes Management Act 2015 NSW and are hereby approved by the Owners Corporation.

#### During Construction

3.6 Whilst the Car Charger Works are in progress the Owner of the Lot at the relevant time must:

(a) transport each item including but not limited to construction materials, equipment and debris in compliance with the reasonable directions of the Owners Corporation;

(b) protect all areas of the Building, both internal and external to the Lot, from damage:



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- (i) by the Car Charger Works;
- (ii) by the transportation of construction material, equipment, debris and other material associated with the Car Charger Works; and
- (iii) by the removal of any part of the Car Charger Works.
- (c) keep all areas of the Building outside the Lot clean and tidy;
- (d) only perform the Car Charger Works between 9.00 am and 5.00 pm on Monday to Friday inclusive and not carry out the Car Charger Works on weekends and public holidays;
- (e) immediately arrange for the removal of all construction materials and debris from the Building, with no material or debris deposited in the common property garbage disposal areas;
- (f) take all reasonable steps to minimise discomfort, disturbance, obstruction or interference with the use and enjoyment by other occupiers of the Building;
- (g) ensure that the common property is kept clean of any waste created by the Car Charger Works daily and in accordance with the Owners Corporation's directions;
- (h) comply and ensure that the Owner's contractor complies with all requirements, directions and orders of the strata committee and any Authority; and
- (i) not vary the Car Charger Works without first obtaining the consent in writing of the Owners Corporation.

3.7 The Car Charger Works shall be carried out:

- (a) in a proper and workmanlike manner;
- (b) in accordance with the provisions of all applicable building codes and standards;
- (c) in accordance with the drawings and specifications approved by an Authority where applicable and the Owners Corporation;
- (d) using materials that are new and fit for the purposes to which those materials are put;
- (e) by appropriately licensed contractors;
- (f) with due diligence and within the time stipulated in this by-law, or if no time is stipulated, within a reasonable time; and
- (g) in a manner so as to result in the Car Charger Works (or area surrounding the Car Charger Works) being reasonably fit for occupation.

After construction

3.8 After the Car Charger Works have been completed the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the Car Charger Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Car Charger Works and not permitted by this by-law has been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Car Charger Works;
- (d) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to check compliance with this bylaw or any consents provided under this by-law.

Statutory and other requirements

3.9 The Owner must:

- (i) comply with all requirements of the Owners Corporation, the by-laws applicable to the strata scheme and all directions, orders and requirements of all relevant statutory authorities, including the local council relating to the Car Charger Works;
- (ii) ensure that the respective servants, agents and contractors of the Owner comply with the said directions, orders and requirements;
- (iii) ensure that the warranties provided under any contract are, so far as relevant, complied with.

Enduring rights and obligations

3.10 An Owner must:

- (a) properly maintain, replace and keep in good and serviceable repair any Car Charger Works installed benefiting their lot;



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- (b) properly maintain and upkeep those parts of the common property in contact with the Car Charger Works;
- (c) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if:
  - (i) the Car Charger Works are removed or relocated; or
  - (ii) the Owner who has installed the Car Charger Works transfers or disposes of their interest in the Lot (unless an incoming Lot Owner requests the Car Charger to remain.
- (d) pay for all of the following costs:
  - (i) the costs of installing and maintaining the Car Charger Works;
  - (ii) the costs of all power in connection with the car charger the subject of the Car Charger Works including but not limited to electricity;
  - (iii) fees for convening any meeting or obtaining advice to consider the proposal including any other reasonable professional fees required to consider the proposal including strata management fees or engineering fees.
- (e) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the installation, use, repair, replacement or removal of any Car Charger Works including any liability in respect of the property of the Owner.

#### Default

3.11 Should the Owner fail to comply with any obligation under this by-law:

- (a) the Owners Corporation may request, in writing, that the Owner complies with the terms of the by-law and the Owner must take all reasonable steps to comply with the Owners Corporation's request;
- (b) without prejudice to any other rights, the Owners Corporation may enter upon the Lot to inspect and to carry out any reasonable work to rectify the Owner's breach of this by-law;
- (c) the Owner shall indemnify the Owners Corporation against any liability, costs, loss or expense incurred by the Owners Corporation should the Owners Corporation be required to carry out any work to rectify the Owner's breach of this by-law; and
- (d) the Owners Corporation may recover from the Owner, as a debt in a forum of competent jurisdiction, all of the Owners Corporation's reasonable costs incurred by the Owners Corporation arising out of or in relation to the Owner's breach of this by-law, including but not limited to interest, strata managing agent's fees, expert fees, legal costs and any other expense of the Owners Corporation reasonably incurred in recovering such debt.

#### Applicability

3.12 In the event that the owner desires to remove the Car Charger Works installed under this by-law (or otherwise), the provisions of Part 3 of this by-law shall also apply in relation to that removal.

## **28 Lot Owner Charges**

**Registration Date: 04/05/2023**

#### Introduction

The intent of this By-Law is to provide the Owners Corporation with a mechanism to recover the reasonable expenses incurred by the Owners Corporation when addressing administrative and other issues on behalf of individual Lot Owners.

#### Lot Owner Obligations & Rights

- a) A Lot Owner shall be liable to compensate the Owners Corporation for the costs of any Administrative Charges incurred by the Owners Corporation as follows (but not limited to):
  - I. Tenant updates to the Strata Roll pursuant to Section 258 of the Act.
  - II. Administrative Fees imposed to arrange afterhours emergencies.
  - III. By-Law Breaches
  - IV. Fines for the late submission of the A.F.S.S.
  - V. Additional Inspection Fees to gain access to a Lot during the A.F.S.S. (except for the initial inspection).
  - VI. Security key and key fob/swipe Administration Fees
  - VII. Arrears Fees and Debt Collection Charges for the recovery of overdue Levies.



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VIII. Levy Notice Postage Fees.

IX. Arranging repairs and maintenance for Lot property items.

X. Animal/Pet request Application Fees, including the addition of approved animals to a pet register where applicable.

XI. Renovation request Application Fees, including the addition of the renovations to a register where applicable.

XII. Costs for defending an adjudication, tribunal or other legal application made by a Lot Owner or for the costs of Debt Recovery action initiated by the Owners Corporation or the Owners Corporation's agents.

XIII. Any other Administrative Fee deemed reasonable by the Strata Committee.

b) Any Administration Fee charged by the Owners Corporation to a Lot Owner shall be applied to the Lot as a Debt. Where an Administrative Fee has been applied pursuant to this By-Law, a Lot Owner may apply to the Owners Corporation or Strata Committee that the Administrative Fee be reduced or waived. In the event the Owners Corporation rejects a request made by a Lot Owner, all charges imposed by this By-Law shall stand.

#### **Owners Corporation Obligations & Rights**

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

a) The Owners Corporation shall have the power to recover all costs outlined above from a Lot Owner as a Debt by way of a Levy charged to the Lot.

b) The Owners Corporation must serve upon the Owner a written notice of the contribution payable.

c) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act.

d) The Owners Corporation may initiate Debt Recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.

e) All monies recovered by the Owners Corporation shall form part of the Fund to which the relevant contribution belongs.

#### **Definitions**

The following terms are defined to mean:

'Common Property' means those elements of the building noted as Common Property on the registered Strata Plan for the scheme.

'Lot' means any Lot in the Strata Plan.

'Owner' means the Owner/s of the Lot.

'Occupier' means the Occupier of a Lot.

'Owners Corporation' means the Owners Corporation created by the registration of a Strata Plan.

'Strata Committee' means the Strata Committee elected by the Owners Corporation at any given time.

'The Act' means the Strata Schemes Management Act 2015. Where any terms used in this By-Law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

'Works' means any repair, maintenance, replacement or refurbishment undertaken at the Strata Scheme.

## **29 Enforcement of By-Laws**

### **Registration Date: 04/05/2023**

#### **Compliance with By-Laws**

Each Owner, Occupier and Permitted Person must, at their own expense and in a timely fashion, perform and observe the By-Laws for the scheme and take all reasonable steps to ensure that their invitees also comply. If an invitee does not comply, the Owner or Occupier must take all reasonable steps to ensure that the invitee leaves the scheme.

#### **Enforcing a By-Law**

a) The Owners Corporation may do anything in a Lot or on the Common Property that an Owner or Occupier should have done under the Act or the By-Laws but which it has not done or, in the opinion of the Owners Corporation, has not been done properly.



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- b) The Owners Corporation may enforce a By-Law by legal means.
- c) The Owners Corporation, Strata Committee or Strata Manager may issue notices to an Owner or Occupier informing them of a breach of the By-Laws for the scheme.
- d) The Owners Corporation, Strata Committee or Strata Manager may issue a 'Notice to Comply' pursuant to Section 146 of the Act for non-compliance of the By-Laws and notices of the same.
- e) The Owners Corporation, Strata Committee or Strata Manager may seek a monetary penalty pursuant to Section 147 of the Act for a breach of a 'Notice to Comply'.
- f) Unless instructed by the Strata Committee, the Owners Corporation will not be involved in a dispute between the Owners and/or Occupants of two lots.

#### Owners Corporation Right to Remedy Breach

Where the Owner or Occupier (or the visitor/s) of a Lot breaches a By-Law, the Owners Corporation reserve the right to apply the following administrative fees for communicating and/or remedying the breach to the offending Lot Owner:

- a) A fee of \$50 for notifying in writing to, or remedying a breach of a By-Law for, the Owner or Occupier of a Lot for a second time (the first notification will bear no Administrative Fee).
- b) A fee of \$100 for notifying in writing to, or remedying a breach of a By-Law for, the Owner or Occupier of a Lot for a third time.
- c) A fee of \$250 for notifying the Owner or Occupier of a Lot with respect to Section 146 of the Act by issuing a notice to comply with a By-Law.

Any Administration Fee charged by the Owners Corporation to a Lot Owner shall be applied to the Lot as a debt. Where an Administrative Fee has been applied pursuant to this By-law, a Lot Owner may apply to the Owners Corporation or Strata Committee that the Administrative Fee be reduced or waived. In the event the Owners Corporation rejects a request made by a Lot Owner, all charges imposed by this By-Law shall stand.

#### Definitions

The following terms are defined to mean:

'Common Property' means those elements of the building noted as Common Property on the registered Strata Plan for the scheme.

'Lot' means any Lot in the Strata Plan.

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the Owners Corporation created by the registration of a Strata Plan.

'Strata Committee' means the Strata Committee elected by the Owners Corporation at any given time.

'Strata Manager' means the Strata Managing Agent for the Owners Corporation.

'the Act' means the Strata Schemes Management Act 2015. Where any terms used in this By-Law are defined in the Strata Schemes Management Act 2015 (and any subsequent legislation), they will have the same meaning as the terms attributed under that Act.

#### **BL16 Keeping of Animals amended as follows:**

##### **Registration Date: 21/03/2022**

The Owner or Occupier of a lot may keep an animal on a lot unless the keeping of the animal unreasonably interferes with another occupant's use and enjoyment of the occupant's lot or the common property, pursuant to Clause 3 of this By-Law. Owners and Occupiers must register any cat or dog that you keep with the Owners Corporation and provide any details that the Owners Corporation requires, including the breed, colouring, age and name of the animal and a photograph of the animal.

##### 1. The Keeping of Animals

The Owner or Occupier of a lot may keep:

- a) goldfish or other similar fish in a fish tank or indoor aquarium;
- b) canaries, budgerigars or similar birds kept indoors at all times;
- c) one or two domestic cats, one or two dogs or one domestic cat and one dog with the consent of the Owners



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Corporation which consent must not be unreasonably withheld. All cats and dogs must be microchipped and registered with the appropriate authorities. You must give evidence of such registration to the Owners Corporation before the animal is brought into the building and on request by the Owners Corporation; and

d) provided it is microchipped and registered under the Companion Animals Act 1998 (NSW), a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability if you or another person who lives with you needs the dog or other animal because of a visual disability, a hearing disability or any other disability. You must give evidence of such registration to the Owners Corporation before the animal is brought into the building and on request by the Owners Corporation.

#### **2. Informing the Owners Corporation**

The Owner or Occupier of a lot must register any cat or dog that you keep with the Owners Corporation and provide any details that the Owners Corporation requires, including the breed, colouring, age and name of the animal and a photograph of the animal.

#### **3. Unreasonable Interference**

The circumstances in which the keeping of an animal unreasonably interferes with another occupant's use and enjoyment of the occupant's lot or the common property are:

- a) the animal makes a noise that persistently occurs to the degree that the noise unreasonably interferes with the peace, comfort or convenience of another occupant, or
- b) the animal repeatedly runs at or chases another occupant, a visitor of another occupant or an animal kept by another occupant, or
- c) the animal attacks or otherwise menaces another occupant, a visitor of another occupant or an animal kept by another occupant, or
- d) the animal repeatedly causes damage to the common property or another lot, or
- e) the animal endangers the health of another occupant through infection or infestation, or
- f) the animal causes a persistent offensive odour that penetrates another lot or the common property, or
- g) for a cat kept on a lot-the owner of the animal fails to comply with an order that is in force under the Companion Animals Act 1998, section 31, or
- h) for a dog kept on a lot
  - i. the owner of the animal fails to comply with an order that is in force under the Companion Animals Act 1998, section 32A, or
  - ii. the animal is declared to be a menacing dog or a dangerous dog under the Companion Animals Act 1998, section 34, or
  - iii. the animal is a restricted dog within the meaning of the Companion Animals Act 1998, section 55(1).

#### **4. Controlling Animals**

If the Owner or Occupier of a lot has an animal under this by-law they must ensure that the animal does not wander onto:

- a) another Apartment; or
- b) Common Property.

The Owner or Occupier of a lot must ensure that the animal does not make any noise that causes unreasonable disturbance or interferes with the reasonable quiet enjoyment of any other Owner or Occupier, including, without limitation, intermittent or ongoing noise that is audible in another Apartment.

#### **5. Cleanliness**

An Owner or Occupier of a lot must:

- a) ensure that their pet(s) are kept in a clean and hygienic condition;
- b) ensure that dogs or cats or other pets do not defecate or urinate anywhere other than in a pet litter tray or box within the lot;
- c) keep any pet litter tray or box clean and odour free;
- d) ensure no pet related odours are at any time emitted from the lot (including any Balconies); and
- e) not allow any pet faeces, urine or hair or pet litter tray contents to enter the Building drainage system or



A handwritten signature in black ink, appearing to be 'Anita Dalag'.

## By-Laws

Electronic signature of me, Anita Dalag,  
affixed by me, on 04/05/23 at 2:00 PM  
Property & Stock Agent Act 2002 Licence No  
867112

### **Strata Plan 82944** **47 CAMELLIA AVENUE GLENMORE PARK**

---

common property.

#### 6. Owners Corporation Right to Remedy Breach

Where the Owner or Occupier of a lot breaches this By-Law and allows an animal to unreasonably interfere with another occupant's use and enjoyment of the occupant's lot or the common property, the Owners Corporation reserve the right to apply the following administrative fees for communicating and/or remedying the breach to the offending lot owner:

- a) A fee of \$50 for notifying in writing to, or remedying a breach of this By-Law for, the Owner or Occupier of a Lot for a second time (the First notification will bear no administrative fee);
- b) A fee of \$100 for notifying in writing to, or remedying a breach of this By-Law for, the Owner or Occupier of a Lot for a third time; and
- c) A fee of \$250 for notifying the Owner or Occupier of a Lot with respect to Section 146 of the Strata Schemes Management Act 2015 by issuing a notice to comply with this By-Law.

Any administration fee charged by the Owners Corporation to a lot owner shall be applied to the lot as a debt. Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived. In the event the Owners Corporation rejects a request made by a lot owner, all charges imposed by this By-law shall stand.



Form: 15CH  
Release: 2.3

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

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

New South Wales  
Strata Schemes Management Act 2015  
Real Property Act 1900

**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 82944
--

(B) LODGED BY

Document Collection Box  <b>573X</b>	Name		CODE  <b>CH</b>
	Company	NETWORK STRATA SERVICES	
	Address	PO BOX 265 HURSTVILLE BC NSW 1481	
	E-mail	admin@netstrata.com.au      Contact Number 1300 638 787	
	Customer Account Number	123421L      Reference 82944	

- (C) The Owner-Strata Plan No. 82944 certify that a special resolution was passed on 31/1/2023
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows –
- (E) Repealed by-law No. NOT APPLICABLE
- Added by-law No. Special By-Law 28,29
- Amended by-law No. NOT APPLICABLE
- as fully set out below :



- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A.
- (G) The seal of The Owners-Strata Plan No. 82944 was affixed on 4/5/2023 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature :  **Electronic signature of me, Anita Dalag, affixed by me, on 04/05/23 at 2:00 PM**  
**Property & Stock Agent Act 2002 Licence No 867112**

Name : ANITA DALAG- NETSTRATA

Authority : Appointed Managing Agent

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Authority : \_\_\_\_\_

**Owners Corporation Consent**

Strata Scheme No 82944

Date 04 May 2023

CP/SP 82944

**Owners Corporation consent to the registration of Consolidation of Registered By-Laws of SP 82944**

Dear NSW LRS,

I am the person authorised for Owners Corporation SP 82944 by section 273 Strata Schemes Management Act 2015.

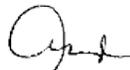
I Consent to the registration of the following documents that have been lodged over the Land:

- Registration of Change of By-Laws and Consolidation of Registered By-Laws.
- Approved Form Change of By-Laws, Consolidation of Registered By-laws Plans & diagrams

Regards

**Attestation**

The seal of The Owners - Strata Plan No 82944 was affixed on 04/05/23 in the presence of the person authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

  
Signature:..... Name: Anita Dalag (Netstrata) Authority: Appointed Strata Agent  
Electronic signature of me, Anita Dalag, affixed by me, on 04/05/23 at 2:00 PM  
Property & Stock Agent Act 2002 Licence No 867112

^ Insert appropriate date

“WARNING”



THIS CONSENT IS NOT A SUBSTITUTE FOR AN APPROVED FORM IF REQUIRED TO BE LODGED

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Sheet 1 of 61 sheets



DP270546 M

# COMMUNITY MANAGEMENT STATEMENT

and

## BY-LAWS

### "ELYSIA"

## GLENMORE PARK NSW

---

Elysia

7 February 2008

Community Management Statement



TERMS OF INSTRUMENT NOT  
CHECKED IN LAND AND  
PROPERTY INFORMATION

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Sheet 2 of 61 sheets

Approved Form 28

*Community Land Development Act 1989*

*Community Land Management Act 1989*

**COMMUNITY MANAGEMENT STATEMENT**

**"ELYSIA"**

**LOT 9001, CNR GLENMORE PARKWAY & CAMELLIA AVENUE, GLENMORE PARK NSW**

***Warning***

The terms of this management statement are binding on the community association and each person who is a proprietor, lessee, occupier or mortgagee in possession of a community lot within the community scheme.

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## INTRODUCTION

### WHAT IS A COMMUNITY MANAGEMENT STATEMENT?

A Community Management Statement is a set of By-Laws and plans that regulate the management and operation of a Community Scheme.

A Community Management Statement informs a Community Association, owners and occupiers of Lots as to things they can and cannot do and provide information on things they must do. It is an essential document for everyone who lives in a Community Scheme.

A Community Management Statement binds:

- The Community Association
- Each Subsidiary Scheme
- Each person who is an owner, occupier, lessee or mortgagee in possession of a Lot

### ABOUT ELYSIA

The Elysia development is a 4 Stage residential development located at Glenmore Parkway Cnr Camellia Avenue Glenmore Park NSW comprising:

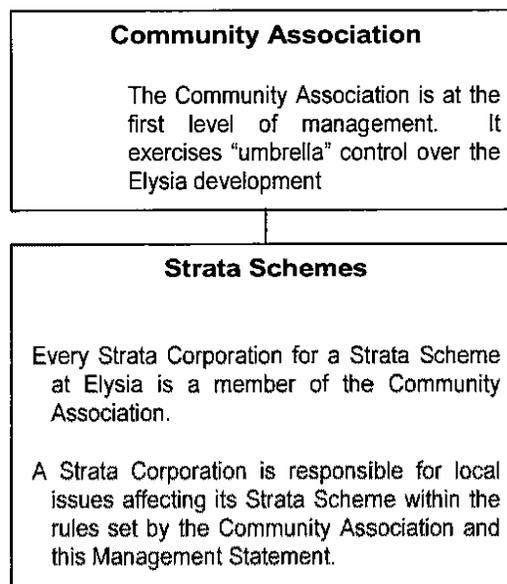
- (a) in Stage 1, 13 Strata Title Townhouses
- (b) in Stage 2, 16 Strata Title Units
- (c) in Stage 3, 12 Strata Title Units
- (d) in Stage 4, 15 Strata Title Units

Elysia is a Community Scheme. The land will be subdivided into 5 lots comprising:

- 1 Community Lot
- 4 Community Development Lots (each to be strata subdivided into a total of 56 Strata Lots)

## Management structure

As a Community Scheme, Elysia has a two-tiered management structure that works like this:-



## DO I HAVE TO COMPLY WITH THIS MANAGEMENT STATEMENT?

An owner or occupier of a Lot is required to comply with this Management Statement.

The Community Association and Strata Corporations are also required to comply with this Management Statement.

## HOW DOES THIS MANAGEMENT STATEMENT WORK?

### Parts of the Management Statement

There are five (5) parts in this Management Statement:-

#### Part 1 By-Laws Fixing Details of Development

By-Laws about the purpose of this Management Statement and how it works are in Part 1.

#### Part 2 By-Laws Regarding Restricted Community Property

#### Part 3 Mandatory Matters

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By-Laws about the Community Association, insurance, contracts and meetings of the Executive Committee of the Community Association are in Part 3.

## **Part 4 Optional Matters**

By-Laws about your obligations as an owner or occupier at Elysia are in Part 4.

## **Part 5 – By Laws Required by Public Authorities**

By-Laws required by Public Authorities are in Part 5.

## **RESTRICTED PROPERTY BY-LAWS**

Restricted property By-Laws are By-Laws which restrict use of parts of Community Property to certain persons or groups. Restricted property By-Laws are generally found in Part 2 of this Management Statement.

The Community Association may change or cancel restricted property By-Laws only by special resolution and with the written consent of each person who has the restricted use rights.

The Community Association cannot make, change or cancel restricted property By-Laws during the initial period.

## **PUBLIC AUTHORITY BY-LAWS**

Public authorities (eg. Council) have required the Developer to include By-Laws in this Management Statement. These are Public Authority By-Laws.

The Community Association may change Public Authority By-Laws only by special resolution and with the written consent of the Public Authority.

## DEFINITIONS, INTERPRETATIONS AND GENERAL

### A. MEANING OF WORDS

The following words have these meanings in the By-Laws unless the contrary intention appears:-

**"Acoustic Standards"** means the acoustic standards contained in Part 4 to this Community Management Statement and as prescribed by:

- (i) the Community Association from time to time in respect of the Community Property; and
- (ii) each Strata Corporation for its respective Strata Scheme as appropriate and as amended from time to time with the consent of the Community Association.

**"Animal"** means small dog, cat, or bird.

**"Annual General Meeting"** means an annual general meeting of the Community Association other than the first annual general meeting.

**"Applicant"** means:-

- (i) in relation to an application to add or to alter Architectural Standards or Landscape Standard - an owner of a Lot who applies to the Community Association for the addition or alteration; or
- (ii) in relation to a Building Modification, a Landscape Modification or a New Construction - an owner of a Lot or a Strata Corporation who submits plans and specifications to the Review Sub-Committee for approval.

**"Architectural Standards"** means the architectural standards contained in Part 1 to this Community Management Statement and as prescribed by:-

- (i) the Community Association from time to time in respect of Community Property; and
- (ii) each Strata Corporation for its respective Strata Scheme as appropriate and as amended from time to time with the consent of the Community Association.

**"Association"** means the Community Association.

**"Authorised Persons"** means a person on the Community Property with the consent express or implied of an owner or occupier of a Lot, the Community Association or a Strata Corporation.

**"Board"** means the Community Schemes Board constituted under the Management Act.

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**"Building"** means the building or buildings comprising Elysia.

**"Building Modification"** means any modification, addition, alteration or exterior colour change made on or to an existing building or structure on Strata Lot or Community Property.

**"By-Law"** means a By-Law included in the Management Statement or under the Management Act or the Development Act in force in the Community Scheme as amended from time to time.

**"Colour Scheme"** means the colour scheme of Elysia as established by the Developer or Community Association.

**"Common Property"** means the common property in a Strata Scheme created on registration of a Strata Plan

**"Community Association"** means the corporation that:-

- (i) is constituted by Section 25 of the Development Act on registration of the Community Plan; and
- (ii) is established as a Community Association by Section 5 of the Management Act.

**"Community Development Lot"** means a Lot in the Community Plan which is not Community Property and is not land that has become subject to a Strata Corporation or a Lot that has been severed from the Community Scheme.

**"Community Facilities"** means any structures, roadways, swales, and other improvements situated on Community Property.

**"Community Lot"** means the lot shown in the Community Plan as a Community Lot.

**"Community Parcel"** means land the subject of a Community Scheme.

**"Community Plan"** means deposited plan number .

**"Community Property"** means the Lot shown in the Community Plan as Community property and other property of the Community Association as identified in this Management Statement.

**"Community Scheme"** means:-

- (i) the subdivision of land by the Community Plan;
- (ii) the subdivision of land in the Community Plan by a Strata Plan;
- (iii) the proposals in any related Development Contract; and

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- (iv) the rights conferred, and the obligations imposed, by or under the Community Titles Legislation and the *Strata Schemes (Freehold Development) Act 1993* and the *Strata Schemes Management Act 1996* in relation to the Community Association, Community Property, the Strata Corporations and persons having interests in, or occupying Lots.

**“Community Titles Legislation”** means the *Development Act*, the *Management Act* and cognate legislation.

**“Council”** means Penrith City Council.

**“Developer”** means Tweedstone Pty Limited (ACN 112 196 362) or the owner for the time being of a Community Development Lot in the Community Plan.

**“Development Act”** means the *Community Land Development Act 1989* and the regulations made under this Act.

**“Development Activities”** means:

- (a) Any form of demolition work, building work or work ancillary to or associated with building work on the Community Property including without limitation the installation of Services;
- (b) Any form of landscaping work or ancillary to or associated with landscaping work on the Community Property;
- (c) Any form of work other than the forms of work referred to in paragraphs (a) and (b) of this definition which is considered necessary or desirable by the owners for the time being of all Community Development Lots.
- (d) The use of any part of the Community Property in connection with the forms of work referred to in paragraphs (a) to (c) of this definition; or,
- (e) The subdivision of land forming part of the Community Property.

**“Elysia”** means the development known as Elysia, Glenmore Parkway Cnr Camellia Avenue, Glenmore Park NSW 2745.

**“Executive Committee”** means the executive committee of the Community Association as constituted or elected from time to time under the Management Act.

**“First Annual General Meeting”** means the General Meeting convened and held under Section 9 of the Management Act.

**“Former Community Development Lot”** means a Strata Property that, before it became subject to a Strata Scheme, was a Community Development Lot.

**“Function”** includes a power, authority and duty.

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**"General Meeting"** means an annual general meeting or a special general meeting of the Community Association.

**"Interest Rate"** means interest a rate equal to 2% per annum above the interest rate quoted from time to time by the Community Association's bankers (as nominated by the Community Association) on overdraft accommodation in excess of \$100,000 applying at any time during the period that interest is payable.

**"Landscape Modification"** means any modification, addition or alteration made on or to an existing Landscaped area on a Strata Lot; or Common Property.

**"Landscape Standards"** means the landscape standards contained in Part 1 to this Community Management Statement and as prescribed by:

- (i) the Community Association from time to time in respect of Community Property; and
- (ii) each Strata Corporation for its respective Strata Scheme as appropriate and as amended from time to time with the consent of the Community Association.

**"Lot"** means a Community Development Lot or a Strata Lot and includes a lot in the Community Scheme and any lots into which it is subdivided.

**"Manager"** means the manager appointed by the Community Association pursuant to By-Law [        ].

**"Management Act"** means the *Community Land Management Act 1989* and regulations made under it.

**"Management Statement"** means the statement registered with the Community Plan from time to time added to, modified or amended in accordance with the Community Titles Legislation.

**"Managing Agent"** means an agent appointed under Section 50 of the Management Act. If the Community Association does not appoint a managing agent, Managing Agent means the secretary of the Community Association.

**"New Construction"** means building work that is intended to be carried out on a Strata Lot or Common Property.

**"Owner"** means a person for the time being recorded in the register as entitled to an interest in fee simple in a Lot and includes the registered proprietor of a Lot and includes an occupier, lessee, licensee or mortgagee in possession of that Lot.

**"Original Proprietor"** has the same meaning as that given to it by Section 3 of the Development Act and Section 3 of the Management Act.

**"Prescribed Diagram"** means the diagram relating to the Service Lines within the Community Plan and prescribed in Section 36 of the Development Act.

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**"Private Service"** means a service running through or servicing Lots or Community Property which is not a Statutory Service.

**"Public Place"** has the meaning ascribed to it under the *Local Government Act 1919* and Ordinances.

**"Recreation Lot"** means the Park Pavillion and adjacent open space located on the Community Property.

**"Sales Activities"** means activities relating to the sale, including sale by auction, of Lots leasing of Lots promotion and all ancillary activities.

**"Secretary"** means the secretary of the Community Association.

**"Service"** means a Private Service or Statutory Service.

**"Service Line"** means a pipe, wire, cable, duct, conduit or pole by means of which a Private Service is or is to be provided the location of which is illustrated in the Prescribed Diagram.

**"Service Provider"** means, without limitation, Agility, Sydney Water Corporation, Telstra Corporation Limited and Integral Energy and any authorities or corporations assuming their functions.

**"Sinking Fund"** means the sinking fund referred to in Section 12 Part 4 of Schedule 1 of the Management Act.

**"Statutory Service"** means a service running through or servicing Lots or Community Property provided by a Service Provider.

**"Strata Lot"** means a Lot within the meaning of the *Strata Schemes (Freehold Development) Act 1973* that is part of the Community Scheme.

**"Strata Scheme"** means:-

- (i) a strata scheme under the *Strata Schemes (Freehold Development) Act 1973* that includes Common Property and is part of a Community Scheme;
- (ii) the proposals in any related development contract; and
- (iii) the rights conferred, and the obligations imposed, by or under the *Strata Schemes (Freehold Development) Act 1973* and the Community Titles Legislation in relation to the scheme.

**"Strata Corporation"** means an Owners Corporation constituted under Section 11 of the *Strata Schemes Management Act 1996* for a Strata Scheme.

**"Strata Act"** means the *Strata Schemes (Freehold Development) Act 1973* and the *Strata Schemes Management Act 1996* and regulations made under those Acts.

**"Strata Property"** means the Land the subject of a Strata Scheme.

**"Strata Plan"** means a strata plan under the *Strata Schemes (Freehold Development) Act 1973* which includes common property.

**"Subsidiary Body"** means a Strata Corporation of the Community Scheme.

**"Treasurer"** means the treasurer of the Community Association.

B. In the By-Laws unless the contrary intention appears:-

- (i) a reference to an instrument includes any variation or replacement of it;
- (ii) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (iii) the singular includes the plural and vice versa;
- (iv) the word "person" includes a firm, a body corporate, an association or an authority;
- (v) 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;
- (vi) a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later; and
- (vii) headings are inserted for convenience and do not affect the interpretation of this Management Statement.
- (viii) a thing includes the whole or each part of it;
- (ix) a document includes any variation or replacement of it;
- (x) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- (xi) a person includes an individual, body corporate, incorporated association or authority, and their executors, administrators, successors, substitutes and assigns;
- (xii) the singular includes the plural and vice-versa.

C. If the whole or any part of a provision of the By-Laws is void, unenforceable or illegal, it is severed. The remainder of the By-Laws have full force and effect. A By-Law has no effect if the severance alters the basic nature of the By-Law or is contrary to public policy.

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- D. The Community Association may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy of the Community Association does not prevent a further exercise of that or of any other right, power or remedy. Failure by the Community Association to exercise or delay in exercising a right, power or remedy does not prevent its exercise.
- E. The rights, powers and remedies provided in the By-Laws are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of the By-Laws.
- F. A reference to an authority, institute, association or body or to any officer of them is in the event of that authority, institute, association, body or officer ceasing to exist or being reconstituted, renamed or replaced of their respective powers or functions being transferred to any other organisation or person deemed to be a reference to the organisation or officer established, constituted or appointed in lieu of or as replacement for or which or who serves substantially the same purposes or subject of that authority, institute association, body or officer.

## **G. INTERPRETING THIS MANAGEMENT STATEMENT**

1. A consent, notice or authorisation under this Management Statement must be given in writing.
2. In this Management Statement, a reference to:-
  - (i) a thing includes the whole or each part of it;
  - (ii) a document includes any variation or replacement of it;
  - (iii) a day means the period starting at midnight and ending twenty-four (24) hours later;
  - (iv) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
  - (v) a person includes an individual, a firm, a body corporate, an incorporated association or a Government Agency;
  - (vi) a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation and assigns);
  - (vii) the singular includes the plural and vice versa.
3. Headings do not affect the interpretation of this Management Statement.
4. The Community Association may exercise a right, power or remedy at its discretion and separately or with another right, power or remedy.

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5. A single or partial exercise of a right, power or remedy does not prevent the Community Association from further exercising that or of any other right, power or remedy.
6. Failure by the Community Association to exercise or delay in exercising a right, power or remedy does not prevent its exercise.
7. The rights, powers and remedies in this Management Statement are in addition to those provided by law.

## **PART 1 BY-LAWS FIXING DETAILS OF DEVELOPMENT**

These by-laws relate to the control and preservation of the essence or theme of the Community Scheme and as such may only be amended or revoked by unanimous resolution of the Community Association (see section 17(2) Community Land Management Act 1989).

### **BY LAW 1 ARCHITECTURAL STANDARDS AND LANDSCAPE STANDARDS**

#### **1.1 The standards**

##### **1.1.1 The Architectural Standards and Landscape Standards are:**

- (a) during the development period, as determined by the Original Proprietor; and
- (b) when paragraph (a) ceases to apply, as determined by the Community Association.

##### **1.1.2 A Strata Corporation may prescribe and serve on the Community Association Architectural Standards for the Strata Scheme.**

##### **1.1.3 The Architectural Standards of a Strata Scheme must be consistent with the Architectural Standards determined by the Community Association.**

##### **1.1.4 The Architectural Standards may include standards relating to signage and other advertising hoardings allowed to be displayed in Elysia.**

#### **1.2 Binding effect of standards**

Architectural Standards and Landscape Standards bind:-

- 1.2.1 the Community Association;
- 1.2.2 each owner or occupier of a Lot;
- 1.2.3 each Strata Corporation;
- 1.2.4 each Mortgagee in possession of a Lot; and
- 1.2.5 each Lessee of a Lot.

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## **BY LAW 2 AMENDING ARCHITECTURAL STANDARDS AND LANDSCAPE STANDARDS**

### **2.1 Right of Community Association to amend**

- 2.1.1 The Community Association may from time to time add or alter Architectural Standards and Landscape Standards for Community Property. Architectural Standards and Landscape Standards may not be added to or altered except in accordance with this By-Law.
- 2.1.2 A Strata Corporation may add to or alter Architectural Standards relating to its relevant Strata Plan only with the consent of the Community Association.

### **2.2 Right of owners of Lots and subsidiary bodies to apply for amendments**

- 2.2.1 The owner of a Community Development Lot may make application to the Community Association requesting additions or alterations to Architectural Standards applying to that owner's Lot.
- 2.2.2 The owner of a Strata Lot may make application to its respective Strata Corporation requesting additions or alterations to Architectural Standards applying to that owner's Lot or that Strata Corporation's Common Property.
- 2.2.3 An application must contain sufficient details of the proposed additions or alterations to enable the relevant Strata Corporation to understand with reasonable certainty the nature and extent of the proposed additions or alterations.
- 2.2.4 The Community Association may refer an application to a General Meeting for its decision.
- 2.2.5 The relevant Strata Corporation may refer an application to a General Meeting for its decision.
- 2.2.6 A Strata Corporation may request additional information to enable it to make a decision on an application.
- 2.2.7 A Strata Corporation must, within two (2) months after it has received all information required by it to make a decision, deliver to the Applicant a written decision.
- 2.2.8 Any amendments to Architectural and/or Landscape Standards must be in accordance with applicable Penrith Council Development Controls and Penrith Council Consent to amendments as required by relevant Development Controls.

### **2.3 Notification of amendments or variations**

- 2.3.1 If a Strata Corporation adds to or alters its Architectural Standards or Landscape Standards in accordance with By-Law 2.1.1 or 2.1.2 then the Community Association must, within a reasonable time, deliver a copy of the additions or alterations to each Strata Corporation and each owner of a Community Development Lot.

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- 2.3.2 The Community Association must, when requested by the owner of a Lot or a Strata Corporation, provide the owner of the Lot or the Strata Corporation at the reasonable cost of that owner or Strata Corporation with an up to date copy of the Architectural Standards and Landscape Standards.
- 2.4 The Executive Committee may, either generally or in specific cases, specify the plans, drawings and other documents which an applicant must submit with the application under the Architectural Standards.
- 2.5 An application made under the Architectural Standards must:
- (a) be in writing,
  - (b) include the plans, drawings and other documents specified by the Executive Committee for the type of work for which approval is being sought, and
  - (c) include enough information to give the Executive Committee enough information to make a decision about the application.
- 2.6 The Executive Committee may:
- (a) require an applicant to submit additional plans, diagrams or other information to assist in the decision making process, or
  - (b) waive any requirements required under the Architectural Standards and Landscape Standards about the plans, diagrams and other information which must be submitted with an application.
- 2.7 An application must be addressed to the Managing Agent.
- 2.8 The Executive Committee may act in its absolute discretion when it makes decisions about applications. The Executive Committee is not bound by its previous decisions.
- 2.9 The Executive Committee may appoint consultants to review and make recommendations about applications to it under the Architectural Standards and Landscape Standards (for example, appointing an architect or engineer to make recommendations for applications affecting the external appearance of a Lot).
- 2.10 The Executive Committee may require an applicant to pay the reasonable costs of consultants appointed under this clause.
- 2.11 Subject to this clause, the Executive Committee must review and make a decision about an application within one month after receiving the application. This period may be extended by agreement with the applicant.

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- 2.12 If the Executive Committee has appointed a consultant to review and make recommendations about an application, the Executive Committee must make a decision about the application within one month after the consultant's report has been received by the Executive Committee. This period may be extended by agreement with the applicant.
- 2.13 As soon as practicable after a decision has been made, the Executive Committee must advise the applicant of the decision in writing. The notification from the Executive Committee must:
- (a) state any conditions which attach to the approval, and
  - (b) if the application is not approved, state the reasons for the decision.
- 2.14 The Executive Committee has the power to make Standing Approvals to approve certain works or actions under the Architectural Standards and Landscape Standards.
- 2.15 The Executive Committee may impose conditions in respect of any approval. The conditions may include, without limitation:
- (a) a reasonable time frame in which the works must be completed,
  - (b) the hours and days during which the works must be carried out, and
  - (c) the methods of accessing Elysia to carry out the works.
- 2.16 The Executive Committee may revoke its approval if an applicant does not comply with the conditions for the approval.

**BY LAW 3      MODIFICATIONS AND NEW CONSTRUCTIONS BY COMMUNITY  
ASSOCIATION AND OWNERS**

- 3.1 If the Community Association wants to make a Building Modification, a Landscape Modification, or a New Construction to Community Property, the Community Association must comply with any Architectural Standards and Landscape Standards in force for the Community Property.
- 3.2 The owner or occupier of a Lot must not, except with the approval of the Community Association make any modification to an existing structure on a Lot or undertake any construction on a Lot including the building of a new structure, the change to the appearance of an existing structure or carry out any new landscaping or change any landscaping. Subject to obtaining the necessary approval from the Community Association such modification or construction must be carried out in accordance with the Architectural Standard and the Landscape Standards.
- 3.3 Prior to carrying out any work regulated by the Architectural Standards and Landscape Standards or which affect the external appearance of a Lot, an Owner must

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- (a) obtain all necessary approvals from the Executive Committee,
  - (b) obtain all necessary approvals from Government Authorities,
  - (c) locate all service lines and pipes, and
  - (d) obtain consent from the Executive Committee if the work will involve the interference or interruption of services to individual Lots or the Community Property.
- 3.4 Prior to carrying out any work not requiring the consent of the Executive Committee, an Owner of a Lot must inform the Executive Committee of the proposed work at least 14 days prior to the commencement of the work.
- 3.5 Subject to clause 3.3, the Executive Committee may require an Owner of a Lot to remove any item installed or work undertaken to a Lot if it affects or alters the external appearance of the Lot or the overall aesthetics of Elysia.
- 3.6 If an Owner of a Lot fails to remove or comply with the request of the Executive Committee given under clause 3.5, the Executive Committee may undertake the removal of the offending item or work and the cost of any such action by the Executive Committee shall be recovered from the Owner of the Lot.
- 3.7 Unless specifically authorised by an exclusive use by-law, an Owner of a Lot must not carry out any building work without the prior written consent of the Executive Committee.
- 3.8 An Owner of a Lot must comply with the requirements of the Architectural Standards and Landscape Standards and the by-laws when carrying out any building work.
- 3.9 Prior to carrying out any work under the Architectural Standards and Landscape Standards, an Owner of a Lot must:
- (a) comply with the reasonable requirements of the Executive Committee about the time and means by which to access Elysia to carry out the work, and
  - (b) ensure that contractors and any other persons involved in carrying out the work comply with the reasonable requirements of the Executive Committee about the times and means by which they must access Elysia to carry out the work.
- 3.10 In undertaking work under the Architectural Standards and Landscape Standards, an Owner of a Lot must:

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- (a) only use qualified, reputable and, where appropriate, licensed contractors approved by the Executive Committee,
- (b) carry out the work in a proper manner and to the reasonable satisfaction of the Executive Committee,
- (c) regularly remove debris and leave all areas of the Community Scheme clean and tidy for all periods during the work, and
- (d) repair any damage caused by the work (or persons carrying out the work on your behalf) to Community Property or the property of an Owner of another Lot

3.11 The Original Proprietor is not bound by this By-Law.

## **BY LAW 4 COMMUNITY PROPERTY AND COMMON PROPERTY**

- 4.1 Except in the event of an emergency where a person or property is at risk, the owner or occupier of a Lot must not, except with the approval of the Community Association or Strata Corporation leave anything on or obstruct the use of Community Property or Common Property.
- 4.2 Except in the event of an emergency where a person or property is at risk, the owner or occupier of a Lot must not damage Community Property or Common Property including without limitation, any paved area, landscape feature, lawn, garden, tree, shrub, plant or flower which is part of or situated on Community Property or Common Property.
- 4.3 The owner or occupier of a Lot must not, except with the approval of the Community Association, Strata Corporation or pursuant to By-Laws in force, use any part of Community Property or Common Property.
- 4.4 Except in the event of an emergency where a person or property is at risk, the owner or occupier of a Lot must give notice to the Community Association or Strata Corporation of any damage to or defect in Community Property or Common Property immediately the owner or occupier becomes aware of it.
- 4.5 The Original Proprietor is not bound by this By-Law.

## **BY LAW 5 DAMAGE TO COMMUNITY PROPERTY**

- 5.1 An owner or occupier must:-
  - 5.1.1 use Community Property only for its intended purposes;
  - 5.1.2 immediately notify the Community Association if the owner or occupier knows about damage to or a defect in Community Property; and

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- 5.1.3 compensate the Community Association for any damage or make good any damage to the Community Property including any soiling of the Community Property by Animals kept by the Owner or lessee's or licensees of the Owner to Community Property or caused by an owner or occupier or any visitors or persons doing work in Elysia on their behalf.
- 5.2 Except in the event of an emergency where a person or property is at risk, an owner or occupier must have written consent from the Community Association to:-
  - 5.2.1 interfere with or damage Community Property;
  - 5.2.2 remove equipment or other articles from Community Property;
  - 5.2.3 use or adjust equipment in Community Property; or
  - 5.2.4 use Community Property as the owner's or occupier's own garden.
- 5.3 Except in the event of an emergency where a person or property is at risk, an owner or occupier must have written consent from the Community Association to:-
  - 5.3.1 interfere with Services; or
  - 5.3.2 obstruct access to, overload or damage Services.
- 5.4 An owner or occupier must immediately notify the Community Association if any owner or occupier knows about damage to or a fault in a Service.
- 5.5 The Original Proprietor is not bound by this By-Law.

## **BY LAW 6 DAMAGE TO COMMON PROPERTY AND CLEANING OF WINDOWS AND DOORS**

- 6.1 An owner or occupier of a Lot must not mark, paint, drive nails or screws or the like into, or other damage or deface, any structure that forms part of the Common Property except with the prior written approval of the Strata Corporation.
- 6.2 An approval given by a Strata Corporation under By-Law 6.1 cannot authorise any additions to the Common Property.
- 6.3 This By-Law does not prevent an owner or person authorised by an owner from installing:-
  - 6.3.1 any locking or other safety device for protection of the owner's Lot against intruders or to improve safety within the owner's Lot or
  - 6.3.2 any screen or other device to prevent entry of animals or insects on the Lot; or
  - 6.3.3 any structure or device to prevent harm to children; or
  - 6.3.4 any device used to affix decorative items to the internal surfaces of walls in the owner's Lot.

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- 6.4 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- 6.5 Despite s. 62 of the *Strata Schemes Management Act 1996*, the owner or occupier of a Lot must 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 By-Law 6.3 that forms part of the Common Property and that services the Lot.
- 6.6 An owner or occupier must keep clean the glass in windows and doors of the Lot (even if they are Common Property). However, an owner or occupier does not have to clean glass in windows and doors that cannot be safely accessed.
- 6.7 A Strata Corporation may resolve to clean the glass in some or all of the windows and doors in its Strata Scheme. If the Strata Corporation resolves to clean glass in your Strata Lot, the owner or occupier is excused from the obligation to clean that glass.

## **BY LAW 7 CONSTRUCTION ON COMMUNITY PROPERTY OR COMMON PROPERTY**

- 7.1 The owner or occupier of a Lot must not, except with the approval of the Community Association or Strata Corporation:-
- 7.1.1 construct any building or other structure including, without limitation, any fence, screen, pergola or awning on Community Property or Common Property;
  - 7.1.2 attach any item as a fixture or otherwise to Community Property or Common Property; or
  - 7.1.3 alter Community Property or Common Property.
- 7.2 Any construction, attachment or alteration referred to under By-Law 7.1 whether or not done with the approval of the Community Association or Strata Corporation must, unless the Community Association or Strata Corporation gives notice that it does not so require, be kept clean and tidy and in good repair by and at the expense of the owner for the time being of the Lot of which the owner or occupier who carried out the construction, attachment or alteration was owner or occupier.
- 7.3 The Original Proprietor is not bound by this By-Law.

## **BY LAW 8 NO INAPPROPRIATE USE**

- 8.1 The owner or occupier of a Lot must not use anything in the Community Property or Common Property for any purpose other than that for which it was constructed or provided.

## **BY LAW 9 PROHIBITION ON FIXING OF SIGNS AND CONDUCTING A BUSINESS**

- 9.1 The owner or occupier of a Lot must not, fix or place any sign, placard, banner, notice or advertisement:-
- 9.1.1 on the outside of any building on a Lot or any building containing a Lot;
  - 9.1.2 on any structure erected on a Lot;
  - 9.1.3 on or adjacent to the surface of any window of any building on a Lot or any building containing a Lot; or
  - 9.1.4 on any open space area of a Lot.
- 9.2 The owner or occupier of a Lot must not conduct any type of business activity from a Lot or any building containing a Lot, any Community Property, Community Parcel, Community Lot, Community Facilities, Recreation Lot or Common Property or using any Services referred to in By Law 20.
- 9.3 The Original Proprietor is not bound by this By-Law.

## **BY LAW 10 FIXING OF SHUTTERS, BLINDS, SECURITY DEVICES AND FLY SCREENS**

- 10.1 The owner or occupier of a Lot must not, except with the approval of the Community Association:-
- 10.1.1 fix shutters, blinds, canopies or awnings to the outside of a building on a Lot or the outside of a building containing a Lot;
  - 10.1.2 fix bars, screens, security doors or other security devices, to the outside of a building on a Lot or the outside of a building containing a Lot;
  - 10.1.3 fix fly screens to windows or fly screen doors to doorways of a building on a Lot or a building containing a Lot.
- that are visible directly from Community Property or Common Property.
- 10.2 The approval of the Community Association may not be withheld unreasonably where the items to be fixed comply with the Architectural Standards established for a Lot in relation to the items.
- 10.3 An Owner of a Lot may install curtains, blinds, louvres, shutters and other window and door treatments on or in the Lot which is in conformity with the Colour Scheme and general appearance of Elysia and which are of a quality commensurate to or better than the quality of Elysia.
- 10.4 An Owner of a Lot must have consent from the Executive Committee to place, install or retain curtains, blinds, louvres, shutters and window and door treatments other than those specified in clause 10.3.

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- 10.5 An Owner of a Lot must not install a sun shade, sun blind, awning or other sun shading device in the Lot without the prior consent of the Executive Committee.
- 10.6 An Owner of a Lot must not place solar film or similar treatments on the internal or external surface of glass windows or doors in the Lot.
- 10.7 The Original Proprietor is not bound by this By-Law.

## **BY LAW 11 AERIALS AND SOLAR ENERGY DEVICES**

- 11.1 The owner or occupier of a Lot must not, except with the approval of the Community Association, construct, install or attach:-
  - 11.1.1 any television, radio or other aerial, antenna, dish or tower or any other transmitting or receiving device; or
  - 11.1.2 any solar energy collector panels and equipment associated with them;
  - 11.1.3 any external energy conservation equipment; or
  - 11.1.4 a solar hot water system and equipment associated with it;
  - 11.1.5 any air conditioning system or equipment associated with it,to the outside of any building on a Lot or the outside of any building containing a Lot or a structure on a Lot.
- 11.2 The Original Proprietor is not bound by this By-Law.

## **BY LAW 12 THINGS NOT IN KEEPING**

- 12.1 The owner or occupier of a Lot must not, except with the approval of the Community Association construct, install or maintain on or in a Lot any thing which can be seen from outside the Lot and which in the reasonable opinion of the Community Association is not in keeping with the building on or the landscaped areas of the Lot.
- 12.2 An Owner of a Lot may keep outdoor furniture on a balcony, terrace, garden or other external area of the Lot provided that the outdoor furniture:
  - (a) is in conformity with the general appearance of Elysia, and
  - (b) is of a quality and finish commensurate to or better than the quality of Elysia.
- 12.3 An Owner of a Lot must not fix furniture, decorative objects, statues, fountains or any other items to the balcony, terrace or garden of a Lot.
- 12.4 An Owner of a Lot must properly maintain the outdoor furniture on the balcony, terrace or garden of a Lot and ensure that the furniture is clean and tidy at all times.

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- 12.5 An Owner of a Lot must immediately remove furniture from the balcony, terrace, garden or any external area of the Lot if:
- (a) the Owner has not comply with the Owner's obligations under this clause, or
  - (b) the furniture has caused or may cause damage to another part of Elysia.
- 12.6 An Owner of a Lot must only keep plants on balconies and terraces in planter boxes and must ensure that the plants:
- (a) have an appearance from outside the Lot which is in conformity with the general appearance of Elysia, and
  - (b) are of a quality commensurate to and better than the quality of Elysia.
- 12.7 An Owner of a Lot must:
- (a) regularly maintain landscaping on the balcony, terrace or garden of a Lot,
  - (b) ensure that the landscaping is kept neat and tidy at all times,
  - (c) ensure that no landscaping hangs or grows over the edge of the balcony or terrace, and
  - (d) when watering the landscaping on the balcony, terrace or garden, ensure that:
    - (i) no water enters another part of Elysia, and
    - (ii) no damage is caused to another part of Elysia.
- 12.8 An Owner of a Lot must regularly mow and trim any lawn or garden area in the Lot.
- 12.9 An Owner of a Lot must maintain the landscaping in the Lot and must not do anything which may change the appearance of the landscaping in the Lot.
- 12.10 An Owner of a Lot must comply with the Colour Scheme.
- 12.11 An Owner of a Lot must not change the colour or surface of any wall, window, door, floor, ceiling or other surface in the Lot without the prior consent of the Executive Committee if:
- (a) the wall, window, door, floor, ceiling or other surface is visible from outside the Lot, and

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- (b) the proposed colour or surface changes or is not in keeping with the general external appearance of Elysia.

12.12 The Original Proprietor is not bound by this By-Law.

## **BY LAW 13 MAINTENANCE OF BUILDING ON LOT**

- 13.1 The owner or occupier of a Lot must keep the Lot clean and tidy and in good repair and condition.
- 13.2 The Community Association may give a notice to the owner or occupier of a Lot requiring him to comply with the terms of this By-Law within a reasonable time period taking into account the matters set out in the notice.
- 13.3 If the owner or occupier fails to comply with By-Law 13.1 the Community Association is entitled to carry out such works at the expense of the owner or occupier.
- 13.4 The Original Proprietor is not bound by this By-Law.

## **BY LAW 14 MAINTENANCE OF COMMON PROPERTY LANDSCAPED AREAS**

- 14.1 The Community Association shall be responsible for the care and maintenance of all Community Property and Common Property areas comprising lawns, gardens and all landscaped areas within a Strata Scheme.
- 14.2 The cost of the provisions of the services referred to in By-Law 14.1 pertaining to a Strata Scheme shall be met by the respective Strata Corporation.

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## PART 2 BY-LAWS REGARDING RESTRICTED COMMUNITY PROPERTY

These By-Laws may not be amended during the initial period, except by the order of the Supreme Court or the Board, and may only be amended after the expiry of that initial period by special resolution and with the written consent of each person entitled by the By-Law to use the restricted Community Property with Section 54 of the *Community Land Management Act 1989*.

### BY LAW 15 DEVELOPMENT IN STAGES

- 15.1 Use of Community Property and Service Lines owned by the Community Association is restricted to the owner for the time being of all Community Development Lots in the manner and for the purposes set out in these By-Laws.
- 15.2 Restricted use of the Community Property referred to in this By-Law shall cease when the owner for the time being of all Community Development Lots:-
- 15.2.1 registers in the office of the Registrar General a Strata Plan in respect of the last Community Development Lot owned by it; or
  - 15.2.2 serves upon the Community Association a notice informing the Community Association that Development Activities on the Community Property have ceased.
- 15.3 The Original Proprietor shall have the right to construct and install improvements on Community Property but is under no obligation to do so.
- 15.4 The conditions relating to the use of the restricted Community Property under this By-Law are:
- (a) All damage to or interference with the Community Parcel must be made good at the expense of the Original Proprietor as soon as possible after that damage or interference occurs;
  - (b) Interference with the use or enjoyment by Owners or occupiers of Lots or of other Community Property must, so far as it is consistent with the carrying out of Development Activities, be kept to a minimum; and,
  - (c) On completion from time to time of Development Activities the relevant Community Parcel areas must be left in a clean and tidy condition.
- 15.5 The owner for the time being of all Community Development Lots and all persons authorised by them shall have the following rights for the purpose of enabling them to complete the development of the Community Property in stages and carry out Development Activities in stages on the Community Property:
- (a) **Access Rights** – Complete and unrestricted access by foot or motor vehicle over Community Property;

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- (b) **Parking Rights** – the right to park motor vehicles and equipment on Community Property;
  - (c) **Temporary Facilities** – the right to place on or attach to Community Property temporary offices, sheds, depots, building materials, cranes and other equipment;
  - (d) **Right to Install Services** – the right to install Services on Community Property;
  - (e) **Right to Connect Services** – the right to connect Services within Community Property;
  - (f) **Right to Attach Signs** – the right to attach and place temporary property marketing and advertising signs, placards, banners, notices or advertisements on the Community Property; and
  - (g) **Right to Conduct Sales** – the right to conduct Sales Activities on the Community Property.
- 15.6 The restricted use rights conferred under this By-Law may be exercised between the hours of 7.00am and 7.00pm on Mondays to Sunday inclusive or such other times as may be permitted by the Council, except Christmas Day and Good Friday.
- 15.7 Subject to the obligations imposed under By-Law 15.4 the Community Association must maintain the Community Property referred to in this By-Law.
- 15.8 The Community Association must levy a contribution on its members for any costs associated with maintaining the Community Property referred to in this By-Law unless that cost is payable by the Original Proprietor under By-Law 15.4. Any contribution levies under this By-Law must comply with Section 20 of the Management Act.
- 15.9 The Original Proprietor must keep Security Keys to any locked areas on Community Property which the Owner has restricted use of under this By-Law for as long as it has restricted use of that part of the Community Property under this By-Law. The Owner shall ensure that a copy of any such Security Key is given to the Secretary for use in any emergency.
- 15.10 Restricted use of the Community Property referred to in this By-Law shall cease when the Original Proprietor serves on the Community Association a notice informing the Community Association that restricted use is no longer required.
- 15.11 No other person shall have the rights referred to in By-Law 15.5 (a) to (g) without the prior written consent of the Original Proprietor.

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### **PART 3 MANDATORY MATTERS**

These are mandatory matters which must be in every Community Management Statement (provided they are not included in a related community management statement or precinct management statement).

#### **BY LAW 16 COMMUNITY PROPERTY**

- 16.1 The Community Property comprises:-
- 16.1.1 Park Pavillion;
  - 16.1.2 Entrance Structures;
  - 16.1.3 all items and structures erected on the Community Lot;
  - 16.1.4 Service Lines.

#### **BY LAW 17 PERMITTED USES OF THE COMMUNITY PROPERTY AND RECREATION LOT**

- 17.1 An owner or occupier of a Lot may use the Recreation Lot for recreation use only and must comply with any rules set by the Community Association in respect of the use of the Recreation Lot.
- 17.2 The Community Association may in the interest of the quiet enjoyment of all owners and occupiers of a Lot restrict the bringing onto the Community Property any one or more of the following:
- 17.2.1 Items or receptacles made of glass;
  - 17.2.2 Alcohol;
  - 17.2.3 Skateboards, scooters or rollerblades;
  - 17.2.4 Pets (except guide dogs).
- 17.3 An owner or occupier of a Lot must not permit any child (under 12 years old) to play or remain in the Community Property unless accompanied by an adult exercising effective control over that child.
- 17.4 Without the prior written consent of the Community Association an Owner or Occupier of a Lot may only use the Recreation Lot between the hours of 9.00am until sunset as published by the Bureau of Meteorology Monday to Friday and the hours of 9.00am to 11.00pm Saturday and Sunday.

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## BY LAW 18 INTERNAL FENCING

- 18.1 An owner or occupier of a Lot must comply with the Architectural Standards when constructing fencing on the Lot.

## BY LAW 19 GARBAGE

- 19.1 The Community Association is responsible for ensuring a garbage collection service is made available by the Council in accordance with Council's By-Laws and ordinances relating to the disposal of garbage.
- 19.2 An owner or occupier of a Lot must ensure that all garbage is placed as stipulated by Council or the Community Association for garbage collection is secure and complies with the Community Association's rules and By-Laws relating to the handling and disposal of garbage and other waste materials.

## BY LAW 20 SERVICES

- 20.1 All services ~~have been or~~ will be reticulated through the Community Plan and will be covered by ~~Statutory Easements as provided for in the Management Act or by~~ easements in accordance with the requirements of the relevant authority. The relevant authorities are as follows:

Telephone:-	Owner – Telstra Corporation Limited
Sewer:-	Owner – Sydney Water Corporation Limited.
Water:-	Owner – Sydney Water Corporation Limited.
Gas:-	Owner – Community Association
Electricity:-	Owner – Integral Energy Australia
Storm Water System:-	Owner – Community Association
Central Satellite Dish Television Services:-	Owner – Community Association
Street Lighting System:-	Owner – Community Association

- 20.2 Where the Community Association is the owner of the service provided the Community Association is responsible for the care, maintenance and replacement of that service.
- 20.3 The owner of a service shall have unimpeded rights to enter upon all Community Lots for the purpose of reading meters in connection with the usage of its service.

## BY LAW 21 GAS RETICULATION NETWORK

- 21.1 The gas reticulation network is located on Community Property. The Gas Reticulation Network includes the mains, pipes, and other apparatus used for

the conveyance, control, measurement and distribution of the substances and for purposes incidental thereto.

- 21.2 The Gas Reticulation Network is the property of the Community Association.
- 21.3 The Community Association is responsible for the maintenance, repair, refurbishment, and augmentation of the Gas Reticulation Network located on Community Property. Each owner of a Lot owns the inlet pipe connection that connects the Lot to the Gas Reticulation Network and is responsible for the cost of maintenance, repair, refurbishment and augmentation of the inlet pipe connection.

## **BY LAW 22 INSURANCE**

- 22.1 The Community Association must review, on an annual basis:-
- 22.1.1 all insurances effected by it; and
  - 22.1.2 the need for new or additional insurances.
- 22.2 Notice of an Annual General Meeting must:-
- 22.2.1 include a form of motion to decide whether insurances effected by the Community Association should be confirmed, varied or extended; and
  - 22.2.2 for every alternate Annual General Meeting be accompanied by a written valuation of all buildings, structures and other improvements on Community Property made by a qualified valuer.
- 22.3 The Community Association must immediately effect new insurances or vary or extend existing insurances if there is an increase in risk or a new risk to the Community Property.
- 22.4 An owner or occupier of a Lot must not, except with the approval of the Community Association, do anything that might:-
- 22.4.1 void or prejudice insurance effected by the Community Association; or
  - 22.4.2 increase any insurance premium payable by the Community Association.
- 22.5 Each Strata Corporation within the 'Elysia' development must effect a building insurance policy, as per section 83 of the Strata Schemes Management Act 1996, with the same insurance company as the policy effected by the Community Association for building insurance for the Community Property.
- 22.6 The Community Association and each Strata Corporation may effect a single building insurance policy for the entire 'Elysia' development, with the written consent of an insurer, where the Community Association and each Strata Corporation is listed as a beneficiary under the policy.

## BY LAW 23 EXECUTIVE COMMITTEE PROCEEDINGS

### 23.1 Constitution

The Executive Committee of the Community Association must be established in accordance with Division 2 Part 2 of the Management Act.

### 23.2 Notice board

The Executive Committee must fix a notice board to some prominent part of the Community Property.

### 23.3 Meetings

The Executive Committee may, subject to By-Law 22.7, meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

### 23.4 Notice of meetings

The Secretary or the member of the Executive Committee who convenes a meeting must, for not less than 24 hours immediately before the Executive Committee holds a meeting, display on the notice board:-

23.4.1 the notice of intention to hold the meeting; and

23.4.2 the proposed agenda for the meeting.

### 23.5 Meeting agenda

23.5.1 The agenda for the meeting must include details of all business to be dealt with at that meeting.

23.5.2 No business may be dealt with at a meeting unless details of that business are set out in the agenda for that meeting.

### 23.6 Place of meetings

Meetings must be held within a radius of 5 km from the Community Scheme.

### 23.7 Meeting at request of members

The Secretary or in its absence any member of the Executive Committee must, at the request of not less than 1/3 of the members of the Executive Committee, convene a meeting within the period of time specified in the request or, if no time is specified, within 14 days of the making of the request.

### 23.8 Out of meeting determination

Where:-

23.8.1 By-law 22.4 has been complied with in relation to a meeting;

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23.8.2 each member of the Executive Committee has been served with a copy of a motion for a proposed resolution to be submitted at the meeting; and

23.8.3 the resolution has been approved in writing by a majority of members of the Executive Committee,

then the resolution will, subject to Section 38(3) of the Management Act, be as valid as if it had been passed at a duly convened meeting of the Executive Committee even though the meeting was not held.

## 23.9 **Right of owner to attend meetings**

An owner of a Lot or, where the owner is a corporation, the company nominee of the corporation, may attend a meeting but that person may not address the meeting unless authorised by a resolution of the Executive Committee.

## 23.10 **Minutes of meetings**

Minutes of meetings must be kept properly and held with the minutes of the General Meetings of the Community Association.

## 23.11 **Display of minutes**

23.11.1 The Executive Committee must, within 7 days after holding a meeting, display a copy of the minutes of that meeting on the notice board.

23.11.2 The minutes of an Executive Committee meeting must remain on the notice board for a period of at least 14 days.

## 23.12 **Functions of the Secretary**

The Functions of the Secretary include:-

23.12.1 preparing and distributing minutes of meetings of the Community Association and the Executive Committee;

23.12.2 giving, on behalf of the Community Association and the Executive Committee, notices required to be given under the Management Act;

23.12.3 maintaining the Community Association roll;

23.12.4 supplying certificates in accordance with Clause 2 of Schedule 4 to the Management Act;

23.12.5 answering communications addressed to the Community Association or the Executive Committee;

23.12.6 convening meetings of the Executive Committee and the Community Association (other than the First Annual General Meeting);

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23.12.7 performing administrative or secretarial functions on behalf of the Community Association;

23.12.8 performing administrative or secretarial functions on behalf of the Executive Committee; and

23.12.9 keeping records under Part 3 of Schedule 1 to the Management Act.

## 23.13 Functions of the Treasurer

The Functions of the Treasurer include:-

23.13.1 the Functions set out in Section 26(1) and (2) of the Management Act;

23.13.2 notifying owners of Lots and Strata Corporation of any contributions levied under the Management Act;

23.13.3 receiving, acknowledging, banking and accounting for any money paid to the Community Association;

23.13.4 preparing any certificate applied for under paragraphs (b), (c), (d), (e) and (f), (g), (h), (i), (j) and (k) of Clause 2 Schedule 4 to the Management Act;

23.13.5 keeping prescribed accounting records under Clause 10 of Schedule 1 to the Management Act;

23.13.6 preparing financial statements under Clause 11 of Schedule 1 to the Management Act; and

23.13.7 notifying owners of Lots and Strata Corporations of any contribution levied under the Management Statement and collecting such contributions.

## 23.14 Sub-Committees

The Executive Committee may from time to time appoint sub-committees comprising one or more of its members to:-

23.14.1 conduct investigations;

23.14.2 perform duties and functions on behalf of the Executive Committee; and

23.14.3 report the findings of the sub-committee to the Executive Committee.

## 23.15 No remuneration

Members of the Executive Committee are not entitled to any remuneration for the performance of their Functions but are entitled to reimbursement for reasonable out of pocket expenses incurred by them in the performance of their Functions.

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## 23.16 Protection of executive committee members from liability

No member of the Executive Committee shall be liable for any loss or damage occurring by reason of an act done in his capacity as a member of the Executive Committee except fraud or negligence on the part of that member.

## BY LAW 24 INTEREST ON OVERDUE MONIES

- 24.1 The Community Association may charge a defaulting owner interest on any overdue payment for the period from the date the payment was due to be paid to the date of actual payment at the prevailing Interest Rate.
- 24.2 A defaulting owner indemnifies the Community Association against all damages, losses, liabilities, costs and expenses incurred by the Community Association in relation to any recovery action brought by the Community Association against the defaulting owner.
- 24.3 An owner or occupier of a Lot must pay the Community Association interest at the Interest Rate on any amount, including a contribution levied by the Community Association under the Management Act, that has become due for payment and remains unpaid from and including the date it becomes due for payment to the date of actual payment.
- 24.4 Interest which is not paid when due for payment may be capitalised by the Community Association at monthly intervals and is payable on capitalised interest at the rate and in the manner referred to in By-Law 23.3.
- 24.5 Nothing in this By-Law prevents the Community Association from recovering any amount exceeding the interest calculated under this By-Law as a consequence of any amount not being paid when due.

## BY LAW 25 RETENTION OF RECORDS

- 25.1 The Community Association must retain for the prescribed period and in any event for no less than 7 years:
- 25.1.1 the records of the proceedings at its meetings; and
  - 25.1.2 the accounting records it is required to keep; and
  - 25.1.3 the summary and other particulars required to be recorded in relation to notices and orders served on it; and
  - 25.1.4 the financial statements prepared by it, and
  - 25.1.5 correspondence received by it and copies of correspondence sent by it; and
  - 25.1.6 copies of notices of its meetings and of meetings of its executive committee; and

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- 25.1.7 proxies delivered to it; and
- 25.1.8 voting papers for resolutions at its meetings; and
- 25.1.9 voting papers for election of its executive committee and officers; and
- 25.1.10 records served on it by its managing agent; and
- 25.1.11 notices specifying an address for service; and
- 25.1.12 any other prescribed document.

**BY LAW 26 MAINTENANCE OF COMMUNITY PROPERTY, RECREATIONAL LOT  
LANDSCAPED AREAS, AND FRONTAGES TO GLENMORE PARKWAY  
AND CAMELLIA AVENUE**

- 26.1 The Community Association shall be responsible for the care and maintenance (including the removal of graffiti) of all Community Property including the Recreational Lot and landscaped areas of the Community Property.
- 26.2 The Community Association shall for a period of five (5) years or such further period as agreed to by the Executive Committee be responsible for the care and maintenance (including the removal of graffiti) of the verge including all landscaped areas on the verge along the Glenmore Parkway and Camellia Avenue frontages to the Community Parcel subject to any directions, orders or conditions imposed by the Council.

**BY LAW 27 ROADS PARKING BAYS AND SIGNAGE AND ACCESS BY THE PUBLIC  
TO COMMUNITY PROPERTY AND ACCESS WAYS**

- 27.1 The roads, parking bays and access ways are defined in the Accessway Plan attached to this Community Management Statement Sheet 60.
- 27.2 The roads, parking bays and access ways are Community Association property.
- 27.3 The Community Association shall be responsible for the care and maintenance of all roads, parking bays and access ways.
- 27.4 The Community Association shall be responsible for the vehicle entry pavement to the Community Parcel within the Council's road reserve.
- 27.5 The Community Association shall be responsible for all signage and setting of speed limits for the Community Property including all roads access ways and parking bays.
- 27.6 Subject to the prior invitation of an owner or subject to the written consent of the Community Association any member of the public may enter onto and use the roads and access ways and the recreation area of the Community Property at all times.
- 27.7 Any member of the public using the roads and access ways and the recreation area of the Community Property must observe and comply with any Rules that may be made

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by the Community Association in relation to the use and enjoyment of Community Property.

27.8 The Community Association must maintain an insurance policy for public liability over the Community Property.

27.9 The Community Association may contract with persons to provide management, operational, maintenance and other services in connection with Community Property.

## **BY LAW 28 STORMWATER SERVICE LINES AND DRAINAGE PITS**

28.1 The stormwater service lines and drainage pits located on Community Property and all stormwater service lines and drainage pits servicing a Community Development Lot within the Community Parcel are Community Association property ("Community Association Stormwater Lines and Pits").

28.2 The Community Association shall be responsible for the care and maintenance of all Community Association Stormwater Lines and Pits.

28.3 The owner of each Lot owns and shall maintain and repair the stormwater lines and drainage pits located on that Lot and not included in Community Association Stormwater Lines and Pits.

## **BY LAW 29 BRAACE RETAINING WALL**

29.1 The BRAACE Retaining Wall system is defined in the BRAACE Retaining Wall Plan attached to this Community Management Statement Sheet 61 within, Elysia, Glenmore Parkway, corner Camellia Avenue Glenmore Park.

29.2 All BRAACE Retaining Walls located on the Community Parcel are Community Property and any Retaining Walls located on any Lot are Common Property.

29.3 The Community Association shall be responsible for the care and maintenance of all BRAACE Retaining Walls including all care and maintenance obligations set out in relevant operation and maintenance manuals in respect of the BRAACE Retaining Walls including the CSR BRAACE Technical Manual January 2006 and any amendment to that manual notified to the Community Association.

29.4 In the event that the Community Association fails to respond to Council's directions, the Community Association, Owner and Occupier of a Lot shall insure that the Council shall have the benefit of the BRAACE Retaining Wall System including associated subsoil drainage lines constructed or to be constructed on the Community Property, the Common Property or a Lot for the purposes of supporting the surface subsoil and undersurface of the Community Property, the Common Property or a Lot and for the purposes of maintaining the BRAACE Retaining Wall System for uniform construction and appearance the Community Association, Owner and Occupier of a Lot shall grant to Council upon Council giving reasonable notice the right to enter Community Property, the Common Property and any Lot for the purpose of constructing, maintaining, repairing altering or doing any work on the Community Property or any Lot

and for the purposes of removing and re-erecting any fences or any other posts on the Community Property, the Common Property or any Lot.

- 29.5 The Owner and the Occupier of a Lot shall not:
- 29.5.1 Change the colour or finish of any part of the BRAACE Retaining Wall System without prior written approval of the Community Association;
  - 29.5.2 Wilfully damage the structure or finish of the BRAACE Retaining Wall System;
  - 29.5.3 Wilfully damage or interfere with the subsoil drainage system associated with the BRAACE Retaining Wall System;
  - 29.5.4 Reroute any part of the subsoil drainage system associated with the BRAACE Retaining Wall System without the prior written approval of the Community Association;
  - 29.5.5 Attach any temporary or permanent load bearing or structural fixture to any part of the BRAACE Retaining Wall System;
  - 29.5.6 Attach any rock climbing equipment to any part of the BRAACE Retaining Wall System;
  - 29.5.7 Plant any trees (other than shrubs that will grow to a mature height of not more than 3 metres and a mature trunk circumference of not more than 0.1meters) within 4 meters of any part of the BRAACE Retaining Wall System;
- 29.6 Excavate to a depth greater than 300 millimetres on the low side of any part of the BRAACE Retaining Wall System within the exclusion area (being an area measured from any point on the face of the BRAACE Retaining Wall System having a horizontal distance from the BRAACE Retaining Wall System to the proposed point of excavation of less than the BRAACE Retaining Wall height at the point of measurement plus 0.5 meters) except in the following circumstances:
- 29.6.1 The planting of a shrub within the exclusion area that meets the specifications set out in this by-law;
  - 29.6.2 Preparing or renewing an underground utility service or conduit within the exclusion area in its original location or a location more distant from the BRAACE Retaining Wall System;
- 29.7 Where written approval for the excavation has been granted by the Community Association following a written application which included a structural engineer's assessment of the proposed excavation and proposed measures to manage any risk to the BRAACE Retaining Wall System such assessment to be acceptable to the Community Association and such assessment to confirm that the proposed excavation shall have minimal risk to the stability of the BRAACE Retaining Wall System and any soil that is excavated will be re-compacted to achieve a minimum compaction of 95% of standard compaction.

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**BY LAW 30 FENCING**

- 30.1 All perimeter fencing located on the Community Parcel is the property of the Community Association.
- 30.2 The Community Association shall be responsible for the care and maintenance of all perimeter fencing including all perimeter courtyard walls each owner of a Lot shall be responsible for the care and maintenance of all dividing fences jointly with the owner of an adjoining Lot and shall not be the responsibility of the Community Association.
- 30.3 All care and maintenance obligations shall be carried out by the responsible person in accordance all relevant Architectural Standards and Landscape Standards.

**BY LAW 31 PUBLIC LIABILITY INSURANCE**

- 31.1 The Community Association shall be responsible for taking out and maintaining appropriate insurance cover including sufficient Public Liability insurance in respect of all the obligations of the Community Association referred to in these By-Laws.

**BY LAW 32 PARKING OF MOTOR VEHICLES**

- 32.1 An owner or occupier of a Lot must not park a motor vehicle, boat or trailer on the Community Scheme except in an area on the Community Scheme designated by the Community Association from time to time as being an area where a motor vehicle, boat or trailer may be parked by an owner or occupier of a Lot.
- 32.2 An owner or occupier of a Lot must ensure that their invitees use visitor parking areas only and park their motor vehicles in an orderly manner and comply with Council regulations while in the Community Scheme.
- 32.3 No repairs to any motor vehicles, boats or trailers must be undertaken in the Community Scheme.
- 32.4 The Owner or Occupier of a Lot must not park in any visitor parking bay.
- 32.5 The Owner or Occupier of a Lot must not allow visitors or their invitees to occupy a visitor's parking bay continually for more than 24 hours on any week day or continually for more than 48 hours on a weekend.
- 32.6 The Community Association shall designate speed limits for the Community Scheme and the Owner or Occupier of a Lot shall not and must ensure that their visitors and invitees shall not travel by motor vehicle or any other conveyance at a speed that exceeds the designated speed limit on any part of the Community Scheme.
- 32.7 The Owner or Occupier of a Lot shall not and must ensure that their visitors and invitees shall not park any vehicle with an unloaded weight exceeding 3 tonnes on any part of the Community Property.

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## **BY LAW 33 PRIVATE SERVICES**

- 33.1 The Community Association may, on its own behalf:-
- 33.1.1 provide Private Services to a Strata Corporation or the owner or occupier of a Lot;
  - 33.1.2 arrange for the installation and maintenance of Service Lines for the provision of Private Services; and
  - 33.1.3 contract with persons to monitor or provide, in part or in whole, Private Services.
- 33.2 The owner or occupier of a Lot must not:-
- 33.2.1 carry out any works which interfere with Private Services;
  - 33.2.2 carry out any works which interfere with Private Services except with the approval of the Community Association; or
  - 33.2.3 obstruct access to, overload or damage Private Services.

## **BY LAW 34 COMMUNITY ASSOCIATION'S RIGHT TO MAINTAIN SERVICES**

- 34.1 Subject to Section 60 of the Management Act, the Community Association and persons authorised by it may enter a Lot at all reasonable times to maintain, repair, alter, add to, increase the capacity of or renew Private Services, Statutory Services, Community Property, or any other property for which the Community Association has the care, maintenance or repair responsibilities under these By-Laws.
- 34.2 The Community Association must give the owner or occupier of a Lot reasonable notice of entry.
- 34.3 If an emergency exists the Community Association and persons authorised by it may enter a Lot at any time without notice.

## **BY LAW 35 RULES**

- 35.1 The Community Association may make Rules relating to the control, management, operation, use and enjoyment of Community Property including, without limitation:-
- 35.1.1 the control, management, operation and use of the Recreation Lot;
  - 35.1.2 the storage, disposal and collection of garbage.
- 35.2 The Community Association may at any time add to or alter the Rules.

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- 35.3 The Community Association may not make a Rule or add to or alter a Rule so that it is or becomes inconsistent or in conflict with the Management Act, the Development Act or these By-Laws.
- 35.4 Rules bind an owner, occupier, mortgagee in possession and lessee of a Lot.
- 35.5 The Original Proprietor is not bound by this By-Law.

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## **PART 4 OPTIONAL MATTERS**

### **BY LAW 36 WASHING**

36.1 The owner or occupier of a Lot must not hang any washing, towels, bedding, clothing or other articles of a similar nature on the outside of a building on a Lot on any other part of a Lot other than that designated by the Community Association from time to time for that purpose.

### **BY LAW 37 STORAGE OF FLAMMABLE LIQUIDS**

37.1 The owner or occupier of a Lot must not, except with the approval of the Community Association, use or store on the Lot or any other part of the Community Property any flammable chemical, gas or other material other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes or in the fuel tank of a motor vehicle or internal combustion engine.

### **BY LAW 38 KEEPING AN ANIMAL**

38.1 The owner or occupier of a Lot may not keep on a Lot without the prior approval of the Community Association any more than 3 small animals, fish in an aquarium or bird in a cage.

38.2 The owner of a pet allowed by By-Law 33.1 must ensure that the pet remains on the Lot and does not enter onto any part of the Community Scheme or Community Property except where the pet allowed by By-Law 33.1 is on a leash.

38.3 A completely or partially blind owner or occupier of a Lot may keep a guide dog on a Lot.

38.4 A completely or partially blind person may use a guide dog on a Lot or any other part of the Community Scheme or Community Property.

### **BY LAW 39 AN OWNER OR OCCUPIER IS RESPONSIBLE FOR OTHERS**

39.1 An owner or occupier of a Lot must:-

39.1.1 ensure that authorised persons comply with this Management Statement; and

39.1.2 Make those authorised persons leave Elysia immediately if they do not comply with this Management Statement.

39.2 If an owner or occupier of a Lot enters into a lease or licence, the owner or occupier must:-

39.2.1 provide the tenant or licensee with a copy of this Management Statement and any changes;

39.2.2 make sure the tenant or licensee and their visitors comply with this Management Statement; and

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39.2.3 take all action available, including action under the lease or license agreement, to make the tenant or licensee comply with this Management Statement.

39.2.4 Include as an essential term in any lease, licence or any other agreement whether written or oral permitting occupation of a Lot that the party so permitted to occupy a Lot acknowledges receipt of a copy of the most up to date Community Management Statement and the party so permitted to occupy a Lot agrees to be bound by the Community Management Statement and that the Community Management Statement forms part of any lease, licence, or any other agreement whether written or oral permitting occupation of a Lot.

39.3 An owner or occupier of a Lot must not allow another person to do anything that the owner or occupier cannot do in terms of this Management Statement.

## **BY LAW 40 COMMUNITY ASSOCIATION'S RIGHT TO REMEDY**

40.1 The Community Association may do anything on a Lot which should have been done by the owner or occupier of a Lot under the By-Laws but which has not been done or not been done properly.

40.2 If the Community Association exercises its right under By-Law 38.1, then for as long as it is necessary and at the cost of the owner or occupier of the Lot, the Community Association and persons authorised by it may enter the Lot and remain there.

40.3 The Community Association may enter and remain on a Lot under By-Law 38.2 only after the date specified in a notice given to the owner or occupier of the Lot by the Community Association stating its intention to so enter.

## **BY LAW 41 COMMUNITY ASSOCIATION'S RIGHT TO RECOVER MONEY**

41.1 The Community Association may recover any money owing to it under the By-Laws as a debt.

## **BY LAW 42 COMMUNITY ASSOCIATION'S TRADING ACTIVITIES**

42.1 The Community Association may, for the purpose of exercising and performing its functions, carry on a business or trading activity.

42.2 The Community Association:-

42.2.1 must pay to its Sinking Fund income derived by it from its business or trading activities; and

42.2.2 must estimate how much money it will need to credit to its Sinking Fund to meet expenses associated with carrying on its business or trading activities; and

42.2.3 must make the estimate under By-Law 40.2.2:-

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- (a) only after accepting a 10 year sinking fund plan produced by an appropriately qualified quantity surveyor which includes review dates every 5 years for the plan.
- (b) no later than 1 month after incorporation of the Community Association; and
- (c) after that, as the occasion requires,

at a General Meeting that has before it a statement of the existing financial situation and an estimate of receipts and payments;

42.2.4 request each member for a contribution to provide the amount estimated under By-Law 41.2; and

42.2.5 may distribute any net profit derived by it from carrying on its business or trading activities in accordance with Clause 17 of Schedule 1 to the Management Act.

42.3 If the Community Association suffers a net loss from carrying on its business or trading activities, then it must impose a levy on each member for a contribution to the Sinking Fund or Administration Fund as necessary in order to meet the amount of the net loss.

42.4 The Original Proprietor is not bound by this By-Law.

#### **BY LAW 43 REIMBURSEMENT OF COSTS, CHARGES AND EXPENSES**

43.1 An owner or occupier of a Lot must pay or reimburse the Community Association on demand for the costs, charges and expenses of the Community Association in connection with the contemplated or actual enforcement, or preservation of any rights under the By-Laws in relation to the owner or occupier.

43.2 The costs, charges and expenses under By-Law 41 shall include, without limitation, those expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern and its administration costs in connection with those events.

43.3 The Original Proprietor is not bound by this By-Law.

#### **BY LAW 44 THINGS DONE AT PROPRIETOR'S OR OCCUPIER'S COST**

44.1 Anything which an owner or occupier of a Lot is required to do under the By-Laws must be done at the cost of the owner or occupier.

#### **BY LAW 45 COMMUNITY ASSOCIATION AND STRATA CORPORATION NOT LIABLE FOR DAMAGE**

45.1 The Community Association is not liable for any damage to or loss of property or injury to any person in, on or near the Community Scheme due to any cause other than the

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negligence or fraud of the Community Association or any employee or agent of the Community Association.

- 45.2 A Strata Corporation is not liable for damages to or loss of property or injury to any person in or near its Strata Scheme except if the Strata Corporation or its employees or agents are negligent.

## **BY LAW 46 COMPLIANCE WITH REQUIREMENTS OF AUTHORITIES**

- 46.1 An owner or occupier of a Lot must comply on time with all requirements and orders of authorities and all laws in connection with:

46.1.1 the Lot; or

46.1.2 the use or occupation of the Lot; or

46.1.3 any business being carried out on the Lot.

## **BY LAW 47 NOTICES TO BE OBSERVED**

- 47.1 An owner or occupier of a Lot must comply with the terms of any notice displayed on Community Property by the Community Association, Service Provider or other relevant authority.

- 47.2 The Original Properties is not bound by this By-Law.

## **BY LAW 48 INSTRUCTING CONTRACTORS**

- 48.1 An owner or occupier of a Lot must not directly or indirectly instruct agents, employees or contractors of the Community Association unless authorised to do so by the Community Association.

- 48.2 The Original Proprietor is not bound by this By-Law.

## **BY LAW 49 COMMUNICATIONS WITH COMMUNITY ASSOCIATION**

- 49.1 Complaints, notices or applications to or requests for consideration of matters by the Community Association must be in writing and forwarded to the Managing Agent of the Community Association or the Secretary if no Managing Agent is appointed.

- 49.2 An approval, notice or authorisation by the Community Association under the By-Laws must be in writing

## **BY LAW 50 APPROVALS BY COMMUNITY ASSOCIATION**

- 50.1 The Community Association may give conditionally or unconditionally or withhold its approval under the By-Laws in its absolute discretion unless expressly provided otherwise in the By-Laws.

**BY LAW 51 EXHIBITION OF BY-LAWS**

51.1 A copy of the By-Laws must be exhibited in a prominent place on the Community Property.

**BY LAW 52 DEVELOPER'S SERVICES AGREEMENT**

**52.1 Entry during Initial Period**

The Community Association may during the initial period enter into an agreement with the Manager to provide management and operational services for the Community Scheme. The effect of the agreement is disclosed for the purposes of Section 24(2)(a) of the Management Act in this By-Law 58.

**52.2 Parties**

The parties to the agreement will be the Community Association and an entity nominated by and which may be a Related Corporation of the Developer as Manager.

**52.3 Term**

The initial term of the agreement will be 5 years with options to renew the agreement for 2 further terms of 5 years each.

**52.4 Duties**

The duties of the Manager may include the supervision or the carrying out of:

- 52.4.1 the cleaning, caretaking, security, supervision, service, general repairs, maintenance, renewal and replacement of Community Property or Common Property;
- 52.4.2 the provision of services to a Strata Corporation or the owner or occupier of a Lot;
- 52.4.3 any staff or contractors of the Community Association;
- 52.4.4 any other matter, activity or thing which the Manager and the Community Association considers necessary or desirable for the operation and management of Elysia.

**52.5 Remuneration**

52.5.1 The remuneration of the Manager will be \$ \_\_\_\_\_ per annum subject to annual increases of \_\_\_\_\_ % or CPI whichever is higher.

52.5.2 The remuneration of the Manager will be exclusive of any fees and costs payable to a Managing Agent of the Community Association or Strata Corporation.

**52.6 Assignment**

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The Manager has the right to assign its rights under the agreement to a respectable and responsible person or corporation.

## **52.7 Termination**

The agreement may be terminated by the Community Association if the Manager:

52.7.1 fails or neglects to carry out its duties after the Community Association gives it 30 days notice of such failure or neglect;

52.7.2 is grossly negligent in the performance of its duties;

52.7.3 if a company, enters into liquidation, or if a person, is declared bankrupt.

52.8 The Manager may terminate the agreement at any time by giving the Community Association at least 3 months written notice.

## **BY LAW 53 NO INTERFERENCE**

53.1 An owner or occupier of a Lot must not do anything or permit anything to be done on or in relation to that Lot so that:

53.1.1 any support or shelter provided by that Lot for another Lot or Community Property or any part of it is interfered with; or

53.1.2 Service Lines, garbage services and Private Services are interfered with; or

53.1.3 use or enjoy the Community Property in such a manner or for such a purpose as to interfere unreasonably with the use and enjoyment of the Community Property by the owner or occupier of any other Lot or Authorised Person.

53.1.4 The Original Proprietor is not bound by this By-Law.

## **BY LAW 54 NOISE AND ANCILLARY MATTERS**

54.1 An owner or occupier of a Lot must not:-

54.1.1 make noise that interferes unreasonably with another owner or occupier;

54.1.2 use language or behave in a way that might offend or embarrass another owner or occupier or their visitors;

54.1.3 obstruct a person's legal use of Community Property or Common Property;

54.1.4 use equipment that interferes with equipment or appliances used by another owner or occupier;

54.1.5 do anything that might damage the good reputation of Elysia; or

54.1.6 do anything in Elysia that is illegal.

- 54.2 Subject to the Acoustic Standards, an Owner must not make noise which might unreasonably interfere with the use and enjoyment by another Owner of the Lot or Community Property.
- 54.3 An Owner of a Lot must ensure that equipment and machinery in the Lot does not cause vibrations or noise in another part of Elysia (eg, washing machines or air conditioners).
- 54.4 Subject to any conditions which apply when you carry out building works, an Owner of a Lot may use power tools (eg impact drills, electric saws or angle grinders) only between the hours of 8.30 am to 5.00 pm Mondays to Fridays and 9.00 am to 3.00 pm on Saturdays. You must not use power tools on Sundays or public holidays in New South Wales.
- 54.5 Subject to the Acoustic Standards, an Owner of a Lot may play or rehearse on musical instruments (other than percussion instruments) only between 9.00 am to 5.00 pm. An Owner of a Lot must not play or rehearse on percussion instruments.
- 54.6 Subject to this clause and any By-Laws in force in the Community Scheme, an Owner of a Lot must not play live or other music which exceeds 65dB(A) after 11.00 pm.
- 54.7 An Owner of a Lot must not:
- (a) carry out exercises in the Lot which result in rapid foot impact on the floor (eg aerobics or running on the spot) if this causes noise or vibrations in adjoining Lots, or
  - (b) unnecessarily create noise or vibration by knocking or banging against walls separating the Lot from another Lot.
- 54.8 The Original Proprietor is not bound by this By-Law.

## **BY LAW 55 RIGHTS OF THE STRATA CORPORATION**

- 55.1 In addition to its powers under the Strata Act, an Strata Corporation has the power to appoint the Community Association to perform its functions under these By-Laws.

## **BY LAW 56 CHANGE IN USE OF LOT TO BE NOTIFIED**

- 56.1 An owner or occupier of a Lot must notify the Community Association if the owner or occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the Community Association and pay any increased premium due to the change of existing use.
- 56.2 The Original Proprietor is not bound by this By-Law.

## **BY LAW 57 SECURITY AT ELYSIA**

- 57.1 Security System

The Community Association may operate a security system under which:

- 57.1.1 parts of the Community Property are secured against entry by unauthorised persons; and
  - 57.1.2 locks and other security devices or procedures are used to implement the security system.
- 57.2 The Community Association is not liable for any loss or damage suffered to persons or property because:
- 57.2.1 the security system fails or there is unauthorised entry to any part of the Community Property; or
  - 57.2.2 the security system is not operating.
- 57.3 The Community Association must not provide to the Owner or Occupier of a Lot a security key to allow the Owner access to the Community Property.

## **BY LAW 58 RESTRICTING ACCESS TO ELYSIA**

- 58.1 In addition to its powers under the Management Act and the Development Act, the Community Association has the power to install and operate in the Community Property audio and visual security cameras and other audio and visual surveillance equipment for the security of Elysia.
- 58.2 In addition to its powers under the Management Act and the Development Act, the Community Association has the power to:
- 58.2.1 restrict access to the Recreation Lot;
  - 58.2.2 close off or restrict by security keys access to parts of Community Property that do not give access to a Lot;
  - 58.2.3 restrict access of Owners and occupiers to areas in Elysia where they do not own or occupy a Lot or where they have no rights to use Common Property under an exclusive use By-Law; and
  - 58.2.4 allow security personnel to use part of Common Property to operate or monitor security at Elysia. Where such part of the Community Property is used or set aside for security personnel, the Community Association may exclude Owners and occupiers from using these parts of Community Property.
- 58.3 An Owner of a Lot must not:
- 58.3.1 interfere with security cameras or surveillance equipment; or
  - 58.3.2 do anything that might prejudice the security or safety of Elysia.

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- 58.4 An Owner of a Lot must take reasonable care to ensure that fire and security doors are locked or closed when they are not being used

## **BY LAW 59 SECURITY KEYS**

- 59.1 In addition to its powers under the Management Act and the Development Act. The Community Association has the power to:

59.1.1 re-code security keys; and

59.1.2 require the prompt return of security keys to the Community Association to be re-coded.

- 59.2 In addition to its powers under the Management Act and the Development Act, the Community Association has the power to make agreements with another person (for example, the Caretaker) to exercise its functions under this By-Law and, in particular, to manage the security key system.

- 59.3 An Owner or Occupier of a Lot must comply with the reasonable requests and directions of the Community Association about security keys.

## **BY LAW 60 APPOINTMENT OF CARETAKER**

### **Appointment of Caretaker**

- 60.1 The Community Association may appoint and enter into an agreement with a person or entity ("the Caretaker") who has the qualifications (if any) required by the Management Act or the Development Act and who has the skills to provide management and caretaker services for the Community Scheme.

- 60.2 The agreement with the Caretaker may be for a term of up to 10 years and the remuneration of the Caretaker shall be on market terms. The agreement may include provisions relating to:

60.2.1 the rights of the Community Association to terminate the agreement if the Caretaker does not perform its functions properly or fails to comply with its obligations under the agreement after due notice; and

60.2.2 the rights of the Caretaker to terminate the agreement early if the Community Association does not comply with its obligations under the agreement after due notice.

- 60.3 The Caretaker's duties may include:

60.3.1 caretaking, supervising and servicing Community Property;

60.3.2 supervising, cleaning and garbage removal services;

60.3.3 supervising the repair, maintenance, renewal or replacement of Community Property;

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- 60.3.4 co-ordinating deliveries and the movement of goods, furniture and other large articles through Community Property;
  - 60.3.5 co-ordinating the carrying out of building works;
  - 60.3.6 managing the security key system and providing security keys according to the By-Laws;
  - 60.3.7 providing services to the Community Association, Owners and occupiers;
  - 60.3.8 supervising employees and contractors of the Community Association;
  - 60.3.9 supervising Elysia generally;
  - 60.3.10 doing anything else that the Community Association agrees is necessary for the operation and management of Elysia; and
  - 60.3.11 controlling the operation of the Recreation Lot (for example, by any reservation system implemented by the Community Association).
- 60.4 The Community Association may allocate parts of the Community Property for the exclusive use of the Caretaker to enable the Caretaker to carry out their duties pursuant to any agreement between the Community Association and the Caretaker.

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## **PART 5 BY-LAWS REQUIRED BY PUBLIC AUTHORITIES**

This part may specify by-laws made at the request of a public authority. These by-laws may provide that amendments may not be made without the consent of the public authority (see Schedule 3 clause 4 of the *Community Land Development Act 1989*).

### **BY LAW 61 INTEGRAL ENERGY AUSTRALIA ACCESSWAYS**

The Community Association agrees that if the surface of the accessways does not support the heavy vehicles, machinery and materials necessary to maintain Integral Energy Australia's electrical equipment and street lighting, the Community Association will be responsible for repairing any damage caused to the surface of the accessways during such maintenance. This provision applies despite any other easement terms to the contrary.

### **BY LAW 62 INTEGRAL ENERGY AUSTRALIA ELECTRICITY SYSTEM**

- 62.1 The high voltage and low voltage electrical system and the street lighting system are set out in the Integral Energy Drawing No. 305639 and as laid within easement for underground cable in the registered Community Plan and S88B instrument attached to the registered Community Plan.
- 62.2 The Integral Energy Australia is responsible for the maintenance, repair and refurbishment of these systems.
- 62.3 The Community Association guarantees Integral Energy Australia, 24 hour access to the electricity system and the street lighting system for operation and maintenance as required.

### **BY LAW 63 INTEGRAL ENERGY AUSTRALIA LIGHTING SERVICES AGREEMENT**

- 63.1 Integral Energy Australia is responsible for the operation and minimal maintenance of the lighting system, as detailed in the Integral Energy Australia Lighting Services Agreement Terms and Conditions. This includes the supply of energy and the replacement of faulty lamps, photoelectric cells and fuses. The Community Association is responsible for all other maintenance and repairs to the lighting system.
- 63.2 The Community Association guarantees Integral Energy Australia, 24 hour access to the lighting system for operation and maintenance as required.
- 63.3 The Community Association agrees that if the surface of the accessways does not support the heavy vehicles, machinery and materials necessary to maintain Integral Energy Australia's electrical equipment and street lighting, the Community Association will be responsible for repairing any damage caused to the surface of the accessways during such maintenance. This provision applies despite any other easement terms to the contrary.

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**BY LAW 64 TELSTRA TELECOMMUNICATION NETWORK**

- 64.1 The Telstra telecommunication network is located on Community Property
- 64.2 The telecommunication network is the property of Telstra.
- 64.3 Telstra is responsible for the maintenance, repair, refurbishment, and augmentation of the telecommunication network located on Community Property.

**BY LAW 65 SYDNEY WATER CORPORATION WATER SUPPLY NETWORK**

- 65.1 The Sydney Water Corporation sewer network is located on Community Property and is located within Community Development Lots and is defined in diagram Case No.102496WW and 102498WW..
- 65.2 The sewer network is the property of Sydney Water Corporation.
- 65.3 Sydney Water Corporation is responsible for the maintenance, repair, refurbishment, and augmentation of the sewer network located on Community Property, Community Development Lots and on each Lot.
- 65.4 Each owner of a Lot owns the sewer service line connection that connects the Lot to the Sydney Water Corporation sewer network and is responsible for the cost of maintenance, repair, refurbishment, and augmentation of the sewer service line connection.
- 65.5 The Community Association owns the sewer service line connection that connects the Community Property to the Sydney Water Corporation sewer network and is responsible for the cost of maintenance, repair, refurbishment, and augmentation of the sewer service line connection.

**BY LAW 66 SYDNEY WATER CORPORATION SEWER NETWORK**

- 66.1 The Sydney Water Corporation water supply network is located on Community Property and is defined in diagram Case No.102498PW at Camellia Avenue Glenmore Park..
- 66.2 The water supply network is the property of Sydney Water Corporation.
- 66.3 Sydney Water Corporation is responsible for the maintenance, repair, refurbishment, and augmentation of the water supply network located on Community Property.
- 66.4 Each owner of a Lot owns the water supply service line connection from the Sydney Water Corporation water supply network that connects the Lot to the Sydney Water Corporation water supply network and is responsible for the costs of maintenance, repair, refurbishment, and augmentation of the water supply service line connection.
- 66.5 The Community Association owns the water supply service line connection from the Sydney Water Corporation water supply network that connects the Community Property to the Sydney Water Corporation water supply network and is responsible for

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the cost of maintenance, repair, refurbishment, and augmentation of the water supply service line connection.

## **BY LAW 67 STUDIO UNITS**

67.1 The Community Association and the Owners or Occupiers of Lots will ensure that any studio units associated with a Lot shall not be used or converted for use as a separate occupancy or residence.

## **BY LAW 68 MAINTENANCE OF EXTERNAL FINISHES**

68.1 The Community Association and the Owner or Occupier of a Lot shall ensure that the external finishes of all structures and buildings (including utility rooms and fencing) located on or forming part of the Community Property or Common Property are maintained at all times and any graffiti or vandalism is immediately removed or repaired.

## **BY LAW 69 AIR CONDITIONING**

69.1 The Community Association and the Owner or Occupier of a Lot shall ensure that any air conditioning unit is not installed in a structure or building located on a Lot without the prior approval of the Council if the:

69.1.1 air conditioning unit is to be located within 3 metres of a Lot boundary; or

69.1.2 noise levels admitted by the air conditioning unit will exceed 5dB(A) above the ambient background noise level measured at the Lot boundary.

69.2 The Community Association and the Owner or Occupier of a Lot shall not install an air conditioning unit prior to a separate development application for the installation of the air conditioning unit being submitted to the Council and consent to that separate development application being obtained from the Council.

69.3 Subject to By-Laws 69.1 and 69.2 each owner for the time being of each lot in the community association and each lot in a subsidiary body is conferred with the right to install an air-conditioning system (hereinafter defined as including a self-contained or split-system air conditioning unit, compressor, filter, ducting, electrical wiring and all associated equipment wherever located) (hereinafter referred to as the "air-conditioner") to service the owners lot within the strata scheme subject to the following terms and conditions:

69.3.1 The owners of any lot proposing to undertake the installation of an air-conditioner must submit comprehensive plans and diagrams of the proposed installation to the secretary of the community association or managing agent not less than fourteen (14) days before the air-conditioner is to be installed;

69.3.2 the air-conditioner shall not be or become or in any way be construed to be community association property or common property of the subsidiary body and shall always remain the sole property of the owner for the time being of the lot which it services;

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- 69.3.3 the air-conditioner must be installed in a location and in such a way that it is not readily visible from the street front or any other public areas bounding the strata scheme and in accordance with the positions specified in the approved construction certificate diagrams for the 'Elysia' development for the lot to which the air-condition will service.
- 69.3.4 the owners of any lot, including a lot in a subsidiary body undertaking the installation of an air-conditioner must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
- 69.3.5 the installation of the air-conditioner must be effected in a workmanlike manner by licensed and insured tradespersons;
- 69.3.6 the air-conditioner must not create any noise likely to interfere with the peaceful enjoyment of any owner or occupier of a lot in the community association or any subsidiary body;
- 69.3.7 the air-conditioner must not expel any effluent or exhaust any air in such a way as to cause discomfort or inconvenience to an owner or occupier of a lot in the community association or any subsidiary body or to cause damage to the association property or common property of a subsidiary body, including any plants, garden or lawn;
- 69.3.8 any damage to association property or common property of a subsidiary body that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the air-conditioner must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
- 69.3.9 the air-conditioner must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
- 69.3.10 the air-conditioner and all filters must be regularly cleaned by the owner;
- 69.3.11 the owner shall inform the secretary or managing agent of the association not later fourteen (14) days before the air-conditioner is to be replaced or renewed;
- 69.4 In the event that an owner or occupier of a lot to which the air-conditioner is installed, after notice, fails to comply with any matters set out in conditions (a) to (k) hereof then the community association may terminate the right of the owner or occupier to install the air-conditioner.

## **BY LAW 70 DISPOSAL OF GARBAGE**

- 70.1 The owner or occupier of a Lot must observe and comply with any rules set by the Community Association relating to the storage and disposal of garbage.
- 70.2 Without limiting the above, the owner or occupier of a Lot must ensure that:

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- 70.2.1 all garbage on the Lot is secured so that it does not emit odours and hidden from view from outside the Lot;
- 70.2.2 used bottles, boxes and containers, waste paper and other similar items are stored so that they are hidden from view outside the Lot;
- 70.2.3 garbage is made available for collection by the Council in accordance with Council's By-Laws and Ordinances relating to the disposal of garbage.
- 70.2.4 the Community Association will maintain bin servicing (standing) locations. The bin servicing locations will be hard stand areas with a minimum of 0.9 metres per bin, based on two bins per Lot. The bin servicing location hard stand areas must have a minimum depth of 0.8 metres.
- 70.2.5 the Community Association must ensure that bin servicing (standing) areas shall be provided for use on the day of garbage collection and that each Lot shall be allocated Two (2) bin positions which are to be clearly marked and identified with each Lot number.
- 70.2.6 the Community Association must ensure there are no obstructions behind or above the bin serving locations including no trees, or tree canopies or poles, lights etc, which may impede the process of servicing bins.
- 70.2.7 the Community Association and all Owners and Occupiers of a Lot shall ensure that there is no vehicle parked on the access way on the day of garbage collection unless it is parked within a designated parking area and will not impede the garbage collection service and the Community Association shall install and maintain suitable signs regulating parking for the purposes of this by law.
- 70.2.8 The Owner or Occupier of a Lot must ensure that bins are placed out for collection the night before a garbage collection day in their Lot's located bin position on the bin servicing location hard stand areas and return their Lot's bins to their Lot no later than the evening after the garbage collection service has been performed.
- 70.3 The Community Association must ensure that the Council and it's contractors are indemnified against damage to property or injury to persons when accessing the Community Parcel to perform garbage collection services, including bulky waste collections and the Community Association must ensure that appropriate insurance cover is maintained so that the Community Association can comply with the obligations of this by law.

AK168982  
BY-LAW 71 ADDED  
SEE ANNEXURE 'A'**DATED** this  
26-4-2016



day of 2006.

AQ836142 BY-LAW 72 & 73  
ADDED. SEE ANNEXURE 'B'



8.6.2021

AT144322 BY-LAW 74  
ADDED. SEE ANNEXURE 'C'



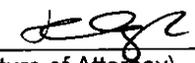
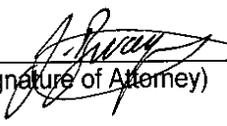
8.6.2023

Elysia  
Community Management Statement

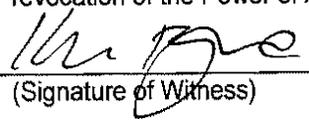
7 February 2008

# DP270546

Signed in my presence for and on behalf of  
**TWEEDSTONE PTY LIMITED (ACN 112 196 362)** under the  
Power of Attorney dated 16 March 2007 (Registration Book 4512  
Number 302) by its Attorney:

 _____ (Signature of Attorney)	Kate Constance Braybrook _____ Full name of Attorney	<i>General Manager NW</i> _____ Title of Attorney
 _____ (Signature of Attorney)	Joe Bevacqua _____ Full name of Attorney	<i>DEVELOPMENT MANAGER</i> _____ Title of Attorney
_____ (Signature of Attorney)	Joseph Sodoti _____ Full name of Attorney	_____ Title of Attorney

who are personally known to me and each of whom declare that they have received no notice of revocation of the Power of Attorney under which this document is signed

 _____ (Signature of Witness)	KEVIN FIGUEROA _____ Full name of Witness
--	---

### CERTIFICATE OF APPROVAL

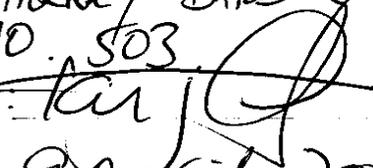
It is certified:-

- (a) that the consent authority has approved of the development described in development Application No. *06/1217*; and
- (b) that the terms and conditions of this Management Statement are not inconsistent with that development as approved.

Date: *27, 8, 08*

Signed on behalf of consent authority ..... 

### MORTGAGEE APPROVAL

*PERMANGANT NOMINEES (AUST) LTD ABN 14 000 154 441, BY ITS  
DULY CONSTITUTED ATTORNEY TARYN AMBER MACKENZIE,  
ASSOCIATE DIRECTOR INSTITUTIONAL PROPERTY GROUP, AUSTRALIA  
AND NEW ZEALAND BANKING GROUP LTD ABN 11 005 357 522,  
UNDER POWER OF ATTORNEY DATED 3 AUGUST 2007, REGISTERED  
AS BOOK 4526, NO. 503  
SIGNED:   
DATED: *9 April 2008**



TERMS OF INSTRUMENT  
NOT CHECKED IN LAND  
AND PROPERTY INFORMATION

TABLE OF SHORT AND CURVED BOUNDARIES

LINE	BEARING	DISTANCE	ARC	RADIUS
1	149°37'20"	0.85		
2	59°37'20"	2.12		
3	273°34'	17.1	17.15	66
4	126°06'	8.59		
5	68°17'20"	7.365	7.41	19.5
6	63°15'	8.765		
7	153°15'	6.76		
8	184°12'	5.43		
9	246°00'20"	1.41		
10	237°18'	4.26		
11	37°18'	6.56		
12	74°29'50"	4.555		
13	147°18'	6.36		
14	217°09'30"	5.08		
15	301°06'30"	6.035		
16	194°37'20"	0.915		
17	337°52'	8.01	9.295	5
18	106°20'	5.205		
19	78°44'	1.72		

ACCESSWAY PLAN

MANAGEMENT STATEMENT

SHEET 60 OF 61 SHEETS

DP270546

PLAN ILLUSTRATING OPEN ACCESSWAY WITHIN THE SUBDIVISION OF LOT 100  
 D.P. 1115855

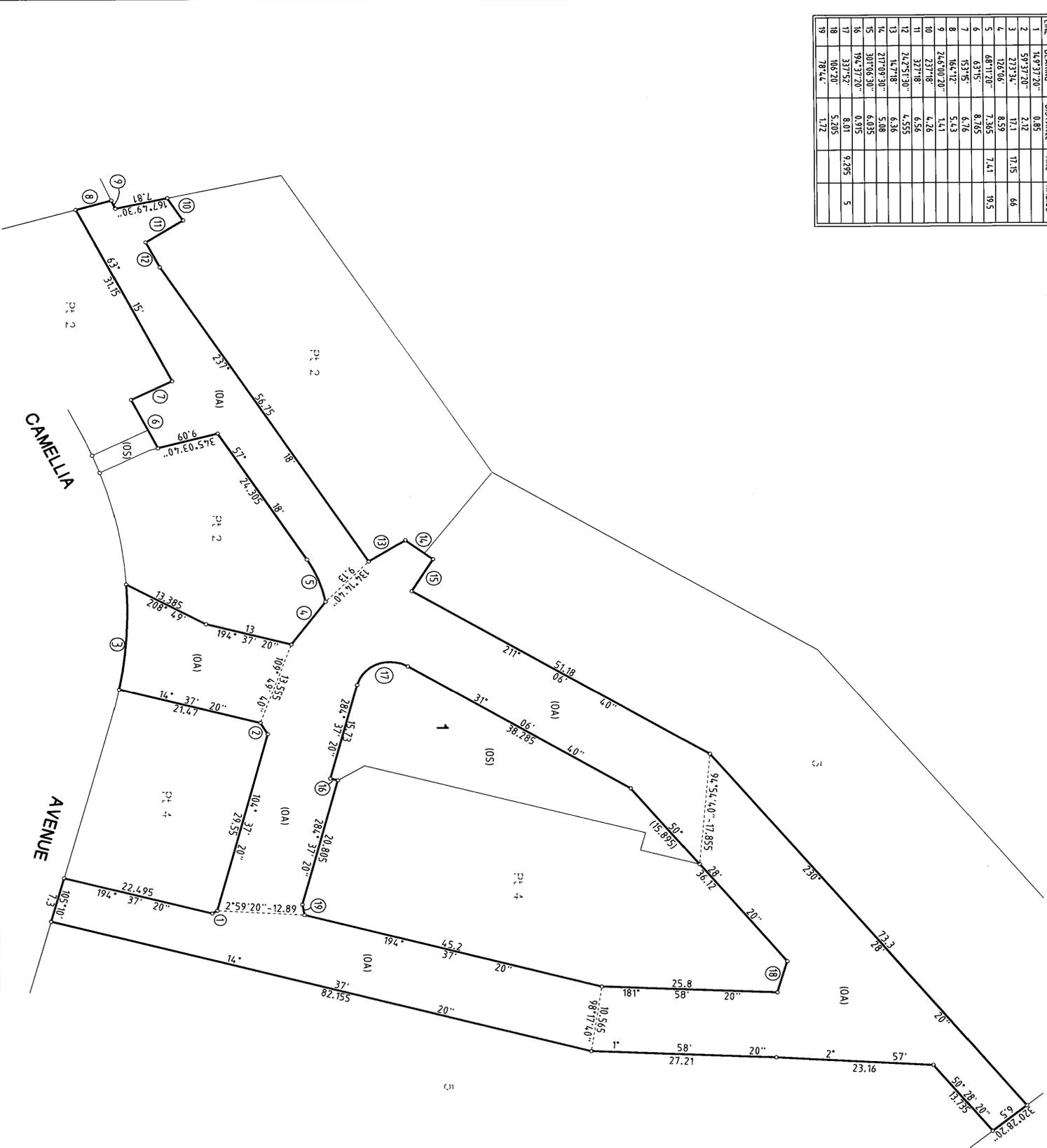
PHILIP JOHN MCCOULLAN, *surveyor* of PROUST & GARDNER CONSULTING  
 406 PACIFIC HIGHWAY, LINDFIELD  
 certify that this is a plan of the service works/ access ways provided for the development shown in Community / Premerit / Neighbourhood Plan No. \_\_\_\_\_  
 Signed: *Philip Munk* Date: 23/11/2027

REGISTERED  SB 19.5.2008

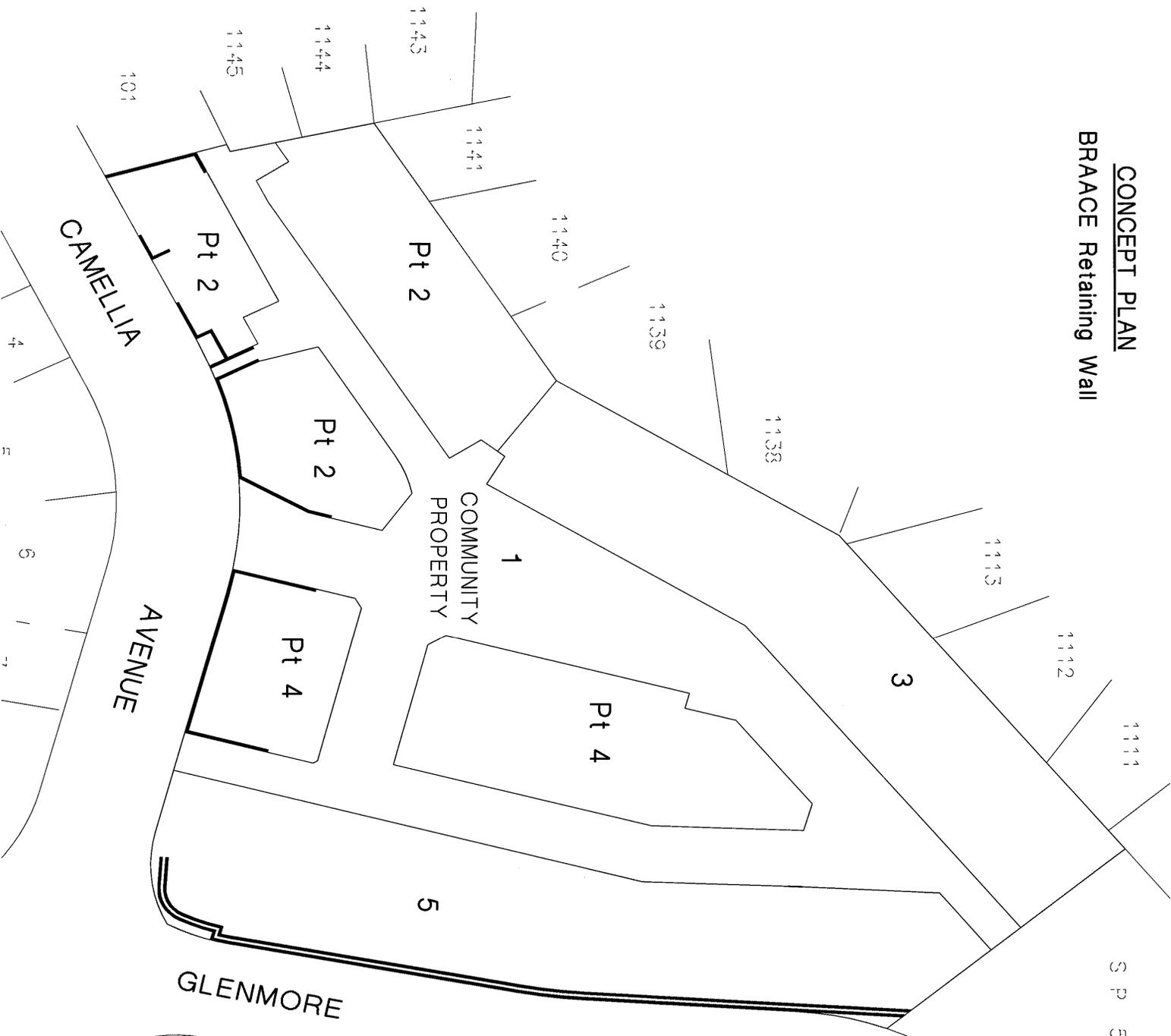


NOTE:  
 THIS PLAN ILLUSTRATES OPEN ACCESSWAYS WHICH ARE COMMUNITY PROPERTY AND ARE NOT PUBLIC ROAD WITHIN THE MEANING OF THE ROADS ACT 1993.

(OA) OPEN ACCESSWAY  
 (OS) OPEN SPACE NOT INCLUDED IN OPEN ACCESSWAY



# CONCEPT PLAN BRAACE Retaining Wall



S P 5 3 9 2 3

MANAGEMENT STATEMENT  
SHEET 61 OF 61 SHEETS

DP270546



DP 8 6 5 4 5 9

2

9104  
DP 1022720

9103

Denotes BRAACE Retaining Wall  
Location of BRAACE Retaining Walls plotted vide  
design plans and is indicative only.

Form: 21CSM  
Release: 2.2  
www.lpma.nsw.gov.au

**AMENDMENT OF  
MANAGEMENT STATEMENT**

New South Wales  
Section 39

Community Land Development Act 1989

**DP 270546**

**MANAGEMENT STATEMENT**

**ANNEXURE 'A'**

**Sheet 1 of 2 Sheets**

**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

1/270546

(B) LODGED BY

Document Collection Box  <b>573X</b>	Name, Address or DX, Telephone, and Customer Account Number if any Network Strata Services Pty Limited 123421L PO BOX 265 Hurstville BC NSW	CODE
	Reference: 270546	<b>CS</b>

11/3/16  
11/9/16  
13/4/16  
22/4/16

(C) APPLICANT

Community Association	Deposited Plan No. 270546
-----------------------	---------------------------

(D)

The applicant certifies that by a special resolution passed on 14 January 2016 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

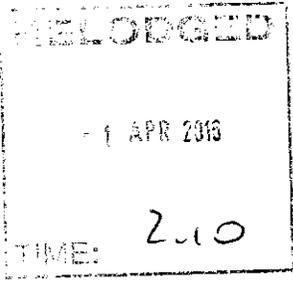
(E) BY-LAWS

Repealed	Added <sup>71</sup> <del>49 45 61 62</del>	as fully set out below
----------	---	------------------------

Witness

(F) TEXT OF ADDED BY-LAW

AS ATTACHED



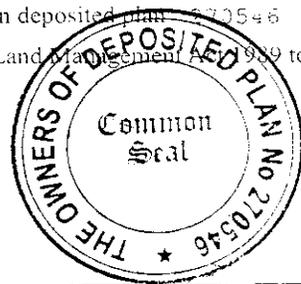
(G) The common seal of the Community association deposited plan 270546 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

*Wendy Caraciannis*

Name of witness: WENDY W. Caraciannis, Netstrata

Date: 22 January 2016



**DP 270546**  
**MANAGEMENT STATEMENT**  
**ANNEXURE 'A'**  
Sheet 2 of 2 Sheets

Annexure A Change of By-Laws

Parties: 270546

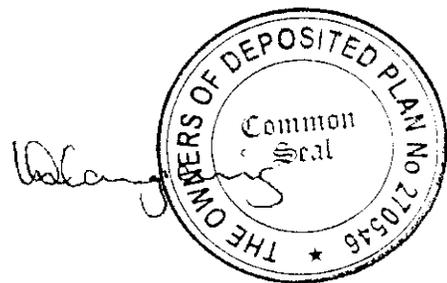
Dated: 14 January 2016

71

Special By-Law ~~73~~ Installation of Security Gate

(a) To purchase and install a security gate to the main entrance and two side pedestrian gates of the Community Association including all associated equipment such as motor, receiver, power points, security intercom;

(b) The maintenance, repair, renewal and replacement of the equipment referred to in subclause (a).



RELODGED

Form: 21CSM  
Release: 2-4

04 JUN 2021

**AMENDMENT OF  
MANAGEMENT STATEMENT**

New South Wales  
Section 39

**DP270546**

MANAGEMENT STATEMENT

ANNEXURE 'B'  
SHEET 1 OF 5

TIME:

Community Land Development Act 1989

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**

1/270546

(B) **LODGED BY**

Document Collection Box <b>573X</b>	Name, Address or DX, Telephone, and Customer Account Number if any	<b>CODE</b>  <b>CS</b>
	Network Strata Services Pty Limited 123421L P O Box 265 HURSTVILLE BC NSW 1491	
	Email: <u>anit.dalag@netstrata.com.au</u> Reference: 270546	

(C) **APPLICANT**

Community Association	Deposited Plan No. 270546
-----------------------	---------------------------

(D)

The applicant certifies that by a special resolution passed on 12 January 2021 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

Repealed Not applicable	Added By-Laws 72, 73 as fully set out below
----------------------------	--

(F) **TEXT OF ADDED BY-LAW**

As attached- Annexure A

*authorised to amend  
DORINA BROWN 4/6/21*



(G) The common seal of the Community association deposited plan 270546 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

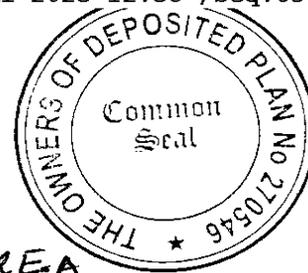
Name of witness: Anita Dalag- Netstrata

Date: 16 February 2021

# DP270546

## MANAGEMENT STATEMENT

ANNEXURE 'B'  
SHEET 2 OF 5



### ANNEXURE

#### AMENDMENT TO COMMUNITY MANAGEMENT STATEMENT – ADDITIONAL BY-LAW

*authorised to  
Amend. Dorine Brown  
4/6/21*

By-Law No. 71- Installation of Security Gate- Dealing: AK 168982 – Dated: 22 January 2016

- (a) ~~To purchase and install a security gate to the main entrance and two side pedestrian gates of the Community Association including all associated equipment such as motor, receiver, power points, security intercom;~~
- (b) ~~The maintenance, repair, renewal and replacement of the equipment referred to in subclause (a).~~

By-Law 72- Parking- Passed 12 January 2021

1. No Parking on ~~Common~~ <sup>Community P</sup> Property by Owners and Occupiers Without Approval

An owner or occupier of a lot must not park or stand any motor or other vehicle ("vehicle") on the ~~common~~ <sup>Community</sup> property, including the visitor parking spaces, except with the prior written approval of the Community Association.

2. No Parking on ~~Common~~ <sup>Community</sup> Property by Tenants to be Permitted by Owners Without Approval

An owner of a lot must:

- (a) not allow any occupiers of the owner's lot, including the owner's lessees or tenants, to park or stand any vehicle on the ~~common~~ <sup>Community</sup> property except with the prior written approval of the Community Association, and
- (b) take all reasonable steps to ensure that any occupiers of the owner's lot, including the owner's lessees or tenants, do not park or stand any vehicle on the ~~common~~ <sup>Community</sup> property except with the prior written approval of the Community Association.

3. No Parking on ~~Common~~ <sup>Community</sup> Property by Visitors to be Permitted by Owners or Occupiers Except in Visitor Parking Spaces

An owner or occupier of a lot must:

- (a) not allow any visitors or invitees of the owner or occupier, including any tradespeople, to park or stand any vehicle on the ~~common~~ <sup>Community</sup> property except in a visitor parking space,
- (b) take all reasonable steps to ensure that any visitors or invitees of the owner or occupier, including any tradespeople, do not park or stand any vehicle on the ~~common~~ <sup>Community</sup> property except in a visitor parking space.

4. Definition of a Visitor

A visitor is a person who stays in that Owner's Lot for not more than 48 hours in any one week.

5. Privately Owned Parking Spaces

Parking spaces owned privately (Lot property) must be clear of all stored items and debris, these parking spaces are solely for the parking of vehicles.

6. No Parking on ~~Common~~ <sup>Community</sup> Property by Outsiders

An owner or occupier of a lot must not allow any person who is not visiting the parcel to park or stand a vehicle on the ~~common~~ <sup>Community</sup> property, including the visitor parking spaces.

7. No Parking in Another Parking Space

An owner or occupier of a lot must not park or stand any vehicle in a parking space that is or forms part of another lot without the written approval of the owner or occupier of that parking space.

8. Breach of By-Law - No Parking Notices

(a) In the event that an owner or occupier of a lot (including a lessee or tenant) breaches this by-law, the Community Association may:

# DP270546

## MANAGEMENT STATEMENT

### ANNEXURE 'B' SHEET 3 OF 5

- (i) give the owner or occupier in breach a notice, or place a notice on the offending vehicle, requesting the removal of the offending vehicle, advising of the terms of this by-law and the consequences of the breach ("removal notice"),
- (ii) issue more than one removal notice throughout the duration of the breach of this by-law (but it must not act unreasonably when doing so), and
- (iii) recover as a debt from the owner or occupier in breach of this by-law:
  - (A) the sum of \$165.00 (including GST), or such other amount as may be determined from time to time by the executive committee ("administrative cost"), being a genuine pre-estimate of the administrative costs incurred by the Community Association in issuing the removal notice, and
  - (B) the expenses incurred by the Community Association recovering the administrative cost including legal costs and disbursements on an indemnity basis ("recovery costs").
- (b) For the avoidance of doubt, if the Community Association issues more than one removal notice throughout the duration of a breach of this by-law it may recover as a debt from the owner or occupier in breach of this by-law the administrative cost multiplied by the number of notices it issues.

#### 9. Breach of By-Law - Recovery of Expenses

9.1 In the event that an owner or occupier of a lot (including a lessee or tenant) breaches this by-law, the Community Association may:

- (a) rectify the breach, and/or
- (b) to the extent permitted by law, recover from the owner or occupier as a debt:
  - (i) the expenses incurred by the Community Association arising out of or caused by the breach, including expenses incurred rectifying or attempting to rectify, restrain or prevent the breach ("breach expenses"); and
  - (ii) the expenses incurred by the Community Association recovering the breach expenses including legal costs and disbursements on an indemnity basis ("recovery expenses").
- (c) charge interest (at the same rate that applies to overdue contributions under Section 20 of the Community Lands Management Act 1989) on any amounts it may recover as a debt pursuant to this by-law if any such amounts are not paid at the end of one month after they become due and payable;

9.2 For the purpose of this by-law, any administrative cost, recovery costs, breach expenses and recovery expenses become due and payable by the owner or occupier concerned at the same time as the Community Association incurs those costs or expenses.

9.3 Nothing in this clause limits the rights of or the remedies available to the Community Association on a breach of this by-law.

#### 10. Mode of Recovery of Expenses, Interest, etc

In the case of an owner of a lot, the Community Association may include reference to any administrative cost, recovery costs, breach expenses or recovery expenses for which that owner is liable on:

- (a) the owner's account with the Community Association;
  - (b) levy notices given to that owner; and
- for the purpose of recovering any of those amounts from the owner as a debt.

#### 11. Inconsistencies

To the extent that any provision in this by-law is inconsistent with any other by-law, the provision in this by-law will prevail to the extent of the inconsistency.

#### By-Law 73- Recovery of Administrative Costs Passed 12 January 2021

. The intention of this By-law is to provide the Community Association with a fair and equitable mechanism to recover the costs of reasonable administrative charges incurred by the Community Association for additional management operations that have occurred due to the activities or behaviour of an owner/s or tenant/s of a lot within the scheme.

ii. Examples include, but are not limited to, additional expenses incurred for remedying By-law breaches, damaged caused to common property as a result of moving furniture, damaged caused to common property as a result of refusing to allow access to a lot, fines or call out fees imposed by the NSW Fire brigades due to false alarms, costs of removing abandoned goods.

# DP270546

## MANAGEMENT STATEMENT

ANNEXURE 'B'  
SHEET 4 OF 5

### A) Definitions

i. Terms used in this By-law which are defined in the Community Land Management Act have the same meaning given to them in that Act

ii. The following terms are defined to mean:

'Administrative Cost' means the costs incurred by the Community Association imposed by the Community Association Agents, other authorities or increases in insurance premiums.

Community Association Agents' means the Community Association Managing Agent, Community Association Committee or any contractor, consultant, legal counsel or other personnel engaged by the Community Association.

'the Act' means the Community Lands Management Act.

'Other Authorities' includes but is not limited to any government or statutory authority such as the NSW Fire Brigades, Local Council or Work Cover.

'Increases in Insurance Premiums' means increases in the Community Association building insurance or public liability premiums

'Activities or Behaviour' includes but is not limited to, breaching the Community Association By-laws, damaging common property, refusing access to the lot to allow an inspection of fire services and window locks, excessive or inordinate contact with the Community Association agents which incurs a fee.

### B) Rights and Obligation of Owners

i. A lot owner shall be liable to compensate the Community Association for the Administrative Costs charged to the Community Association by the Community Association Agents, other authorities or increases in insurance premiums to the activities or behaviour of owner/s or tenants;

ii. A lot owner must take all reasonable steps to ensure that any occupier of their lot/s complies with all by-laws;

iii. This By-law applies equally to the behaviour and activities of owners and tenants (and visitors to each) and where a lot has been leased, the lot owner shall be responsible for the behaviour of their tenants;

iv. Where an administrative cost has been applied pursuant to this By-law, a lot owner may apply to the Community Association that the administrative fee be reduced or waived.

v. In the event the Community Association rejects a request made by a lot owner pursuant to sub- clause B)(iv) above, all charges imposed by this By-law shall stand.

### C) Rights, Powers and Obligations of the Community Association

i. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

ii. The Community Association must not impose a fee or seek compensation from a lot owner unless the proposed fee has been approved by the Community Association Committee.

iii. The Community Association shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;

iv. The Community Association must serve upon the owner a written notice of the contribution payable;

# DP270546

MANAGEMENT STATEMENT

ANNEXURE 'B'  
SHEET 5 OF 5

- v. The Community Association may charge interest upon any contribution payable under this By-Law pursuant to section 20 of the Act;
- vi. The Community Association may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 20 of the Act.



*Ag*

TERMS OF INSTRUMENT NOT CHECKED  
IN NSW LAND REGISTRY SERVICES

Form: 21CSM  
Release: 2-6

**AMENDMENT/CONSOLIDATION  
OF  
MANAGEMENT STATEMENT**

**DP270546**

MANAGEMENT STATEMENT

New South Wales  
Section 108 Community Land Development Act 2021  
Section 28 Community Land Development Regulation 2021

ANNEXURE 'C'  
SHEET 1 OF 2

**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**

1/270546
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(B) **LODGED BY**

Document Collection Box <b>573X</b>	Name, Address or DX, Telephone, and Customer Account Number if any Network Strata Services Pty Limited	CODE <b>CS</b>
	Email: anita.dalag@netstrata.com.au	
	Reference: 270546	

(C) **APPLICANT**

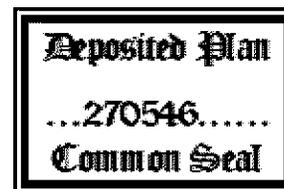
Community Association	Deposited Plan No. 270546
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(D) The applicant certifies that a special resolution was passed on 13 December 2022 pursuant to the requirements of section 131 of the Community Land Management Act 2021 to amend the management statement as follows:

(E) **BY-LAWS**

Repealed not applicable	Added/Amended 74 as fully set out below
----------------------------	--

(F) **TEXT OF ADDED/AMENDED BY-LAW**  
Annexure A



(G) A consolidated version of the management statement affecting the abovementioned association and incorporating the change referred to at Note (E) is annexed hereto and marked

(H) The common seal of the Community association deposited plan 270546 was affixed hereto in the presence of a person authorised by section 235 of the Community Land Management Act 2021 to attest the affixing of the seal.

Signature of witness:  Electronic signature of me, Anita Dalag, affixed by me, on 16/05/23 at 11:50 AM  
Property & Stock Agent Act 2002 Licence No 867112

Name of witness: Anita Dalag- Netstrata-Strata Mgr

Date:



**By-Laws**

Electronic signature of me, Anita Dalag,  
affixed by me, on 16/05/23 at 11:50 AM  
Property & Stock Agent Act 2002 Licence No  
867112

**Community Association 270546  
CAMELLIA AVENUE GLENMORE PARK**

**"Annexure A"**

**DP270546**

MANAGEMENT STATEMENT

ANNEXURE 'C'

SHEET 2 OF 2

**74 Pre-Meeting & Electronic Voting**

**Registration Date: 16/05/2023**

**A) Intention**

The intention of this By-law is to provide authorisation to both the Association and Association Committee to utilise pre-meeting electronic voting and electronic voting as a means of collecting and counting votes for a matter to be determined by either the Association or Association Committee.

**B) Pre-Meeting Electronic Voting**

The Association, in addition to the functions conferred upon it by or under the Community Land Management Act 2021(NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by Clause 15 of the Community Land Management Regulation 2021.

**C) Electronic Voting**

The Association and Association Committee shall be authorised to utilise electronic means of voting including but not limited to, teleconferencing, video-conferencing, email (including scanned ballot papers), websites, mobile applications and other electronic means for the purpose of collecting and counting votes on any matter for determination by the Association or Association Committee prior and during the conduct of a meeting.

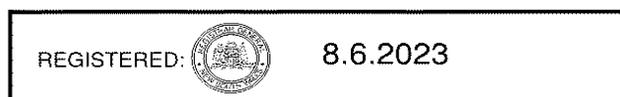
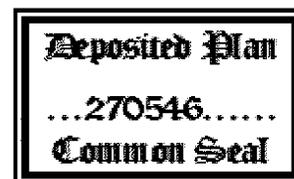
**D) Compliance and Capability**

Where the Association or Association Committee elects to use pre-meeting voting and/or electronic voting to assist with the conduct of a meeting, the secretary or Managing Agent must ensure that;

(i) All rules surrounding the conduct of a meeting wholly or partially by pre-meeting and electronic voting are followed as specified by the Community Land Management Act 2021, Community Land Management Regulation 2021 as well as the terms of this By-law, and

(ii) The venue and electronic means used have the appropriate capabilities that will enable the meeting to be conducted using those mediums.

TERMS OF INSTRUMENT NOT CHECKED  
IN NSW LAND REGISTRY SERVICES



Report Date: 16th May 2023

**PLANNING CERTIFICATE UNDER SECTION 10.7**  
Environmental Planning and Assessment Act, 1979

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Property No: 785342  
Your Reference: Rauv Sale-#119948515#  
Contact No.

Issue Date: 21 July 2023  
Certificate No: 23/03282

Issued to: Infotrack  
D X 578  
SYDNEY

PRECINCT 2010

**DESCRIPTION OF LAND**

**County:** CUMBERLAND **Parish:** MULGOA

**Location:** 45/47 Camellia Avenue GLENMORE PARK NSW 2745  
**Land Description:** Lot 1 SP 82944

**- PART 1 PRESCRIBED MATTERS -**

In accordance with the provisions of Section 10.7 of the Act the following information is furnished in respect of the abovementioned land:

**1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPs**

***1(1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land:***

The following Local environmental planning instruments apply to the land:

Penrith Local Environmental Plan 2010, published 22nd September 2010, as amended, applies to the land.

The following State environmental planning instruments apply to the land:

State Environmental Planning Policy (Biodiversity and Conservation) 2021, Chapter 2 - *Vegetation in non-rural areas.*

State Environmental Planning Policy (Biodiversity and Conservation) 2021, Chapter 6 - *Water Catchments* - (Note: This policy does not apply to land to which State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 5 - *Penrith Lakes Scheme*, applies.)

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004.

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

State Environmental Planning Policy (Housing) 2021.

State Environmental Planning Policy (Industry and Employment) 2021, Chapter 3 - *Advertising and signage.*

State Environmental Planning Policy No.65 - Design Quality of Residential Apartment Development.

State Environmental Planning Policy (Planning Systems) 2021, Chapter 2 - *State and regional development.*

**PLANNING CERTIFICATE UNDER SECTION 10.7**  
Environmental Planning and Assessment Act, 1979

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State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 2 - *State Significant Precincts*.

State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 4 - *Western Sydney Aerotropolis*.

State Environmental Planning Policy (Primary Production) 2021, Chapter 2 - *Primary production and rural development*.

State Environmental Planning Policy (Resilience and Hazards) 2021, Chapter 3 - *Hazardous and offensive development*.

State Environmental Planning Policy (Resilience and Hazards) 2021, Chapter 4 - *Remediation of land*.

State Environmental Planning Policy (Resources and Energy) 2021, Chapter 2 - *Mining, petroleum production and extractive industries*.

State Environmental Planning Policy (Resources and Energy) 2021, Chapter 3 - *Extractive industries in Sydney area*.

State Environmental Planning Policy (Transport and Infrastructure) 2021, Chapter 2 - *Infrastructure*.

State Environmental Planning Policy (Transport and Infrastructure) 2021, Chapter 3 - *Educational establishments and childcare facilities*.

State Environmental Planning Policy (Biodiversity and Conservation) 2021, Chapter 13 - *Strategic Conservation Planning* applies to the land.

The following Development Control Plans apply to the land:

Penrith Development Control Plan 2014 applies to the land.

***1(2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been the subject of community consultation or on public exhibition under the Act, that will apply to the carrying out of development on the land:***

(Information is provided in this section only if a proposed environmental planning instrument that is or has been the subject of community consultation or on public exhibition under the Act will apply to the carrying out of development on the land.)

## **2 ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS**

***For each environmental planning instrument or draft environmental planning instrument referred that includes the land in a zone (however described):***

***2(a)-(b) the identity of the zone; the purposes for which development in the zone may be carried out without development consent; the purposes for which development in the zone may not be carried out except with development consent; and the purposes for which development in the zone is prohibited. Any zone(s) applying to the land is/are listed below and/or in annexures.***

### **Zone R3 Medium Density Residential (Penrith Local Environmental Plan 2010)**

#### **1 Objectives of zone**

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.

**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To provide for a concentration of housing with access to services and facilities.
- To enhance the essential character and identity of established residential areas.
- To ensure that a high level of residential amenity is achieved and maintained.
- To ensure that development reflects the desired future character and dwelling densities of the area.

**2 Permitted without consent**

Home occupations

**3 Permitted with consent**

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home industries; Information and education facilities; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing; Tank-based aquaculture

**4 Prohibited**

Any other development not specified in item 2 or 3

***2(c) whether additional permitted uses apply to the land,***

(Information is provided in this section only if environmental planning instruments apply additional permitted use provisions to this land.)

**Additional information relating to Penrith Local Environmental Plan 2010**

**Note 1:** Under the terms of Clause 2.4 of Penrith Local Environmental Plan 2010 development may be carried out on unzoned land only with development consent.

**Note 2:** Under the terms of Clause 2.6 of Penrith Local Environmental Plan 2010 land may be subdivided but only with development consent, except for the exclusions detailed in the clause.

**Note 3:** Under the terms of Clause 2.7 of Penrith Local Environmental Plan 2010 the demolition of a building or work may be carried out only with development consent.

**Note 4:** A temporary use may be permitted with development consent subject to the requirements of Clause 2.8 of Penrith Local Environmental Plan 2010.

**Note 5:** Under the terms of Clause 4.1A of Penrith Local Environmental Plan 2010, despite any other provision of this plan, development consent must not be granted for dual occupancy on an internal lot in Zone R2 Low Density Residential.

**Note 6:** Under the terms of Clause 5.1 of Penrith Local Environmental Plan 2010 development on land acquired by an authority of the State under the owner-initiated acquisition provisions may, before it is

**PLANNING CERTIFICATE UNDER SECTION 10.7**  
Environmental Planning and Assessment Act, 1979

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used for the purpose for which it is reserved, be carried out, with development consent, for any purpose.

**Note 7:** Under the terms of Clause 5.3 of Penrith Local Environmental Plan 2010 development consent may be granted to development of certain land for any purpose that may be carried out in an adjoining zone.

**Note 8:** Clause 5.10 of Penrith Local Environmental Plan 2010 details when development consent is required/not required in relation to heritage conservation.

**Note 9:** Under the terms of Clause 5.11 of Penrith Local Environmental Plan 2010 bush fire hazard reduction work authorised by the *Rural Fires Act 1997* may be carried out on any land without development consent.

**Note 10:** Under the terms of Clause 7.1 of Penrith Local Environmental Plan 2010 (PLEP 2010) development consent is required for earthworks unless the work is exempt development under PLEP 2010 or another applicable environmental planning instrument, or the work is ancillary to other development for which development consent has been given.

**Note 11:** Sex services premises and restricted premises may only be permitted subject to the requirements of Clause 7.23 of Penrith Local Environmental Plan 2010.

***2(d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions.***

(Information is provided in this section only if any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.)

***2(e) whether the land is in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016***

(Information is provided in this section only if the land is identified in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.)

***2(f) whether the land is in a conservation area, however described:***

(Information is provided in this section only if the land is in a conservation area, however described.)

***2(g) whether an item of environmental heritage, however described, is situated on the land:***

(Information is provided in this section only if an item of environmental heritage, however described, is situated on the land.)

**PLANNING CERTIFICATE UNDER SECTION 10.7**  
Environmental Planning and Assessment Act, 1979

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**3 CONTRIBUTIONS PLANS**

*The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans:*

The Cultural Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith.

The Penrith City Local Open Space Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, excluding industrial areas and the release areas identified in Appendix B of the Plan (Penrith Lakes, Cranebrook, State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 6 - *St Marys*, Waterside, Thornton, the WELL Precinct, Glenmore Park and Erskine Park).

The Penrith City District Open Space Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, with the exclusion of industrial lands and the Penrith Lakes development site.

Penrith Citywide Section 7.12 Development Contributions Plan for non-residential development applies non-residential development across Penrith Local Government Area, with the exception of the Mamre and Aerotropolis Precincts.

**4 COMPLYING DEVELOPMENT**

***HOUSING CODE***

(The Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Housing Code may be carried out on the land if the land is within one of the above mentioned zones.

***RURAL HOUSING CODE***

(The Rural Housing Code only applies if the land is within Zones RU1, RU2, RU3, RU4, RU6 or R5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Rural Housing Code may be carried out on the land if the land is within one of the above mentioned zones.

***LOW RISE HOUSING DIVERSITY CODE***

(The Low Rise Housing Diversity Code only applies if the land is within Zones R1, R2, R3 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

**PLANNING CERTIFICATE UNDER SECTION 10.7**  
Environmental Planning and Assessment Act, 1979

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Complying development under the Low Rise Housing Diversity Code may be carried out on the land if the land is within one of the abovementioned zones.

***GREENFIELD HOUSING CODE***

(The Greenfield Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument, and if the land is identified as a Greenfield Housing Code Area by the Greenfield Housing Code Area Map.)

Complying development under the Greenfield Housing Code may be carried out on the land if the land is within one of the abovementioned zones, and if the land is identified as a Greenfield Housing Code Area by the Greenfield Housing Code Area Map.

***HOUSING ALTERATIONS CODE***

Complying development under the Housing Alterations Code may be carried out on the land.

***GENERAL DEVELOPMENT CODE***

Complying development under the General Development Code may be carried out on the land.

***INDUSTRIAL AND BUSINESS ALTERATIONS CODE***

Complying development under the Industrial and Business Alterations Code may be carried out on the land.

***INDUSTRIAL AND BUSINESS BUILDINGS ALTERATIONS CODE***

(The Industrial and Business Buildings Alterations Code only applies if the land is within E1, E2, E3, E4, E5, MU1, B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4, SP1, SP2, SP3, SP5 or W4 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non-standard template planning instrument.)

Complying development under the Industrial and Business Buildings Alterations Code may be carried out on the land.

***CONTAINER RECYCLING FACILITIES CODE***

(The Container Recycling Facilities Code only applies if the land is within Zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non-standard template planning instrument.)

Complying development under the Container Recycling Facilities Code may be carried out on the land.

***SUBDIVISIONS CODE***

Complying development under the Subdivisions Code may be carried out on the land.

**PLANNING CERTIFICATE UNDER SECTION 10.7**  
Environmental Planning and Assessment Act, 1979

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***DEMOLITION CODE***

Complying development under the Demolition Code may be carried out on the land.

***AGRITOURISM AND FARM STAY ACCOMMODATION CODE***

(The Agritourism and Farm Stay Accommodation Code only applies if the land is within Zones RU1, RU2 and RU4 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non-standard template planning instrument.)

Agritourism and Farm Stay Accommodation Code may be carried out on the land.

***FIRE SAFETY CODE***

Complying development under the Fire Safety Code may be carried out on the land.

**NOTE:**

- (1) Council has relied on Planning and Infrastructure Circulars and Fact Sheets in the preparation of this information. Applicants should seek their own legal advice in relation to this matter with particular reference to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
- (2) Penrith Local Environmental Plan 2010 (if it applies to the land) contains additional complying development not specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

***5 EXEMPT DEVELOPMENT***

***GENERAL EXEMPT DEVELOPMENT CODE***

Exempt development under the General Exempt Development Code may be carried out on the land.

***ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE***

Exempt development under the Advertising and Signage Exempt Development Code may be carried out on the land.

***TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE***

Exempt development under the Temporary Use and Structures Exempt Development Code may be carried out on the land

***6 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS***

(Information is provided in this section only if Council is aware that an affected building notice or a building product rectification order in force for the land that has not been fully complied with, or a notice of intention to make a building product rectification order given in relation to the land is outstanding.)

## **PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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### **7 LAND RESERVED FOR ACQUISITION**

No environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

### **8 ROAD WIDENING AND ROAD REALIGNMENT**

The land is not affected by any road widening or road realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993, or
- (b) an environmental planning instrument, or
- (c) a resolution of council.

### **9 FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION**

*(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.*

No, the land or part of the land is not within the flood planning area and is currently not subject to flood related development controls.

*(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.*

No, flood related development controls for land between the flood planning area and the probable maximum flood do not apply to the land or part of the land.

**Note** - Council reserves the right to apply flood related development controls depending on the merits of any particular application. Should future studies change this situation, this position may be reviewed.

### **10 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS**

#### **(a) Council Policies**

The land is affected by the Asbestos Policy adopted by Council.

The land is not affected by any other policy adopted by the council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

#### **(b) Other Public Authority Policies**

The Bush Fire Co-ordinating Committee has adopted a Bush Fire Risk Management Plan that covers the local government area of Penrith City Council, and includes public, private and Commonwealth lands.

The land is not affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip,

**PLANNING CERTIFICATE UNDER SECTION 10.7**  
Environmental Planning and Assessment Act, 1979

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tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

***11 BUSH FIRE PRONE LAND***

The land is not identified as bush fire prone land, under section 10.3 of the Act.

***12 LOOSE FILL ASBESTOS INSULATION***

(Information is provided in this section only if there is a residential premises listed on the register of residential premises that contain or have contained loose-fill asbestos insulation (as required by Division 1A of Part 8 of the Home Building Act 1989))

***13 MINE SUBSIDENCE***

The land is not declared to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017.

***14 PAPER SUBDIVISION INFORMATION***

(Information is provided in this section only if a development plan adopted by a relevant authority applies to the land or is proposed to be subject to a consent ballot, or a subdivision order applies to the land.)

***15 PROPERTY VEGETATION PLANS***

(Information is provided in this section only where a property vegetation plan approved and in force under the Native Vegetation Act 2003, Part 3, but only where Council has been notified of the existence of a plan, by the person or body that approved the plan under that Act.)

***16 BIODIVERSITY STEWARDSHIP SITES***

(Information is provided in this section only if Council has been notified by the Chief Executive of the Office of Environment and Heritage that the land is land to which a biobanking stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016 relates.)

**Note** - Biodiversity stewardship agreements include biobanking agreements under the Threatened Species Conservation Act 1995, Part 7A that are taken to be biodiversity stewardship agreements under the Biodiversity Conservation Act 2016, Part 5.

***17 BIODIVERSITY CERTIFIED LAND***

(Information is provided in this section only if the land is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.)

**Note** - Biodiversity certified land includes land certified under the Threatened Species Conservation Act 1995, Part 7AA that is taken to be certified under the Biodiversity Conservation Act 2016, Part 8.

**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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**18 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006**

(Information is provided in this section only if Council has been notified that an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.)

**19 ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS**

(Information is provided in this section only If the Coastal Management Act 2016 applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the Local Government Act 1993, section 496B, for coastal protection services that relate to existing coastal protection works.)

**20 WESTERN SYDNEY AEROTROPOLIS**

Whether the land is subject to planning considerations under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4:

	Planning Control	Affected?
(a)	Subject to an ANEF or ANEC contour of 20 or greater	No
(b)	Shown on the Lighting Intensity and Wind Shear Map	No
(c)	Shown on the Obstacle Limitation Surface Map	Yes
(d)	In the “public safety area” on the Public Safety Area Map	No
(e)	In the “3km zone” or the “13km zone” of the Wildlife Buffer Zone Map	Yes

**21 DEVELOPMENT CONSENT FOR SENIORS HOUSING**

(Information is provided in this section only If State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, clause 88(2).)

**22 SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING**

(Information is provided in this section only if:

(1) there is a current site compatibility certificate under the *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which council is aware, in respect of proposed development on the land; and/or

(2) *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land and conditions of a development consent in relation to the land that are of a kind referred to in the Policy, section 21(1) or 40(1).

(3) Any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).)

**PLANNING CERTIFICATE UNDER SECTION 10.7**  
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***NOTE: The following matters are prescribed by section 59(2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate.***

(a) (Information is provided in this section only if, as at the date of this certificate, the land (or part of the land) is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.)

(b) (Information is provided in this section only if, as at the date of this certificate, the land is subject to a management order within the meaning of the Contaminated Land Management Act 1997.)

(c) (Information is provided in this section only if, as at the date of this certificate, the land is the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.)

(d) (Information is provided in this section only if, at the date of this certificate, the land subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.)

(e) (Information is provided in this section only if the land is the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997 - a copy of which has been provided to Council.)

Note: Section 10.7(5) information for this property may contain additional information regarding contamination issues.

**PLANNING CERTIFICATE UNDER SECTION 10.7**  
Environmental Planning and Assessment Act, 1979

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**Notes:**

The Environmental Planning and Assessment Amendment Act 2017 commenced operation on the 1 March 2018. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Savings, Transitional and Other Provisions) Regulation 2017, and Environmental Planning and Assessment Regulation 2000.

Information is provided only to the extent that Council has been notified by the relevant government departments.

This is a certificate under section 10.7 of the Environmental Planning and Assessment Act, 1979 and is only provided in accordance with that section of the Act.

Further information relating to the subject property can be provided under section 10.7(5) of the Act. If such further information is required Council indicates that a full certificate under sections 10.7(2) **and** 10.7(5) should be applied for.

Contact Council for details as to obtaining the additional information.

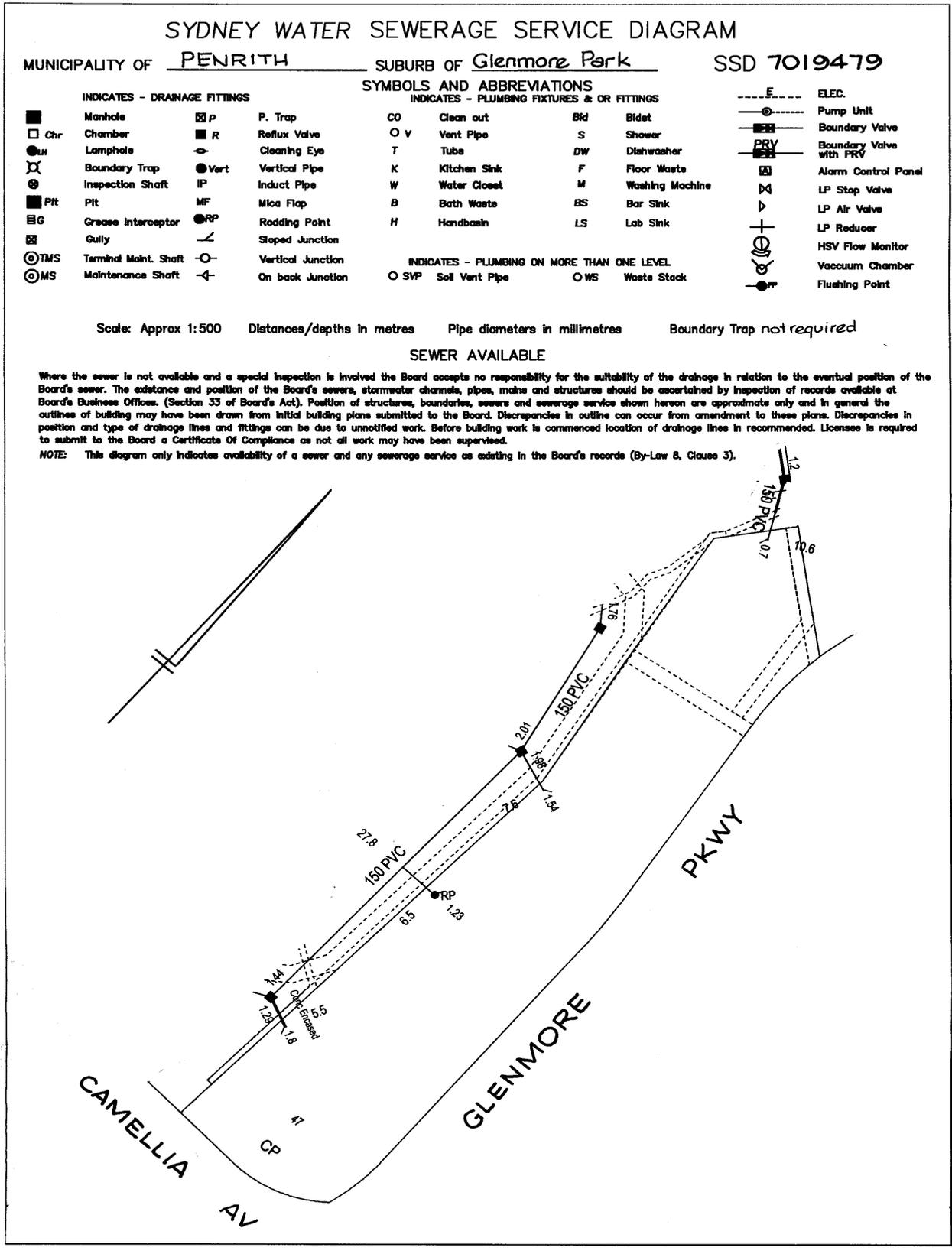
**Andrew Moore**  
General Manager

per



# Sewer Service Diagram

Application Number: 8002645225



Document generated at 19-07-2023 03:51:33 PM

**Disclaimer**

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.



# Asset Information

## Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

### Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

## Pipe Types

<b>ABS</b>	Acrylonitrile Butadiene Styrene	<b>AC</b>	Asbestos Cement
<b>BRICK</b>	Brick	<b>CI</b>	Cast Iron
<b>CICL</b>	Cast Iron Cement Lined	<b>CONC</b>	Concrete
<b>COPPER</b>	Copper	<b>DI</b>	Ductile Iron
<b>DICL</b>	Ductile Iron Cement (mortar) Lined	<b>DIPL</b>	Ductile Iron Polymeric Lined
<b>EW</b>	Earthenware	<b>FIBG</b>	Fibreglass
<b>FL BAR</b>	Forged Locking Bar	<b>GI</b>	Galvanised Iron
<b>GRP</b>	Glass Reinforced Plastics	<b>HDPE</b>	High Density Polyethylene
<b>MS</b>	Mild Steel	<b>MSCL</b>	Mild Steel Cement Lined
<b>PE</b>	Polyethylene	<b>PC</b>	Polymer Concrete
<b>PP</b>	Polypropylene	<b>PVC</b>	Polyvinylchloride
<b>PVC - M</b>	Polyvinylchloride, Modified	<b>PVC - O</b>	Polyvinylchloride, Oriented
<b>PVC - U</b>	Polyvinylchloride, Unplasticised	<b>RC</b>	Reinforced Concrete
<b>RC-PL</b>	Reinforced Concrete Plastics Lined	<b>S</b>	Steel
<b>SCL</b>	Steel Cement (mortar) Lined	<b>SCL IBL</b>	Steel Cement Lined Internal Bitumen Lined
<b>SGW</b>	Salt Glazed Ware	<b>SPL</b>	Steel Polymeric Lined
<b>SS</b>	Stainless Steel	<b>STONE</b>	Stone
<b>VC</b>	Vitrified Clay	<b>WI</b>	Wrought Iron
<b>WS</b>	Woodstave		

## Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

**For general enquiries please call the Customer Contact Centre on 132 092**

**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

### Disclaimer

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Revenue

Enquiry ID 3949267  
Agent ID 81429403  
Issue Date 19 Jul 2023  
Correspondence ID 1768832022  
Your reference Rauv Sale

INFOTRACK PTY LIMITED  
GPO Box 4029  
SYDNEY NSW 2001

**Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956.***

**Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022.***

This information is based on data held by Revenue NSW.

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Land ID	Land address	Taxable land value	Property Tax Status
S82944/1	Unit 45, 47 CAMELLIA AVE GLENMORE PARK 2745	NOT AVAILABLE	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2023 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

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Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

## Important information

### Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

### When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

**Note:** A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

### When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

### How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

### How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at [www.revenue.nsw.gov.au/taxes/land/clearance](http://www.revenue.nsw.gov.au/taxes/land/clearance).

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

### Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au).

## Contact details



Read more about Land Tax and use our online service at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au)



1300 139 816\*



Phone enquiries  
8:30 am - 5:00 pm, Mon. to Fri.

\* Overseas customers call +61 2 7808 6906  
Help in community languages is available.