

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

Choices

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

☐ NO ☐ yes

Nominated Electronic Lodgement Network (ELN) (clause 4):

Manual transaction (clause 30)

☒ 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

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

Netstrata
 298 Railway Parade, Carlton NSW 2218
 Email: admin@netstrata.com.au
 Tel: 1300 638 787

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:

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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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 mortgagee).
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 served 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"> • the issuer; • the expiry date (if any); and • the amount;
<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 by a 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 th 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"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<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 *serving* 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 *serving* 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 *serving* 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 *serving* 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 *serving* 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 *serving* 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.

Additional Clauses

33. Printed Conditions

33.1 If there is a conflict between these Special Conditions and the provisions of the printed conditions of sale, the provisions of these Special Conditions shall prevail.

34. Amendments to printed conditions

34.1 The following clauses of the printed form of Contract are amended as follows:-

- Clause 3.11 the word “Normally” shall be deleted
- Clause 6.1 the words “or anything else whether substantial or not” shall be deleted
- Clause 7.1.1 is deleted
- Clause 14.2.1 “2” is amended to read “5”
- Clause 14.4.2 is deleted
- Clause 18.7 is deleted
- Clause 23.6.1 the words “even if it is payable by instalments” deleted.
- Clause 23.13 is to have “7” amended to read “1”
- Clause 23.14 is to have “7” amended to read “1”
- Clause 24.1.2 is amended by deleting the words “and will if required give a further assignment at the Vendors expense”
- Clause 24.4.3 is amended by deleting the words “at least 2 business days before the date for completion”
- Clause 25 is deleted
- Clause 31.2 is to have “5” amended to read “1”

35. Acknowledgements by Purchaser

35.1 The Purchaser acknowledges that he has not entered into this contract as a result of any warranty or representation, whether oral or in writing by the Vendor or anyone on the Vendors behalf, except as expressly provided for in this Contract. The Purchaser acknowledges that he has relied entirely upon his own enquiries, investigations and inspections prior to entering into this contract.



35.2 The Purchaser acknowledges that he has inspected the property and any/all improvements on the property and accepts them in their present position, condition and state of repair or lack thereof, with all faults (if any) whether latent or patent, subject to fair wear and tear. The Purchaser shall make no requisition, objection or claim for compensation nor require the Vendor to carry out any work, alterations or expenditure of any money in respect of the property or improvements.

35.3 The Vendor shall be under no obligation to repair, patch or paint or provide compensation to the Purchaser for any holes/cavities and/or marks made as a result of the Vendor's removal of any picture frames, hooks, decorative wall art/mirrors or any wall mounted items that are not marked as an inclusion on the front page of the contract.

35.4 The Purchaser shall not make any objection, requisition or claim for compensation, or delay completion in the event the Vendor has not cut or maintained the grass or gardens on the property.

35.5 The Purchaser will acquire the property as presently effected by all existing water, sewerage, drainage, plumbing, gas, electricity, telephone and other installations, systems and services (if any) herein called "the services" together with any associated easements, pipes, mains, channels, cables, wires or connections whether above ground or under ground, as shall presently exist. The Purchaser shall not make any objection, requisition or claim for compensation regarding the nature, location, availability or non-availability of the services or any of them.

36. Warranty as to Agent

36.1 The Purchaser warrants that he was not introduced to the Vendor or to the property by any agent or employee of an agent other than the Vendors agent named on the front page of the contract.

36.2 The Purchaser indemnifies the Vendor against any claim for commission or other selling fee in respect of this sale made by any such person arising out of the breach of this warranty. This indemnity will extend to cover all of the Vendor's legal costs and disbursements for any legal action resulting from said breach.

36.3 It is agreed between the parties that condition shall not merge on completion.

37. Release of Deposit

37.1 In the event the Vendor requires the release of the deposit referred to on Page 1 of this Contract, for the purposes of paying a deposit or stamp duty on a purchase property, or a deposit for a retirement village contract or lease, the Purchaser hereby authorises the release of such deposit provided that the deposit is paid in the trust account of a Real Estate Agent or Solicitor/Conveyancer or in the case of stamp duty payments, to the relevant office of state revenue.



37.2 The Purchaser further agrees to direct the deposit holder to release any deposit monies held by them shortly prior to completion, in order to cover the payments required at settlement. The Vendor undertakes to return such funds to the deposit holder in the event that settlement of the matter is aborted for any reason and is not re-scheduled to take place within 48 hours.

37.3 This special condition is sufficient authority to the deposit holder for such release.

38. Incapacity

38.1 Without in any manner negating, limiting or restricting any rights or remedies which would have been available at law or in equity had this clause not been included herein, should either party:-

38.1.1 Die or become incapable of managing his affairs within the meaning of the Mental Health Act 1990, as amended, then either party may rescind the Contract and the provisions of Clause 19 shall apply;

38.1.2 Being a company resolve to go into liquidation or have a petition for the winding up of such party presented or enter into any compromise or arrangement with its creditors under Part 5.1 of the Corporations Law or any substitution therefore or should any liquidator, receiver or official manager be appointed in respect of such party then such party shall be deemed to be in default herein.

39. Interest and additional costs

39.1 The Purchaser acknowledges that it is an essential term of this contract, that in the event that completion does not take place by the completion date and provided that the delay in completion is not in any way attributable to the Vendor then he will pay to the Vendor interest calculated at the rate of ten percent (10%) per annum on the balance of the purchase monies outstanding herein, on a daily rate, such interest to be computed from the date provided for completion as set out in this contract until the actual date of completion.

39.2 The parties agree that the calculations of interest as above represent a genuine pre-estimate of the Vendors damages by way of lost interest on the unpaid purchase money, the Vendors continuing liability for rates taxes and other outgoings and additional legal costs.

39.3 Interest payable under this clause must be paid on Completion and in this respect time is of the essence.

40. Notice to Complete

40.1 If completion has not taken place within the time stipulated in Clause 15 of the Contract herein, either party, if not in default, may serve a notice on the other party (Notice to Complete) requiring completion not less than fourteen (14) days after the service of such notice and making time of the essence.



40.2 The party serving the Notice to Complete may:

40.2.1 At any time withdraw the Notice to Complete; and

40.2.2 At its option issue a further Notice to Complete which must nominate a date by which this contract is to be completed, which date need not be at least fourteen (14) days after the date of service of the further notice to complete but will be in the absolute discretion of the Vendor (but no earlier than the expiry date of the first notice to complete).

40.3 If the Vendor is entitled to issue a Notice to Complete then the purchaser shall pay the sum of \$330.00 (GST inclusive) by way of adjustment on completion representing liquidated damages towards the Vendors legal costs of drafting and issuing such notice.

41. Claims

41.1 Any claim whether under Clause 7 or otherwise is deemed to be a requisition for the purposes of Clause 8.

42. Registration of documents

42.1 The Purchaser shall not require the Vendor to register any Discharge of Mortgage, Charge or Withdrawal of Caveat affecting the subject land prior to completion. The Purchaser will accept on settlement any duly executed Discharge of Mortgage, Charge or Withdrawal of Caveat together with the relevant registration fees.

43. Title Particulars

43.1 The Purchaser acknowledges that the title particulars provided in this Contract are sufficient particulars of title to enable the Vendor to prepare appropriate dealings and give effect to the Contract.

44. Finance

44.1 The Purchaser warrants to the Vendor that they either do not require credit to purchase the property or they have obtained approval for credit to finance the purchase of the property.

45. Cancelled Settlement

45.1 It is agreed between the parties that if completion of this matter is booked and for any reason is cancelled/re-scheduled, through no fault of the Vendor, the amount of \$165.00 (GST inclusive) is to be paid to the Vendors conveyancer on completion, representing the legal costs incurred in re-scheduling settlement and also any settlement agents/mortgagees fees.



46. Sewer Diagram

46.1 The Purchaser hereby acknowledges that the sewer diagram annexed hereto is the only sewer diagram available from the water board, in the ordinary course of administration.

46.2 The Purchaser shall not be entitled to rescind, terminate or delay completion of this contract, nor object, make any claim (whether for compensation or not), raise any requisition nor require the Vendors to carry out any works, provide any further diagrams or carry out any further investigations or enquiries in respect of, or arising out of any of the following matters:-

- The nature, location, availability or non-availability of sewer in relation to the property;
- The existence of any defects in or to the services where available to the property;
- Any water or sewerage main or any underground or storm water drain passing through, over, or under the property;
- The terms, existence or non-existence of any easements, privileges or rights (whether statutory or otherwise) in respect of any of the services affecting or benefiting the property or in respect of any entitlement to use those services; and
- The lack of supervision or final inspection

47. Guarantee & Indemnity

47.1 If the purchaser (and if comprised of more than one person, any one of them), is a company/corporation and in consideration of the Vendor entering into this contract with the Purchaser, it is an essential clause of this Contract that the director/s of the Purchaser Company (the Guarantor) guarantee to the Vendor the due and punctual performance and observance by the Purchaser of its obligations under this contract and indemnify and must keep indemnified the Vendor against all losses, damages, liabilities, costs and expenses accruing to the Vendor resulting or arising from any failure by the Purchaser to perform or observe any of the obligations on its part to be performed or observed. This guarantee and indemnity is a continuing obligation and cannot be abrogated, prejudiced or discharged by any waiver by the Vendor or by any other matter. Any rescission of termination will not waive the obligation arising under this Clause. This guarantee and indemnity is deemed to constitute a principal obligation between the Guarantor and the Vendor.

Signed sealed and delivered by the Guarantor in the presence of:

Signature of Guarantor

Signature of Witness:

Full name:

Full Name:

Office Held:

Address:



48. Cooling off Period

48.1 Notwithstanding any other provision of this Contract, should contracts exchange subject to a cooling off period, then the deposit shall be paid in two instalments as follows:-

48.1.1 An amount equivalent to 0.25% of the Purchase Price to be paid on or before the making of this Contract; and

48.1.2 An amount equivalent to 9.75% of the Purchase Price to be paid prior to the expiration of the cooling off period, time being of the essence.

49. Alterations to Contract

49.1 The parties hereby agree and authorise that their solicitor or licensed conveyancer or any employee thereof to make alterations to this Contract after it is signed by such party but prior to the expiration of the cooling off period (if any), and any alterations shall be binding on that party so authorising as if such alteration had been made at the time this Contract was signed by them.

50. Adjustments

50.1 The parties hereby agree to adjust all usual outgoings and all amounts under the Contract on completion, however, if any amount, including but not limited to, balance settlement monies, deposit, rates, is incorrectly calculated, overlooked or an error is made in the calculations or payments, the parties hereby agree and warrant to correct such error and to reimburse each other accordingly after completion, within seven (7) days of being notified by the other party.

50.2 This clause shall not merge on completion.





FOLIO: 7/SP82944

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
9/4/2024	3:50 PM	5	19/11/2019

LAND

LOT 7 IN STRATA PLAN 82944
AT GLENMORE PARK
LOCAL GOVERNMENT AREA PENRITH

FIRST SCHEDULE

BYRON TODD WILLIAMS (T AF170709)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP82944
2 AP693747 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP82944

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
9/4/2024	3:50 PM	14	30/5/2023

LAND

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

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 ***

24087

PRINTED ON 9/4/2024

* 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
11/4/2024	4:23 PM	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

FOLIO: 1/270546

PAGE 2

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 ***

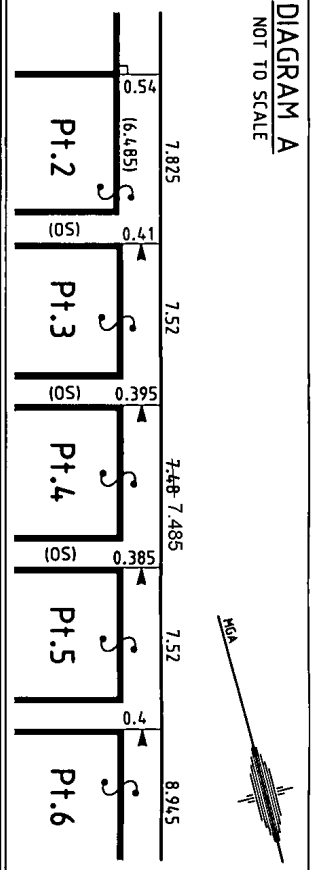
24087

PRINTED ON 11/4/2024

* 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.

DIAGRAM A

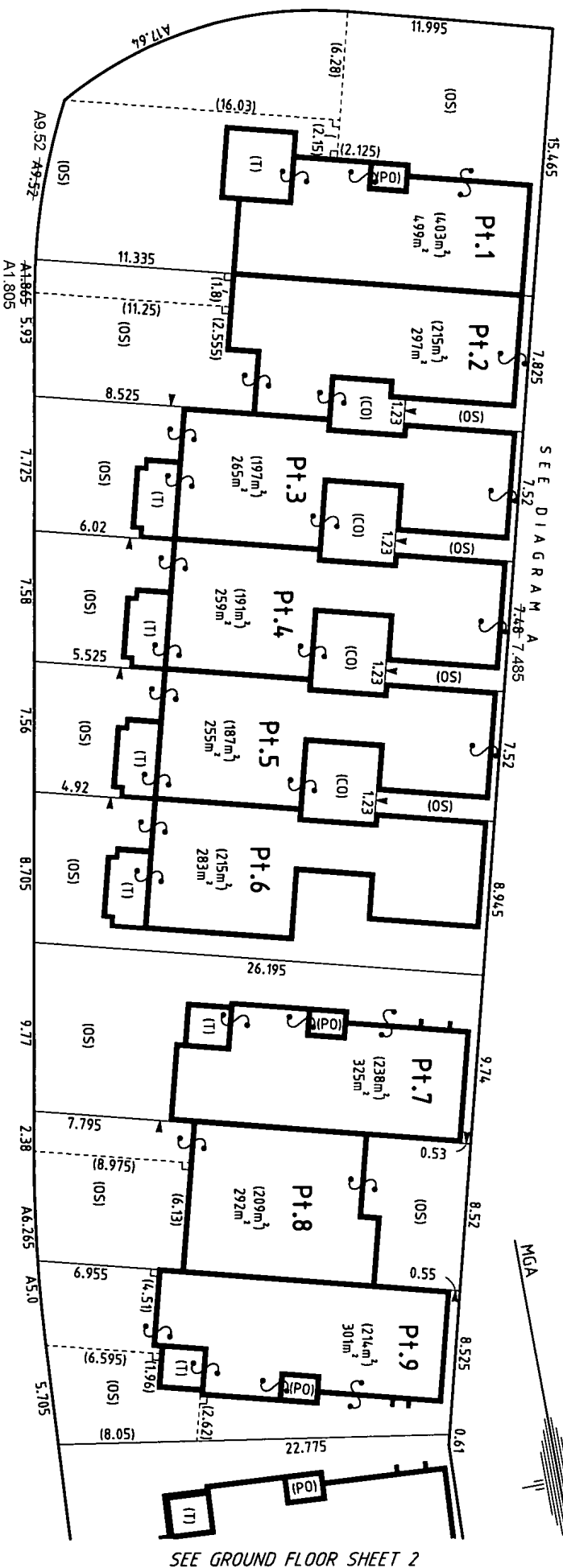
NOT TO SCALE

**GROUND FLOOR PLAN**

SHEET 1 OF 2

NOTES:

1. PORCHES AND TERRACES ARE LIMITED IN HEIGHT TO 3m ABOVE THEIR RESPECTIVE HARDSTANDS EXCEPT WHERE COVERED.
2. THE OPEN SPACES AND COURTYARDS 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 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.



SEE GROUND FLOOR SHEET 2



DENOTES A RIGHT ANGLE.



DENOTES PROLONGATION OF FACE OF WALL.



DENOTES PORCH



DENOTES COURTYARD.



DENOTES OPEN SPACE



DENOTES TERRACE

Surveyor: PHILLIP JOHN MCQUILLAN
 Surveyor's Ref: 22073-SP LOT 5B
 Subdivision NO: SC 198/09
 Lengths are in metres. Reduction Ratio 1:250

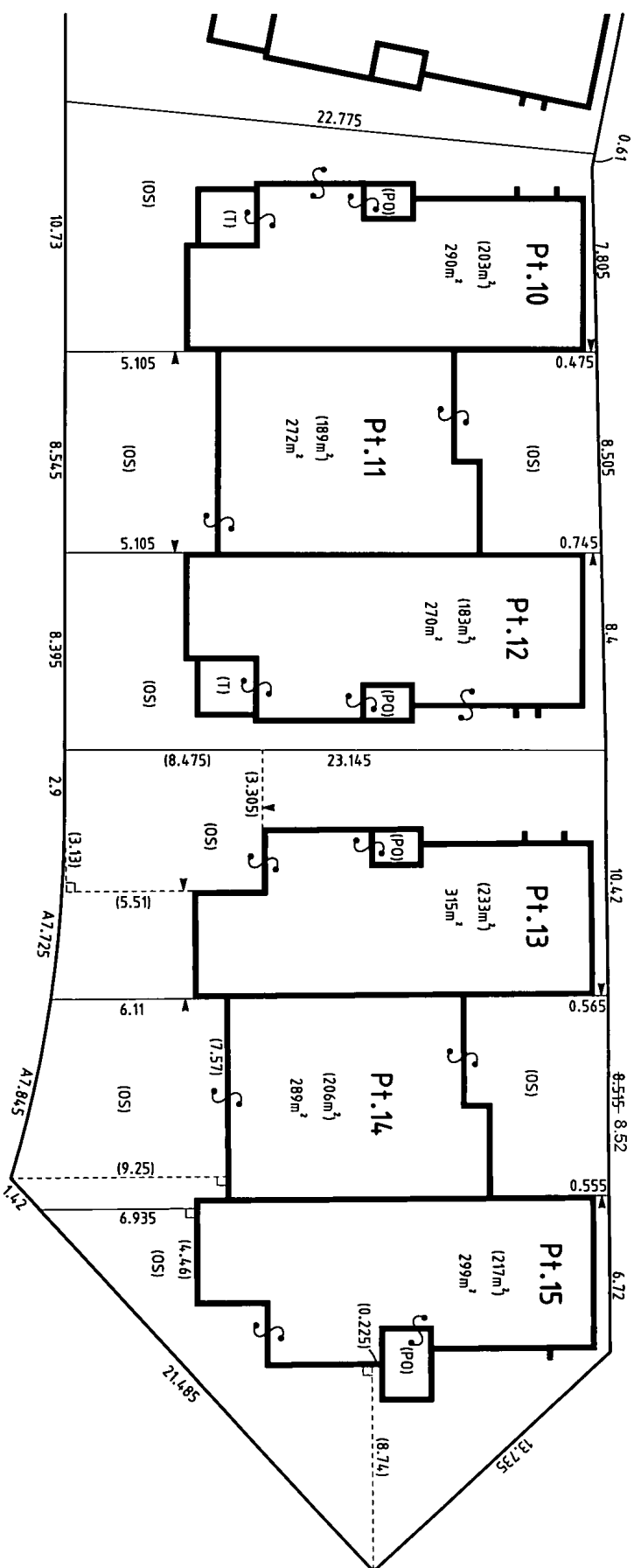
Registered
 26-10-2009

SP82944

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.

 DENOTES A RIGHT ANGLE.
 DENOTES PROLONGATION OF FACE OF WALL.
 (PO) DENOTES PORCH.
 (T) DENOTES TERRACE.
 (OS) DENOTES OPEN SPACE.

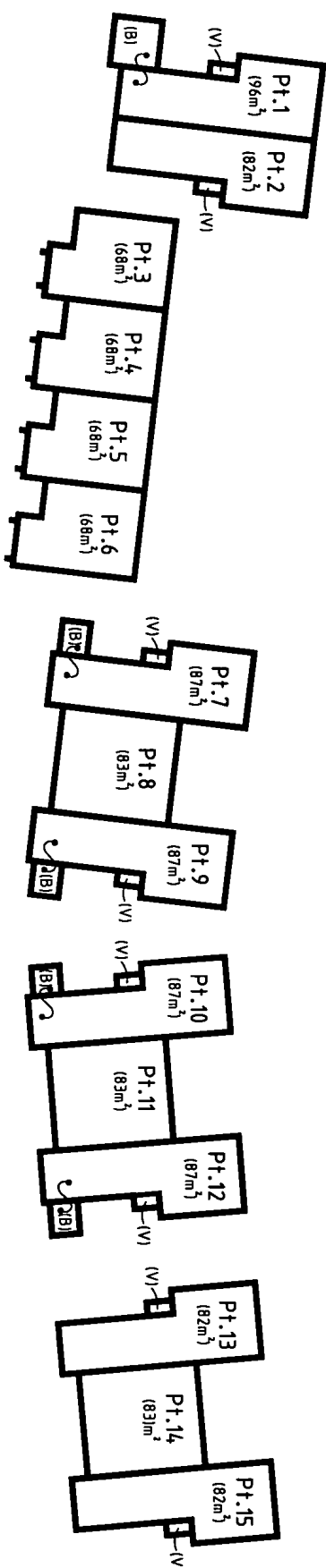
Surveyor: PHILLIP JOHN MCQUILLAN
 Surveyor's Ref: 22073-SP LOT 5B
 Subdivision No: SC 198/09
 Lengths are in metres. Reduction Ratio 1:200

Registered
 26-10-2009

SP82944

FIRST FLOOR PLAN

MSA



(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	70	80	90	100	110	120	130	140	150
---	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----

Table of mm

Surveyor: PHILLIP JOHN MCQUILLAN
Surveyor's Ref: 22073-SP LOT 5B
Subdivision No: 5C 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
of 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

Strata Certificate Details: Subdivision No: SC 198/09

Date: 1/10/2009

SCHEDULE OF UNIT ENTITLEMENT

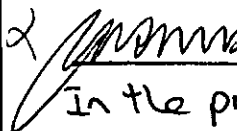
(if insufficient space use additional annexure sheet)

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


In the presence of:

name of witness: **Neville Jenkins**

Address of witness: 
16/324 QUEEN ST.
BRISBANE QLD 4000.


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-ROBERTSON

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

SIGNATURE OF WITNESS

SOMNATH SACKHASONE

FULL NAME OF WITNESS

2

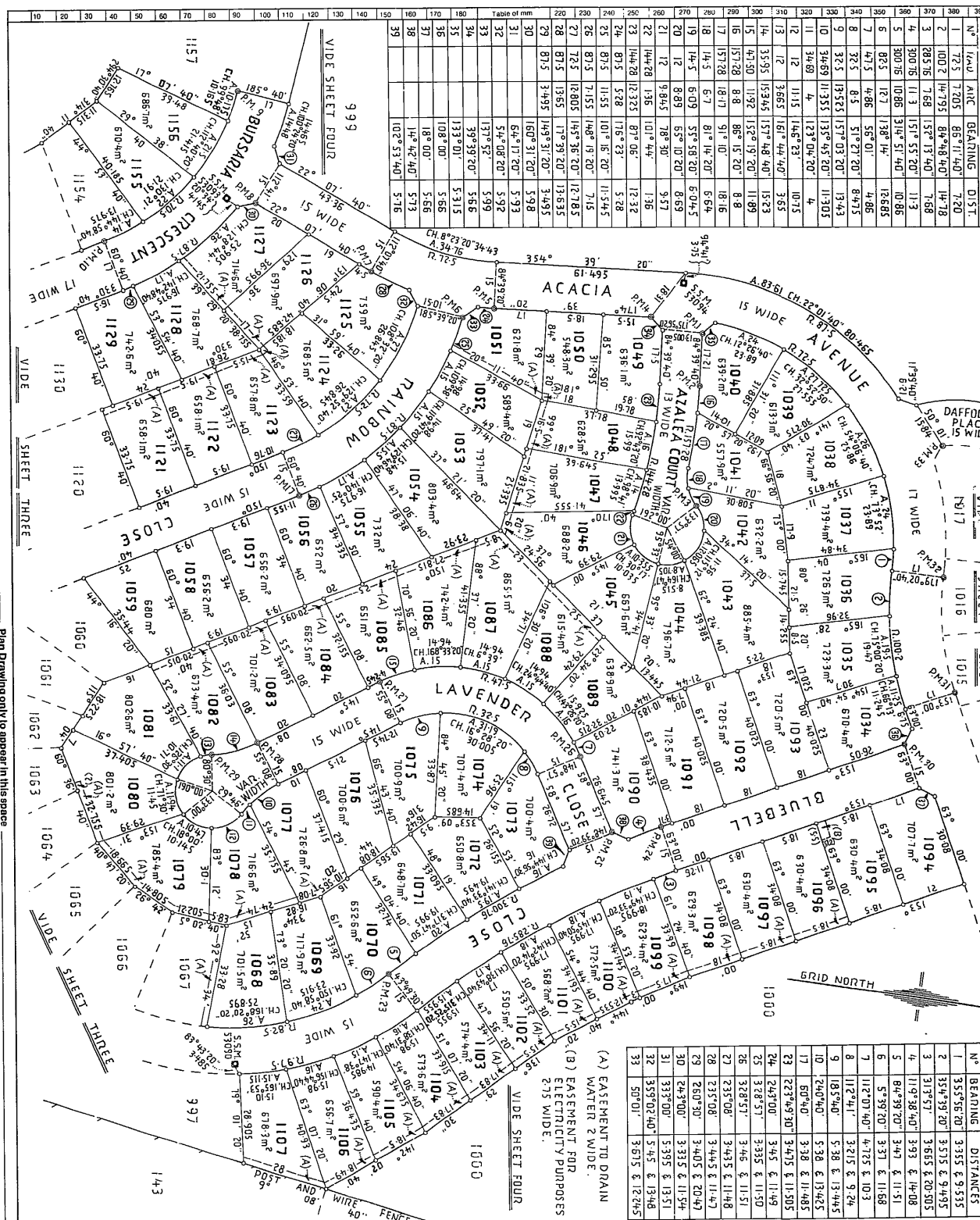
PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STATIONING OF CURVED BOUNDARIES

N°	BEARING	DISTANCES
1	72° 51' 40"	7.20
2	100° 2' 14"	14.78
3	285° 16' 13"	7.68
4	300° 16' 13"	11.3
5	300° 16' 13"	10.86
6	85° 12' 13"	12.685
7	47° 5' 46"	4.86
8	32° 5' 51"	8.475
9	32° 5' 51"	13.43
10	346° 9' 11"	11.305
11	346° 9' 11"	10.75
12	12° 11' 15"	10.75
13	12° 11' 15"	3.65
14	153° 55' 15"	15.23
15	47° 5' 46"	8.8
16	157° 28' 8"	8.8
17	157° 28' 8"	18.16
18	14° 5' 6"	6.045
19	14° 5' 6"	6.045
20	12° 11' 15"	6.69
21	12° 11' 15"	9.57
22	12° 11' 15"	17.6
23	144° 28' 12"	12.32
24	87° 5' 11"	5.28
25	87° 5' 11"	11.545
26	87° 5' 11"	7.15
27	175° 12' 05"	12.185
28	175° 12' 05"	13.635
29	87° 5' 11"	3.495
30	160° 31' 20"	5.93
31	160° 31' 20"	5.92
32	54° 17' 20"	5.92
33	137° 52'	5.99
34	33° 39' 20"	5.66
35	133° 01'	5.315
36	108° 00'	5.66
37	18° 00'	5.66
38	18° 00'	5.73
39	102° 53' 40"	5.76



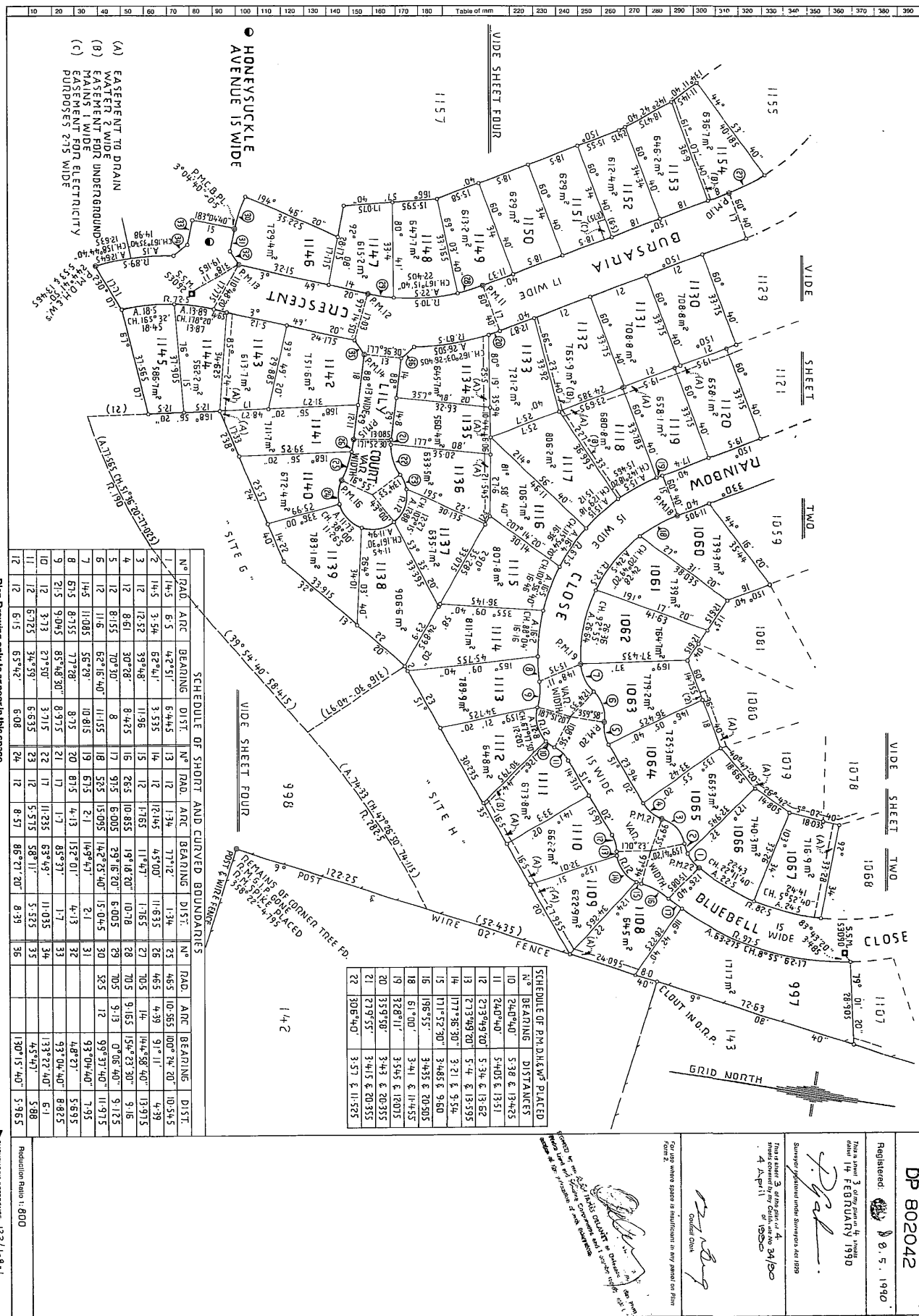
N°	BEARING	DISTANCES
1	355° 56' 20"	3.335 & 9.535
2	354° 39' 20"	3.575 & 9.495
3	313° 57'	3.665 & 20.505
4	119° 38' 40"	3.93 & 14.08
5	84° 39' 20"	3.44 & 11.51
6	5° 39' 20"	3.37 & 11.68
7	112° 07' 40"	4.725 & 10.3
8	112° 41'	3.215 & 9.24
9	185° 40'	5.38 & 13.445
10	124° 40'	5.38 & 13.445
11	60° 40'	3.38 & 11.485
12	227° 40' 20"	3.475 & 11.505
13	227° 40' 20"	3.475 & 11.505
14	243° 00'	3.475 & 11.49
15	328° 57'	3.335 & 11.50
16	328° 57'	3.44 & 11.51
17	235° 06'	3.445 & 11.47
18	235° 06'	3.445 & 11.47
19	260° 30'	3.405 & 20.47
20	343° 00'	3.335 & 11.54
21	333° 00'	5.395 & 13.51
22	337° 02' 40"	5.45 & 13.46
23	50° 01'	3.615 & 12.245

(A) EASEMENT TO DRAIN WATER 2 WIDE.

(B) EASEMENT FOR ELECTRICITY PURPOSES 2.75 WIDE.

WIDE SHEET FOUR

DP 802042	
Registered	18.5.1990
This is a plan 2 of 4 made on 14 June 1990	
Surveyor's reference: 1321-1-8-1	
This is a plan 2 of 4 made on 14 June 1990	
Surveyor's reference: 1321-1-8-1	
Reduction Ratio: 1:800	
Surveyor's reference: 1321-1-8-1	



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.

14th June, 1990

► SURVEYOR'S REFERENCE: 132/1-8-1

DP 802042.

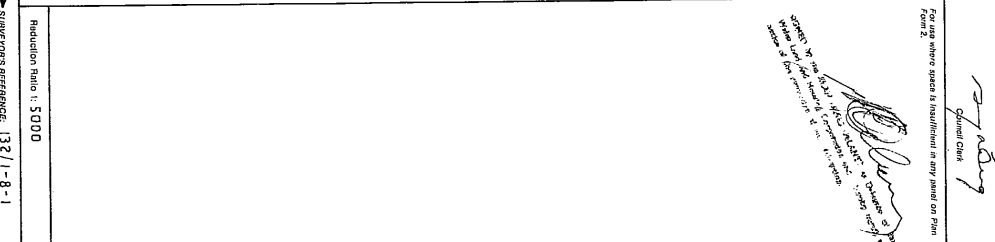
Registered:  8.5.1960.

I am a Hindu 4, my place of birth
dated 14 FEBRUARY 1930

Phad

Namam Mahatma Jyoti Shrinagar Act 1929

This is a sheet 4 of my plan of 4
sheet covered my Certificate to 34/200
4 April 1960



This negative is a photograph made as a permanent

Registrar General this day

14th June, 1990

SURVEYOR'S REFERENCE: 132/1-8-

**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 1 of 5 Sheets

PLAN: DP802042E

PART 1

**PULL NAME AND ADDRESS OF
PROPRIETOR 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
1014	1013, 1012
1015	1014, 1013, 1012
1016	1015, 1014, 1013, 1012
1018	1016, 1015, 1014, 1013, 1012

1118	1117
1119	1117, 1118
1120	1119, 1118, 1117
1121	1120, 1119, 1118, 1117
1122	1121, 1120, 1119, 1118, 1117
1123	1122, 1121, 1120, 1119, 1118, 1117
1124	1123, 1122, 1121, 1120, 1119, 1118, 1117
1126	1124, 1123, 1122, 1121, 1120, 1119, 1118, 1117
1127	1126, 1124, 1123, 1122, 1121, 1120, 1119, 1118, 1117
1141	998-SITE 'G'
1143	998-SITE 'G'

1136	1115
1135	1115, 1116, 1136
1134	1113, 1116, 1135, 1136
1082	1081
1083	1082, 1081
1084	1083, 1082, 1081
1085	1084, 1083, 1082, 1081
1086	1085, 1084, 1083, 1082, 1081
1087	1086, 1085, 1084, 1083, 1082, 1081
1088	1087
1046	1087, 1088, 1089, 1086, 1085, 1084, 1083, 1082, 1081
1047	1046, 1047, 1088, 1089, 1086, 1085, 1084, 1083, 1082, 1081
1048	1047, 1046, 1047, 1088, 1089, 1086, 1085, 1084, 1083, 1082, 1081
1050	1048, 1047, 1046, 1047, 1088, 1089, 1086, 1085, 1084, 1083, 1082, 1081
1051	1049, 1047, 1046, 1047, 1088, 1089, 1086, 1085, 1084, 1083, 1082, 1081

REGISTERED 8.5.1990

**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 2 of 5 Sheets

PLAN: DP802042E

Lots burdened

Lots, name of road or Authority benefited

1077	1076
1078	1077, 1076, 1079, 1080, 1063, 1064
1080	1063, 1064
1079	1080, 1063, 1064
1067	1078, 1077, 1076, 1079, 1080, 1063, 1064

1096	1095
1097	1096, 1095
1098	1097, 1096, 1095
1099	1098, 1097, 1096, 1095
1100	1099, 1098, 1097, 1096, 1095
1101	1100, 1099, 1098, 1097, 1096, 1095
1102	1101, 1100, 1099, 1098, 1097, 1096, 1095
1103	1102, 1101, 1100, 1099, 1098, 1097, 1096, 1095
1104	1103, 1102, 1101, 1100, 1099, 1098, 1097, 1096, 1095
1105	1104, 1103, 1102, 1101, 1100, 1099, 1098, 1097, 1096, 1095
1106	1105, 1104, 1103, 1102, 1101, 1100, 1099, 1098, 1097, 1096, 1095

**2. IDENTITY OF EASEMENT OR
RESTRICTION SECONDLY REFERRED
TO IN ABOVE-MENTIONED PLAN:**

Easement for Electricity Purposes
2.75 wide

SCHEDULE OF LOTS, ETC. AFFECTED

Lots burdened

Lots, name of road or Authority benefited

1095, 1151

Prospect County Council

**3. IDENTITY OF EASEMENT OR
RESTRICTION THERELY REFERRED
TO IN ABOVE-MENTIONED PLAN:**

Easement for Underground Mains 1 wide

SCHEDULE OF LOTS, ETC. AFFECTED

Lots burdened

Lots, name of road or Authority benefited

1132, 1118, 1111, 1154

Prospect County Council

**4. IDENTITY OF EASEMENT OR
RESTRICTION FOURTHLY REFERRED
TO IN ABOVE-MENTIONED PLAN:**

Restriction on the use of land

SCHEDULE OF LOTS, ETC. AFFECTED

Lots burdened

Lots, name of road or Authority benefited

Each Lot except
Lots 997, 998, 999, 1000 & 1157

Every other lot except
Lots 997, 998, 999, 1000 & 1157

REGISTERED 8.5.1990

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, 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 3 of 5 Sheets

PLAN: DP80242
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 liberty 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 under surface 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

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 4 of 5 Sheet

PLAN: DP80242
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 lower than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber 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. 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 1/3 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 shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser's 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

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, 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: DPB08042

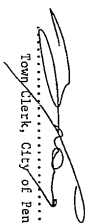
Subdivision of Lots 4 & 5 D.P. 221152
Lots 27,28,29 D.P. 718103
Lot 22 D.P. 790082 covered by Council
Clerk Certificate No. 34/90

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

.....

.....

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.....
Tomp Clerk, City of Penrith

REGISTERED  8.5.1990

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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
ATTORNEY DAVID MARK JOHNSTON
DATED 20.09.2008 REGISTERED BOOK 189
No.754 PURSUANT TO WHICH THIS
DOCUMENT HAS BEEN EXECUTED IN THE
PRESENCE OF:-

WITNESS
ANNON FRANKS

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

DIRECTOR
SECRETARY



SURVEY PRACTICE REGULATION 1996 - CLAUSE 3(2)
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EASTING
NORTHING
ZONE
ACC
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PLAN APPROVED: Authorised Officer

Land District:

Field Book:

Field Book:

Field Book:

Field Book:

Field Book:

Field Book:

Field Book:

Field Book:

Field Book:

Field Book:

Field Book:

Field Book:

Field Book:

Field Book:

Field Book:

Field Book:

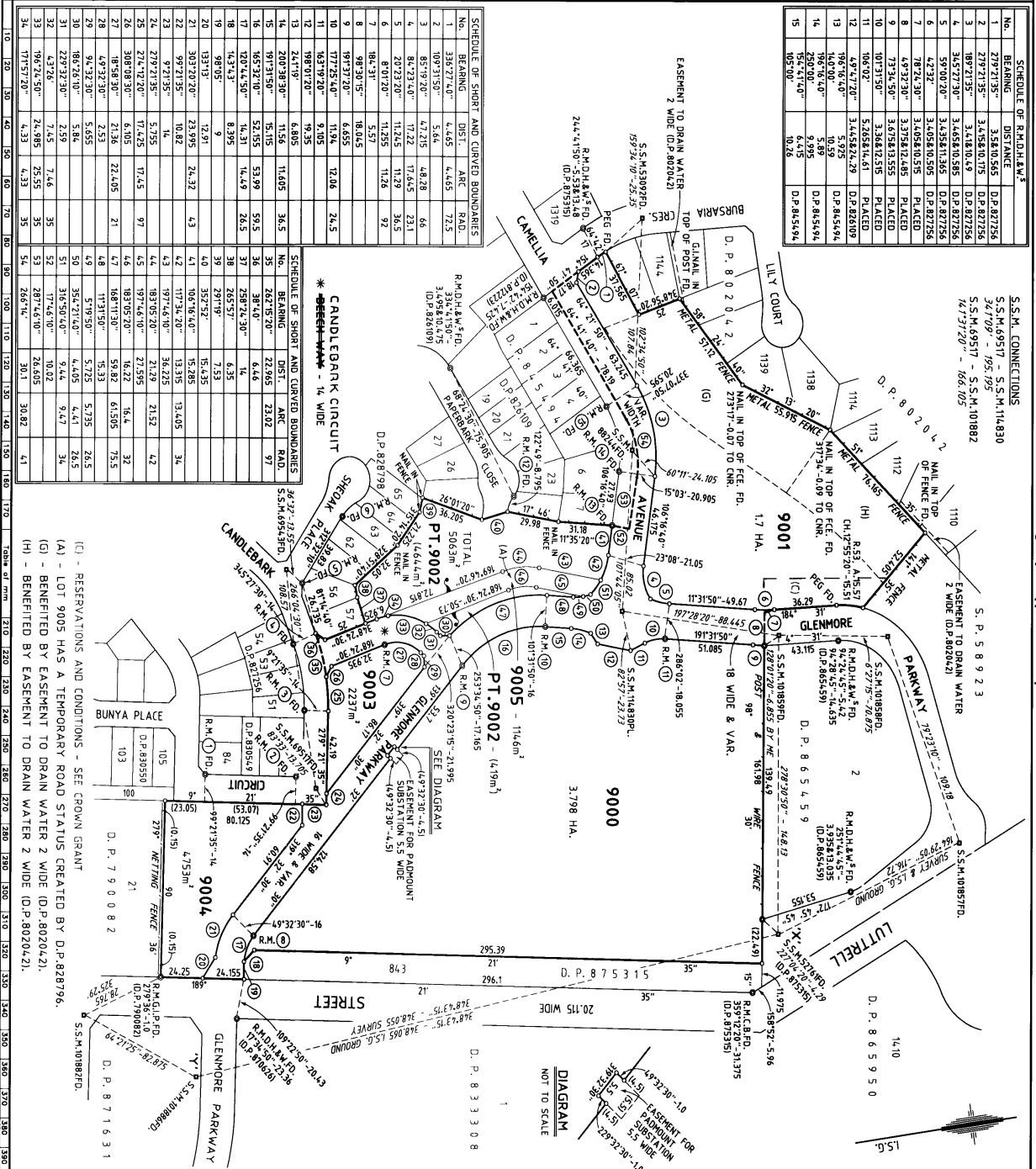
Field Book:

Field Book:

Field Book:

Field Book:

Field Book:



Plan Drawing only to appear in this space

DP1010665

Registered: 20.09.2008

C.A. SEE CERTIFICATE

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: PENRITH SH 22

Last Plan: DP 845494 DP 875315

PLAN OF SUBDIVISION OF

LOTS 8283 - DP 828796,

LOT 8 - DP 845494 &

LOT 842 - DP 875315

Lengths are in metres. Reduction Ratio 1:500

Locality: GLENMORE PARK

Parish: MULGOA

County: CUMBERLAND

This is sheet 1 of my subdivision.

Surveyor (Practice) Regulation 1996

PHILIP WILLIAM GARDNER

PHILIP WILLIAM GARDNER

PHILIP WILLIAM GARDNER

PHILIP WILLIAM GARDNER

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**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. 9700 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**

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

24/10

**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

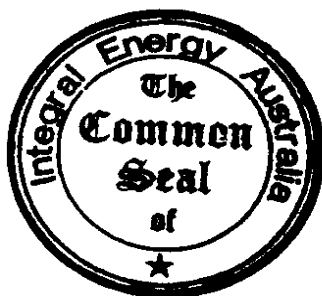
Subdivision of Lot 842 DP 875315,
and Lot 8 DP 845494, Lots 82 & 83
DP 828796

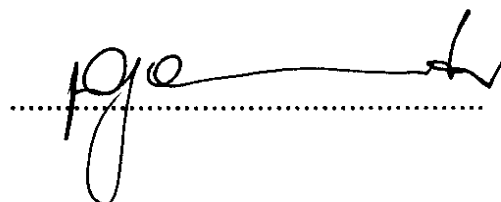
Covered by Council's Certificate
No. 091/00 of 3/8/2000


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:


.....

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



.....

.....
Director

.....
Secretary



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

TABLE OF SHORT AND CURVED BOUNDARIES

LINE	BEARING	DISTANCE	ARC	RADIUS
1	108°24'	5.64		
2	55°20'	4.465		72.5
3	246°00'10"	1.41		
4	114°14'0"	15.57		53
5	6°54'	11.255		92
6	19°46'0"	11.24		16.5
7	83°17'	17.25		23.1
8	84°11'40"	4.725		6.6
9	254°27'	8.75		6.75
10	99°17'40"	10.55		44.5
11	270°04'20"	4.39		44.5
12	176°18'20"	11.94		24.5
13	164°12'	9.05		
14	264°11'40"	6.805		
15	109°31'10"	11.61		36.5
16	14°30'	13.05		35
17	41°23'	52.34		53
18	289°46'0"	33.72		34.95
19	84°22'40"	5.57		47.5
20	37°5'	32.12		72.5
21	160°53'10"	32.12		

By the duly authorized attorney
for the Subdivisor, in accordance with
the provisions of the Survey Act and
under Power of Attorney, registration
number 1111-3-20-3 and of which
they have no notice of revocation.

REMARKS: NOTICES (HCP) LTD
FROM 1400 ISH 44 BY 15 JULY
CONSTRUCTED THROUGH TAKU HERR
MACKENZIE ASSOCIATE DIRECTOR
ASTORIA AND NEW ZEALAND
BANKING GROUP LIMITED FROM 11005
357-522 UNDER POWER OF ATTORNEY
DATED 3 AUGUST 2007 REGISTERED
AS BOX 4826 A.D.S.05.

DHE: 26 MAR 2008

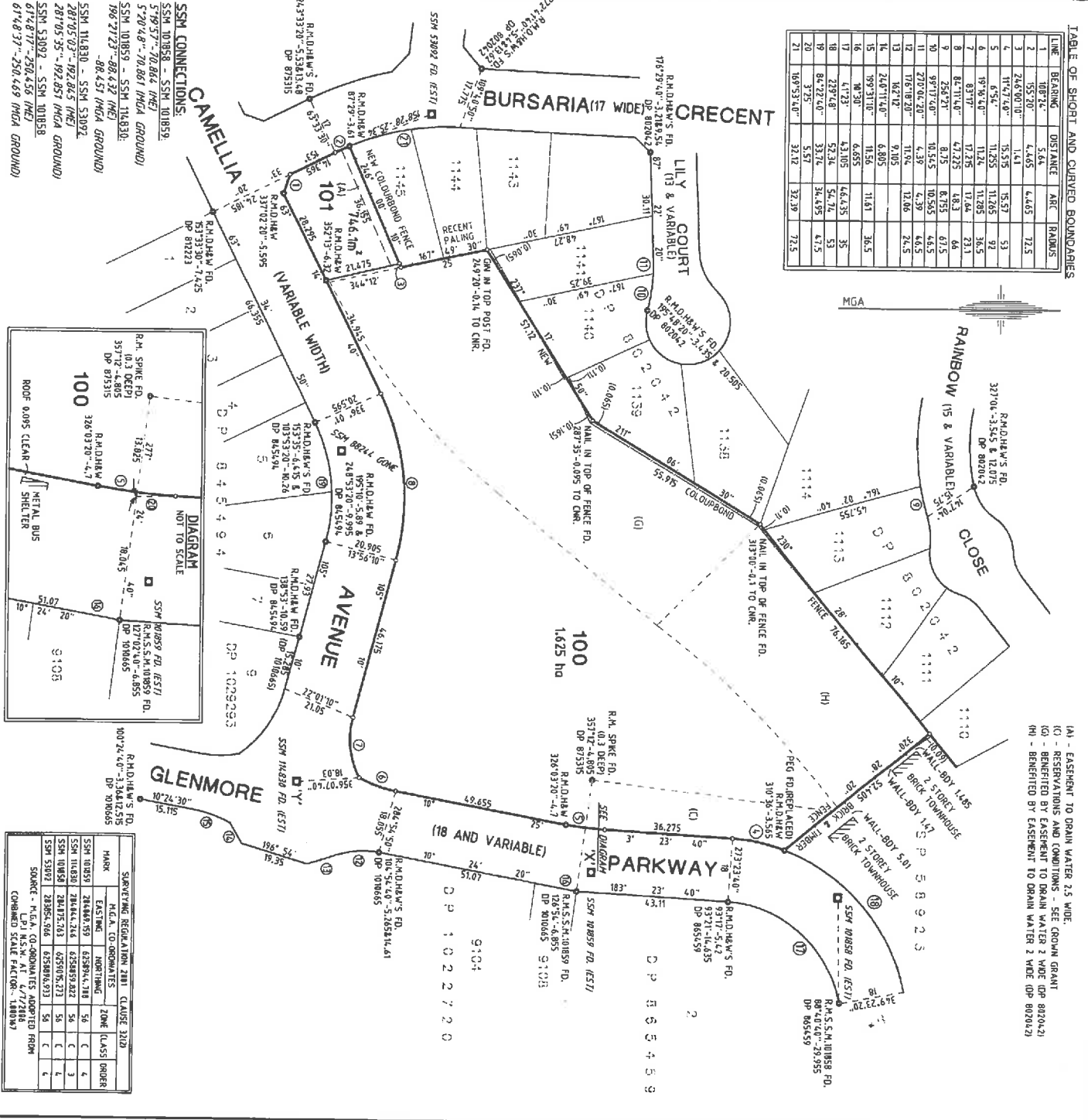
Department of Lands Approval
(Authorized Office)
In approving this plan, the Department of Lands certifies that all necessary approvals in regard to the location of the road shown herein have been given.
Signature: _____
Date: _____
File Number: _____
Office: _____

Subdivision Certificate
I certify that the provisions of a 1994 of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision.
(Initials) _____
(Signature) _____
Date of endorsement: 20/02/08

Authorised Person/Company/Engineer/Professional Engineer
Current Authority: PENRITH CITY COUNCIL
Date of endorsement: 20/02/08
Subdivision Certificate No: 021/08
File No: 0206/1211

When the plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar-General.
*Date of withdrawal is applicable.

Surveyor's Reference: 22073-0P1



- (A) - EASEMENT TO DRAIN WATER 2.5 WIDE.
- (B) - RESERVATIONS AND CONDITIONS - SEE CROWN GRANT DP 802042
- (C) - BENEFITED BY EASEMENT TO DRAIN WATER 2 WIDE DP 802042
- (H) - BENEFITED BY EASEMENT TO DRAIN WATER 2 WIDE DP 802042

SURVEYING REGULATION 2001 CLAUSE 33(2)					
MARK	M.G.A. TO ORIGINATES		ZONE	CLASS	ORDER
	EASTING	NORTHING			
SSM 10059	284449.159	628954.118	54	C	4
SSM 10060	284449.164	628954.122	54	C	4
SSM 10061	284449.169	628954.127	54	C	4
SSM 10062	284449.174	628954.132	54	C	4
SSM 10063	284449.179	628954.137	54	C	4
SSM 10064	284449.184	628954.142	54	C	4
SSM 10065	284449.189	628954.147	54	C	4
SSM 10066	284449.194	628954.152	54	C	4
SSM 10067	284449.199	628954.157	54	C	4
SSM 10068	284449.204	628954.162	54	C	4
SSM 10069	284449.209	628954.167	54	C	4
SSM 10070	284449.214	628954.172	54	C	4
SSM 10071	284449.219	628954.177	54	C	4
SSM 10072	284449.224	628954.182	54	C	4
SSM 10073	284449.229	628954.187	54	C	4
SSM 10074	284449.234	628954.192	54	C	4
SSM 10075	284449.239	628954.197	54	C	4
SSM 10076	284449.244	628954.202	54	C	4
SSM 10077	284449.249	628954.207	54	C	4
SSM 10078	284449.254	628954.212	54	C	4
SSM 10079	284449.259	628954.217	54	C	4
SSM 10080	284449.264	628954.222	54	C	4
SSM 10081	284449.269	628954.227	54	C	4
SSM 10082	284449.274	628954.232	54	C	4
SSM 10083	284449.279	628954.237	54	C	4
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SSM 10085	284449.289	628954.247	54	C	4
SSM 10086	284449.294	628954.252	54	C	4
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SSM 10095	284449.339	628954.297	54	C	4
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SSM 10101	284449.369	628954.327	54	C	4
SSM 10102	284449.374	628954.332	54	C	4
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SSM 10104	284449.384	628954.342	54	C	4
SSM 10105	284449.389	628954.347	54	C	4
SSM 10106	284449.394	628954.352	54	C	4
SSM 10107	284449.399	628954.357	54	C	4
SSM 10108	284449.404	628954.362	54	C	4
SSM 10109	284449.409	628954.367	54	C	4
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SSM 10126	284449.494	628954.452	54	C	4
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SSM 10140	284449.564	628954.522	54	C	4
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SSM 10143	284449.579	628954.537	54	C	4
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SSM 10145	284449.589	628954.547	54	C	4
SSM 10146	284449.594	628954.552	54	C	4
SSM 10147	284449.599	628954.557	54	C	4
SSM 10148	284449.604	628954.562	54	C	4
SSM 10149	284449.609	628954.567	54	C	4
SSM 10150	284449.614	628954.572	54	C	4
SSM 10151	284449.619	628954.577	54	C	4
SSM 10152	284449.624	628954.582	54	C	4
SSM 10153	284449.629	628954.587	54	C	4
SSM 10154	284449.634	628954.592	54	C	4
SSM 10155	284449.639	628954.597	54	C	4
SSM 10156	284449.644	628954.602	54	C	4
SSM 10157	284449.649	628954.607	54	C	4
SSM 10158	284449.654	628954.612	54	C	4
SSM 10159	284449.659	628954.617	54	C	4
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SSM 10161	284449.669	628954.627	54	C	4
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SSM 10163	284449.679	628954.637	54	C	4
SSM 10164	284449.684	628954.642	54	C	4
SSM 10165	284449.689	628954.647	54	C	4
SSM 10166	284449.694	628954.652	54	C	4
SSM 10167	284449.699	628954.657	54	C	4
SSM 10168	284449.704	628954.662	54	C	4
SSM 10169	284449.709	628954.667	54	C	4
SSM 10170	284449.714	628954.672	54	C	4
SSM 10171	284449.719	628954.677	54	C	4
SSM 10172	284449.724	628954.682	54	C	4
SSM 10173	284449.729	628954.687	54	C	4
SSM 10174	284449.734	628954.692	54	C	4
SSM 10175	284449.739	628954.697	54	C	4
SSM 10176	284449.744	628954.702	54	C	4
SSM 10177	284449.749	628954.707	54	C	4
SSM 10178	284449.754	628954.712	54	C	4
SSM 10179	284449.759	628954.717	54	C	4
SSM 10180	284449.764	628954.722	54	C	4
SSM 10181	284449.769	628954.727	54	C	4
SSM 10182	284449.774	628954.732	54	C	4
SSM 10183	284449.779	628954.737	54	C	4
SSM 10184	284449.784	628954.742	54	C	4
SSM 10185	284449.789	628954.747	54	C	4
SSM 10186	284449.794	628954.752	54	C	4
SSM 10187	284449.799	628954.757	54	C	4
SSM 10188	284449.804	628954.762	54	C	4
SSM 10189	284449.809	628954.767	54	C	4
SSM 10190	284449.814	628954.772	54	C	4
SSM 10191	284449.819	628954.777	54	C	4
SSM 10192	284449.824	628954.782	54	C	4
SSM 10193	284449.829	628954.787	54	C	4
SSM 10194	284449.834	628954.792	54	C	4
SSM 10195	284449.839	628954.797	54	C	4
SSM 10196	284449.844	628954.802	54	C	4
SSM 10197	284449.849	628954.807	54	C	4
SSM 10198	284449.854	628954.812	54	C	4
SSM 10199	284449.859	628954.817	54	C	4
SSM 10200	284449.864	628954.822	54	C	4
SSM 10201	284449.869	628954.827	54	C	4
SSM 10202	284449.874	628954.832	54	C	4
SSM 10203	284449.879	628954.837	54	C	4
SSM 10204	284449.884	628954.842	54	C	4
SSM 10205	284449.889	628954.847	54	C	4
SSM 10206	284449.894	628954.852	54	C	4
SSM 10207	284449.899	628954.857	54	C	4
SSM 10208	284449.904	628954.862	54	C	4
SSM 10209	284449.909	628954.867	54	C	4
SSM 10210	284449.914	628954.872	54	C	4
SSM 10211	284449.919	628954.877	54	C	4
SSM 10212	284449.924	628954.882	54	C	4
SSM 10213	284449.929	628954.887	54	C	4
SSM 10214	284449.934	628954.892	54	C	4
SSM 10215	284449.939	628954.897	54	C	4
SSM 10216	284449.944	628954.902	54	C	4
SSM 10217	284449.949	628954.907	54	C	4
SSM 10218	284449.954	628954.912	54	C	4
SSM 10219	284449.959	628954.917	54	C	4
SSM 10220	284449.964	628954.922	54	C	4
SSM 10221	284449.969	628954.927	54	C	4
SSM 10222	284449.974	628954.932	54	C	4
SSM 10223	284449.979	628954.937	54	C	4
SSM 10224	284449.984	628954.942	54	C	4
SSM 10225	284449.989	628954.947	54	C	4
SSM 10226	284449.994	628954.952	54	C	4
SSM 10227	284449.999	628954.957	54	C	4
SSM 10228	284449.804	628954.962	54	C	4
SSM 10229	284449.809	628954.967	54	C	4
SSM 10230	284449.814	628954.972	54	C	4
SSM 10231	284449.819	628954.977	54	C	4
SSM 10232	284449.824	628954.982	54	C	4
SSM 10233	284449.829	628954.987	54	C	4
SSM 10234	284449.834	628954.992	54	C	4
SSM 10235	284449.839	628954.997	54	C	4
SSM 10236	284449.844	628955.002	54	C	4
SSM 10237	284449.849	628955.007	54	C	4
SSM 10238	284449.854	628955.012	54	C	4
SSM 10239	284449.859	628955.017	54	C	4
SSM 10240	284449.864	628955.022	54	C	4
SSM 10241	284449.869	628955.027	54	C	4
SSM 10242	284449.874	628955.032	54	C	4
SSM 10243	284449.879	628955.037	54	C	4
SSM 10244	284449.884	628955.042	54	C	4
SSM 10245	284449.889	628955.047	54	C	4
SSM 10246	284449.894	628955.052	54	C	4
SSM 10247	284449.899	628955.057	54	C	

**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

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:
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

(Sheet 3 of 3 Sheets)

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 DUTY
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 4626
NO. 503.

SIGNED:

DATE : 25 MARCH 2008

"TWEEDSTONE PTY LTD
ACN 112 196 362
by its duly authorised attorneys
CHRISTOPHER 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

SHEETWORK REFERENCE: 22073-DP2-LOCATION



LOCATION DIAGRAM
RATIO 1:600

NAME OF DEVELOPMENT, IF ANY
ELYSIA

ADDRESS FOR SERVICE OF NOTICE
NETWORK STRATA SERVICES
PO BOX 269
HORSVILLE 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 cadastral position of the land and any additional and replacement sheets added see schedule below.

Council's Approval No. 03/08
Date: 27/12/08
Council Clerk's signature: [Signature]

Surveyor's Signature: [Signature]
Date: 11/7/2007

SCHEDULE OF CHANGES
TO THE SCHEME

Lot No.	Details	Sheet No.
2	SP B04-02	
3	SP00009	
4	SP81820	
5	SP82844	

COMMUNITY PROPERTY PLAN

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

TABLE OF CURVED BOUNDARIES

LINE	BEARING	DISTANCE	ARC	RADIUS
5	283°05'	4.775	4.775	66
6	213°34'	7.1	7.1	66
7	08°12'00"	7.305	7.305	19.5
12	68°42'	3.085	3.085	66

TABLE OF SHORT EASEMENTS

LINE	BEARING	DISTANCE	ARC	RADIUS
6	59°37'20"	2.12	2.12	6.50
7	16°37'20"	0.85	0.85	2.62
11	124°06'	6.50	6.50	4.555
14	53°15'	9.18	9.18	6.36
15	43°15'	5.0	5.0	3.15
16	153°15'	6.74	6.74	3.15
17	164°12'	5.43	5.43	3.15
18	216°00'00"	1.41	1.41	4.395
19	237°10'	4.16	4.16	2.9
29	104°20'	5.385	5.385	

DIAGRAM B
RATIO 1:250

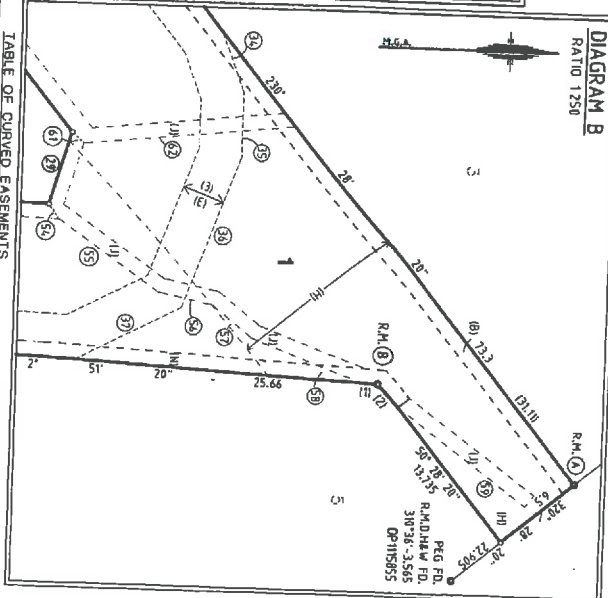


TABLE OF CURVED EASEMENTS

LINE	BEARING	DISTANCE	ARC	RADIUS
42	87°41'	3.16	3.12	8
45	259°51'40"	5.08	6.02	8
51	335°43'	9.65	11.21	6
60	256°08'	2.0	2.0	10.5
65	69°32'15"	1.005	1.005	66
69	87°30'	3.17	3.12	66

SEE DIAGRAM D

SEE DIAGRAM C

SEE DIAGRAM A

SEE DIAGRAM B

SEE DIAGRAM E

SEE DIAGRAM F

SEE DIAGRAM G

SEE DIAGRAM H

SEE DIAGRAM I

SEE DIAGRAM J

SEE DIAGRAM K

SEE DIAGRAM L

SEE DIAGRAM M

SEE DIAGRAM N

SEE DIAGRAM O

SEE DIAGRAM P

SEE DIAGRAM Q

SEE DIAGRAM R

SEE DIAGRAM S

SEE DIAGRAM T

SEE DIAGRAM U

SEE DIAGRAM V

SEE DIAGRAM W

SEE DIAGRAM X

SEE DIAGRAM Y

SEE DIAGRAM Z

SEE DIAGRAM AA

SEE DIAGRAM AB

SEE DIAGRAM AC

SEE DIAGRAM AD

SEE DIAGRAM AE

SEE DIAGRAM AF

SEE DIAGRAM AG

SEE DIAGRAM AH

SEE DIAGRAM AI

SEE DIAGRAM AJ

SEE DIAGRAM AK

SEE DIAGRAM AL

SEE DIAGRAM AM

SEE DIAGRAM AN

SEE DIAGRAM AO

SEE DIAGRAM AP

SEE DIAGRAM AQ

SEE DIAGRAM AR

SEE DIAGRAM AS

SEE DIAGRAM AT

SEE DIAGRAM AU

SEE DIAGRAM AV

SEE DIAGRAM AW

SEE DIAGRAM AX

SEE DIAGRAM AY

SEE DIAGRAM AZ

SEE DIAGRAM BA

SEE DIAGRAM BB

SEE DIAGRAM BC

SEE DIAGRAM BD

SEE DIAGRAM BE

SEE DIAGRAM BF

SEE DIAGRAM BG

SEE DIAGRAM BH

SEE DIAGRAM BI

SEE DIAGRAM BJ

SEE DIAGRAM BK

SEE DIAGRAM BL

SEE DIAGRAM BM

SEE DIAGRAM BN

SEE DIAGRAM BO

SEE DIAGRAM BP

SEE DIAGRAM BQ

SEE DIAGRAM BR

SEE DIAGRAM BS

SEE DIAGRAM BT

SEE DIAGRAM BU

SEE DIAGRAM BV

SEE DIAGRAM BW

SEE DIAGRAM BX

SEE DIAGRAM BY

SEE DIAGRAM BZ

SEE DIAGRAM CA

SEE DIAGRAM CB

SEE DIAGRAM CC

SEE DIAGRAM CD

SEE DIAGRAM CE

SEE DIAGRAM CF

SEE DIAGRAM CG

SEE DIAGRAM CH

SEE DIAGRAM CI

SEE DIAGRAM CJ

SEE DIAGRAM CK

SEE DIAGRAM CL

SEE DIAGRAM CM

SEE DIAGRAM CN

SEE DIAGRAM CO

SEE DIAGRAM CP

SEE DIAGRAM CQ

SEE DIAGRAM CR

SEE DIAGRAM CS

SEE DIAGRAM CT

SEE DIAGRAM CU

SEE DIAGRAM CV

SEE DIAGRAM CW

SEE DIAGRAM CX

SEE DIAGRAM CY

SEE DIAGRAM CZ

SEE DIAGRAM DA

SEE DIAGRAM DB

SEE DIAGRAM DC

SEE DIAGRAM DD

SEE DIAGRAM DE

SEE DIAGRAM DF

SEE DIAGRAM DG

SEE DIAGRAM DH

SEE DIAGRAM DI

SEE DIAGRAM DJ

SEE DIAGRAM DK

SEE DIAGRAM DL

SEE DIAGRAM DM

SEE DIAGRAM DN

SEE DIAGRAM DO

SEE DIAGRAM DP

SEE DIAGRAM DQ

SEE DIAGRAM DR

SEE DIAGRAM DS

SEE DIAGRAM DT

SEE DIAGRAM DU

SEE DIAGRAM DV

SEE DIAGRAM DW

SEE DIAGRAM DX

SEE DIAGRAM DY

SEE DIAGRAM DZ

SEE DIAGRAM EA

SEE DIAGRAM EB

SEE DIAGRAM EC

SEE DIAGRAM ED

SEE DIAGRAM EE

SEE DIAGRAM EF

SEE DIAGRAM EG

SEE DIAGRAM EH

SEE DIAGRAM EI

SEE DIAGRAM EJ

SEE DIAGRAM EK

SEE DIAGRAM EL

SEE DIAGRAM EM

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SEE DIAGRAM FW

SEE DIAGRAM FX

SEE DIAGRAM FY

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SEE DIAGRAM HQ

SEE DIAGRAM HR

SEE DIAGRAM HS

SEE DIAGRAM HT

SEE DIAGRAM HU

SEE DIAGRAM HV

SEE DIAGRAM HW

SEE DIAGRAM HX

SEE DIAGRAM HY

SEE DIAGRAM HZ

INITIAL SCHEDULE OF UNIT ENTITLEMENTS

SCHEDULE OF UNIT ENTITLEMENT		
LOT	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	
2	2332	
3	2866	SP80809
4	2136	
5	2708	
TOTAL	10000	

DP270546

Registered:  25 12.5.2008

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

Malay Peninsula

Surveyor registered under the Surveying Act 2002

This is sheet 4 of the plan of 4 sheels covered by subdivision certificate No. 031/08 of 27/3/05

For use where space is insufficient 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 COMPLETION OF THE SCHEME 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 4A, 4B ETC. AS THE CIRCUMSTANCES REQUIRE

PETER WILTSHIRE

OF LANDMARK WHITE (NSW) PTY LTD
LEVEL 2, 11-13 AIRD STREET
PARRAMATTA NSW 2150

BEING A VALUER REGISTERED UNDER
THE VALUERS REGISTRATION ACT
1975, CERTIFY THAT THE UNIT
ENTITLEMENTS SHOWN ON THIS
SHEET ARE BASED UPON VALUATIONS
MADE BY ME ON 11 May 2007

(SIGNATURE) *P. H. H. H.*
(DATE) 24/10/03

Reduction Ratio 1: N/A

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 22073-DP2-ENTITLEMENT

DP 270546

COVER SHEET FOR SECTION 88B INSTRUMENT

.....
ATTENTION
.....

A Community Plan may be subject to future subdivision that could also contain a Section 88B Instrument. This instrument could then comprise separate documents registered on different dates.

Particulars of each document are as follows:-

Document Number	Plan/Instrument Registration Date	Number of Sheets in Plan	Number of Sheets in Section 88B Instrument
Document 1	19.5.2008	4	9

TOTAL NUMBER OF SHEETS OF SECTION 88B INSTRUMENT IMAGED

(INCLUDING COVER SHEET)

**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

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:
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

Doc.1

(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

(Sheet 6 of 9 Sheets)

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

(Sheet 7 of 9 Sheets)

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

(Sheet 8 of 9 Sheets)

Plan: DP270546

Subdivision of Lot 100

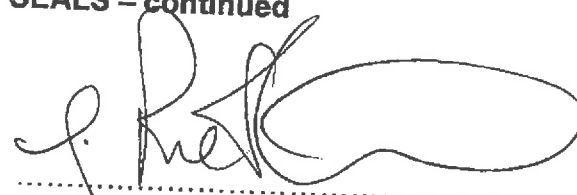
DP


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
the presence of:


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


.....
Signature of Witness


.....
Name of Witness

C/- Integral Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Address of Witness

26 September 2007
.....
Date of Execution


.....
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
552, 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 ODGEYS-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 ELOURA PLACE
BONNYRIGG NSW
address of
Witness



Authorised Officer, Penrith City Council



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) TORRENS TITLE	For the common property CP/SP 82944	
(B) LODGED BY	Document Collection Box 573X 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: _____	CODE CH

- (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: _____
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

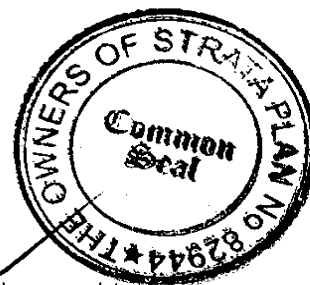
1. Intention

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.





ANNEXURE B
By-Laws

Tel: 1300 NETSTRATA P.O. Box 265
Fax: 1300 544 402 HURSTVILLE BC 1481

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

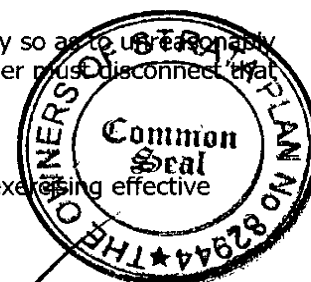
3. If an Owner installs a device in the Owner's Lot which malfunctions, or functions in a way so as to unreasonably interfere with the use and enjoyment of a Lot or the Common Property by Owner, the Owner must disconnect that device and, if required by the Owners Corporation, remove the device.

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



Tel: 1300 NETSTRATA P.O. Box 285
Fax: 1300 644 402 HURSTVILLE BC 1481

By-Laws

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

(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



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By-Laws

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

- (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

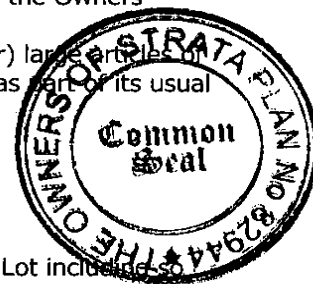
An Owner of a Lot must not deposit or throw on the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Owner of another Lot or of any person lawfully using the Common Property.

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

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



Report Date: 29th June 2018



Tel: 1300 NETSTRATA
Fax: 1300 644 402

P.O. Box 255
HURSTVILLE BC 1481

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

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

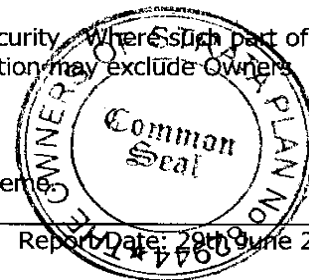
1. An Owner of a Lot must not, without the prior written consent of the Owners Corporation, change the existing use of the Lot in a way that may effect the insurance premiums for the Strata Scheme (for example, if the change of use results in an hazardous activity being carried on the Lot, or results 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



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Fax: 1300 644 402 HURSTVILLE BC 1481

By-Laws

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

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

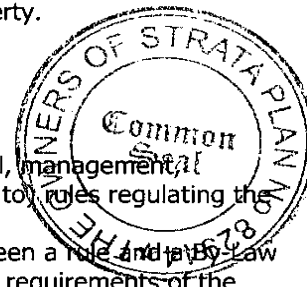
1. An Owner of a Lot must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner of another Lot.
2. An Owner of a Lot must have consent from the 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 Corporation towards the operation, management, maintenance and upkeep of the Shared Facilities.

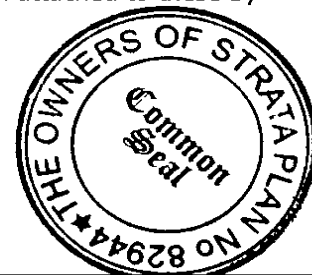
31 BRAACE Retaining Wall

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

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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

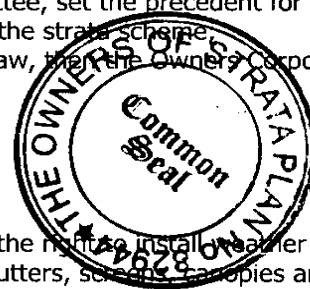
- Notwithstanding By-law 5(3)(b), the owners of any lot proposing to undertake the installation of security screens to the windows and doors of their lot must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme for approval by the Executive Committee.
- 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.
- 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:

- 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;
- 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

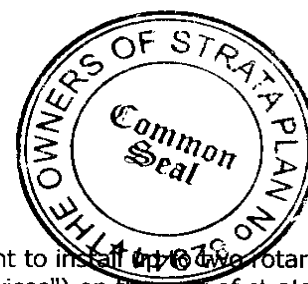
Registration Date: 01/03/2010

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.

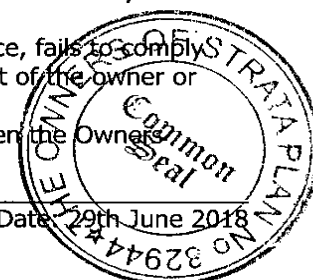
7 Installation of Solar Panels

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

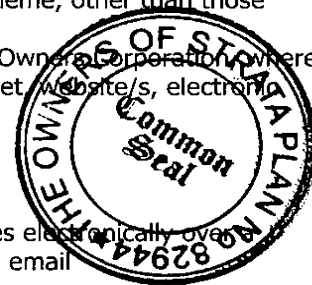
PART 1 - Preamble

- (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 include 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.

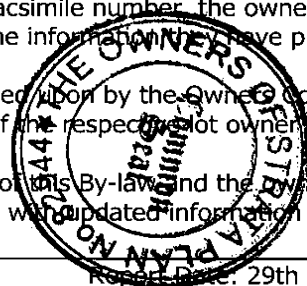
3.4 In the event an error message is received pursuant to clause 3.3 of this By-law, the secretary, strata managing agent or Owners Corporation must ensure that sufficient period of notice is provided, as required by the Act for the delivery of the notice/s by post.

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;

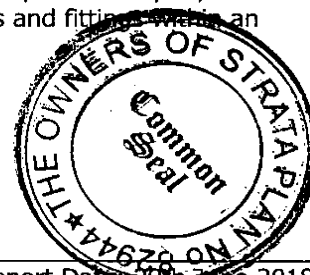
3.1 Internal Areas

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 insinkers
- (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

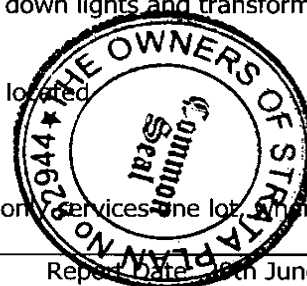
- (a) All carpet within the lot
- (b) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles
- (c) All Floor boards, whether floating or fixed
- (d) All parquet, linoleum, vinyl and cork tiles wherever located

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

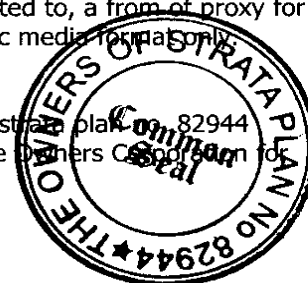
(g) Owners Mark means a unique user name and password provided to the owner by the Owners Corporation for the purposes of signing and authenticating a Proxy Form.

(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.

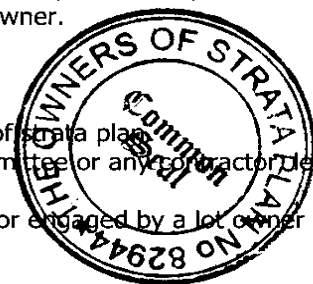
'Owners Corporation' means the owners corporation created by the registration of strata plan.

'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;

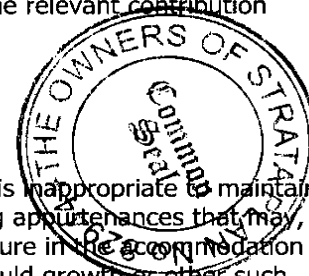
All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

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;

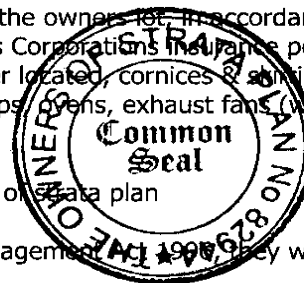
'Lot Property' means those parts and elements of the building contained within the owners lot, in accordance with the strata plan registered for the strata scheme that are covered by the Owners Corporations insurance policy, as well as timber floor boards contained within the lot, wall and floor tiles 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.

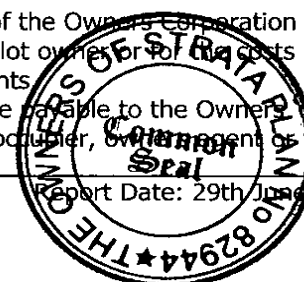
'the Act' means the Strata Schemes Management Act 1996.

'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, owner agent or 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.

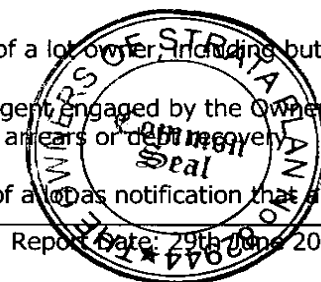
PART 2 - Definitions & Interpretation

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

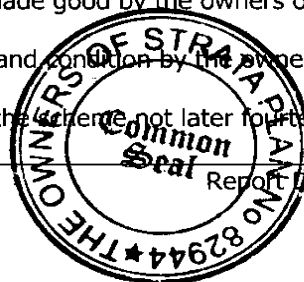
An application for a Minor Renovation must be made in writing and sent to the secretary or Strata Managing Agent and be accompanied with all necessary documentation that will readily allow the strata committee to determine the application, including but not limited to;

- 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 fourteen (14) days



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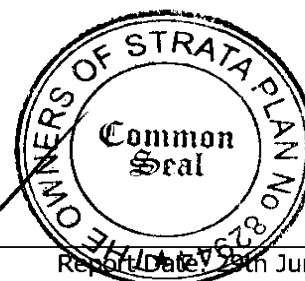
47 CAMELLIA AVE GLENMORE PARK

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.

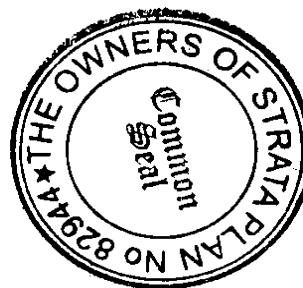
~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

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



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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

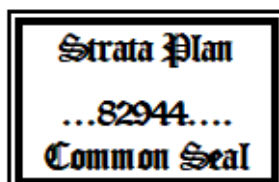
3. If an Owner installs a device in the Owner's Lot which malfunctions, or functions in a way so as to unreasonably interfere with the use and enjoyment of a Lot or the Common Property by Owner, the Owner must disconnect that device and, if required by the Owners Corporation, remove the device.

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 an 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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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, 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 insinkers
- (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

Report Date: 4th May 2023



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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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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 out 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 read '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**

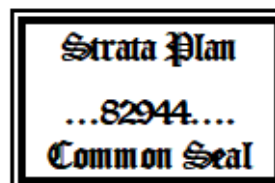
common property.

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

573X

Name

Company NETWORK STRATA SERVICES

Address PO BOX 265
HURSTVILLE BC NSW 1481

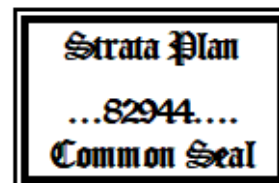
E-mail admin@netstrata.com.au Contact Number 1300 638 787

Customer Account Number 123421L Reference 82944

CODE

CH

- (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.

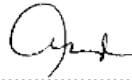
I Consent to the registration of the following documents that have been lodged over the Land:

- 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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COMMUNITY MANAGEMENT STATEMENT

and

BY-LAWS

"ELYSIA"

GLENMORE PARK NSW

Elysia

7 February 2008

Community Management Statement

REGISTERED



19.5.2008

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.

Elysia

7 February 2008

Community Management Statement

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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)

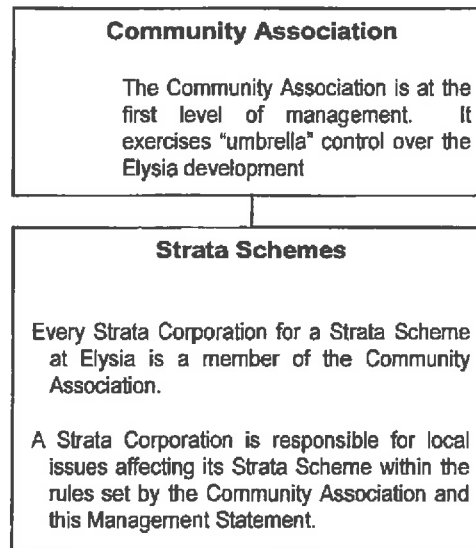
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Management structure

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.

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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.

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"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.

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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.

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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

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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.

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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

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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.

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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.

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- 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

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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.



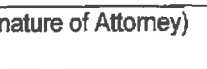


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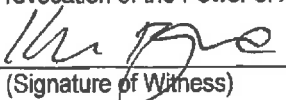
DP270546

Sheet 59 of 61 sheets

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	General Manager NW Title of Attorney
 (Signature of Attorney)	Joe Bevacqua Full name of Attorney	DEVELOPMENT MANAGER 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, 3, 08 

Signed on behalf of consent authority

MORTGAGEE APPROVAL

PERMANENT NOMINEES (AUST) LTD ABN 14 000 15 4 441, 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

Elysia
Community Management Statement

7 February 2008



TERMS OF INSTRUMENT
NOT CHECKED IN LAND
AND PROPERTY INFORMATION

TABLE OF SHORT AND CURVED BOUNDARIES

LINE	BEARING	DISTANCE	ARC	RADIUS
1	182°37'00"	1.95		
2	59°37'00"	1.12		
3	373°34'	1.11	17.15	66
4	106°04'	8.50		
5	64°17'00"	7.348	7.41	19.5
6	43°15'	6.145		
7	351°15'	4.16		
8	346°11'	5.13		
9	248°00'00"	1.41		
10	237°18'	4.48		
11	371°18'	6.58		
12	242°51'00"	4.555		
13	34°47'00"	5.18		
14	217°19'34"	5.408		
15	201°08'34"	6.835		
16	174°37'20"	6.915		
17	337°52'	8.41	9.195	5
18	462°24'	5.485		
19	78°44'	1.12		

ACCESSWAY PLAN

MANAGEMENT STATEMENT

SHEET 60 OF 61 SHEETS

DP270546

PLAN ILLUSTRATING OPEN
ACCESSWAY WITHIN THE
SUBDIVISION OF LOT 100
D.P. 1116855

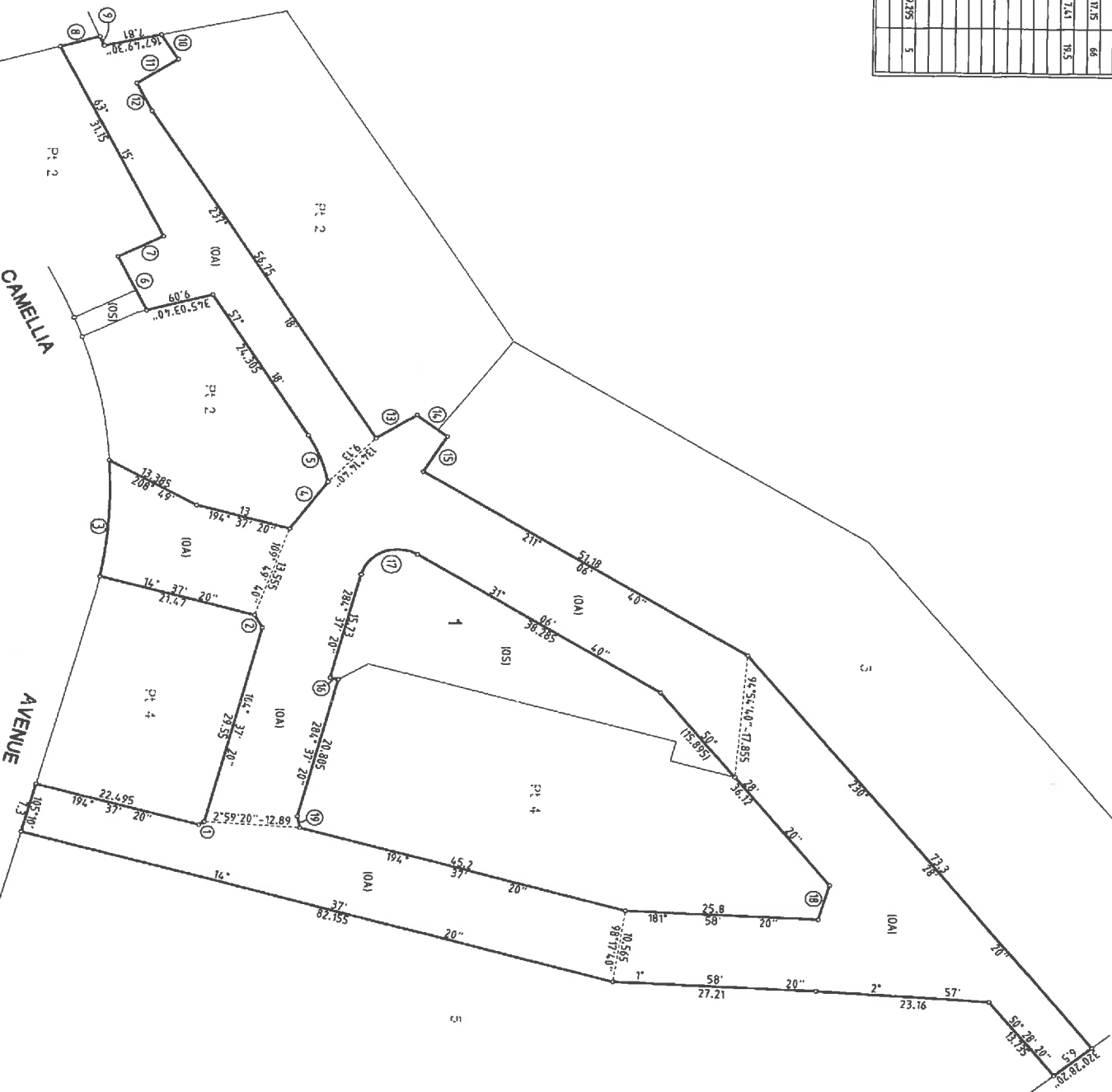
I, PHILIP JOHN MCQUILLAN, Surveyor of
PROUST & GARDNER CONSULTING
certify that this is a plan of the service works/
access ways provided for the development
shown in Community / Precinct/
Neighbourhood Plan No. _____
Signed: *Philip John McQuillan* Date: 23/11/2017

REGISTERED 23 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 1991.

IOAI OPEN ACCESSWAY
IOSI OPEN SPACE NOT INCLUDED
IN OPEN ACCESSWAY



REVISIONS: 2013-BRACE Plan 005

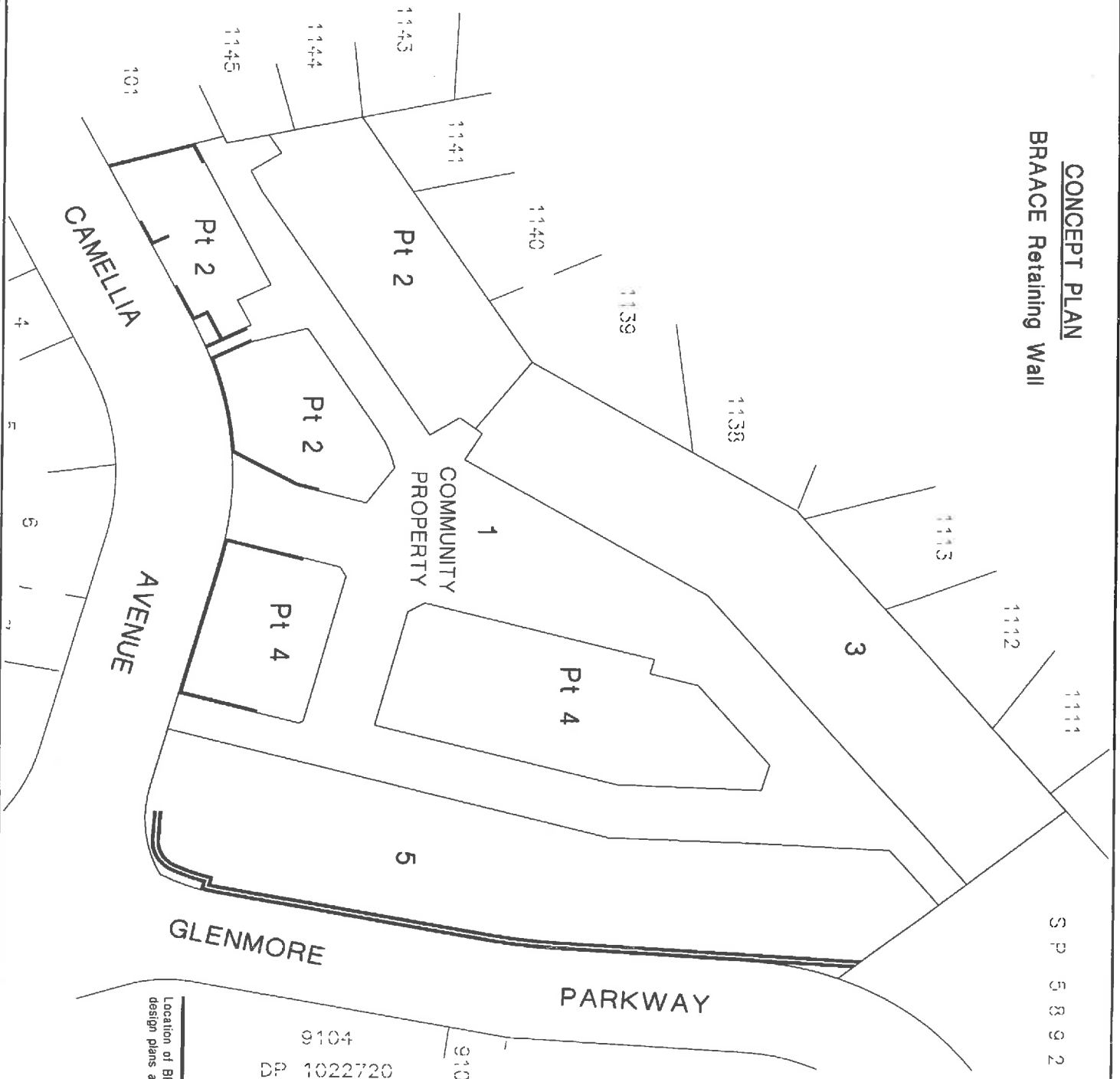


CONCEPT PLAN
BRACE Retaining Wall

S P 5 8 9 2 3

MANAGEMENT STATEMENT
SHEET 61 OF 61 SHEETS

DP270546



Denotes BRACE Retaining Wall
Location of BRACE Retaining Walls plotted vide
design plans and is indicative only.

D P 8 6 5 4 5 9

2

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 573X	Name, Address or DX, Telephone, and Customer Account Number if any Network Strata Services Pty Limited 123421L PO BOX 265 Hurstville BC NSW Reference: 270546	CODE CS
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(C) APPLICANT

Community	Association	Deposited Plan No. 270546
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(D)

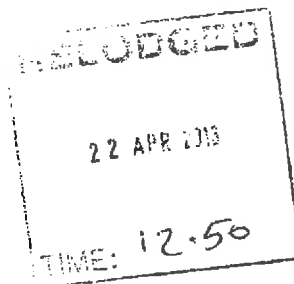
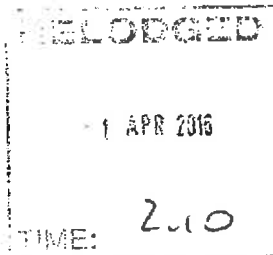
The applicant certifies that by a special resolution passed on 14 January 2016 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) BY-LAWS

Repealed	Added 45-61-62	as fully set out below
----------	-------------------	------------------------

(F) TEXT OF ADDED BY-LAW

AS ATTACHED



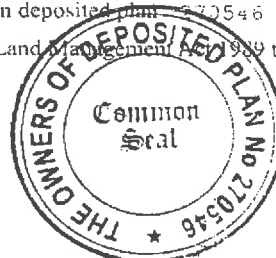
(G) The common seal of the Community association deposited plan 270546 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

W. Caraciannis

Name of witness: W. Caraciannis, Netstrata

Date: 22 January 2016



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
0911



DP 270546
MANAGEMENT STATEMENT
ANNEXURE 'A'
Sheet 2 of 2 Sheets

Annexure A Change of By-Laws

Parties: 270546

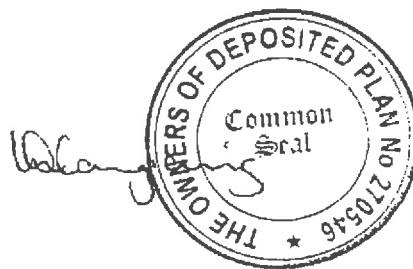
Dated: 14 January 2016

Special By-Law ⁷¹~~72~~ 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).

Page 2 of 2



Form: 21CSM
Release: 2.2
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**AMENDMENT OF
MANAGEMENT STATEMENT**



AK168982P

New South Wales

Section 39

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

573X

Name, Address or DX, Telephone, and Customer Account Number if any

Network Strata Services Pty Limited 123421L
PO BOX 265
Hurstville BC NSW

Reference: 270546

CODE

CS

(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

43 45 61 62 71

as fully set out below

(F) **TEXT OF ADDED BY-LAW**

AS ATTACHED

RELODGED

- 1 APR 2016

TIME:

2.10

RELODGED

22 APR 2016

TIME: 12.50

(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 Caradiannis

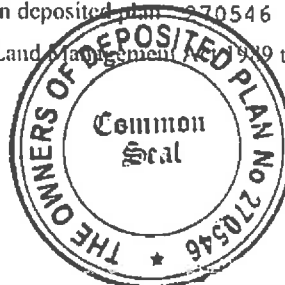
Name of witness:

WENDY

W. Caradiannis, Netstrata

Date:

22 January 2016



Annexure A Change of By-Laws

Parties: 270546

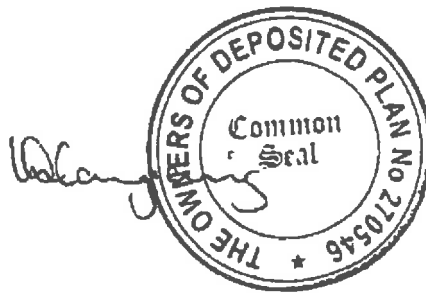
Dated: 14 January 2016

71

Special By-Law ~~23~~ - 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



AQ836142P

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	Name, Address or DX, Telephone, and Customer Account Number if any Network Strata Services Pty Limited 123421L P O Box 265 HURSTVILLE BC NSW 1491 Email: anit.dalag@netstrata.com.au Reference: 270546	CODE CS
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(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

Repeated 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



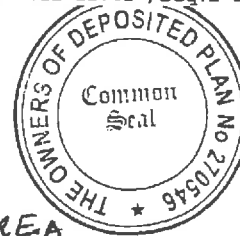
- (G) The common seal of the Community association deposited plan 270546 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness: Anita Dalag- Netstrata

Date: 16 February 2021

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
2005



ANNEXURE A

AMENDMENT TO COMMUNITY MANAGEMENT STATEMENT - ADDITIONAL BY-LAW

*authorised by
Council, Darin 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

- Community P*
1. No Parking on Common 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 property, including the visitor parking spaces, except with the prior written approval of the Community Association.
- Community*
2. No Parking on Common 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 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 property except with the prior written approval of the Community Association.
- Community*
3. No Parking on Common 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 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 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.
- Community*
6. No Parking on Common 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 property, including the visitor parking spaces.
- Community*
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:

- (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~~ ^{Community} property as a result of moving furniture, damaged caused to ~~common~~ ^{Community} 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.

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;

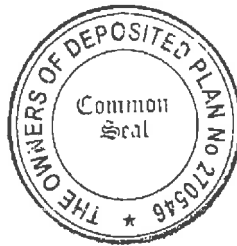
ii. The Community Association must not impose a fee or seek compensation from a lot owner unless the proposed fee has been approved by the Community Association Committee.

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;

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

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 DP270546-2228

Land Registry Document Identification

AT144322

STAMP DUTY:

Amendment of Management Statement (21CSM)

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
1/270546	N	

Applicant

COMMUNITY ASSOCIATION DP270546
Other legal entity

Document Type

Amendment of Management Statement (21CSM)

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 Dealing

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 COMMUNITY ASSOCIATION DP270546
Signer Name DARREN CHARLES KANE
Signer Organisation DARREN CHARLES KANE
Signer Role PRACTITIONER CERTIFIER
Execution Date 02/06/2023

Form: 21CSM
Release: 2-6

**AMENDMENT/CONSOLIDATION
OF
MANAGEMENT STATEMENT**

Leave this space clear. Affix additional
pages to the top left-hand corner.

New South Wales

Section 108 Community Land Development Act 2021

Section 28 Community Land Development Regulation 2021

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 573X	Name, Address or DX, Telephone, and Customer Account Number if any Network Strata Services Pty Limited		CODE CS
	Email: anita.dalag@netstrata.com.au		
	Reference: 270546		

(C) **APPLICANT**

Community Association	Deposited Plan No. 270546
-----------------------	---------------------------

(D)

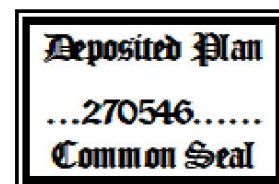
The applicant certifies that a special resolution was passed on 13 December 2022 pursuant to the requirements of section 131 of the Community Land Management Act 2021 to amend the management statement as follows:

(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:



A handwritten signature in black ink, appearing to read 'Anita Dalag'.

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"

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

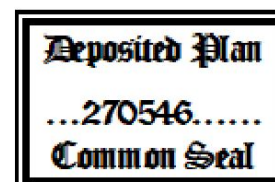
The Association and Association Committee shall be authorised to utilise electronic means of voting including but not limited to, teleconferencing, video-conferencing, email (including scanned ballot papers), websites, mobile applications and other electronic means for the purpose of collecting and counting 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.



Report Date: 16th May 2023

Community Association Consent

DP No 270546

Date: 16 May 2023

1/DP270546

Community Association consent to the registration of Consolidation of Management Statement of DP270546

Dear NSW LRS,

I am the person authorised for Neighbourhood Association of DP270546

I Consent to the registration of the following documents that have been lodged over the Land:

- Registration of Amendment of Management Statement and Amended Consolidation of Management Statement

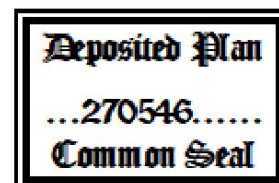
Regards

Attestation

The seal of Neighbourhood/Precint/Neighbourhood Association DP270546 was affixed on 16/05/23 in the presence of the person authorised by section 235 Community Land Management Act 2021 to attest to the affixing of the seal.

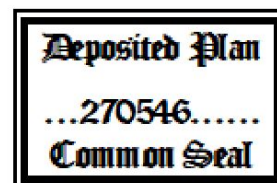
Signature:  Name: Anita Dalag (Netstrata) Authority: Appointed Strata Agent
Electronic signature of me and affixed by me on 16/05/2023 at 11.50 am
Property & Stock Agents Act 2002 Licence No. 867112.

^ Insert appropriate date



"WARNING"

THIS CONSENT IS NOT A SUBSTITUTE FOR AN APPROVED FORM IF REQUIRED TO BE LODGED



16 May 2023

The Registrar
Land Registry Services
GPO Box 15
SYDNEY NSW 2001

Dear Sir/Madam,

Re: DP 270546- Registration of Amendment of Management Statement.

We refer to the abovementioned dealing and as the strata managing agents of DP270546 we wish to request for an exemption to attach the Service Works Plans with the registration of the amendment of the management statement. The reason being, there have been no changes made in respect to these plans.

Your consideration will be greatly appreciated.

Yours faithfully,
NETSTRATA

Anita Dalag
Strata Management Assistant
Licensed Strata Managing Agent
Direct Dial: 8567 6445

Liability Limited by a scheme approved under Professional Standards Legislation

Network Strata Services Pty Ltd | A.C.N. 064 030 324 | All correspondence: PO Box 265, Hurstville BC NSW 1481

Head Office

298 Railway Pde
Carlton NSW 2218

Parramatta Office

Level 14, 3 Parramatta Sq
Parramatta NSW 2150

Wollongong Office

Level 3, 3 Rawson St
Wollongong NSW 2500

Sydney CBD Sales Office

Level 26, 44 Market St
Sydney NSW 2000



NSW Land Registry Services
Level 30, 175 Liverpool Street Sydney NSW 2000
GPO Box 15, Sydney NSW 2001
P (02) 8776 3575
E eConveyancingNSW@nswlrs.com.au
www.nswlrs.com.au

Lodgment Rules Exception Form

This form must be lodged with every Dealing with Exception and Miscellaneous Dealing (Miscellaneous Document) form, as defined in the Lodgment Rules.

Please accept this scanned paper dealing, as an eligible exception under Rules 5 or 10 of the Lodgment Rules (version 2), that has been lodged as either a:

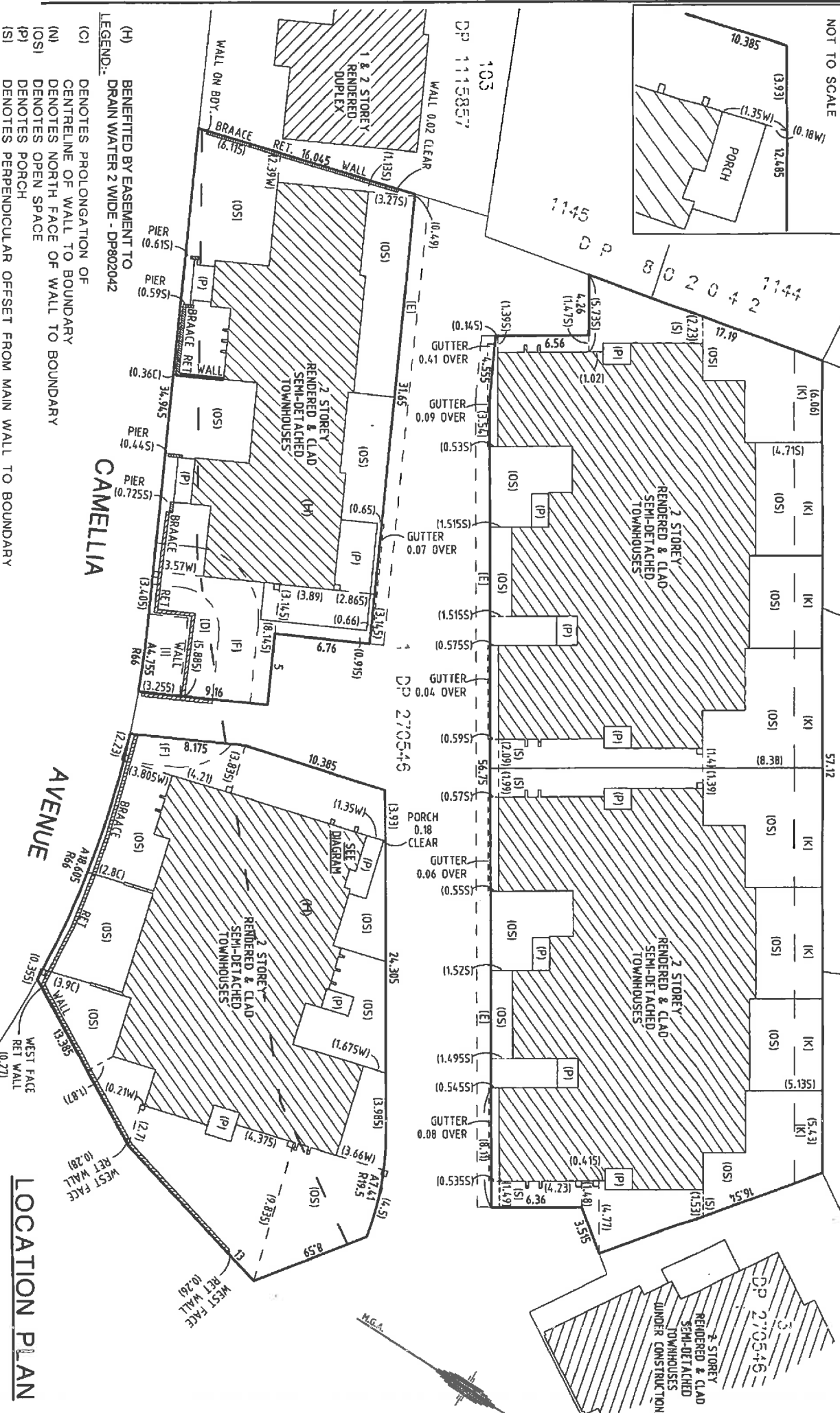
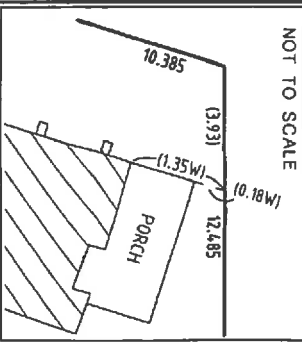
1. Dealing with Exception form; or
2. Miscellaneous Dealing (Miscellaneous Document) form

Lodgment Rules exception number: * 4

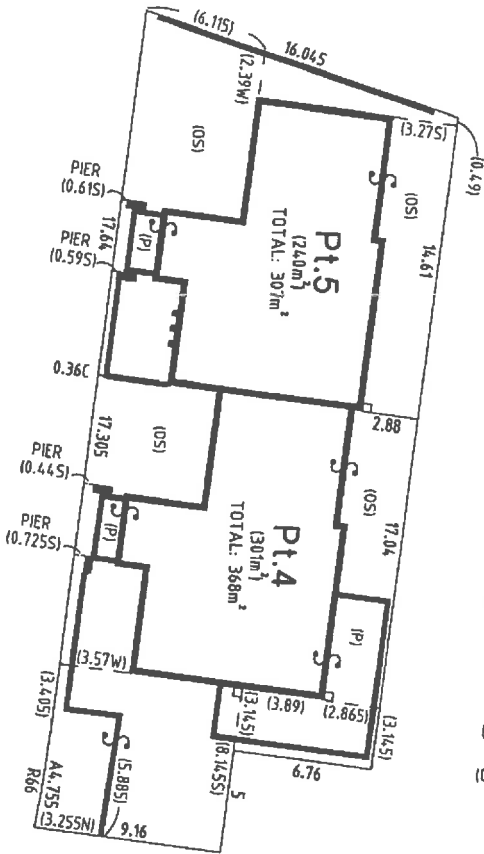
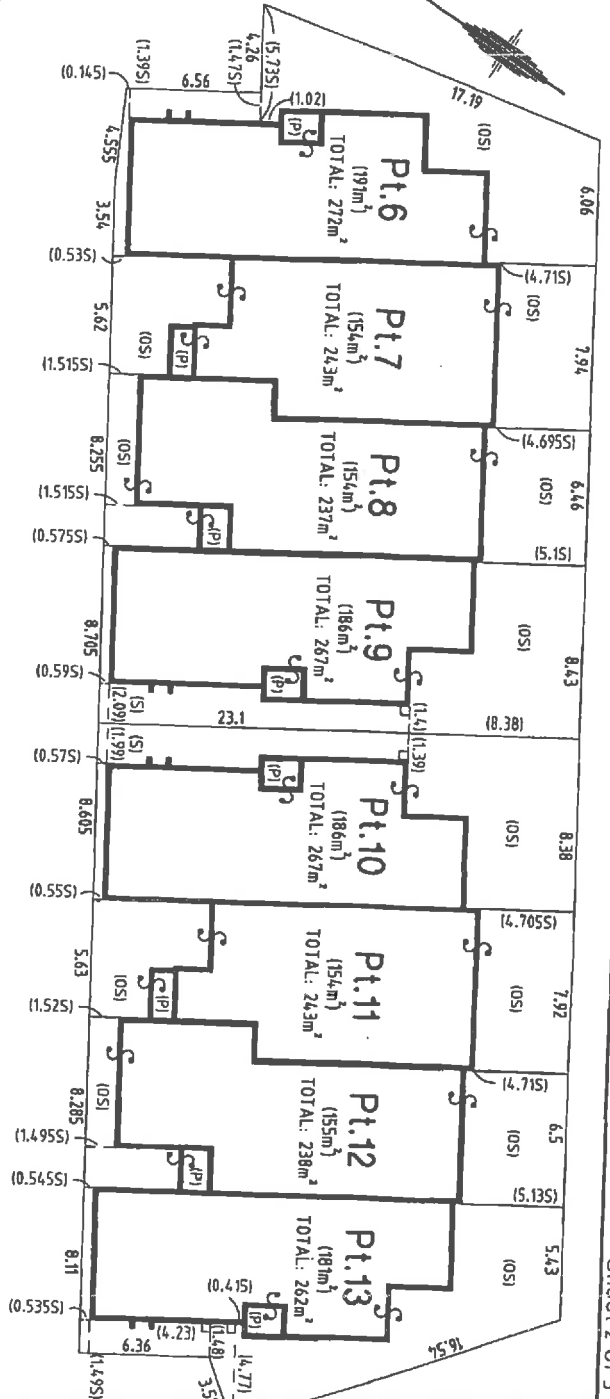
**Insert, from the [Lodgment Rules exceptions list](#), the exception number relied on to use the Dealing with Exception form or Miscellaneous Dealing (Miscellaneous Document) form.*

The Lodgment Rules exception list is published on the Office of the Registrar General Lodgment Rules webpage:
<https://www.registrargeneral.nsw.gov.au/publications/lodgment-rules>

DIAGRAM
NOT TO SCALE

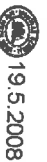


- NOTES:
1. AREAS SHOWN ARE APPROXIMATE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.
 2. THE STRATUM OF OPEN SPACE AND PORCH IS LIMITED IN DEPTH AND HEIGHT TO 3 METRES BELOW TO 3 METRES ABOVE THE UPPER SURFACE OF THE LOWER GROUND FLOOR LEVEL OF THEIR RESPECTIVE UNIT EXCEPT WHERE COVERED BY A ROOF OR EAVE.
 3. TIMBER RETAINING WALLS ARE COMMON PROPERTY.
 4. CONCRETE DRIVEWAYS ARE COMMON PROPERTY.
 5. ELECTRICITY AND GAS METERS ARE COMMON PROPERTY.
 6. PERGOLA STRUCTURES ARE COMMON PROPERTY.
 7. TILES AFFIXED TO COMMON PROPERTY WALLS FORM PART OF THE RESPECTIVE UNIT AND ARE NOT COMMON PROPERTY.
 8. AIR CONDITIONING UNITS FORM PART OF THE RESPECTIVE UNIT AND ARE NOT COMMON PROPERTY.
 9. EXHAUST FANS FORM PART OF THE RESPECTIVE UNIT AND ARE NOT COMMON PROPERTY.



GROUND FLOOR

Surveyor: Phillip John McQuillan
 Surveyor's Ref: 22073-SP LOT 2D
 Subdivision No: SC114/08



19.5.2008

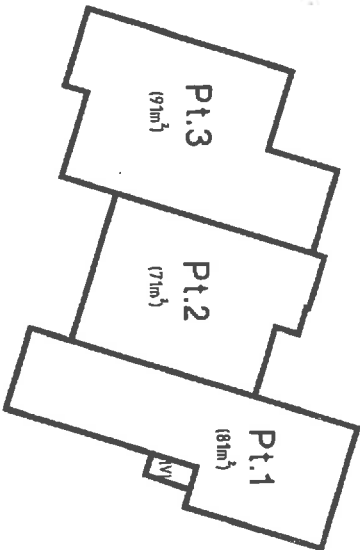
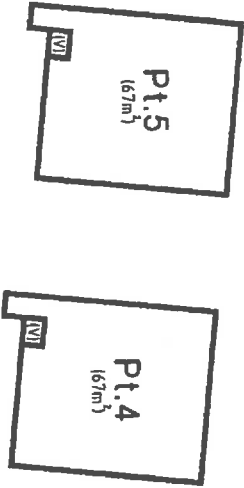
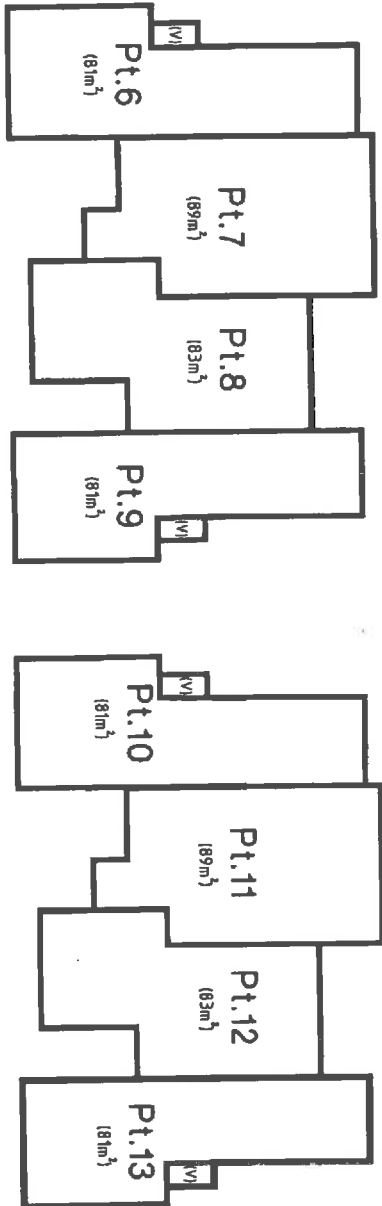
SP80402

0	30	60	90	120	150
0	30	60	90	120	150

Table of mm

Lengths are in metres. Reduction Ratio 1:250

M.G.A.

FIRST FLOORLEGEND:-

(V) DENOTES A VOID

NOTE:

1. AREAS ARE APPROXIMATE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.

0	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
Table of mm															

Surveyor: Phillip John McQuillan
 Surveyor's Ref: 22073-SP LOT 2D
 Subdivision No: SC114/08
 Lengths are in metres. Reduction Ratio 1:250



Registered
 19.5.2008

SP80402

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 80402
Network Strata Services
PO Box 265
Hurstville BC NSW 1481



SP80402 S

Registered: 19.5.2008

Purpose: STRATA PLAN

PLAN OF SUBDIVISION OF LOT 2 DP270546

* Residential Model by-laws adopted for this scheme

* Keeping of animals: Option A/B/C

* Schedule of By-laws in 14 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 lots 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: 8/4/08

Subdivision No. SC 114/08

Accreditation No. BPB 0129

Relevant Development Consent No. DA 06/12/7

Issued by: PENRITH CITY COUNCIL

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
of 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 + DP270546

(3) * is to be created under section 88B of the Conveyancing Act 1919
the survey information recorded in the accompanying location plan is accurate.

Signature: Phillip John McQuillan

Date: 2/4/2008

* Delete if inapplicable

+ State whether dealing or plan, and quote registered number.

SURVEYOR'S REFERENCE: 22073-SP LOT 2D

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

* OFFICE USE ONLY

STRATA PLAN FORM 3 (Part 2) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT 2 DP270546

SP80402

Registered:  19.5.2008

Strata Certificate Details: Subdivision No: **SC 114/08**


Date: **8/4/08**

SCHEDULE OF UNIT ENTITLEMENT

(if insufficient space use additional annexure sheet)

<u>Lot</u>	<u>Unit Entitlement</u>
1	180
2	173
3	177
4	184
5	184
6	177
7	173
8	177
9	180
10	180
11	173
12	177
13	177
Aggregate	2312

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)


• TWISTEDSTONE PTY LTD
ACN 112 196 362
by its duly authorised attorneys
CRANT JOHN HARRISON and
SLOTT LEE SPRINGER
under Power of Attorney registration
number 244 35693 and of which
they have no notice of revocation."

book 4512 No 302

PERMANENT NOMINEES (AUST) LTD
ABN 1400015444/ BY ITS DULY
CONSTITUTED ATTORNEY TARYN AMBER
MACKENZIE, ASSOCIATE DIRECTOR, INSTITUTIONAL
PROPERTY GROUP AUSTRALIA AND NEW
ZEALAND BANKING GROUP LIMITED ABN
11 005 357 522, UNDER POWER OF ATTORNEY
DATED 3 AUGUST 2007, REGISTERED AS BOOK
4526, NO. 503.

SIGNED: 

DATE: 16 April 2008

SURVEYOR'S REFERENCE: 22073-SP LOT 2D

* OFFICE USE ONLY

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)


PLAN OF SUBDIVISION OF LOT 2 DP270546

SP80402

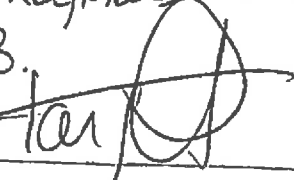
Registered:  19.5.2008

Strata Certificate Details: Subdivision No: **SC 114/08**

Date: **8/4/08**


* TWEEDSTONE PTY LTD.
ACN 112 196 362
by its duly authorised attorneys
GRANT JOHN HARRISON and
SLOTT LEE SPRINGER
under Power of Attorney registration
number 711 35647 and of which
they have no notice of revocation."
book 4512 NO 302

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

SIGNED: 
DATE: 16 April 2008

LOCATION PLAN

STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 1 of 5 sheets

D P 8 0 2 0 4 2

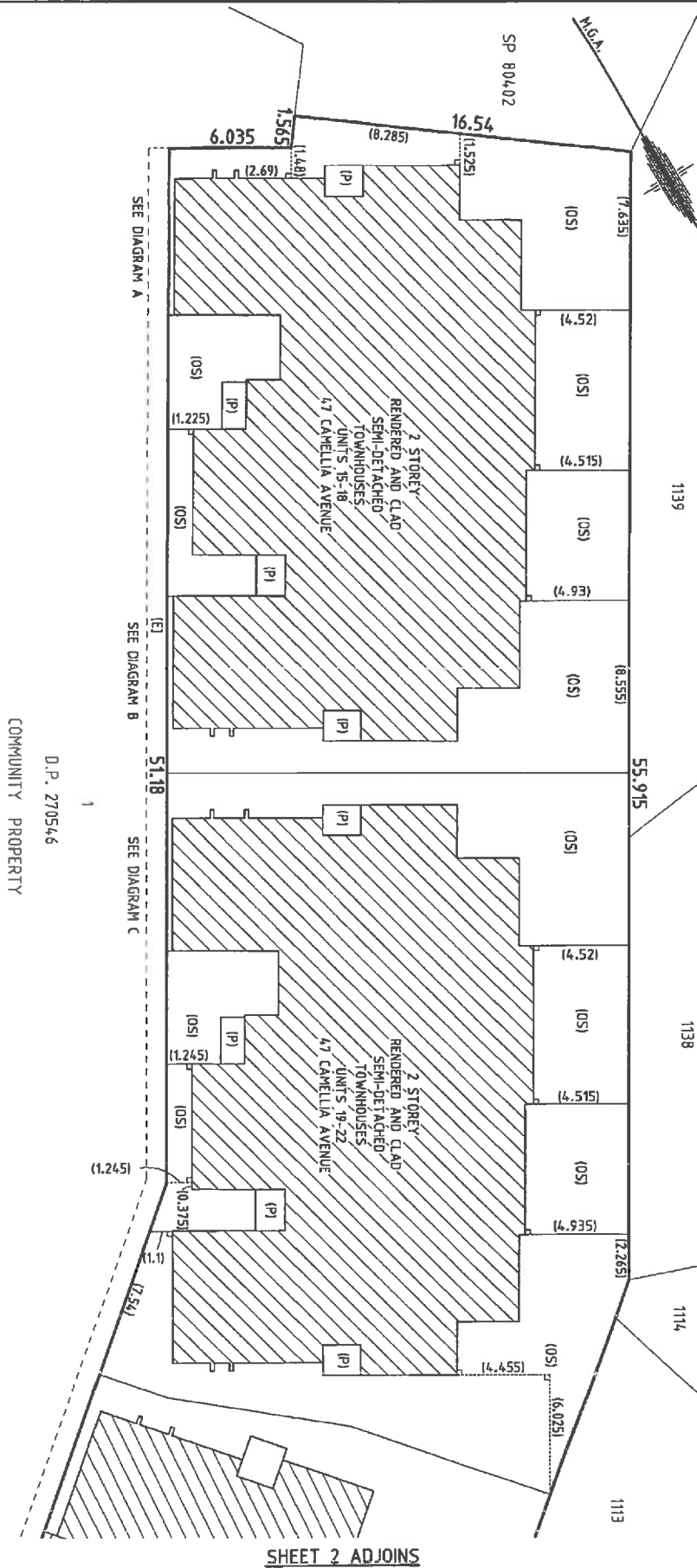


DIAGRAM A
RATIO 1:100



DIAGRAM B
RATIO 1:100

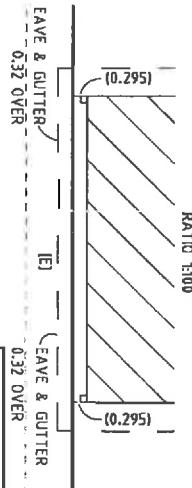
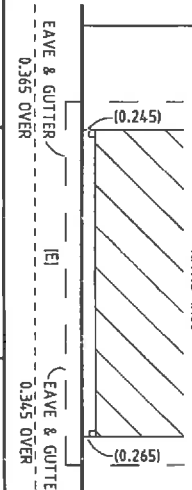


DIAGRAM C
RATIO 1:100



LEGEND:

- (EI) EASEMENT FOR OVERHANG 1 WIDE (D.P. 270546)
- (OS) DENOTES OPEN SPACE
- (PI) DENOTES PORCH
- - - DENOTES PERPENDICULAR OFFSET

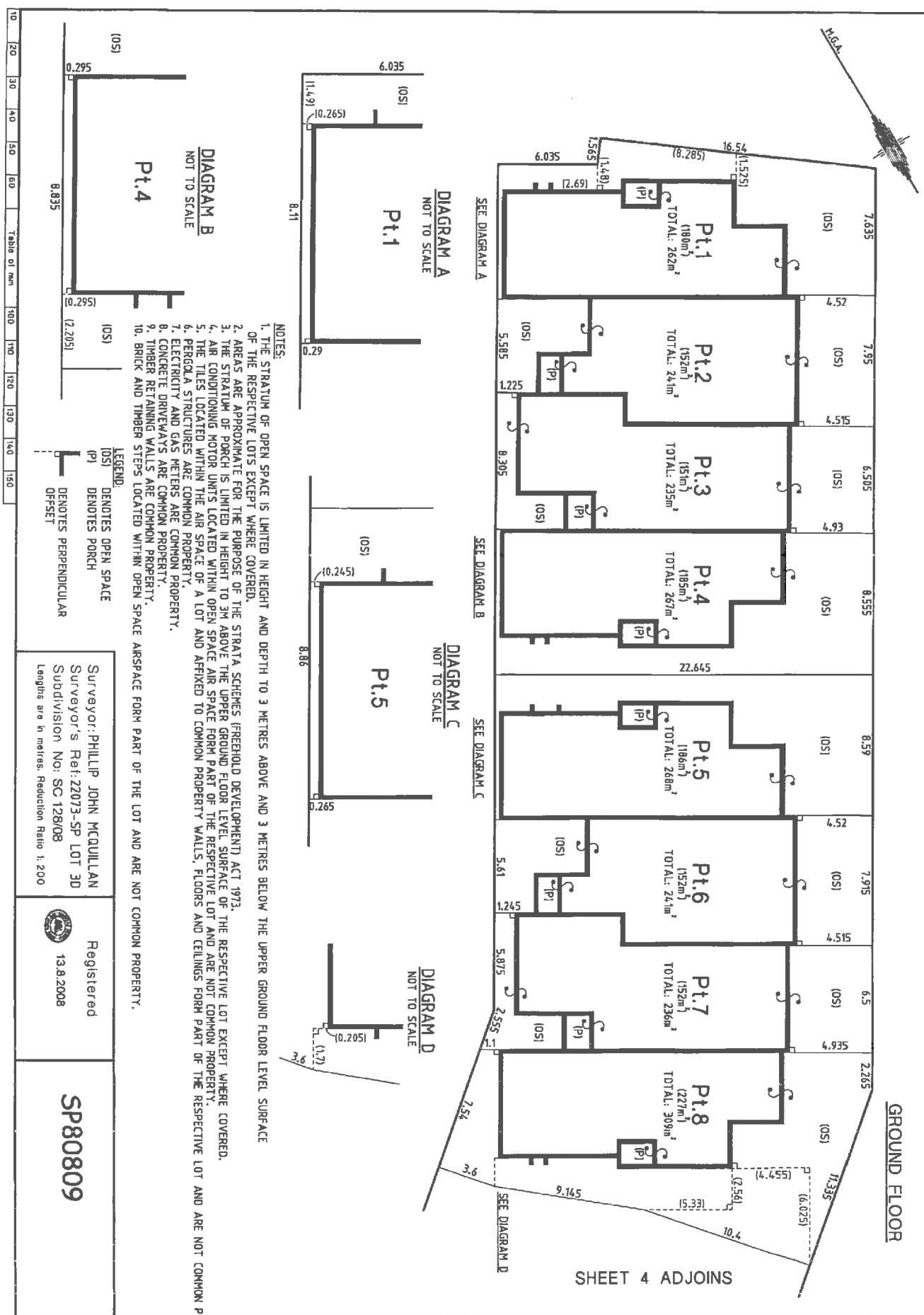
Surveyor: PHILLIP JOHN MCQUILLAN
Surveyor's Ref: 22073-SP LOT 3 D
Subdivision No: SC 128/08
Lengths are in metres. Reduction Ratio 1:200

Registered
13.8.2008

SP80809 P

SHEET 2 ADJOINS

SP80809



STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 4 of 5 sheets

GROUND FLOOR

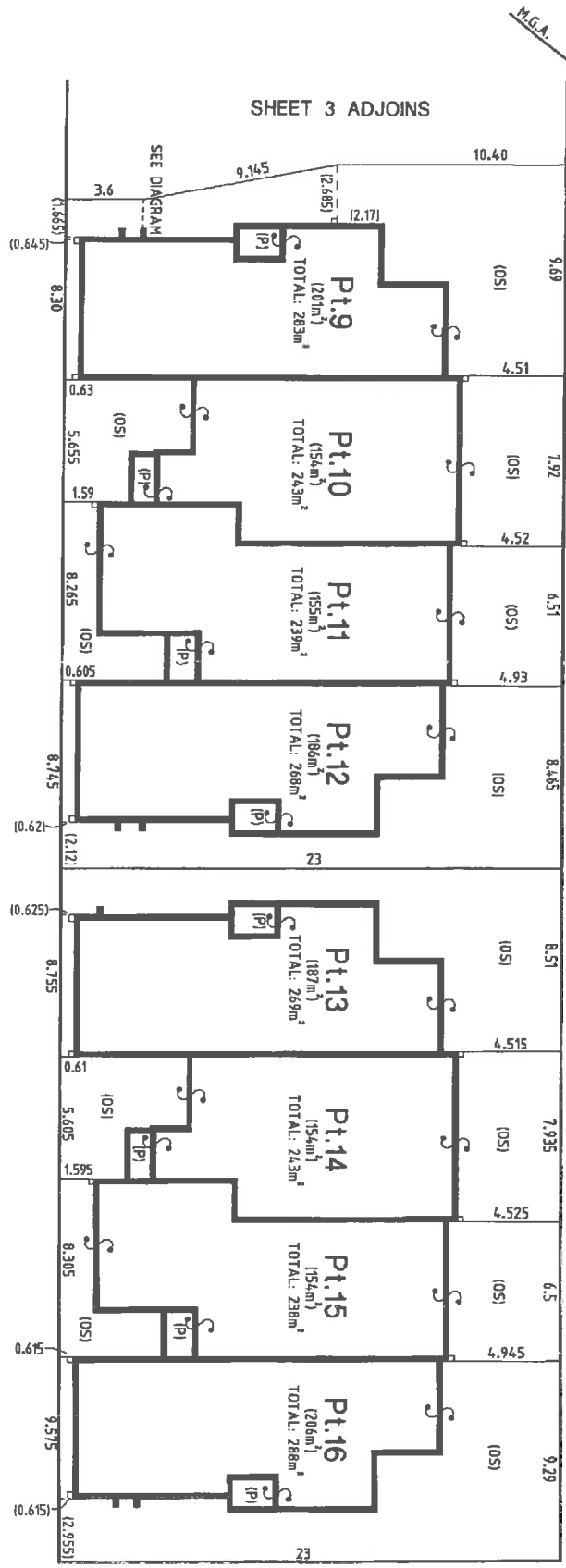
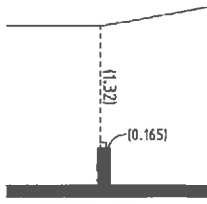


DIAGRAM
NOT TO SCALE



- NOTES:
1. THE STRATUM OF OPEN SPACE IS LIMITED IN HEIGHT AND DEPTH TO 3 METRES ABOVE AND 3 METRES BELOW THE UPPER GROUND FLOOR LEVEL SURFACE OF THE RESPECTIVE LOTS EXCEPT WHERE COVERED.
 2. AREAS ARE APPROXIMATE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.
 3. THE STRATUM OF PORCH IS LIMITED IN HEIGHT TO 3M ABOVE THE UPPER GROUND FLOOR LEVEL SURFACE OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.
 4. AIR CONDITIONING MOTOR UNITS LOCATED WITHIN OPEN SPACE AIRSPACE FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.
 5. THE TILES WITHIN THE AIR SPACE 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 ARE COMMON PROPERTY.
 7. ELECTRICITY AND GAS METERS ARE COMMON PROPERTY.
 8. CONCRETE DRIVEWAYS ARE COMMON PROPERTY.
 9. TIMBER RETAINING WALLS ARE COMMON PROPERTY.
 10. BRICK AND TIMBER STEPS LOCATED WITHIN OPEN SPACE AIRSPACE FORM PART OF THE LOT AND ARE NOT COMMON PROPERTY.
- LEGEND:
- (OS) DENOTES OPEN SPACE
 - (P) DENOTES PORCH
 - └─┘ DENOTES PERPENDICULAR ANGLE

Surveyor: PHILLIP JOHN MCQUILLAN
Surveyor's Ref: 22073-SP LOT 3 D
Subdivision No: SC 128/08
Lengths are in metres. Reduction Ratio 1: 200

Registered
13.8.2008

SP80809

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 5 of 5 sheets



ADJOINS BELOW



Registered



13.8.2008

SP80809

STRATA PLAN FORM 3 (PART 1) WARNING: Creasing or folding will lead to rejection

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 80809
Network Strata Services
PO Box 265
Hurstville BC NSW 1481



SP80809 S

Registered:  13.8.2008

Purpose: STRATA PLAN

PLAN OF SUBDIVISION OF LOT 3 D.P.270546

*(insert type being adopted) Model by-laws adopted for this scheme

*Keeping of animals: Option A/B/C

*Schedule of By-laws in 14 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: 18/07/2008

Subdivision No. SC 128/08

Accreditation No. BPB 0129

Relevant Development Consent No. DA 06/1217

Issued by PENRITH CITY COUNCIL


Authorised Person (General Manager/Accredited Certifier

* Complete or delete if applicable.

LGA: PENRITH

Locality: GLENMORE PARK

Parish: MULGOA

County: CUMBERLAND

Surveyor's Certificate

I, Phillip John McQuillan

of Proust & Gardner Consulting Pty Ltd
406 Pacific Highway Lindfield NSW

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 +
DP270546.....
*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: 

Date: 16/7/2008

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

SURVEYOR'S REFERENCE: 22073-SP LOT 3D

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

* OFFICE USE ONLY

STRATA PLAN FORM 3 (Part 2) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT 3 DP270546

SP80809

Registered:



13.8.2008

Strata Certificate Details: Subdivision No: SC128/08 *W. Fried* Date: 18/7/08

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

<u>Lot</u>	<u>Unit Entitlement</u>
1	180
2	173
3	177
4	180
5	180
6	173
7	177
8	184
9	180
10	173
11	177
12	180
13	180
14	173
15	177
16	180
Aggregate	2844

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)

TWEEDSTONE Pty Limited
ACN 112 196 362 by its
duly authorised attorneys
Kate Constance Braybrook and
Joe Bevacqua pursuant to Power
of Attorney Registered Book 4512 No 302
and of which they have no notice of
revocation

SURVEYOR'S REFERENCE: 22073-SP LOT 3D

* OFFICE USE ONLY

STRATA PLAN FORM 3A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)


PLAN OF SUBDIVISION OF LOT 3 DP270546

SP80809

Registered:  13.8.2008

Strata Certificate Details: Subdivision No: SC 128/08 *offered*

Date: 18/7/08

Signature of Attorney: 

Attorney's name: *Can Law Market*

*Monarch, Institutional
Property Group, Australia and New Zealand
Banking Group Limited ABN 11 005 357 522*

Signing on behalf of: *Permanent Nominees (Aust) Limited
ACN 000 154 441*

Power of Attorney Book: 4526
No: 503

SURVEYOR'S REFERENCE: 22073-SP LOT 3D

* OFFICE USE ONLY

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 1 of 4 sheets

LOCATION PLAN

03-830402

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* DENOTES MEASURED FROM BRICK CAPPING
P1 DENOTES PORCH
10S1 DENOTES OPEN SPACE
10J DENOTES EASEMENT FOR OVERHANG 1 WIDE (DP279546)
10J1 DENOTES EASEMENT TO DRAIN WATER 2 WIDE (DP802042)
L DENOTES PROLONGATION OF FACE OF WALL
L DENOTES PERPENDICULAR OFFSET

LOT 1
DP 270345
COMMUNITY PROPERTY

NOT TO SCALE

DIAGRAM D
NOT TO SCALE

---GUTTER 0.5
OVER

CAMELLIA AVENUE

SEE DIAGRAM A
26.88

A 4.775

ONE & TWO STOREY BRICK
AND TIMBER TOWNHOUSES
No.'s 54-57
47 CAMELLIA AVE

SEE DIAGRAM B

ONE & TWO STOREY BRICK
AND TIMBER TOWNHOUSES
No's 4A-5A

ONE & TWO STOREY BRICK
AND TIMBER TOWNHOUSES
No. 5 46-47
47 CAMELLIA AVE

SEE DIAGRAM C

LOT 5
270545

DIAGRAM A
NOT TO SCALE

49

1

WADKAT
NOT TO SCALE

GLENMORE

Surveyor: PHILLIP JOHN MCAULLAN
Surveyor's Ref: 22073-SP LOT 4C
Subdivision No: SC9862009
Lengths are in metres. Reduction Ratio 1:300

Registered

17.6.2009

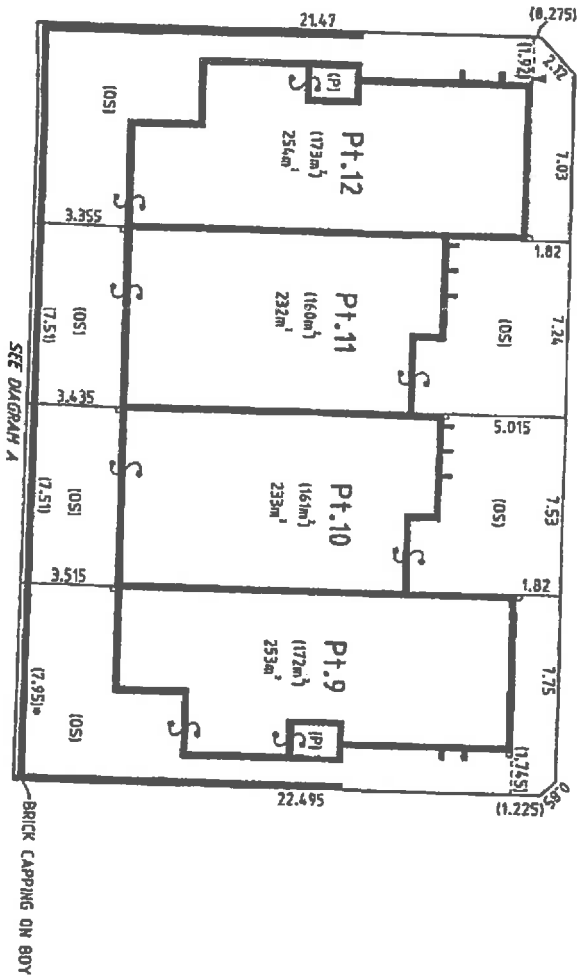
SP81820 P

PLAN FORM 1 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 2 of 4 sheets

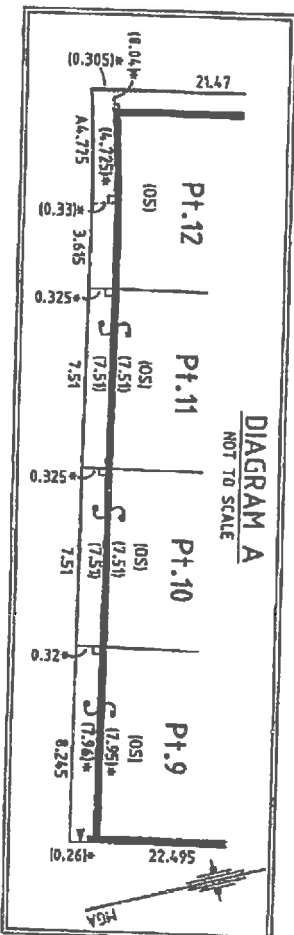
GROUND FLOOR
SCALE 1:200
GROUND FLOOR
SHEET 3 ADJOINS



SEE DIAGRAM A

- LEGEND:**
- (OS) DENOTES OPEN SPACE
 - (P) DENOTES PORCH
 - DENOTES PROLONGATION OF FACE OF WALL
 - DENOTES RIGHT ANGLE
 - (*) DENOTES MEASURED FROM BRICK CAPPING

- NOTES:**
1. AREAS ARE APPROXIMATE FOR THE PURPOSE OF STRATA SCHEMES (PRELIMINARY DEVELOPMENT ACT 1973)
 2. THE STRUTUM OF OPEN SPACE IS LIMITED IN HEIGHT AND DEPTH TO 3 METRES ABOVE AND 3 METRES BELOW
 3. THE STRUTUM OF PORCH IS LIMITED IN HEIGHT TO 3M ABOVE THE UPPER GROUND FLOOR LEVEL SURFACE OF THE RESPECTIVE LOT EXCEPT WHERE COVERED
 4. AIR CONDITIONING MOTOR UNITS LOCATED WITHIN OPEN SPACE AIRSPACE FORM PART OF THE RESPECTIVE LOT EXCEPT
 5. THE TILES LOCATED WITHIN THE AIR SPACE OF A LOT AND AFFIXED TO COMMON PROPERTY WALLS, FLOORS AND CEILINGS FORM PART OF THE
 6. PERGOLA STRUCTURES ARE COMMON PROPERTY.
 7. ELECTRICITY AND GAS METERS ARE COMMON PROPERTY.
 8. CONCRETE DRIVEWAYS ARE COMMON PROPERTY.
 9. THICK RETAINING WALLS ARE COMMON PROPERTY.
 10. BRICK AND TIMBER STEPS LOCATED WITHIN OPEN SPACE AIR SPACE FORM PART OF THE LOT AND ARE NOT COMMON PROPERTY.



Surveyor: PHILLIP JOHN MCOWLAN
Surveyor's Ref: 22073-SP LOT 4C
Subdivision No: SC/86/2009
Lengths are in metres. Reduction Ratio 1:200

Registered
17.6.2009

SP81820

PLAN FORM 1 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 3 of 4 sheets

GROUND FLOOR SHEET 2 ADJOINS

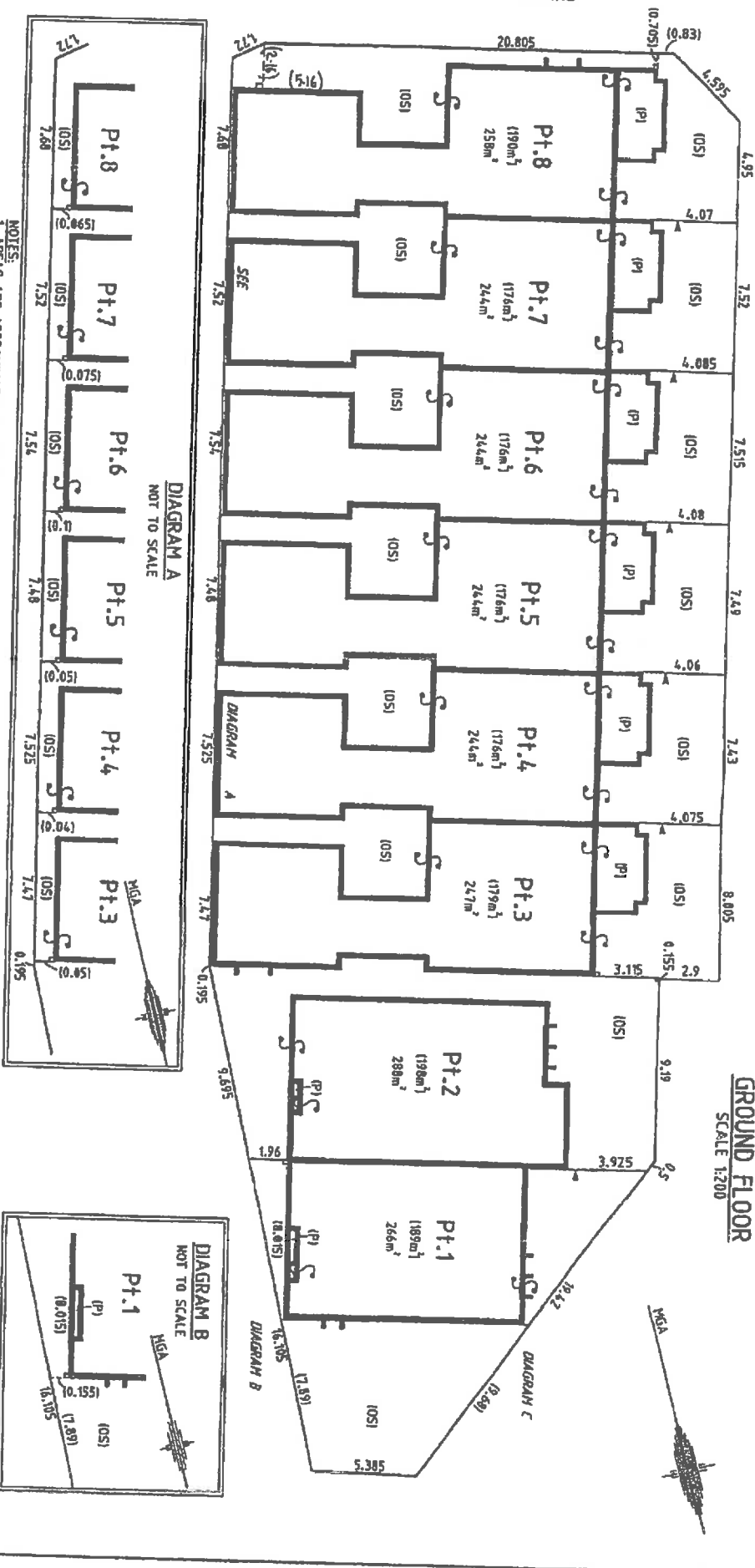


DIAGRAM A
NOT TO SCALE

DIAGRAM B
NOT TO SCALE

DIAGRAM C
NOT TO SCALE

- NOTES:
1. AREAS ARE APPROXIMATE FOR THE PURPOSE OF STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.
 2. THE STRATUM OF OPEN SPACE IS LIMITED IN HEIGHT AND DEPTH TO 3 METRES ABOVE AND 3 METRES BELOW THE UPPER GROUND FLOOR LEVEL. SURFACE OF THE RESPECTIVE LOT'S EXCEPT WHERE COVERED.
 3. THE STRATUM OF PORCH IS LIMITED IN HEIGHT TO 3M ABOVE THE UPPER GROUND FLOOR LEVEL. SURFACE OF THE RESPECTIVE LOT EXCEPT WHERE COVERED.
 4. AIR CONDITIONING MOTOR UNITS LOCATED WITHIN OPEN SPACE AIR SPACE FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.
 5. THE TILES LOCATED WITHIN THE AIR SPACE 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 ARE COMMON PROPERTY.
 7. ELECTRICITY AND GAS METERS ARE COMMON PROPERTY.
 8. CONCRETE DRIVEWAYS ARE COMMON PROPERTY.
 9. TIMBER RETAINING WALLS ARE COMMON PROPERTY.
 10. BRICK AND TIMBER STEPS LOCATED WITHIN OPEN SPACE AIR SPACE FORM PART OF THE LOT AND ARE NOT COMMON PROPERTY.

LEGEND:

- (OS) DENOTES OPEN SPACE
- (P) DENOTES PORCH
- DENOTES RIGHT ANGLE
- DENOTES PROLONGATION OF FACE OF WALL

GROUND FLOOR
SCALE 1:200

Surveyor: PHILLIP JOHN MCQUILLAN
Surveyor's Ref: 22073-SP&C
Subdivision No: SC/98/2009
Lengths are in metres. Reduction Ratio 1:200

Registered



17.6.2009

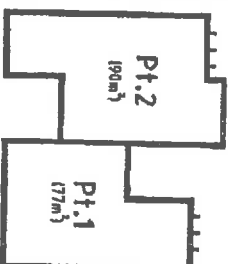
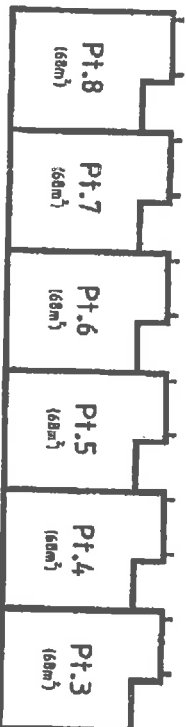
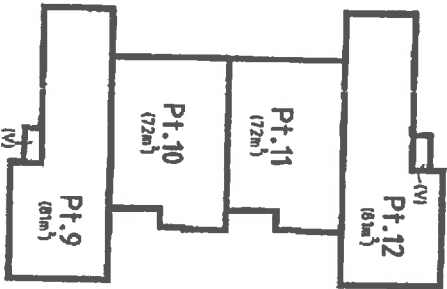
SP81820

10 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390 400 410 420 430 440 450 460 470 480 490 500 510 520 530 540 550 560 570 580 590 600 610 620 630 640 650 660 670 680 690 700 710 720 730 740 750 760 770 780 790 800 810 820 830 840 850 860 870 880 890 900 910 920 930 940 950 960 970 980 990 1000

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 4 of 4 sheets

FIRST FLOOR



- NOTES:
1. AREAS ARE APPROXIMATE FOR THE PURPOSE OF STRATA SCHEMES (FREEHOLD DEVELOPMENT ACT 1973)
 2. THE TILES LOCATED WITHIN THE AIR SPACE OF A LOT AND ADJACENT TO COMMON PROPERTY WALLS, FLOORS AND CEILINGS FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.
- (V) DENOTES VOID

Surveyor: PHILLIP JOHN MCQUILLAN
Surveyor's Ref: 22073-SP LOT 4C
Subdivision No: SC96/2009
Lengths are in metres. Reduction Ratio 1:300

Registered
17.6.2009

SP81820

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

* OFFICE USE ONLY

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

The Owners - Strata Plan No 81820
 Network Strata Service
 PO Box 265
 Hurstville BC NSW 1481



SP81820 S

Registered:  17.6.2009

Purpose: STRATA PLAN

PLAN OF SUBDIVISION OF LOT 4 DP270546

- * Residential Model by laws adopted for this scheme
- * Keeping of animals: Option A/B/C
- * Schedule of By-laws in 14 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 11/05/2009

Subdivision No. SC196/2009

Accreditation No. BPB 0129

Relevant Development Consent No. DA 06/1217

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

I, Phillip John McQuillan

of 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 + DP270546
 - * 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: 24/4/09

* Delete if inapplicable

+ State whether dealing or plan, and quote registered number.

SURVEYOR'S REFERENCE: 22073-SP LOT 4C

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

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT 4 DP270546

SP81820

Registered:  17.6.2009

Strata Certificate Details: Subdivision No:

SC 196/09

Date: 11/05/2009

SCHEDULE OF UNIT ENTITLEMENT

(If insufficient space use additional annexure sheet)

LOT	ENTITLEMENT
1	173
2	177
3	180
4	180
5	180
6	180
7	180
8	180
9	180
10	173
11	173
12	180
AGGREGATE	2138

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)

Dated at Sydney this 5 Day of May 2009
Executed by Australia and New Zealand Banking Group
Limited (ACN 005 357 522)
signed by its Attorney JAMES ARMATI
who certifies that he is Manager Property & Construction
Finance pursuant to Power of Attorney Registered
No. 964 Book 4388

Signed in the presence of

(Signature)

TIMOTHY ADDISON
(Print Name)

BANK OFFICER
(Title)

Signed sealed and delivered
by James Armati
as attorney for Permanent Nominees (Aust) Ltd
under Power of Attorney registered number
Book 4526 No 503

In the presence of:

James Armati

James Armati

Signature of witness

TIMOTHY ADDISON
Print Name

BANK OFFICER
Title

SURVEYOR'S REFERENCE: 22073-SP LOT 4C

* OFFICE USE ONLY

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheets

PLAN OF SUBDIVISION OF LOT 4 DP270546


SP81820

Registered:  17.6.2009

Strata Certificate Details: Subdivision No: SC196/09

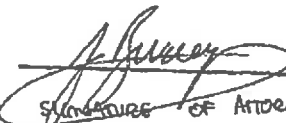
Date: 11/05/2009

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:


SIGNATURE OF ATTORNEY

KATE CONSTANCE BOTTBROCK
FULL NAME OF ATTORNEY

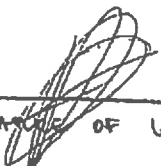
GENERAL MANAGER - NSW
TITLE OF ATTORNEY


SIGNATURE OF ATTORNEY

JOE ANTHONY BEVACQUA
FULL NAME OF ATTORNEY

DEVELOPMENT MANAGER - NSW
TITLE OF ATTORNEY

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


SIGNATURE OF WITNESS

NATALIE JEFFELS
FULL NAME OF WITNESS

SURVEYOR'S REFERENCE: 22073-SP LOT 4c

* OFFICE USE ONLY

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Property No: 785348
Your Reference: Williams
Contact No.

Issue Date: 10 April 2024
Certificate No: 24/01887

Issued to: Conveyancing Simplified
PO Box 125
MULGOA NSW 2745

PRECINCT 2010

DESCRIPTION OF LAND

County: CUMBERLAND

Parish: MULGOA

Location: 39/47 Camellia Avenue GLENMORE PARK NSW 2745

Land Description: Lot 7 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 (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*.

State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 2 - *State Significant Precincts*.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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 (Sustainable Buildings) 2022

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.)

Draft State Environmental Planning Policy (Housing) 2021 applies to this land.

Draft State Environmental Planning Policy (Transport and Infrastructure) 2021 applies to this land.

Draft State Environmental Planning Policy (Planning Systems) 2021 applies to this land.

Draft State Environmental Planning Policy No 65 - Design Quality of Residential Apartment Development applies to this land.

Draft State Environmental Planning Policy (Precincts - Western Parkland City) 2021 applies to this land.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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.
- 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.)

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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 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.)

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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.)

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 to non-residential development across Penrith Local Government Area, with the exception of the Mamre and Aerotropolis Precincts.

The Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies to the Greater Sydney region which includes the Penrith Local Government Area, with the exception of the Western Sydney Aerotropolis Precinct. Please refer to www.legislation.nsw.gov.au for further information.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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.)

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.

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Environmental Planning and Assessment Act, 1979

INDUSTRIAL AND BUSINESS BUILDINGS ALTERATIONS CODE

Complying development under the Industrial and Business Alterations Code may be carried out on the land.

INDUSTRIAL AND BUSINESS BUILDINGS CODE

(The Industrial and Business Buildings 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 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, E1, E2, E3, E4, E5, MU1, IN1, IN2, IN3, IN4, 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 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.

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

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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.)

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.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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, 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.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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.

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.)

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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).)

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.)

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

(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.

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 2021.


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.

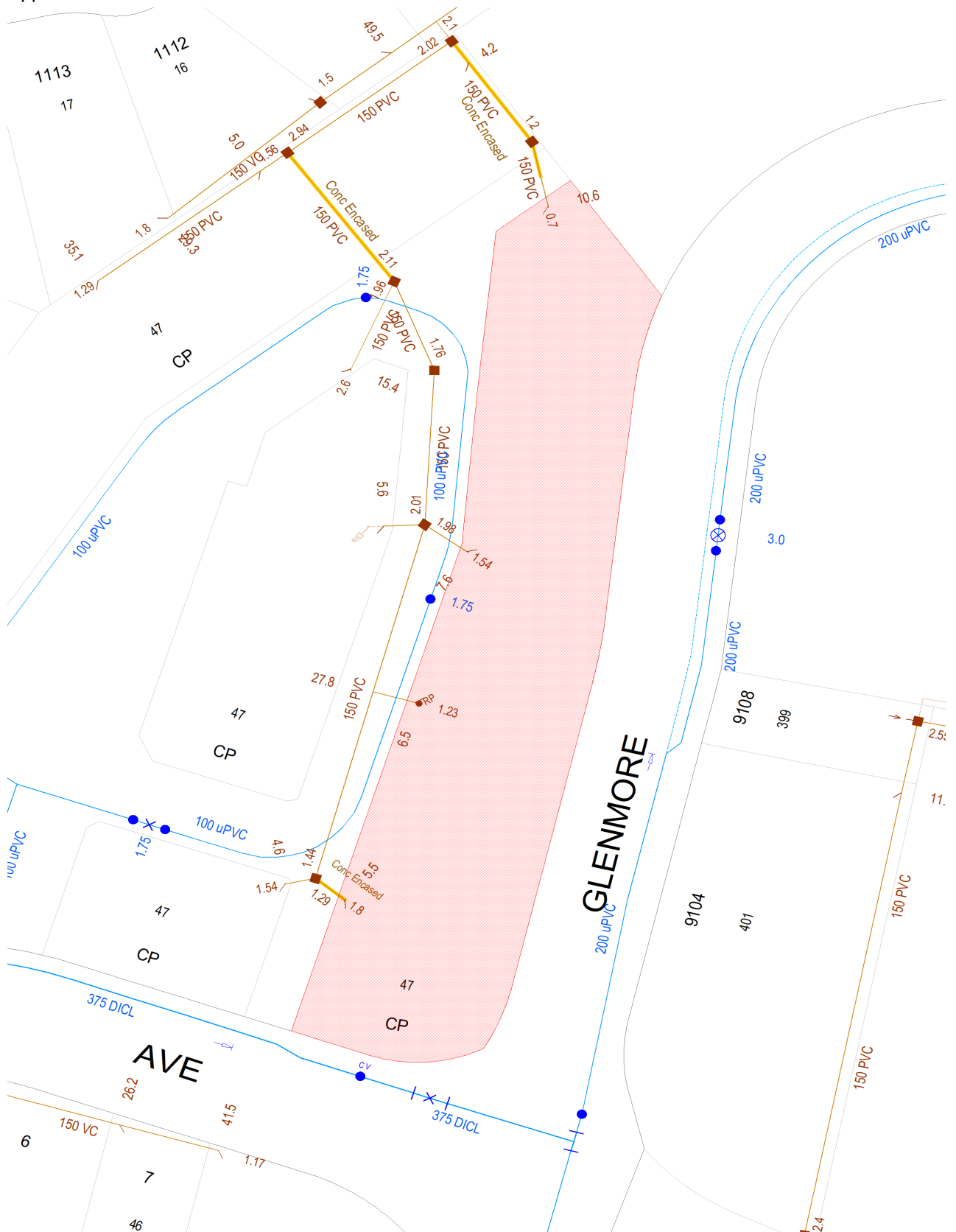
Contact Council for details as to obtaining the additional information.

Andrew Moore
General Manager


per

Service Location Print

Application Number: 8003296042



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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**.

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	
Vacuum Sewer		Restrained Joints - Potable	
Pressure Sewer Main		Restrained Joints - Recycled	
Division Valve		Hydrant	
Vacuum Chamber		Maintenance Hole	
Clean Out Point		Stop Valve	
Stormwater		Stop Valve with By-pass	
Stormwater Pipe		Stop Valve with Tapers	
Stormwater Channel		Closed Stop Valve	
Stormwater Gully		Air Valve	
Stormwater Maintenance Hole		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Private Mains		Potable Water Main	
		Recycled Water Main	
		Sewer Main	
		Symbols for Private Mains shown grey	

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Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	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

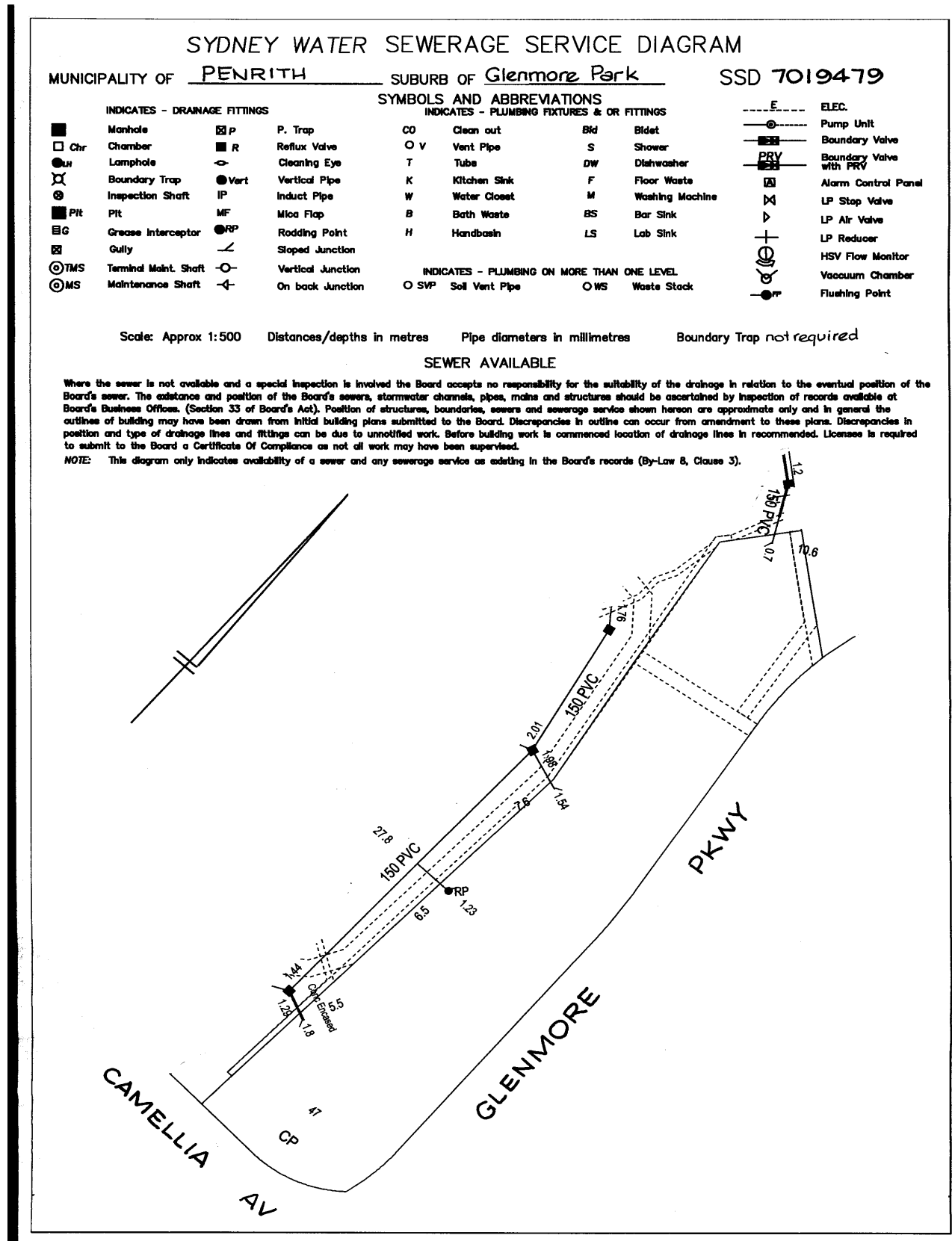
In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

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Sewer Service Diagram

Application Number: 8003296050



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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**.