

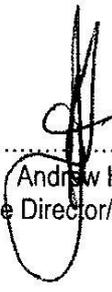
Lengths are in metres

(Sheet 4 of 6 sheets)

Plan: **DP1262230**

Plan of Easements Over Lots 6 & 7 in DP 1223464

EXECUTED by)
Schofields 88 (No.1) Pty Ltd)
ACN 633 008 812)
in accordance with s127 of)
the Corporations Act 2001)



Andrew Hrsto
Sole Director/Secretary

Lengths are in metres

(Sheet ^{5 6} of 7 sheets)

Plan: **DP1262230**

Plan of Easements Over Lots 6 & 7 in DP 1223464

Consent of Mortgage - AQ297769 & AQ571317
SHINY CITY OPPORTUNITY IV LIMITED

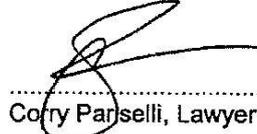
Signed, sealed and delivered by:

Shiny City Opportunity IV Limited
ARBN 638 746 871,

by its attorney HENRY GEORGE
SELF under power of attorney
Book 4779 No 563 in the presence of:



.....
Henry George Self
Partner, Corrs Chambers Westgarth



.....
Cory Parselli, Lawyer

Corrs Chambers Westgarth
Level 17, 8-12 Chifley Square
SYDNEY NSW 2000

Lengths are in metres

(Sheet 6 of 6 sheets)

Plan: **DP1262230**

Plan of Easements Over Lots 6 & 7 in DP 1223464

I certify that the attorney signed this instrument
in my presence.

Signed by the attorney named below who signed
this instrument pursuant to the power of attorney
specified for **Endeavour Energy Network Asset
Partnership (ABN 30 586 412 717)** on behalf of
**Epsilon Distribution Ministerial Holding
Corporation (ABN 59 253 130 878)** pursuant to
section 36 of the *Electricity Network Assets
(Authorised Transactions) Act 2015 (NSW)*

Signature of witness:

M Dowds

Signature of attorney:

[Handwritten Signature]

Name of witness:

MEGAN DOWDS

Name and position of attorney:

Simon Lawton
Strategic Property Manager

Address of witness:

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signing on behalf of:

Endeavour Energy Network Asset Partnership
ABN 30 586 412 717

Power of attorney: Book 4782

No 292

EE reference: UML9504

Date: 1 JUNE 2021

REGISTERED



6/07/2021

M Dowds

Lodger Details

Lodger Code 504981W
Name SPECTRUM CLIENT SOLUTIONS
Address GPO BOX 2453
SYDNEY 2001
Lodger Box 390G
Email ANDREW@SPECTRUMSOLUTIONS.COM.AU
Reference ALAND - FRANGIP

Land Registry Document Identification

AR255003

STAMP DUTY:

Restriction on the Use of Land by a Prescribed Authority (13RPA)

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
6/1223464	N	

Applicant

SCHOFIELDS 88 (NO1) PTY LTD ACN 633008812
Registered company

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 SCHOFIELDS 88 (NO1) PTY LTD
Signer Name ANDREW WILLIAM MCNEILL
Signer Organisation SPECTRUM SOLUTIONS PTY LIMITED
Signer Role PRACTITIONER CERTIFIER
Execution Date 19/07/2021

Form: 13RPA
 Release: 3-1

**RESTRICTION ON THE
 USE OF LAND BY A
 PRESCRIBED AUTHORITY**

AR255003

New South Wales

Section 88E(3) Conveyancing Act 1919

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	6/1223464		
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	
	390G	SPECTRUM CLIENT SOLUTIONS 131495N Reference: 8110 <i>ALand</i>	
			CODE RV
(C) REGISTERED PROPRIETOR	Of the above land SCHOFIELDS 88 (No.1) PTY LTD ACN 633 008 812		
(D) LESSEE MORTGAGEE OF CHARGE	Of the above land agreeing to be bound by this restriction		
	Nature of Interest	Number of Instrument	Name
	Mortgage	AP297769	SHINY CITY OPPORTUNITY IV LIMITED ARBN 638 746 871
(E) PRESCRIBED AUTHORITY	Within the meaning of section 88E(1) of the Conveyancing Act 1919 BLACKTOWN CITY COUNCIL		

(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure 'A' hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.
 DATE 16 July 2021

(G) I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: *K Bulloch*
 Name of witness: Kristy Bulloch
 Address of witness: 62 Flushcombe Road
 Blacktown NSW 2148

Signature of authorised officer: *David Yee*
 Name of authorised officer: David Yee
 Position of authorised officer: Coordinator Engineering Approvals
 Blacktown City Council

pursuant to s377 Local Government Act 1993

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: SCHOFIELDS 88 (No.1) PTY LTD ACN 633 008 812
 Authority: section 127 of the Corporations Act 2001

Signature of authorised person: *[Signature]*
 Name of authorised person: ANDREW HIRSTO
 Office held: Sole Director/Secretary

Signature of authorised person:
 Name of authorised person:
 Office held:

(H) The mortgagee under mortgage No. AP297769 agrees to be bound by this restriction. I certify that the mortgagee who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness:
 Name of witness:
 Address of witness:

Signature of mortgagee:
 (For Execution by Mortgagee)
 (See Sheet 4)

ANNEXURE "A"
RESTRICTION ON THE USE OF LAND AFFECTING LOT 6 DP1223464

Terms of restriction on the use of land

The registered proprietor(s) covenant as follows with the Authority benefitted in respect to the Stormwater Quality Improvement Device (hereinafter referred to as "the device") constructed and/or installed on the burdened lot(s) that they will not, without the prior and express written consent of the Authority benefitted:

- a) Do any act, matter or thing which would prevent the system from operating in a safe and efficient manner.
- b) Make or permit or suffer the making of any alterations or additions to the system.
- c) Allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the system.

This restriction shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Conveyancing Act 1919.

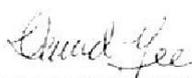
For the purposes of this covenant "the device" means the Rainwater Tanks/Stormwater Quality Improvement System constructed and/or installed on the land as detailed on the plans approved by Maurice Freixas of Dix Gardner Group Pty Ltd as Construction Certificate No: 20/0311-05 on 4/06/2021, including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council file No: CC-21-01177.

Name of Authority having the power to release, vary or modify the restriction is **Blacktown City Council**.

EXECUTED by)
Schofields 88 (No.1) Pty Limited)
ACN 633 008 812)
in accordance with s127 of)
the Corporations Act 200)



Andrew Hrsto
Sole Director/Secretary



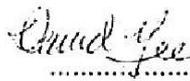
Electronic signature of me,
David Yee, affixed by me
on 16/07/2021 9:08:53 AM

General Manager / Authorised Officer
APPROVED BY BLACKTOWN CITY COUNCIL

ANNEXURE "A"
RESTRICTION ON THE USE OF LAND AFFECTING LOT 6 DP1223464

The Blacktown City Council by its authorised officer pursuant to s.377 Local Government Act 1993

I certify that I am an eligible witness and that the delegate signed in my presence

 Electronic signature of me,
David Yee, affixed by me
on 16/07/2021 9:08:59 AM

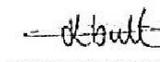
.....
Signature of Authorised Officer

David Yee

.....
Name of Authorised Officer

Coordinator Engineering Approvals
Blacktown City Council

.....
Position of Authorised Officer

 Electronic signature of me,
Kristy Bulloch, affixed by me
on 16/07/2021 3:42:50 PM

.....
Signature of Witness

Kristy Bulloch

.....
Name of Witness

62 Flushcombe Road
Blacktown NSW 2148

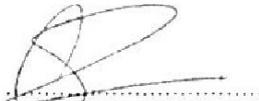
.....
Address of Witness

ANNEXURE "A"
RESTRICTION ON THE USE OF LAND AFFECTING LOT 6 DP1223464

Consent of Mortgagee – AP297769 – Shiny City Opportunity IV Limited

Signed, sealed and delivered by:

Shiny City Opportunity IV Limited ARBN 638 746 871
by its attorney Henry George Self
under power of attorney Book 4779 No 563 in the presence of


.....
Witness

Corry Pariselli
Lawyer
Level 17, 8-12 Chifley Square
Sydney NSW 2000



.....
Henry George Self
Level 17, 8-12 Chifley Square
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

CONVEYANCING RULES Exemptions Form

Please accept this paper lodgment as it is an exemption to the electronic lodgment requirements. The reason has been indicated below.

This form must be lodged with every paper Required Dealing (as defined in the Conveyancing Rules Version 5)

Exclusions

- Folio of the Register is not Electronically Tradeable
- If an ELN is not available and has not been available for one clear Business Day.

Waivers

- CR 1/2018 – Non ELN-Enabled Jurisdictions. (For Mortgage transactions)

Non ELN-enabled Jurisdictions are currently Northern Territory, Tasmania and the Australian Capital Territory.

- CR 2/2018 – Non-Land Securities.

Refinance transactions involving non-land securities which cannot be lodged through an ELN may be lodged manually.

- CR 1/2020 – Certifications

This waiver applies to any National Mortgage Form lodged in paper signed on or before 30 June 2021.

- CR 1/2021 – Required dealing exceptions.

Waiver exception number: 27.4 (Insert the number which corresponds to exception relied on).

For a list of exceptions to the mandated dealings see:

https://www.registrargeneral.nsw.gov.au/_data/assets/pdf_file/0006/967200/Conveyancing-Rules-Waiver-CR1-2021-V1.1.pdf

Lodger Details

Lodger Code 504981W
Name SPECTRUM CLIENT SOLUTIONS
Address GPO BOX 2453
SYDNEY 2001
Lodger Box 390G
Email ANDREW@SPECTRUMSOLUTIONS.COM.AU
Reference ALAND - FRANGIP

Land Registry Document Identification

AR255004

STAMP DUTY:

Positive Covenant (13PC)

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
6/1223464	N	

Applicant

SCHOFIELDS 88 (NO1) PTY LTD ACN 633008812
Registered company

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 SCHOFIELDS 88 (NO1) PTY LTD
Signer Name ANDREW WILLIAM MCNEILL
Signer Organisation SPECTRUM SOLUTIONS PTY LIMITED
Signer Role PRACTITIONER CERTIFIER
Execution Date 19/07/2021

AR255004

Form: 13PC
 Release: 3-1

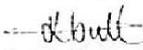
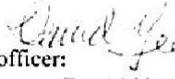
POSITIVE COVENANT
 New South Wales
 Section 88E(3) Conveyancing Act 1919

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	6/1223464		
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	
	390G	SPECTRUM CLIENT SOLUTIONS 131493N Reference: 8110 Alana	
			CODE PC
(C) REGISTERED PROPRIETOR	Of the above land SCHOFIELDS 88 (No.1) PTY LTD ACN 633 008 812		
(D) LESSEE MORTGAGEE or CHARGE	Of the above land agreeing to be bound by this positive covenant		
	Nature of Interest	Number of Instrument	Name
	Mortgage	AP297769	SHINY CITY OPPORTUNITY IV LIMITED ASN 638 206 571
(E) PRESCRIBED AUTHORITY	Within the meaning of section 88E(1) of the Conveyancing Act 1919 BLACKTOWN CITY COUNCIL		

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure 'A' hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.
 DATE 16 July 2021

(G) Execution by the prescribed authority
 I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: 	Electronic signature of me, Kristy Bulloch, affixed by me on 16/07/2021 3:45:44 PM	Signature of authorised officer: 	Electronic signature of me, David Yee, affixed by me on 16/07/2021 8:57:14 AM
Name of witness: Kristy Bulloch		Name of authorised officer: David Yee	
Address of witness: 62 Flushcombe Road Blacktown NSW 2148		Position of authorised officer: Coordinator Engineering Approvals Blacktown City Council	

(G) Execution by the registered proprietor pursuant to s377 Local Government Act 1993

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.
 Company: SCHOFIELDS 88 (No.1) PTY LTD ACN 633 008 812
 Authority: section 127 of the Corporations Act 2001

Signature of authorised person: 	Signature of authorised person:
Name of authorised person: ANDREW HRSTO	Name of authorised person:
Office held: Sole Director/Secretary	Office held:

(H) Consent of the mortgagee
 The mortgagee under mortgage No, AP297769, agrees to be bound by this positive covenant. I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:	Signature of mortgagee:
Name of witness:	(For Execution by Mortgagee)
Address of witness:	(See Sheet 5)

ANNEXURE "A"
POSITIVE COVENANT AFFECTING LOT 6 DP1223464

3 This covenant shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act.

For the purposes of this covenant "the device" means the Rainwater Tanks/Stormwater Quality Improvement System constructed and/or installed on the land as detailed on the plans approved by Maurice Freixas of Dix Gardner Group Pty Ltd as Construction Certificate No: 20/0311-05 on 4/06/2021, including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council file No: CC-21-01177.

Name of Authority having the power to release, vary or modify the terms of Positive Covenant is **Blacktown City Council**

EXECUTED by)
Schofields 88 (No.1) Pty Limited)
ACN 633 008 812)
in accordance with s127 of)
the Corporations Act 200)



Andrew Hirst
Sole Director/Secretary


Electronic signature of me,
David Yee, affixed by me
on 16/07/2021 8:57:31 AM

General Manager / Authorised Officer
APPROVED BY BLACKTOWN CITY COUNCIL

ANNEXURE "A"
POSITIVE COVENANT AFFECTING LOT 6 DP1223464

Terms of Positive Covenant

- 1 The registered proprietor(s) covenant as follows with the Authority benefitted in respect to the Stormwater Quality Improvement Device (hereinafter referred to as "the device") constructed and/or installed on the burdened lot(s), that they will:
 - a) Keep the device clean and free from silt, rubbish and debris.
 - b) Maintain and repair at the sole expense of the registered proprietor(s), so that it functions in a safe and efficient manner, in accordance with the manufacturer's recommended requirements and/or the "Stormwater Maintenance Manual" as prepared by SGC Consultants Pty Ltd on 25/05/2021 a copy which is held on Council File: CC-21-01177. A copy of this schedule is available to all owners and occupiers of the burdened lot(s).
 - c) For the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as "the Council") from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the system and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.
 - d) Provide to Blacktown City Council each year on or before the 1 September an annual maintenance and monitoring report ("Report") outlining all maintenance undertaken on the Device in accordance with the maintenance and monitoring schedule or industry best practice. Copies are to be provided with the Report of all cleaning reports and tipping dockets to demonstrate that all material removal was disposed of in an approved manner.
 - e) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as "the Act") is hereby agreed to be amended accordingly.

- 2 Pursuant to section 88F(3) of the Act, the Council shall have the following additional powers pursuant to this covenant:
 - a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in 1(e) above.
 - b) The Council may recover from the registered proprietor in a court of competent jurisdiction:
 - i. Any expense reasonably incurred by it in exercising its powers in sub-paragraph 2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.
 - ii. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certification required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

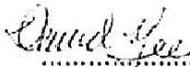
.....
Andrew Hrtso
SCHOFIELDS 88 (No.1) Pty Limited


.....
Electronic signature of me,
David Yee, affixed by me
on 16/07/2021 8:57:25 AM
General Manager / Authorised Officer
APPROVED BY BLACKTOWN CITY COUNCIL

ANNEXURE "A"
POSITIVE COVENANT AFFECTING LOT 6 DP1223464

The Blacktown City Council by its authorised officer pursuant to s.377 Local Government Act 1993

I certify that I am an eligible witness and that the delegate signed in my presence


.....
Signature of Authorised Officer

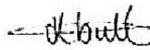
Electronic signature of me,
David Yee, affixed by me
on 16/07/2021 8:57:26 AM..

David Yee

.....
Name of Authorised Officer

Coordinator Engineering Approvals
Blacktown City Council

.....
Position of Authorised Officer


.....
Signature of Witness

Electronic signature of me,
Kristy Bulloch, affixed by me
on 16/07/2021 3:46:05 PM

Kristy Bulloch

.....
Name of Witness

62 Flushcombe Road
Blacktown NSW 2148

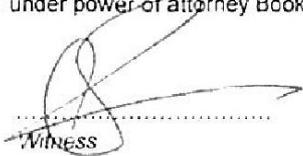
.....
Address of Witness

ANNEXURE 'A'
POSITIVE COVENANT AFFECTING LOT 6 DP1223464

Consent of Mortgagee – AP297769 – Shiny City Opportunity IV Limited

Signed, sealed and delivered by:

Shiny City Opportunity IV Limited ARBN 638 746 871
by its attorney Henry George Self
under power of attorney Book 4779 No 563 in the presence of



.....
Witness

Corry Pariselli
Lawyer
Level 17, 8-12 Chifley Square
Sydney NSW 2000



.....
Henry George Self
Level 17, 8-12 Chifley Square
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](mailto:ConveyancingNSW@nswlrs.com.au)
www.nswlrs.com.au

CONVEYANCING RULES Exemptions Form

Please accept this paper lodgment as it is an exemption to the electronic lodgment requirements. The reason has been indicated below.

This form must be lodged with every paper Required Dealing (as defined in the Conveyancing Rules Version 5)

Exclusions

- Folio of the Register is not Electronically Tradeable
- If an ELN is not available and has not been available for one clear Business Day.

Waivers

- CR 1/2018 – Non ELN-Enabled Jurisdictions. (For Mortgage transactions)

Non ELN-enabled Jurisdictions are currently Northern Territory, Tasmania and the Australian Capital Territory.

- CR 2/2018 – Non-Land Securities.

Refinance transactions involving non-land securities which cannot be lodged through an ELN may be lodged manually.

- CR 1/2020 – Certifications

This waiver applies to any National Mortgage Form lodged in paper signed on or before 30 June 2021.

- CR 1/2021 – Required dealing exceptions.

Waiver exception number: 244 (Insert the number which corresponds to exception relied on).

For a list of exceptions to the mandated dealings see:

https://www.registrargeneral.nsw.gov.au/_data/assets/pdf_file/0006/967200/Conveyancing-Rules-Waiver-CR1-2021-V1.1.pdf

Lodger Details

Lodger Code 506516Q
Name ADVOCATUS LAWYERS & CONSULTANTS
Address L 26, 1 BLIGH ST
SYDNEY 2000
Lodger Box 1W
Email DARREN.KANE@ADVOCATUSLAWYERS.COM.AU
Reference SP101165-642

Land Registry Document Identification

AR937008

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/SP101165	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP101165
Other legal entity

Meeting Date

23/09/2021

Repealed by-law No.

Details NOT APPLICABLE

Added by-law No.

Details SPECIAL BY LAW 1, 2

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. SP101165

Signer Name DARREN CHARLES KANE

Signer Organisation DARREN CHARLES KANE

Signer Role PRACTITIONER CERTIFIER

Execution Date 04/03/2022



NETSTRATA

Electronic signature of me, Amita Dalag, affixed by me, on
20/12/2021 at 5:24 pm
Property & Stock Agent Act 2002 Licence No 867112

By-Laws

"Annexure A"

Strata Plan 101165 125A JERRALONG DRIVE SCHOFIELDS

**The Following are the Standard By-laws registered with the scheme. Strata Plan registration
Date: 23/07/2021**

1 Definitions and interpretation clauses

1.1 Definitions

Act means the Strata Schemes Management Act 2015.

Air Conditioning Services means the air conditioning unit and all fixtures and fittings in relation to the air conditioning unit for use by an Owner an Occupier of a Lot.

Architectural Code means the architectural code in the form of Schedule 1 as amended from time to time.

Bin Collection Room means the garbage collection room located in the basement level of the Building.

Build Cost means the cost to undertake and complete the Building Works.

Building means the building and the Land which is the subject of the Strata Plan.

Building Manager means the full time building manager appointed by the Owners Corporation from time to time.

Building Works means works, alterations, additions, damage, removal, repairs or replacement of:

(a) Common Property structures, including the Common Property walls, floor and ceilings enclosing the Lot.

Common Property walls include windows and doors in those walls:

(b) the structure of the Lot;

(c) the internal walls inside the Lot (eg. a wall dividing two rooms in the Lot);

(d) Common Property services; or

(e) services in the Strata Scheme whether or not they are for the executive use of the Lot.

Building Works exclude minor fit out works inside a Lot and works or alterations to the interior of Common Property walls in the Lot (eg hanging pictures or attaching items to those walls).

Bulky Waste Storage Room means the room located in the basement level of the Building for the storage of bulky goods for garbage collection.

Business Days means a day being Monday to Friday not being a public holiday or bank holiday in New South Wales.

By-laws means the by-laws set out in this document and any other by-laws adopted by the Owners Corporation from time to time.

Car Space means a car space forming part of a Lot.

Car Wash Bay means the car wash bay located in the basement for the purpose of washing cars.

Claim means any claim, demand, action, proceeding, judgement, damage, loss, cost, expense or Liability however incurred or suffered or made or recovered against any person however arising.

Common Property means the common property comprised in the Strata Plan.

Cost means a cost, charge, expense, outgoing, payment, fee and other expenditure of any nature.

Council means Blacktown City Council.

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Development Act means the Strata Schemes Development Act 2015.

Developer means Schofields 88 (No1) Pty Ltd, or its nominees(s) and includes its contractors, consultants and builders.

Embedded Network means a network and system in the Building for the supply of Embedded Network Services to the Building and Lots in the Building, and includes Embedded Network Equipment.

Embedded Network Equipment means meters, equipment and fittings located within the Common Property associated with or ancillary to the Embedded Network.

Embedded Network Supplier means an entity that supplies Embedded Network Services.

Embedded Network Service means the supply of any of:

- (a) electricity;
- (b) gas;
- (c) hot water;
- (d) internet services;
- (e) mobile telephone signal distribution services; or
- (f) fibre communications.

Garbage Room means the garbage room designated for the use by the Owners and Occupier of the Building.

Government Authority means any government, semi-government, local government, administrative, fiscal or judicial department, commission, authority tribunal, agency or other entity.

Land means 125 Jerralong Drive, Schofields NSW 2762 being the land contained in the Strata Plan.

Lot means a Lot in the Strata Plan.

Occupier means any lessee, sub lessee, licensee, sub licensee, occupier or mortgagee in possession of a Lot in the Strata Plan.

OSD System means the on-site stormwater detention system, including any stormwater quality improvement device constructed in the Common Property.

Owner means the owner for the time being of any Lot in the Strata Plan.

Owner Corporation means the owners corporation constituted upon registration of the Strata Plan.

Recreation Facilities means the recreational areas located on the Common Property.

Security Deposit means an amount equivalent to 20% of the Build Cost.

Security Keys means the keys, magnetic card or other device or information used in the Strata Scheme to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems.

Services means water, sewer, electricity, gas, telephone, communication services and the like available to the Owners and Occupiers and includes any additional services which the Owners Corporation decides to supply.

Strata Manager means the manager of the Strata Scheme appointed by the Owners Corporation from time to time.



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Strata Plan means strata plan 101165.

Strata Scheme means the strata scheme established on registration of the Strata Plan.

Storage Space means a storage space located in the basement level or elsewhere in the Building, forming part of a Lot.

Total Maintenance Plan means the document titled "total maintenance plan" as set out in Annexure A or words to this effect prepared in accordance with By-law 46.2.

Visitors Car Parking Spaces means the car parking spaces located on the lower ground floor and designated for use by visitors for the Building.

Waste Management Service Charter means the waste management service charter 2009 prepared by Council (as amended from time to time).

1.2 In these By-laws, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of the By-laws;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation and any Government Authority;
- (e) a reference to a person includes reference to the person's executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and assigns;
- (f) a reference to any thing includes a part of that thing; and
- (g) a reference to any statute, regulation, proclamation, ordinance or clause includes all statutes, regulations, proclamations, ordinances or clauses varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and clauses issued under that statute.

2 Noise

2.1 An Owner or Occupier of a Lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property.

3 Vehicles

3.1 An Owner or Occupier of a Lot must not park or stand any motor or other vehicle on Common Property except with the written approval of the Owners Corporation.

3.2 The Owners Corporation may collect information relating to and keep a register of the registration plate details of vehicles parked in the Building.

4 Obstruction of Common Property

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

4.2 The Owners Corporation must ensure that sight lines are kept free from obstructions.



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5 Damage to lawns and plants on Common Property

5.1 An Owner or Occupier of a Lot must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property, or
- (b) use for his or her own purposes as a garden any portion of the Common Property.

6 Damage to Common Property

6.1 An Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property without the approval in writing of the Owners Corporation.

6.2 An approval given by the Owners 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:

- (a) any locking or other safety device for protection of the Owner's Lot against intruders provided alarms are fitted with a timing device in accordance with the requirements of the Protection of the Environment Operations Act 1997 (NSW), or
- (b) any screen or other device to prevent entry of animals or insects on the Lot, or
- (c) any structure or device to prevent harm to children.

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 s106 of the Act, the Owner of a Lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in By-law 6.3 that forms part of the Common Property and that services the Lot.

7 Graffiti

7.1 The Owners Corporation must promptly after the First Annual General Meeting of the Owners Corporation prepare a Graffiti Management Plan.

7.2 The Owners Corporation acknowledge and agree that the Graffiti Management Plan must incorporate the following:

- (a) methods to minimise graffiti in the Building;
- (b) management and notification procedures for the rapid removal of graffiti; and
- (c) the annual review of any "management agreement" for the removal of graffiti to ensure the Building is maintained at optimum level.

7.3 The Owners Corporation must remove any graffiti, visible from any public road or space within 48 hours from detection of the graffiti.

8 Behaviour of Owners and Occupiers

An Owner or Occupier of a Lot when on Common Property must be adequately clothed and must not use language

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or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using Common Property.

9 Children playing on Common Property

9.1 Any child for whom an Owner or Occupier of a Lot is responsible may, while under the supervision of an adult, play on any area of the Common Property that is designated by the Owners Corporation as an area in which children may play.

9.2 An Owner or Occupier of a Lot must not permit any child of whom the Owner or Occupier has control to play on Common Property within the Building or, unless accompanied by an adult exercising effective control, to be or to remain on Common Property comprising a laundry, car parking area, lift or other area of possible danger or hazard to children.

10 Behaviour of Invitees

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

11 Depositing rubbish and other material on Common Property

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

12 Smoke penetration

12.1 An Owner or Occupier of a Lot must ensure that smoke caused by the smoking of tobacco or any other substance (including e smokes) by the Owner or Occupier, or any invitee of the Owner or Occupier, on the Lot does not penetrate to the Common Property or any other Lot.

12.2 An Owner or Occupier, and any invitee of the Owner or Occupier, must not smoke tobacco or any other substance on the Common Property.

13 Cleaning windows and doors

13.1 Except in accordance with By-law 13.2, an Owner or Occupier of a Lot must keep clean all interior and exterior surfaces of glass in windows and all doors on the boundary of the Lot, including so much as is Common Property.

13.2 The Owners Corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the Owner or Occupier of the Lot safely or at all.

14 Storage of inflammable liquids and other substances and materials



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14.1 An Owner or Occupier of a Lot must not, except with the approval in writing of the Owners Corporation, use or store on the Lot or on the Common Property any inflammable chemical, liquid or gas or other inflammable material.

15 Moving and Delivering

15.1 Moving and Delivering of Goods

An Owner or Occupier must not transport or permit or cause to be transport goods on Common Property except in compliance with this By-law.

15.2 Condition

(a) Prior to transporting goods on Common Property, Owners and Occupiers:

- (i) must give the Owners Corporation not less than 48 hour's notice of the date and time the goods will be transported; and
- (ii) must give details to the Owners Corporation if Owner or Occupier has engaged a removalist;
- (iii) must give to the Owners Corporation evidence of suitable public liability or contractors all risk insurance held by the removalist for the benefit and protection of the Owners Corporation.

(b) Notices to the Owners Corporation:

- (i) must be given not less than 48 hours before the day of transportation;
- (ii) if the day of transportation is a Saturday or Sunday, must be given no later than 12 noon on the immediately preceding Friday;
- (iii) must identify the approximate quantity of goods; and
- (iv) must include details of the removalist (name, telephone number, mobile number, address, email address and contact name).

(c) Owners and Occupiers may only transport goods on Common Property at the times and in accordance with the directions of the Owners Corporation.

(d) Owners and Occupiers may only transport goods in a lift if the lift has a lift protector or blanket.

(e) Owners and Occupiers must ensure they and their removalist comply with all rules of the Owners Corporation in connection with transporting goods on common property.

(f) Owners and Occupiers are permitted to transport goods on Common Property only between the hours of 7.00am to 10.00pm and subject to the terms of this By-law.

(g) Owners and Occupiers must ensure neither they nor their removalists:

- (i) obstruct Common Property when transporting the goods; or
 - (ii) interfere with the peaceful enjoyment of Common Property by another Owner or Occupier.
- (h) Owners and Occupiers must supervise their removalist in order to ensure no damage is done to the Common Property, another Lot or property vested in the Owners Corporation, by transporting goods.
- (i) Owners and Occupiers must at their own expense:
- (i) immediately rectify any damages caused to Common Property, another Lot or property vested in the Owners Corporation, by transporting goods;
 - (ii) must remove debris or other materials left on Common Property as a result of transporting goods; and
 - (iii) must clean any part of the Common Property which requires cleaning as a consequence of transporting goods.

15.3 Move In Security Deposit

(a) Prior to transporting goods on Common Property, if requested by the Owners Corporation, Owners and Occupiers:

- (i) must give a Move In Security Deposit to the Owners Corporation to be used by the Owners Corporation in accordance with the terms of this By-law; and
 - (ii) must give to the Owners Corporation, if the Owners Corporation reasonably determines, a non refundable Move In Fee for the supervision of the transport of the goods.
- (b) The Owners Corporation may apply all or part of a Move In Security Deposit to remedy a breach of this By-law.
- (c) Such an application by the Owners Corporation is without prejudice to any other right or remedy of the Owners



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(d) If goods are being transported by an Owner or Occupier who is already in occupation of a Lot, then only one Move in Security Deposit must be paid by the Owner or Occupier before transporting the goods.

(e) Provided the Owners Corporation is satisfied there has not been a breach of this By-law or if there has been a breach, that breach has been rectified, the Owners Corporation must refund the Move In Security Deposit paid under this By-law (or so much of it that remains unrefunded) to the party who provided it within 7 days of the Owner or Occupier completing transportation of the goods.

(f) The Move In Security Deposit in respect of this is By-law is \$500.00 unless determined otherwise by the Owners Corporation.

(g) The Move In Security Deposit must be paid by the Owner or Occupier before transporting the goods.

15.4 An Owner or Occupier must make arrangements with the Owners Corporation at least 24 hours before receipt of any delivery of goods through the Common Property.

15.5 The Owners Corporation has the right to impose a Move In Security Deposit in accordance with By-law 15.3 for the purpose of By-law 15.4.

16 Floor Coverings

16.1 An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

16.2 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

17 Building Manager

17.1 The Owners Corporation must promptly after the First Annual General Meeting engage a full time Building Manager.

17.2 The Owners Corporation must ensure that the Frangipani Buildings are under the control of a full time Building Manager.

17.3 The Owners Corporation must ensure that the Building Manager complies with the Building Manager's responsibilities under these By-laws and any other responsibilities requested by the Owners Corporation.

18 Garbage storage and removal

18.1 Obligations of Owners and Occupiers

An Owner and Occupier must, at its Cost:

(a) with the exception of those items which are capable of being recycled, deposit all garbage in the Garbage Room (where applicable);

(b) transport recycle materials to the Garbage Room;

(c) keep all garbage receptacles and recyclable receptacles the Owner or Occupier places in the Garbage Room clean and, as far as reasonably practicable, odour free;

(d) comply with the requirements of the Owners Corporation and Government Agencies about the storage and removal from the Building of garbage and recyclable materials (and, in particular, any putrescibles);

(e) immediately clean up any garbage or recyclable materials the Owner or Occupier spills in the Garbage Room (or elsewhere in the Building);



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- (f) not place garbage or recyclable materials in the receptacle of another Owner or Occupier;
- (g) must comply with the Waste Management Service Charter in relation to the removal of garbage and recyclable materials;

18.2 Obligations of Owners Corporation

The Owners Corporation must:

- (a) comply with the Waste Management Service Charter;
- (b) ensure all waste generated from the Building is store, handles and disposed of in such a manner as to not create air pollution (including odour), offensive noise or pollution or land or water as defined in the Protection of the Environmental Operations Act 1997 (NSW);
- (c) notify Council of any pollution incident that occurs at the Building where there may be or is a material harm to the environment in accordance with part 5.7 of the Protection of the Common Property;
- (d) ensure all garbage and recyclable materials are transferred to a nominated collection point on the Common Property;
- (e) arrange for the collection of garbage and recyclable materials between the hours of 7.00am and 10.00pm;
- (f) clear the Common Property to facilitate the removal of garbage and recyclable materials from the collection point on the Common Property by Council;
- (g) ensure that the Owner's and Occupier's obligations under this By-law in relation to the storage and removal of garbage and recyclable materials;
- (h) places the waste and recycling bins for collection at the collection point on the Common Property in the evening prior to pick-up by Council and returned to the Garbage Rooms soon as possible after collection by Council; and
- (i) effectively communicate with Owners and Occupiers regarding the Waste Management Service Charter and the collection of garbage and recyclable materials for the Building.

18.3 Bin Collection Room

- (a) The Bin Collection Room is used by the Building Manager to store garbage collected by the Garbage Rooms for the Owners and Occupiers.
- (b) Owner and Occupiers of the Building are not permitted to access the Bin Collection Room.
- (c) The Owners Corporation may, from time to time, make reasonable rules and impose conditions (acting reasonably) in relation to the use of the Bin Collection Room, including:
 - (i) the manner in which large objects are to be transported to and from the Bin Collection Room and the Garbage Room (as the case may be);
 - (ii) the use of protective covers for surfaces forming part of the Bin Collection Room during such times as large objects or deliveries are transported to and from the Bin Collection Room and the Garbage Room (as the case may be);
 - (iii) prohibitions on the use of trolleys or other moving devices; and
 - (iv) insurance requirements.
- (d) The Building Manager must:
 - (i) use the Bin Collection Room only in accordance with these By-laws and in accordance with any rules determined by the Owners Corporation from time to time;
 - (ii) not use the Bin Collection Room in a manner that breached the conditions of any development consent, permit or authorization or any law applicable to the Land; and
 - (iii) promptly clean up any spills in the Bin Collection Room or the Building.
- (e) By-law 18.2 applies to this clause 18.3.

19 Bulky Waste Storage Room

19.1 Use of Bulky Waste Storage Room

The Bulky Waste Storage Room may be used by Owners and Occupiers and managed by the Building Manager.

19.2 Rules



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- (a) The Owners Corporation may make reasonable rules and impose conditions (acting reasonably) about the use of the Bulky Waste Storage Room from time to time.
- (b) An Owner and Occupier must not store perishable items or any inflammable, explosive or dangerous substances in the Bulky Waste Storage Room.
- (c) Owners and Occupiers must arrange to place items in the Bulky Waste Storage Room at the times agreed with the Building Manager.
- (d) The Building Manager must arrange for any items placed in the Bulky Waste Storage Room to be collected by the relevant Government Agencies.
- (e) Owners and Occupiers must make good any damage caused by that Owner or Occupier in using the Bulky Waste Storage Room.
- (f) By-law 18.2 applies to this By-law 19.

20 Visitor Car Parking

20.1 Visitor Car Parking

- (a) The Visitors Car Parking Spaces may be used by visitors of the Building only.
- (b) An Owner or Occupier must not:
 - (i) park a vehicle in a Visitors Car Parking Space;
 - (ii) enter into a lease or licence, or permit the entry into a lease or licence, for a Visitor Car Parking Space with any person; or
 - (iii) impose timed parking fees, or permit the imposition of timed parking fees on the use of a Visitor Car Parking Space.
- (c) All Owners and Occupiers who are or whose visitors are entitled to use the Visitor Car Parking Spaces must ensure that they and their respective visitors:
 - (i) give the licence plate of every visitor to the Building Manager;
 - (ii) use the Visitor Car Parking Spaces for car parking in accordance with By-law 20.1 (a) only and not for any other purposes, including for the storage of goods or waste products;
 - (iii) keep the Visitor Car Parking Spaces free of obstruction; and
 - (iv) do not park in the Visitor Car Parking Spaces for a continuous period of time exceeding 24 hours.
- (d) If an Owner or Occupier does not comply with this By-law 20, the Building Manager may arrange for any vehicle or other item to be removed from the Visitors Car Parking Spaces and/or the Building at the Owner or Occupier's Cost. The Owner and Occupier may not make a Claim against the Building Manager or the Owners Corporation if the Building Manager carries out its obligations or exercises rights under this By-law 20.1.

21 Car Wash Bay and Electrical Car Charge Point Parking Space

21.1 The Car Wash Bay and Electrical Car Charge Point Parking Space is for use of the Owners and Occupiers of Lots.

21.2 Rules

- (i) The Car Wash Bay may only be used for washing of vehicles between the hours of 8.00am and 8.00pm or other hours as nominated from time to time by the Owners Corporation; and
- (ii) The Electrical Car Charge Point Parking Space may be used for charging of an electrical car between the hours of 8.00pm to 8.00 am only.
 - (a) All Owners and Occupiers must:
 - (iii) comply with all relevant By-laws and with any rules made by the Owners Corporation in respect of the Car Wash bay and The Electrical Car Charge Point Parking Space from time to time; and
 - (iv) leave the Car Wash Bay and The Electrical Car Charge Point Parking Space in a clean and tidy condition and remove all rubbish after use.
- (b) No vehicles may be parked in the Car Wash Bays and The Electrical Car Charge Point Parking Space other than



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for the purpose of car washing or the Charging of electric vehicles.

(c) The Owners Corporation may make reasonable rules and impose conditions (acting reasonably) in relation to the use of the Car Wash Bay and The Electrical Charge Point Parking Space.

(d) Owner and Occupiers entitled to use the Car Wash Bays and The Electrical Car Charge Point Parking Space must comply with any rules made by the Owners Corporation.

22 Provision of Services

22.1 Subject to this By-law, the Owners Corporation has the power to supply Services to the Owners and Occupiers. Services include:

- (a) electricity supply, gas supply and water supply; and
- (b) additional services which the Owners Corporation decides to supply according to this by-law.

22.2 The Owners Corporation has the power to supply Services in addition to those in By-law 22.1 to the Owners or Occupiers if:

- (a) it decides to do so by majority resolution;
- (b) there would be significant cost savings if the Owners Corporation purchases the Service in bulk and supplies it to the Owners or Occupiers;
- (c) the Owners Corporation reasonably determines it would be benefited to the operation and management of the Frangipani Buildings for the Owners Corporation to provide the Service; or
- (d) An Owner or Occupier asks the Owners Corporation to provide the Service.

22.3 The Owners Corporation has the power to enter into contracts and agreements with the providers of Services.

22.4 The Owners Corporation has the power to disconnect a Service to an Owner or an Occupier who does not pay the Owners Corporation for the Service according to this By-law Instrument only in the following circumstances:

- (a) if doing so does not interfere with the provision of that Service to other Owners or Occupiers who has paid the Owners Corporation for the Service; or
- (b) reasonable notice has not been given to the Owner or Occupier whose Service is being disconnected.

22.5 In considering whether to supply a Service to Owners or Occupiers the Owners Corporation must determine:

- (a) how it will recover costs from Owners and Occupiers who may connect to the Service;
- (b) How the Service will be metered; and
- (c) Whether the Service will be a shared by Owners and Occupiers.

23 Keeping of animals

23.1 An Owner or Occupier of a Lot may keep on the Lot or the Lot or the Common Property with the written approval of the Owners Corporation:

- (a) fish in an enclosed aquarium;
- (b) 1 small cage bird;
- (c) two dogs up to a combined weight of 20kgs and provided the dogs are desexed;
- (d) two cats up to a combined weight of 20kgs and provided the cats are desexed; or
- (e) a cat and a dog up to a combined weight of 20kg and provided the cat and dog are desexed.

23.2 The Owners Corporation must not unreasonably withheld its approval of the keeping of animals on a Lot or the Common Property in accordance with By-law 23.1.

23.3 If an Owner or Occupier of a Lot keeps animals on the Lot, the Owner or Occupier must:

- (a) keep the animals within the Lot; and



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- (b) supervise the animals when they are on the Common Property;
- (c) carry the animals when on internal areas of the Common Property including the lifts;
- (d) minimise any interference (including noise) to an Owner or Occupier of a Lot; and
- (e) take any action that is necessary to clean all areas of the Lot or the Common Property that are soiled by the animals.

23.4 An Owner or Occupier of a Lot who keeps an assistance animal on the Lot must, if required to do so by the Owners Corporation, provide evidence to the Owners Corporation demonstrating that the animal is an assistance animal referred to in section 9 of the Disability Act 1992 of the Commonwealth.

23.5 If an Owner or Occupier does not comply with this By-law, the Owners Corporation may request the immediate removal of the animal(s) and if the animal has caused any damage or destruction to any part of the Building, rectify such damage or destruction at the Cost of the Owner.

23.6 Subject to By-law 23.1 and 23.4, the Owner and Occupier is not permitted to keep or allow an animal to remain on the Lot.

24 Notice-board

An Owners Corporation must cause a notice-board to be affixed to some part of the Common Property.

25 Compliance with planning and other requirements

25.1 The Owner or Occupier of a Lot must ensure that their Lot is not used for any purpose that is prohibited by law or that requires approval or authorisation of an authority including the local council or under any law, without that approval or authorisation.

25.2 Every Owner and Occupier must ensure that their Lot is only used as a permanent dwelling or domicile unless that Lot can lawfully be used for another purpose, or unless the relevant Owner or Occupier obtains Council approval to use their Lot for another purpose, in which the Lot may be used for that other purpose. If so, the Owner or Occupier must notify the Owners Corporation of the changes to the existing use of the Lot.

25.3 Every Owner and Occupier must ensure that the Lot is not occupied by more than two persons per bedroom.

25.4 Every Owner and Occupier must not:

- (a) alter the layout of the Lot; or
- (b) carry out any alterations or additions to the Lot, so as to allow the Lot to be occupied by more than two persons per bedroom, or to create additional bedrooms.

26 Short term leasing

26.1 An Owner or Occupier of a Lot for whom the Lot is not their principal place of residence is not permitted to enter into short term leasing (being a lease of less than three months)

26.2 An Owner or Occupier of a Lot is not permitted to enter into a lease or permit more than the equivalent of two persons per bedroom in a Lot.

26.3 Every Owner and Occupier must ensure that the Lot is not advertised or promoted including on Airbnb or any



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similar website for any use which is prohibited by this By-law 26.

27 Architectural Code

27.1 The Owner or Occupier of the Lot must comply with the Architectural Code and obtain all necessary consents under the Architectural Code before they carry out any works in the Lot. The Owner or Occupiers' obligations under the Architectural Code apply in addition to their obligations under the By-laws.

27.2 An Owner or Occupier of a Lot must have consent from the Owners Corporation under the Architectural Code if they propose to:

- (a) carry out Building Works which will affect the Common Property or the external appearance of the Strata Scheme; or
- (b) install bars, screens, grills, security locks or other safety devices on the interior or exterior of windows or doors in the Lot if they are visible from outside the Lot or the Strata Scheme; or
- (c) install an intruder alarm with an audible signal.

28 Rights to enter the Lot

28.1 Rights of the Owners Corporation to enter the Lot

In addition to its rights under this By-law the Owners Corporation has the right to enter the Lot to operate, inspect, test, treat, use, maintain, repair or replace Common Property. The procedures with which the Owners Corporation must comply when it exercises this right are in the Act.

29 Carrying out Building Works

29.1 Subject to this By-law 29, the Owner or Occupier of the Lot must have consent from the Owners Corporation to carry out Building Works.

29.2 Before carrying out Building Works, the Owner or Occupier of the Lot must:

- (a) obtain necessary consents from the Owners Corporation and any relevant Government Authority;
- (b) find out where service lines and pipes are located;
- (c) obtain consent from the Owners Corporation if the Owner or Occupier of a Lot proposes to interfere with or interrupt Services;
- (d) comply with By-law 29.5(a); and
- (e) if the Owner or Occupier of a Lot does not need consent to carry out the Building Works, give the Owners Corporation a written notice describing what the Owner or Occupier of a Lot proposes to do. The Owner or Occupier of the Lot must give the notice at least 10 Business Days before the Building Works are started.

29.3 If an Owner or Occupier of a Lot carries out Building Works, the Owner or Occupier of the Lot must:

- (a) use qualified, reputable and, where appropriate, licensed contractors acceptable to the Owners Corporation (acting reasonably);
- (b) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and
- (c) repair any damage the Owner or Occupier of the Lot (or persons carrying out the Building Works on their behalf) causes to Common Property or the property of another Owner or Occupier.

29.4 Before the Owner or Occupier of the Lot carries out Building Works (including Building Works for which the consent of the Owners Corporation is not required), the Owner or Occupier must:



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- (a) arrange with the Owners Corporation a suitable time and means by which to access the Strata Scheme for purposes associated with those Building Works;
- (b) comply with the reasonable requirements of the Owners Corporation about the time and means by which the Owner or Occupier of a Lot must access the Strata Scheme; and
- (c) ensure that contractors and any persons involved in carrying out the Building Works comply with the reasonable requirements of the Owners Corporation about the times and means by which they must access the Strata Scheme.

29.5 Security deposit

- (a) The Owner must give to the Owners Corporation the Security Deposit before the Owner commences the Building Works.
- (b) The Owners Corporation may, without notice to the Owner, recover from the Security Deposit any Cost incurred or loss suffered by the Owners Corporation if the Owner breaches this By-law.
- (c) The Owner may either replace the Security Deposit or the proportion of the Security Deposit recovered by the Owners Corporation in accordance with By-law 29.5(b) within 5 Business Days of receiving notice from the Owners Corporation to do so.
- (d) The Owner acknowledges that the Owners Corporation is not required to invest the Security Deposit and no interest will be earned on the Security Deposit.
- (e) Subject to there being no breach of the By-law by the Owner, the Owners Corporation must release the Security Deposit within 15 Business Days from the date the Owners Corporation inspects the Building Works and the Owners Corporation determines (acting reasonably) that the Owner has satisfied these By-laws.

30 Common Property

30.1 Where some items of Common Property are burdened by easements, the Owner or Occupier of the Lot and the Owners Corporation:

- (a) must comply with their obligations under those easements; and
- (b) must not do anything to prevent the benefited parties under those easements from exercising their rights to use Common Property under those easements.

30.2 Subject to the By-laws, the Owner or Occupier of the Lot must:

- (a) use Common Property equipment only for its intended purpose;
- (b) immediately notify the Owners Corporation if the Owner or Occupier of a Lot knows about damage or a defect in Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by an Owner or Occupier of a Lot, their visitors or persons doing work or carrying out Building Works on the Strata Scheme on their behalf.

30.3 Subject to the By-laws the Owner or Occupier of a Lot must have consent from the Owners Corporation to:

- (a) interfere with or damage Common Property;
- (b) remove anything from Common Property that belongs to the Owners Corporation; or
- (c) interfere with the operation and Common Property equipment.

31 Security at the Strata Scheme

31.1 The Owners Corporation must take reasonable steps to stop intruders coming into the Strata Scheme and prevent fire and other hazards.

31.2 The Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of the Strata Scheme.

31.3 If the Owners Corporation installs lights in the Common Property, the Owners Corporation must ensure that



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the spillage of light does not unreasonably interfere with neighbouring properties.

31.4 Subject to this By-law 31, the Owners Corporation has the power to:

- (a) close off or restrict by Security Key access to parts of Common Property that do not give access to a Lot;
- (b) restrict by Security Key access to levels in the Strata Scheme where an Owner or Occupier of a Lot does not own or occupy a Lot or have access to according to a common privilege By-law;
- (c) charge you a fee or bond if an owner or occupier of a Lot requests additional or replacement Security Keys; and
- (b) allow security personnel employed or contracted by the Owners Corporation to use part of Common Property to operate or monitor security of the Strata Scheme and the Building.

31.5 If the Owner Corporation exercises its rights under By-law 31.4, it may provide the Owner or Occupier of a Lot with a Security Key for the relevant part of Common Property.

31.6 The Owners Corporation has the power to:

- (a) re-code Security Keys it issues for Common Property; and
- (b) require an Owner or Occupier of a Lot to promptly return Security Keys it issues to them to the Owners Corporation to be re-coded.

31.7 The Owner or Occupier of a Lot must:

- (a) comply with the reasonable instructions of the Owners Corporation about Security Keys and, in particular, instructions about re-coding and returning Security Keys;
- (b) take all reasonable steps not to lose Security Keys;
- (c) immediately notify the Owners Corporation if the Owner or Occupier loses a Security Key; and
- (d) return Security Keys to the Owners Corporation if the Owner or Occupier of a Lot does not need them or if they are no longer an Owner or Occupier.

31.8 The Owner or Occupier of a Lot must take reasonable care to make sure that fire and security doors in the Building are locked or closed when they are not being used.

31.9 If an Owner or Occupier of a Lot leases or licenses their Lot, they must include a requirement in the lease or licence that the occupier returns Security Keys issued by the Owners Corporation to the Owners Corporation when they no longer occupy that Lot.

31.10 An Owner or Occupier of a Lot must not:

- (a) copy a Security Key or give a Security Key to someone who is not an Owner or Occupier.
- (b) interfere with security cameras or surveillance equipment; or
- (c) do anything that might prejudice the security or safety of the Strata Scheme.

32 Rules

32.1 The Owners Corporation has the power to make rules about the security, control, management, operation, use and enjoyment of the Strata Scheme and, in particular, the use of the Common Property.

32.2 The Owners Corporation may add to or change the rules at any time.

32.3 All Owners or Occupiers of a Lot must comply with the rules.

32.4 If a rule is inconsistent with the By-laws or the requirements of a Government Authority, the By-laws or requirements of the Government Authority prevail to the extent of the inconsistency.

33 Failure to comply with By-laws



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33.1 The Owners Corporation may do anything on the Lot which the Owner or Occupier should have done under the Act or the By-laws but which the Owner or Occupier of the Lot have not done or, in the opinion of the Owners Corporation, have not done properly.

33.2 The Owners Corporation must give an Owner or Occupier of a Lot a written notice specifying when it will enter the Lot to do the work. The Owner or Occupier of the Lot must:

- (a) give the Owners Corporation (or persons authorised by it) access to the Lot according to the notice and at their Cost; and
- (b) pay the Owners Corporation for its Cost for doing the work.

33.3 The Owners Corporation may recover any money an Owner or Occupier of a Lot owes it under the By-law as a debt.

34 Notices by email

Any notices may be issued to the Owner or Occupier by the Owners Corporation in accordance with the provisions of the Electronic Transactions Act 2000.

35 Access for rectification of defects or for compliance

35.1 If the Developer or the Owners Corporation requires access to a Lot (Subject Lot) to rectify defects (whether or not contained within the Subject Lot) or to comply with its obligations under these By-laws, the Owners Corporation must (except in the case of an emergency where no notice is required) give to the Owner or Occupier of the Subject Lot a notice requesting access to the Subject Lot within 3 Business Days from the date of the notice, such notice to provide details of the access required (Request).

35.2 The Owner Occupier of the Subject Lot must grant to the Developer and the Owners Corporation and their authorised persons, access to the Subject Lot in accordance with the Request.

35.3 If the Owner and Occupier of the Subject Lot do not grant to the Owners Corporation and their authorised persons access to the Subject Lot in accordance with By-law 35.2, the Owner of the Subject Lot must pay to the Owners Corporation or as it directs the following:

- (a) \$500.00 per day for the first 2 Business Days commencing on the day immediately following the date of expiry of the 3 Business Day period referred to in By-law 35.3(b); and
- (b) thereafter \$750.00 per day.
(Access Debt).

35.4 Within 5 Business Days from the date of request by the Owners Corporation, the Owner of the Subject Lot must pay to the Owners Corporation the Access Debt.

35.5 The Owner and Occupier of the Subject Lot each acknowledge and agree that the amounts specified in By-law 35.3 comprise a genuine pre-estimate of damages that the Owners Corporation will suffer or incur for a breach of By-law 35 by the Owner and/or the Occupier of the Subject Lot.

36 Fire Safety

36.1 An Owner and Occupier must:



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- (a) immediately notify the Owners Corporation of any defect in or damage to a fire safety device which comes to that Owner's or Occupier's attention;
- (b) comply with laws about fire control;
- (c) not remove any fire attenuation screens; and
- (d) notify the Owners Corporation if the Owner or Occupier changes the lock on the entry door to that Owner's or Occupier's Lot.

36.2 An Owner or Occupier must not or must not permit their invitees to:

- (a) interfere with, damage, obstruct or impede the operation of fire safety devices; or
- (b) do anything that will activate a fire safety device unless there is a fire or other emergency within the area regulated by the strata scheme; or
- (c) cause any obstruction of fire safety exits.

36.3 Works

- (a) If the Owners Corporation notifies an Owner or Occupier that access is required to their lot for the purpose of carrying out inspection or maintenance on fire safety equipment as required by law or regulation, unrestricted access must be provided to the Owners Corporation or their authorised representative on the days required.
- (b) Any fines incurred as a result of non-compliance with By-law 36.3(a) must be paid by the Owner or Occupier as the case may be.
- (c) If the Owners Corporation notifies an Owner that Buildings Works are required to the Lot to enable the issue of a certificate of compliance for safety purposes, the Owner must carry out the works at the Owner's cost.
- (d) If the works required in accordance with By-law 36.3(c) are required to a Lot because of changes to the Building by an Owner or Occupied of another Lot, that Owner must pay for the works.
- (e) If an Owner fails to carry out the works promptly, the Owners Corporation may carry out the works and recover the cost from the Owner as a debt.

36.4 If the Owners Corporation or an Owner or Occupier is required to contact the NSW Fire Brigade as a result of the act, omission, negligence or default of another Owner or Occupier (Defaulting Party), the Defaulting Party must pay to the Owners Corporation or as the Owners Corporation directs the Cost incurred by the Owners Corporation or any Owner or Occupier as result of the Defaulting Party's act, omission, negligence or default.

37 OSD System

37.1 The OSD System forms part of the Common Property.

37.2 Subject to obtaining the necessary approvals from the relevant Government Agency, the Owners Corporation must maintain, repair and if applicable, replace the OSD System.

37.3 The Owners Corporation must on or after the first Business Day after 1 September each year provide to Council the following:

- (a) a report addressed to Council's Asset Design Services Section outlining all maintenance undertaken in the previous year to the OSD System in accordance with Council's approved maintenance schedule;
- (b) details of all non portable water used;
- (c) details of the materials used which have been disposed of by the Owners Corporation in accordance with Council's approval; and
- (d) copies of all contractor's cleaning reports or certificates (which must be provided to Council's WSUD Compliance Officer).

37.4 An Owner and Occupier must:

- (a) immediately notify the Owners Corporation of any defect in or damage to the OSD System which comes to that Owner's or Occupier's attention;



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- (b) comply with all directions of the Owner's Corporation in relation to the OSD System; and
- (c) comply with any Affection relating to the OSD System.

37.5 An Owner or Occupier must not or must not permit their invitees to:

- (a) interfere with, damage, obstruct or impede the operation of OSD System; or
- (b) cause any obstruction to access of the OSD System or the use of the OSD System by the Owner's Corporation, any Government Authority or any third party acting through or on behalf of the Owners Corporation or any Government Authority.

37.6 If the Owners Corporation or a Government Agency notifies an Owner or Occupier that access is required to their Lot for the purpose of carrying out inspection or maintenance on the OSD System, the Owner and Occupier must grant unrestricted access to the Owners Corporation, the Government Agency or their authorised representative on the days required.

38 Maintenance of rainwater tank, etc

38.1 The Owners Corporation must promptly after the first Annual General Meeting of the Owners Corporation enter into a maintenance contract with a reputable and experienced cleaning contractor for a minimum of 5 years for the maintenance of the rain water tank, rain garden sediment pit and the bio-retention system (Maintenance Contract).

38.2 The Owners Corporation must ensure any cleaning contractor complies with the terms of the Maintenance Contract.

38.3 The Owners Corporation must provide a copy of the executed Maintenance Contract to Council's WSUD Compliance Officer.

39 Maintenance of OceanGuards and Stormfilters

39.1 The Developer must enter into a maintenance contract with Ocean Protect (www.oceanprotect.com.au) for a minimum of 5 years and this term must be prepaid. This maintenance contract cannot be cancelled.

39.2 The maintenance contract with Ocean Protect is for the maintenance of the OceanGuards and Stormfilters.

39.3 The Stormfilters must be replaced at the end of the 5 year term.

39.4 The Developer must forward the maintenance contract (signed and endorsed) with evidence of payment to Council's WSUD Compliance Officer.

39.5 The Owners Corporation must ensure that all works/services are carried out under the terms and conditions of the maintenance contract with Ocean Protect.

40 Recreation Facilities

40.1 The Owners Corporation may make reasonable rules and impose conditions (acting reasonably) in relation to the Recreation Facilities.

40.2 The Owners Corporation may at any time amend or substitute rules made by the Owners Corporation in



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relation to the use of the Recreation Facilities (acting reasonably).

40.3 Subject to the Act, rules made by the Owners Corporation under this By-law 40.1 may not be the subject of any expert determination or an appeal by any Owner or Occupier.

40.4 Subject to By-law 40.5, the Recreation Facilities may only be used during the hours of 11:00 am to 8:00 pm seven days a week or during other hours approved by the Owners Corporation, except for a barbecue forming part of the Recreational Facilities which may be used between the hours of 9:00 am and 9:00 pm seven days a week or during other hours approved by the Owners Corporation.

40.5 An Owner and Occupier entitled to use the Recreation Facilities must (and must ensure that any invitees does):

- (a) not use the Recreation Facilities and the surrounds other than between the hours set out in By-law 40.4;
- (b) ensure that any guest does not use the Recreation Facilities or its immediately surrounds unless accompanied by an Owner or Occupier;
- (c) ensure that children under 15 years of age are not in or around the Recreation Facilities unless accompanied by an adult Owner or Occupier exercising effective control over them.
- (d) exercise caution at all times and not behave in a manner that is likely to interfere with the use of the Recreation Facilities by other persons;
- (e) Not adjust, modify replace or remove any equipment associated with the Recreation Facilities;
- (f) promptly notify the Building Manager of any damaged or malfunctioning Recreation Facilities;
- (g) at all times be adequately clothed so as not be likely to offend any other persons using the Recreation Facilities or the immediate surrounds and whilst travelling through the Building to and from the Recreation Facilities this includes but not limited no sunbathing in the Recreation Facilities.
- (h) must not engage in any hazardous activities;
- (i) not make create odours, smoke or excessive noise which interferes with the quiet enjoyment of an Owner or Occupier.

40.6 All Owners and Occupiers entitled to use the Recreation Facilities, following their use of the Recreation Facilities must:

- (a) dispose of any rubbish;
- (b) clean any surfaces requiring cleaning as a consequence of Owners or Occupier's use of the Recreation Facilities;
- (c) rectify any damage or destruction of the Recreation Facilities caused or contributed to by an Owner, Occupier, their invitees and any trespassers as a result of the Owner and Occupier; and
- (d) otherwise leave the Recreation Facilities in a good state of repair.

40.7 If an Owner or Occupier does not comply by By-law 40.5 and 40.6, the Owners Corporation can do so and charge the Owner or Occupier reasonable fee for doing so.

40.8 The Recreation Facilities may be unavailable for use for periods of time for repair and maintenance.

40.9 If an Owner or Occupier wishes to host a party, gathering or meeting on the Recreation Facilities, the Owner and Occupier must obtain the prior written consent of the Owners Corporation. The Owners Corporation may grant consent to the party, gathering or meeting on the Recreation Facilities on such terms and conditions as the Owners Corporation determines (acting reasonably) which may include the Owner or Occupier providing a security bond for an amount determined by the Owners Corporation. If the Owners Corporation requests a security bond, By-law 40.11 will apply.

40.10 The Owner must give to the Owners Corporation the security deposit before the commencement of any party, gathering or meeting on the Recreation Facilities. Subject to the Owner and Occupier complying with its obligations under this By-law 40, the Owners Corporation must release the security deposit within 15 Business Days from the date of the ending of the party, gathering or meeting.



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41 Car parking mechanical ventilation

41.1 The Owners Corporation has the right to install mechanical ventilation plant and equipment (including, but not limited to, ducting, vents, exhaust fans and the like) in the following locations:

- (a) on the car park wall adjacent to any car space, provided that such installation will not unreasonably interfere with an Owner's or Occupiers right to use such car space in any manner permitted by these By-laws;
- (b) on the wall adjacent to any storage space, provided that such installation will not unreasonably interfere with an Owner's or Occupier's right to use such storage space in any manner permitted by these By-laws.

41.2 The Owner or Occupier of any Lot affected by mechanical ventilation plant installed on their Lot shall comply with all reasonable requirements of the Owners Corporation in relation to gaining access to the mechanical ventilation plant for repair, maintenance and / or replacement purposes.

42 Parking and controlling traffic in Common Property

42.1 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 which includes but not limited to those obligations in By-law 42.2;
- (c) install speed humps and other traffic control devices in Common Property;
- (d) install signs about parking; and
- (e) install signs to control traffic in Common Property and, in particular, traffic entering and leaving the Building.

42.2 The Owners Corporation ensure that:

- (a) all loading and unloading of vehicles occurs on the Common Property;
- (b) all vehicles entering the Land must enter and exit the Land in a forward direction at all time, this includes but not limited any waste and recycling collection vehicles; and
- (c) all off street parking spaces and internal accessways are maintained to a standard suitable with their intended use.

43 Air conditioning

43.1 This is a common privilege By-law. The Owners Corporation may amend this By-law only by special resolution and with the written consent of the Owners of each Lot and the if applicable, Council.

43.2 The Owners of each Lot are granted;

- (a) exclusive use of the Air Conditioning Services which exclusively service their Lot; and
- (b) the special privilege to connect to and use the Air Conditioning Services which exclusively service their Lot.

43.3 The Owner of each Lot must, at the Cost of the Owner:

- (a) operate, maintain, repair and where necessary, replace the Air Conditioning Services exclusively servicing their Lot;
- (b) use contractors approved by the Owners Corporation to maintain, repair and replace air conditioning services exclusively servicing their Lot;
- (c) comply with the requirements of any Government Agency in relation to the installation, use, maintenance and repair of the Air Conditioning Services exclusively services their Lot;
- (d) bear the sole responsibility and cost of insuring the Air Conditioning Services exclusively servicing their Lot;
- (e) repair any damage to Common Property or property of another Owner or Occupier caused by their compliance with their exclusive installation, use, repair, maintenance and replacement of the Air Conditioning Services; and



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- (f) indemnify the Owners Corporation against all Claims arising out of or in connection with:
- (i) the exercise of the rights or compliance with an Owner's obligations under this By-law; and
- (ii) any failure by an Owner to comply with its obligations under this By-law.

43.4 An Owner or Occupier must not cause or permit the Air Conditioning Services to be used on their Lot in such a manner that it emits noise that can be heard within a habitable room in any other Lot by another Owner or Occupier, whether or not any door or window to that room is open.

- 43.5 The Owners Corporation must operate, maintain, repair and when necessary, replace:
- (a) all other component of the Air Conditioning Services which are not for the exclusive use of a Lot; and
 - (b) provide all other services necessary to supply air conditioning through Air Conditioning Services.

44 Insurance premiums

44.1 An Owner of a Lot must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an Owners Corporation insurance policy.

44.2 If the Owners Corporation gives the Owner under this By-law 44, the Owners Corporation may make conditions that without limitation, requires the Owner to reimburse the Owners Corporation for any increased premium.

44.3 If the Owner does not agree with this By-law 44.2 or the Owners Corporations conditions, then the Owners Corporation may refuse to grant its consent to the Owner.

45 Strata Manager

If the Owners Corporation does not appoint a Strata Manager under Section 48 of the Act, the Strata Manager means the secretary of the Owners Corporation.

46 Total Maintenance Plan

46.1 The Owners Corporation must at the First Annual General Meeting adopt the Total Maintenance Plan.

- 46.2 The Owners Corporation must ensure that the Total Maintenance Plan incorporates the following:
- (a) details of the long term up keep and cleanliness of the Frangipani Buildings to ensure all Buildings, public areas, landscaping, the Communal Room, the Recreation Facilities and all other Common Property are regularly inspected and maintained at optimum levels at all times;
 - (b) Security, cleanliness and general maintenance are managed appropriately and that the Common Property is not left unattended for long periods which may result in an increased opportunity for graffiti or anti-social behaviour; and
 - (c) unwarranted junk mail to be regularly removed and disposed of.

46.3 An Owner & Occupier must ensure that they have read and understood the Total Maintenance Plan and must do all that is necessary to give effect to the Total Maintenance Plan.

46.4 If these By-laws are inconsistent with the Total Maintenance Plan, then the Total Maintenance Plan will prevail.



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46.5 The Owners Corporation acknowledges and agrees that the Developer may inspect the Common Property and review all maintenance schedules adopted by the Owners Corporation.

46.6 The Developer may make recommendations for improvements to the maintenance of the Common Property. Such recommendations are to be in accordance with industry standards having regard to the Frangipani Buildings.

46.7 If the Developer makes recommendations to improve the maintenance of the Common Property, the Owners Corporation must do all that is necessary to implement the recommendations made by the Developer which shall include but not be limited to passing the necessary resolutions to adopt amendments to the Total Maintenance Plan.

46.8 The Owners Corporation releases and indemnities the Developer from any Claims as a result of the recommendations made by the Developer in relation to the Total Maintenance Plan and the maintenance of the Common Property.

47 Embedded Network

47.1 The Owners Corporation has the power to appoint and enter into agreements with Embedded Network Suppliers for the installation, operation and maintenance of Embedded Network Equipment and Embedded Networks in the Building for the supply of Embedded Network Services to the Lots and Common Property and for the Developer generally.

47.2 The Owners Corporation may enter into agreements with Embedded Network Suppliers during the Initial Period.

47.3 The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to an Embedded Network Supplier.

47.4 If the Owners Corporation enters into an agreement with an Embedded Network Supplier during the Initial Period that appoints an Embedded Network Supplier to assist the Owners Corporation in the management, control or use of Common Property and the term of the agreement extends beyond the date of the first annual general meeting of the Owners Corporation (or other minimum period permitted by law), or otherwise falls within the Initial Period Restrictions:

- (a) the agreement must be ratified by the Owners Corporation at the first annual general meeting;
- (b) the Owners Corporation may agree to pay the Embedded Network Supplier market-based rates for the supply of Embedded Network Services and market-based fees for performing Embedded Network Services under the agreement;
- (c) the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the supply of Embedded Network Services to the Common Property and all Owners in respect of the supply of Embedded Network Services to the Lots;
- (d) the Owners Corporation may agree to pay the Embedded Network Supplier a fee for initial set up costs incurred by the Embedded Network Supplier that will be payable if the Embedded Network Supplier is not appointed by the Owners Corporation at the first annual general meeting; and
- (e) the Owners Corporation may agree that if the Embedded Network Supplier is not appointed by the Owners Corporation at the first annual general meeting or if the agreement with the Embedded Network Supplier is terminated at any time, the Embedded Network Supplier will be entitled to remove any meters and other equipment that are, in the agreement, identified as being the property of the Embedded Network Supplier.

47.5 If the Owners Corporation enters into an agreement with an Embedded Network Supplier after the Initial Period:

- (a) the term of the agreement may be for the period agreed by the Owners Corporation which in each case should



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not exceed the period permitted by law;

(b) the pricing of the Embedded Network Services supplied under the agreement may be as agreed by the Owners Corporation; and

(c) the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the supply of Embedded Network Services to the Common Property and all Owners in respect of the supply of Embedded Network Services to the Lots.

47.6 An agreement between the Owners Corporation (in its own right) and an Embedded Network Supplier must have provisions about:

(a) the rights of the Owners Corporation and Owners to terminate the agreement early if the Embedded Network Supplier does not properly perform its functions or comply with its obligations under the agreement; and

(b) the rights of the Embedded Network Supplier to remove any meters and other equipment that are, in the agreement, identified as being the property of the Embedded Network Supplier or the right of the Owners Corporation to acquire those meters and other equipment from the Embedded Network.

48 Car Spaces and Storage Spaces

48.1 Obligations of Owners and Occupiers for a Car Space or Storage Space

If an Owner or Occupier has a Car Space or a Storage Space, the Owner and Occupier must:

(a) provide the Owners Corporation with access to the Car Space and/or Storage Space to enable the Owners Corporation to comply with its obligations under these By-laws;

(b) keep the Car Space and/or Storage Space clean and tidy;

(c) use the Car Space and/or Storage Space only for its lawful purposes;

(d) keep the Car Space and the Storage Space free of vermin;

(e) not enclose the Car Space without prior written approval of the Owners Corporation which may be given subject to reasonable conditions;

(f) clean up any spills, oil, grease from any Vehicle;

(g) not clean or wash a Vehicle in the Car Space;

(h) repair and make good any damage they cause to the Car Space or Storage Space;

(i) not store goods on the floor of the Car Space;

(j) ensure that any items stored in a Storage Space are stored at least 500mm below the sprinkler heads;

(k) keep the Storage Space cage fence in good repair and condition;

(l) ensure that all goods stored in the Storage Space are stored on a platform avoiding direct contact with the slab;

(m) where a fence is shared with an adjoining owner, ensure the Owner is jointly responsible for the cost of the repair, maintenance and replacement of the fence;

(n) if the Storage Cage has a roof or ceiling of any kind, not place or store any item on the roof or ceiling of the Storage Space;

(o) be responsible for any goods stored in a Storage Cage or the Car Spaces;

(p) if an Owner or Occupier installs an electrical charging point with the consent of the Owners Corporation, the Owner and Occupier must comply with the requirements of the Owners Corporation applicable to electrical car chargers;

(q) subject to the approval of the Owners Corporation in relation to the method of security, ensure security for the Storage Space; and

(r) repair and make good any damage they cause to the Car Space or Storage Space.

(s) notwithstanding By-law 48.1(c):

(i) the Owners Corporation and each Owner or Occupier acknowledges and agrees that if the Strata Plan notes a car space as a Disable Car Space, then that Disable Car Space forms part of the Lot and may only be used by the Owner or Occupier of the Disable Car Space.

(ii) Subject to By-law 48.1(s)(i), no Owner, Occupier or visitor of an Owner or Occupier of another Lot is permitted to use the Disable Car Space.

(iii) For the purpose of this By-law Disable Car Space means that car space noted "D" on the Strata Plan.



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48.2 Failure to comply

(a) If an Owner or Occupier does not comply with by-law 48.1, the Owners Corporation may, at the Owner's Cost, enter the Car Space or Storage Space and comply with the Owner and/or Occupier's obligations.

(b) If an Owner or Occupier does not comply with by-law 48.1, the Owner must compensate the Owners Corporation for:

(i) any damage to Common Property or any Lot; and

(ii) the Owners Corporation exercising its rights in accordance with by-law 48.32(a).

SCH1. Overview

2

2.1 Why have an Architectural Code

The primary reasons for having an Architectural Code and controlling Building Works and the external appearance of the Frangipani Buildings are:

(a) to preserve the design integrity and architectural quality of the Frangipani Buildings;

(b) to have proper regard to the common interest of each Owner and Occupier; and

(c) to uphold property values for Owners.

2.2 Inconsistencies

If there is an inconsistency between a clause in the By-law Instruments and the Architectural Code, the clause in the By-law Instrument prevails.

SCH1. Approvals from Government Agencies

3

3.1 What are your obligations

Despite anything else in the By-law Instrument, the Owner and Occupier must obtain all necessary approvals from Government Agencies before the Owner and Occupier carry out any works, erect new signs, or do anything else in the Frangipani Buildings (including works approved or for which the Owner and Occupier needs approval under the Architectural Code).

3.2 Compliance with development consents

The Owner and Occupier must comply with any development consents which apply to the Frangipani Buildings.

3.3 Timing

Subject to this clause 3, the Owner and Occupier may apply for approval from a Government Agency to carry out works in a Lot only after the Owner and Occupier has obtained any necessary approval from the Owners Corporation.

3.4 Approving applications to Government Agencies

The Owner and Occupier must not unreasonably refuse to approve or sign an application to a Government Agency if the works contemplated in the application have been approved by the Owners Corporation.

SCH1. Curtains, blinds and other window treatments

4

4.1 Colours for curtains and blinds

Subject to any contrary conditions of development consents, an Owner and Occupier may install curtains, blinds,



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louvers, shutters and other window and door treatments on or in the Owner or Occupier's Lot or Strata Scheme provided they have an appearance from outside the Lot which is a colour as determined by the Owners Corporation). An Owner and Occupier must have consent from the Owners Corporation to place, install or retain curtains, blinds, louvers, shutters and window and door treatments other than those specified in this clause 4.

4.2 Sun shades and awnings

An Owner and Occupier must have consent from the Owners Corporation to install a sun shade, umbrella, sun blind, awning or other sun shading device in a Lot and Common Property unless the relevant awning is a retractable awning which conforms to the awning specification attached to this code in which case, no consent is required for the installation of the relevant awning.

4.3 Window treatments

An Owner and Occupier must have consent from the Owners Corporation to place solar film or similar treatments (including tinted glass) on the internal or external surface of glass windows or doors in the Lot.

SCH1. Outdoor furniture and landscaping

5

5.1 Balcony, terraces and courtyard furniture and landscaping

An Owner and Occupier do not need consent from the Owners Corporation to keep outdoor furniture on a Balcony, terraces or courtyards of the Lot provided that the outdoor furniture is of a high quality and finish, commensurate with the quality of the Frangipani Buildings and is in keeping with the appearance of the Frangipani Buildings.

5.2 Fixing items to a Balcony Terraces/Courtyards

An Owner and Occupier must have consent from the Owners Corporation to fix furniture, decorative objects, brackets, hangers, shelves, trellises or any other items to the balcony, terraces or courtyards of the Lot.

5.3 Maintaining outdoor furniture

An Owner and Occupier must properly maintain furniture the balcony, terraces or courtyards of the Lot and ensure that the furniture is clean and tidy at all times.

5.4 Landscaping on Balconies / Terraces / Courtyards

An Owner and Occupier does not need consent from the Owners Corporation to keep landscaping on the balcony, terraces or courtyards of the Lot provided that all elements of the landscaping (for example, planter boxes and plants) are of a high quality and finish, commensurate with the quality of the Frangipani Buildings and are in keeping with the appearance of the Frangipani Buildings and does not create obstruction of sight lines between the Lots, the Common Property and the adjoining areas.

5.5 Maintaining landscaping

An Owner and Occupier must:

- (a) regularly landscaping on the balcony, terraces or courtyards of the 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, terraces or courtyards; and
- (d) when the Owner or Occupier waters the landscaping on the balcony, terraces or courtyards, ensure that no water enters another part of the Frangipani Buildings and no damage is caused to another part of the Frangipani Buildings.

5.6 Removing furniture and landscaping

The Owner and Occupier must immediately remove furniture and landscaping from the balcony, terraces or courtyards of the Lot if:

- (a) the Owner and Occupier do not comply with your obligations under this clause 5; or



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(b) the furniture or landscaping causes (or may cause) damage to another part of the Frangipani Buildings or unreasonably interferes with the lawful use and occupation of another Lot.

5.7 Inconsistency with by-laws

For the avoidance of doubt, this clause 4 does not override any provision in any By-laws relating to the planters locating on a Lot.

SCH1. Security devices

6

6.1 Installing security devices

Subject to this clause 6, Owner and Occupier must have consent from the Owners Corporation to install security devices including, without limitation, security doors or windows, screens, grilles, alarms or locks in the Lot or on Common Property.

6.2 Security doors and windows

The Owners Corporation may consent to an application to install a security door or window in a Lot or on Common Property if the door or window:

- (a) is finished in a colour that matches the existing door or window frame; and
 - (b) matches the full size of the existing door or window and does not detract from or dominate the existing detail.
- However, the Owners Corporation will generally not consent to the installation from or dominate the existing detail.

6.3 Alarms

An Owner and Occupier may install a security alarm in a Lot or on Common Property without consent from the Owners Corporation if:

- (a) the alarm is a 'back to base' facility;
- (b) the alarm is silent;
- (c) the alarm does not have flashing lights; and
- (d) the installation is not attached to or interferes with Common Property (for example, is not attached to the ceiling of a balcony).

6.4 Obtaining consent to install an alarm

If the installation of a security alarm is attached to or interferes with Common Property, the Owner and Occupier must have consent from the Owners Corporation before the Owner and Occupier install the alarm.

6.5 Security devices in the carpark

An Owner and Occupier may install in the floor of a Lot in the basement car park a locking device similar to a 'Secure Mate' locking device provided that the device:

- (a) is a type and colour approved by the Owners Corporation; and
- (b) is located in a position approved by the Owners Corporation (for example, a specified distance from the boundary of the Lot).

6.6 Other security devices

An Owner and Occupier must have consent from the Owners Corporation to install any type of security device not contemplated by this clause 6. The Owners Corporation will generally consent to the installation of other security devices if:

- (a) the device is in keeping with the appearance of the Frangipani Buildings;
- (b) the device is not likely to cause a nuisance to or interfere with the enjoyment of Owners or Occupiers;
- (c) the device is not likely to cause damage to a Lot;
- (d) the device is not likely to be a danger to Owners and Occupiers in the Frangipani Buildings; and
- (e) the device complies with the Building Code of Australia (as defined in the Environmental Planning and



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Assessment Regulation 2000) and other applicable laws and regulations.

6.7 CCTV system

(a) Despite any other provision of this clause 6, the consent of the Owners Corporation is not required for the installation of CCTV systems.

(b) An Owner and Occupier must not permit any aerial, transmitting or receiving equipment to be a nuisance to any Owner or Occupier or neighbouring properties and if required, any such aerial, transmitting or receiving equipment must be approved by the Australian Communications & Media Authority.

SCH1. Barbecues

7

7.1 Your rights

An Owner and Occupier may store and operate a portable barbeque on the balcony of your Lot if:

- (a) it is a type permitted under this clause 7;
- (b) it will not (or is not likely to) cause damage;
- (c) it is not (or is not likely to become) dangerous;
- (d) you keep it covered when you are not operating it;
- (e) you keep it clean and tidy; and
- (f) you comply with this clause 7.

7.2 Types of portable barbeques

The types of barbeque permitted under this clause 7 are:

- (a) a covered kettle style portable barbeque;
- (b) a covered gas portable barbeque fitted with a gas cylinder of a maximum capacity of 4.5 kg;
- (c) an electric portable barbeque; or
- (d) any other type approved by the Owners Corporation.

Solid fuel burning barbeques are prohibited.

7.3 Operating a portable barbeque

An Owner and Occupier may operate a barbeque only during the hours of 9.00am and 9.00 pm (or during other hours approved by the Owners Corporation).

7.4 Interference

If an Owner and Occupier use a portable barbeque on the balcony of a Lot, the Owner and Occupier must not create smoke, odours or noise which unreasonably interferes with another Owner or Occupier.

SCH1. External Signage

8

8.1 Signage

An Owner and occupier must not erect, affix or display a sign in a Lot elsewhere in the Building.

8.2 Powers of the Owners Corporation

The Owners Corporation has the power to require an Owner and Occupier to remove any signage the Owner and Occupier have placed, installed or retained in part of the frangipani Buildings.

8.3 Developer to erect Signage

Whilst the Developer, or a related entity, is the owner of a lot in the Strata Plan, the:

- (a) Developer may erect signage and any advertising as determined by the Developer in the Developer's sole



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discretion on the roof of the Building; and
(b) clause 8.2 does not apply.

SCH1. Works in Common Property

9

9.1 Common Property

If an Owner or Occupier proposes to carry works in the Common Property, the Owner or Occupier must obtain consent from the Owners Corporation before carrying out the works. However, the Owner and Occupier do not need consent from an Owners Corporation:

- (a) to carry out minor works inside the Lot (eg. hanging pictures or installing shelving); or
- (b) if the works are Works and the Owner and Occupier have complied with clause 10.

SCH10 Works affecting the external appearance of the Frangipani Buildings

10.1 General obligations

If an Owner or Occupier proposes to carry out works to the external appearance of the Frangipani Buildings, the Owner and occupier must obtain consent from the Owners Corporation before carrying out the works.

10.2 Powers of the Owner Corporation

The Owners Corporation has the power to require the Owner and Occupier to remove any item the Owner and Occupier has placed, installed or retained in part of the Frangipani Buildings if it alters the external appearance of the Frangipani Buildings and if;

- (a) the Owner and Occupier does not have consent from the Owners Corporation or relevant Government Agencies;
- (b) it detrimentally affects the external appearance of the Frangipani Buildings; or
- (c) it is in breach of a provision under the easements, restrictions on the use of land or positive covenants or the development consents applicable to the Frangipani Buildings.

10.3 Colour schemes and paint work

The Owner and Occupier must have consent from the Owners Corporation to change the colour or surface of any wall, window, door, floor ceiling or other surface in a Lot if:

- (a) the wall, window, door floor, ceiling or other surface is visible from outside the Lot; and
- (b) the proposed colour or surface changes or is not in keeping with the external appearance of the Frangipani Buildings.

SCH11 Acoustic controls

11.1 Purpose

The purpose of this clause 11 is to maintain acceptable levels and duration of noise transmission between the Frangipani Buildings. It is important that an Owner and Occupier attempt to minimise noise created which might interfere with Owner or Occupiers. To achieve this, this clause 11 provides controls about important issues like holding parties and playing musical instruments.

11.2 General obligations

The requirements in this clause 11 are at all times subject to any nuisance or interference which may be generated by particular activities. For example, under clause 11.7 an Owner and Occupier may practice or play musical instruments between certain hours. However, an Owner and Occupier must not play a particular type of instrument or play the instrument at any time if this will unreasonably interfere with another Owner or Occupier.



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11.3 Noise which affects an Owner or Occupier

Subject to this clause 11, an Owner and Occupier must not make noise which might unreasonably interfere with the use and enjoyment by another Owner Or Occupier of their Lot.

11.4 Equipment and machinery

An Owner and Occupier must ensure that equipment and machinery in its Lot does not cause vibrations or noise in another part of the Frangipani Buildings (eg. tread mills, weight machines or washing machines).

11.5 Using Power Tools

An Owner or Occupier may use power tools (for example, impact drills, electric saws or angle grinders) only between the hours of 7.30 am to 5.30 pm Mondays to Fridays and 9.00 am to 3.00 pm on Saturdays. An Owner and Occupier must not use power tools on Sundays or public holidays in New South Wales.

11.6 Playing musical instruments

Subject to this clause 11, an Owner or Occupier may play or rehearse on musical instruments (other than percussion instruments) only between 9.00am to 8.00 pm. The Owner and Occupier must not play or rehearse on percussion instruments.

11.7 Playing music

Subject to this clause 11, an Owner and Occupier must not play live or other music which exceeds 65dB(A) at the boundary of the Lot before 7.00 am or after 11.00 pm.

11.8 Inside a Lot

An Owner and Occupier must not:

- (a) carry out exercises in the Lot which result in rapid foot impact on the floor (for example, aerobics or running on the spot) if this causes noise or vibrations in adjoining Lots; or
- (b) unnecessary create noise or vibration by knocking or banging against walls separating your Lot from another Lot.

SCH12 Hanging of washing and other items

An Owner or Occupier must not have any washing or dryer facilities or hang any washing, bedding, towels, swimwear, swimsuits or other articles of a similar nature on any part of the Building including from the balcony, terrace or courtyard of a Lot.

SCH13 Pollution

An Owner and Occupier must not engage in any activity that may or does give rise to air pollution (including odour), offensive noise or pollution of land and/or water as defined in the Protection of the Environment Operations Act 1997 (NSW).

SCH14 Some prohibitions

An Owner and Occupier must not:

- (a) attach anything to or hang anything from a balcony, terrace or courtyard;
- (b) install a solid fuel burning appliance in the Building.
- (c) enclose the balcony, terrace or courtyard of a Lot; or



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(d) attach or hang an aerial, security device or wires outside a Lot or the Building.

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

1 Pre-Meeting & Electronic Voting

Registration Date: 20/12/2021

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.

2 Absolution of Maintenance Lot Fittings & Fixtures

Registration Date: 20/12/2021

PART 1 - Introduction and Intent

- a. This By-law has been drafted from the NSW Land and Property Information (now NSW Land Registry Services) 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 106 and 107 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,

Report Date: 20th December 2021



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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 2015 (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 101165
- 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 include references to amending and replacing legislation.

PART 3 - Terms and Conditions

In accordance with section 106 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

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



Electronic signature of me, Anna De la Torre, signed by me, on
20/12/2021 at 5:24 pm
Property & Stock Agent Act 2002 Licence No 867112

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- d. Sinks and insinkerators
- e. Ovens, Stoves and Cook Tops
- f. All lights, light fittings, exhaust fans and rangehood's that only service the lot, wherever located, including ducting and external ventilation points

3.4 Floor Coverings

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

3.5 Balcony/Courtyard Areas

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

3.6 Electrical Fittings & Appliances

- a. All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling
- b. All electrical sockets and wall plates
- c. Electrical main and sub-main that services only one lot including fuses wherever located
- d. Smoke Detectors that only service one lot
- e. Alarm Systems that only service one lot
- f. Individual Garage Door Motors
- g. Telephone, Television, cable television and internet wall plates and cabling that only services one lot, wherever located
- h. Split system and ducted Air-conditioning systems, including condenser units and all associated equipment wherever located that only service one lot;
- i. Ceiling Fans
- j. Electrical or Gas Hot Water Heaters and all associated equipment that only service one lot, wherever located.
- k. Any general appliance, such as a dishwasher, microwave oven, clothes dryer or other that is designed to only service a single lot.

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.

Report Date: 20th December 2021

Form: 15CH
Release: Quarry

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales

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

**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 101165

(B) LODGED BY

573X	Document Collection Box	Name		CODE CH
		Company	Network Strata Services Pty Limited	
		Address	P O BOX 265 HURSTVILLE BC NSW 1481	
		E-mail	admin@netstrata.com.au Contact Number 1300 638 787	
		Customer Account Number	123421L Reference 101165	

- (C) The Owner-Strata Plan No. 101165 certify that a special resolution was passed on 23/9/2021
- (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 1,2
 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.
 The seal of The Owners - Strata Plan No. 101165 was affixed on 20/12/2021 in the presence of the
 (G) person 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 20/12/2021 at 5:24 pm
 Name : Anita Dalag- Netstrata Property & Stock Agent Act 2002 Licence No 867112
 Authority : Appointed Managing Agent
 Signature : _____
 Name : _____
 Authority : _____

Approved Form 10

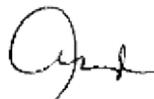
Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme SP101165:

*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 No was affixed on in the presence of the person 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 20/12/2021 at 5:24 pm
Property & Stock Agent Act 2002 Licence No 867112

Name: **Anita Dalag of Netstrata**

Authority: **Appointed Managing Agent**

Owners Corporation Consent

Strata Scheme No 101165

Date 20 December 2021

CP/SP 101165

Owners Corporation consent to the registration of Consolidation of Registered By-Laws of SP 101165

Dear NSW LRS,

I am the person authorised for Owners Corporation SP 101165 by section 273 Strata Schemes Management Act 2015.

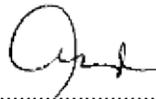
I Consent to the registration of the following documents that have been lodged over the Land:

- 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 was affixed on 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 20/12/2021 at 5:24 pm
Property & Stock Agent Act 2002 Licence No 867112

^ Insert appropriate date CC

“WARNING”

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

Applicant Details

Your reference 223277

FLASH CONVEYANCING
PO BOX 628
RIVERSTONE NSW 2765

Certificate Details

Certificate no.	PL2022/06339	Fee: \$53.00
Date issued	29 April 2022	Urgency fee: N/A
Receipt no.	ePay Ref 210718	

Property information

Property ID	399678	Land ID	398035
Legal description	LOT 4 SP 101165		
Address	G 4/14A ISLA STREET SCHOFIELDS NSW 2762		
County	CUMBERLAND	Parish	GIDLEY

PLANNING CERTIFICATE (Section 10.7(2))

Blacktown City Council prepared this Planning Certificate under Section 10.7 of the *Environmental Planning and Assessment Act 1979*. The form and content of the Certificate is consistent with Schedule 4 of the *Environmental Planning and Assessment Regulation 2000*.

Disclaimer

Blacktown City Council gives notice and points out to all users of the information supplied herein, that the information herein has been compiled by Council from sources outside of Council's control. While the information herein is provided with all due care and in good faith, it is provided on the basis that Council will not accept any responsibility for and will not be liable for its contents or for any consequence arising from its use, and every user of such information is advised to make all necessary enquiries from the appropriate organisations, institutions and the like.

Blacktown City Council also gives notice to all users of the information supplied herein, wherever any particular enquiry herein remains unanswered or has not been elaborated upon, such silence should not be interpreted as meaning or inferring either a negative or a positive response as the case may be.

Section 10.7(2)

The following information is provided under Section 10.7(2) of the *Environmental Planning and Assessment Act 1979*. The information relates to the subject land at the date of this Certificate.

This Note only applies to land affected by one or more of the previous State Environmental Planning Policies (SEPPs), where applicable:

- 1. State Environmental Planning Policy (Sydney Region Growth Centres) 2006**
- 2. State Environmental Planning Policy (State Significant Precincts) 2005**
- 3. Sydney Regional Environmental Plan No 30—St Marys**
- 4. State Environmental Planning Policy (Western Sydney Parklands) 2009**
- 5. State Environmental Planning Policy (Western Sydney Employment Area) 2009**
- 6. State Environmental Planning Policy (Western Sydney Aerotropolis) 2020.**

Please note that the above SEPPs were repealed on 1 March 2022. From the 1 March 2022, the following State Environmental Planning Policies apply as follows:

- ***State Environmental Planning Policy (Precincts – Central River City) 2021 applies where:***
 - o Appendix 3, 4, 6, 7 or 12 of repealed State Environmental Planning Policy (Sydney Region Growth Centres) 2006 applied.***
 - o Appendix 7 or 10 of repealed State Environmental Planning Policy (State Significant Precincts) 2005 applied.***
- ***State Environmental Planning Policy (Precincts – Western Parklands City) 2021 applies where:***
 - o Appendix 5 of repealed State Environmental Planning Policy (Sydney Region Growth Centres) 2006 applied.***
 - o Sydney Regional Environmental Plan No 30—St Marys applied.***
 - o State Environmental Planning Policy (Western Sydney Parklands) 2009 applied.***
 - o State Environmental Planning Policy (Western Sydney Employment Area) 2009 applied.***
 - o State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 applied.***

Any reference to repealed SEPPs numbered 1-6 above in this Certificate means either of the SEPPs identified above.

Note that the content of the SEPP has not changed.

1. Names of relevant planning instruments and development control plans

1.1 Environmental Planning Instrument

As at the date of this certificate the abovementioned land is not affected by Blacktown Local Environmental Plan 2015.

The land is affected by the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*.

1.2 Proposed Local Environmental Plans

On 16 August 2021, Council placed a housekeeping amendment Planning Proposal to amend Blacktown Local Environmental Plan 2015.

The proposal amends:

- Clause 4.1AA Minimum subdivision lot size for community title schemes, and Clause 4.1A Minimum subdivision lot size for strata plan schemes, to remove inconsistency with Clause 4.1(4) Minimum subdivision lot size,
- Clause 4.1 C relating to the subdivision of a lawfully erected dual occupancy development on a corner lot, by including an objective and clarifying what is defined as a corner lot, and
- Schedule 1 – Additional permitted uses to update the legal description of No 22 John Hines Avenue, Minchinbury
- A copy of the Planning Proposal is available on the NSW Planning Portal:
<https://pp.planningportal.nsw.gov.au/ppr/pre-exhibition/housekeeping-amendment-no2-blacktown-local-environmental-plan-2015>

1.3 State Environmental Planning Policies

Attachment 1 contains a list of State Environmental Planning Policies that may apply to the carrying out of development on the subject land.

1.4 Proposed State Environmental Planning Policies

The following draft State Environmental Planning Policies (SEPPs) or Explanation of Intended Effects (EIE) are currently on exhibition or have been exhibited. For further information refer to <https://www.planningportal.nsw.gov.au/draftplans>

- The draft State Environmental Planning Policy (Design and Place) 2021 and supporting guides were placed on exhibition on 10 December 2021. The draft State Environmental Planning Policy (Design and Place) 2021 will supersede the existing State Environmental Planning Policy No 65 – Design Quality of Residential Apartment Development, and State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004, with relevant provisions transferred across.

- The NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 29 October 2021 to 30 November 2021 to amend State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (Fun SEPP).
- The amendment proposes to support hospitality, events and arts industries through the use of exempt and complying development. For more information visit <https://www.planningportal.nsw.gov.au/the-fun-SEPP>
- The NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 31 March to 9 May 2021 to amend State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (Building Business Back Better).
- The NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect between 31 March and 12 May 2021 to review Clause 4.6 of the Standard Instrument Local Environmental Plan
- The NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 2 March to 16 March 2020 to amend State Environmental Planning Policy (State and Regional Development) 2011 to facilitate the efficient delivery of upgrades to existing water treatment facilities in NSW
- The NSW Department of Planning, Industry and Environment exhibited and Explanation of Intended Effect from 20 November to 17 December 2020 to amend the Infrastructure SEPP related to health services facilities.
- The NSW Department of Planning, Industry and Environment exhibited and Explanation of Intended Effect from 20 November to 17 December 2020 to amend the State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
- The NSW Department of Planning, Industry and Environment exhibited and Explanation of Intended Effect from 26 August to 2 November 2020 to recommend the creation of a new State Environmental Planning Policy for strategic conservation planning
- The NSW Department of Planning, Industry and Environment exhibited a Flood Prone Land Package from the 30 April to 25 June 2020
- The NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 7 September to 28 September 2018 to amend State Environmental Planning Policy (Sydney Region Growth Centres) 2006
- The NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect between 31 October 2017 and 31 January 2018 for the proposed Environment SEPP.

1.5 Development control plans

As at the date of this certificate the abovementioned land is affected by the NSW Government's *Blacktown City Council Growth Centre Precincts Development Control Plan 2018*.

Blacktown Development Control Plan 2015 generally does not apply to land that a Precinct Plan applies to, except where specifically referred to in the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* or the *Growth Centre Precincts Development Control Plan 2018*.

2. Zoning and land use under relevant environmental planning instruments

The following information will assist in determining how the subject land may be developed. It is recommended that you read this section in conjunction with a full copy of any relevant environmental planning instrument as there may be additional provisions that affect how the land may be developed.

2.1 Zoning

Under *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*, the land is zoned:

Zone R3 Medium Density Residential

Below is an extract from the principal Environmental Planning Instrument, outlining the types of development that may or may not be carried out in the above zone.

2 Permitted without consent

Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Group homes; Manor homes; Multi dwelling housing; Neighbourhood shops; Places of public worship; Residential flat buildings; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing; Studio dwellings; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Boat repair facilities; Boat sheds; Business premises; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Electricity generating works; Entertainment facilities; Extractive industries; Freight transport facilities; Function centres; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industries; Information and education

facilities; Marinas; Mortuaries; Office premises; Passenger transport facilities; Port facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Restriction facilities; Retail premises; Rural supplies; Rural workers' dwellings; Service stations; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Waste management facilities; Waste or resource management facilities; Wholesale supplies.

2.2 Minimum land dimensions for the erection of a dwelling house

Not applicable

2.3 Critical habitat

The land does not include or comprise a critical habitat.

Note: Critical habitat registers are kept by the National Parks and Wildlife Service under the *Threatened Species Conservation Act 1995* and the Department of Fisheries under the *Fisheries Management Act 1994*.

2.4 Conservation areas

The land is not within a conservation area.

2.5 Environmental Heritage

The land does not contain an item of environmental heritage under the protection of State Environmental Planning Policy (Sydney Region Growth Centres) 2006

3. Complying development

Complying development may or may not be carried out on the subject land under an Environmental Planning Policy. Council does not have sufficient information to determine the extent to which specific complying development may or may not be carried out.

4. Coastal protection

The subject land is not affected by the operation of Sections 38 or 39 of the *Coastal Protection Act, 1979*.

5. Mine subsidence

The subject land has not been proclaimed to be a mine subsidence district within the meaning of Section 15 of the *Mine Subsidence Compensation Act 1961*.

6. Road widening and road realignment

The subject land is not affected by road widening or road realignment under an environmental planning instrument.

7. Council and other public authority policies on hazard risk restrictions

7.1 Contaminated Lands Policy and Asbestos Policy (Schedule 6)

Council has adopted a Contaminated Lands Policy and an Asbestos Policy which may restrict development on the subject land.

The Land Contamination Policy applies when zoning or land use changes are proposed on land which has previously been used for certain purposes or has the potential to be affected by such purposes undertaken on nearby lands. The Asbestos Policy applies where land contains, or is likely to have contained in the past, buildings or structures that were erected prior to the banning of asbestos. Both policies should be considered in the context of relevant State legislation and guidelines.

Council's records may not be sufficient to determine all previous uses on the land, or determine activities that may have taken place on this land.

7.2 Other policies on hazard risk restrictions

Council has not adopted any other policies to restrict the development of the subject land by reason of the likelihood of landslip, bushfire, tidal inundation, subsidence or the occurrence of acid sulphate soils.

Note: Although Council has not adopted a specific policy to restrict development bushfire prone land, it is bound by state-wide bushfire legislation that may restrict development on the subject land. Additional information relating to bushfire prone land is provided at point 11 below.

7a. Flood related development controls information

The Flood Inundation maps prepared by Council are based on results of Engineering flood studies commissioned by Government authorities or Council. The information provided in this section is general advice based on Council's current adopted flood mapping. For more detailed flood information, please contact Council's Flooding Section and/or email Floodadvice@blacktown.nsw.gov.au

8. Land reserved for acquisition

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 makes provision for land included on the Land Reservation Acquisition Map to be acquired by a public authority.

9. Contributions plans

Council currently levies contributions under Section 7.11 of the *Environmental Planning & Assessment Act 1979* for facilities and services. The further development of the subject land may incur such contributions.

Contributions Plan No. 20 - Riverstone and Alex Avenue Precincts applies to the subject land.

9a. Biodiversity certified land

The land is biodiversity certified land as defined by Part 7AA of the *Threatened Species Conservation Act 1995*.

10. Biobanking agreements

The land is not subject to any biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995*.

11. Bushfire prone land

The Rural Fires and Environmental Assessment Legislation Amendment Act 2002, which came into force on 1 August 2002, introduced development provisions for bush fire prone land as shown on a Bush Fire Prone Land Map. "Bush fire prone land" is land that has been designated by the Commissioner of the NSW Rural Fire Service as being bush fire prone due to characteristics of vegetation and topography. The land the subject of this certificate has been identified on Council's Bush Fire Prone Land Map as being:

Vegetation Category 1

On land that is bush fire prone, certain development may require further consideration under Section 4.14 or Section 4.46 of the *Environmental Planning & Assessment Act 1979* and under Section 100B of the *Rural Fires Act 1997*.

12. Property vegetation plans

The subject land is not affected by a property vegetation plan under the *Native Vegetation Act 2003*. The Blacktown local government area is excluded from the operation of the *Native Vegetation Act 2003* (refer Schedule 1 Part 3 of that Act).

13. Orders under *Trees (Disputes Between Neighbours) Act 2006*

No. Council has not been notified of any order made under the *Trees (Disputes Between Neighbours) Act 2006* in relation to the subject land.

14. Site compatibility certificates and conditions for seniors housing

Land to which this Certificate applies is not subject to the above.

15. Site compatibility certificates for infrastructure

Land to which this Certificate applies is not subject to the above.

16. Site compatibility certificates and conditions for affordable rental housing

Land to which this Certificate applies is not subject to the above.

17. Paper subdivision information

Not applicable

18. Site verification certificates

Council is not aware of any site verification certificate applying to the subject land.

Under the *Contaminated Land Management Act 1997* and *Contaminated Land Management Amendment Act 2008*

- (a) The land to which this certificate relates has not been declared to be significantly contaminated land at the date when the certificate was issued
- (b) The land to which the certificate relates is not subject to a management order at the date when the certificate was issued
- (c) The land to which this certificate relates is not the subject of an approved voluntary management proposal at the date when the certificate was issued
- (d) The land to which this certificate relates is not subject to an ongoing maintenance order as at the date when the certificate was issued
- (e) The land to which this certificate relates is not the subject of a site audit statement provided to the Council.

19. Affected building notices and building product rectification orders

19.1 Affected building notices

Council is not aware of any affected building notice in force for the subject land.

19.2 Building product rectification orders

- (a) Council is not aware of any building product rectification order in force for the subject land.
- (b) Council is not aware of any notice of intention to make a building product rectification order being given for the subject land.

Attachment 1 – State Environmental Planning Policies

In addition to the principal environmental planning instrument identified in section 2.1 of this Certificate, the following State Environmental Planning Policies may also affect the development on the subject land:

State Environmental Planning Policy (Housing) 2021

The principles of this policy include to enable development of diverse housing types, including purpose-built rental housing, encourage the development of housing that will meet the needs of housing that will meet the needs of low income, vulnerable and seniors and people with a disability, and ensure housing developments with reasonable level of amenity.

This policy is the consolidation of repealed policies including the Affordable Rental Housing SEPP (2009), Housing for Seniors SEPP (2004), SEPP No 21 Caravan Parks, SEPP 70 Affordable Housing.

Note that General savings provisions apply for the repealed instruments in accordance with Schedule 7 Savings and transitional provisions of Housing SEPP 2021.

State Environmental Planning Policy (Building Sustainability Index (BASIX) 2004

This policy aims to ensure consistency in the implementation of the BASIX scheme throughout the State by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

This policy is proposed to be repealed and consolidated into the draft Design and Place SEPP 2021 which is on exhibition until 28 February 2022.

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

This policy is also known as the Codes SEPP and includes a number of Codes that allow for certain types of development to be undertaken without the need for council approval as either Exempt Development or approved under a fast track system known as Complying Development, if the relevant standards are met.

State Environmental Planning Policy No 65 - Design Quality of Apartments

This policy aims to improve the design quality of residential apartment development through the application of 9 design quality principles. The policy also provides requirements for a constituted design review panel to provide independent expert advice to council on the merit of residential flat

developments. A design review panel is not mandatory.

This policy is proposed to be repealed and consolidated into the draft Design and Place SEPP 2021 which is on exhibition until 28 February 2022.

State Environmental Planning Policy (Biodiversity and Conservation) 2021

The SEPP contains:

- planning rules and controls for the clearing of native vegetation in NSW on land zoned for urban and environmental purposes that is not linked to a development application.
- the land use planning and assessment framework for koala habitat.
- provisions which establish a consistent and co-ordinated approach to environmental planning and assessment along the River Murray.
- provisions seeking to protect and preserve bushland within public open space zones and reservations.
- provisions which aim to prohibit canal estate development.
- provisions to support the water quality objectives for the Sydney drinking water catchment.
- provisions to protect the environment of the Hawkesbury-Nepean River system.
- provisions to manage and improve environmental outcomes for Sydney Harbour and its tributaries.
- provisions to manage and promote integrated catchment management policies along the Georges River and its tributaries.
- provisions which seek to protect, conserve and manage the World Heritage listed Willandra Lakes property.

State Environmental Planning Policy (Industry and Employment) 2021

This SEPP contains planning provisions:

- applying to employment land in western Sydney.
- for advertising and signage in NSW.

State Environmental Planning Policy (Planning Systems) 2021

The Planning Systems SEPP:

- identifies State or regionally significant development, State significant Infrastructure, and critical State significant infrastructure.
- provides for consideration of development delivery plans by local Aboriginal land councils in planning assessment.
- allows the Planning Secretary to elect to be the concurrence authority for certain development that

requires concurrence under nominated State environmental planning policies.

State Environmental Planning Policy (Primary Production) 2021

This SEPP contains planning provisions:

- to manage primary production and rural development including supporting sustainable agriculture.
- for the protection of prime agricultural land of state and regional significance as well as regionally significant mining and extractive resources.

State Environmental Planning Policy (Precincts - Central River City) 2021

This SEPP contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area.

The precincts in this SEPP are located in the Central River City.

This city is based the strategic planning vision of the 'three cities' regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

State Environmental Planning Policy (Precincts - Western Parkland City) 2021

This SEPP contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area.

The precincts in this SEPP are located in the Western Parkland City.

This city is based the strategic planning vision of the 'three cities' regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

State Environmental Planning Policy (Resilience and Hazards) 2021

This SEPP contains planning provisions:

- for land use planning within the coastal zone, in a manner consistent with the objects of the Coastal Management Act 2016.
- to manage hazardous and offensive development.
- which provides a state-wide planning framework for the remediation of contaminated land and to minimise the risk of harm.

State Environmental Planning Policy (Resources and Energy) 2021

This SEPP contains planning provisions:

- for the assessment and development of mining, petroleum production and extractive material resource proposals in NSW.
- which aim to facilitate the development of extractive resources in proximity to the population of the Sydney Metropolitan Area by identifying land which contains extractive material of regional significance.

State Environmental Planning Policy (Transport and Infrastructure) 2021

This SEPP contains planning provisions:

- for infrastructure in NSW, such as hospitals, roads, railways, emergency services, water supply and electricity delivery.
- for child-care centres, schools, TAFEs and Universities.
- planning controls and reserves land for the protection of three corridors (North South Rail Line, South West Rail Link extension and Western Sydney Freight Line).
- the land use planning and assessment framework for appropriate development at Port Kembla, Port Botany and Port of Newcastle.

End of Certificate

28 April 2022

Infotrack Pty Limited

Reference number: 8001612857

Property address: U G04/14A Isla St Schofields NSW 2762

Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

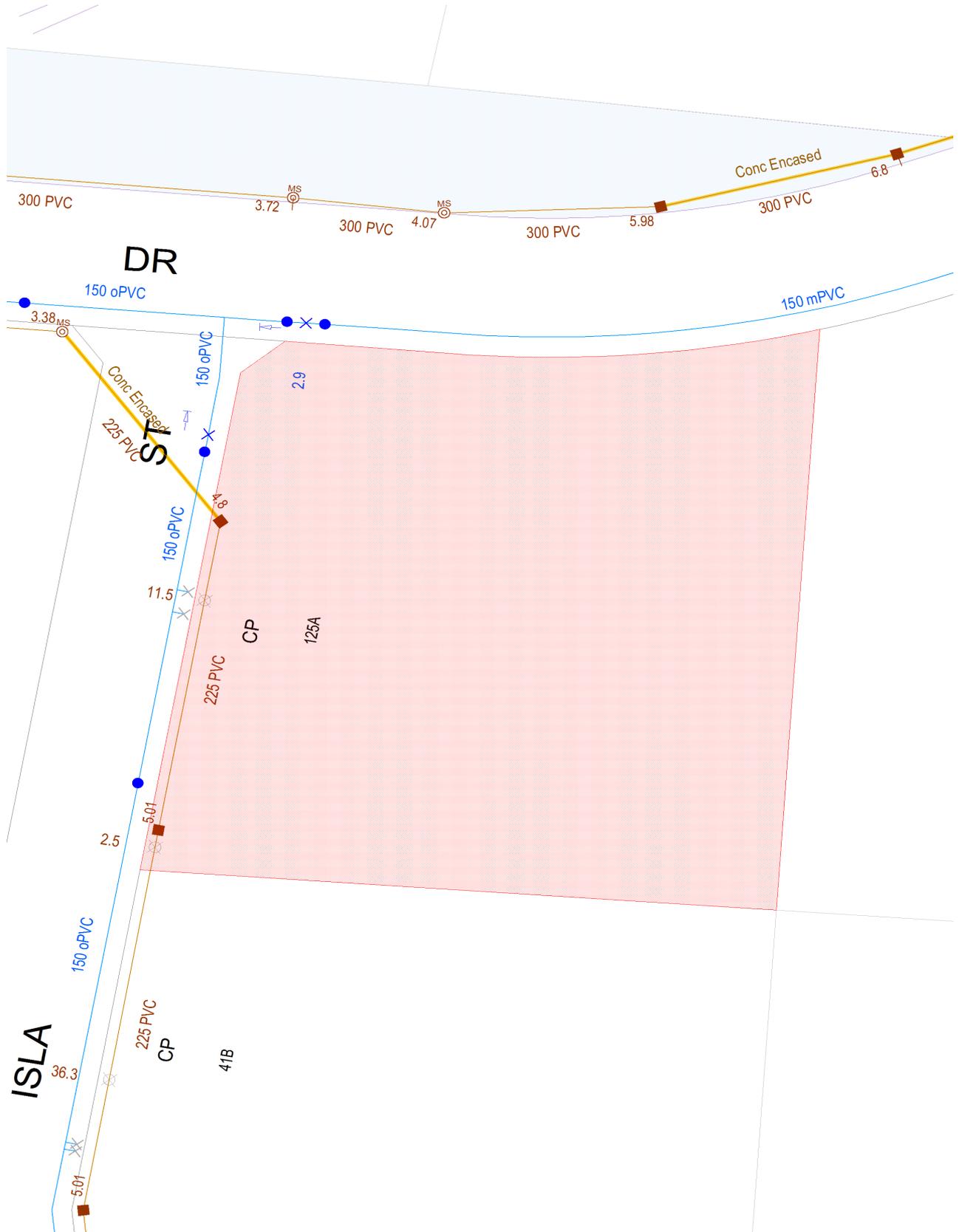
The fee you paid has been used to cover the cost of searching our records.

Yours sincerely



Greg Staveley
Manager Business Customers

Service Location Print
Application Number: 8001612858



Document generated at 28-04-2022 04:40:12 PM

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

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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

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**.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: Melinda Elizabeth Latimer
Purchaser:
Property: G04/14A Isla Street, Schofields NSW 2762
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)* :
 - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;

- (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
17. If a swimming pool is on the common property:
- (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
18. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

19. In respect of the property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any resumption or acquisition or proposed resumption or acquisition?
 - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (v) any realignment or proposed realignment of any road adjoining them?
 - (vi) any contamination of them?

Owners corporation management

20. Has the initial period expired?
21. If the property includes a utility lot, please specify the restrictions.
22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

24. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

Occupation Certificate

Issued under the Environmental Planning and Assessment Act 1979
Sections 6.4 (c), 6.9 & 6.10

Certificate No.:	20/0311-06
Subject land: Lot & DP:	Pelican Road, (AKA 125 Jerralong Drive) Schofields NSW 2762 Lot 6, DP 1223464
Applicant: Address: Contact:	Frangipani 88 Development Pty Ltd. PO Box 4081, Strathfield South NSW 2136 raf@aland.com.au
Owner:	Schofields 88 (No. 1) Pty Ltd.
Type of Certificate:	Interim
Determination:	Approved
Attachments:	<ul style="list-style-type: none">Other documentation relied uponFinal Fire Safety Certificate (including CI 155(1)(f) details)Amended Fire Safety Schedule
Whole/Part of building works: Description of part (if applicable): BCA Classification:	Part Excludes minor external works Class 2 & 7a
Land & Environment Court O/N: Consent Authority: DA No.: LGA:	2017/00069602 & S4.56 MOD Land & Environment Court of NSW JRPP-16-03332 Blacktown City Council
Construction Certificate No's.: Date:	20/0311-01, 20/0311-02, 20/0311-03, 20/0311-04 & 20/0311-05 26/08/2020, 1/10/2020, 1/12/2020, 20/05/2021 & 4/06/2021
Accreditation Level: Registration No.: Accreditation Body:	Registered Certifier – Building Surveyor Unrestricted BDC 2515 NSW Fair Trading

I certify that:

- the health and safety of the occupants of the building have been taken into consideration where an interim occupation certificate is being issued, and
- a current development consent or complying development certificate is in force for the building, and
- if any building work has been carried out, a current construction certificate (or complying development certificate) has been issued with respect to the plans and specifications for the building, and
- the building is suitable for occupation or use in accordance with its classification under the Building Code of Australia, and
- a fire safety certificate has been issued for the building, and
- a report from the Fire Commissioner has been considered (if required).

Signed:



Maurice Freixas
Registered Certifier

Determination Date: 23/07/2021