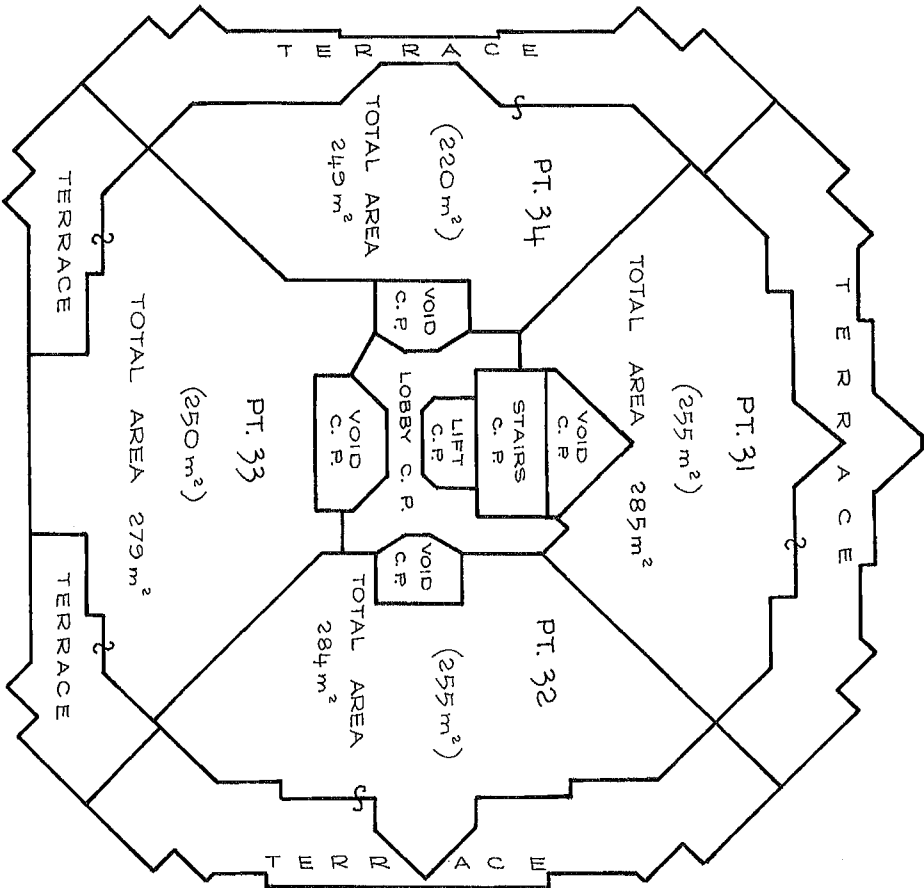


FOURTH FLOOR PLAN



NOTES :-

1. C.P. - COMMON PROPERTY.
2. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA TITLES ACT AND ARE APPROXIMATE ONLY.
3. THE TERRACES EXTEND TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.

Reduction Ratio 1: 200

Lengths are in metres

Kevin T. Brown
 Registered Surveyor

Registered Surveyor

Malcolm
 Council Clerk

SURVEYOR'S REFERENCE: S.11134 X (10514) P.2095



RPL

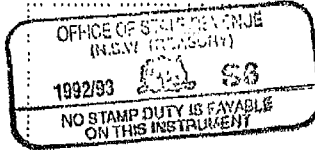
LEASE

Real Property Act, 1900



I
336407 R

D



Office of State Revenue use only

(A) **PROPERTY LEASED**

Show no more than 20 References to Title.
Specify the part or premises if appropriate.

Certificate of Title Folio Identifier 100/816354
PART being the premises shown on the plan hereto annexed marked "A" and thereon described as "Substation Premises No. 16425 "Pacific St. 8"" hereinafter called the "demised premises" together with right of way and easement referred to in clauses 1 and 2 of Annexure "B" hereto.

(B) **LODGED BY**

L.T.O. Box 1029 46X	Name, Address or DX and Telephone M. J. ARMSTRONG Barrier Perry & Purcell, Solicitors 167 Macquarie Street, Sydney 221 3877 DX 109 SYDNEY
REFERENCE (max. 15 characters): 924843CB	

(C) **LESSOR**

BAY HOMEUNIT PTY LIMITED (ACN 003 164 163)

(D) The lessor leases to the lessee the property described above subject to the following ENCUMBRANCES

1. E.286666
2.
3.
4.

(E) **LESSEE**

L	<i>[Signature]</i>	SYDNEY ELECTRICITY
	<i>[Signature]</i>	X as joint tenants/tenants in common

(G) 1. **TERM:** Ninety-nine (99) years at a rental of Ten cents (\$0.10) per annum payable at the expiration of the said term (if demanded)

2. **COMMENCING DATE:** 1/3/1993

3. **TERMINATING DATE:** 28/2/2092

4. ~~With an OPTION TO RENEW for a period of _____ set out in~~

5. ~~With an OPTION TO PURCHASE set out in~~

6. Together with and reserving the RIGHTS set out in Annexure "B" hereto

7. Incorporates the provisions set out in ANNEXURE "B" hereto.

8. Incorporates the provisions set out in MEMORANDUM No. W578000 filed in the Land Titles Office.

INSTRUCTIONS FOR FILLING OUT THIS FORM ARE AVAILABLE FROM THE LAND TITLES OFFICE

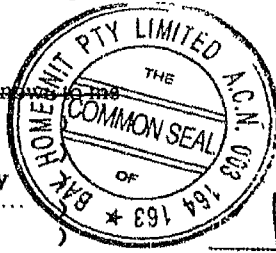
CHECKED BY (office use only)

[Signature]

(H) We certify this dealing correct for the purposes of the Real Property Act, 1900

DATE OF EXECUTION

Signed in my presence by the lessor who is personally known to me
THE COMMON SEAL of
BAY HOMEUNIT PTY LIMITED
was hereunto affixed by authority
of the Board of Directors in the
presence of



[Handwritten Signature]
Director

[Handwritten Signature]
Name of Witness (BLOCK LETTERS)

Secretary

Address of Witness

Signature of Lessor

Signed in my presence by the lessee who is personally known to me
SIGNED SEALED AND DELIVERED for and on)
behalf of SYDNEY ELECTRICITY by)
Brian Charles GRAHAM)
its duly constituted Attorney pursuant)
to Power of Attorney registered Book)
3864 No. 86 who declares that he holds)
the position set out beneath his)
signature:.....)

[Handwritten Signature]
Manager - Property & Insurance
Group

Name of Witness (BLOCK LETTERS)

[Handwritten Signature]
Witness

Address of Witness

Signature of Lessee

~~(I) I solemnly and sincerely declare that the time for the exercise of the Option to Renew/Purchase in expired lease No. has ended and the lessee under that lease has not exercised the option. I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act, 1900. Made and subscribed at in the State of on 19..... in the presence of~~

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address of Witness

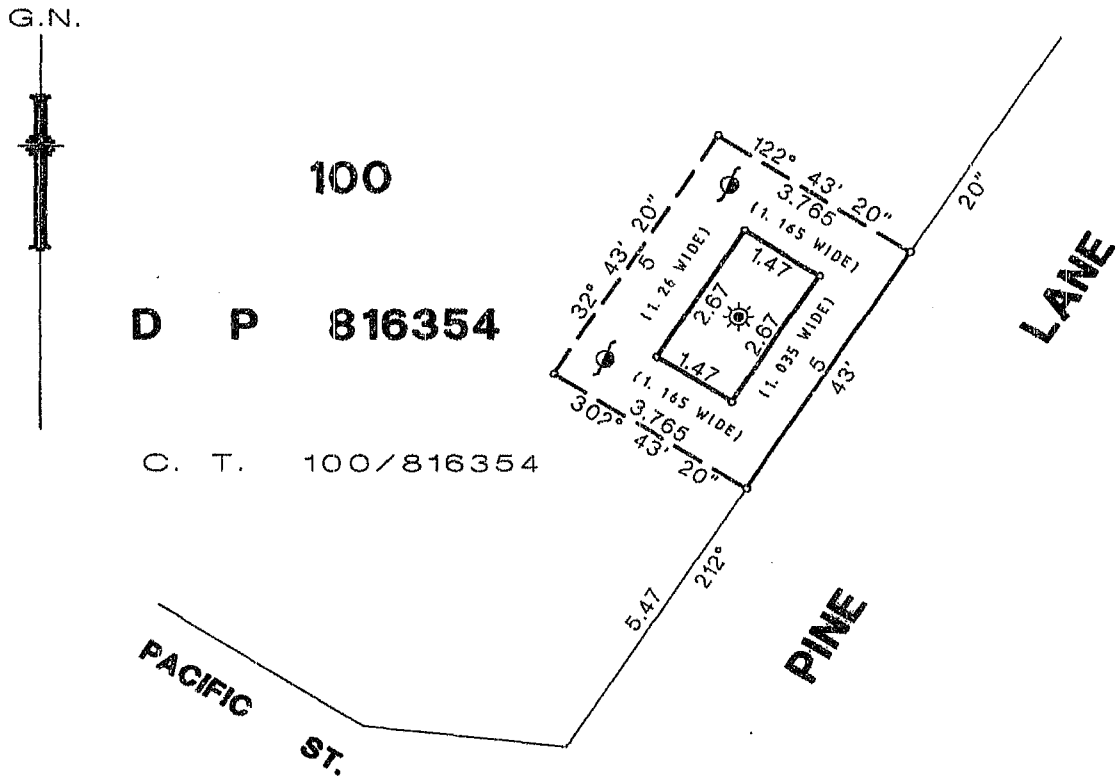
Signature of Lessor

MUNICIPALITY OF MANLY
 LOCALITY : MANLY

PLAN
SHOWING SUBSTATION PREMISES No.16425
RIGHT OF WAY AND EASEMENT FOR ELECTRICITY
PURPOSES WITHIN C.T. FOL. IDENTIFIER 100/816354

PARISH OF MANLY COVE COUNTY OF CUMBERLAND

REDUCTION RATIO 1:100



THIS MARGIN TO REMAIN FREE OF NOTATION

SUBSTATION PREMISES
No.16425

"PACIFIC ST. 8"

RIGHT OF WAY AND EASEMENT FOR ELECTRICITY PURPOSES

THE STRUCTURE COMPRISING THE PREMISES TO BE LEASED FORMS THE BOUNDARIES OF THE SITE SHOWN AS SUBSTATION PREMISES HEREON.

Alan L. Bull

A. L. BULL
 REG'D SURVEYOR

8th. SEPTEMBER, 1992

SIGNATURES AND SEALS OF PARTIES

THIS IS THE PLAN MARKED "A" REFERRED TO IN LEASE MADE BETWEEN BAY HOMEUNIT PTY LIMITED AS LESSOR AND SYDNEY ELECTRICITY AS LESSEE

SIGNED FOR & ON BEHALF OF
 BAY HOMEUNIT PTY LIMITED

[Signature]
[Signature]

SIGNED FOR & ON BEHALF OF
 SYDNEY ELECTRICITY

[Signature]
 Attorney
[Signature]
 Witness

APPROVE WITH DRAWING
 14/8/92

B

ANNEXURE "B" TO MEMORANDUM OF LEASE MADE THE DAY OF 19
BETWEEN BAY HOMEUNIT PTY LIMITED AS LESSOR and SYDNEY ELECTRICITY AS LESSEE

The Lessee shall have the benefit of the following rights and liberties:

1. The Lessee shall have full right and liberty for its officers servants workmen agents and contractors with or without tools materials plant and other apparatus and vehicles to pass and repass at all times of the day or night during the term hereby created over the land marked "Right of Way and Easement for Electricity Purposes (1.035 Wide) (1.165 Wide) (1.26 Wide) (1.165 Wide)" on the plan hereto annexed marked "A" (hereinafter referred to as "right of way") and during such times as the Lessee considers necessary to park vehicles upon the said right of way PROVIDED HOWEVER that access for the Lessor its agents tenants or licensees is not unnecessarily impeded.

2. The Lessee shall have full right liberty and licence for its officers servants workmen agents and contractors during the term hereby created to construct lay down dismantle replace repair renew and maintain underground/overhead electricity cables through beneath or over the land marked "Right of Way and Easement for Electricity Purposes (1.035 Wide) (1.165 Wide) (1.26 Wide) (1.165 Wide)" on the plan hereto annexed marked "A" (hereinafter referred to as "easement") AND ALSO free and uninterrupted passage of electricity through the cables within the said easement.

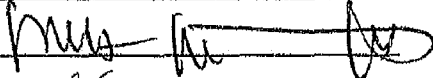
3. Clause 10 of Memorandum W578000 is amended by the deletion of the words "and air ducting".

4. Clause 11 of Memorandum W578000 is deleted.

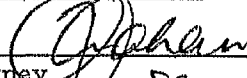
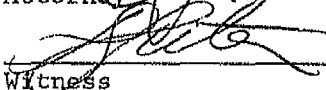
5. Clauses 4 and 5 of Memorandum W578000 is amended by the addition of the following words at the end of those clauses:-

"PROVIDED THAT in exercising any right under this clause the Lessee shall use its best endeavours to cause as little damage as possible to any other part on the land which is the property of the Lessor or any building erected thereon. In the event that any damage is caused to any item or building owned by the Lessor or any other person the Lessee shall immediately and at its own cost replace or restore such object or property to its condition prior to the carrying on of work by the Lessee causing such damage or need for replacement or restoration."

SIGNED FOR AND ON BEHALF OF
BAY HOMEUNIT PTY LIMITED


(Director)

SIGNED FOR AND ON BEHALF OF
SYDNEY ELECTRICITY


Attorney

Witness

B

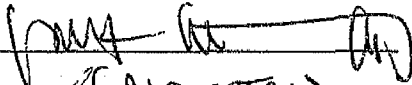
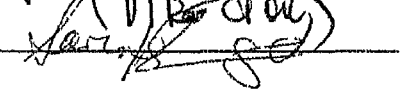
.2.

6. Clause 6 of Memorandum W578000 shall be amended by the inclusion of the following words at the end of that clause:-


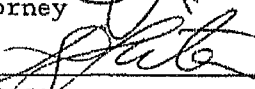
"The Lessee shall in such removal leave the demised premises and the surrounding area clear of debris and cause no damage to the demised premises or the surrounding area and shall forthwith make good any damage which the Lessee may occasion thereto provided that:-

- (i) Nothing in this clause shall require Council to re-instate any permanently finished surfaces damaged by such removal;
- (ii) Where any opening of the ground is caused by such removal Council shall be obliged only to backfill and temporarily seal such opening;
- (iii) Nothing in this clause shall require the Lessee to rectify or renew any landscaping."

SIGNED FOR AND ON BEHALF OF
BAY HOMEUNIT PTY LIMITED


(D/B/OTU)


SIGNED FOR AND ON BEHALF OF
SYDNEY ELECTRICITY


Attorney

Witness

~~AUSTRALIAN GUARANTEE CORPORATION LIMITED~~ being the Mortgagee under Memorandum of Mortgage No E286666 of the premises demised by the within Lease and the undersigned Guarantors (if any) **HEREBY CONSENTS** to such Lease as from the registration thereof and not otherwise and subject to the following conditions and provisions, namely:-



1. That this consent shall be without prejudice to the rights, powers and remedies of the Mortgagee under the said Mortgage which shall remain in full force and effect as if this consent had not been given except that so long as the covenants, conditions and provisions of the said Lease are duly observed and performed the Mortgagee will in the event of the exercise of the power of sale or other power or remedy of the Mortgagee on default under the said Mortgage exercise the same subject to the then subsisting rights of the Lessee under the said Lease.
2. That so long as the Mortgagee is registered as Mortgagee of the said premises the Lessee shall obtain the consent or approval of the Mortgagee in addition to the consent or approval of the Lessor in all cases where under the said Lease the consent or approval of the Lessor is required.
3. That upon the Mortgagee giving notice to the Lessee of demanding to enter into receipt of the rents and profits of the said premises the covenants on the part of the Lessee expressed or implied in the said Lease shall be deemed to have been entered into by the Lessee with the Mortgagee and all the rights, powers and remedies of the Lessor under the said Lease shall vest in and be exercisable by the Mortgagee until such notice be withdrawn or the said Mortgagee be discharged.
4. The Mortgagee shall in no way be bound to perform and shall not incur any liability in respect of the covenants and agreements expressed or implied in the said Lease and on the part of the Lessor to be performed and observed.
5. Whenever used herein the word "Lessee" shall mean and include the Lessee and its assigns; the word "Mortgagee" shall mean and include the Mortgagee and its assigns.

DATED this _____ day of _____ One thousand nine hundred and _____

* AUSTRALIAN GUARANTEE CORPORATION LIMITED Executed at SYDNEY in my presence by) * ~~A.C.G. (ADVANCEE) LIMITED~~)
by its Attorney

~~A.C.G. (ADVANCEE) LIMITED~~ signed sealed and delivered by)
MUKHTAR ROSHAN JAMAL)
who is personally known to me and)
who certifies he is **MANAGING SENIOR EXECUTIVE**)
for the time being of **(NEW SOUTH WALES)**)
has no notice of revocation of Power)
of Attorney registered No. 709 BOOK 3023)
(Miscellaneous Register) under the)
authority of which this document is)
executed)

M Jamal
Mortgagee

Estee Wong
Signature of witness)
ESTEE WONG
Name of Witness (Block Letters))
A JUSTICE OF THE PEACE
Qualification of witness)

J
W

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT
TO SECTION 7(3) STRATA TITLES ACT, 1973 AND SECTION 88B
CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 1 of 2 Sheets)

PART 1

Strata Plan No:

SP43918

Subdivision covered by Council's
Certificate No 3779 of 10th day
of MAY 1993

Full name and address of
proprietor of the land:

Bay Homeunit Pty Limited

1. **Identity of easement
firstly referred to
in abovementioned Plan**

Restriction on Use

Schedule of Lots etc affected

Land Burdened

Name of Authority Benefited

Common Property of the
abovementioned Plan

Council of the Municipality of Manly

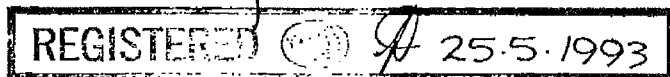
PART 2

1. **Terms of Restriction on Use firstly referred to in abovementioned
Plan:**

No structure of any kind may be constructed or placed on the landscaped
areas designated (X) on the abovementioned Plan which areas are not to be
used for any other purpose other than as landscaped garden areas and as an
above-ground water detention system and shall be maintained as such by
the Proprietors of the abovementioned Plan.

**NAME OF PERSON EMPOWERED TO RELEASE VARY OR MODIFY THE
RESTRICTION REFERRED TO IN THE ABOVEMENTIONED PLAN:**

The Authority empowered to release, vary or modify the above Restriction is the
Council of the Municipality of Manly. The costs and expense of any such release,
variation or modification shall be born by the person or corporation requesting the
same.



SCP5232CLB 19043 SC


SP 43918

2.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS AS TO USE INTENDED TO BE CREATED PURSUANT TO
SECTION 7(3) STRATA TITLES ACT, 1973 AND SECTION 88B
CONVEYANCING ACT, 1919**


(Sheet 2 of 2 Sheets)

THE COMMON SEAL of BAY
HOMEUNIT PTY LIMITED was affixed
to this document in accordance with its
articles of association in the presence of:



Signature of secretary
SARINA REISINGER

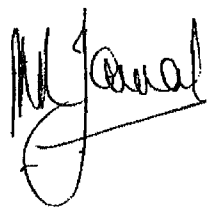
Name of secretary - please print



Signature of director
REISINGER JOSEF

Name of director - please print

Executed at PARRAMATTA In my presence by
AUSTRALIAN GUARANTEE CORPORATION LIMITED A.C.N. 000 015 485
~~LIMITED~~ by being signed sealed and delivered by
MUKHTAR ROSHAN JAMAL
who is personally known to me and who certifies he is
BRANCH SENIOR EXECUTIVE (NEW SOUTH WALES)
for the time being of the company and has no notice of
revocation of Power of Attorney registered No. 703
Book 3823 under the authority of which this document
is executed.





ESTEE WONG
32 PHILLIP STREET, PARRAMATTA - CLERK

REGISTERED 25.5.1993

Form: 15CH
 Release: 2.1

**CONSOLIDATION/
 CHANGE OF BY-LAW**

New South Wales
 Strata Schemes Management Act
 Real Property Act 1900



AM988843F

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/SP43918

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
268D	SYDNEY LEGAL AGENTS - INFOTRACK LLP: 132579W Reference: <u>General / 463876 463876</u>	CH

- (C) The Owners-Strata Plan No. 43918 certify that a special resolution was passed on 30/10/2017
- (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. see below
 Added by-law No. see below
 Amended by-law No. NOT APPLICABLE

as fully set out below:

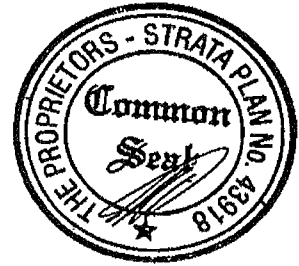
Repealed all existing by-laws being by-laws no. 1 to 19, by-law 27, special by-laws no. 20 to 23 including by-laws that were not numbered.
 Added by-laws no. 1 to 34 and Special By-Law No. 1 and 2.
 As fully set out in Annexure One.

- (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 One.
- (G) The seal of The Owners-Strata Plan No. 43918 was affixed on THURSDAY 7th DECEMBER 2017 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: [Signature]
 Name: MIKE SMITH
 Authority: LICENCEE
 Signature: _____
 Name: _____
 Authority: _____



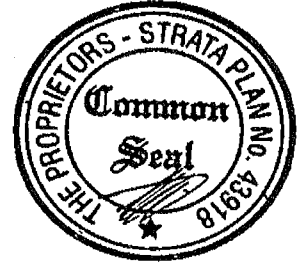
Annexure One
Consolidated By-laws Strata Plan No. 43918



BY-LAWS
STRATA PLAN NO. 43918

"Shearwater"
6-12 Pacific St, Manly, 2095 NSW

secretary@shearwatermanly.com.au



Contents

A. DEFINED TERMS USED IN THE BY-LAWS

By-Law 1. Defined Terms

B. USE OF COMMON PROPERTY:

- By-Law 2. Vehicle Parking on Common Property
- By-Law 3. Damage to Common Property
- By-Law 4. Obstruction of Common Property
- By-Law 5. Wet and Sandy Entry to Common Property
- By-Law 6. Children Playing on Common Property
- By-Law 7. Moving Furniture on or through Common Property
- By-Law 8. Security of Common Property
- By-Law 9. Common Property Storage Cages
- By-Law 10. Common Property Balcony Planter Boxes

C. USE OF A LOT BY OWNERS AND OCCUPIERS

- By-Law 11. New Occupiers
- By-Law 12. Appearance of a Lot
- By-Law 13. Noise
- By-Law 14. Keeping of Animals
- By-Law 15. Behaviour of Owners, Occupiers and Visitors
- By-Law 16. Smoke Penetration
- By-Law 17. Preservation of Fire Safety Equipment and Smoke Detection Devices
- By-Law 18. Storage of Inflammable Liquids and other Substances and Materials
- By-Law 19. Disposal of Waste
- By-Law 20. Rental/Lease, and Occupation of a Lot - Common Property Insurance
- By-Law 21. Compliance With Planning And Other Requirements

D. REPAIRS, MAINTENANCE, ALTERATIONS

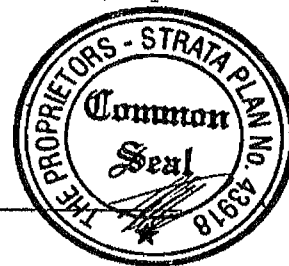
- By-Law 22: Responsibilities For Repairs, Maintenance And Alterations
- By-Law 23. Inspection for Fire Safety and Property Maintenance
- By-Law 24. Alteration, Renovations and Improvements to a Lot (Works)
- By-Law 25. Register of Approved Works
- By-Law 26. Cosmetic Works
- By-Law 27. Minor Works require Strata Committee Consent
- By-Law 28. Minor Works - Air-Conditioning units on Common Property
- By-Law 29. Minor Works - Floor Finishes within a Lot
- By-Law 30. Major Works Require Owners Corporation consent

E. THE OWNERS CORPORATION OF STRATA PLAN NO. 43918

- By-Law 31. Information for Owners and Occupiers
- By-Law 32. Electronic Communication
- By-Law 33. Key and Security Button Management
- By-Law 34. Dispute Procedures

F. SPECIAL BY-LAWS:

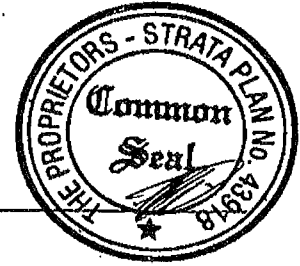
- SB-L 1:** Lot 33 Major Renovations (Passed as a Special Resolution 20 December 2012)
- SB-L 2:** Existing Works and Authorised Works in Lot 7 (passed 30 October 2017)



A. DEFINED TERMS USED IN THE BY-LAWS

BY-LAW 1: BY-LAW APPLICABILITY AND DEFINED TERMS

- (a) All Owners and Occupiers of Strata Plan No. 43918 must comply with these By-Laws.
- (b) An owner ("**Owner**") and a lot ("**Lot**") are as defined in section 4 of the *Strata Schemes Management Act 2015* (NSW) ("**Act**");
- (c) A person is or persons are an occupier when they are ("**Occupier**"):
- I. An Owner occupying a Lot as the Owner's place of residence, whether permanently or intermittently; or
 - II. A tenant of an Owner, being a person entitled to the exclusive use of a Lot under a Residential Tenancy Agreement or other such lease or a licensee who resides in the Lot ("**Tenant**"); or
 - III. A person or persons visiting the Lot of a Tenant or Owner ("**Visitor**") when the Visitor resides for more than two nights in a Lot in any 7-day period; or
 - IV. Any other person who lawfully resides in a Lot.
- (d) Further defined terms used are as defined in section 4 of the Act:
- I. "**Common Property**";
 - II. "**Strata Committee**";
 - III. "**Special Resolution**";
 - IV. "**Owners Corporation**";
- (e) The defined terms in this By-Law apply to all other By-Laws for this Strata Plan No. 43918 unless otherwise indicated in a particular By-Law.
-



B. BY-LAWS CONCERNING USE OF COMMON PROPERTY:

BY-LAW 2: VEHICLE PARKING ON COMMON PROPERTY

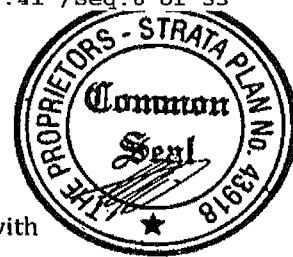
(a) Owner or Occupier:

An Owner or Occupier must:

- I. Only park or stand any motor vehicle, motor cycle, or bicycle ("Vehicle") in the garage, or storeroom if applicable, attached to the Owner's or Occupier's Lot;
- II. Not park or stand any Vehicle on any Common Property or Visitor Parking, except with the prior written approval of the Strata Committee;
- III. Not wash a Vehicle on Common Property;
- IV. Not take a Vehicle through the Common Property ground floor foyer or into the Common Property lift;
- V. Advise secretary@shearwatermanly.com.au for each Vehicle of that Lot with access to the Common Property garage of the Lot, Owner or Occupier name, and registration number of the Vehicle, other than a bicycle.

(b) Visitor Parking:

- I. Designated Visitor Vehicle parking spaces in the basement garage ("Visitor Parking") are for the exclusive use of Vehicles, other than bicycles, of invitees and Visitors who are not Occupiers, tradespersons and other suppliers of services to a Lot or the Owners Corporation ("Authorised Person");
- II. An Authorised Person may park a Vehicle within Visitor Parking for a period of less than 48 hours within a 7-day period;
- III. An Owner or Occupier, wishing to park a Vehicle of an Authorised Person in Visitor Parking for a period of time that exceeds that of the above clause (b)(II), may request approval from the Owners Corporation at secretary@shearwatermanly.com.au to use Visitor Parking and, when approved, must fix a notice on the Vehicle stating "Owners Corporation approval to park". The Owners Corporation will not unreasonably withhold such an approval;
- IV. A Visitor or invitee who stays in a Lot for more than 2 nights in any 7 day period without extended visitor use approval as provided in clause (b)(III), is deemed to be an Occupier, and is not permitted to park a Vehicle in Visitor Parking;
- V. For the security of the building and the amenity of all Occupiers, an Owner or Occupier must not facilitate the use of Visitor Parking by a person:
 - i. Who is not an Authorised Person, or
 - ii. Who may use Visitor Parking for purposes other than as a genuine visitor to the scheme such as for beach access parking;
- VI. An Owner or Occupier must not deposit, or permit any invitee or Visitor to deposit any rubbish, including any oil, mud or other debris in Visitor Parking, and the Owner or Occupier is responsible for the cost of removal of such rubbish by the Owners Corporation.



(c) Mobility devices

A motorised or self-propelled mobility device required by an Occupier or Visitor with mobility impairment is, for the purposes of this By-Law 2:

- I. Not a Vehicle; and
- II. May access the Common Property lift from any entrance to the building; and
- III. Must not be parked on any Common Property.

BY-LAW 3: DAMAGE TO COMMON PROPERTY

- (a) An Owner or Occupier of a Lot must not damage any part of the Common Property including any structures, fittings, walls, ceilings, floors, lift, lawns, or plants;
- (b) An Owner or Occupier must not drill holes, attach any object to, or paint any external Common Property of a Lot, without consent under these By-Laws;
- (c) An Owner is responsible for the cost of any repair required due to damage to Common Property caused by an Owner, Occupier or contractor of an Owner or Occupier;
- (d) An Owner or Occupier of a Lot must not use any portion of the Common Property for the Owner's or Occupier's own purposes as a garden if their Lot has not been granted the exclusive use of that area.

BY-LAW 4: OBSTRUCTION OF COMMON PROPERTY

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

BY-LAW 5: WET AND SANDY ENTRY TO COMMON PROPERTY

For the amenity of all Occupiers:

- (a) Occupiers entering the building when wet and/or sandy must dry themselves and remove any sand before entering the ground floor lobby and/or the tiled Common Property lift from the ground floor lobby or the garage and must ensure any invitees or Visitors do the same; and
- (b) Occupiers must not, or permit any invitee or Visitor to, carry surfboards, wet suits or the like through the ground floor lobby to the lift. All such equipment must be carried through the garage entry to the building.

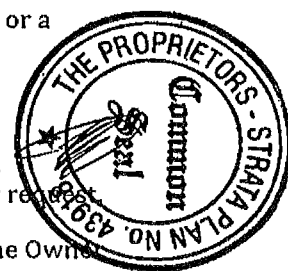
BY-LAW 6: CHILDREN PLAYING ON COMMON PROPERTY

An Owner or Occupier of a Lot must not permit any child for whom an Owner or Occupier is responsible, to be or remain on any Common Property that is an area of possible danger or hazard to children, including elevator, stairwell, the garage and garage access area, unless the child is accompanied by an adult exercising effective control.

BY-LAW 7: MOVING FURNITURE ON OR THROUGH COMMON PROPERTY

- (a) An Owner or Occupier intending to move furniture or any large items through Common Property must:

- I. Notify the Owners Corporation at secretary@shearwatermanly.com.au at least 5 days prior to book use of the lift and access through the front door with confirmation of any such booking subject to other prior bookings; and
 - II. Ensure that the lift protection curtains, provided by the Owners Corporation, are fitted to the inside of the lift car, and on completion of the move, ensure the lift curtains are removed and folded and left on the ground floor.
- (b) An Owner or Occupier who moves furniture or large items through Common Property agrees and acknowledges their responsibility to the Owners Corporation for the cost of repair for any damage to Common Property arising from the activity of the Owner or Occupier, or a contractor for the Owner or Occupier.



BY-LAW 8: SECURITY OF COMMON PROPERTY

- (a) Common Property areas of the building have video camera surveillance. Owners and Occupiers acknowledge that video surveillance is provided to NSW Police upon their request.
- (b) Owners or Occupiers must not provide access to the building by a person/s unless the Owner or Occupier is expecting the person/s or otherwise knows the person/s;
- (c) Owners and Occupiers are responsible for the proper management and security of keys to the front door of their Lot.

BY-LAW 9: COMMON PROPERTY STORAGE CAGES.

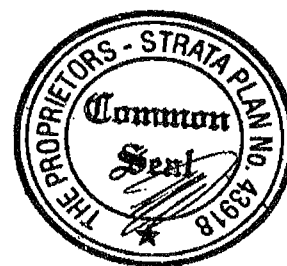
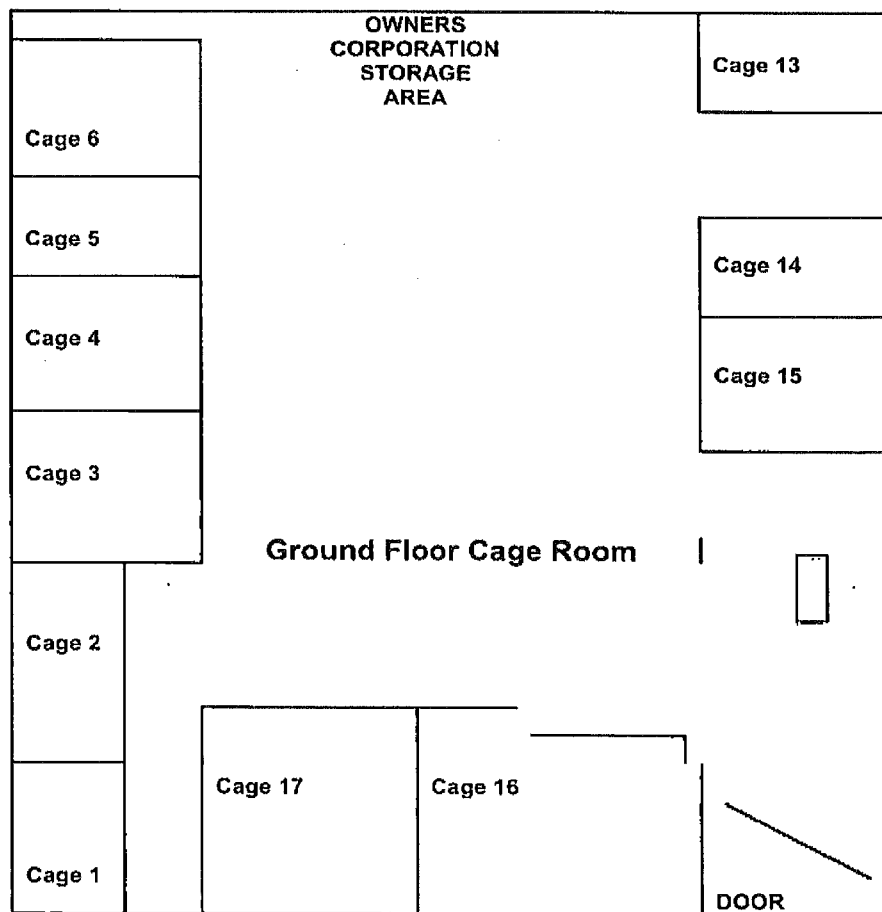
Owners or Occupiers of the Lots in the second column of schedule 1 to this By-Law are respectively entitled to the exclusive use, access and enjoyment of those Common Property storage cage listed against that lot in the first column of the schedule. The approximate location of each storage cages is per the drawing located at schedule 2 of this By-Law. All such Owners or Occupiers are responsible for the maintenance and keeping in a state of good and serviceable repair of their respective Common Property storage cage.

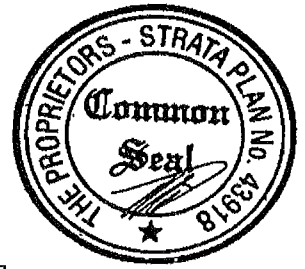
Schedule 1 to By-Law 9 - Cage allocation

Storage Cages on Common Property	Lot No.
Store Cage No. 1 situated on the ground floor	Lot 33
Store Cage No. 2 situated on the ground floor	Lot 7
Store Cage No. 3 situated on the ground floor	Lot 8
Store Cage No. 4 situated on the ground floor	Lot 25
Store Cage No. 5 situated on the ground floor	Lot 15
Store Cage No. 6 situated on the ground floor	Lot 26
Store Cage No. 7 in the basement on the eastern side of the driveway	Lot 24
Store Cage No. 8 in the basement on the eastern side of the driveway	Lot 23
Store Cage No. 9 in the basement on the western side of the driveway	Lot 31

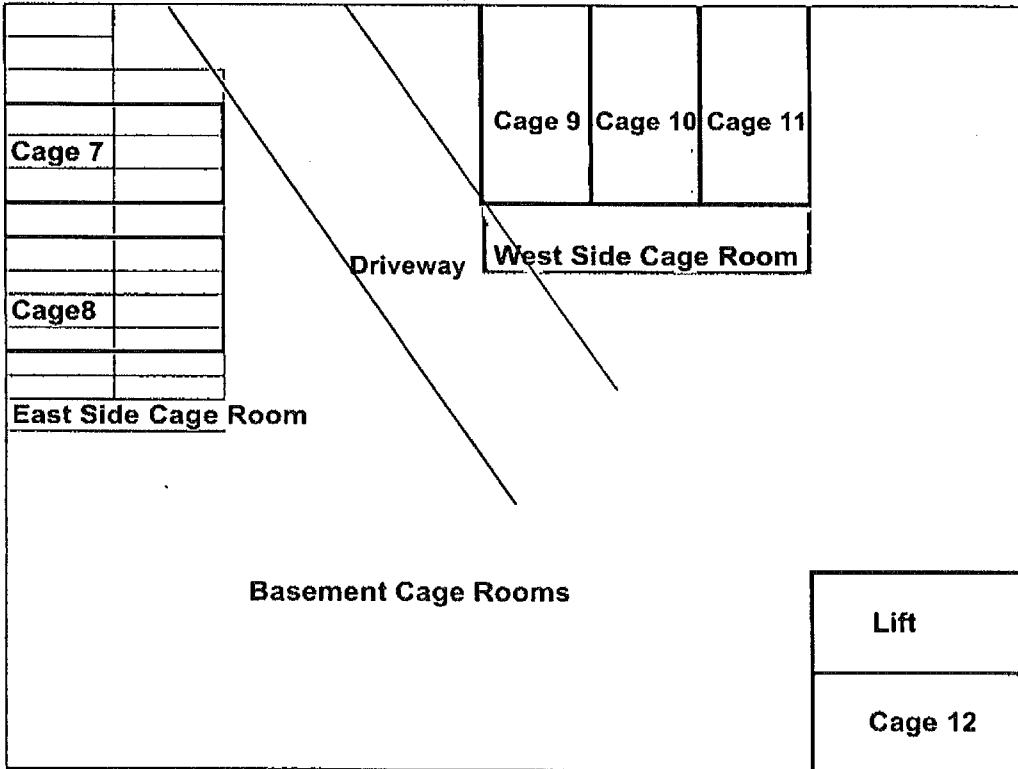
Store Cage No. 10 in the basement on the western side of the driveway	Lot 13
Store Cage No. 11 in the basement on the western side of the driveway	Lot 32
Store Cage No. 12 next to the basement lift	Lot 29
Store Cage No. 13 situated on the ground floor	Lot 27
Store Cage No. 14 situated on the ground floor	Lot 1
Store Cage No. 15 situated on the ground floor	Lot 16
Store Cage No. 16 situated on the ground floor	Lot 12
Store Cage No. 17 situated on the ground floor	Lot 19

Schedule 2 to By-Law 9 - Cage location





Schedule 2 to By-Law 9 - Cage location



BY-LAW 10: COMMON PROPERTY BALCONY PLANTER BOXES

- (a) Each Owner or Occupier is responsible for the maintenance of planter boxes on Common Property within their Lot, including the removal of weeds, untidy or dead plants and the replacement of plants.
- (b) An Owner or Occupier must plant only the following recommended species:
 - Miniature shrubs provided they are kept pruned to a height that does not exceed the height of the balcony handrail;
 - Japanese Box (*buxus micrphylla* var japonica);
 - Swan River Daisy (*drachychome multifidi*);
 - Gazaria hybrids;
 - Pelarganium spp;
 - Hebe spp; and
 - Agapanthus
- (c) An Owner or Occupier may not plant any of the following prohibited species:
 - Bamboo of any description;
 - Deciduous Plants;
 - Creepers of any description; or
 - Plants that seed;
 - Plants that grow to a height exceeding the height of the balcony handrail; and

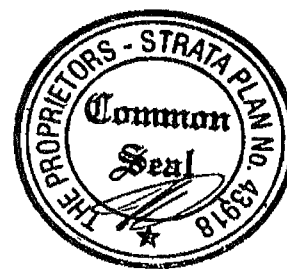
- Plants that are likely to have a deep and strong root system.

(d) An Owner or Occupier must ensure that any plants are::

- kept within the confines of the planter box;
- not grown around columns or along railings;
- not grown over walls dividing balconies; or
- not grown such as they hang over balcony walls.

(e) In respect of the watering of planter boxes:

- An Owner or Occupier must ensure water does not spray onto the balcony below, and must not carry on excessive watering likely to cause structural damage; and
- An Owner or Occupier must not install any form of watering systems on Common Property e.g. balconies or terraces.



C. BY-LAWS CONCERNING USE OF A LOT BY OWNERS AND OCCUPIERS

BY-LAW 11: NEW OCCUPIERS

- (a) The Owner of a Lot must give an Occupier a copy of these By-Laws when they commence occupancy of a Lot.
- (b) The Owner, or their agent, must give notice to secretary@shearwatermanly.com.au of:
 - I. Any change of Occupier or use of a Lot in writing at least 14 days before a change of use occurs and before a Residential Tenancy Agreement or other such lease or license commences;
 - II. The current name(s), email address(es), vehicle registration numbers, and telephone numbers of any Owners and Occupiers for security, emergency, and notice purposes; and
 - III. Any movement of furniture into and out of the building.

BY-LAW 12: APPEARANCE OF A LOT

An Owner or Occupier must:

- (a) Not keep anything within a Lot that is not in keeping with the appearance with the rest of the building;
- (b) Maintain their balcony planter box in a tidy condition at all times;
- (c) Not store furniture or other large personal items that are visible from outside the building or another Lot, on their balcony;
- (d) Not fix garden ornaments or flares in their planter box or any other place that is visible from outside of the building;
- (e) Not replace door furniture that is Common Property;
- (f) Keep the Lot's garage and storage cage clean and free from oil and other spills or rubbish and garbage that may attract vermin;
- (g) Not affix or erect directly, or through an agency, real estate or other, any signs, advertising, notice or poster on the Common Property or outside the building;
- (h) Not place any door mat on Common Property at the front door of a Lot;
- (i) Not leave shoes, umbrellas or any personal possessions or equipment on Common Property;
- (j) Clean all interior and exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is Common Property, and is reasonably accessible;
- (k) Take all reasonable steps to ensure that water used for cleaning windows, and doors, or watering plants does not fall on another Lot or Common Property, and give prior notice to the Owner or Occupier of the Lot that would be affected if this is likely to occur;
- (l) Not hang washing over the balcony railings or in any position that washing can be viewed from outside the building.





BY-LAW 13: NOISE

- (a) An Owner or Occupier must not, and ensure their invitee or Visitor does not, create any noise in a Lot or on the Common Property likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property.
- (b) Common noise sources that may be a breach of this or other By-Laws and which may be the subject of action by the Owners Corporation include:
- I. the use of washing machines or dryers after 10pm or before 7am on weekdays or after 10pm or before 8am on weekends;
 - II. noise from the keeping of animals in a Lot as permitted with By-Law 14;
 - III. noise emanating from tap washers, other plumbing or machine devices, air conditioning units, and extraction fans;
 - IV. excessive footfall and furniture movement noise generated from hard floor finishes from a Lot directly above another Lot; or
 - V. domestic noise sources including power and other building tools, and the installation of fittings or fixtures involved with Works under the By-Laws 27 to 30, inclusive which are being used outside of the following permitted hours:
 1. between the hours of 8.00am and 4.00pm on weekdays;
 2. between the hours of 8.00am and 12 noon on Saturday; and
 3. not at all on Sundays or Public Holidays.
- (c) When the Owners Corporation approves Works in a Lot under By-Laws 27 to 30 inclusive, the Owners Corporation may determine the permitted hours of work as reasonably required which may differ from the permitted hours described at clause (b)V above.

BY-LAW 14: KEEPING OF ANIMALS

- (a) An Owner or Occupier may not keep an animal in a Lot unless the animal is an assistance animal.
- (b) If an Owner or Occupier wishes to keep an assistance animal within the Lot, the Owner or Occupier must:
- I. Advise the Owners Corporation at secretary@shearwatermanly.com.au;
 - II. Keep the animal within the Lot;
 - III. Supervise the animal when it is on the Common Property, including the balcony of the Lot;
 - IV. Take any action that is necessary to clean all areas of the Lot or the Common Property that are soiled by the animal;
 - V. If required to do so by the Owners Corporation, provide evidence demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

BY-LAW 15: BEHAVIOUR OF OWNERS, OCCUPIERS & VISITORS

- (a) An Owner or Occupier, when on Common Property, must not use language or behave in a manner likely to cause offence or embarrassment to, or harass, bully or intimidate, an Owner

or Occupier or any person lawfully using Common Property, including any member of the Strata Committee.

- (b) Each Owner or Occupier must take all reasonable steps to ensure that each invitee or Visitor does not behave in a manner likely to interfere with the peaceful enjoyment of the Occupier of another Lot or any person lawfully using Common Property or harass, bully or intimidate, an Owner or Occupier or any person lawfully using Common Property, including any member of the Strata Committee.

BY-LAW 16: SMOKE PENETRATION

An Owner or Occupier must;

- (a) Not, or permit any invitee or Visitor of an Owner or Occupier to, smoke tobacco or any other substance on Common Property, other than on a Common Property balcony for the exclusive use of a Lot; and
- (b) Ensure that smoke caused by the smoking of tobacco or any other substance, or the operation of a barbeque, in the Lot does not penetrate to Common Property or any other Lot.

BY-LAW 17: PRESERVATION OF FIRE EQUIPMENT & SMOKE DETECTION DEVICES

- (a) An Owner must install, maintain and have a fully functional smoke detection device in the Lot at all times in the interest of all Owners and Occupiers;
- (b) An Owner or Occupier must not do anything, or permit any invitee or Visitor of an Owner or Occupier to do anything, on the Lot or Common Property that is likely to affect the operation of fire safety devices in the Lot or to reduce the level of fire safety in the Lot or Common Property;
- (c) An Owner or Occupier, must not use, or permit any invitee or Visitor of an Owner or Occupier to use any fire safety equipment other than for the purpose of fighting fire.

BY-LAW 18: STORAGE OF INFLAMMABLE LIQUIDS & OTHER SUBSTANCES & MATERIALS

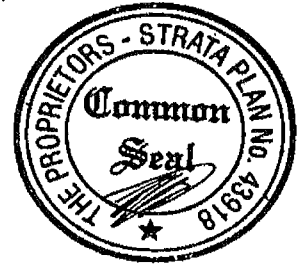
An Owner or Occupier must not, except with the prior written consent of the Owners Corporation, use or store on the Lot or on the Common Property any inflammable chemical, liquid or gas or other inflammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor Vehicle or internal combustion engine.

BY-LAW 19: DISPOSAL OF WASTE

An Owner or Occupier must:

- (a) Not deposit any rubbish, dirt, dust or other material or discarded item on Common Property;
- (b) Not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for such disposal; such items include "flushable wipes", and "disposable nappies";
- (c) Comply with all reasonable directions given by the Owners Corporation as to the disposal and storage of waste in bins provided by the Owners Corporation for the disposal of waste, including cleaning up spilled waste on Common Property;
- (d) Comply with Local Council guidelines for the storage, handling, collection and disposal of waste;





- (e) Keep the Common Property garbage room in a tidy condition by:
- I. the correct use of the recycle bins;
 - II. folding all cardboard cartons;
 - III. not placing cardboard cartons or paper on top of bins;
 - IV. not placing plastic bags, paper or cardboard in yellow bottle recycle bins;
 - V. not placing plastic bags, plastics, or polystyrene in blue paper and cardboard recycle bins;
 - VI. removing from the scheme any removalist packing cartons and other packing materials instead of depositing them in the Common Property garbage room or bins;
 - VII. not placing building debris and large household items in the garbage room with each Owner or Occupier responsibly to independently dispose of such items by Local Council clean up or otherwise; and
 - VIII. ensuring garbage of a Lot is securely wrapped before placing in bins.
- (f) Promptly remove any garbage spilt and take such action as maybe necessary to clean the area within which the garbage was spilt ; and
- (g) Dispose of unwanted mail in the garbage room bins.

An Owner or Occupier who does not comply with this By-Law 19, is responsible for any expenses incurred by the Owners Corporation to remedy a breach of the By-Law.

BY-LAW 20: USE OF A LOT & COMMON PROPERTY INSURANCE

An Owner or Occupier must subject to any necessary Local Council approval:

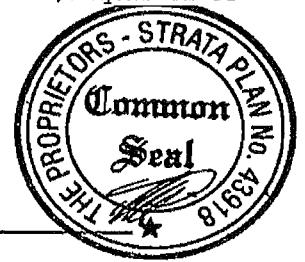
- (a) Only use the Lot for residential purposes;
- (b) Not use the Lot for the purposes of providing short-term accommodation, being accommodation for a term less than 90 days;
- (c) Notify the Strata Committee when the existing residential use of the Lot is changed.

Without limiting this By-Law, a change that may affect the insurance premiums for Strata Plan No. 43918 must be notified by the Owner to the Strata Committee immediately such change occurs.

BY-LAW 21: COMPLIANCE WITH PLANNING & OTHER REQUIREMENTS

An Owner or Occupier must ensure that:

- (a) The Lot is not used for any purpose that is prohibited by law; and
- (b) The Lot is not occupied by more persons than are allowed by law to occupy the Lot.



D. REPAIRS, MAINTENANCE, ALTERATIONS

BY-LAW 22: RESPONSIBILITIES FOR REPAIRS, MAINTENANCE AND ALTERATIONS

- (a) Subject to any By-Law providing otherwise, the Owners Corporation is responsible for repairs, maintenance, and alterations of Common Property.
- (b) The Owner of a Lot is responsible for repairs and proper maintenance within their Lot, including the intercom handset attached to the intercom security system, the bathroom exhaust fan, and any air conditioning unit.

BY-LAW 23: INSPECTION FOR FIRE SAFETY AND PROPERTY MAINTENANCE

An Owner or Occupier must, with the receipt of reasonable notice, permit the Owners Corporation to conduct, at least annually, the inspection and testing of fire safety devices within a Lot and Common Property accessible through the Lot, and, for property maintenance purposes, inspection of the Common Property for the exclusive use of the Owner or Occupier of that Lot;

- (a) Notwithstanding the annual inspection by the Owners Corporation, each Owner or Occupier will at other times report any Common Property maintenance and repair requirements to the Strata Committee for attention at the earliest possible time;
- (b) When the Owners Corporation identifies or is informed of maintenance requirements to Common Property, including Common Property that is for the exclusive use of the Owner or Occupier of a Lot, and notifies the Owner and Occupier of the remedial works required, the Owner or Occupier will permit the Owners Corporation to conduct such remedial works, at the expense of the Owners Corporation.

BY-LAW 24: ALTERATIONS, RENOVATIONS AND IMPROVEMENTS TO A LOT

Alterations, renovations and improvements within a Lot that affect Common Property are described in the Act as either "cosmetic works" ("**Cosmetic Works**"), "minor renovations" ("**Minor Works**") or works not included in the definitions of either Cosmetic Works or Minor Works ("**Major Works**") and together are to be known in these By-Laws as "**Works**".

BY-LAW 25: REGISTER OF APPROVED WORKS

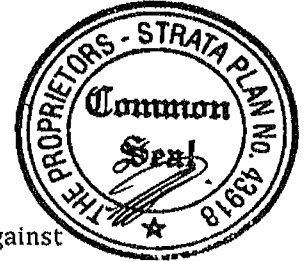
The Owners Corporation must maintain a perpetual record ("**Register**") of any approval in respect of any Minor Works or Major Works, and of Completion of such Works for:

- (a) The purpose of the long-term building integrity and management for the benefit of all Owners;
- (b) Transparency of By-Law compliance of a Lot for an intending purchaser of a Lot; and
- (c) The resolution of disputes between an Owner and the Owners Corporation arising from Works conducted under this By-Law by Owners, their predecessors or successors as Owners of a particular Lot.

BY-LAW 26: COSMETIC WORKS

(a) Owners or Occupiers can undertake Cosmetic Works within a Lot without the approval of the Owners Corporation. Cosmetic work includes work such as:

- I. installing or replacing hooks, nails or screws for hanging paintings or other things on walls within a Lot;
- II. installing or replacing handrails within a Lot;
- III. interior painting;
- IV. filling minor holes and cracks in internal walls;
- V. installation or replacement of wall-to-wall carpet with underlay;
- VI. fitting locking or other safety device for protection of an Owner's Lot against intruders or to improve safety within an Owner's Lot;
- VII. fitting a screen or other device to prevent entry of animals or insects to a Lot; and
- VIII. fitting any structure or device to prevent harm to children.



provided that such device or structure at Clause (a) VII and VIII above conforms to the Common Property colour scheme, using only the specified colour Koala No 37255 /Transformer Grey, or such other colour as the Strata Committee from time to time may advise in writing, and is installed in a competent and proper manner.

(b) The Owner or Occupier must:

- I. maintain and keep in a state of good and serviceable repair any device or structure that forms part of the Common Property and that services the Lot, and
- II. repair any damage caused to any part of the Common Property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (a) that forms part of the Common Property and that services the Lot.

BY-LAW 27: MINOR WORKS REQUIRE STRATA COMMITTEE CONSENT

(a) The Owners Corporation delegates authority to approve Minor Works to the Strata Committee.

(b) An Owner must apply to the Strata Committee to undertake Minor Works, by application to the secretary@shearwatermanly.com.au.

(c) The Strata Committee will consider an application for Minor Works and respond within 21 days of the date of the application.

(d) Minor Works include:

- I. renovating a kitchen or bathroom but not including floor tiles or alterations to waste drainage penetrations to a floor which are Major Works;
- II. changing recessed light fittings;
- III. (deleted)
- IV. changing internal non-structural walls;
- V. installing plants in planter boxes other than those described in By-Law 10;
- VI. installing sustainability measures such as reverse cycle air conditioner;
- VII. installation of electronic garage door opening devices and necessary power outlets to the garage of a Lot.

(d) An application to conduct Minor Works must include:

- I. sufficient information to permit the Strata Committee to reach an informed decision about the Works;
 - II. drawings, plans or other specifications of the Works;
 - III. details as to when the Works will be carried out (estimated times of work and dates);
 - IV. qualifications and details of the tradespeople who are to undertake the Works;
 - V. in the case of a proposal for the removal of any internal wall, evidence from a structural engineering that the wall proposed for removal is not a load-bearing wall, and is not subject to By-Law 30;
 - VI. evidence of insurance for the protection of Common Property during the Works, and other insurances that may be applicable for conduct of the Works;
 - VII. detail the plan for bringing building materials and tools on site, removal of building debris and tools, the protection of Common Property floor surfaces throughout the work period, the method of access to the Lot, the storage of materials and debris in any place other than on Common Property, daily cleaning of Common Property areas at the end of each day of work, and restitution of damage to Common Property.
- (e) An Owner whose Minor Works have received approval must give the Strata Committee written notice at least 14 days before the Works starts, and advise all Owners and Occupiers of the Works, and the days on which noise disruption is likely to occur.
- (f) At completion of any Works by an Owner, the Strata Committee or its professional representative will inspect the Works to confirm the Minor Works were completed as approved by the Strata Committee, and the By-Laws, and advise the Owner of completion of the Works by notice from the Strata Committee.

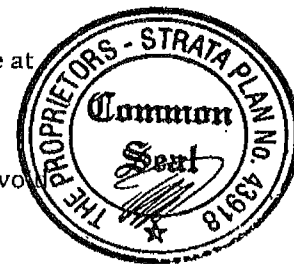
BY-LAW 28: MINOR WORKS - AIR-CONDITIONING UNITS ON COMMON PROPERTY

(a) An applicant for Minor Works under By-Law 27 relating to air conditioning units must provide to the Strata Committee:

- I. drawings of the Minor Works showing location of the air conditioning units on Common Property;
- II. installation details, including manufacturers recommendations to absorb noise at installation;
- III. manufacturers specifications;
- IV. location of penetration of pipe and electrical ducting to Common Property to avoid visibility from the building exterior;
- V. the location of wastewater drainage;
- VI. details of the proposed noise levels, including both sound pressure and sound power levels, and compliance with By-Law 13 including evidence the air conditioning unit/s will not emit noise levels exceeding heating SWLdB(A) 72 and cooling SWLdB(A) 70, or such noise levels as the Owners Corporation shall advise in writing.

(b) The applicant for Minor Works relating to air conditioning units is responsible for:

- I. all costs in relation to the installation, maintenance and service of the air conditioning unit/s;
- II. any damage caused to Common Property by the installation and operation of the air conditioning unit/s;
- III. any remedial action required from a noise complaint from an adjoining Occupier; and



- IV. the on-going maintenance of the air conditioning unit/s within the noise standard of this By-Law

BY-LAW 29 – OPTION A

(Restatement of Special By-Law passed 20 December 2012)

- (a) In terms of By-Law 27, consent will not be granted for applications for hard floor finishes, including any uncovered floor slab, tiles, timber, timber floating floors, concrete, polished concrete, terrazzo, marble, and linoleum, within a Lot.
- (b) An Owner must install wall-to-wall carpet with underlay to cover the floor of their Lot as Cosmetic Works.
- (c) An Owner 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 Occupier of the Lot immediately below.
- (d) An Owner must fit protection pads on the legs of furniture on hard surfaces, to prevent the transmission from the hard surface of noise likely to disturb the peaceful enjoyment of the Occupier of the Lot immediately below.
- (e) Any underlay used with wall-to-wall carpet shall comply with Australian Standard AS4288-2003 for light residential use, or such Australian Standard as supersedes that standard.
- (f) Owners from time to time of Lots 1, and 4 are permitted to maintain hard flooring in such Lots.
- (g) Owners from time to time of Lots 31, 32, 33 and 34 shall maintain in the atrium of such a Lot, wall-to-wall carpet with underlay, or rugs which cover the whole of the atrium floor of that Lot.
- (h) In the event that carpet or underlay is lifted or removed from the floor space of any Lot, the Owner of that Lot shall immediately lay new carpet and underlay within his Lot.
- (i) This By-Law does not apply to floor spaces comprising kitchen, laundry, lavatory or bathroom within a Lot.

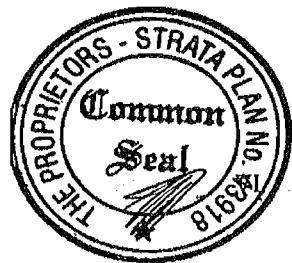


BY-LAW 30: MAJOR WORKS REQUIRE OWNERS CORPORATION CONSENT

- (a) The Owners Corporation will consider an application for Major Works, with approval being granted in the form of a special by-law for the Major Works being passed at a general meeting of the Owners Corporation.
- (b) An application for Major Works must be made to the secretary@shearwatermanly.com.au on behalf of the Owners Corporation.
- (c) An Owner may only undertake Major Works to their Lot when the Owner has received notice of the approval for the Major Works from the Owners Corporation or confirmation that the special by-law authorising the Major Works has been registered.
- (d) Major Works include:
 - I. structural changes to a Lot, including removal of structural walls, diversion of Common Property services, or changed floor or ceiling penetrations;
 - II. replacement of installed wet-area tiles within the Lot or on a balcony;
 - III. changes affecting the outside appearance of the property, such as Common Property windows and doors;
 - IV. work that needs approval under other laws (for example Local Council approval);
 - V. Minor Works associated with the Major Works.

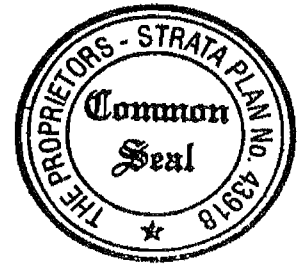
(e) An application for Major Works must be in writing, in hard copy and electronic copy that can be viewed and circulated to Owners by email, and must include:

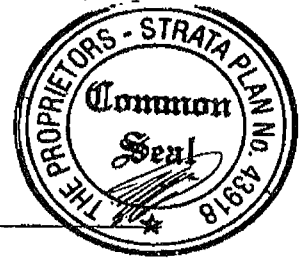
- I. drawings, plans and details of the work, in particular noting any changes to or impact on any Common Property or services that may pass through or service the Lot, and any proposed material changes to such work during the progress of the Works;
- II. details of the principal contractors, and their relevant registrations and insurances;
- III. copies of insurances related to the works such as Contractors All Risk Insurance, Workers Compensation Insurance, Public Liability Insurance and Home Building Insurance;
- IV. a certificate from a qualified structural engineer satisfactory to the Owners Corporation, to the effect that when any structural work is proposed it will be in compliance with the current Building Code of Australia;
- V. details of the plan for bringing building materials and tools on site, removal of building debris and tools, the protection of Common Property floor surfaces throughout the work period, method of access to the Lot, the storage of materials and debris in any place other than on Common Property, daily cleaning of Common Property areas at the end of each day of work, and restitution of damage to Common Property;
- VI. a compliance plan for the supervision of Works to approved plans and drawings, compliance with By-Laws and workplace safety laws notification of works and progress to all Occupiers during the works;
- VII. the Owner's and contractor's written undertaking satisfactory to the Owners Corporation to comply with all elements of the By-Laws including the By-Law 13 concerning noise and hours-of-work, and restitution of damage to Common Property;
- VIII. the Owners consent to permit an Owners Corporation representative, including professional persons contracted to the Owners Corporation, to inspect the works in progress and at completion when requested by the Owners Corporation.



- (e) When an Owner wishes to replace installed floor tiles in any wet area within a Lot or on a balcony, the waterproof membrane must be replaced and certified by an authorised contractor, and a copy of the certification provided to and acknowledged by the Secretary, before any replacement tiles are installed. This certification assists in ensuring the long-term integrity of Common Property for all Lots.
- (f) An Owner must give the secretary@shearwatermanly.com.au written notice at least 14 days before the Major Works commence, and advise all Occupiers of the Works, and the days on which noise disruption is likely to occur. Notice of noise disruption is a continuing obligation until completion of the Works.
- (g) At least seven days before the Major Works commence and without limiting the liability of an Owner, the Owner must provide:
- I. a bond or a deposit in the sum of \$5,000 to the Owners Corporation or Strata Manager, the receipt of which will be acknowledged;
 - II. a written indemnity in favour of, and in a form acceptable to the Owners Corporation for the cost of any breach of this By-Law by the Owner arising from the Works;
- (h) When the Major Works have been completed, the Owner will notify the Owners Corporation of such completion and facilitate an Owners Corporation representative, including professional persons contracted to the Owners Corporation, to inspect the Works and the Common Property affected by the Works, at the expense of the Owner.
- (i) When the Owners Corporation is satisfied that the Works have been completed in accordance with the approval, including any engineering certification that Works are completed to the

specification in the application, waterproofing certification, rectification of or repairs to Common Property or another Lot, and if applicable an occupancy certificate from a Local Council or other authority, a completion notice will be issued by the Owners Corporation, the balance of any bond or deposit shall be refunded to Owner, and the completion of the Works recorded in the Register kept pursuant to By-Law 25.





E. THE OWNERS CORPORATION OF STRATA PLAN NO. 43918

BY-LAW 31: INFORMATION FOR OWNERS AND OCCUPIERS

- (a) The Owners Corporation must provide a noticeboard for Owners and Occupiers. The noticeboard is located on the basement level for the display of notices from the Strata Committee only;
- (b) The Owners Corporation may serve a document on, or issue a notice to, an Owner or Occupier by electronic means if Owner or Occupier has given the Owners Corporation an email address for the service of notices and the document is sent to that address. A notice or document served on an Owner or Occupier by email in accordance with this clause is deemed to have been served when transmitted by the sender, providing that the sender does not receive an electronic notification of unsuccessful transmission (i.e. "bounce back" or "undeliverable") within 24 hours.
- (c) Owners and Occupiers must advise the Strata Committee at secretary@shearwatermanly.com.au of their current name, email addresses, vehicle registrations number/s, and phone numbers for security and notice purposes.
- (d) Owners or Occupiers must not post notices on Common Property walls or in the lift.

BY-LAW 32: ELECTRONIC COMMUNICATION

The Owners Corporation authorises voting and meeting attendance through technology such as:

- (a) email, teleconference, videoconference calls and the use of electronic voting websites while participating in a meeting from a remote location,
- (b) voting by means of email or other electronic means before the meeting at which the matter (not being an election of the Strata Committee) is to be determined by the Owners Corporation or Strata Committee ("**pre-meeting electronic voting**")

with each meeting notice to advise of the permitted means of voting and meeting attendance for that particular meeting

BY-LAW 33: KEY AND SECURITY BUTTON MANAGEMENT

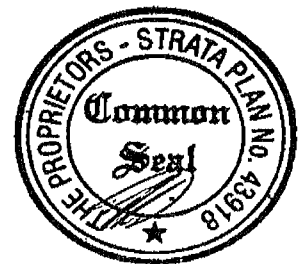
This by-law regulates the replacement of security access keys ("**Key**") for Common Property doors (fire access doors), and security buttons ("**Buttons**") for the front door, lift, and car park.

- (a) The Strata Manager will:
 - I. hold a supply of Keys and Buttons for distribution and will obtain additional keys or buttons with the consent of an office holder of the Strata Committee;
 - II. supply Keys or Buttons to the Owner, Owner's agent, or Owner's Tenant only with the consent of an office holder of the Strata Committee;
 - III. maintain and audit annually a register of all Keys and Buttons;

- IV. replace lost Keys, and supply additional Keys issued for a non-refundable fee of \$200 payable by internet banking or cash payment;
 - V. replace lost Buttons and supply additional Buttons issued for a non-refundable fee of \$100 payable by internet banking or cash payment;
 - VI. advise an office holder of the Strata Committee by email in relation to replacement Keys or Buttons of the name of the holder, the Lot number, and the number of the Key or Button, that the non-refundable fee for the Key or Button has been received, and that the Button should be activated.
- (b) Replacement Keys and Buttons are available only from the Strata Manager's office.
- (c) An Owner or their agent is required to show identity and authority to collect a Key and Button.
- (d) A Tenant or their agent is required to show identity and authority from an Owner to collect a Key and Button.

BY-LAW 34: DISPUTE PROCEDURES

- (a) In respect of disputes between Owners or Occupiers and the Owners Corporation
- I. A person may request mediation of any matter for which an order may be sought from the NSW Civil & Administrative Tribunal - NCAT ("**Tribunal**") under the Act.
 - II. On receipt of a request for an application for mediation, the Strata Committee must, if it determines the circumstances of the case are appropriate, arrange for mediation on behalf of the Owners Corporation.
 - III. An Owner, Occupier or the Owners Corporation may apply directly to the Tribunal for mediation and a hearing of a matter.
 - IV. The Secretary will not recognize unsigned correspondence.
- (b) In respect of disputes between Owners or Occupiers
- I. An Owner or Occupier who has a dispute with another Owner or Occupier must endeavour to resolve such dispute between themselves.
 - II. When such a dispute involves a breach of the By-Laws only, the Owners Corporation will act in accordance with the Act.





F: SPECIAL BY-LAWS

Special By-Law 1 - Lot 33 Renovations (passed 20 December 2012)

A. DEFINITIONS

In this by-law, the following terms and definitions shall apply:

- (i) "Owner" means the owner or owners from time to time of Lot 33 in Strata Plan No. 43918.
- (ii) Where any word or term used in this by-law is defined in the *Strata Schemes Management Act 1996*, it will have the same meaning as is attributed to that word or term by the Act.
- (iii) "The Act" means the *Strata Schemes Management Act 1996* as amended from time to time.
- (iv) The singular includes the plural and vice versa.
- (v) Words implying a gender encompass all genders.
- (vi) "The Works" means the following works to be undertaken in Lot 33:
 - (a) Remove existing fixed glass panel and install frameless glass louvres at the eastern end of the atrium of Lot 33;
 - (b) Remove existing fixed glass panel and sliding aluminium frame door to the terrace on the southern side of the Lot and install in their place aluminium framed bi-fold doors;
 - (c) Remove existing fixed glass panel and install frameless glass louvres at the western end of the atrium of Lot 33;

all in accordance with a document entitled "proposed door and window alterations 33/6 Pacific Street, Manly" a copy of which is annexed to the notice of meeting at which this motion is to be considered;
 - (d) Lay Quartz Carpet to be trowelled onto existing tiles on the terraces of Lot 33 and with the Quartz Carpet to be laid so that it falls towards existing drains on the balcony; and
 - (e) Demolish internal walls and internal columns and install steel support columns and beams in accordance with a report by Waddington Consulting Pty Limited dated 7 June 2012 and drawings numbered 10429 S1.00 Revision B and 10429 51.01 Revision B dated June 2012, as amended by plan A-6000 Issue 3 copies of which are annexed to the notice of meeting at which this motion is to be considered;

all in accordance with the plan, drawings, notes and annexures "D" and "E", which are annexed to the notice of meeting at which this motion is to be considered.

B. RIGHTS

- (i) Subject to the conditions in paragraph C of this by-law, the Owner will have:
 - (a) a special privilege in respect of the Common Property to attach and affix the Works to and on the Common Property and keep them so attached and affixed; and

- (b) the exclusive use of those parts of the Common Property to which the Works are directly attached or affixed.

C. CONDITIONS

Bond

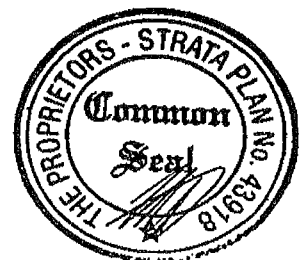
- (ii) Prior to commencing the Works, the Owner shall pay to the Owners Corporation a bond of \$5,000, which may be used by the Owners Corporation in accordance with Conditions (xviii), (xix) and (xx) below.

Repair and Maintenance

- (iii) Subject to the terms of this by-law, any amendment of the bylaws from time to time and any resolution of the Owners Corporation under Section 62(3) of the Act, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the Common Property.
- (iv) The Owner must properly maintain and keep the Common Property to which the Works are directly attached in a state of good and serviceable repair.
- (v) The Owner must properly maintain and keep the Works in a state of good and serviceable repair and must renew or replace the Works as necessary from time to time.

Before commencing the works

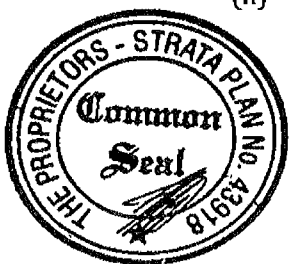
- (vi) Before starting the Works, the Owner must provide the Owners Corporation with:
 - (a) a copy of a certificate of insurance relating to the Works under Section 92 of the *Home Building Act 1989*; and
 - (b) evidence of currency for the duration of the Works of Contractors' All Risks insurance cover in an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
 - (c) if the Works are not an exempt development within the meaning of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, a copy of any requisite approval of the local Council, including all drawings, specifications, conditions and notes, and for that purpose, the Owners Corporation shall execute under seal any development application required to be lodged by the Owner under the *Environmental Planning & Assessment Act 1979* provided such development application seeks approval of the Works as defined in clause A(vi) above;
 - (d) a copy of any requisite construction certificate for the works, under Part 4A of the *Environmental Planning & Assessment Act 1979*;
 - (e) if the Works are if the Works are an exempt development within the meaning of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, the Owners Corporation shall execute under seal any complying development application required to be lodged by the Owner under the *Environmental Planning & Assessment Act 1979* provided such complying development application seeks approval of the Works as defined in clause A(vi) above; and



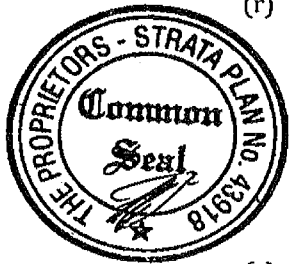
- (f) a dilapidation report as to the condition of the Common Property adjacent to Lot 33, the roof membrane above Lot 33, and the condition of Lots 26, 27, 32 and 34, at the Owner's cost.

Performance of Works

- (vii) In performing the Works, the Owner must:
- (a) use best-quality and appropriate materials and a licensed contractor to carry out the Works in a proper and skilful manner;
 - (b) comply with the Building Code of Australia and all pertinent Australian Standards, including in relation to the laying of all waterproofing membranes;
 - (c) notify the Owners Corporation immediately when any waterproof membrane has been laid, and provide access to the Owners Corporation's nominated engineer to inspect the waterproof membrane prior to laying any new tiles over the membrane;
 - (d) carry out all works in accordance with the structural notes contained on drawings numbered 10429 51.00 Revision A and 10429 51.01 Revision A dated June 2012, as amended by plan A-6000 Issue 3;
 - (e) not allow the obstruction of reasonable use of the Common Property in the course of the Works, by building materials, tools, machines, debris or motor vehicles;
 - (f) transport all construction materials, equipment, debris and other material in the manner reasonably directed by the Owners Corporation;
 - (g) use wall covers in any lift which is to be used for the purpose of transporting construction materials, equipment and debris during the course of the Works and clean the lift immediately of any dirt or debris generated by the Works;
 - (h) not permit tradespersons to carry out the Works to park on Common Property except as permitted in writing by the Executive Committee;
 - (i) move construction materials, equipment, tools and debris through the car park and not through the foyer or lobby of the building;
 - (j) remove all debris generated by the Works regularly from the building and do not store it on common property or leave it in the Owners Corporation's rubbish bins unless prior approval to do so is given in writing by the Executive Committee.
 - (k) protect all areas of the building outside Lot 33 from damage by the Works or by the transportation of construction materials, equipment, tools and debris;
 - (l) keep all areas of the building outside Lot 33 dean and tidy throughout the performance of the Works;
 - (m) only perform the Works between the hours of 8:00 am and 4:00 pm from Monday to Friday and between the hours of 8:00am and 12 noon on Saturday (excluding public holidays);
 - (n) provide 24 hours prior notice in writing to the occupiers of all Lots of the proposed use of any percussion tools, by placing a notice on the Owners Corporation's noticeboard;



- (o) only carry out work involving the use of drills, hammers, chisels, concrete saws or percussion tools between the hours of 8:30 am and 4:00 pm from Monday to Friday, excluding public holidays, and shall not carry out such works on Saturday.
- (p) provide the Owners Corporation and its nominated engineer with access to Lot 33 to inspect the Works and report to the Owners Corporation on the nature and progress of the Works and to provide an engineering certificate in relation to the Works, and the Owner shall pay all costs of the inspection and certificate;
- (q) not lay any floating timber flooring, or hard flooring of any kind in any room other than a kitchen, laundry, lavatory or bathroom;
- (r) immediately stop work if directed to do so by the Owners Corporation's nominated engineer if that engineer determines that the works are not being carried out in accordance with the by-law, or are likely to cause damage to Common Property or the property of the owners of other Lots, and in that event, the engineer shall provide a report about the work that is to be carried out to remedy any damage that has been or is likely to be caused by the Works, and the Owner shall comply with the requirements of that report immediately, at his cost, and shall pay for the inspection and preparation of all reports by the Owners Corporation's nominated engineer; and
- (s) if the Works will require any interruption to the provision of water, sewage, gas, electricity, television or telephone services to any Lot other than the Owner's Lot, at least 24 hours prior notice of the interruption shall be provided to all other occupiers of the building, by placing a notice on the Owners Corporation's noticeboard which sets out the nature of the proposed interruption and the dates and times during which the interruption is expected to occur.



After the Works

- (viii) Within 7 days of completion of the works, the Owner must provide to the Owners Corporation a diagram showing the location of all altered plumbing and drainage servicing the Lot and a copy of all warranties relating to all waterproofing membranes.
- (ix) Within 21 days after completion of the works, the Owner must provide the Owners Corporation with a copy of any requisite compliance certificate for the Works under Part 4A of the *Environmental Planning & Assessment Act 1979*.

After completion of the Works

- (x) Within 7 days of completion of the works, the Owner shall, at his cost, provide the Owners Corporation with a certificate from the Owners Corporation's nominated engineer, addressed to the Owners Corporation, certifying that the works have been carried out in accordance with the report by Waddington Consulting Pty Limited dated 7 June 2012 and drawings numbered 10429 51.00 Revision A and 10429 51.01 Revision A dated June 2012, as amended by plans A-6000 Issue 3, and that the structural integrity of the building will not be undermined by the works, and in the event that such a certificate cannot be issued by that engineer until further works are carried out, the Owner shall immediately carry out all further works as directed by that engineer until in order for that engineer to issue such a certificate.
- (xi) During the course of the Works, the Owner shall provide the Owners Corporation and its nominated engineer with access to the Lot to inspect the Works and report to the Owners Corporation on the nature and extent of the Works and to provide an engineering certificate in relation to the Works, and the Owner shall pay all costs of the inspection and certificate.

- (xii) The Owner, at his own expense, must comply with any requirement or order of the local Council, other statutory authority, or Tribunal or Court having jurisdiction, relating to the Works.
- (xiii) In the event that the Owners Corporation requires access to any pipes or any part of the membrane below the balcony of Lot 33 for the purpose of investigating the condition of, or repairing, maintaining, renewing or replacing any part of the Common Property, the Owners Corporation shall be permitted to lift some or all of the Quartz Carpet if necessary, and in that event, the Owner shall be liable for the cost of supplying and delivering any replacement Quartz Carpet or other floor covering which the Owner wishes to have laid after the completion of the investigation, repair, maintenance, renewal or replacement of Common Property, and the Owners Corporation shall be liable for the cost of laying the floor covering chosen by the Owner, and the Owners Corporation shall be entitled to have that work performed by a licensed tradesperson of its choice. For avoidance of doubt, if the Owner requires the whole of the balcony floor covering to be replaced in order to achieve a consistent and uniform finish after completion of investigation, repair, maintenance, renewal or replacement of Common Property by the Owners Corporation, the Owner shall pay for the removal and disposal of that part of the Quartz Carpet not lifted by the Owners Corporation, and the supply and delivery of sufficient floor covering (such as tiles or Quartz Carpet) to cover the whole of the balcony floor, and the Owners Corporation shall pay for the laying of that floor covering on the whole of the balcony of Lot 33.

Damage

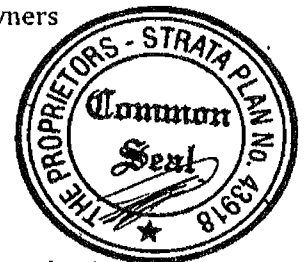
- (xiv) The Owner must repair promptly any damage caused or contributed to by the Works or by the repair, maintenance, renewal or replacement of the Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another lot in the strata scheme.

Indemnity

- (xv) The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, repair, maintenance, renewal or replacement of the Works.

Right to Remedy Default

- (xvi) If the Owner fails to comply with any obligations under this by-law, then the Owners Corporation may:
- (a) carry out all work necessary to perform that obligation;
 - (b) enter upon any part of the parcel to carry out that work; and
 - (c) recover the costs of carrying out that work from the Owner.
- (xvii) The Owner hereby consents to the Owners Corporation, by its servants and agents, having access to the Lot for the purpose of condition (xv) above.
- (xviii) All costs incurred by the Owners Corporation pursuant to condition (xv) above, if not paid at the end of one month after becoming due and payable by the Owner, shall bear until paid, simple interest at an annual rate of 10%, or such other rate as is prescribed from time to time by the *Strata Schemes Management Regulation 2010*, or such regulation as supersedes that Regulation.



- (xix) The Owners Corporation may recover as a debt any costs not paid at the end of one month after they become due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.
- (xx) The Owners Corporation may apply all or any part of the bond to remedying, for its benefit or the benefit of an owner or occupier of another lot in the strata scheme, a breach on the part of the Owner of an obligation under this by-law. It may do so without prejudice to any other right that may arise by reason of the breach.
- (xxi) The Owners Corporation must pay any residue of the bond to the Owner within 28 days of receiving written notice from the Owner that the Works have been completed provided no notice of any damage has been received by it as at that date.
- (xxii) The Owners Corporation must pay any residue of the bond to the Owner after deducting such sums as have been or are to be applied to the rectification of any damage caused by the Works to the property of the Owners Corporation or the owner or occupier of another lot in the strata scheme.

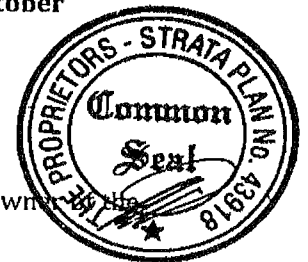
Costs of by-law

- (xxiii) The Owner must pay for the preparation and registration of this by-law and must meet all reasonable expenses of the Owners Corporation incurred in convening a meeting at which this motion is to be considered.

Special By-Law No. 2 - Existing Works and Authorised Works in Lot 7 (passed 30 October 2017)

Existing Works - Rights

1. The owners' corporation agrees that:
 - a. the Existing Works have been installed or effected by or on behalf of the Owner of the Lot; and
 - b. on the conditions set out in this by-law, the Owner shall have a special privilege to keep and maintain the Existing Works and a right of exclusive use and enjoyment of that part of the common property affected by the Existing Works.
2. The Owner (including any contractor carrying out work on behalf of the Owner) must have installed under the tiles in the new bathroom and laundry affected by the Existing Works, waterproof membrane system or systems of a type reasonably satisfactory to the strata committee.
3. The owner's corporation agrees that for the purpose of the Existing Works the Owner has:
 - a. obtained and provided to the strata committee the opinion of a structural engineer (reasonably acceptable to the strata committee) to the effect that the Existing Works as effected in the Lot will not adversely affect the structural integrity of the building or any part thereof;
 - b. provided to the strata committee details of the waterproof membrane installed by the Owner's contractor under the tiles in the bathroom, kitchen and laundry subject of the Existing Works;
 - c. provided to the strata committee a copy of the warranty of the contractor who installed the waterproof membrane system or systems.



4. For the purpose of the Existing Works, the Owner must comply with the conditions of this by-law other than those contained in clause 7.

Authorisation of Works - Rights

5. On the conditions set out in this by-law, the Owner of the Lot shall have a special privilege in respect of the common property to carry out Authorised Works and a right of exclusive use and enjoyment of that part of the common property affected by the Authorised Works.

Definitions

6. For the purposes of this by-law:

"Authorised Works" means the installation of an external condenser unit on the balcony of the Lot and installation of an internal air dispersal unit on the common property wall inside the lounge/dining area of the Lot including affixing to the common property as required and any ducting, wiring and trunking and incidental works thereto.

"Council" means Northern Beaches Council;

"Existing Works" means:

- a. Removal of the existing tiles and waterproofing (if applicable) in the bathroom and laundry and installation of new tiles and waterproofing in the bathroom and laundry;
- b. Removal of the existing flooring in the kitchen and installation of new tiles in the kitchen;
- c. Installation of a false ceiling to the ceiling of the lounge/dining including attaching to common property ceiling as required;
- d. Removal of approximately one meter of non-load bearing wall from around the existing doorway between the kitchen and lounge room;
- e. Installation of a false wall in the lounge to hide a v-shape between the kitchen and laundry; and
- f. all incidental works thereto.

"Lot" means lot 7 in Strata Plan No. 43918;

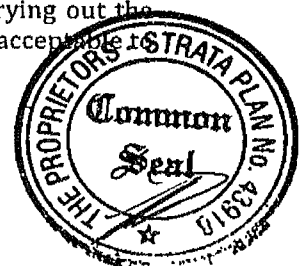
"Owner" means the owner of Lot for the time being in Strata Plan No.43918

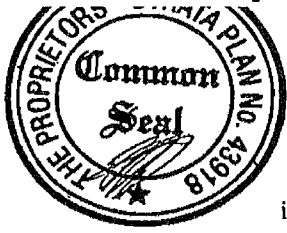
"Utility Services" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 2015*, that word or phrase has the same meaning in this by-law.

Conditions - Other Rights and Obligations

7. Prior to undertaking Authorised Works, in addition to any other requirements under this by-law, the Owner must obtain and provide to the strata committee:
- a. the certificate of currency of the insurance policy of the contractor carrying out the works which is effected with a reputable insurance company reasonably acceptable to the strata committee for:





- i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;
 - ii. any insurance required in respect of the works under section 92 of the Home Building Act 1989; and
 - iii. workers' compensation in accordance with applicable legislation;
- b. any plans, drawings, certificates and/or warranties relevant to the Authorised Works as required by the strata committee acting reasonably.

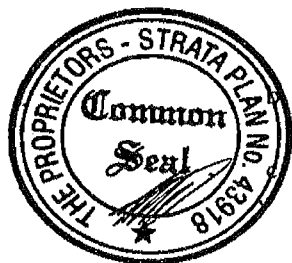
8. In carrying out the Existing Works and/or Authorised Works, the Owner must:

- a. ensure that the works are carried out in a good and workmanlike manner by licensed contractors in compliance with the Building Code of Australia and relevant Australian standards;
- b. ensure that the works are carried out in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot;
- c. ensure that the works are carried out substantially in accordance with the plans, drawings and specifications provided to the strata committee and, if Council approval is required, as approved by the Council;
- d. not materially amend or vary the plans, drawings and specifications without the approval in writing of the strata committee and, if required, the Council;
- e. take reasonable precautions to protect all areas of the building outside the Owner's lot from damage by the works;
- f. ensure that all construction materials, equipment, debris and other material associated with the works is transported over common property in the manner reasonably directed by the strata committee and that no construction materials, equipment, debris and other material associated with the works is deposited on the common property at all or on the pavement outside the building for longer than 24 hours unless prior arrangements have been made by the Owner or the Owner's contractor with the strata committee for the use and siting of a rubbish skip or dump bin;
- g. ensure that all areas of the complex outside the Owner's lot which are affected by the works are kept clean and tidy throughout the performance of the works;
- h. ensure that, so far as is reasonably practicable, the works are performed wholly within the Owner's lot;
- i. ensure that the works are only performed between the hours of 8.00am and 4.00pm Monday to Friday, 8.00am to 1.00pm on Saturday and not at all on Sunday or any public holiday.
- j. ensure that no doors or access ways are blocked, or propped open or hindered in any way by the Owner's contractor, their employees, servants or agents or by construction materials, equipment, debris and other material associated with the works;
- k. ensure that the works do not interfere with or damage the common property (other than as is approved in an appropriate by-law) or the property of any other lot owner or occupier;
- l. ensure that neither the Owner nor the Owner's contractor, their employees, servants or agents uses any of the owners corporation's garbage bins to store or cart debris, building materials, tools or equipment;

- m. ensure that any damage caused by the Owner or the Owner's contractor, their employees, servants or agents in the performance of the works is made good within a reasonable period after that damage occurs;
 - n. ensure that, subject to any extension of time required by reason of any supervening event or circumstance beyond the Owner's reasonable control, the works are completed within two months of their commencement or such longer period of time as the strata committee, acting reasonably, permits.
9. The Owner must within 28 days of completion of the Authorised Works provide to the strata committee any certificate or report required by this by-law and must notify the strata committee in writing of the completion of the works.
10. If the approval of the Council is required to carry out any Authorised Works, on completion of the work the Owner must provide the strata committee with a certificate that the works comply with the conditions of any Council approval.

Maintenance of the Works

11. The Owner must, at the Owner's cost, maintain the fixtures and fittings installed in the course of the Existing Works and Authorised Works in a state of good and serviceable repair and must renew or replace those fixtures and fittings when necessary.
12. The Owner must properly maintain and keep the Existing Works and Authorised Works and the common property to which they are attached in a state of good and serviceable repair.
13. For the avoidance of doubt, if at any time there is leakage from the bathroom and/or laundry being part of the Existing Works so that there is water leaking beyond the boundary of the Lot, the Owner must:
- a. repair the flooring, waterproof membrane and any part of the substrate necessary properly to rectify the water egress from the new bathroom and/or laundry in the Lot;
- repair and reinstate any part of the common property and any other lot damaged by the water egress from the Owner's bathroom and/or laundry;
- carry out such further works as may be reasonably required by the owners corporation's appointed expert to ensure that any common property and/or lot property belonging to another owner is repaired and reinstated.



Cost and Risk of the Works

14. The Existing Works and Authorised Works (including their repair, maintenance, replacement or removal) have been and will be undertaken at the cost and risk of the Owner.
15. The Owner shall bear the costs of the owners corporation including the costs where required for the preparing, making, registering, implementing and enforcing any by-law.

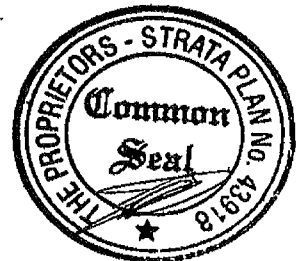
Liability and Indemnity

16. The Owner is liable for any damage caused to any part of the common property, and any lot (including the Lot), or other property arising from the Existing Works and/or Authorised Works and will make good that damage immediately after it has occurred.
17. The Owner indemnifies the owners corporation and each other owner and occupier against any legal liability, loss, damage, cost, charge, claim or proceedings that relates to the installation, performance, maintenance, replacement or removal of the Existing

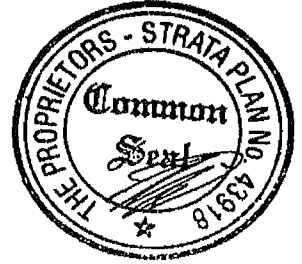
Works and/or Authorised Works on or from the common property including but not limited to any liability under section 122(6) of the Act in respect of any property of the Owner.

Right to Remedy Upon Default

18. If an Owner fails to comply with any obligation under this by-law, then the owners corporation may:
 - a. carry out all work necessary to perform that obligation;
 - b. in accordance with the provisions of the Act enter upon any part of the parcel to carry out that work;
 - c. recover the costs of carrying out that work from the Owner.
19. The costs referred to in clauses 15 and 18(c) of this by-law may include any costs incurred by the owners corporation in carrying out any building repair work, security call-out charges, after hours building management or agency fees, strata management fees, administrative and legal costs to issue correspondence or any notices pursuant to this by-law and any other reasonable cost expended by the owners corporation in rectifying any damage occasioned to the common property by the respective Owner or in enforcing the terms of this by-law against the Owner of the lot.
20. If the costs referred to in clauses 15 and 18(c) of this by-law are not paid at the end of one month after becoming due and payable they shall bear, until paid, simple interest at an annual rate of 10% and the owners corporation may recover as a debt any costs payable by the Owner pursuant to this by-law, not paid at the end of one month after they become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.



FILM WITH



Approved Form 10


Certificate re Initial Period

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

*that the initial period has expired.

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

The seal of The Owners - Strata Plan No 43918. was affixed on [^] ~~THURSDAY 21st~~ ~~DECEMBER~~ 2017 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: MIRCSYNTHIC Authority: LICENSEE

Signature: Name: Authority:

^ Insert appropriate date
* Strike through if inapplicable.

10/1

Lodger Details

Lodger Code 503696B
Name KEMPS PETERSONS LEGAL PTY LTD
Address PO BOX K372
HAYMARKET 1240
Lodger Box 1W
Email KAVITA.PRASAD@KPLG.COM.AU
Reference 195944 - ROB -

Land Registry Document Identification

AR641462

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/SP43918	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP43918
Other legal entity

Meeting Date

20/08/2021

Amended by-law No.

Details BY-LAW 9 & SPECIAL BY-LAW 5

Added by-law No.

Details NOT APPLICABLE

Repealed 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. SP43918

Signer Name MICHELLE MONICA KUMAR

Signer Organisation KEMPS PETERSONS LEGAL PTY LTD

Signer Role PRACTITIONER CERTIFIER

Execution Date 22/11/2021

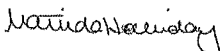
ANNEXURE A

STRATA PLAN 43918

BY-LAWS

SHEARWATER

**6 PACIFIC STREET
MANLY NSW 2095**

Signature: 

Electronic signature of me, Matilda Halliday affixed by me on 16 November 2021
Strata Managing Agent, Robinson Strata Management Pty Ltd [Licence No. 20159764]

in the presence of an authorised witness, who states:

I, Michelle Monica Kumar, as a witness, certify the following matters:

- 1 This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).
- 2 I have confirmed the person's identity using an identification document and the document I relied on was a Passport.

Signature: 

Electronic signature of me, Michelle Monica Kumar affixed by me on 16 November 2021
Solicitor, Kemps Petersons Legal Pty Ltd

STRATA PLAN 43918

TABLE OF CONTENTS

A. Defined terms used in the by-laws	4
By-law 1 – By-law applicability and defined terms	4
B. By-laws concerning use of common property	5
By-law 2 – Vehicle parking on common property	5
By-law 3 – Damage to common property	6
By-law 4 – Obstruction of common property	6
By-law 5 – Wet and sandy entry to common property	6
By-law 6 – Children playing on common property	6
By-law 7 – Moving furniture on or through common property	6
By-law 8 – Security of common property	7
By-law 9 – Common property storage cages	7
By-law 10 – Common property balcony planter boxes	9
C. By-laws concerning use of a lot by owners and occupiers	10
By-law 11 – New occupiers	10
By-law 12 – Appearance of a lot	10
By-law 13 – Noise	10
By-law 14 – Keeping of animals	11
By-law 15 – Behaviour of owners, occupiers & visitors	11
By-law 16 – Smoke penetration	12
By-law 17 – Preservation of fire equipment & smoke detection devices	12
By-law 18 – Storage of inflammable liquids & other substances & materials	12
By-law 19 – Disposal of waste	12
By-law 20 – Use of a lot & common property insurance	13
By-law 21 – Compliance with planning & other requirements	13
D. Repairs, maintenance, alterations	14
By-law 22 – Responsibilities for repairs, maintenance and alterations	14
By-law 23 – Inspection for fire safety and property maintenance	14
By-law 24 – Alterations, renovations and improvements to a lot	14
By-law 25 – Register of approved works	14
By-law 26 – Cosmetic works	14
By-law 27 – Minor works require strata committee consent	15
By-law 28 – Minor works – air-conditioning units on common property	16
By-law 29 – Floor finishes	17
By-law 30 – Major works require owners corporation consent	18
E. The owners corporation of strata plan no. 43918	19
By-law 31 – Information for owners and occupiers	19
By-law 32 – Electronic communication	20
By-law 33 – Key and security button management	20

By-law 34 – Dispute procedures	20
F. Special by-laws	21
Special by-law no. 1 – Lot 33 renovations.....	21
Special by-law no. 2 – Existing works and authorised works in lot 7.....	26
Special by-law no. 3 – Authorisation of building works in lot 3.....	30
Special by-law no. 4 – Authorisation of building works in lot 36 (unit 34)	33
Special by-law no. 5 – Renovation of lot 35 (unit 23)	36
Special by-law no. 6 – Authorisation of building works in lot 9.....	39
Special by-law no. 7 – Authorisation of building works in lot 9.....	42

A. Defined terms used in the by-laws

By-law 1 – By-law applicability and defined terms

- (a) All Owners and Occupiers of Strata Plan No. 43918 must comply with these By-Laws.
- (b) An owner ("**Owner**") and a lot ("**Lot**") are as defined in section 4 of the *Strata Schemes Management Act 2015* (NSW) ("**Act**");
- (c) A person is or persons are an occupier when they are ("**Occupier**"):
- I. An Owner occupying a Lot as the Owner's place of residence, whether permanently or intermittently; or
 - II. A tenant of an Owner, being a person entitled to the exclusive use of a Lot under a Residential Tenancy Agreement or other such lease or a licensee who resides in the Lot ("**Tenant**"); or
 - III. A person or persons visiting the Lot of a Tenant or Owner ("**Visitor**") when the Visitor resides for more than two nights in a Lot in any 7-day period; or
 - IV. Any other person who lawfully resides in a Lot.
- (d) Further defined terms used are as defined in section 4 of the Act:
- I. "**Common Property**";
 - II. "**Strata Committee**";
 - III. "**Special Resolution**";
 - IV. "**Owners Corporation**";
- (e) The defined terms in this By-Law apply to all other By-Laws for this Strata Plan No. 43918 unless otherwise indicated in a particular By-Law.