

AP 13A
1987

SCHEDULE ONE HEREINBEFORE REFERRED TO

The Transferor hereby grants/reserves

Notes (k) and (l)

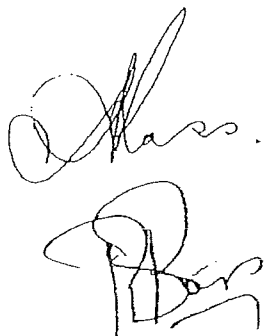
SCHEDULE TWO HEREINBEFORE REFERRED TO

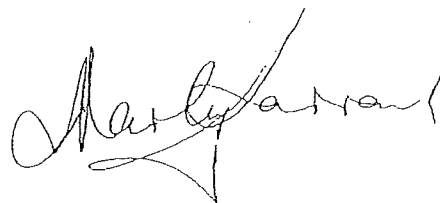
The Transferor hereby covenants with

Notes (m) and (n)
Also complete
transferor panel on
front of form

SCHEDULE TWO HEREINBEFORE REFERRED TO

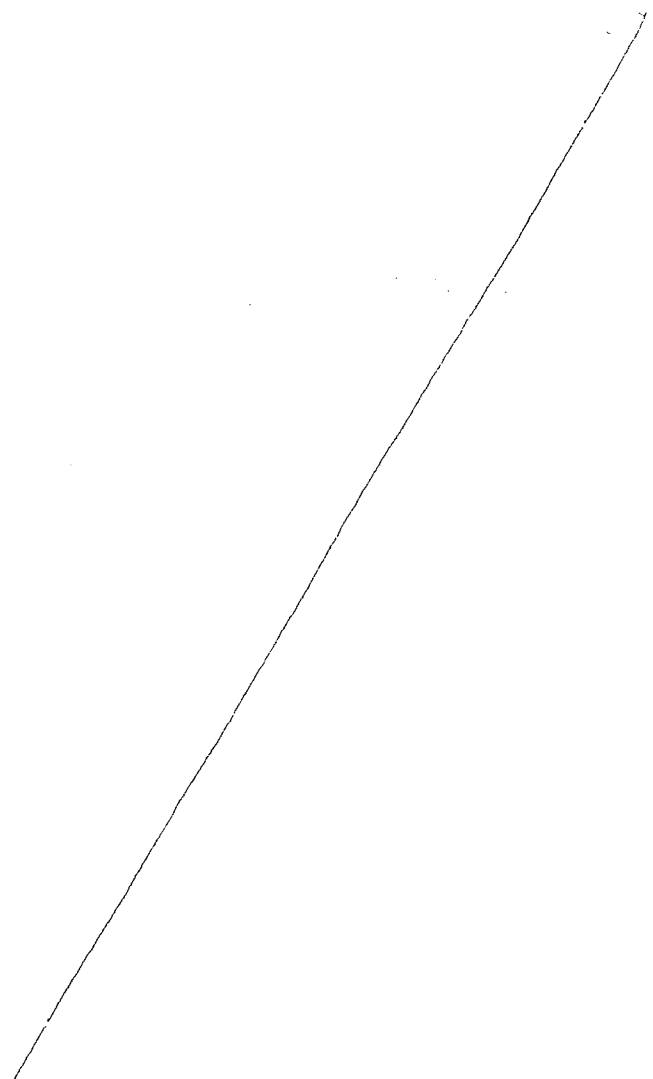
The Transferor does hereby for the benefit of Lot 74 in Deposited Plan 774580 being part of the land contained in Certificate of Title Volume 3139 Folio 126 (hereinafter called "the dominant tenement") covenant with the Transferee (in this covenant called "the Authority") and with the Council of the Municipality of Strathfield and so as to bind and burden Lot 25 in Deposited Plan 774580 being part of the land in Certificate of Title Volume 3139 Folio 126 (hereinafter called "the servient tenement") that the Transferor will not without the written consent of the Authority (which consent may be revoked at any time by the Authority at its discretion and without compensation) construct or allow to be constructed on the servient tenement any means of access to or from the dominant tenement or use or allow to be used the servient tenement as a means of access to or from the dominant tenement AND it is hereby declared that the restriction imposed by this covenant shall cease to apply if the dominant tenement after having been declared a controlled access road/freeway under Section 4 of the State Roads Act 1986 thereafter ceases to be such a controlled access road/freeway.





SCHEDULE THREE HEREINBEFORE REFERRED TO

Notes (n) and (l) The Transferee hereby covenants with



RP 13A
1987

INSTRUCTIONS FOR COMPLETION

This form is only to be used for the transfer of land together with the granting or reservation of easements and/or the creation of restrictive covenants. For other transfers use forms RP 13, RP 13B, RP 13C, as appropriate.

This dealing should be marked by the Stamp Duties Division, Department of Finance before lodgment at the Land Titles Office

Typewriting and handwriting should be clear, legible and in permanent dense black or dark blue non-copying ink.

Alterations are not to be made by erasure the words rejected are to be ruled through and initialled by the parties to the dealing in the left hand margin.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.

Registered mortgagees, chargees and lessees of the servient tenement should consent to any grant or reservation of easement; otherwise the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.

The signatures of the parties and the attesting witnesses should appear below the last provision in the last completed schedule.

Rule up all blanks

The following instructions relate to the side notes on the form.

(a) Description of land.

- (i) **CURRENTS TITLE REFERENCE.**—Insert the current reference to the Folio of the Register for the land being transferred, e.g., 125/SP12345 or Vol. 12634 Fol. 126.
(ii) **PART-WHOLE.**—If part only of the land in the Folio of the Register is being transferred, delete the word "WHOLE" and insert the lot and plan number, portion, etc. See also sections 327 and 327AA of the Local Government Act, 1995.
(iii) **LOCATION.**—Insert the locality shown on the Certificate of Title, e.g., at Cheltenham. If the locality is not shown, insert the Parish and County, e.g., Ph. Lismore Co. Ross.

(b) Tenement panel.

Insert the current Folio Identifier or Volume and Folio of the Certificate of Title for both the servient and dominant tenements of the easements, e.g., 125/SP12345 or Vol. 12634 Fol. 126, &c. This panel is also to be completed for covenants by the transferor.

(c) Show the full name, address and occupation or description.

(d) If the estate being transferred is a lesser estate than an estate in fee simple, delete "fee simple" and insert appropriate estate.

(e) Delete if only one transferee. If more than one transferee, delete either "joint tenants" or "tenants in common", and, if the transferees hold as tenants in common, state the shares in which they hold.

(f) In the memorandum of prior encumbrances, state only the registered number of any mortgage, charge or lease (except where the consent of the mortgagee, chargee or lessee is furnished) and of any writ recorded in the Register.

(g) Delete whichever words are inappropriate.

(h) Execution.

GENERALLY

- (i) Should there be insufficient space for execution of this dealing, use an annexure sheet.
(ii) The certificate of correctness under the Real Property Act, 1900, must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he/she is personally known. The solicitor for the transferee may sign the certificate on behalf of the transferee, the solicitor's name (not that of his/her firm), to be typewritten or printed adjacent to his/her signature.
(iii) Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.

ATTORNEY

- (i) If the transfer is executed by an attorney for the transferor/transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his/her authority, e.g., "AB by his/her attorney for receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No."

AUTHORITY

- (i) If the transfer is executed pursuant to an authority (other than specified in (ii)) the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.

CORPORATION

- (i) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state their position (e.g., director, secretary) in the corporation.

(i) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.

(j) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration, pbte. for probate, L/A for letters of administration, &c.

(k) State the nature of the easement (see, e.g., section 181A of the Conveyancing Act, 1919) and accurately describe the site of the easement. The grant or reservation of easement (other than an easement in gross) must comply with section 88 of the Conveyancing Act, 1919. If not applicable, rule through this space.

(l) Annexures should be of the same size and quality of paper and have the same margins as the transfer form. Each such annexure must be identified as an annexure and signed by the parties and the attesting witnesses. Any plan annexed should comply with regulation 37 of the Real Property Act regulations, 1970.

(m) This space is provided for any restrictive covenant by the transferor (which must comply with section 88 of the Conveyancing Act, 1919). If not applicable, rule through this space.

(n) This space is provided for any restrictive covenant by the transferee (which must comply with section 88 of the Conveyancing Act, 1919). If not applicable, rule through this space.

OFFICE USE ONLY

FIRST SCHEDULE DIRECTIONS

(A) FOLIO IDENTIFIER	(B) DIRECTION	(C) NAME
	PROP	ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES as to part being lot 74 in DP 774580 and PETER DOUGLAS ROSS & ANNETTE MARIE ROSS as joint tenants as to the residue being lot 25 in DP 774580

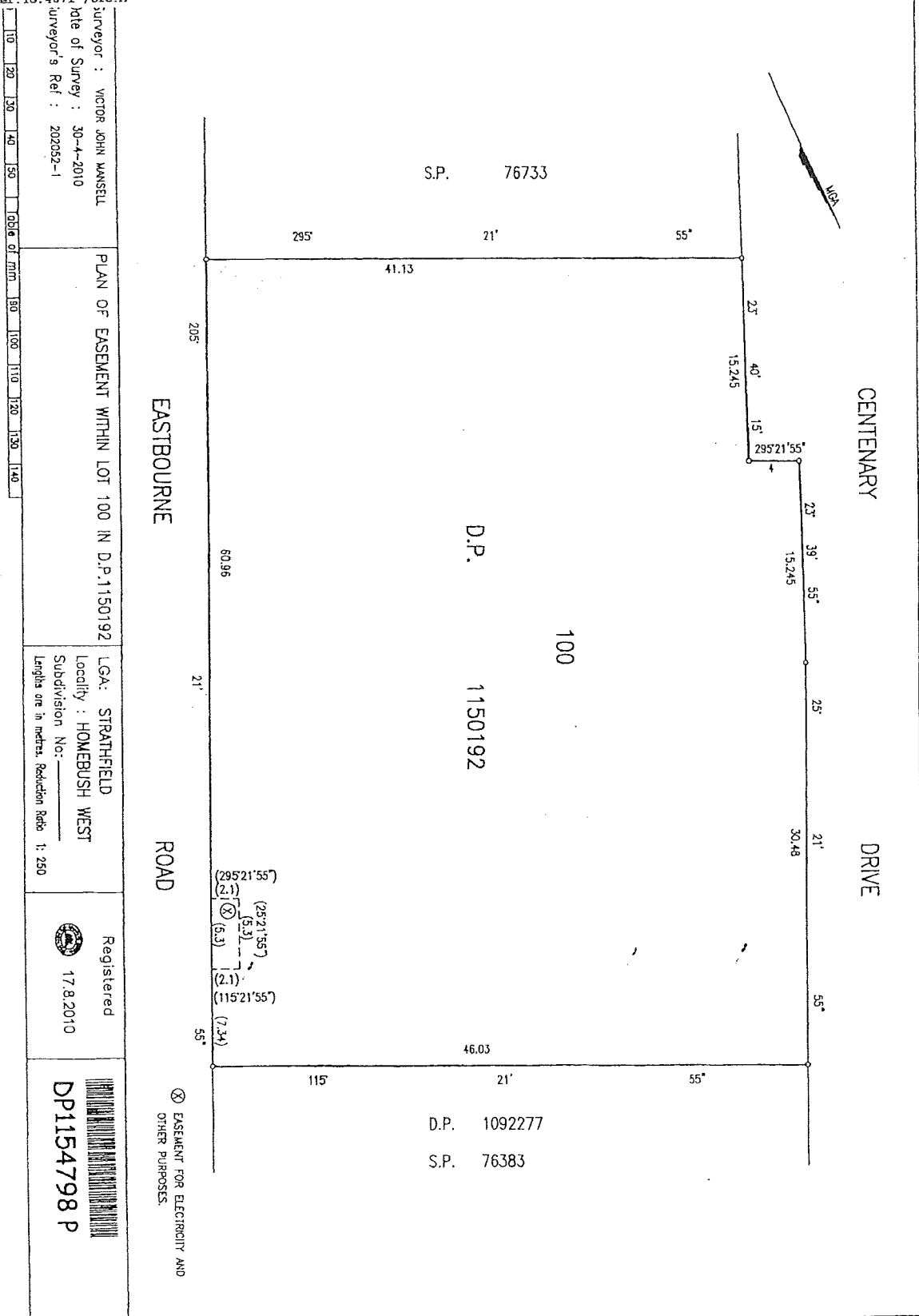
SECOND SCHEDULE & OTHER DIRECTIONS

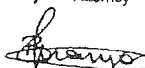
(D) FOLIO IDENTIFIER (OR REGD. DEALING & FOLIO IDENTIFIER)	(E) DIRECTION	(F) NOTFN TYPE	(G) DEALING NUMBER	(H) DETAILS
	ON	CV		affecting lot 25 in DP 774580.
	ON	ZZ		new folios have been issued for lots 25 & 74 in DP 774580
	CT		NOCT	

PLAN FORM 1 (A)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 1 of 1 sheets



DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 2 sheet(s)
SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads or to create reserves, drainage reserves, easements, restrictions on the use of land or positive covenants. PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE: 1. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES. AS SET OUT IN THE ACCOMPANYING INSTRUMENT. SIGNED SEALED AND DELIVERED for and on behalf of EnergyAustralia by KATHERINE MARGARET GUNTON its duly constituted Attorney pursuant to Power of Attorney registered Book 452B No. 401  Attorney  Witness Use PLAN FORM 6A for additional certificates, signatures, seals and statements	 DP1154798 S Registered:  17.8.2010 Title System: TORRENS Purpose: EASEMENT PLAN OF EASEMENT WITHIN LOT 100 IN D.P.1150192 LGA: STRATHFIELD Locality: HOMEBUSH WEST Parish: LIBERTY PLAINS County: CUMBERLAND Surveying Regulation 2006 I, <u>VICTOR JOHN MANSELL OF W. BUXTON P/L</u> <u>of 76 WILLISON ROAD, CARLTON 2218</u> a surveyor registered under the Surveying Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation, 2006 and was completed on <u>30-4-2010</u> The survey relates to <u>EASEMENT ONLY</u> (specify the land actually surveyed, or specify any land shown in the plan that is not the subject of the survey) Signature <u>V. Mansell</u> Dated <u>3/5/2010</u> Surveyor registered under the Surveying Act, 2002 Datum Line: _____ Type: ~~Urban/Rural~~ Plans used in preparation of survey/compilation D.P. 1150192 (if insufficient space use Plan Form 6A annexure sheet)	
Crown Lands NSW/Western Lands Office Approval I, _____ in approving this plan certify (Authorised Officer) that all necessary approvals in regard to the allocation of the land shown herein have been given Signature: _____ Date: _____ File Number: _____ Office: _____	Subdivision Certificate I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation: the proposed _____ set out herein * (insert 'subdivision' or 'new road') _____ * Authorised Person/General Manager/Accredited Certifier Consent Authority _____ Date of Endorsement _____ Accreditation no: _____ Subdivision Certificate no: _____ File no: _____ * Delete whichever is inapplicable.	
SURVEYOR'S REFERENCE: 202052-1		

OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF EASEMENT WITHIN LOT 100
IN D.P.1150192

DP1154798

Registered:



17.8.2010

Subdivision Certificate No: _____

Date of Endorsement: _____

EASTBOURNE DEVELOPMENTS P/L
SOLE DIRECTOR / SECRETARY

[Signature] ACN 099 296 401

ARIF GROUPS P/L ACN 127 499 049
SOLE DIRECTOR / SECRETARY

[Signature]

EXECUTED by BANK OF
WESTERN AUSTRALIA LTD.
A.C.N. 050 494 454 by its Attorneys:

and

its duly constituted Attorneys
under Power of Attorney
No. 4305 959 dated 10th
April 2001 who at the date
hereof had no notice of revocation
of such Power of Attorney
in the presence of:

[Signature]
An Officer of the Bank

) BANK OF WESTERN AUSTRALIA LTD
by its Attorneys:

[Signature]
Signature
SCOTT SHYING

DIRECTOR
Name and Title (please print)

SURVEYOR'S REFERENCE: 202052-1

OFFICE USE ONLY

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



DP1154798 B

(Sheet 1 of 3 Sheets)

Plan of easement within Lot 100 DP 1150192

Full Name and Address of the Registered Proprietor of the Land: EASTBOURNE DEVELOPMENTS PTY LIMITED and
ARIF GROUPS PTY LIMITED of PO Box 370
Earlwood NSW 2206

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities
1.	Easement for electricity and other purposes	Lot 100 DP 1150192	EnergyAustralia ABN 67 505 337 385

PART 2 (Terms)

TERMS OF EASEMENT FOR ELECTRICITY AND OTHER PURPOSES NUMBERED 1 IN THE PLAN

An easement is created on the terms and conditions set out in memorandum registered number AC289041. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

EASTBOURNE DEVELOPMENTS v/l
SOLE DIRECTOR

[Signature]

EXECUTED by BANK OF
WESTERN AUSTRALIA LTD.
C.N. 050 494 454 by its Attorneys:

and Scott Shying
Grant Foote
duly constituted Attorneys
of Power of Attorney
No 4305 039 dated 10th
Nov 2001 who on the date
of hereof is of revocation
and is duly attested

[Signature]
Grant Foote
Associate Director

BANK OF WESTERN AUSTRALIA LTD
by its Attorney: ARIF GROUPS v/l
SOLE DIRECTOR
[Signature]
Signature
SCOTT SHYING
DIRECTOR
Name and Title (please print)

[Signature]
[Signature]

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

(Sheet 2 of 3 Sheets)

Plan:

Plan of easement within Lot 100 DP 1150192

DP1154798

EXECUTED by EASTBOURNE)
DEVELOPMENTS PTY LIMITED in)
accordance with section 127 of the)
Corporations Act: 62N 099 296 401

Signature of director

Name (please print)

Signature of director/secretary

MICHAEL MICHAELSON
Name (please print)

EXECUTED by ARIF GROUPS PTY LIMITED)
in accordance with section 127 of the)
Corporations Act: 62N 127 499 049)

Signature of director

Name (please print)

Signature of director/secretary

HAKAN ARIF
Name (please print)

EXECUTED by BANK OF
WESTERN AUSTRALIA LTD.
6 C.N. 050 454 454 by its Attorneys:
and Scott Shyng
Grant Toole
its duly constituted Attorneys
under Power of Attorney
No. 4305 059 dated 10th
April 2001 who at the date
hereof had no notice of revocation
of such Power of Attorney
in the presence of:

An Officer of the Bank Grant Toole
Branch Director

BANK OF WESTERN AUSTRALIA LTD
by its Attorneys:

Signature
SCOTT SHYNG
DIRECTOR
Name and Title (please print)

K. M. T.
Branch Director

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

(Sheet 3 of 3 Sheets)

Plan:

Plan of easement within Lot 100 DP 1150192

DP1154798

EXECUTED for and on behalf of)
ENERGYAUSTRALIA by)
KATHERINE MARGARET GUNTON)
Its duly constituted Attorney pursuant to)
Power of Attorney registered Book 4528 No.)
401 in the presence of:)

Attorney

Witness

BRIDGET ANNE THOMSON
Name of Witness (please print)

570 George Street
Sydney, NSW, 2000

Address of Witness

EXECUTED by BANK OF
WESTERN AUSTRALIA LTD.
A.C.N. 050 494 454 by its Attorneys:
and Scott Shyng
Grant Todd
Its duly constituted Attorneys
under Power of Attorney
No. 4305 950 dated 10th
April 2001 who at the date
hereof had no notice of revocation
of such Power of Attorney
in the presence of:

An Officer of the Bank Grant Todd

Hyattie Sinclair

BANK OF WESTERN AUSTRALIA LTD
by its Attorneys:

Signature

SCOTT SHYNG

DIRECTOR
Name and Title (please print)

REGISTERED



17.8.2010

INSTRUMENT SETTING OUT TERMS OF POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT 1919, AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973.

Sheet 1 of 2 Sheets



SP84224 B

PART 1

Plan of Subdivision of Lot 100 in D.P.1150192
covered by Strata Certificate No. SC1508
of

Full name and address of proprietor of the land

EASTBOURNE DEVELOPMENTS PTY LIMITED and
ARIF GROUPS PTY LIMITED of PO Box 370 Earlwood
NSW 2206

PART 1

Number of item shown in the Intention panel on the plan:	Identity of easement, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Positive Covenant	Common Property	Strathfield Municipal Council

PART 2

Terms Of Positive Covenant Firstly Referred To In The Abovementioned Plan.

The stormwater detention facility as described by the plans of LMW Design Group Pty Limited, Plan No's D1, D2, D3 and D4, Job No MET 0206 Rev. A, of Strathfield Council Development Application No. 0203/194 and the conditions of such consent, shall not be altered or removed in whole or in part without written approval of Strathfield Council.

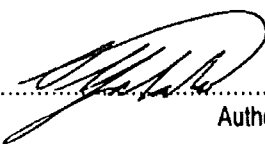
The registered proprietor are to maintain the stormwater detention facility in working condition.

The pit and pump drainage system shall be inspected annually by an approved tradesperson/Engineer. The approved tradesperson/Engineer shall certify to Council annually that the system has been checked and is fully operational.

Authorised Strathfield Council employees are to be allowed access for inspection upon reasonable notice. The registered proprietor is to comply with any notices issued by Council regarding rectification or maintenance works to be carried out for compliance.

In the event of the registered proprietors not complying with the notice, Council or its authorised agents may enter and carry out specified work, and recover the costs due.

Approved by Strathfield Municipal Council


.....
Authorised Person

INSTRUMENT SETTING OUT TERMS OF POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT 1919, AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973.

Sheet 2 of 2 Sheets

SP84224

Plan of subdivision of Lot 100 in D.P.1150192
covered by Strata Certificate No. SC1508
of

Name Of Person Whose Consent Is Required To Release The Positive Covenant Firstly Referred To In The Abovementioned Plan

Strathfield Municipal Council

Executed by EASTBOURNE DEVELOPMENTS
PTY LIMITED
ABN 73 049 296 401

SOLE Director

by

Secretary

Executed by ARIF GROUPS PTY LIMITED
ABN 80 127 499 049

SOLE Director

by

Secretary

EXECUTED by BANK OF
WESTERN AUSTRALIA LTD.
A C N 050 494 454 by its Attorneys:
WARWICK TAMES TINGLE
and

its duly constituted Attorneys
under Power of Attorney
No 4305 959 dated 10th
April 2001 who at the date
hereof had no notice of revocation
of such Power of Attorney
in the presence of:

An Officer of the Bank
INERO 11/01/12

BANK OF WESTERN AUSTRALIA LTD
by its Attorneys:

Signature

WARWICK TAMES TINGLE
Name and Title (please print)
**SENIOR MANAGER
BUSINESS CREDIT**

Approved by Strathfield Municipal Council

Authorised Person

REGISTERED



2.9.2010

Form: 15CH
Release: 1-0

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015
Real Property Act 1900



AM125804H

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	For the common property CP/SP 84224				
(B) LODGED BY	<table border="1"><tr><td>Document Collection Box 573X</td><td>Name, Address or DX, Telephone, and Customer Account Number if any Network Strata Services Pty Limited 123421L PO BOX 265 HURSTVILLE BC NSW 1481 Reference: 84224</td></tr></table>	Document Collection Box 573X	Name, Address or DX, Telephone, and Customer Account Number if any Network Strata Services Pty Limited 123421L PO BOX 265 HURSTVILLE BC NSW 1481 Reference: 84224	<table border="1"><tr><td>CODE CH</td></tr></table>	CODE CH
Document Collection Box 573X	Name, Address or DX, Telephone, and Customer Account Number if any Network Strata Services Pty Limited 123421L PO BOX 265 HURSTVILLE BC NSW 1481 Reference: 84224				
CODE CH					

- (C) The Owners-Strata Plan No. 84224 certify that pursuant to a resolution passed on 29/11/2016 and
- (D) in accordance with the provisions of Section 141 of Strata Schemes Management Act 2015
the by-laws are changed as follows---
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-law 35
Amended by-law No. NOT APPLICABLE
as fully set out below:
As set out in Annexure A

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

- (G) The seal of The Owners-Strata Plan No. 84224 was affixed on 13/1/2017 in the presence of
the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal

Signature:

Name: Brad Wood

Authority: Appointed Strata Manager

Signature:

Name:

Authority:



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

1612

Page 1 of 18

1 of 18

on COAL
off SH
off ALL CB

Annexure A Change of By-Laws

Parties: 84224

Dated: 29 November 2016

Special By-Law 35- Levying of Debt Collection Expenses

PART 1 – Preamble

- (i) The intention of this By-law is to provide a mechanism for the Owners Corporation to add any expenses incurred associated with the pursuit of Levy Arrears and/or Debt Recovery Action for outstanding levies onto an owner by adding the charges directly to the lot owners' notice of contributions or 'Levy Notice'.
- (ii) The expenses shall include but will not be limited to expenses charged by the Strata Managing Agent, Debt Collection agents or Solicitors engaged by the Owners Corporation or the reasonable expenses of the executive committee that are incurred during the debt recovery process.
- (iii) These expenses will include any expenses or levies issued by the Owners Corporation prior to the commencement of this By-law.

PART 2 – Definitions & Interpretation

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

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

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

'Levy Payment Notice' means a notice issued by the Owners Corporation to an owner of a lot as notification that a payment for a standard levy, special levy or charge upon the lot is due and payable to the Owners Corporation.

'Lot' means any lot in the strata plan.

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

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

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

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

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

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

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

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

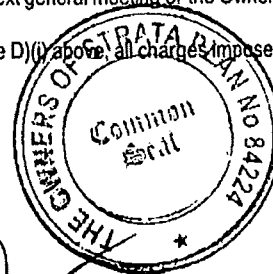
PART 3 - Powers, Duties and Obligations of the Owners Corporation

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

- (i) The Owners Corporation shall have the authority to add all costs associated with the recovery of levy arrears and/or Debt Recovery Action from a lot owner as a debt by way of a levy charged to the lot;
- (ii) Any Debt Recovery expenses may be added to an owners' Levy Payment Notice that is issued by the Owners Corporation from time to time;
- (iii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- (iv) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
- (v) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;
- (vi) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

PART 4 - Owners Right of Appeal

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





Tel: 1300 NETSTRATA
Fax: 1300 644 402

P.O. Box 265
HURSTVILLE BC 1481

By-Laws

Strata Plan 84224

37-43 EASTBOURNE ROAD HOMEBUSH WEST

The Following are the Standard By-laws registered with the scheme. Strata Plan registration Date: 14/12/2010

1 Noise

An owner or occupier of a lot must not create any noise on a lot or 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.

2 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

3 Obstruction of Common Property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

4 Damage to Lawns and Plants on Common Property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:
(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
(b) use for his or her own purposes as a garden any portion of the common property.

5 Damage to Common Property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot, unless the device is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62 of the Act, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (3) that forms part of the common property and that services the lot.



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6 Behaviour of Owners and Occupiers

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

7 Children Playing on Common Property in Building

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

8 Behaviour of Invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

9 Depositing Rubbish and Other Material on Common Property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

10 Hanging Out of Washing

Standard By-Laws 10 was repealed by the Owners Corporation on 22/11/2010

11 Preservation of Fire Safety

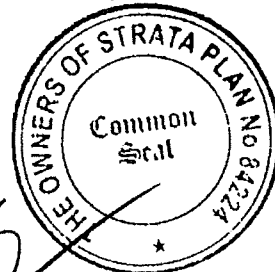
The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

12 Cleaning Windows and Doors

Standard By-Laws 12 was repealed by the Owners Corporation on 22/11/2011

13 Storage of Inflammable Liquids and Other Substances and Materials

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal





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combustion engine.

14 Changes to Floor Coverings and Surfaces

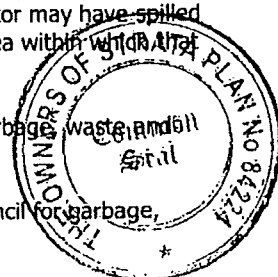
- (1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- (2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

15 Floor Coverings

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

16 Garbage Disposal

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
 - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
 - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
 - (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot must:
 - (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and all recyclable material, and
 - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage,





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recyclable material or waste.

(4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

17 Keeping of Animals

Standard By-Laws 17 was repealed by the Owners Corporation on 17/11/2010

18 Appearance of Lot

(1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

(2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 10.

19 Change in Use of Lot to be Notified

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

20 Provision of Amenities or Services

(1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- (a) window cleaning,
- (b) garbage disposal and recycling services,
- (c) electricity, water or gas supply,
- (d) telecommunication services (for example, cable television).

(2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note. Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

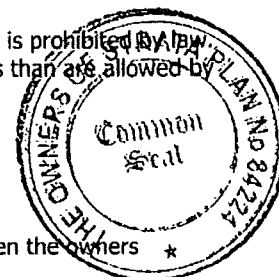
21 Compliance with Planning and Other Requirements

(1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

(2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

22 Service of Documents on Owner of Lot by Owners Corporation

A document may be served on the owner of a lot by electronic means if the person has given the owners





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corporation an e-mail address for the service of notices and the document is sent to that address.

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

BL-10 Hanging Out of Washing as amended

Registration Date: 12/01/2012

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.
- (3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.
- (4) In this clause: washing includes any clothing, towel, bedding or other article of a similar type.

BL-12 Cleaning Windows and Doors as amended

Registration Date: 12/01/2012

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

BL-17 Keeping of Animals as amended

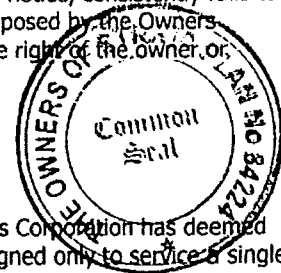
Registration Date: 14/12/2010

- (1) Subject to section 49 (4), an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.
- (2) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:
 - (a) notify the owners corporation that the animal is being kept on the lot,
 - (b) keep the animal within the lot,
 - (c) carry the animal when it is on the common property,
 - (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal,
 - (e) take all reasonable steps to ensure that the animal does not interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.
- (3) If the Owners Corporation consents to the keeping of an animal on the lot or the common property, the Owners Corporation may grant its consent on such conditions that it may think reasonable in its absolute discretion and in all events the provisions of By-Law 16(2) and 16(4) hereunder shall apply.
- (4) In the event that an owner or occupier of a lot upon which an animal is kept, after notice, consistently fails to comply with any matters set out in By-Law 16(2)(a) to (e) hereof or any conditions imposed by the Owners Corporation pursuant to By-Law 16(3) then the Owners Corporation may terminate the right of the owner or occupier to keep an animal.

21 Absolution of Appliance Maintenance

Registration Date: 14/12/2010

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





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cabling, pipe, mounting, ducting or other pertinent fixture of the appliance) is located on or within common property or lot property.

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

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

22 Installation of Foxtel - Units

Registration Date: 14/12/2010

Pursuant to By-Law 19, the Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 1996 (NSW) and the other By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to undertake and effect the following:

- (a) To purchase and install Foxtel satellite or cable television to the strata scheme including all associated equipment such as cabling, amplifiers and wall plates at their discretion, and;
- (b) The maintenance, repair, renewal and replacement of the equipment referred to in subclause (a).

23 Access for Inspection of Fire Services

Registration Date: 14/12/2010

A) Definitions

(a) The following terms are defined to mean:

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

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

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

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

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

B) Duties of Owners

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

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

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

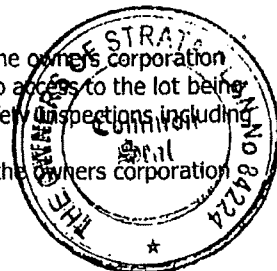
C) Duties of the Owners Corporation

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

D) Indemnity

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

ii) An owner of a lot must indemnify the Owners Corporation against any loss or damage the owners corporation





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suffers as a result of the restoration of any faulty fire safety equipment necessary to be undertaken in order for the Annual Fire Safety Statement to issued.

E) Right to Remedy Default

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

- i) Carry out all work necessary to perform the obligation;
- ii) Enter upon any part of the parcel to carry out that work; and
- iii) Recover the costs of carrying out that work as a debt from the owner of the lot in the form of a levy being annexed as a charge upon the lot.

24 Alterations and Additions to Fire Doors

Registration Date: 14/12/2010

A) Definitions

(a) The following terms are defined to mean:

'Fire Door' means the common property entrance door/s to each lot in the strata scheme including all attached locks, door handles, door frames and other ancillary structures. 'Original Condition' means the condition at the date of registration of the strata scheme.

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

B) Duties of Owners

(a) Notwithstanding by-law 5 of Schedule One of the Strata Schemes Management Act 1996, an owner or occupier of a lot must not;

(b) replace or make any alterations or additions to the Fire Door that gives access to the owner's or occupier's lot (including, but not limited to the replacement of locks) without first obtaining the written approval of the owners corporation; and

(c) make any alterations or additions to a Fire door that gives access to the owner's or occupier's lot that is in breach of the fire regulations under the Building Code of Australia.

C) Liability

1. An owner of a lot will be liable for any damage, alteration or addition made or caused to a Fire Door by the owner without the written approval of the owners corporation, and will reinstate the Fire Door to its original condition immediately after it has occurred.

2. An owner of a lot will also be liable for any damage, alteration or addition made or caused to a Fire Door by the occupier or lessee of that owner's lot without the written approval of the owners corporation, and will reinstate the Fire Door to its Original Condition immediately after it has occurred.

D) Indemnity

i) An owner of a lot must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of any damage, alteration or addition made or caused to a Fire Door by the owner or the occupier or lessee of the owner's lot including liability under section 65(6) in respect of any property of the owner.

E) Right to Remedy Default

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

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



25 Installation of Security Screens

Registration Date: 14/12/2010

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

2. The style, design and finish of any proposed security screens shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall



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appearance of the property, such style and design of the first of any one type of screen to be notified to the secretary or the strata managing agent will, if approved by the Executive Committee, set the precedent for any other similar installations of security screens that may be proposed elsewhere in the strata scheme;
3. In the event an owner of a lot fails to accede to sub clauses 1 & 2 of this By-Law, then the Owners Corporation may request the removal of the installed security screens.

26 Service of Documents by Owners Corporation

Registration Date: 14/12/2010

PART 1 - Preamble

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

PART 2 - Definitions & Interpretation

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

- (a) Act means the Strata Schemes Management Act 1996 (NSW) or any amendment
- (b) Email means the commonly recognised system for sending and receiving messages electronically over a computer network, as between personal computers, including any attachments to the email
- (c) Facsimile means any electronic communication device that transmits information in a form from which written material is capable of being reproduced
- (d) Lot means any lot in the strata plan
- (e) Notices means any correspondence issued by the Owners Corporation, including but not limited to notices and minutes of general meetings or executive committee meetings, levy contribution notices and levy contribution arrears notices, notices issued pursuant to section 45 of the Act (Notice to Comply) and all general correspondence
- (f) Non-Statutory Notice means any notice that the Owners Corporation is not obliged to issue under the Act, such as levy contribution reminder letters and levy contribution arrears notices, By-law warning letters, or general correspondence
- (g) Owner means the owner of the Lot
- (h) Owners Corporation means the owners corporation created by the registration of strata plan XXXXX
- (i) SMS means Short Message Service, the common text messaging service available on mobile phones and other handheld devices

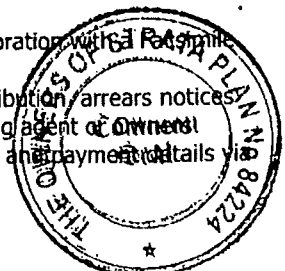
2.2 In this by-law, unless the context otherwise requires:

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

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

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

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





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

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

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

PART 4 - Responsibilities and Obligations of Owners

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

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

4.3 Where the Owners Corporation has complied with the terms and conditions of this By-law and the owner of a lot fails to receive any notices due to a failure to supply the Owners Corporation with updated information pursuant to clause 4.1, then the Owners Corporation cannot be held liable for the failure to receive the notice.

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

27 Preservation of Fire Safety

Registration Date: 12/01/2012

The owner or occupier of a lot must not do anything or permit any invitees of the 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 parcel or to reduce the level of fire safety in the lots or common property.

28 Changes to Floor Coverings and Surfaces

Registration Date: 12/01/2012

(1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.

(2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

29 Delivery of Executive Committee Notices and Minutes

Registration Date: 12/01/2012

When issuing notices and minutes of Executive Committee Meetings, the Strata Managing agent shall be obliged to distribute the meeting notices and minutes by;

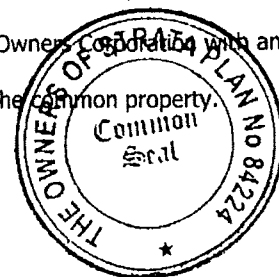
(1)(a) Affixing a copy of the notice or minutes on the common noticeboard in accordance with the provisions of the Act, or;

(b) By emailing a copy of the notices or minutes to all owners that have provided the Owners Corporation with an email address for the delivery of notices by the Owners Corporation.

(2) The Owners Corporation must cause a notice-board to be affixed to some part of the common property.

30 Easterly Balcony Lot 48

Registration Date: 12/01/2012





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The owner/s for the time being of lot 48 in the strata scheme and any persons authorised by them from time to time shall be entitled to the exclusive use and enjoyment of that part of the common property indicated on the plan attached (hereinafter referred to as "the exclusive use area") as a private balcony subject to the following terms and conditions:

- 1.0 the exclusive use area shall only be used as private open space;
- 1.1 the exclusive use area must be maintained in a clean and tidy state by the owner/s of lot 48 at no cost to the Owners Corporation;
- 1.2 the owner/s of lot 48 must pay all costs of maintenance, care and replacement of landscape, paving or other materials used within the exclusive use area without claim on the Owners Corporation;
- any damage to common property that occurs during, or results from, the enclosure or subsequent removal or replacement of, or use of, the enclosure must be forthwith made good by the owners of Lot 48 at no cost to the Owners Corporation
- 1.3 the owners of Lot 48 must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for the enclosure;
- 1.4 no permanent or semi-permanent structure of any sort shall be erected in the exclusive use area without the written consent of the Owners Corporation;
- 1.5 the balcony railings must be undertaken by Balustrade Specialists Ph: 9632 1700 and the tiling to the balcony must be undertaken by the same contractors used for the construction of the strata scheme.
- 1.6 the railings must be certified by an Engineer and the report submitted to the strata manager for compliance.
- 1.7 It is acknowledged that any benefit or burden conveyed by this By-law shall pass to any future owners of lot 48;
- 1.8 In the event that an owner or occupier of lot 48, after notice, fails to comply with any matters set out in conditions (1.0) to (1.9) hereof then the Owners Corporation may terminate the rights granted by this By-Law.
- 1.9 The owners of lot 48 are responsible for all costs involved with the preparation and lodgement of this By-Law.

31 Absolution of Maintenance - Lot Fixtures and Fittings

Registration Date: 26/07/2013

PART 1 - Introduction and Intent

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

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

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

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

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

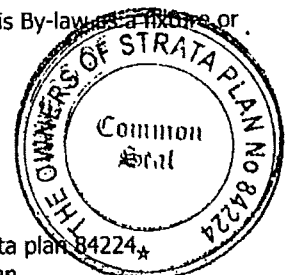
Waterproofing shall also remain the Owners Corporations responsibility, except where a lot owner has undertaken a renovation within their lot that affects a waterproofed area.

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

PART 2 - Definitions

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

- (a) Act means the Strata Schemes Management Act 1996 (NSW) or any amendment
- (b) Lot means any lot in the strata plan
- (c) Owner means the owner of the Lot
- (d) Owners Corporation means the owners corporation created by the registration of strata plan 84224*
- (e) Internal Area means any area within the envelope of a lot as defined by the Strata Plan





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

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

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

PART 3 - Terms and Conditions

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

3.1 Internal Areas

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

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

3.2 Bathroom, Ensuites and Laundry Areas

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

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

3.3 Kitchen Areas

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

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

3.4 Floor Coverings

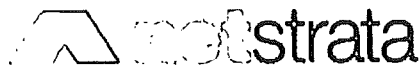
(a) All carpet within the lot

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

3.5 Balcony/Courtyard Areas

- (a) All tiles, pavers and decking
- (b) All stairs and handrails within the balcony or courtyard area
- (c) All awnings, pergolas, privacy screens or louvers, whether originally or installed by the lot owner subsequent to





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the registration of the Strata Plan

- (d) All plants and grassed areas within the balcony or courtyard
- (e) The pruning, trimming or removal of a tree or trees, including damage caused by roots
- (f) Fences that divide two lots
- (g) All lights, switches, light fittings and wiring within the balcony or courtyard of the lot

3.6 Electrical Fittings & Appliances

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

3.7 Front Door, Balcony Doors, Windows and Garage Area

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

32 Receipt of Electronic Pages

Registration Date: 12/12/2013

PART 1.1 - PREAMBLE

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

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

PART 1.2 - GRANT OF RIGHT

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

PART 1.3 - THIS BY-LAW TO PREVAIL

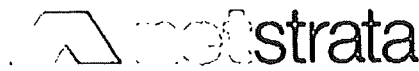
1.3 If there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

PART 2 - DEFINITIONS & INTERPRETATION

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

- (a) Act means the Strata Schemes Management Act 1996.





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(b) Agreement means a lease, licence, by-law or other agreement which confers a right of exclusive use of common property of the Strata Scheme to the Owner.

(c) Electronic Communication means a document or instrument, including, but is not limited to, a form of proxy for the purpose of clause 11 of Schedule 2 to the Act, the content of which is in an electronic media format only.

(d) Lot means any lot in strata plan no. 84224

(e) Owner means the owner from time to time of the Lot.

(f) Owners Corporation means the owners corporation constituted on the registration of strata plan no. 84224

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

(h) Strata Scheme means the strata scheme relating to Strata Plan no. 84224

2.2 Interpretation

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

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

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

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

2.2.2 Despite anything contained in this by-law, if any provision or part of a provision in this by-law is held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law to the extent that it is void, or unenforceable but the remainder of this by-law shall remain in full force and effect.

PART 3 - CONDITIONS

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

(a) provides the Owners Corporation with an email address;

(b) warrants that the Owner has taken all necessary action to prevent unauthorised access to the email address; and

(c) consents to the email address being relied upon by the Owners Corporation to uniquely identify the Owner in respect of the communication.

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

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

(a) the communication is received in accordance with the notice period under the Act;

(b) the communication is in the form prescribed by the Strata Schemes Management Regulation 2010; and

(c) it contains the Owner's mark where a signature is required and, in conjunction with the email address provided pursuant to clause 3.1 of this by-law, allows the Owners Corporation to identify the Owner in respect of the proxy.

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

33 Installation of Child Window Safety Devices

Registration Date: 10/02/2015

PART 1 - Preamble

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

PART 2 - Definitions

(i) The following terms are defined to mean:

'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a statutory or lawful





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authority or any contractor or agent engaged by the Owners Corporation or lot owner.

'Lot' means any lot in the strata plan.

'Occupier' means the occupier of a Lot

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

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

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

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

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

'Required Devices or Safety Devices' means a locking or other security device that must be installed pursuant to section 64A of the Act.

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

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

PART 3 - Rights and Obligations of Lot Owners

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

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

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

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

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

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

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

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

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

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

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

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

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

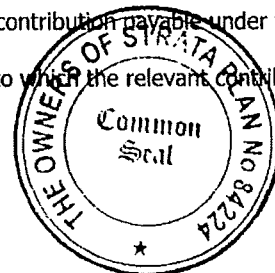
(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;

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

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

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

34 Installation of Air Conditioners





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Registration Date: 12/01/2016

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

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

35 Levying of Debt Collection Expenses

Registration Date: 13/01/2017

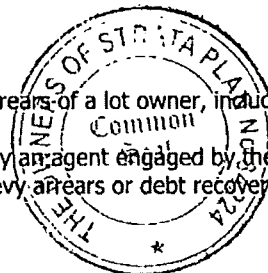
PART 1 - Preamble

- (i) The intention of this By-law is to provide a mechanism for the Owners Corporation to add any expenses incurred associated with the pursuit of Levy Arrears and/or Debt Recovery Action for outstanding levies onto an owner by adding the charges directly to the lot owners' notice of contributions or 'Levy Notice'.
- (ii) The expenses shall include but will not be limited to expenses charged by the Strata Managing Agent, Debt Collection agents or Solicitors engaged by the Owners Corporation or the reasonable expenses of the executive committee that are incurred during the debt recovery process.
- (iii) These expenses will include any expenses or levies issued by the Owners Corporation prior to the commencement of this By-law.

PART 2 - Definitions & Interpretation

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

'Agent' means any person engaged by the Owners Corporation to pursue levy arrears of a lot owner, including but not limited to the Strata Managing Agent, Debt Collection Agents or Solicitors.
'Costs' includes any charge, fee or invoice imposed on the Owners Corporation by an agent engaged by the Owners Corporation or the reasonable expenses of executive commit for the pursuit of levy arrears or debt recovery against a lot owner.





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'Levy Payment Notice' means a notice issued by the Owners Corporation to an owner of a lot as notification that a payment for a standard levy, special levy or charge upon the lot is due and payable to the Owners Corporation.

'Lot' means any lot in the strata plan.

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

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

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

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

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

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

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

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

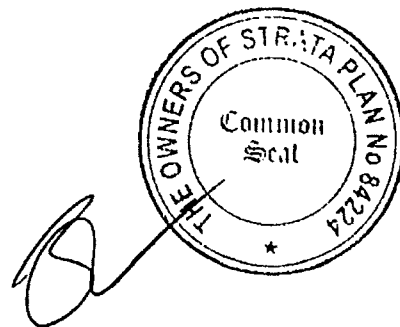
PART 3 - Powers, Duties and Obligations of the Owners Corporation

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

- (i) The Owners Corporation shall have the authority to add all costs associated with the recovery of levy arrears and/or Debt Recovery Action from a lot owner as a debt by way of a levy charged to the lot;
- (ii) Any Debt Recovery expenses may be added to an owners' Levy Payment Notice that is issued by the Owners Corporation from time to time;
- (iii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- (iv) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
- (v) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;
- (vi) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

PART 4 - Owners Right of Appeal

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



18/9/18