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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Adrian William Real Estate 270-276 King Street, Newtown NSW 2042 nicholas@adrianwilliam.com.au	Phone: 1300 008 585 Nicholas Viewey 0400 655 556
co-agent		
vendor	BENJAMIN ROBERT STANLEY OGLE and BROOKE JEAN OGLE 102/1 GANTRY LANE, CAMPERDOWN NSW 2050	
vendor's solicitor	COSTI LEGAL 828A Old Northern Road Middle Dural NSW 2158	Phone: 0424 857 421 Email: gc@costilegal.com.au Ref: 268870 : George Costi
date for completion	42nd	day after the contract date (clause 15)
land (address, plan details and title reference)	102/1 GANTRY LANE, CAMPERDOWN NSW 2050 LOT 2 IN STRATA PLAN 88940 FOLIO IDENTIFIER: 2/SP88940	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☐ HOUSE ☐ garage ☐ carport ☒ home unit ☒ carspace ☒ storage space ☐ none ☐ other:	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	☒ air conditioning	☐ curtains	☐ insect screens	☒ range hood
	☒ blinds	☐ dishwasher	☐ internet/TV receiver	☐ solar panels
	☒ built-in wardrobes	☐ EV charger	☒ light fittings	☐ solar power battery
	☒ ceiling fans x 3	☒ fixed floor coverings	☐ pool equipment	☒ Oven
	☐ clothes line	☒ other: Cooktop, Shutters		

exclusions

purchaser

purchaser's solicitor

price $

deposit $ (10% of the price, unless otherwise stated)

balance $

contract date (if not stated, the date this contract was made)

Where there is more than one purchaser ☐ JOINT TENANTS
☐ tenants in common ☐ in unequal shares, specify:_____

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

buyer's agent

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

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SIGNING PAGE

VENDOR	**PURCHASER**
Signed by _____ Vendor _____ Vendor	**Signed** by _____ Purchaser _____ Purchaser

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

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Choices

Vendor agrees to accept a ***deposit-bond*** ☐ NO ☐ yes

Nominated *Electronic Lodgment Network* (*ELN*) (clause 4): **PEXA**

Manual transaction (clause 30) ☒ NO ☐ yes
(if yes, vendor must provide further details, including any applicable exception, in the space below):

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

Land tax is adjustable ☒ NO ☐ yes
GST: Taxable supply ☒ NO ☐ yes in full ☐ yes to an extent
Margin scheme will be used in making the taxable supply ☒ NO ☐ yes
This sale is not a taxable supply because (one or more of the following may apply) the sale is:

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

Purchaser must make a *GSTRW payment* (GST residential withholding payment) ☒ NO ☐ yes (if yes, vendor must provide details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*: $

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

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

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

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

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

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

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List of Documents

General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location print)
- ☒ 9 sewer lines location diagram (sewer service diagram)
- ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 occupation certificate
- ☐ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 18 licence benefiting the land
- ☐ 19 old system document
- ☐ 20 Crown purchase statement of account
- ☐ 21 building management statement
- ☐ 22 form of requisitions
- ☐ 23 *clearance certificate*
- ☐ 24 land tax certificate

Home Building Act 1989

- ☐ 25 insurance certificate
- ☐ 26 brochure or warning
- ☐ 27 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 28 certificate of compliance
- ☐ 29 evidence of registration
- ☐ 30 relevant occupation certificate
- ☐ 31 certificate of non-compliance
- ☐ 32 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☒ 33 property certificate for strata common property
- ☒ 34 plan creating strata common property
- ☒ 35 strata by-laws
- ☒ 36 strata development contract
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development contract or management statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate (strata)
- ☐ 57 information certificate (association)
- ☐ 58 document relevant to an exclusive supply network
- ☐ 59 disclosure statement - off the plan contract
- ☐ 60 other document relevant to off the plan contract

Other

- ☐ 61

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

Strata Republic Pty Ltd
PO Box R1860
Royal Exchange NSW 1225
Phone: 1300 884 104
Email: info@stratarepublic.com.au

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

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

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

(a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and

(b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

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

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Cooling off period (purchaser's rights)

1 This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.

2 EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—

(a) for an off the plan contract—the tenth business day after the day on which the contract was made, or

(b) in any other case—the fifth business day after the day on which the contract was made.

3 There is NO COOLING OFF PERIOD—

(a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or

(b) if the property is sold by public auction, or

(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or

(d) if the contract is made in consequence of the exercise of an option, other than an option that is void under the Act, section 66ZG.

4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.

5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

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WARNINGS

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

Australian Taxation Office	**Local Council**
County Council	**Local Land Services**
Department of Education	**NSW Fair Trading**
Department of Planning, Housing and Infrastructure	**NSW Public Works**
	Owner of adjoining land
Department of Primary Industries and Regional Development	**Privacy**
	Subsidence Advisory NSW
Electricity, gas and telecommunications	**Transport agencies**
Homes NSW	**Water, sewerage or drainage authority**

If you think that any of these matters affects the property, tell your solicitor.

2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**

3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**

4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**

5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**

6. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.**

7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**

8. **The purchaser should arrange insurance as appropriate.**

9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**

10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**

11. **The purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**

12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the Australian Taxation Office.**

13 **From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.**

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

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

1.1 In this contract, these terms (in any form) mean –

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
completion time	the time of day at which completion is to occur;
deposit-bond	a deposit bond or guarantee with each of the following approved by the vendor – ● the issuer; ● the expiry date (if any); and ● the amount;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
document of title	document relevant to the title or the passing of title;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties*' *Conveyancing Transaction*;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (15% as at 1 January 2025);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
manual transaction	a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
normally	subject to any other provision of this contract;
participation rules	the participation rules as determined by the *ECNL;*
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
populate	to complete data fields in the *Electronic Workspace*;

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requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 20 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
3.9 The vendor must give the purchaser any original *deposit-bond* –
3.9.1 on completion; or
3.9.2 if this contract is *rescinded*.
3.10 If this contract is *terminated* by the vendor –
3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
3.11 If this contract is *terminated* by the purchaser –
3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Electronic transaction

4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
and in both cases clause 30 applies.
4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
4.2.1 each *party* must –
- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
4.3 The *parties* must conduct the *electronic transaction* –
4.3.1 in accordance with the *participation rules* and the *ECNL*; and
4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
4.5 *Normally,* the vendor must *within* 7 days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace.*
4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
4.7.2 create and *populate* an *electronic transfer*;
4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
4.11 Before completion, the *parties* must ensure that –
4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
4.11.2 all certifications required by the *ECNL* are properly given; and
4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
4.12 If the computer systems of any of the *Land Registry*, the *ELNO,* Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

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4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and

4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.

4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

4.14.1 holds them on completion in escrow for the benefit of; and

4.14.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

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

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do whatever is reasonably necessary to enable the purchaser, subject to the rights of any tenant –

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

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13 Goods and services tax (GST)

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7), the *party* must adjust or pay on completion any GST added to or included in the expense, but –

13.3.1 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and

13.3.2 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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14 Adjustments

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.

14.2 The *parties* must make any necessary adjustment on completion, and –

14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and

14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.

14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.

14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –

14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;

14.4.2 by adjusting the amount that would have been payable if at the start of the year –

- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 The *parties* must not adjust any first home buyer choice property tax.

14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

● Vendor

16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.

16.2 The legal title to the *property* does not pass before completion.

16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.

16.4 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

● Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

- deposit paid;
- *FRCGW remittance* payable;
- *GSTRW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

16.5.2 any other amount payable by the purchaser under this contract.

16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.

16.7 On completion the deposit belongs to the vendor.

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

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18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and

20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

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

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

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

23 Strata or community title
● Definitions and modifications
23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2 In this contract –
23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
- a change from a development contract or management statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;
23.2.3 'contribution' includes an amount payable under a by-law;
23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s174 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
● Adjustments and liability for expenses
23.5 The *parties* must adjust under clause 14.1 –
23.5.1 a regular periodic contribution;
23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
23.6.2 the purchaser is liable for all contributions determined after the contract date.
23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
23.8.3 a past or future change in the scheme or a higher scheme.
23.9 However, the purchaser can *rescind* if –
23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

● Notices, certificates and inspections

23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
23.12 The vendor can complete and send the interest notice as agent for the purchaser.
23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

● Meetings of the owners corporation

23.17 If a general meeting of the owners corporation is convened before completion –
23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

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

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

25.10 The vendor must give a proper covenant to produce where relevant.

25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

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26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event, but does not apply to an event to which clause 28 applies.
29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.
29.7 If the *parties* can lawfully complete without the event happening –
29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and
29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

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

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

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

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32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

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Special Conditions

34 Amendments to printed provisions

The Contract shall be amended by: -

(i) Delete 14.4.2: and replace with purchaser will adjust land tax on the actual amount paid by the vendor.

(ii) Delete clause 23.13 and 23.14.

(iii) Clause 23.6.1 substitute the words "even if it is payable by installments" to "however should it payable in installments, the Vendor shall be liable only for installments payable prior to the Contract date which shall be adjusted on a pro-rata basis"

35 Death, incapacity or bankruptcy of either party

Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, should either party (and if more than one person comprises that first party then any one of them) prior to completion:

(a) die or become mentally ill, then either party may rescind this contract by notice in writing to the first party's solicitor. At that time, this contract will be at an end and the provisions of clause 19 will apply; or

(b) be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a company have a petition for its winding up presented or enter into any scheme of arrangement with its creditors or have a liquidator receiver or official manager of it appointed, then the first party will be in default under this contract.

36 Interest for late completion

If this contract is not completed by the completion date and the vendor is ready willing and able to complete, then in addition to any other right the vendor may have under this contract or otherwise, the purchaser must, on completion of this contract:

(a) pay to the vendor interest on the unpaid balance of the purchase price at the rate of 10% per annum calculated on a daily basis, from and including the completion date, until completion actually takes place;

(b) the obligation of the purchaser to pay interest to the vendor under this special condition is an essential term and continues with any other monies payable by the purchaser to the vendor under this contract; and

(c) interest payable under this special condition is a genuine pre-estimate of liquidated damages and will be deemed to form part of the balance of purchase monies due and payable on completion.

(d) Pay the vendor an amount of $300.00 as a re-imbursement of the Vendor's additional conveyancing expenses occasioned by the delay of the Purchaser provided that such reimbursement shall not be payable if such a delay is occasioned solely by the vendor.

(e) Adjustments will be calculated from contract settlement date.

37 No agent other than named agent

(a) The purchaser:

(i) warrants that the purchaser was not introduced to the property or the vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the vendor's agent or co-agent, if any, specified in this contract); and

(ii) indemnifies the vendor, against:

(A) any claim for commission by any real estate agent or other person (other than the vendor's agent or co-agent, if any, specified in this contract) arising out of any such introduction of the purchaser; and

(B) claims and expenses of and incidental to the defence and determination of any such claim made against the vendor.

(b) Rights under this clause do not merge on completion.

38 No representations

The purchaser represents and warrants that in entering this contract the purchaser has:

(a) not relied upon any representation or warranties about its subject matter by the vendor or its agents except those set out in this contract; and

(b) relied only on the purchaser's own enquiries or enquiries made on the purchaser's behalf which relate to the property.

39 Notice to complete

Notwithstanding any rule of law or equity to the contrary, the parties expressly agree that any notice to complete given by either party to the other party under this contract shall be sufficient as to time if a period of 14 days from the date of service of the notice is allowed for completion.

If the Vendor issues a Notice to complete, the Purchaser shall allow the Vendor at settlement an amount of $275.00 for the vendor's additional conveyancing expenses. The payment of such monies is an essential term of this contract.

40 Property sold in present condition

(a) The Purchaser acknowledges that the purchaser:

(i) accepts the property in its present condition and state of repair together with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4; and

(ii) subject to any infestations and dilapidation;

(iii) subject to existing water, sewerage, drainage and plumbing services and connections in respect of the property.

(iv) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under the Act in respect of any building on the land.

(v) cannot make any objection, requisition or claim, or rescind, terminate or delay completion of this contract because of the condition or state of repair or any such faults of the property.

41 Release of deposit

Notwithstanding the provisions of clause 2.1 herein the Purchaser consents to all or a portion of the Deposit being released for use by the Vendor to pay a deposit on a purchase of property or to pay stamp duty on a purchase of property. The Purchaser authorises the release of the deposit and the Vendor shall prior to requesting release of the Deposit give notice to the Purchaser of the amount to be released and the payee.

42 Guarantee if purchasing in a Company Name

(b) In this special condition:

(i) the Guarantor is **.....** and

(ii) Guaranteed Money means all amounts which at any time, for any reason and subject to any contingency, are or may be come payable by the purchaser to the vendor in connection with or as a result of any breach of this contract.

(c) The Guarantor acknowledges that the vendor has entered this contract at the request of the Guarantor and in reliance on the guarantee and indemnity set out in this special condition.

(d) The Guarantor unconditionally and irrevocably guarantees payment to the vendor of the Guaranteed Money.

(e) If the purchaser does not pay the Guaranteed Money on time and in accordance with the terms of this contract, the Guarantor agrees to pay the Guaranteed Money to the vendor on demand whether or not demand has been made on the purchaser. A demand may be made at any time.

(f) In consideration of the vendor selling the property to the purchaser under this contract at the request of the Guarantor, the Guarantor guarantees the performance all the obligations of the purchaser under this contract. The guarantor indemnifies the vendor from any liability, claim, expense or loss that it may incur arising out of the purchaser's failure to perform any of its obligations under this contract.

(g) As a separate obligation, the Guarantor indemnifies the vendor against all liability or loss arising from:

(i) the Guaranteed Money not being recoverable from the guarantor or the purchaser because of any circumstances; and

(ii) any costs, charges or expenses incurred in connection with clauses (e) and (f) of this special condition.

(h) This guarantee and indemnity is a continuing security and extends to all of the Guaranteed Money and other money payable under this guarantee and indemnity. The Guarantor cannot require the vendor to proceed against or enforce any other right, power, remedy or security, or claim payment from the purchaser or any other person before claiming from the Guarantor under this guarantee and indemnity.

(i) The liabilities under this guarantee and indemnity of the Guarantor as a guarantor, principal debtor or indemnifier and the rights of the vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them including, without limitation, one or more of the following:

(i) the vendor or another person granting time or other indulgence to, compounding or compromising with or releasing the purchaser;

(ii) acquiescence, delay, acts, omissions or mistakes on the part of the vendor; or

(iii) any variation or novation of a right of the vendor, or alteration of this contract or a document, in respect of the purchaser.

(j) Until the Guaranteed Money is paid in full, the Guarantor may not, without the consent of the vendor:

(i) try to reduce its liability under this guarantee and indemnity, raise a defence, set-off or counter-claim available to it or the purchaser against the vendor, or claim a set-off or make a counter-claim against the vendor;

(ii) make a claim or enforce a right or a security against the purchaser or its property;

(iii) prove in competition with the vendor if a liquidator, provisional liquidator, official manager or trustee in bankruptcy is appointed

in respect of the purchaser or if the purchaser is otherwise unable to pay its debts when they fall due; or

(iv) claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of a mortgage, charge, other encumbrance or guarantee held for the Guaranteed Money or other money payable under this guarantee and indemnity.

(k) The Guarantor represents and warrants that its obligations under this guarantee and indemnity are valid and binding and that it does not enter into it in the capacity of a trustee of any trust or settlement.

(l) This special condition is an essential term of this contract.

43 Conflicts

If there is any conflict between the pre-printed provisions of the contract and these special conditions, the special conditions apply.

44 Cancelled settlement

If the Purchaser cancels settlement without the fault of the vendor the purchasers shall allow $200.00 including GST to reschedule settlement on each occasion the settlement is rescheduled.

45 Reduced Deposit

1. If the vendor agrees to accept a reduced deposit in addition to any other rights and benefits accruing to the vendor hereunder, it is hereby agreed that in the event the purchaser shall make default in the performance of his obligations in this Contract contained and notwithstanding the provisions of clause 9 in that regard the Vendor shall have the right to demand and receive from the purchaser that amount as shall represent the difference between the deposit paid as provided by clause 2 and 10% of the purchase price and so to recover the same from the purchaser as a liquidated debt.

2. In the event that condition 45.1 shall apply, notwithstanding Kazacos v Shaungling International Development Pty Ltd [2016] NSWSC 1504, both parties agree that the Purchaser acknowledges that the balance of the deposit payable by him as a consequence of the Purchaser's default, does not constitute a penalty under this Contract, but rather, is the balance of the 10% deposit that the Vendor would be otherwise entitled to, pursuant to clause 9.1, had the Vendor insisted that the full payment of the 10% deposit been paid by the Purchaser on the exchange of this Contract.

46 Electronic Transactions

(a) The parties agree that this Contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument.

(b) Execution by either (or both) parties to this Contract of a facsimile or email copy of this Contract executed by that party or their Conveyancer / Solicitor to the other part or the other party's Conveyancer / Solicitor shall constitute a valid and binding execution of this contract by such parties.

(a) For the purposes of the Electronic Transactions Act, 1999 (Cth) and Electronic Transactions Act, 2000 (NSW) each of the parties consent to receiving and sending the Contract electronically.

47 Section 184 Certificate

If the property is a strata lot the vendor hereby authorises the Purchaser to obtain a certificate under Section 184 or the Strata Scheme Management Act 2015 and/or Section 26 Community Land Management Act 1989. The purchase shall not be entitled to raise objection, requisition or claim for compensation, rescind this Agreement or delay completion in respect of the application of these certificates.

48 Settlement Figures and Certificates

Settlement figures are to be submitted to the vendors solicitors four (4) clear business days before settlement. If the purchaser fails to submit settlement figures to the vendors Solicitors in accordance with this special condition then the purchaser shall pay on settlement an amount of $200.00 being a contribution towards additional costs incurred by the vendor arising from the delay.

COSTI LEGAL

Cooling off certificate for NSW residential property under section 66W of the Conveyancing Act 1919

Property:

Vendor:

Purchaser:

I, of
in the state of New South Wales, solicitor/ conveyancer, certify as follows:

1. I am a Solicitor/ Conveyancer currently admitted to practise in New South Wales.

2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 (NSW) with reference to a contract for sale of land (**Contract**) in respect of the purchase of the property known as (**Property**) from (**Vendor**) (**Purchaser**) in order that there is no cooling off period in relation to the Contract.

3. I do not act for the Vendor and am not employed in the legal practice of a solicitor acting for the Vendor nor am I a member or employee of a firm of which a solicitor acting for the Vendor is a member or employee.

4. I have explained:

   (a) the effect of the Contract;

   (b) the nature of this certificate; and

   (c) the effect of giving this certificate to the Vendor, which is that there is no cooling off period in relation to the Contract

Dated

……

Solicitor/ Licensed Conveyancer

COSTI LEGAL

Conditions of sale by auction

If the property is or is intended to be sold at auction:
Bidders record means the bidders record to be kept pursuant to clause 18 of the Property, Stock and Business Agents Regulation 2003 and section 68 of the Property, Stock and Business Agents Act 2002:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
   (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences;
   (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
   (c) The highest bidder is the purchaser, subject to any reserve price;
   (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
   (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
   (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
   (g) A bid cannot be made or accepted after the fall of the hammer; and
   (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
   (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
   (b) Subject to subclause 2A, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
   (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the vendor or announces 'vendor bid'.

2A. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a vendor as executor or administrator:
   (a) More than one vendor bid may be made to purchase interest of co-owner;
   (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
   (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the vendor; and
   (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co- owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

3. The following condition, in addition to those prescribed by subclause 1, is prescribed as applicable to and in respect of the sale by auction of livestock. The purchaser of livestock must pay the stock and station agent who conducted the auction, or under whose immediate and direct supervision the auction was conducted, or the vendor the full amount of the purchase price:
   (a) If that amount can reasonably be determined immediately after fall of hammer – before the close of the next business day following the auction; or
   (b) If that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,

   unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

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Email: info@stratarepublic.com.au

Dear Strata Manager

Re: Ogle sale of 102/1-7 Gantry Lane Camperdown NSW 2050

We confirm that we act on behalf of **Brooke Jean Ogle and Benjamin Robert Stanley Ogle** in relation to the sale of the abovementioned property.

We hereby authorise you to allow the prospective purchaser or its Agent to inspect the books and records and prepare a Strata Report with regard to **Lot 2 in Strata Plan 88940.**

In addition, the purchasers are authorised to order section 184 Strata Certificate.

Yours sincerely
Costi Legal

George Costi

George Costi
Principal Solicitor
J.D Law (Usyd) B. Const. (University Medal)

THE LAW SOCIETY OF NSW
PROFESSIONAL STANDARDS SCHEME
Liability limited by a scheme approved under Professional Standards Legislation.

COSTI LEGAL

STRATA RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

VENDOR:

PURCHASER:

PROPERTY:

DATED:

---

1. If the answer to any of these questions is "yes", please supply full details and a copy of all relevant documentation.
2. In these requisitions PROPERTY means land together with improvements and fixtures, Land means land without improvements and fixtures, Improvements means improvements and fixtures and includes common property (if any).

Capacity

3. Is the vendor (if there is more than one vendor) any one of them under any legal incapacity such as;
   (a) minority;
   (b) An order or declaration under the Protected Estates Act 1983 or the Inebriates Act 1912;
   (c) Bankruptcy or entering a Part X arrangement under the Bankruptcy Act 1966;
   (d) If the vendor is a company, any notice, an application or order received by the vendor or made at Court for its winding up, or for the appointment of a receiver, an administrator or a controller.
4. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Possession

5. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
6. Is anyone in adverse possession of the property or any part of it?

Tenancies

7. (a) What are the nature and provisions of any tenancy or occupancy?
   (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
   (c) is the tenant in breach of the tenancy agreement, please specify the breaches.
   (d) All rent should be paid up to or beyond the date of completion.
   (e) Please provide details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
8. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4, or 5 of the Landlord and Tenant (Amendment) Act 1948).
9. If the tenancy is subject to the Residential Tenancies Act 2010 (NSW).

(a) Has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
(b) Have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

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

Adjustments

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

Survey

17. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available and that there are no encroachments by or upon the property and that all the improvements comply with local government/planning legislation.
18. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.

Building

19. In respect of the property and the common property:
    (a) Have the provisions of the Local Government Act, the Environmental Planning and Assessment Act 1979 and their regulations been complied with?
    (b) Is there any matter that could justify the making of an upgrading or demolition?

order in respect of any building or structure?

(c) Has the vendor a building certificate which relates to all the current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

(d) Has the vendor a Final Occupation Certificate issued under the Environmental Planning and Assessment Act 1979 for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

(e) In respect of any residential building work carried out in the last 7 years:

(i) Please identify the building work carried out;

(ii) When was the building work completed?

(iii) Please state the builders name and licence number;

(iv) Please provide details of insurance under the Home Building Act 1989?

20. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?

21. If a swimming pool is on the common property:

(a) When did construction of the swimming pool commence?

(b) Is the swimming pool surrounded by a barrier which complies with the requirements of the Swimming Pools Act 1992?

(c) If the swimming pool was approved under the Local Government Act 1993, please provide details.

(d) Are there any outstanding notices or orders?

22.(a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.

(b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?

(c) Has the vendor received any notice, claim or proceedings under the Dividing Fences Act 1991 or the Encroachment of Buildings Act 1922?

Affectations, Notices and Claims in Respect of the Property and Common Property

23. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the contract?

24. Is the vendor aware of:

(a) Any road, drain, sewer or storm water channel which intersects or runs through them.

(b) Any dedication to use by the public of any right of way or other easement over any part of them?

(c) Any latent defects in them?

25. Has the vendor any notice or knowledge of them being affected by the following:

(a) Any resumption or acquisition or proposed resumption or acquisition?

(b) Any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.

(c) Any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?

(d) Any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.

(e) Any realignment or proposed realignment of any road adjoining them?

(f) Any contamination of them?

26.(a) Does the property have the benefit or water, sewerage, drainage, electricity, gas and telephone services?

(b) If so, do any of the connections for such services pass through any adjoining? land?

(c) Do any service connections for any other property pass through the property?

27. Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?

Owners Corporation Management

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

Requisitions and Transfer

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

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2/SP88940

SEARCH DATE	TIME	EDITION NO	DATE
1/9/2026	8:39 AM	4	18/2/2021

LAND

LOT 2 IN STRATA PLAN 88940
AT CAMPERDOWN
LOCAL GOVERNMENT AREA INNER WEST

FIRST SCHEDULE

BROOKE JEAN OGLE
BENJAMIN ROBERT STANLEY OGLE
AS JOINT TENANTS (T AQ811674)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP88940
2 AQ811675 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

268870 PRINTED ON 1/9/2026

Search Date/Time: **01/09/2026 8:39AM**

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP88940

SEARCH DATE	TIME	EDITION NO	DATE
1/9/2026	8:41 AM	6	10/12/2025

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 88940 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT CAMPERDOWN
LOCAL GOVERNMENT AREA INNER WEST
PARISH OF PETERSHAM COUNTY OF CUMBERLAND
TITLE DIAGRAM SP88940

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 88940
ADDRESS FOR SERVICE OF DOCUMENTS:
1 GANTRY LANE
CAMPERDOWN 2050

SECOND SCHEDULE (30 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1183831
3 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP88940
AV294241 AMENDMENT TO STRATA MANAGEMENT STATEMENT
4 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 8AA STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973. SEE SP88940
5 AH974497 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
6 DP1183831 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
7 DP1183831 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED
8 DP1183831 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
9 DP1183831 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
10 DP1183831 EASEMENT FOR FIRE STAIRS AND PASSAGES VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
11 DP1183831 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN

END OF PAGE 1 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP88940 PAGE 2

SECOND SCHEDULE (30 NOTIFICATIONS) (CONTINUED)

STRATUM) REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

12 DP1183831 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED

13 DP1183831 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

14 DP1183831 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED

15 DP1183831 EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

16 DP1183831 EASEMENT FOR PUBLIC PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

17 DP1183831 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED

18 DP1183831 EASEMENT FOR ACCESS AND RECREATION PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED

19 DP1183831 EASEMENT FOR SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

20 DP1183831 EASEMENT FOR CONSTRUCTION PURPOSES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

21 DP1183831 EASEMENT FOR CONSTRUCTION PURPOSES APPURTENANT TO THE LAND ABOVE DESCRIBED

22 DP1183831 EASEMENT FOR SIGNAGE VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

23 DP1183831 EASEMENT FOR ACCESS AND USE OF LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

24 DP1183831 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (19) IN THE S.88B INSTRUMENT

25 DP1183831 POSITIVE COVENANT REFERRED TO AND NUMBERED (20) IN THE S.88B INSTRUMENT

26 DP1183831 POSITIVE COVENANT REFERRED TO AND NUMBERED (22) IN THE S.88B INSTRUMENT

27 DP1183831 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (23) IN THE S.88B INSTRUMENT

END OF PAGE 2 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP88940 PAGE 3

SECOND SCHEDULE (30 NOTIFICATIONS) (CONTINUED)

28 DP1183831 EASEMENT FOR SIGNAGE VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
29 AP604630 INITIAL PERIOD EXPIRED
30 AV384969 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 88940

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	164	2	169	3	153	4	153
5	161	6	167	7	167	8	175
9	158	10	153	11	153	12	153
13	169	14	165	15	167	16	172
17	155	18	155	19	164	20	170
21	170	22	172	23	160	24	155
25	155	26	155	27	172	28	168
29	169	30	174	31	158	32	158
33	166	34	173	35	173	36	181
37	163	38	158	39	158	40	158
41	174	42	170	43	174	44	179
45	161	46	161	47	169	48	175
49	177	50	183	51	166	52	161
53	161	54	161	55	179	56	174
57	193	58	175	59	183	60	185

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

268870 PRINTED ON 1/9/2026

Search Date/Time: **01/09/2026 8:41AM**

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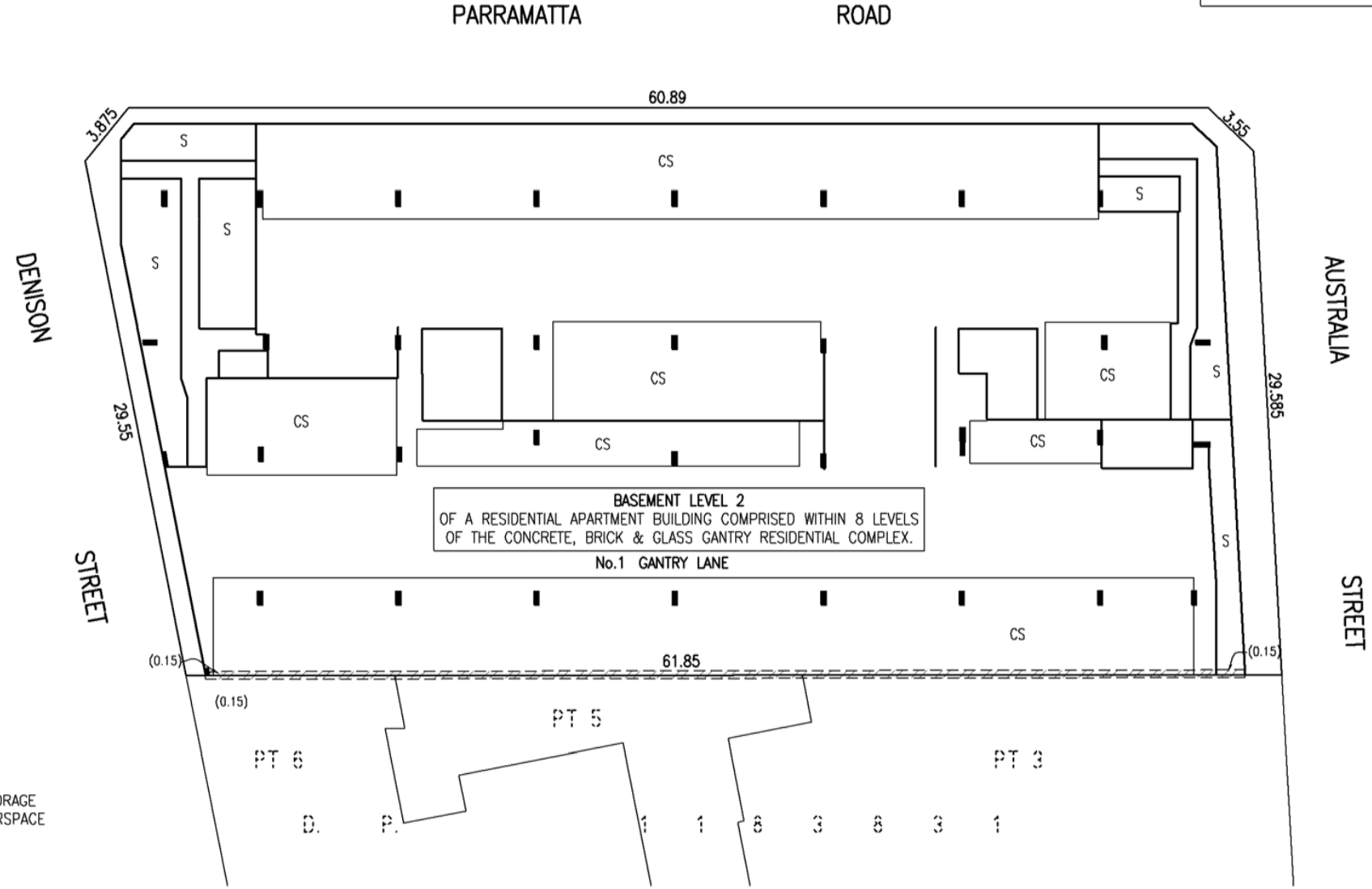
LOCATION PLAN – BASEMENT LEVEL 2 & BELOW

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT & DEPTH AS DEFINED IN DP 1183831

WHOLE OF LOT EASEMENTS AFFECTING THE SUBJECT LOT CREATED BY DP 1183831

- EASEMENT FOR SUPPORT & SHELTER
- EASEMENT FOR SERVICES
- EASEMENT FOR CONSTRUCTION PURPOSES

NOTE: THE WHOLE OF LOT EASEMENTS ARE NOT RE-SHOWN ON THE FOLLOWING LOCATION PLANS



S DENOTES STORAGE
CS DENOTES CARSPACE

Surveyor: TASY MORAITIS Surveyor's Ref: 090309 SP LOT 1 Subdivision No: 072013 Lengths are in metres. Reduction Ratio 1:250	REGISTERED 21.10.2013	SP88940

DocuSign Envelope ID: 5ED18000-8320-4F0D-B85D-B1F025FAAFDF

LOCATION PLAN – BASEMENT LEVEL 1

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT & DEPTH AS DEFINED IN DP 1183831

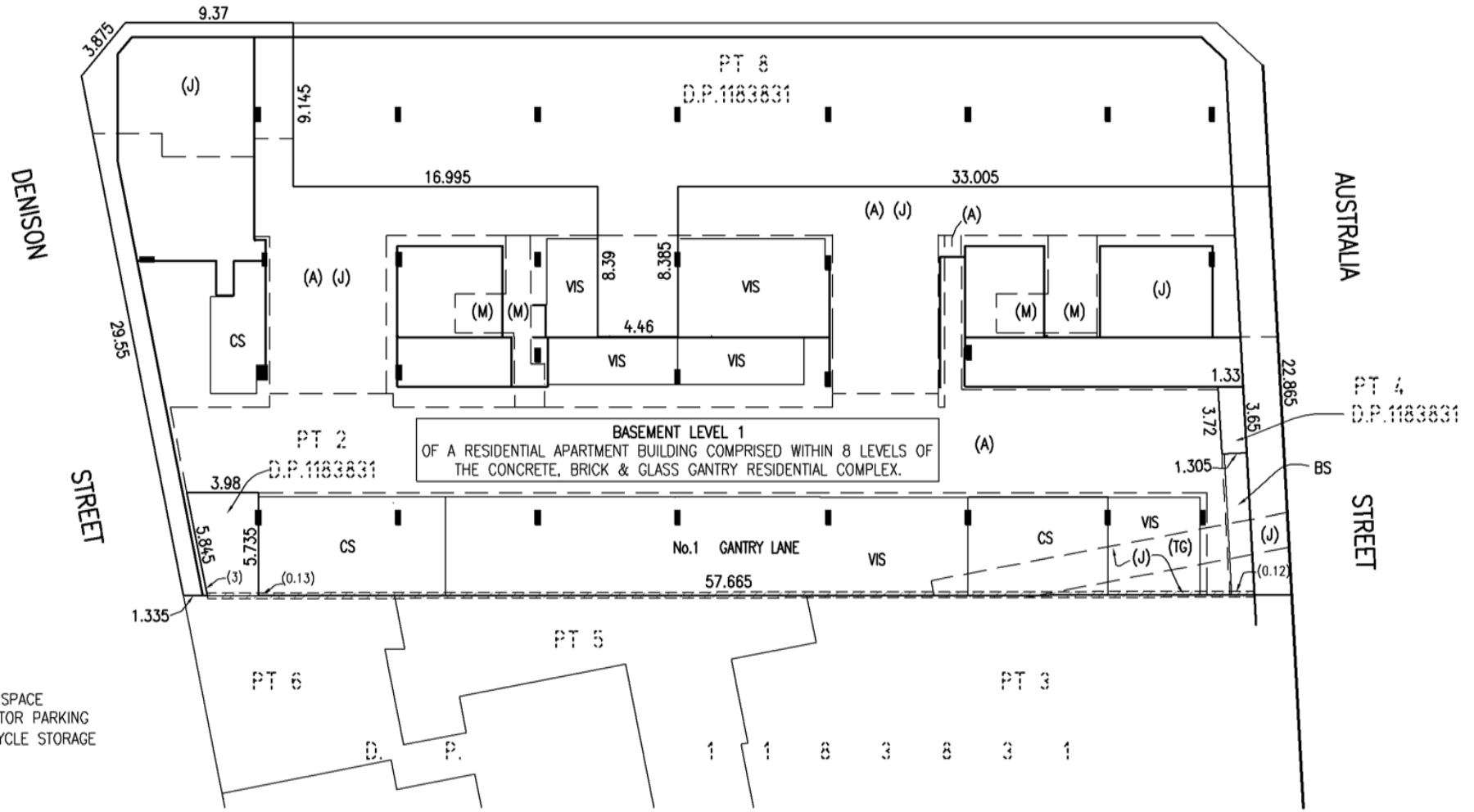
– EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1183831)

– EASEMENT FOR SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1183831)

– EASEMENT FOR ACCESS AND USE OF LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1183831)

) – EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2 WIDE AND (LIMITED IN STRATUM) (AH974497)

'E: EASEMENT FOR FIRE STAIRS AND PASSAGES VARIABLE WIDTH (DP 1183831)
'ECTS THE WHOLE LOT OF THE SUBJECT LAND ON THIS LEVEL



CS DENOTES CARSPACE
VIS DENOTES VISITOR PARKING
BS DENOTES BICYCLE STORAGE

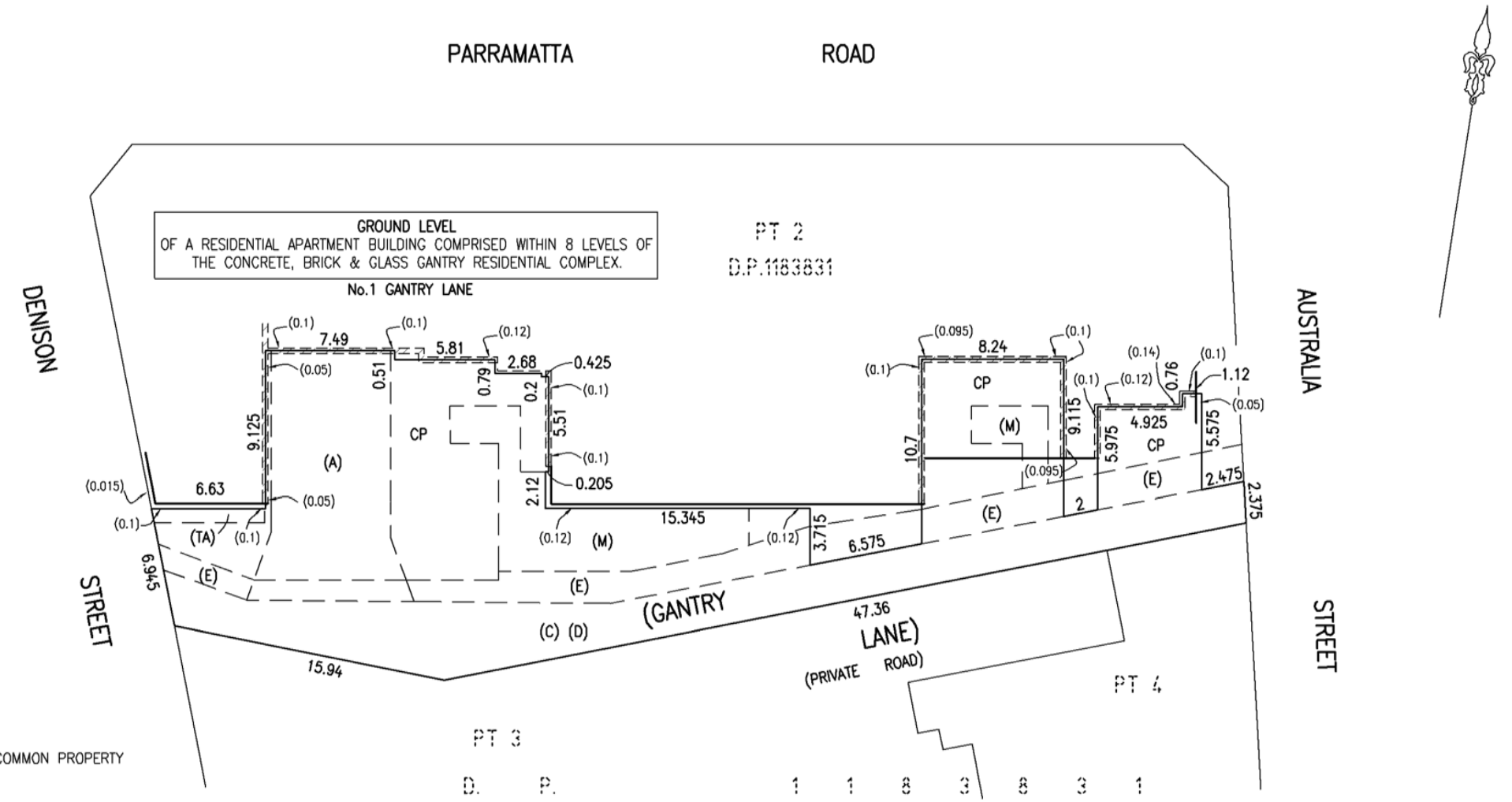
Surveyor: TASY MORAITIS Surveyor's Ref: 090309 SP LOT 1 Subdivision No: 072013 Lengths are in metres. Reduction Ratio 1: 250	REGISTERED 21.10.2013	SP88940

DocuSign Envelope ID: 5ED18000-8320-4F0D-B85D-B1F025FAAFDF

LOCATION PLAN – GROUND LEVEL

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT & DEPTH AS DEFINED IN DP 1183831.

ALL PARTS OF THE SUBJECT LOT ON GROUND LEVEL ARE COMMON PROPERTY



C - DENOTES COMMON PROPERTY

- EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1183831)
- EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1183831)
- EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1183831)
- EASEMENT FOR PUBLIC PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1183831)
- EASEMENT FOR ACCESS AND USE OF LIFTS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1183831)
- RIGHT OF WAY 1 WIDE & VARIABLE (LEASE AH617897)

E: EASEMENT FOR FIRE STAIRS AND PASSAGES VARIABLE WIDTH (DP1183831) – AFFECTS THE WHOLE LOT THE SUBJECT LAND ON THIS LEVEL

Surveyor: TASY MORAITIS	REGISTERED	SP88940
Surveyor's Ref: 090309 SP LOT 1	21.10.2013	
Subdivision No: 072013		
Lengths are in metres. Reduction Ratio 1: 250		

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

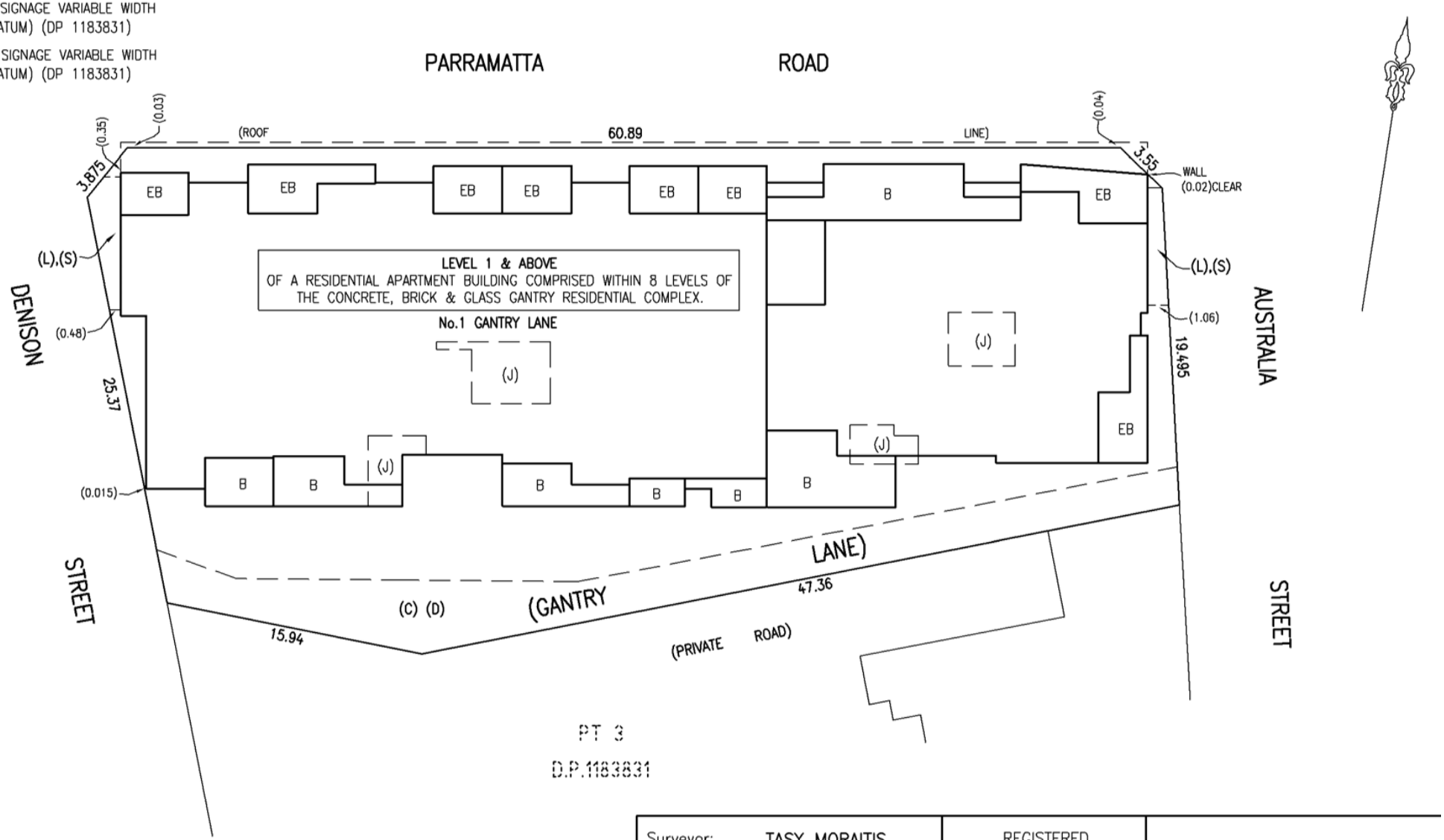
X:\09JOBS\090309 Camperdown\FINAL STRATA\LOT 1\090309 SP LOT 1 LOC SHT03 GRD

DocuSign Envelope ID: 5ED18000-8320-4F0D-B85D-B1F025FAAFDF

- EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1183831)
- EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1183831)
- EASEMENT FOR SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1183831)
  NOTE: (J) ONLY EXISTS AT ROOF LEVEL & ABOVE AND ONLY AFFECT COMMON PROPERTY.
- EASEMENT FOR SIGNAGE VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1183831)
- EASEMENT FOR SIGNAGE VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1183831)

LOCATION PLAN – LEVEL 1 & ABOVE

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT & DEPTH AS DEFINED IN DP 1183831



Surveyor: TASY MORAITIS Surveyor's Ref: 090309 SP LOT 1 Subdivision No: 072013 Lengths are in metres. Reduction Ratio 1:250	REGISTERED 21.10.2013	SP88940

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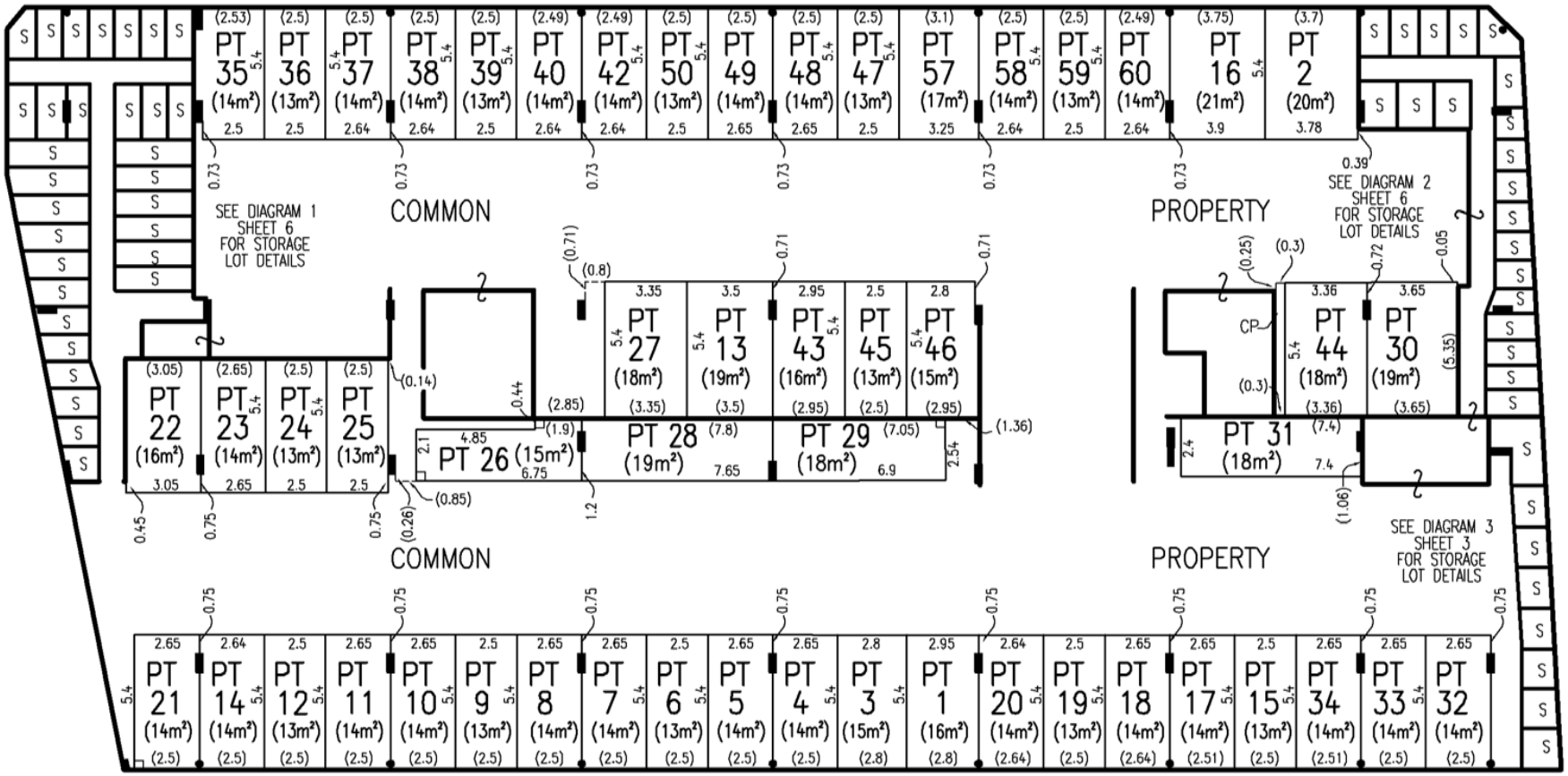
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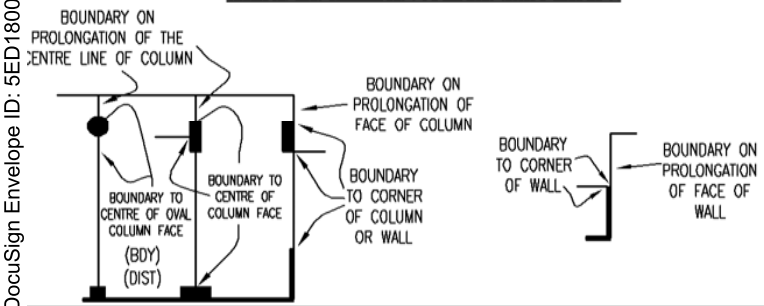
BASEMENT LEVEL 2

CP – DENOTES COMMON PROPERTY
CS – DENOTES CARSPACE
S – DENOTES STORAGE SPACE
⌐ – DENOTES 90°

THOSE PARTS OF SERVICE LINES WHICH SERV
ONE LOT ONLY AND ARE LOCATED OUTSIDE O
THAT LOT ARE COMMON PROPERTY.



TYPICAL KEY – UNLESS OTHERWISE NOTED



NOTE:
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEM
(FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSE

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: TASY MORAITIS Surveyor's Ref: 090309 SP LOT 1 Subdivision No: 072013 Lengths are in metres. Reduction Ratio 1:200	REGISTERED 21.10.2013	SP88940

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

X:\09JOBS\090309 Camperdown\FINAL STRATA\LOT 1\090309 SP LOT 1 SHT05-06 B2

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BASEMENT LEVEL 2

STORAGE LOT DETAILS

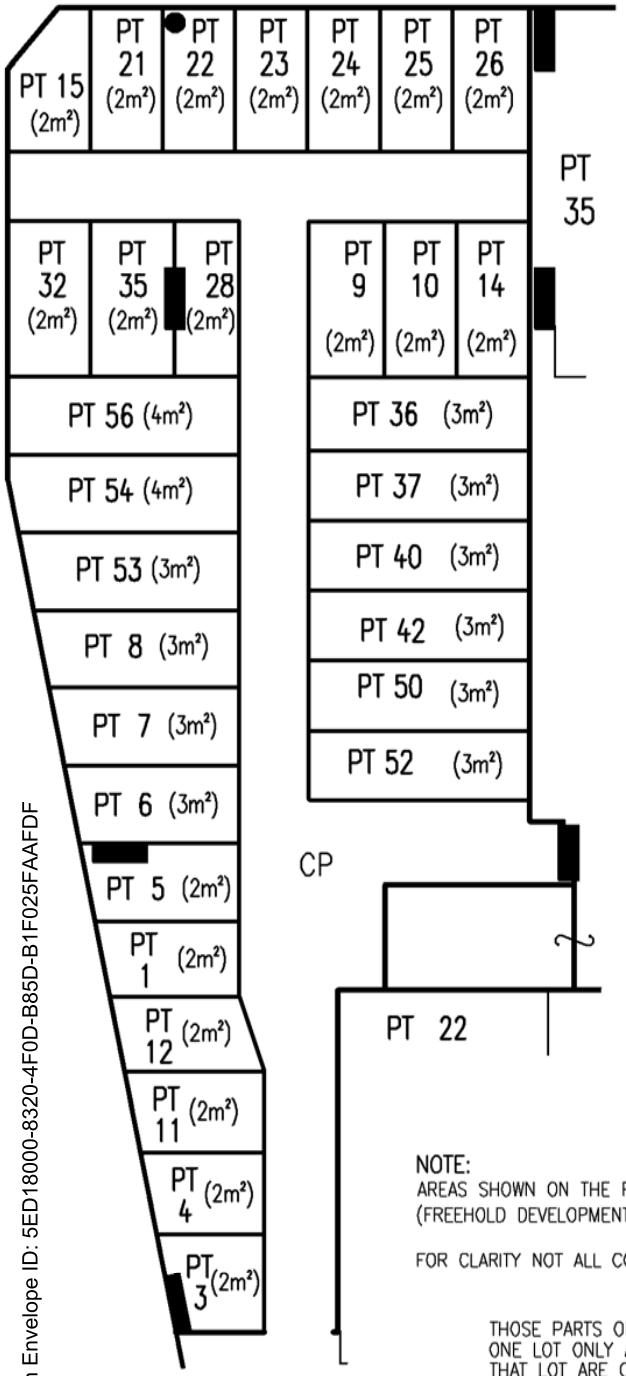


DIAGRAM 1

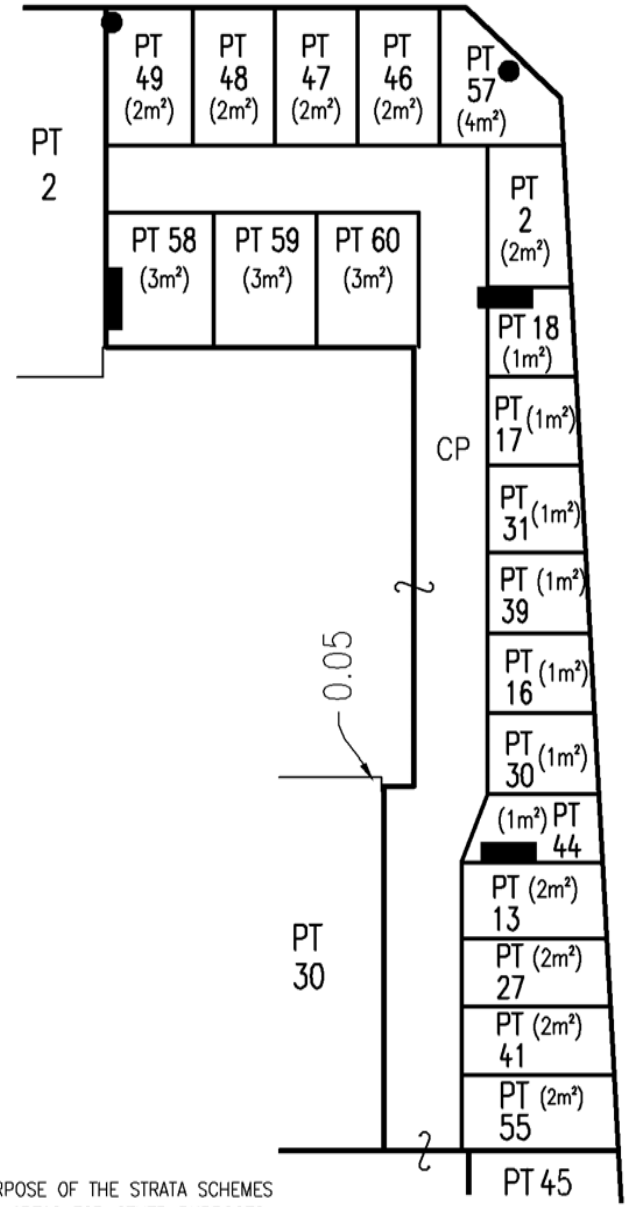


DIAGRAM 2

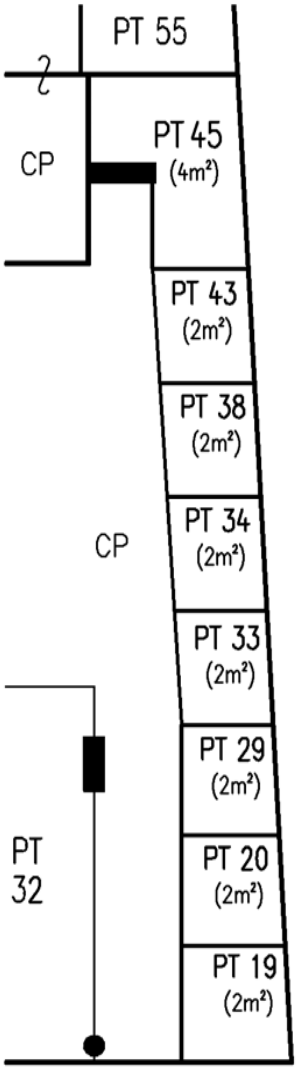


DIAGRAM 3

CP – DENOTES COMMON PROPERTY
S – DENOTES STORAGE SPACE

NOTE:
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

Surveyor: TASY MORAITIS Surveyor's Ref: 090309 SP LOT 1 Subdivision No: 072013 Lengths are in metres. Reduction Ratio 1:80(A3)	REGISTERED 21.10.2013	SP88940

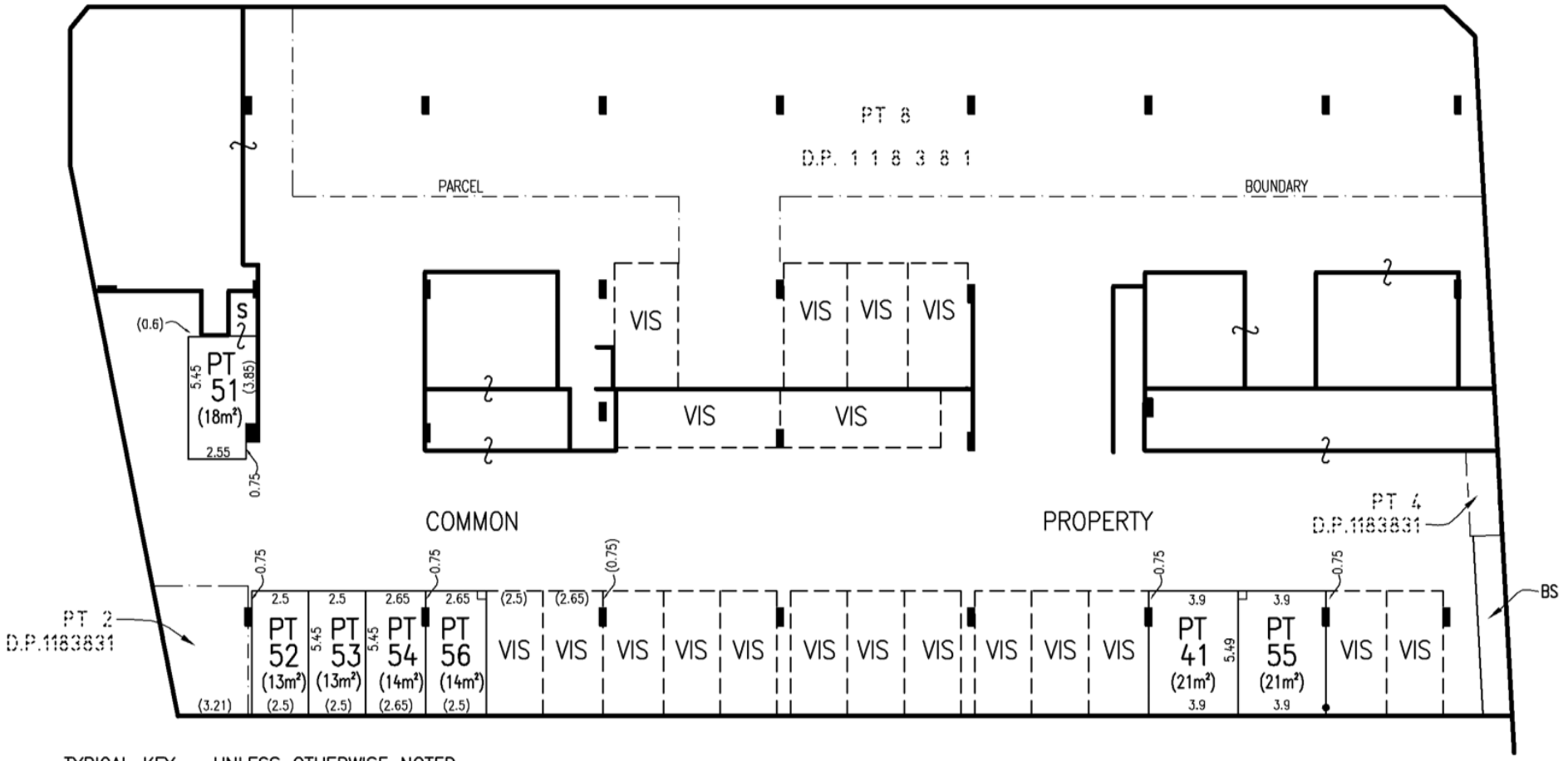
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BASEMENT LEVEL 1

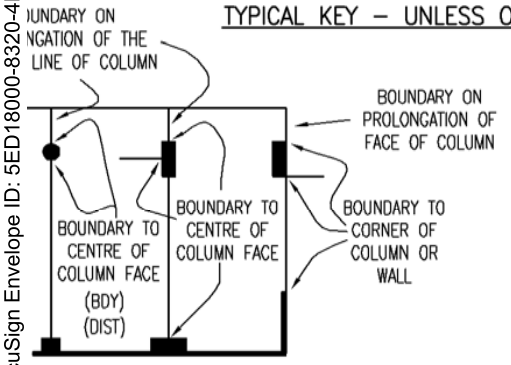
VIS – DENOTES VISITOR CARSPACE WITHIN COMMON PROPER
CS – DENOTES CARSPACE
BS – DENOTES BICYCLE STORAGE WITHIN COMMON PROPER

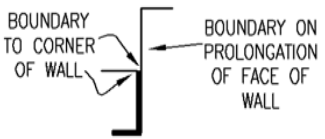
⌐ – DENOTES 90°

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.



TYPICAL KEY – UNLESS OTHERWISE NOTED





NOTE:
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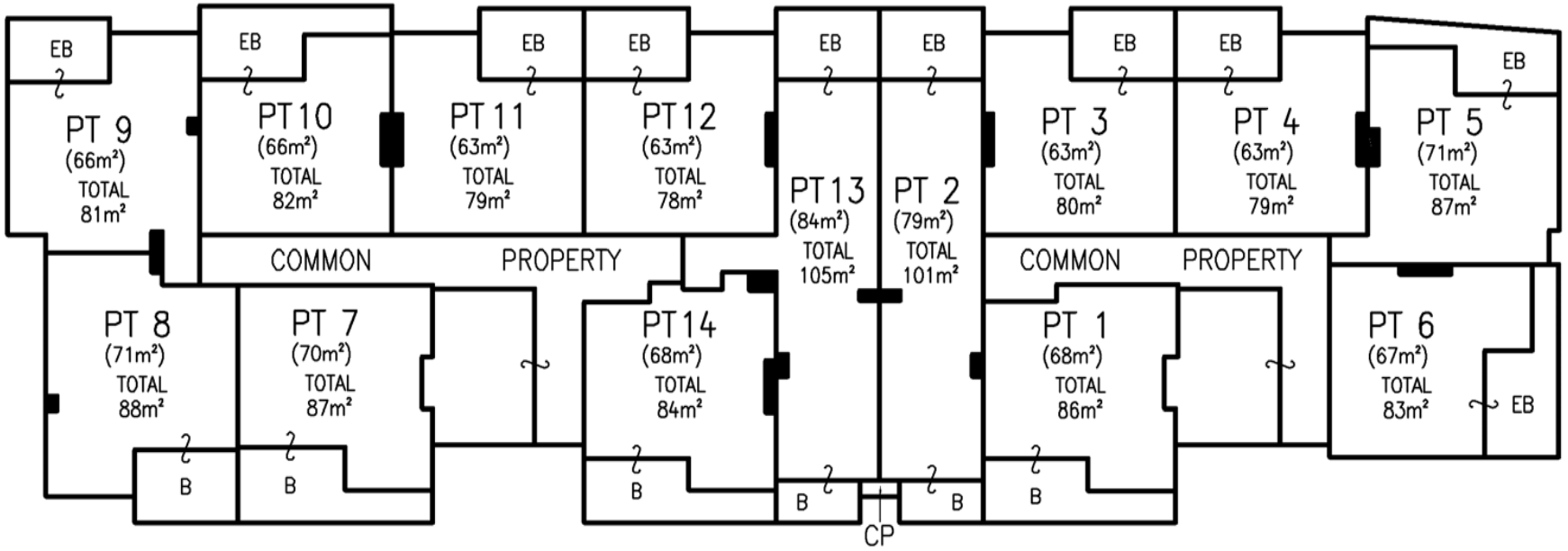
Surveyor: TASY MORAITIS Surveyor's Ref: 090309 SP LOT 1 Subdivision No: 072013 Lengths are in metres. Reduction Ratio 1: 200	REGISTERED 21.10.2013	SP88940

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LEVEL 1



EB DENOTES ENCLOSED BALCONY WITH TILED FLOOR
B DENOTES COVERED BALCONY WITH TILED FLOOR

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

OTE
EAS HOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES
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R (RITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor:	TASY MORAITIS
Surveyor's Ref:	090309 SP LOT 1
Subdivision No:	072013
Lengths are in metres. Reduction Ratio 1: 200	

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21.10.2013

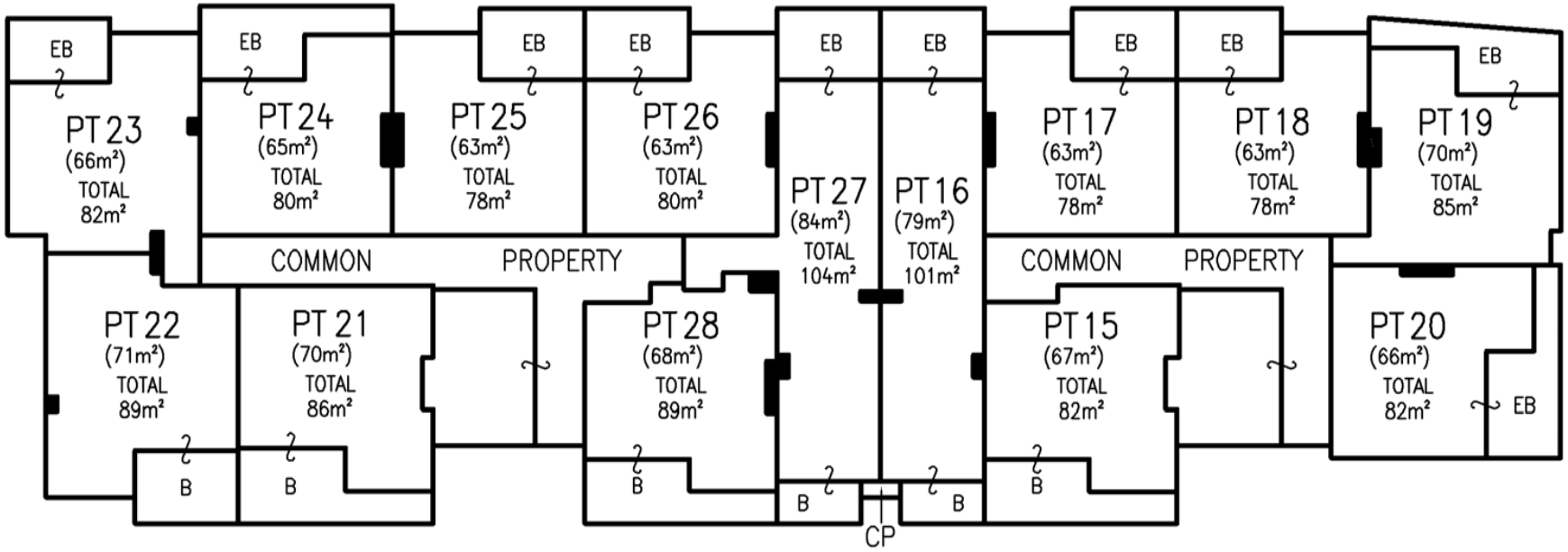
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LEVEL 2



EB DENOTES ENCLOSED BALCONY WITH TILED FLOOR
B DENOTES COVERED BALCONY WITH TILED FLOOR

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Surveyor's Ref:	090309 SP LOT 1
Subdivision No:	072013
Lengths are in metres. Reduction Ratio 1: 200	

REGISTERED 21.10.2013

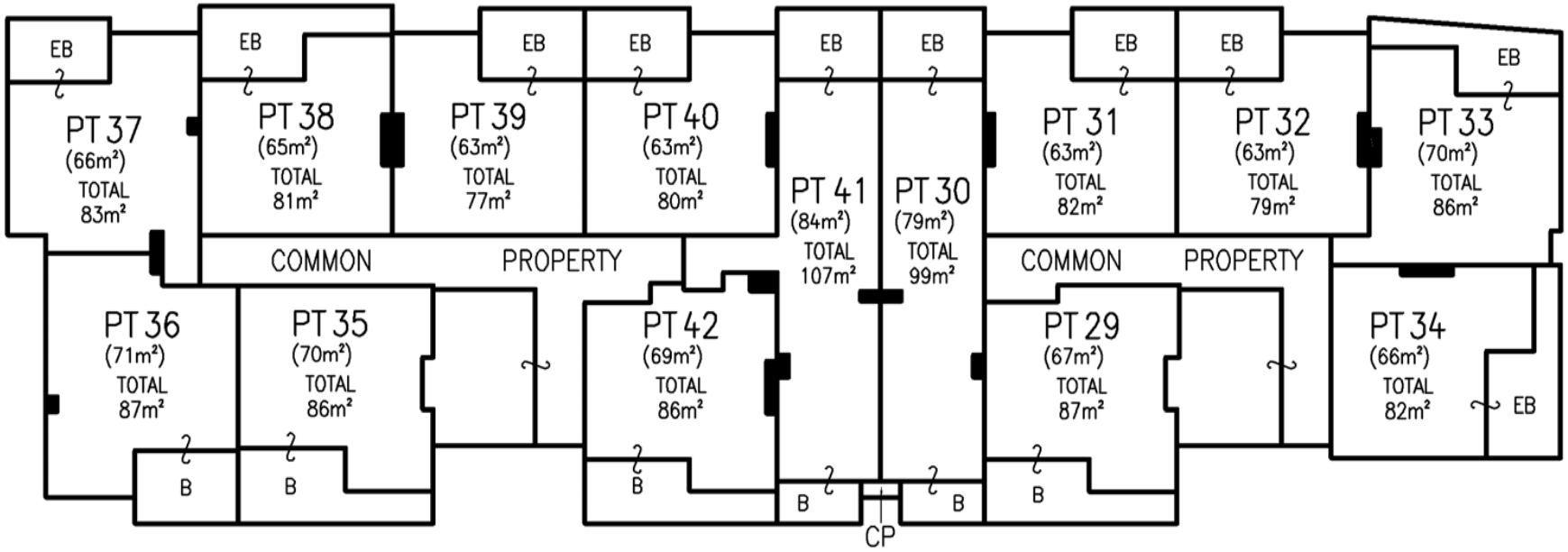
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LEVEL 3



EB DENOTES ENCLOSED BALCONY WITH TILED FLOOR
B DENOTES COVERED BALCONY WITH TILED FLOOR

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

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Surveyor's Ref:	090309 SP LOT 1
Subdivision No:	072013
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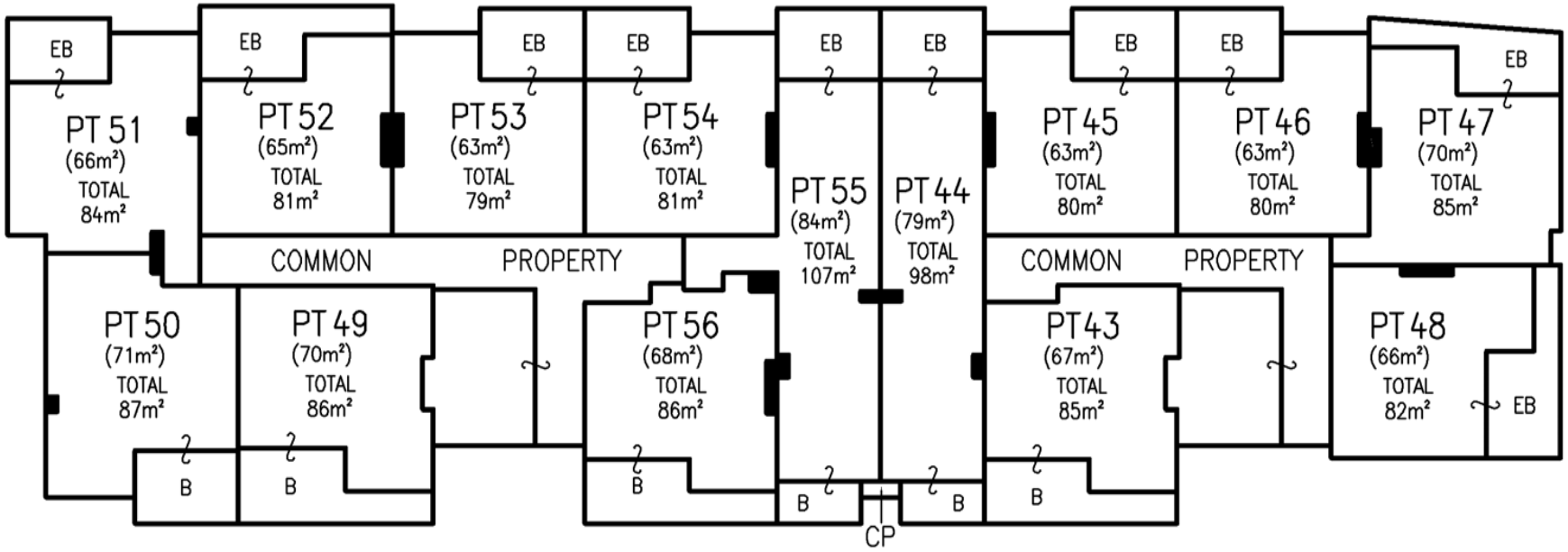
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LEVEL 4



EB DENOTES ENCLOAED BALCONY WITH TILED FLOOR
B DENOTES COVERED BALCONY WITH TILED FLOOR

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

)TE
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R (RITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor:	TASY MORAITIS
Surveyor's Ref:	090309 SP LOT 1
Subdivision No:	072013
Lengths are in metres. Reduction Ratio 1: 200	

REGISTERED
21.10.2013

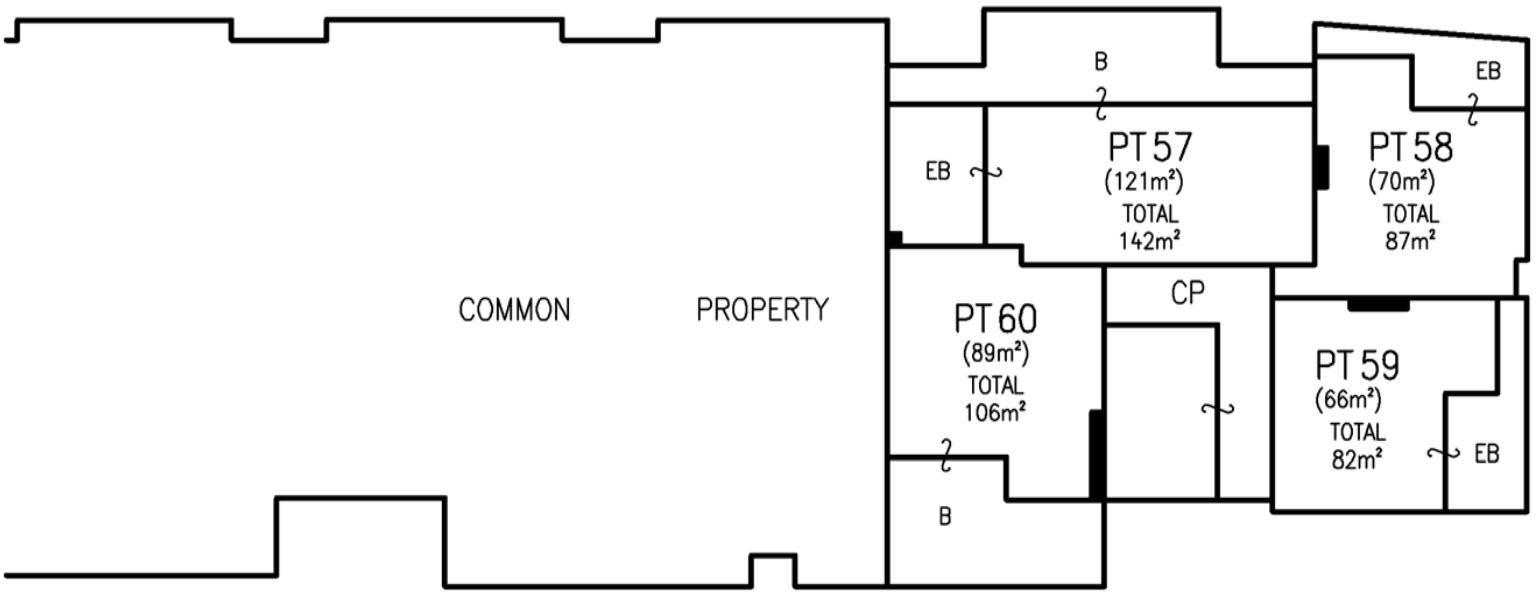
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LEVEL 5



THE STRATUM OF THE BALCONIES, WHERE NOT COVERED, IS LIMITED TO 2.7 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOORS.

EB DENOTES ENCLOSED BALCONY WITH TILED FLOOR
B DENOTES BALCONY WITH TILED FLOOR
CP DENOTES COMMON PROPERTY

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Surveyor:	TASY MORAITIS
Surveyor's Ref:	090309 SP LOT 1
Subdivision No:	072013
Lengths are in metres. Reduction Ratio 1: 200	

REGISTERED
21.10.2013

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STRATA PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 21.10.2013

Purpose: STRATA PLAN

Office Use Only

SP88940

Office Use Only

PLAN OF SUBDIVISION OF LOT 1 IN DP 1183831

LGA: MARRICKVILLE

Locality: CAMPERDOWN

Parish: PETERSHAM

County: CUMBERLAND

Strata Certificate (Approved Form 5)

(1) ~~*The Council of~~

*The Accredited Certifier: DENNY LINKER

Accreditation number: BPB 0232.

has made the required inspections and is satisfied that the requirements of;

*(a) Section 37 or 37A *Strata Schemes (Freehold Development) Act 1973* and clause 29A *Strata Schemes (Freehold Development) Regulation 2012* ,

~~*(b) Section 66 of 66A *Strata Schemes (Leasehold Development) Act 1986* and clause 30A of the *Strata Schemes(Leasehold Development) Regulation 2012*~~ ,

have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.

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

~~*(3) The strata plan is part of a development scheme. The council or accredited certifier~~ is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata ~~development contract to which it relates.~~

*(4) The building encroaches on a public place and;

~~*(a) The Council does not object to the encroachment of the building beyond the alignment of~~

*(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.

~~*(5) This approval is given on the condition that lot(s) ^ are~~ created as utility lots in accordance with section 39 of the *Strata Schemes (Freehold Development) Act 1973* or section 68 of the *Strata Schemes (Leasehold Development) Act 1986*.

Date: 8 OCTOBER 2013

Subdivision number: 077013

Relevant Development Consent number: 201200207

Issued by: MARRICKVILLE COUNCIL

Signature: .....

~~*Authorised Person /General Manager /~~Accredited Certifier

* Strike through if inapplicable.

^ Insert lot numbers of proposed utility lots.

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

The Owners - Strata Plan No 88940

No.1 GANTRY LANE

CAMPERDOWN NSW 2050

The adopted by-laws for the scheme are:

~~* ^ Model By-laws.~~

~~* together with, Keeping of animals: Option *A/*B/*C~~

* By-laws in 22 sheets filed with plan.

* Strike through if inapplicable

^ Insert the type to be adopted (Schedules 2 - 7 Strata Schemes Management Regulation 2010)

Surveyor's Certificate (Approved Form 3)

I, TASY MORAITIS

of DENNY LINKER & CO., LEVEL 5, 17 RANDLE ST, SURRY HILLS NSW 2010

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

(1) Each applicable requirement of

*Schedule 1A of the Strata Schemes (Freehold Development) Act 1973 has been met

~~*Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986 has been met;~~

*(2) *(a) The building encroaches on a public place;

~~*(b) The building encroaches on land (other than a public place), and an appropriate easement has been created by ^ to permit the encroachment to remain.~~

*(3) The survey information recorded in the accompanying location plan is accurate.

Signature: .....

Date: 27.09.2013

* Strike through if inapplicable.

^ Insert the deposited plan number or dealing number of the instrument that created the easement

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

SURVEYORS REFERENCE: 090309 SP LOT 1

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DMINISTRATION SHEET

Office Use Only

Registered 21.10.2013

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PLAN OF SUBDIVISION OF LOT 1
IN DP 1183831

This sheet is for the provision of the following information as required:

- A Schedule of Unit Entitlements.
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*.
- Signatures and seals - see 195D *Conveyancing Act 1919*.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 07 2013
Date of endorsement: 8 OCT 2013

SCHEDULE OF UNIT ENTITLEMENT

LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE
1	164	16	172	31	158	46	161
2	169	17	155	32	158	47	169
3	153	18	155	33	166	48	175
4	153	19	164	34	173	49	177
5	161	20	170	35	173	50	183
6	167	21	170	36	181	51	166
7	167	22	172	37	163	52	161
8	175	23	160	38	158	53	161
9	158	24	155	39	158	54	161
10	153	25	155	40	158	55	179
11	153	26	155	41	174	56	174
12	153	27	172	42	170	57	193
13	169	28	168	43	174	58	175
14	165	29	169	44	179	59	183
15	167	30	174	45	161	60	185
				AGGREGATE		10000	

THIS STRATA PLAN INCORPORATES A STRATA MANAGEMENT STATEMENT OF 70 SHEETS

SURVEYORS REFERENCE: 090309 SP LOT 1

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SURVEY PLAN ADMINISTRATION SHEET

Office Use Only

Registered 21.10.2013

Office Use Only

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PLAN OF SUBDIVISION OF LOT 1
IN DP 1183831

This sheet is for the provision of the following information as required:

- A Schedule of Unit Entitlements.
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- Signatures and seals - see 195D *Conveyancing Act 1919.*
- Any Information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 8 OCT 07 2013
Date of endorsement: 2013

Executed by Camperdown
Square Developments Pty Ltd
ACN 128 734 181

.....
Company Secretary/Director

.....
Director

Jeffrey Tait
.....
Company Secretary/Director
(Print)

Robin Shnier
.....
Name of Director (Print)

SURVEYORS REFERENCE: 090309 SP LOT 1

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Governor Phillip Tower
1 Farrer Place Sydney NSW 2000
GPO Box 9925 NSW 2001
Tel (02) 9210 6500
Fax (02) 9210 6611
www.corrs.com.au

CORRS CHAMBERS WESTGARTH
lawyers

Sydney
Melbourne
Brisbane
Perth

The Gantry, Camperdown

Strata Management Statement

REGISTERED 21.10.2013

Ref: PC - 5555935/16

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Ss28R-28W(F) / Ss 57A-57F(L)

Strata Schemes (Freehold Development) Act 1973

Strata Schemes (Leasehold Development) Act 1986

Strata Management Statement

Note: This strata management statement has effect as an agreement under seal binding:

(a) an owners corporation of a strata scheme for part of the building;

(b) a proprietor, mortgagee in possession or lessee of any lot in such a strata scheme; and

(c) any other person in whom the fee simple of any part of the building concerned or its site (being a part affected by the Statement) is vested for the time being, or the mortgagee in possession or lessee of any such part. (Section 28W, *Strata Schemes (Freehold Development) Act 1973*; Section 57F, *Strata Schemes (Leasehold Development) Act 1986*.

SP88940

Introduction

A "The Gantry" is a mixed use "part building strata scheme" regulated by the *Strata Schemes (Freehold Development) Act 1973* and *Strata Schemes Management Act 1996*.

B A strata management statement is required where part of a building is subdivided by a strata scheme or strata schemes.

C This strata management statement regulates the Members and Occupiers of the Building in respect of the control, management and maintenance of the components of the Building. It requires the Members to create a Building Management Committee to manage the shared facilities and attend to other administrative matters.

D The Members are the Owners of the different components of the Building. At "The Gantry", the Members are the:

(a) Building A Lot Owners Corporation;

(b) Building B Lot Owner;

(c) Building C Lot Owner;

(d) Building D Lot Owner;

(e) Retail/Commercial Lot 2 Owner;

(f) Retail/Commercial Lot 4 Owner;

(g) Building E Lot North Owner;

(h) Carparking Lot 8 Owner; and

(i) Building E Lot South Owner.

E "The Gantry" will be constructed in stages. The Developer has reserved to itself certain rights to enable it to complete the development (see **Part 6** of this Strata Management Statement). When complete, the Building will have nine components, set out and described in the table below:

Component	Description	Member
Building A Lot "Gantry Apartments" (lot 1 in the Plan)	A residential strata scheme comprising approximately 60 apartments and carparking components.	Building A Lot Owners Corporation
Retail/Commercial Lot 2 (lot 2 in the Plan)	A stratum lot or strata scheme comprising one or more retail/commercial	Retail/Commercial Lot 2 Owner

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Component	Description	Member
	occupancies.	
Building B Lot "Gantry Lofts" (lot 3 in the Plan)	A residential strata scheme comprising approximately 18 apartments and carparking components.	Building B Lot Owner
Retail/Commercial Lot 4 (lot 4 in the Plan)	A stratum lot or strata scheme comprising one or more retail/commercial occupancies.	Retail/Commercial Lot 4 Owner
Building C Lot "Gantry Row" (lot 5 in the Plan)	A residential strata scheme comprising approximately 43 apartments and carparking components.	Building C Lot Owner
Building D Lot "Gantry Row" (lot 6 in the Plan)	A residential strata scheme comprising approximately 47 apartments and carparking components.	Building D Lot Owner
Building E Lot North "Gantry Terraces" (lot 7 in the Plan)	A stratum lot comprising approximately 13 terraces and carparking components, which may be subdivided into one or more strata schemes.	Building E Lot North Owner
Carparking Lot 8 for the Retail/Commercial occupancies (lot 8 in the Plan)	A stratum lot comprising the car parking components for the Retail/Commercial occupancies which may be incorporated into stratum Lots 2 and 4 or subdivided into one or more strata schemes.	Carparking Lot 8 Owner
Building E Lot South "Gantry Terraces" (lot 9 in the Plan)	A stratum lot comprising approximately 13 terraces and carparking components, which may be subdivided into one or more strata schemes.	Building E Lot South Owner

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F This Strata Management Statement is divided into 8 parts:

Part 1 – Definitions and Interpretation

Part 2 – Members and Occupier's obligations

Part 3 – Building Management Committee and Managers

Part 4 – Shared Facilities and Special Areas

Part 5 – Maintenance, Repair and Upgrading

Part 6 – Construction Period

Part 7 – Financial Matters and Insurance

Part 8 – General Disputes and Notices

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PART 1: DEFINITIONS AND INTERPRETATION

1 Definitions and Interpretation

1.1 Statutory Definitions

A word has the meaning given to it in the Act if:

(a) it is defined in the Act; and

(b) used but not defined in this Statement.

1.2 Further Definitions

In this Statement:

Act means the Development Act or the Management Act or both as the context requires.

Application means each application lodged or to be lodged with the relevant Authority for Approvals.

Approvals means all consents, approvals, registrations, certifications, licences, permits or authorities from any Authority with respect to all or part of the Land.

Authority means any government or semi government authority or instrumentality, statutory or judicial authority, including Council.

Building means the improvements erected or intended to be erected on part of the Land generally in accordance with the Development Consent.

Building A Lot means lot 1 in the Plan.

Building A Lot Owners Corporation means the Owners Corporation constituted under the Management Act upon registration of the Strata Plan over the Building A Lot.

Building A Strata Scheme means the Strata Scheme created on registration of the Strata Plan registered over the Building A Lot.

Building B Lot means lot 3 in the Plan.

Building B Lot Owner means:

(a) the registered proprietor of the Building B Lot; or

(b) the Owners Corporation created on registration of a Strata Plan subdividing the Building B Lot.

Building C Lot means lot 5 in the Plan.

Building C Lot Owner means:

(a) the registered proprietor of the Building C Lot; or

(b) the Owners Corporation created on registration of a Strata Plan subdividing the Building C Lot.

Building D Lot means lot 6 in the Plan.

Building D Lot Owner means:

(a) the registered proprietor of the Building D Lot; or

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(b) the Owners Corporation created on registration of a Strata Plan subdividing the Building D Lot.

Building E Lot North means lot 7 in the Plan.

Building E Lot North Owner means:

(a) the registered proprietor of Building E Lot North; or

(b) the Owners Corporation created on registration of a Strata Plan subdividing Building E Lot North.

Building E Lot South means lot 9 in the Plan.

Building E Lot South Owner means:

(a) the registered proprietor of Building E Lot South; or

(b) the Owners Corporation created on registration of a Strata Plan subdividing Building E Lot South.

Building Management Committee means the committee required by the Development Act and the subject of **clause 3**.

Building Manager means a person who the Building Management Committee for the time being appoints as Building Manager under **clause 7**.

Business Day means a day which is not a Saturday, Sunday or bank or public holiday in Sydney.

Carparking Lot 8 means lot 8 in the Plan.

Carparking Lot 8 Owner means:

(a) the registered proprietor of Carparking Lot 8; or

(b) the Owners Corporation created on registration of a Strata Plan subdividing Carparking Lot 8.

CCTV Security System means the CCTV security system for the Building which is a Shared Facility and the subject of **clause 15** of this Statement.

Chairperson means the person appointed by the Building Management Committee as chairperson from time to time under **clause 4.1(a)**.

Common Property means the common property created on registration of a Strata Plan.

Construction Period means the period starting on the date of registration of this Statement and ending on the date an occupation certificate issues for the last part of the Building to be constructed on a Stratum Lot.

Construction Works means all works which are considered, in the absolute discretion of the Developer, necessary or desirable for the Developer to construct buildings and install Services on a Stratum Lot including:

(a) if necessary, to make an Application (even if an Approval in respect of the subject matter of that Application has already been granted);

(b) applying to, varying or appealing an Approval;

(c) dedicating those parts of the Land to be Dedicated;

(d) engaging contractors and consultants to construct the buildings and install the Services; and

(e) subdividing (including by strata plan) and consolidating of one or more Stratum Lots.

Contractor means a person who provides services to the Building Management Committee who is not the Strata Manager.

Council means Marrickville Council or its successor.

Dedicate includes dedicate or transfer with or without consideration.

Defaulting Member has the meaning stated in **clause 26.5.**

Developer means Camperdown Square Development Pty Limited ACN 128 734 181 and includes any transferee and assigns.

Development Act means the *Strata Schemes (Freehold Development) Act 1973.*

Development Consent means development consent DA200900262 issued by Council and dated 1 February 2010 in respect of the Land as amended or substituted from time to time.

Easements means the easements which benefit or burden the Land from time to time.

Emergency Repairs means any repairs that require immediate rectification due to the nature of the fault and the impact on the operation, use, or enjoyment of the Building (or any part) or the occupational health and safety of any Occupiers or visitors to the Building.

Expert means a person appointed under **clause 30.2(b)**.

Garbage and Recycling Rooms means the shared garbage and recycling rooms located on each of the Building B Lot, Building C Lot and Building D Lot which is a Shared Facility and the subject of **clause 14** of this Statement.

Governmental Agency means any government, semi-government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or other entity created by a government.

Heritage Strategy means the heritage strategy developed by the Building Management Committee under **clause 24.**

Insurance means the insurances taken out by the Building Management Committee under **clause 28.1.**

Kitchen Exhaust Area means,

(a) in respect of Building A, that part of the Common Property of the Building A Lot on the roof of the Building which is the subject of the Services Easement and in which an Owner of a Retail/Commercial Premises may install and maintain the Kitchen Exhaust Fan; and

(b) in respect of Building B, that part of the Common Property of the Building B Lot on the roof of the Building which is the subject of the Services Easement and in which an Owner or Occupier of a Retail/Commercial Premises may install and maintain the Kitchen Exhaust Fan.

Kitchen Exhaust Ductwork means the ductwork and associated services located within the Common Property of the Building A Lot or the Building B Lot (as the case may be) for the purpose of connection to the Kitchen Exhaust System.

Kitchen Exhaust Fan means the kitchen exhaust fan and associated plant and equipment which is installed, or is to be installed by an Owner or Occupier of a Retail/Commercial Premises within the Kitchen Exhaust Area.

Kitchen Exhaust System means the kitchen exhaust, fan, range-hood and associated plant and equipment which is installed, or is to be installed by an Owner or Occupier of a Retail/Commercial Premises and includes:

(a) the kitchen exhaust, fan, range-hood and associated plant and equipment installed within a Retail/Commercial Premises;

(b) the Kitchen Exhaust Fan located within the Kitchen Exhaust Area; and

(c) the reticulation of pipes, wires and associated services between the Kitchen Exhaust Fan and that part of the Kitchen Exhaust System located on a Retail/Commercial Premises.

Land means the land contained in lots 1 – 9 inclusive in the Plan.

Landscaping means the landscaped areas of the Building which are a Shared Facility and the subject of **clause 13**.

Law includes:

(a) the provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and

(b) a requirement, notice, order or direction received from or given by a statutory, public or other competent Authority.

Loading Dock means the shared loading dock located on Retail/Commercial Lot 2 which is a Shared Facility and the subject of **clause 16** of this Statement.

Lot means a Stratum Lot or a lot in a Strata Plan within the Building.

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

Management Fee means the fee for the Building Manager under **clause 7.2** (and payable in the proportions set out in the Shared Facilities Schedule).

Majority Resolution means a resolution which is passed at a meeting of the Building Management Committee by at least 50% of those present and entitled to vote at the meeting.

Members means those persons described in **clause 3.2**.

Occupier means a person in lawful occupation of a Lot.

Officer means a secretary, Chairperson of the Building Management Committee or other officer as determined by the Building Management Committee under **clause 4.1(b)**.

Owner means the registered proprietor of a Stratum Lot or a Strata Lot.

Owners Corporation means an owners corporation created upon registration of a Strata Plan.

Party means a party bound by this Statement as stated in **clause 2.2**.

Plan means deposited plan 1183831.

Plant means all pipes, connections, junctions, pumps, filters, fans, ducts, coils, mechanical and electrical equipment and ancillary plant and equipment located in the Plant Areas.

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Plant Areas means those areas of the Building designated for Plant.

Pool means the pool, change room facilities and all plant and equipment including the mechanical equipment associated with the pool located within Building D Lot which is a Shared Facility and the subject of **clause 12** of this Statement.

Pool Deck means the pool deck adjacent to the Pool located within Building D Lot which is a Shared Facility and the subject of **clause 12** of this Statement.

Representative means a representative of a Member appointed under **clause 3.3** from time to time.

Residential Lot means each of the:

(a) Building A Lot;

(b) Building B Lot;

(c) Building C Lot;

(d) Building D Lot;

(e) Building E Lot North; and

(f) Building E Lot South,

or all of them.

Residential Lot Owner means each of the:

(a) Building A Lot Owners Corporation;

(b) Building B Lot Owner;

(c) Building C Lot Owner;

(d) Building D Lot Owner;

(e) Building E Lot North Owner; and

(f) Building E Lot South Owner,

or all of them.

Resolution means a Majority Resolution or Unanimous Resolution, as the context provides.

Retail/Commercial Lot 2 means lot 2 in the Plan.

Retail/Commercial Lot 2 Owner means:

(a) the registered proprietor of the Retail/Commercial Lot 2; or

(b) the Owners Corporation created on registration of a Strata Plan subdividing the Retail/Commercial Lot 2.

Retail/Commercial Lot 4 means lot 4 in the Plan.

Retail/Commercial Lot 4 Owner means:

(a) the registered proprietor of the Retail/Commercial Lot 4; or

(b) the Owners Corporation created on registration of a Strata Plan subdividing Retail/Commercial Lot 4.

Retail/Commercial Lot means each of the Retail/Commercial Lot 2 and the Retail/Commercial Lot 4, or both of them.

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Retail/Commercial Lot Owner means each of the Retail/Commercial Lot 2 Owner and the Retail/Commercial Lot 4 Owner, or both of them.

Retail/Commercial Premises means a retail or commercial premises forming part of a Retail/Commercial Lot.

Secretary means the person appointed by the Building Management Committee as secretary from time to time under **clause 4.1(a)**.

Service means:

(a) the supply of water, gas, electricity, artificially heated or cooled air or heating oil;

(b) the provision of sewerage and drainage;

(c) the provision of kitchen exhaust and toilet exhaust;

(d) transmission by telephone, radio, television, satellite or other means;

(e) the provision of security systems; and

(f) any other facility, supply or transmission,

and includes all pipes, ducts, poles, wires, cables, conduits, structures and equipment required for the operation of the Services listed in paragraphs (a) to (e) inclusive above.

Services Easement means the Easement for Services (J) numbered 12 on the Plan.

Shared Costs means the following expenses:

(a) in relation to a Shared Facility:

  (i) repair, maintenance, cleaning and operating costs (including energy and water usage);

  (ii) renewal or replacement costs; and

  (iii) any amount payable to a contractor under any maintenance agreement;

(b) costs of Insurance;

(c) the fees and administrative costs in relation to this Statement, the Building Management Committee, the Building Manager and the Strata Manager; and

(d) any amount determined by Resolution to be Shared Costs.

Shared Facilities means:

(a) the services, facilities, machinery and equipment referred to in the Shared Facilities Schedule;

(b) any alterations, additions or replacement of those items;

(c) any pipes, wires, cables and ducts connected to or forming part of these items but not those parts exclusively serving a Member's Lot or Common Property;

(d) any items necessary to operate or service the facilities, such as cleaning equipment and materials;

(e) any area in which the Shared Facilities are located; and

(f) any services, facilities, machinery and equipment which the Building Management Committee determines by Resolution are Shared Facilities.

Shared Facilities Schedule means the schedule of Shared Facilities attached to this Statement in **Schedule 1.**

Signage means the sign, painting or poster (with or without illumination) affixed or to be affixed within the Signage Areas, a Retail/Commercial Lot or otherwise in the Building.

Signage Areas the respective easement sites of the Signage Easements.

Signage Easements means:

(a) the Easement for Signage (L) numbered 15 on the Plan; and

(b) the Easement for Signage (S) numbered 25 on the Plan.

Statement means this strata management statement.

Strata Lot means a lot within a Strata Scheme.

Strata Manager means the licensed strata managing agent appointed under **clause 6**.

Strata Management Fee means the fee for the Strata Manager under **clause 6** (and payable in the proportions set out in the Shared Facilities Schedule).

Strata Plan means a strata plan under the Act.

Strata Scheme means a strata scheme created on registration of a Strata Plan under the Development Act.

Stratum Lot means:

(a) a lot in the Plan which has not been subdivided by a Strata Plan; or

(b) a stratum lot created on registration of a further stratum plan subdividing a Lot.

Stratum Lot Owner means the registered proprietor of a Stratum Lot.

Substitute Representative means a person appointed by a Member to represent them for the purpose of this management statement as a substitute for their Representative.

Treasurer means the person appointed by the Building Management Committee from time to time as treasurer under **clause 4.1(a)**.

Tribunal means the Consumer, Trader and Tenancy Tribunal established by the *Consumer, Trader and Tenancy Tribunal Act 2001*.

Unanimous Resolution means a resolution which is passed at a meeting of the Building Management Committee against which no vote is cast.

Year means any of the following (as the context requires):

(a) Year 1; and

(b) a successive 12 month period commencing on the day after the end of Year 1.

Year End means the year end for accounting purposes determined by the Building Management Committee in accordance with **clause 26.3(a)**.

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Year 1 means the period commencing on the date of registration of this Statement and ending on the Year End.

1.3 Interpretation

Unless expressed to the contrary, in this Statement:

(a) words in the singular include the plural and vice versa;

(b) any gender includes the other genders;

(c) if a word or phrase is defined its other grammatical forms have corresponding meanings;

(d) "includes" means includes without limitation;

(e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it; and

(f) a reference to:

(i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;

(ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;

(iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;

(iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;

(v) a body or authority means, if that body or authority has ceased to exist, the body or authority which then serves substantially the same objects as that body or authority;

(vi) a right includes a benefit, remedy, discretion or power;

(vii) time is to local time in Sydney;

(viii) "$" or "dollars" is a reference to Australian currency;

(ix) this or any other document includes the Statement as novated, varied or replaced and despite any change in the identity of the parties;

(x) writing includes:

(A) any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions; and

(B) words created or stored in any electronic medium and retrievable in perceivable form;

(xi) this Statement includes all schedules and annexures to it; and

(xii) a clause, schedule or annexure is a reference to a clause, schedule or annexure, as the case may be, of this Statement.

1.4 Parties Bound Jointly and Individually

A covenant, representation, warranty or an agreement between more than one person binds them jointly and severally.

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1.5 Headings

Headings do not affect the interpretation of this Statement.

1.6 Business Day

(a) If anything is required to be done under this Statement on a day which is not a Business Day then it must be done on the next Business Day.

(b) If an event occurs on a day which is not a Business Day, or occurs later than 5.00 pm local time at the place that the event occurs the event is deemed to have occurred on the next Business Day in the place that the event occurs.

(c) A reference to a day is a reference to a time period which begins at midnight and ends 24 hours later.

(d) A reference to a period of time unless specifically written otherwise, excludes the first day of that period.

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PART 2: MEMBERS AND OCCUPIERS OBLIGATIONS

2 Parties Bound and General Obligations

2.1 Members

(a) The Building has nine components, being the:

(i) Building A Lot;

(ii) Building B Lot;

(iii) Building C Lot;

(iv) Building D Lot;

(v) Retail/Commercial Lot 2;

(vi) Retail/Commercial Lot 4;

(vii) Building E Lot North;

(viii) Carparking Lot 8; and

(ix) Building E Lot South.

(b) The owners of the nine components are the Members of the Building Management Committee. They are the:

(i) Building A Lot Owners Corporation;

(ii) Building B Lot Owner;

(iii) Building C Lot Owner;

(iv) Building D Lot Owner;

(v) Retail/Commercial Lot 2 Owner;

(vi) Retail/Commercial Lot 4 Owner;

(vii) Building E Lot North Owner;

(viii) Carparking Lot 8 Owner; and

(ix) Building E Lot South Owner.

2.2 Parties Bound

This Statement has effect as an agreement under seal binding the Members and every Owner, lessee, Occupier or mortgagee in possession of a Lot in the Building.

2.3 General Obligations

The Members must:

(a) promptly comply with their obligations under this Statement and the Act;

(b) promptly pay their contributions for amounts they owe to the Building Management Committee under this Statement and the Act;

(c) obey the directions of the Building Management Committee;

(d) make sure the Insurances are effected and maintained;

(e) implement decisions of the Building Management Committee; and

(f) comply with the Easements.

2.4 Inconsistency

(a) The by laws of a Strata Scheme must not conflict with this Statement and the provisions of this Statement apply to the extent of any inconsistency.

(b) If a by-law of a Strata Scheme conflicts with the provisions of this Statement, the Owners Corporation must at its own cost amend or repeal the inconsistent by-law.

2.5 Further Strata Management Statement on registration of Strata Plan

(a) A Party must not object to, and is taken to have given its consent to:

(i) an application with an Authority to subdivide (including by Strata Plan) or other plan of subdivision) one or more of the Stratum Lots;

(ii) the registration of any Strata Plan or other plan of subdivision which subdivides one or more of the Stratum Lots; and

(iii) a strata management statement to be registered with a Strata Plan or other plan of subdivision set out in **clause 2.5(a)(i)** replacing or amending this Statement provided that the provisions of the strata management statement referred to in this **clause 2.5(a)(iii)**:

(A) are substantially similar to the provisions of this Statement; and

(B) do not materially adversely affect that Party's rights under this Statement.

(b) Each Member must:

(i) execute a strata management statement referred to in **clause 2.5(a)(iii)** within 30 days of being required to do so by a Stratum Lot Owner;

(ii) procure the consent of any mortgagee, chargee, covenant chargee, lessee or caveator of their Lot to the registration of a Strata Plan and the strata management statement contemplated by **clause 2.5(a)**; and

(iii) do anything else reasonably necessary to give effect to the registration of a Strata Plan and the strata management statement contemplated by **clause 2.5(a)**.

2.6 Amending this Statement

Unless otherwise provided in this Statement, this Statement can only be amended in accordance with the relevant provisions of the Development Act and any other Laws as may be in force from time to time which set out the manner in which this Statement can be amended.

2.7 Unanimous Resolutions of the Building Management Committee

Unless otherwise stated in this Statement, a Unanimous Resolution passed by the Building Management Committee, or the subject matter of a Unanimous Resolution, is definitive and must not be the subject of expert determination.

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PART 3: BUILDING MANAGEMENT COMMITTEE AND MANAGERS

3 Building Management Committee

3.1 Establishing the Building Management Committee

(a) The Members must establish the Building Management Committee within 3 months after the registration of this Statement.

(b) The Building Management Committee cannot be dissolved while this Statement is in force.

3.2 Members of the Building Management Committee

The Members of the Building Management Committee are the:

(a) Building A Lot Owners Corporation;

(b) Building B Lot Owner;

(c) Building C Lot Owner;

(d) Building D Lot Owner;

(e) Retail/Commercial Lot 2 Owner;

(f) Retail/Commercial Lot 4 Owner;

(g) Building E Lot North Owner;

(h) Carparking Lot 8 Owner; and

(i) Building E Lot South Owner.

3.3 Representatives

(a) Each Member must:

(i) appoint a Representative;

(ii) give to each other Member notice of the name, address, email address (if applicable) and telephone number of the Representatives; and

(iii) serve notice on the other Members each time their contact details change.

(b) Each Member may:

(i) change its Representative at any time; and

(ii) appoint a casual Representative for a particular meeting or meetings.

(c) The Representative or casual Representative of a Member who is an Owners Corporation must be appointed by or selected in accordance with a Resolution or a by-law made by the Member.

(d) If a Member is the registered proprietor of more than one Stratum Lot, the Member may appoint one Representative to represent the Member for both Stratum Lots.

3.4 Functions

(a) The functions of the Building Management Committee are to:

(i) make decisions about matters delegated to the Building Management Committee under this Statement;

(ii) determine and levy contributions for the administrative fund and the sinking fund under **clause 26**;

(iii) operate, maintain, renew, replace and control the use of Shared Facilities;

(iv) change or add to or extend Shared Facilities;

(v) change or add to or adjust Shared Costs;

(vi) effect the Insurances;

(vii) appoint and supervise any Contractor or agent, including the Strata Manager and Building Manager, engaged by the Building Management Committee;

(viii) register any variation to this Statement; and

(ix) comply with this Statement and the Act.

3.5 Decision Making

The Building Management Committee can only make decisions in accordance with this Statement and at a meeting by Resolution.

4 Officers of the Building Management Committee

4.1 Appointment of Officers

The Building Management Committee:

(a) must appoint a Chairperson, Treasurer and Secretary as Officers;

(b) may appoint any other Officer who the Building Management Committee considers necessary; and

(c) must immediately appoint a replacement Officer if an Officer vacates his or her position.

4.2 Eligibility for Office

Officers must be a Representative, Substitute Representative or the Strata Manager.

4.3 Appointment of Officers

(a) The Building Management Committee must appoint Officers within 3 months after the registration of this Statement.

(b) The Building Management Committee may appoint new officers at any time.

4.4 Vacating Office

An Officer will have vacated their position if:

(a) they are no longer a Representative or the Strata Manager;

(b) the Building Management Committee:

(i) dismisses the Officer from their position; and

(ii) appoints a replacement Officer to that position; or

(c) an Officer submits their resignation in writing stating the date which their resignation will become effective.

4.5 Performing functions

An Officer must perform his or her functions according to the Act, this Statement and the directions of the Building Management Committee.

4.6 Functions of Secretary

The functions of the Secretary are to perform the administrative, bookkeeping and secretarial functions of the Building Management Committee including:

(a) answer communications sent to the Building Management Committee;

(b) perform administrative and secretarial functions for the Building Management Committee;

(c) convene meetings and prepare and distribute notices, agendas and minutes for those meetings;

(d) serve notices on behalf of the Building Management Committee;

(e) keep records (other than records which the treasurer must keep) for the Building Management Committee; and

(f) make the records of the Building Management Committee available for inspection.

4.7 Functions of the Treasurer

The functions of the Treasurer are to:

(a) prepare budgets;

(b) prepare financial statements;

(c) send out notices for, collect and bank contributions to the administrative fund and the sinking fund;

(d) prepare outstanding levy certificates;

(e) arrange for the preparation audit reports;

(f) pay accounts; and

(g) keep the accounting records of the Building Management Committee.

4.8 Functions of the Chairperson

The functions of the Chairperson are to preside at those meetings of the Building Management Committee which the Chairperson attends. The Chairperson may appoint the Strata Manager to chair meetings of the Building Management Committee in the Chairperson's absence or as desired by the Chairperson from time to time.

4.9 Other Appointees

If the Building Management Committee appoints an Officer under **clause 4.1(b)**, it must clearly define the duties of the Officer.

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5 Meetings and voting

5.1 Holding of Meetings

The Building Management Committee must hold a meeting:

(a) if a Member requests by notice in writing;

(b) at least once annually from the date of the first meeting of the Building Management Committee;

(c) if the Building Management Committee is otherwise required to do so under this Statement; or

(d) if the Strata Manager determines to hold a meeting.

5.2 Request for Meeting

(a) A request for a meeting must be made to the Secretary and must state the issue or proposal for the meeting.

(b) The Building Management Committee is not obliged to hold a meeting if the Member requesting it is a Defaulting Member.

5.3 Notice of Meetings

(a) The Secretary of the Building Management Committee must normally give at least 5 Business Days' notice of a meeting to each Member.

(b) In the case of an emergency or with the consent of each Member, the Building Management Committee may give a shorter notice.

(c) A notice of a meeting must include:

(i) the time, date and place for the meeting; and

(ii) an agenda for the meeting.

(d) An agenda for a meeting must include:

(i) the terms of the motions for resolution at the meeting;

(ii) a reference to whether a Majority Resolution or Unanimous Resolution is required for each resolution;

(iii) the matters requested by notice in writing to be considered at the meeting by Members, Owners or Occupiers;

(iv) a copy of the minutes of the last meeting; and

(v) include a motion to adopt the minutes of the last meeting.

(e) In the case of an emergency meeting a notice is not required to include the matters set out in paragraphs (iii) to (v) above.

(f) If the levying of contributions is an item on the agenda for a meeting, then the notice must include a copy of a budget and audited financial statements prepared by the Building Management Committee.

5.4 Quorum

(a) At any meeting of the Building Management Committee, a quorum consists of a Representative of each Member.

(b) If a quorum is not present within half an hour from the time appointed for a meeting, the meeting is adjourned for 2 Business Days.

(c) The Building Management Committee must hold the adjourned meeting at the same time and at the same place notified for the original meeting.

(d) The quorum for the adjourned meeting is that number of Representatives present at the time appointed for the adjourned meeting.

(e) At an adjourned meeting, one person may constitute a quorum.

5.5 Voting

(a) At each meeting of the Building Management Committee each Member through any of its Representatives is entitled to exercise 1 vote.

(b) A Defaulting Member is not entitled to vote.

(c) The Chairperson does not have a casting vote at meetings of the Building Management Committee.

(d) If the Building Management Committee decide on a matter, it must be decided by an Majority Resolution unless otherwise stated in this Statement.

(e) In the event that a vote results in a deadlock between the Members, the motion will be lost.

5.6 Matters requiring Unanimous Resolution

(a) The matters that the Building Management Committee must decide by Unanimous Resolution are:

(i) amending **clause 2.5** of this Statement or the definition of Unanimous Resolution in **clause 1.2** of this Statement;

(ii) the distribution to Members of surplus money in the sinking fund and administration fund;

(iii) changing, adding to or removing Shared Facilities other than a decision to repair Shared Facilities or to renew or replace minor items (unless otherwise specified in this Statement); and

(iv) changing, adding to or adjusting Shared Costs (unless otherwise specified in this Statement).

(b) A Unanimous Resolution passed in relation to the matters set out in this **clause 5.6** is definitive and must not be the subject of expert determination.

6 Appointment of a Strata Manager

6.1 Appointment of a Strata Manager

(a) The Building Management Committee may appoint a Strata Manager to assist the Building Management Committee in performing its functions, in particular its financial and secretarial functions.

(b) When appointing a Strata Manager, the Building Management Committee may (but is not obliged to) appoint the same person as a strata manager appointed by an Owners Corporation.

(c) Any appointment must:

(i) be in writing;

(ii) be signed by each Member;

(iii) be for a term (with options) not exceeding 4 years; and

(iv) reserve to the Building Management Committee the power to continue exercising any or all of the functions delegated to the Strata Manager.

(d) The Building Management Committee must monitor the performance of the Strata Manager.

6.2 Strata Management Fee

If a Strata Manager is appointed, the Members must contribute to the Strata Management Fee in the proportions set out in the Shared Facilities Schedule.

6.3 Delegation of functions

(a) Subject to **clause 6.3(b)**, the Building Management Committee may delegate its functions and the functions of its officers to the Strata Manager.

(b) The Building Management Committee may not delegate functions the subject of **clause 5.6** to the Strata Manager or any other functions which the Building Management Committee determines by Majority Resolution may only be exercised by the Building Management Committee.

6.4 Strata Manager's Duties

The Strata Manager's duties may include to:

(a) ensure the proper operation, repair, maintenance and renovation and replacement of the Shared Facilities;

(b) effect and maintain Insurance on behalf of the Members;

(c) implement decisions made by the Building Management Committee;

(d) carry out the Building Management Committee's obligations in respect of any maintenance agreement;

(e) undertake secretarial and other functions arising from this Statement;

(f) maintain taxation and other statutory records, provide a public office and obtain an Australian Business Number for the Building Management Committee, and ensure compliance with all legal obligations with respect to taxation;

(g) comply with any obligations of the Building Management Committee under the Management Act or this Statement; and

(h) comply with any other duties determined by Resolution.

7 Appointment of a Building Manager

7.1 Appointment of a Building Manager

The Building Management Committee may enter into an agreement with a person to assist the Building Management Committee in the operation and management of the Shared Facilities which agreement must be in accordance with the Management Act and may provide for:

(a) a term of up to 5 years with a maximum option of 1 option of up to 5 years, with rights for early determination by either the Building Management Committee or the Building Manager;

(b) the carrying out of or as agent for Members, entering into contracts for cleaning, caretaking, inspection, maintenance, minor repairs, replacements and services to the Shared Facilities and any personal property vested in the Building Management Committee;

(c) drafting plans under this Statement and administering them;

(d) the provision of services to Members or Occupiers; and

(e) anything else which the Building Management Committee agrees is necessary or desirable having regard to the operational and management requirements of the Building Management Committee.

7.2 Management Fee

The Members must:

(a) contribute to the Management Fee in the same proportions as set out in the Shared Facilities Schedule for the Management Fee for services for the Building Management Committee; and

(b) pay the whole cost of services provided for a Member pursuant to **clause 7.1(d)**.

7.3 General provisions regarding the Member

(a) At the expiration of an agreement entered into under **clause 7.1**, the Building Management Committee may enter into a further agreement on terms substantially similar to the agreement contemplated under that clause.

(b) The Building Management Committee may not without the written consent of the Building Manager enter into more than one agreement under **clause 7.1** at any one time.

(c) A Member and any Owner or Occupier of a Lot must not:

(i) interfere with or obstruct the Building Manager from performing his or her duties under an agreement entered into under **clause 7.1;**

(ii) interfere with or obstruct the Building Manager from using any part of the Shared Facilities lawfully designated by the Building Management Committee for use by the Building Manager.

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PART 4: SHARED FACILITIES AND SPECIAL AREAS

8 Shared Facilities and Shared Costs

8.1 Shared Facilities

(a) Shared Facilities are facilities and services which are used by more than one Member or are located on the land of a Member but used by another Member.

(b) A list of the Shared Facilities is set out in the Shared Facilities Schedule.

(c) The Parties acknowledge that as at the date this Statement is registered, not all of the Shared Facilities listed in the Shared Facilities Schedule will be constructed and available for use by the Parties.

(d) In particular, until the expiry of the Construction Period the following Shared Facilities may not be available for use by the Parties:

(i) Pool and Pool Deck; and

(ii) Landscaping.

8.2 Use of Shared Facilities

(a) The Shared Facilities Schedule specifies which Members and Occupiers are entitled to use each Shared Facility. If the Shared Facilities Schedule does not specify entitlement, each Member is entitled to use and enjoy the Shared Facility unless a specific provision of this Statement provides otherwise.

(b) Each Party must use the Shared Facilities only for their intended purpose and follow the directions of the Building Management Committee.

(c) The Building Management Committee may make rules in relation to the use of any Shared Facility.

(d) Any rules made by the Building Management Committee in relation to the use of any Shared Facility are definitive and must not be the subject of expert determination.

8.3 Maintenance of Shared Facilities

(a) Except as otherwise specified in this Statement, the Building Management Committee must carry out or arrange for the carrying out of maintenance, repair, operation, renovation and replacement of the Shared Facilities.

(b) The Building Management Committee may at its discretion enter into maintenance agreements with Contractors to maintain the Shared Facilities.

8.4 Damage to Shared Facilities

A Party must:

(a) immediately notify the Building Management Committee about damage to or a defect in a Shared Facility; and

(b) pay the costs of repair for any damage to the Shared Facilities caused by that Party.

8.5 Shared Costs for subsequent stages

(a) At the date of registration of this Statement, the apportionment of Shared Costs contained in the Shared Facilities Schedule have been apportioned on the basis that all stages of the Building have been fully constructed and are operational.

(b) During the Construction Period the balance of the Building will be built in stages.

(c) Until the Building is fully constructed and operational, the Parties must adjust the percentage allocation in the Shared Facilities Schedule to accord with the percentage reflecting the actual Shared Costs reasonably attributable to a Stratum Lot having regard to the nature and extent of the development of that Stratum Lot.

8.6 Shared Costs

(a) Subject to **clause 8.5**, the Building Management Committee must apportion the Shared Costs of a Shared Facility using the apportionment stated in the Shared Facilities Schedule.

(b) The Building Management Committee must advise each Member of its proportion of the Shared Costs and must levy Members for contributions in accordance with **clause 26**.

(c) Each Member must pay its proportion of the Shared Costs.

8.7 Review of Shared Costs

(a) Where a Shared Cost has been calculated on the basis of usage, a review of usage shall be undertaken annually by the Building Management Committee to confirm that the percentage cost allocation in the Shared Facilities Schedule substantially reflects the actual usage by the respective Member.

(b) If the actual usage of a Member is substantially different to the percentage cost allocation in the Shared Facilities Schedule the Parties shall adjust the percentage cost allocation in the Shared Facilities Schedule to accord with the percentages of actual use. Any adjustment of the percentage cost allocation in the Shared Facilities Schedule under this clause shall not apply retrospectively.

(c) The Building Management Committee may recover from a Member costs associated with a Member's unauthorised use of a Shared Facility for a purpose that is not the intended purpose for the Shared Facility set out in the Shared Facilities Schedule.

(d) Any review of the Shared Costs by the Building Management Committee under this **clause 8.7** is definitive and must not be the subject of expert determination.

8.8 Government Agency Compliance

The Building Management Committee must:

(a) arrange for the inspection of Shared Facilities if required by a Government Agency; and

(b) obtain any certification of the Shared Facilities required by Law.

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9 Amending Shared Facilities and Shared Costs

(a) Subject to **clause 5.6** and **9(c)**, the Building Management Committee may:

(i) vary, modify, repair, renew or replace the Shared Facilities; and

(ii) add Shared Costs or adjust the division of Shared Costs if required.

(b) As set out in **clause 5.6**, a Unanimous Resolution of the Building Management Committee is required to:

(i) change, add to or remove Shared Facilities other than for a decision to repair Shared Facilities or to renew or replace minor items; and

(ii) change, add to or adjust Shared Costs,

unless otherwise specified in this Statement.

(c) If the Building Management Committee passes a Unanimous Resolution to vary the Shared Costs and Shared Facilities, the Shared Facilities Schedule is automatically varied at the time the Chairperson signs the minutes which record the Unanimous Resolution. Any variation to the Shared Costs or Shared Facilities under this clause shall not apply retrospectively.

(d) A Unanimous Resolution passed in relation to the matters set out in this **clause 9** is definitive and must not be the subject of expert determination.

10 Access

10.1 Access to Shared Facilities

(a) Each Party must give the Building Management Committee and other Parties:

(i) access to and from the Shared Facilities by the most appropriate means provided access does not unreasonably interfere with that Party's lawful use of the area;

(ii) access to use the Shared Facilities located within that Party's Lot in accordance with the provisions of this Statement; and

(iii) access to operate, maintain, repair, renovate and replace the Shared Facilities.

(b) Appropriate means of access to a Shared Facility does not include:

(i) access through a Strata Lot without the prior consent of the Occupier of that Strata Lot; and

(ii) any other means of access prohibited under this Statement.

(c) Reasonable notice must be given to a Party affected by the proposed means of access under **clause 10.1(a)** if access is required to maintain, repair or replace Shared Facilities.

10.2 Access to Plant

(a) Each Party must give the Building Management Committee and other Parties:

(i) access to and from the Plant Areas and Plant by the most appropriate means provided access does not unreasonably interfere with that Party's lawful use of the area; and

(ii) access to operate, maintain, repair, renovate and replace the Plant.

(b) Appropriate means of access to the Plant Areas and Plant does not include:

(i) access through a Strata Lot without the prior consent of the Occupier of that Strata Lot; and

(ii) any other means of access prohibited under this Statement.

(c) Reasonable notice must be given to a Party affected by the proposed means of access under **clause 10.2(a)** if access is required to maintain, repair or replace Shared Facilities.

10.3 Right to Access

If a Party accesses parts of the Building in accordance with their rights set out in this Statement that Party must not unreasonably interfere with the other Party's lawful use of the Building.

10.4 Emergency Access

In an emergency, each Party must give to all Parties access to all exit routes in the Building.

10.5 Conditions of Access

Except in an emergency and unless otherwise specified in this Statement, a Party affected by the proposed means of access may determine the times and reasonable terms of access (including reimbursement of costs) under this **clause 10**.

11 Additional Shared Facilities

11.1 Additional Shared Facilities

(a) The development of a stage or stages in the Building by the Developer may or may not result in the creation of additional Shared Facilities.

(b) The Parties acknowledge that the Developer may (acting reasonably) request the Parties to vary this Statement at any time to:

(i) include additional Shared Facilities, including specifying those Members entitled to use those additional Shared Facilities;

(ii) vary a Member's entitlement to use an existing Shared Facility as a result of the creation of the additional Shared Facilities; and

(iii) change, add to or adjust the division of Shared Costs to take into account the inclusion of the additional Shared Facilities and each Member's entitlement to use those additional Shared Facilities.

11.2 Consent

A Party must, if requested by the Developer under **clause 11.1(b)**:

(a) consent to the creation of the additional Shared Facilities;

(b) vote in favour of a Resolution to vary this Statement; and

(c) execute all necessary documentation and do all things necessary to register an amendment to this Statement,

unless the rights of that Party will be materially detrimentally affected by the variation to this Statement.

12 Pool and Pool Deck

12.1 Use of the Pool and Pool Deck

The Pool and Pool Deck are a Shared Facility for use by the Owners and Occupiers of the Residential Lots and guests of those Owners and Occupiers.

12.2 Hours

The Pool and Pool Deck must be open for use by the Owners and Occupiers and guests set out in **clause 12.1** between the hours of 6.30 am and 9.00 pm or other hours specified from time to time by the Building Management Committee.

12.3 Rules

An Owner and Occupier must (and must ensure that any guest does):

(a) not use the Pool, Pool Deck and its surrounds other than between the hours set out in **clause 12.2**;

(b) ensure that any guest does not use the Pool, Pool Deck or its surrounds unless accompanied by an Owner or Occupier;

(c) ensure that children are not in or around the Pool or Pool Deck unless accompanied by an adult Owner or Occupier exercising effective control over them;

(d) ensure that glass containers or receptacles of any type are not taken to or allowed to remain in the Pool, Pool Deck or its surrounds;

(e) exercise caution at all times and not run or splash or behave in any manner that is likely to interfere with the use of the Pool and Pool Deck by other persons;

(f) not, without proper authority, operate, adjust or interfere with the operation of any equipment associated with the Pool or add any chemical or other substance to any water in the Pool;

(g) at all times be adequately clothed so as not to be likely to offend any other persons using the Pool, Pool Deck or its surrounds;

(h) be adequately clothed and dry when leaving or entering the Pool Deck and its surrounds;

(i) not smoke, eat, drink or consume alcohol in the Pool and the Pool Deck;

(j) only use the Pool and Pool Deck for recreational purposes and not for any commercial purpose;

(k) not use balls, boogie boards or large inflated objects in the pool; and

(l) comply with any rules that the Building Management Committee may make from time to time with respect to the Pool, Pool Deck and its surrounds.

12.4 Cleaning and Repairs

All Owners and Occupiers entitled to use the Pool and Pool Deck, following their use of the Pool and Pool Deck, must:

(a) dispose of any rubbish;

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(b) clean any surfaces requiring cleaning as a consequence of Owners or Occupier's use of the Pool and Pool Deck; and

(c) otherwise leave the Pool and Pool Deck in a good state of repair.

12.5 Safety

The Building Management Committee must ensure that at all times:

(a) a warning notice containing the words "Young children should be supervised when using this swimming pool" together with an expired air resuscitation warning notice complying with section 17 of the Swimming Pools Act 1992 (and any such other legislation which applies to swimming pools in residential buildings from time to time) is affixed and maintained in a prominent position adjacent to the Pool;

(b) the Pool is fully enclosed with child proof fencing; and

(c) the fencing and access gates to the Pool are maintained in good repair.

12.6 Construction Period

During the Construction Period the Pool and Pool Deck will not be available for use.

12.7 Amendment

Notwithstanding any other provision in this Statement, the Building Management Committee may not propose to amend or repeal this **clause 12** without first obtaining the prior written consent of Residential Lot Owners.

13 Landscaping

The Members must maintain the Landscaping to at least the same quality and standard equivalent to the Landscaping existing as at the date of this Statement.

14 Garbage and Recycling Rooms

14.1 Use of the Garbage and Recycling Rooms

Owners and Occupiers of Building E Lot North and Building E Lot South may use the Garbage and Recycling Rooms.

14.2 Rules

Owners and Occupiers of Building E Lot North and Building E Lot South:

(a) must comply with any rules regarding garbage disposal and recycling made by the Owners Corporation under the by-law instrument affecting the Residential Lot in which the relevant Garbage and Recycling Room is located (if applicable); and

(b) place recyclable material in an area in the Garbage and Recycling Rooms determined from time to time by the Building Management Committee.

14.3 Amendment

Notwithstanding any other provision in this Statement, the Building Management Committee may not propose to amend or repeal this **clause 14** without first

obtaining the prior written consent of the Building E Lot North Owner and the Building E Lot South Owner.

15 CCTV Security System

15.1 Shared Facility

The CCTV Security System is a Shared Facility for the benefit of Members and their respective Owners and Occupiers.

15.2 Access to CCTV Footage

(a) The CCTV Security System monitors the car park, loading docks and public spaces within the Building and is managed by the Building Management Committee.

(b) The Strata Manager may review CCTV footage for the purpose of monitoring the car park, loading docks and public spaces within the Building.

(c) The Building Management Committee may access the Building B Lot from time to time to view the CCTV footage.

(d) Members and their respective Owners and Occupiers are not permitted to access the Building B Lot to review CCTV footage without the prior consent of the Strata Manager, which consent the Strata Manager may grant or withhold in its absolute discretion.

(e) The Strata Manager must make prior arrangements with the Building B Lot Owner for an Owner or Occupier to access the Building B Lot to review CCTV footage prior to the Strata Manager consenting to an Owner or Occupier accessing the Building B Lot to review CCTV footage under **clause 15.2(d)**.

16 Loading Dock

16.1 Shared Facility

The Loading Dock is a Shared Facility for use by Owners and Occupiers of a Retail/Commercial Premises.

16.2 Rules

(a) Owners and Occupiers of a Retail/Commercial Premises may use the Loading Dock for garbage disposal and collection purposes.

(b) The Retail/Commercial Lot Owners may, from time to time, make rules and impose conditions in relation to the use of the Loading Dock, including:

(i) the hours in which access is permitted;

(ii) the manner in which large objects or deliveries to and from the Loading Dock and a Retail/Commercial Premises are to be transported;

(iii) the use of protective covers for surfaces forming part of the Building during such times as large objects or deliveries are transported to and from the Loading Dock and a Retail/Commercial Premises;

(iv) prohibitions on the use of trolleys or other moving devices; and

(v) Insurance requirements,

provided that such rules will not adversely impact on the use and operation of the Retail/Commercial Premises'.

(c) All Members, Owners and Occupiers entitled to use the Loading Dock must:

(i) use the Loading Dock only as stated in this Statement and in accordance with any rules determined by the Retail/Commercial Lot Owners; and

(ii) promptly clean up any spills in the Loading Dock or the Building.

(d) If any damage to the Building occurs, the Building Management Committee or any person authorised by it, may rectify such damage and the costs of carrying out such work shall be a debt payable by the Owner or Occupier to the Building Management Committee on demand.

16.3 Amendment

Notwithstanding any other provision in this Statement, the Building Management Committee may not propose to amend or repeal this **clause 16** without first obtaining the prior written consent of the Retail/Commercial Lot Owners.

17 The Retail/Commercial Lots

17.1 Shop front windows

(a) Owners and Occupiers of a Retail/Commercial Premises must maintain at all times any shop window displays in the Retail/Commercial Premises.

(b) Roller shutters are not permitted to be installed across the shop window displays in a Retail/Commercial Premises.

17.2 Development Consent

(a) If required, the Members must consent to an Owner or Occupier of a Retail/Commercial Premises lodging a development application with an Authority relating to all or part of a Retail/Commercial Premises, including a development application with respect to:

(i) occupation and use of a Retail/Commercial Premises; or

(ii) the erection of any advertisements or advertising structures on a Retail/Commercial Premises; or

(iii) alterations to the awning, including raising the height of the awning and/or extending the height of the glass shopfront on Retail/Commercial Lot 2,

(**Retail/Commercial Development Application**) and must, if required, provide the Owners or Occupier of the relevant Retail/Commercial Premises with a written authority addressed to the Authority to make any Retail/Commercial Development Application.

(b) The Members must not, and must not direct or assist any third party to object to the Owners or Occupier of a Retail/Commercial Premises, or in the case of **clause 17.2(a)(iii)** the Retail/Commercial Lot 2 Owner, lodging a Retail/Commercial Development Application with an Authority and must, on request of the relevant Owner or Occupier provide any assistance

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reasonably required to assist the Owners or Occupier in obtaining the Authority's consent to the Retail/Commercial Development Application.

17.3 Future Services

(a) Owners and Occupiers of a Retail/Commercial Premises may from time to time be required to install new Services in the Building, but outside a Retail/Commercial Premises, for the purpose of carrying out a business in a Retail/Commercial Premises.

(b) Members must not object to an Owner or Occupier of a Retail/Commercial Premises installing new Services in the Building, but outside a Retail/Commercial Premises, if;

(i) the Owner or Occupier of the Retail/Commercial Premises seeking to install the Service has development consent to occupy and use the Retail/Commercial Premises;

(ii) the proposed Service is required by the Owner or Occupier of the Retail/Commercial Premises to carry out the approved business under the development consent;

(iii) the location of the proposed Service cannot be located in any existing easement; and

(iv) the location and nature of the proposed Service does not unreasonably interfere with the use and enjoyment of that Member's Lot, damage the structure of the Member's Lot and must be concealed.

17.4 Amendment

Notwithstanding any other provision in this Statement, the Building Management Committee may not propose to amend or repeal this **clause 17**, without first obtaining the prior written consent of the Retail/Commercial Lot Owners.

18 Signage

18.1 Signage within the Signage Areas

(a) Owners and Occupiers must not remove, deface, vandalise or in any other way damage or destroy the Signage affixed within the Signage Areas.

(b) Damage to the Signage affixed within the Signage Areas and any adjacent Common Property caused directly by an Owner or Occupier in contravention of **clause 18(a)** must be made good by and at the cost of that Owner or Occupier in a proper and workmanlike manner and to the satisfaction of the Building A Lot Owners Corporation and the relevant Retail/Commercial Lot Owner.

(c) Each Owner or Occupier of a Retail/Commercial Premises must:

(i) maintain, repair and replace the Signage affixed by that Owner or Occupier within the Signage Areas; and

(ii) keep the Building A Lot Owners Corporation indemnified from and against claims, demands and liability of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the rights conferred by this by-law.

(d) Damage to the Building A Lot façade or any Building A Lot Common Property caused by an Owner or Occupier of a Retail/Commercial Premises in relation to the affixing or removal of any Signage within the Signage Areas must be made good by and at the cost of that Owner or Occupier in a proper and workmanlike manner and to the satisfaction of the Building A Owners Corporation and the relevant Retail/Commercial Lot Owner.

18.2 Rules

(a) Any Signage affixed within Signage Areas, a Retail/Commercial Lot or otherwise in the Building by an Owner or Occupier of a Retail/Commercial Premises must comply with the following requirements:

(i) Signage must be professional in design and finish and must relate to the branding of the retail or commercial business conducted within a Retail/Commercial Premises.

(ii) Vinyl or painted logos and Signage are permitted to be fixed on the glass internally, subject to the logo and Signage being:

(A) of professional quality and commensurate with the location and the business being conducted within a Retail/Commercial Premises; and

(B) removable.

(iii) If Signage is connected to power, such power must be connected to the relevant Retail/Commercial Premises or separately metered and not be connected to the power supply for the Building A Lot Common Property or any other Lot.

(iv) Signage must not have any light emission that may cause disruption to another Owner and Occupier of any Lot.

(b) Owners and Occupiers of a Retail/Commercial Premises:

(i) must maintain and keep in good working order any Signage affixed by that Owner or Occupier within the Signage Areas, a Retail/Commercial Lot or otherwise on the Building; and

(ii) may change any Signage within the Signage Areas, a Retail/Commercial Lot or otherwise on the Building provided that the replaced Signage:

(A) complies with this **clause 18** and the requirements of this Statement; and

(B) is in keeping with the standard of the Building and other Signage affixed within the Signage Areas, the Retail/Commercial Lot, the respective Retail/Commercial Premises and the Building as at the date the Owner or Occupier seeks to change the Signage.

(c) Nothing contained in this **clause 18** entitles an Owner or Occupier of a Retail/Commercial Premises to affix any Signage without first obtaining any necessary consent from all relevant Authorities.

(d) Owners, Occupiers and Members must not, and must not direct or assist any third party to, object to any Signage provided that the Signage:

(i) complies with this Statement; and

(ii) complies with any relevant Authority requirements.

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19 Kitchen Exhaust

19.1 Installation and connection of a Kitchen Exhaust System

Subject to this **clause 19**, Owners and Occupiers of a Retail/Commercial Premises may install Kitchen Exhaust Systems to connect to the Kitchen Exhaust Ductwork.

19.2 Requirements

(a) Any proposed Kitchen Exhaust System to be installed by the Owner or Occupier of a Retail/Commercial Premises must:

(i) be compatible with the Kitchen Exhaust Ductwork;

(ii) not interfere with the structural integrity of the Building;

(iii) not interfere with any Building services (including Shared Facilities);

(iv) not interfere with or damage any waterproofing and Building membranes (including the roof membrane);

(v) not give rise to the transmission of "offensive noise" as defined in the Protection of the Environment Operations Act, 1997 as amended or replaced;

(vi) comply with the requirements of this Statement;

(vii) comply with any relevant Authority requirements;

(viii) be installed, operated and maintained to prevent vibration;

(ix) be installed, operated and maintained in a manner which minimises the spread of odour; and

(x) be connected to the electrical supply of the respective Retail/Commercial Premises.

(b) Notwithstanding **clause 19.2(a)**, if an Owner or Occupier of a Retail/Commercial Premises intends to install a Kitchen Exhaust System that may require works to be undertaken and a change to be made to:

(i) the Kitchen Exhaust Ductwork;

(ii) a Building service or the capacity of a Building service (including Shared Facilities); and/or

(iii) the waterproofing and Building membranes (including the roof membrane),

then the Owner or Occupier must:

(iv) obtain the prior consent of the Building Management Committee to install the Kitchen Exhaust System and undertake the works required; and

(v) pay the costs associated with the installation of the Kitchen Exhaust System and any rectification works required to be undertaken to the Kitchen Exhaust Ductwork, Building service or waterproofing and Building membranes.

(c) The Building Management Committee must not unreasonably withhold its consent to a request for approval by an Owner or Occupier under **clause 19.2(b)**.

(d) An Owner or Occupier of a Retail/Commercial Premises that installs a Kitchen Exhaust System and connects to the Kitchen Exhaust Ductwork must, when installing the Kitchen Exhaust System and connecting to the Kitchen Exhaust Ductwork:

(i) comply with the requirements of this Statement;

(ii) comply with any relevant Authority requirements;

(iii) comply with manufacturer's specifications for installation and connection of the Kitchen Exhaust System (if any); and

(iv) if the consent of the Building Management Committee is required under **clause 19.2(b)**, comply with the reasonable requirements of the Building Management Committee.

(e) Without limiting any other provision of this Statement, damage to any part of the Building, any Shared Facilities or other services provided in the Building caused directly by an Owner or Occupier of a Retail/Commercial Premises or any person authorised by an Owner or Occupier of a Retail/Commercial Premises must be made good by and at the cost of that Owner or Occupier in a proper and workmanlike manner and to the satisfaction of the Building Management Committee.

(f) Owners, Occupiers and Members must not, and must not direct or assist any third party to, object to the installation of any Kitchen Exhaust provided that the Kitchen Exhaust:

(i) complies with this Statement; and

(ii) complies with any relevant Authority requirements.

19.3 Maintenance of Kitchen Exhaust System

(a) An Owner or Occupier of a Retail/Commercial Premises who installs a Kitchen Exhaust System:

(i) is responsible for the operation, cleaning, replacement, repair and maintenance of the Kitchen Exhaust System;

(ii) must clean out all vents, filters and traps at regular intervals, in line with any industry standards for its application and immediately where any leakages are evident;

(iii) must ensure there is no build up of grease or other debris that may attract vermin or create a fire risk; and

(iv) must comply with the Building Management Committee's reasonable requirements for cleaning, replacement, repair and maintenance of the Kitchen Exhaust System.

(b) In the event that an Owner or Occupier of a Retail/Commercial Premises (or any person authorised by an Owner or Occupier of a Retail/Commercial Premises) fails to repair and maintain the Kitchen Exhaust System so as to prevent any damage to the Building, the Building Management Committee (or a person authorised by the Building Management Committee) may, after providing the Building Management Committee reasonable notice in writing and at the cost of that Owner or Occupier of a Retail/Commercial Premises, undertake any works necessary to repair and/or maintain the Kitchen Exhaust System and any part of the Building.

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19.4 Indemnity

Each Owner of a Retail/Commercial Premises must keep the Members and Building Management Committee indemnified from and against claims, demands and liability of any kind which may arise in respect of damage to the Building, damage to any Building services (including Shared Facilities), damage to any property or death of or injury to any person arising out of the installation, use and operation of the Kitchen Exhaust System.

19.5 Amendment

Notwithstanding any other provision in this Statement, the Building Management Committee may not propose to amend or repeal this **clause 19** without first obtaining the prior written consent of the Owners and Occupiers of the Retail/Commercial Lots.

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PART 5: MAINTENANCE, REPAIR AND UPGRADING

20 Maintenance, Repair and External Appearance

20.1 Owners Corporation

(a) An Owners Corporation who is a Member must carry out its obligations under Section 62 of the Management Act.

(b) An Owners Corporation who is a Member must not make a determination under Section 62(3) of the Management Act without the consent of the Building Management Committee.

(c) If an Owners Corporation breaches **clause 20.1(b)**, the Owners Corporation must still maintain, renew, replace or repair the particular item which is the subject of the determination.

(d) The obligations of a Stratum Lot Owner under this **clause 20.1** commence on the creation of an Owners Corporation with respect to the relevant Stratum Lot.

20.2 Stratum Lot Owners

(a) If a Member is not an Owners Corporation, the Member must properly maintain and keep in a state of good and serviceable repair that part of the Building within the relevant Member's Lot.

(b) The obligations of the a Stratum Lot Owner under **clause 20.2(a)** commences upon the date being the date of first issue of a final occupation certificate with respect to the relevant Stratum Lot after the date of this Statement.

20.3 Access into other Members' areas

Each Member and each Member's respective Owners and Occupiers must allow the other Members, Owners and Occupiers at reasonable times on reasonable notice to access that Member, Owner or Occupier's Lot, or if the Member is an Owners Corporation, the Common Property of the relevant Strata Scheme, in order to have access to:

(a) items within that Member, Owner or Occupier's Lot; or

(b) the Common Property of the relevant Strata Scheme; or

(c) the site of any Easement,

to carry out repairs, maintenance, inspections, tests, renewals and replacements where alternative access is not reasonably available for is likely to be substantially more costly.

20.4 Obligations

The obligations of each Member under **clauses 20.1** and **20.2** extend to:

(a) maintaining the structures, conduits, machinery, equipment and other thing or service integral to the proper operation and the support of any part of the Building (to the extent those structures, conduits, machinery, equipment and other things or services are located within the Member's Lot) at all times by, amongst other things, ensuring that those structures, conduits, machinery,

equipment and any other thing or service are regularly inspected, maintained, repaired and kept in a sound structural and fully operational and working condition; and

(b) properly operate and repair, and whenever reasonably necessary renew or replace any fixtures or fittings which may if not properly operated, repaired, renewed or replaced, having an adverse impact on the proper functioning of the Shared Facilities.

20.5 Exclusion

Clauses 20.1, 20.2, 20.3 and **20.4** do not apply to the Shared Facilities.

21 Failure of Member to carry out its obligations

21.1 Obligations

(a) If a Member does not carry out its obligations under **clause 20**, the Building Management Committee may do anything reasonably necessary for the purpose of exercising the requirements of **clause 20**, including:

(i) carrying out work on the Member's Lot to do anything the Member has failed to do under **clause 20**; and

(ii) entering the Member's Lot with or without tools and equipment and remaining there for the period of time for that purpose.

(b) In exercising its rights under this **clause 21**, the Building Management Committee must:

(i) ensure that all work is done properly;

(ii) cause as little interference as practical to any Occupier of the Member's Lot;

(iii) cause as little damage as practical to the Member's Lot and any improvements on that Member's Lot; and

(iv) if damage is caused by the Building Management Committee, restore the Member's Lot as nearly as practicable to the condition it was in before the damage occurred.

(c) Except where urgent work is required, the Building Management Committee must:

(i) before exercising its rights under **clause 21.1(a)**, give the Member written notice specifying a reasonable period of time for that Member to carry out that Member's obligation under **clause 20**, having regard to the nature of the obligation not performed; and

(ii) give the Member reasonable notice of the Building Management Committee's intention to enter the Member's Lot.

21.2 Access

If the Building Management Committee must do work on or in a Lot under **clause 21.1**, the Member must give the Building Management Committee or persons authorised by it to access the Lot.

21.3 Costs

The costs of carrying out any work under this **clause 21** shall be a debt payable by the Member to the Building Management Committee on demand.

22 Emergency Repairs

22.1 Rights of access

(a) The Building Management Committee and persons authorised by the Building Management Committee can enter and remain in all parts of the Building in order to carry out Emergency Repairs to the Building.

(b) The Building Management Committee must cause as little inconvenience as is reasonable to Members and Occupiers in carrying out its rights under this clause given the type of emergency.

22.2 Negligence by Member

If the Emergency Repairs carried out by the Building Management Committee are required as a result of the negligence of a Member or an Occupier, that Member or Occupier is responsible to reimburse the Building Management Committee for those costs.

23 Upgrading and Redevelopment

23.1 Works

Each Party agrees to act reasonably and, if applicable, to not unreasonably withhold their consent to any upgrading and redevelopment works to, or intended to be carried out in, the Building, including to Common Property or to lots within the relevant Strata Plan or to a Stratum Lot or to any of them so long as the proposed upgrading or redevelopment works are in accordance with the requirements of Council or any other Authority.

23.2 Repair

Each Retail/Commercial Lot Owner must repair without delay any damage caused to the Common Property or other parts of the Building as a result of the Retail/Commercial Lot Owner and its respective employees, contractors and consultants carrying out the works described in **clause 23.1**.

23.3 Consent

The other Members agree to act reasonably and, if applicable, to not unreasonably withhold their consent in connection with any proposal by a Member to upgrade or redevelop all or part of the Building owned by the Member, so long as the proposed upgrading or redevelopment works are in accordance with the requirements of Council or any other Authority.

23.4 Members' rights

Each Member may, in its absolute discretion and at its cost, upgrade or redevelop the part of that Member's Lot.

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23.5 Members to meet

(a) The Members must, at intervals of not less than 5 years commencing on the date of this Statement, convene a meeting of the Building Management Committee to discuss the state of the Building.

(b) If the Building Management Committee by Resolution decides to carry out upgrading of the Building or redevelopment of any part of the Building, the Building Management Committee will request the Secretary to prepare a detailed plan to carry out the upgrading or redevelopment works.

23.6 Plan preparation

The Secretary must, if requested by the Building Management Committee under **clause 23.5(b)**, prepare detailed plans for the upgrading or redevelopment works including costings and funding arrangements, and submit the plan to the Members for consideration.

23.7 Consideration of Plan

Within 42 days after the Secretary submits the plan to each Member under **clause 23.6**, the Building Management Committee must meet to consider the plan and to decide by Resolution if the plan will be implemented.

23.8 Effecting Works

(a) If the Building Management Committee reaches agreement under **clause 23.7**, the Secretary must obtain any approvals required by Authorities for undertaking and completing the upgrading or redevelopment works and engage contractors as necessary to complete the works.

(b) The Members must do all things reasonably necessary to enable the Secretary to obtain these approvals and engage the contractors under **clause 23.8(a)**.

24 Heritage Strategy

(a) The Building Management Committee must:

(i) adopt and administer a detailed Heritage Strategy for the ongoing preservation, repair and maintenance of those parts of the Building that have heritage significance; and

(ii) cause the Heritage Strategy to be reviewed annually by a suitably qualified and experienced person.

(b) The Building Management Committee must ensure that any construction or other activities:

(i) do not unduly disturb any parts of the Building that have heritage significance unless provision is made for the preservation or protection of those areas; and

(ii) is in accordance with the Heritage Strategy.

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PART 6: CONSTRUCTION PERIOD

25 Construction Period

25.1 Construction Period

(a) During the Construction Period the balance of the Building will be built in stages to be determined in the absolute discretion of the Developer.

(b) During the Construction Period, the Parties must allow the Developer and the Developer's employees, contractors and consultants to carry out the Construction Works in any part of the Building on and from the date of this Statement without any need for the approval of the Parties, but subject to the terms of any Easements and covenants and to the requirements of any Laws.

25.2 Consent

(a) A Party must consent to, and must execute all documentation and do all things necessary to provide consent to, any plans and documents (including the creation of any Easements and covenants) as required by the Developer for the:

(i) carrying out of the Construction Works; and

(ii) completion of a stage or stages in the Building.

25.3 Right to Access

(a) The Parties will allow the Developer and the Developer's employees, contractors and consultants during the Construction Period to access all parts of the Building which the Developer reasonably requires to access for the purpose of:

(i) carrying out the Construction Works for the relevant stage;

(ii) connecting, installing, extending, augmenting, maintaining or accessing any existing Services;

(iii) connecting, installing, extending, augmenting, maintaining or accessing any future Services; and

(iv) carrying out any work relating to the temporary propping or structural support of the Building.

25.4 Repair

(a) The Building Management Committee must procure the Developer to:

(i) repair without delay any damage caused to the Common Property or other parts of the Building as a result of the Developer and the Developer's employees, contractors and consultants carrying out the works described in **clause 25.3**.

(ii) not cause unreasonable inconvenience to the Parties as a result of the Developer and the Developer's employees, contractors and consultants carrying out the works described in **clause 25.3**.

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PART 7: FINANCIAL MATTERS AND INSURANCE

26 Financial Affairs

26.1 Administrative and Sinking Fund

(a) The Building Management Committee must establish an administrative fund and a sinking fund within 3 months of registration of this Statement.

(b) Until such time as a sinking fund report is completed and received by the Building Management Committee, the sinking fund may be determined by the Building Management Committee to be a nominal amount.

(c) As soon as practicable after the sinking fund report is completed and received by the Building Management Committee, the Building Management Committee must determine the contribution of each Member to the sinking fund, having regard to the Shared Facilities and to the recommendations of the sinking fund report.

(d) The administrative fund and sinking fund must be maintained by the Strata Manager or if no Strata Manager is appointed, by the Building Management Committee.

(e) The administrative fund must be used to pay the costs of:

(i) operating and maintenance of the Shared Facilities (including energy and water usage);

(ii) Insurance;

(iii) administration; and

(iv) any other costs which are not amounts which are to be paid from the sinking fund.

(f) The Building Management Committee must use the sinking fund to pay the costs of renewal or replacement of the Shared Facilities.

26.2 Budget

(a) The Building Management Committee must determine a budget for each 12 month period.

(b) The budget must be based on an estimate of the costs and expenditures to:

(i) pay Shared Costs;

(ii) pay any Management Fees and Strata Management Fees;

(iii) effect the Insurances; and

(iv) satisfy any obligation of the Building Management Committee under this Statement or the Management Act.

(c) The budget must contain details of:

(i) each item or matter, including Shared Costs, for which a Member is responsible;

(ii) each Member's proportion of a particular matter or item;

(iii) the amount of that proportion to be paid into the sinking fund and administrative fund (if applicable); and

(iv) the amount and date of each payment which a Member must make.

(d) The budget must reflect that until the completion of the Building, only some of the Shared Facilities will be operational.

26.3 Year End

(a) The Building Management Committee must determine the Year End for accounting purposes.

(b) The budget must be for the relevant Year.

26.4 Notice of Payment to Members

The budget must be submitted to each Member together with a notice advising:

(a) the total expenditure for the 12 month period to which the budget relates;

(b) the amount that each Member must pay in the 12 month period to the administrative and sinking funds in accordance with the budget; and

(c) the date each payment is due.

26.5 Payment by Members

(a) The Building Management Committee must levy Members for contributions it will need for its administrative fund and sinking fund based on the budget for each Year.

(b) A Member must pay each amount on the date the payment is due.

(c) If a Member fails to pay an amount owing when it is due and payable, that Member becomes a Defaulting Member.

26.6 Interest for Late Payment

(a) A Defaulting Member must pay interest on each amount not paid on time from and including the date on which the payment was due until the date it is paid.

(b) The Building Management Committee must calculate interest on daily balances at the rate equal to 2% per annum above the overdraft rate quoted by the Building Management Committee's bank, building society or credit union at the time of default.

(c) A certificate from the Building Management Committee's bank, building society or credit union stating the interest rate is final and binding on a Member.

26.7 Financial Statement

As soon as practicable, but no later than 3 months, after the expiration of each 12 month period, the Building Management Committee must provide each Member with an audited financial statement for the funds of the Building Management Committee.

26.8 Additional Amounts Payable

If the amounts payable or paid into one or both of the funds are insufficient, the Building Management Committee can by notice require each Member to pay an additional amount to enable the Building Management Committee to carry out its obligations under this Statement and the Management Act.

26.9 Deposit of Moneys

The Building Management Committee must:

(a) deposit all amounts received from Members into its administrative fund and sinking fund as applicable;

(b) apply all amounts towards the payment of all invoices, statements and accounts of the Building Management Committee; and

(c) if the deposit moneys accrue interest, credit the interest to the account of the Building Management Committee.

26.10 Dispute

(a) If there is a dispute about the payment of an amount, before resolution of the dispute, each Member must pay the amounts advised.

(b) After resolution of the dispute, the Building Management Committee must make an appropriate adjustment or payment.

26.11 Surplus Funds

The Building Management Committee may decide to distribute surplus funds to the Members by Unanimous Resolution pursuant to **clause 5.6** (having regard to the proportions in which the Members contributed the surplus funds).

27 Books and Records

27.1 Obligations of the Building Management Committee

(a) The Building Management Committee must:

(i) keep records and books of account of all the amounts payable and payments made under this Statement;

(ii) enter all matters and transactions usually entered in books of account kept by property managers;

(iii) keep a copy of this Statement;

(iv) keep copies of all agendas, motions and minutes;

(v) hold the executed agreement with the Strata Manager and Building Manager and any other agreements it has entered into in relation to Shared Facilities;

(vi) keep the details of Representatives and Substitute Representatives in accordance with **clause 3.3**;

(vii) keep audit reports and budgets;

(viii) keep notices served on the Building Management Committee and notices served by the Building Management Committee; and

(ix) keep Insurance records.

(b) The Building Management Committee must retain all records, agreements and books of account for a period of 6 years.

27.2 Inspection of Books and Records

(a) Members and persons authorised by Members may inspect the Building Management Committee's records by:

(i) applying in writing to the Building Management Committee; and

(ii) paying the Building Management Committee a fee (determined by the Building Management Committee acting reasonably).

(b) Copies may be taken by persons inspecting the records under **clause 27.2(a)** so long as the Building Management Committee is reimbursed for any costs incurred.

28 Insurances

28.1 Insurances

(a) The Building Management Committee must:

(i) effect building insurance in accordance with the Act;

(ii) effect machinery breakdown insurance for Shared Facilities (which are not covered under warranty);

(iii) effect public liability insurance for Shared Facilities; and

(iv) effect any other type of insurance which the Building Management Committee determines by Resolution (such as office bearers liability insurance or workers compensation insurance).

(b) Each Member must have a current public liability insurance policy at all times.

28.2 Insurance Policies

The Building Management Committee must take out each policy:

(a) in the joint names of each Member; and

(b) if applicable, in the name of a mortgagee under a mortgage for that person's respective rights and interests.

28.3 Review Insurances

The Building Management Committee must:

(a) review the Insurances at least once every 12 months;

(b) have the Building valued for insurance purposes by a qualified valuer at least once every 24 months; and

(c) immediately effect new insurance or adjust existing Insurances if there is an increase in or a new risk to the Building.

28.4 Payment of Premiums

The Building Management Committee must ensure that the Members pay the premiums in the proportions set out in Section 84(4) of the Management Act or as determined by an adjudicator under section 84(5) of the Management Act.

28.5 Affect Insurances

(a) A Party must not at any time do anything that might:

(i) void or prejudice the Insurances; or

(ii) increase the Insurance premiums,

except with the consent of the Building Management Committee.

(b) If a Party does anything to increase an Insurance premium, the Member must pay the increased amount.

29 Use by a Party of property

If a Party is permitted to occupy or use or have access to or from any part of another Party's property in the Buildings, that Party:

(a) does so at its own risk; and

(b) releases the other Party from any:

(i) claim and demand of any kind; and

(ii) liability which may arise from any accident or damage to property or death of or injury to any person in or near that other Party's property or the Buildings,

unless the damage, death or injury is caused by the negligence of that Party.

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PART 8: GENERAL DISPUTES AND NOTICES

30 Disputes

30.1 Notice of Dispute

(a) Members must endeavour in good faith to resolve a dispute about this Statement before they take action under this **clause 30.**

(b) A Member may at any time notify the other Members of a dispute in connection with this Statement.

(c) A notice advising of a dispute must:

(i) identify the subject matter of the dispute;

(ii) state the facts upon which the Member relies;

(iii) identify the provisions of the Statement relevant to the dispute;

(iv) have attached copies of all correspondence and background information relevant to the dispute in the possession or control of the Member giving the notice; and

(v) contain any particulars of the amount in dispute (if any).

(d) Members must use all reasonable endeavours to resolve a dispute within 10 Business Days after a notice is served under **clause 30.1(c).**

(e) If the dispute is not resolved within 10 Business Days from the time of receipt of the notice referred to in **clause 30.1(b),** a Member may by written notice request the Building Management Committee to convene a meeting to discuss whether to:

(i) refer the dispute to the Tribunal under Chapter 5 Part 5 of the Management Act;

(ii) refer the dispute for mediation under Chapter 5 Part 2 of the Management Act; or

(iii) if the dispute is not appropriate for mediation, apply for an order under Chapter 5 Part 1 of the Management Act.

30.2 Appointment of an Expert

(a) If the meeting decides not to refer the dispute for mediation or apply for an order or makes no decision, a Member may within a period of 5 Business Days from the meeting, submit the dispute for decision by an Expert.

(b) If each Member cannot agree to and jointly appoint an Expert, any of them may request the President of the Law Society of NSW to appoint an appropriate Expert given the nature and subject of the dispute.

(c) The Expert acts as an expert and not as an arbitrator.

(d) Except as to matters of Law, the Expert's decision including any decision about an expense arising from the dispute, is final and binding on each Member.

(e) The appointment must require the Expert to make a decision within 20 Business Days of the appointment.

(f) The Expert may appoint consultants as the Expert thinks necessary to advise on any aspect of the dispute.

(g) Each Member may make written submissions to the Expert about the dispute and costs.

30.3 Submission to Expert

(a) If a Member makes a submission, that Member must:

(i) submit it within 10 Business Days of the appointment of the Expert; and

(ii) provide the other Members with a copy of submissions within 24 hours of submission to the Expert.

(b) A Member who makes a submission must:

(i) co-operate with the Expert; and

(ii) as required by the Expert, promptly provide the Expert with information in the possession or control of that person and relevant to the matter to be determined.

(c) **Clause 30.3(b)** does not apply if the information would be subject to a claim for privilege if the matter were the subject of legal proceedings.

(d) Within 20 Business Days of the Expert's appointment, the Expert must determine the matters in dispute having regard to the written submissions, this Statement and the Expert's own enquiries.

30.4 Expert's Determination

The Expert must:

(a) give reasons for the determination; and

(b) determine how the cost of any determination is paid.

30.5 Commencement of Action

(a) A Member is only entitled to commence or maintain an action, either by way of legal proceedings or arbitration for a dispute if that person has first referred the dispute for determination under this **clause 30.**

(b) When a dispute concerns a matter that falls within the jurisdiction of the Tribunal, legal proceedings must, in the first instance, be commenced in the Tribunal.

31 Notices and Service

31.1 Notices

(a) A notice or communication under this Statement must be in writing in English.

(b) A notice or communication under this Statement may be given:

(i) by hand;

(ii) by facsimile transmission;

(iii) by email; or

(iv) by security post.

(c) A notice is deemed to be given:

(i) if sent by hand, at the time of delivery;

(ii) if sent by facsimile transmission, at the time the sender's fax machine produces a report that the fax was sent in full to the addressee. That report is conclusive evidence that the addressee received the fax in full at the time recorded on the transmission report;

(iii) if sent by email, at the time a delivery confirmation report is received by the sender, which records the time that the email was delivered to the addressee's last notified email address and is prima facie evidence of its receipt by the addressee; and

(iv) if sent by security post, at the time that the recipient or its agent acknowledges receipt.

31.2 Service by Facsimile

Clause 31.1(c)(ii) does not apply if:

(a) the intended recipient promptly informs the sender that the transmission was received in an incomplete or garbled form; or

(b) the transmission report of the sender indicates a faulty or incomplete transmission.

31.3 Service by Email

Clause 31.1(c)(iii) does not apply if the sender receives a delivery failure notification, indicating that the electronic mail has not been delivered to the addressee.

31.4 Address

(a) Each Member must address a notice to the Representative of a Member as notified under **clause 3.3(a)**.

(b) Anything done by a Representative of a Member appointed to the Building Management Committee has the same effect as if the Member did it.

32 General

32.1 Waiver

A provision of or right created under this Statement may only be:

(a) waived if the waiver is in writing and signed by the Member granting the waiver; or

(b) varied if the variation is in writing and signed by each Member.

32.2 Exercise of a right

(a) A Member may exercise a right:

(i) at the Member's discretion: and

(ii) separately or together with another right.

(b) If a Member exercises a single right or only partially exercises a right, that Member may still exercise that right or any other right later.

(c) If a Member fails to exercise a right or delays in exercising a right, that Member may still exercise that right later.

32.3 Severance

(a) Subject to **clause 32.3(b)**:

(i) if a provision of this Statement is void or voidable, unenforceable or illegal but would not be void, voidable, unenforceable or illegal if it were read down and it is capable of being read down, the provision must be read down;

(ii) if, despite **clause 32.3(a)(i)**, a provision is still void, voidable, unenforceable or illegal and the provision would not be void, voidable, unenforceable or illegal if words were severed, those words must be severed; or

(iii) in any other case, the whole provision must be severed.

(b) If an event under **clause 32.3(a)** occurs, the remainder of this Statement continues in full force and effect.

32.4 Consent

Subject to an express provision in this Statement, a Member may in the Member's absolute discretion:

(a) give the Member's consent conditionally or unconditionally; or

(b) withhold the Member's consent.

32.5 Entire Statement

This Statement constitutes the entire agreement of each Member and supersedes all prior discussions, undertakings and agreements.

32.6 To the extent the Law permits

The terms of this Statement apply to the extent the Law permits.

32.7 Cumulative rights

A Member's rights under this Statement are in addition to the rights of the Members at Law.

32.8 Further assurances

Each Member at the Member's own expense must:

(a) do everything reasonably necessary to give effect to:

(i) this Statement; and

(ii) the transactions contemplated by this Statement, including the execution of documents; and

(b) make a reasonable effort to cause relevant third parties to do likewise.

SP88940

Executed by Camperdown Square Development Pty Limited ACN 128 734 181)
)

.....
Company Secretary/Director

.....
Name of Company Secretary/Director (print)

.....
Director

Robyn Shnier
.....
Name of Director (print)

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Schedule 1

Shared Facilities Schedule

Shared Facilities Schedule

Gantry 139 - 143 Parramatta Road, Camperdown

Item	ID No.	Location within the building	Maintenance Frequency	Method of Calculation for Cost Allocation	Building A Lot (Lot 1)	Retail/ Commercial Lot 2 (Lot 2)	Building B Lot (Lot 3)	Retail/ Commercial Lot 4 (Lot 4)	Building C Lot (Lot 5)	Building D Lot (Lot 6)	Building E Lot North (Lot 7)	Carparking Lot 8 (Lot 8)	Building E Lot South (Lot 9)
Lifts Repair & Maintenance													
Lift A1		Basement B2 to Level 5	quarterly	% of Resi Area of A & Retail Areas	90%	4%	-	1%	-	-	-	5%	-
Lift A2		Basement B2 to Level 4	quarterly	% of Resi Area of A & Retail Areas	90%	4%	-	1%	-	-	-	5%	-
Management Fees and Administration Expenses													
Strata Management fees including postage and stationery		All of Building	monthly	% of total GFA	25%	2%	11%	1%	19%	22%	9%	2%	9%
Accounting, audit and bank charges		All of Building	annual	% of total GFA	25%	2%	11%	1%	19%	22%	9%	2%	9%
Taxation		All of Building	annual	% of total GFA	25%	2%	11%	1%	19%	22%	9%	2%	9%
Building Manager Fee		All of Building	monthly	% of total GFA	25%	2%	11%	1%	19%	22%	9%	2%	9%
Legal fees		All of Building	annual	% of total GFA	25%	2%	11%	1%	19%	22%	9%	2%	9%
Valuation experts		All of Building	annual	% of total GFA	25%	2%	11%	1%	19%	22%	9%	2%	9%
Insurances		All of Building	annual		25%	2%	11%	1%	19%	22%	9%	2%	9%
Pest control contract		All shared area	quarterly	% of total GFA	25%	2%	11%	1%	19%	22%	9%	2%	9%
Shared Building Elements - Cleaning, Repairs and Maintenance													
Public area (excluding exclusive use areas and all power usage)		Public accessible areas ie. Gantry Lane, pedestrian lane	regular	% of total GFA	25%	2%	11%	1%	19%	22%	9%	2%	9%

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Strata

Item	ID No.	Location within the building	Maintenance Frequency	Method of Calculation for Cost Allocation	Building A Lot (Lot 1)	Retail/ Commercial Lot 2 (Lot 2)	Building B Lot (Lot 3)	Retail/ Commercial Lot 4 (Lot 4)	Building C Lot (Lot 5)	Building D Lot (Lot 6)	Building E Lot North (Lot 7)	Carparking Lot 8 (Lot 8)	Building E Lot South (Lot 9)
Gardening and Landscaping and Hard Stand		All of site	monthly	% of total Resi GFA	25%		12%		20%	23%	10%		10%
Plaza membrane		Gantry Lane	as required	% of total GFA	25%	2%	11%	1%	19%	22%	9%	2%	9%
Plaza membrane		Landscape area	as required	% of total Resi GFA	25%		12%		20%	23%	10%		10%
Substation roof and walls	1	Building A ground level	as required	% of total GFA	25%	2%	11%	1%	19%	22%	9%	2%	9%
Residential roller door A	2	Building A	quarterly	% of Building A & Retail Areas	90%	4%	-	1%	-	-	-	5%	-
Residential roller door B,C,D,E	3	Building B	quarterly	% of Building B,C,D & E GFA	-	-	16%	-	27%	31%	13%		13%
Building Manager's Office	4	Car park	as required	% of total GFA	25%	2%	11%	1%	19%	22%	9%	2%	9%
Contractor Amenities	5	Car park	as required	% of total GFA	25%	2%	11%	1%	19%	22%	9%	2%	9%
Car Park Maintenance - Building A		Fire stairs, access way, car park, driveways	as required	% of Resi Area of A & Retail Areas	90%	4%	-	1%	-	-	-	5%	-
Common access ways (car park shared zone maintenance) - Building B,C,D,E		Fire stairs, access way, car park, driveways	as required	% of Building B,C,D & E GFA	-	-	16%	-	27%	31%	13%		13%
Loading dock - Building A	6	Ground floor	as required	% of retail GFA	-	76%	-	24%	-	-	-		-
Outdoor recreational facilities	7	Pool plant and equipment, Pool, Pool deck, change rooms, benches etc	as required	% of total Resi GFA	25%	-	12%	-	20%	23%	10%		10%
Car wash bay	8	Car park	as required	% of Building B,C,D & E GFA	25%		12%		20%	23%	10%		10%

Roofs A		Buildings A	as required	% of Building A GFA	82%	18%	-	-	-	-	-		-
Roofs B		Buildings B		% of Building B GFA	-	-	98%	2%	-	-	-		-

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Item	ID No.	Location within the building	Maintenance Frequency	Method of Calculation for Cost Allocation	Building A Lot (Lot 1)	Retail/ Commercial Lot 2 (Lot 2)	Building B Lot (Lot 3)	Retail/ Commercial Lot 4 (Lot 4)	Building C Lot (Lot 5)	Building D Lot (Lot 6)	Building E Lot North (Lot 7)	Carparking Lot 8 (Lot 8)	Building E Lot South (Lot 9)
Gantry Lane parking bays	9	Gantry Lane	as required	% of total GFA	25%	4%	11%	1%	19%	22%	9%		9%
Bicycle Racks	10	Car park	as required	% of total GFA	25%	4%	11%	1%	19%	22%	9%		9%
Residential visitor car parking		Car park	as required	% of total Resi GFA	25%	-	12%	-	20%	23%	10%		10%
Overland Flow Path Area	11	Building E2 and D	as required	% of total Resi GFA	25%		12%		20%	23%	10%		10%
Garbage and Recycling Room Building B	12	Building B	as required	% of Building B, E North & E South GFA			36%				32%		32%
Garbage and Recycling Room Building C	13	Buiding C	as required	% of Building C, E North & E South GFA	-	-	-	-	50%	-	25%		25%
Garbage and Recycling Room Building D	14	Building D	as required	% of Building D, E North & E South GFA	-	-	-	-	-	54%	23%		23%
Residential lobbies	15	Building A	as required	% of Resi Area of Building A & Retail	90%	4%	-	1%			-	5%	-
Gates to Landscape Area	16	Between B, C, and C, D	as required	% of total Resi GFA	25%		12%		20%	23%	10%		10%
Electrical System - Repair and Maintenance													
Lighting protection and earthing		Roof to basement - Building A	as required	% of total GFA	25%	2%	11%	1%	19%	22%	9%	2%	9%
Main switch room (including ventilation and maintenance)	17	Car park A1	as required	% of total GFA	25%	2%	11%	1%	19%	22%	9%	2%	9%
Main switchboard + Consumer mains	17	Main switchroom	as required	% of total GFA	25%	2%	11%	1%	19%	22%	9%	2%	9%
Lighting & controls (car park) - Building A	17	Car park	regular	% of Resi Area of A & Retail Areas	90%	4%	-	1%	-	-	-	5%	-
Lighting & controls (car park) - Building B,C,D,E	18	Car park	regular	% of Building B,C,D & E GFA	-	-	16%	-	27%	31%	13%		13%
Lighting & controls		Gantry Lane	regular	% of total GFA	25%	2%	11%	1%	19%	22%	9%	2%	9%

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Item	ID No.	Location within the building	Maintenance Frequency	Method of Calculation for Cost Allocation	Building A Lot (Lot 1)	Retail/ Commercial Lot 2 (Lot 2)	Building B Lot (Lot 3)	Retail/ Commercial Lot 4 (Lot 4)	Building C Lot (Lot 5)	Building D Lot (Lot 6)	Building E Lot North (Lot 7)	Carparking Lot 8 (Lot 8)	Building E Lot South (Lot 9)
(external)													
Lighting & controls (external)		Residential	regular	% of total Resi GFA	25%	-	12%	-	20%	23%	10%		10%
Emergency/exit lighting system - Building A		Car park	regular	% of Building A GFA	90%	4%	-	1%	-	-		5%	
Emergency/exit lighting system - Building B,C,D,E		Car park	regular	% of Building B,C,D & E GFA	-	-	15%	2%	27%	30%	13%		13%
Plant room services including ventilation system		Car Park	regular	% of total GFA	25%	2%	11%	1%	19%	22%	9%	2%	9%
Residential MATV and pay TV system		Throughout buildings	regular	% of total GFA	25%	4%	11%	1%	19%	22%	9%		9%
CCTV security system & access control system		Car parks, public/shared spaces	regular	% of total GFA	25%	2%	11%	1%	19%	22%	9%	2%	9%
Television satellite receiver dishes		Building A roof	regular	% of total GFA	25%	4%	11%	1%	19%	22%	9%		9%
Switch Room which is also to be used by Retail/Commercial Lot 4 for the purpose of installing, operating, maintaining, repairing and replacing the pipes, ducts, poles, wires, cables, conduits, structure and other equipment associated with the toilet exhaust and other services required for the operation of the	19	Building B lobby	regular	% of Building B GFA			90%	10%					

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Item	ID No.	Location within the building	Maintenance Frequency	Method of Calculation for Cost Allocation	Building A Lot (Lot 1)	Retail/ Commercial Lot 2 (Lot 2)	Building B Lot (Lot 3)	Retail/ Commercial Lot 4 (Lot 4)	Building C Lot (Lot 5)	Building D Lot (Lot 6)	Building E Lot North (Lot 7)	Carparking Lot 8 (Lot 8)	Building E Lot South (Lot 9)
Retail/Commercial/Lot 4													
Telecom System/Room	20		regular	% of total GFA	25%	4%	11%	1%	19%	22%	9%		9%
Bus Shelter (Note: council has the obligation for repair and maintenance)	34	Parramatta Road	regular	% of total GFA	25%	4%	11%	1%	19%	22%	9%		9%
Hydraulic Systems - Repair and Maintenance													
Gas incoming main and assembly	21	Car park	as required	% of total GFA	25%	2%	11%	1%	19%	22%	9%	2%	9%
Sewerage systems generally		Car park	as required	% of total GFA	25%	2%	11%	1%	19%	22%	9%	2%	9%
Maintenance of all stormwater systems generally		Car park	6 month pumps, rest as required	% of total GFA	25%	2%	11%	1%	19%	22%	9%	2%	9%
Rainwater harvesting system (incl tank, non-potable CW pumps and distribution system)	22	Car park - B, C, D only	6 month pumps, rest as required	% of Building B,C & D GFA			21%		37%	42%			
Cold water meter assembly and supply	23	Car park	as required	% of total GFA	25%	2%	11%	1%	19%	22%	9%	2%	9%
Stormwater retention	24	Building A carpark	6 month pumps, rest as required	% of Building A GFA	90%	4%		1%				5%	

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Item	ID No.	Location within the building	Maintenance Frequency	Method of Calculation for Cost Allocation	Building A Lot (Lot 1)	Retail/ Commercial Lot 2 (Lot 2)	Building B Lot (Lot 3)	Retail/ Commercial Lot 4 (Lot 4)	Building C Lot (Lot 5)	Building D Lot (Lot 6)	Building E Lot North (Lot 7)	Carparking Lot 8 (Lot 8)	Building E Lot South (Lot 9)
Sewer pump-out C/D	26	Car park - C, D only	6 month pumps, rest as required	% of Building C & D GFA					47%	53%			
Stormwater drainage and sewer pump-out system	26	Building A carpark	6 month pumps, rest as required	% of Building A GFA	90%	4%		1%				5%	
Stormwater drainage and pump-out system	27	Car park B,C,D & E	6 month pumps, rest as required	% of Building B,C,D & E GFA			15%	2%	27%	30%	13%		13%
Sewer pump-out pit	28	Toilet in basement	6 month pumps, rest as required	% of total GFA	25%	2%	11%	1%	19%	22%	9%	2%	9%
Common cold water pump incl distribution system from Water meter to pump and from pump to and including end of line device	23	Car Park	regular	% of total GFA	25%	2%	11%	1%	19%	22%	9%	2%	9%
Grease arrestor room including pump-out and trade waste system - Building A	29	East Corner Car Park A	6 month pumps, rest as required	Available for use by Retail/Commercial Lot 2 and Retail/Commercial Lot 4		50%		50%					
Car wash sewerage pump out pit	8	Car Park	regular	% of Resi Area for Buildings B,C,D & E GFA	25%		12%		20%	23%	10%		10%
Solar and gas hot water system including assorted equipment		Roof of C	regular	% of Resi Area for Buildings A,B,C & D GFA	33%		14%		25%	28%			
Fire Protection System - Repair and Maintenance													
Fire hydrant/sprinkler pump and valve room and ventilation	23	Building A carpark, Basement 1	regular	% of total GFA	25%	2%	11%	1%	19%	22%	9%	2%	9%

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Item	ID No.	Location within the building	Maintenance Frequency	Method of Calculation for Cost Allocation	Building A Lot (Lot 1)	Retail/ Commercial Lot 2 (Lot 2)	Building B Lot (Lot 3)	Retail/ Commercial Lot 4 (Lot 4)	Building C Lot (Lot 5)	Building D Lot (Lot 6)	Building E Lot North (Lot 7)	Carparking Lot 8 (Lot 8)	Building E Lot South (Lot 9)
Combined hydrant, hose reel including external hydrants and booster valves assembly	30	Building A ground level	regular	% of total GFA	25%	2%	11%	1%	19%	22%	9%	2%	9%
Sprinkler system to car park including sprinkler hydrant pump, booster valves, pumps and control valves to all areas including fire hydrants and hose reels		Car parks A & B	regular	% of total GFA	25%	2%	11%	1%	19%	22%	9%	2%	9%
Fire alarm monitoring service including telephone line rental		Building A ground floor main entrance	monthly	% of total GFA	25%	2%	11%	1%	19%	22%	9%	2%	9%
Fire extinguishers		Whole development	annually	% of total GFA	25%	2%	11%	1%	19%	22%	9%	2%	9%
Annual fire certification		Whole development	annually	% of total GFA	25%	2%	11%	1%	19%	22%	9%	2%	9%
Fire doors		Whole development	annually	% of total GFA	25%	2%	11%	1%	19%	22%	9%	2%	9%
Automatic smoke protection and alarm system including sensing devices, fire indicator and panel, fire fan control panel and mimic panels and occupant warning system including speakers		Throughout building	monthly	% of total GFA	25%	2%	11%	1%	19%	22%	9%	2%	9%
Mechanical System - Repair and Maintenance													
Car park ventilation system A	31	Throughout car park	regular	% of Retail & Resi Area for Building A GFA	90%	4%	-	1%	-	-	-	5%	-

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Item	ID No.	Location within the building	Maintenance Frequency	Method of Calculation for Cost Allocation	Building A Lot (Lot 1)	Retail/ Commercial Lot 2 (Lot 2)	Building B Lot (Lot 3)	Retail/ Commercial Lot 4 (Lot 4)	Building C Lot (Lot 5)	Building D Lot (Lot 6)	Building E Lot North (Lot 7)	Carparking Lot 8 (Lot 8)	Building E Lot South (Lot 9)
Car park ventilation system B,C,D,E	32	Throughout car park	regular	% of Building B,C,D & E GFA	-	-	16%	-	27%	31%	13%		13%
Risers for the retail/commercial/ Lot owner - for the purpose of installing, operating, maintaining, repairing and replacing the pipes, ducts, poles, wires, cables, conduits, structure and other equipment associated with the air-conditioning, kitchen exhaust, toilet exhaust and other services required for the operation of the retail/commercial lot.	33	Building A	regular	Retail Area Building A		100%							
Risers for the retail/commercial/ Lot owner - for the purpose of installing, operating, maintaining, repairing and replacing the pipes, ducts, poles, wires, cables, conduits, structure and other equipment associated with the air-conditioning, kitchen exhaust, toilet exhaust and other services required for the		Building B	regular	Retail Area Building B				100%					

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Item	ID No.	Location within the building	Maintenance Frequency	Method of Calculation for Cost Allocation	Building A Lot (Lot 1)	Retail/ Commercial Lot 2 (Lot 2)	Building B Lot (Lot 3)	Retail/ Commercial Lot 4 (Lot 4)	Building C Lot (Lot 5)	Building D Lot (Lot 6)	Building E Lot North (Lot 7)	Carparking Lot 8 (Lot 8)	Building E Lot South (Lot 9)
operation of the retail/commercial lot.													
Utilities													
External areas		Residential		% of total Resi GFA	26%		12%		20%	23%	10%		10%
External areas		Gantry Lane		% of total GFA	25%	4%	11%	1%	19%	22%	9%		9%
Lighting and ventilation of all shared plant rooms - Building A		Car parks A	monthly	% of Building A GFA	90%	4%	-	1%	-	-	-	5%	-
Lighting and ventilation of all shared plant rooms - Building B,C,D,E		Car parks B	monthly	% of Resi Area for Building B,C,D & E GFA	-	-	16%	-	27%	31%	13%		13%
Car park exhaust and supply fans - Building A		Car parks A	monthly	% of Retail Areas to Resi Area Building A GFA	90%	4%	-	1%	-	-	-	5%	-
Car park exhaust and supply fans - Building B,C,D,E		Car parks B	monthly	% of Buildings B,C,D & E GFA	-	-	16%		27%	31%	13%		13%
Residential Roller Door A		Car park A	monthly	% of Retail Areas to Resi Building A GFA	90%	4%	1%	-	-	-	-	5%	-
Residential Roller Door B,C,D,E		Car park B	monthly	% of Building B,C,D & E	-	-	16%	-	27%	31%	13%		13%

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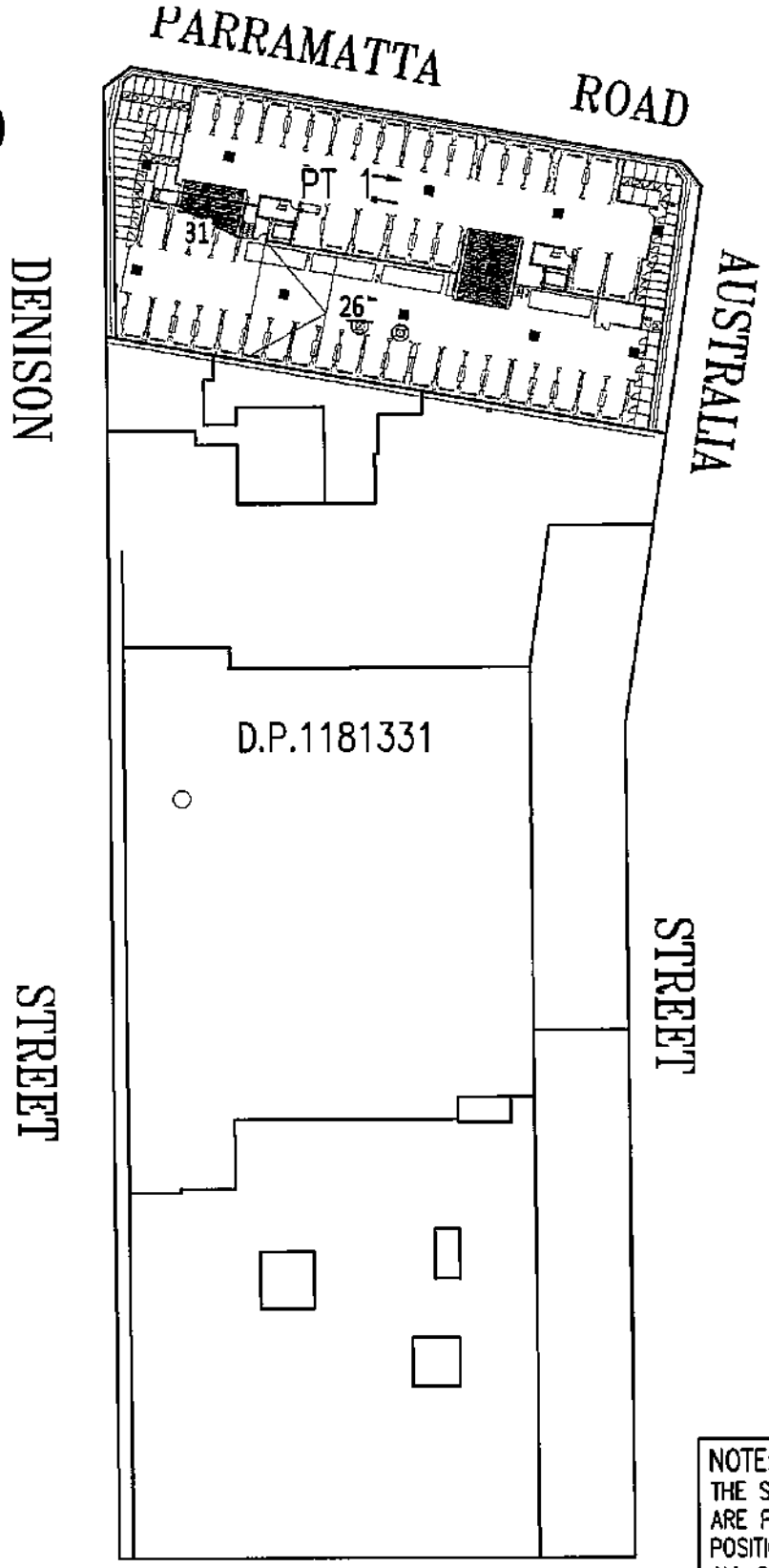
Item	ID No.	Location within the building	Maintenance Frequency	Method of Calculation for Cost Allocation	Building A Lot (Lot 1)	Retail/ Commercial Lot 2 (Lot 2)	Building B Lot (Lot 3)	Retail/ Commercial Lot 4 (Lot 4)	Building C Lot (Lot 5)	Building D Lot (Lot 6)	Building E Lot North (Lot 7)	Carparking Lot 8 (Lot 8)	Building E Lot South (Lot 9)
				GFA									
Common cold water usage		Residential	monthly	% of total Resi GFA	25%	-	12%	-	20%	23%	10%		10%
Shared facility pumps power usage, fire services pumps, subsoil and sewerage pumps		Car Park A & B	monthly	% of total GFA	25%	2%	11%	1%	19%	22%	9%	2%	9%
Shared facility pumps power usage, for rainwater tank pumps		Car park B	monthly	% of Buildings B,C,D & E GFA	-	-	16%	-	27%	31%	13%		13%
Building Manager's room		Car park B	monthly	% of total GFA	25%	2%	11%	1%	19%	22%	9%	2%	9%
Common power usage external		Misc fire indicator panels etc	monthly	% of total GFA	25%	2%	11%	1%	19%	22%	9%	2%	9%
Common power usage external landscape area		Landscaped area	monthly	% of total Resi GFA	25%	-	12%	-	20%	23%	10%		10%
Swimming pool systems including pumps and controls, pipes, fences, gates, etc.	7	Common landscaped area	monthly	% of total Resi GFA	25%	-	12%	-	20%	23%	10%		10%

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ePlan

SP88940



NOTE:
THE NUMBERS ON THE PLAN REFER TO THE SHARED FACILITIES SCHEDULE.

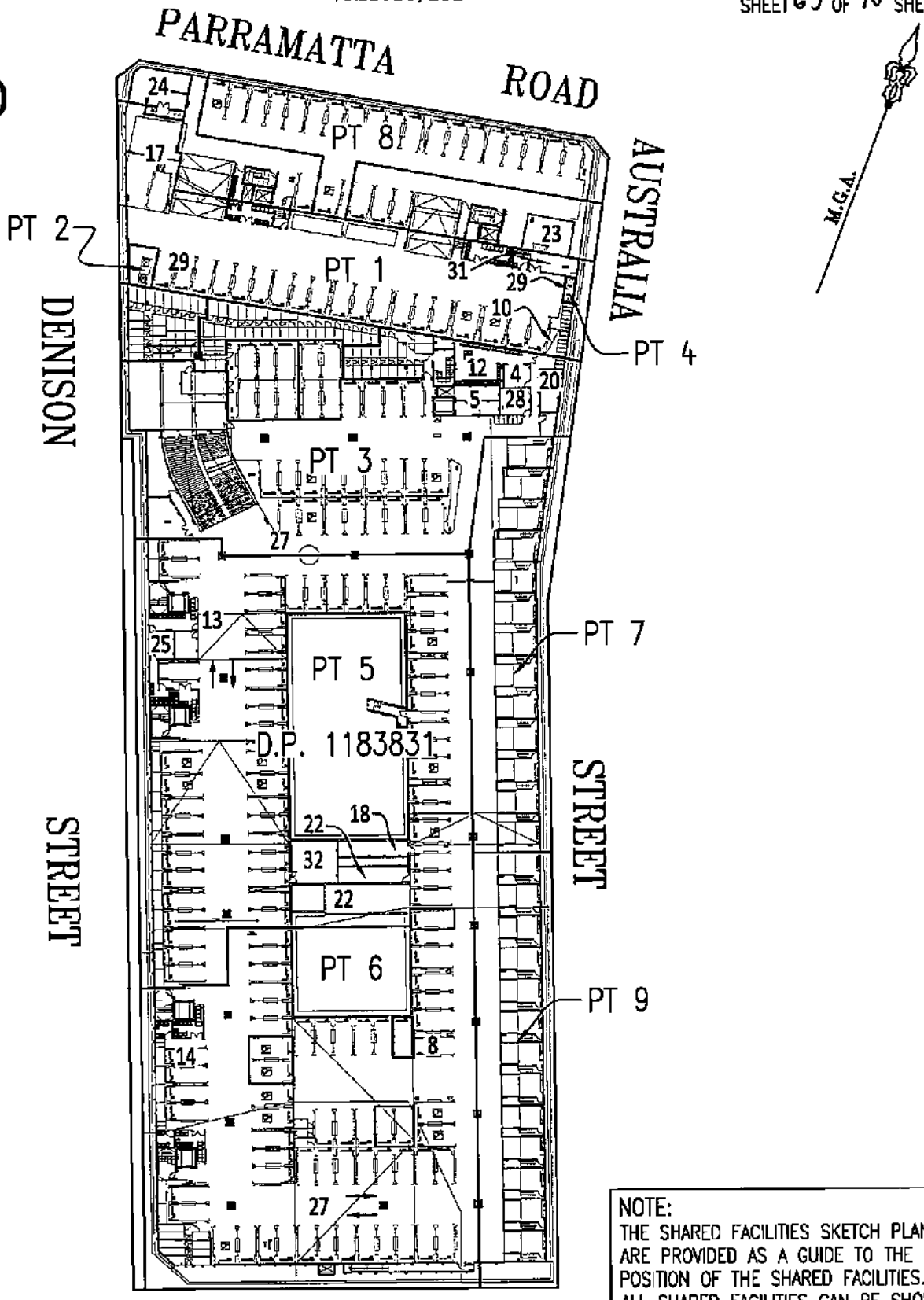
NOTE:
THE SHARED FACILITIES SKETCH PLANS ARE PROVIDED AS A GUIDE TO THE POSITION OF THE SHARED FACILITIES. NOT ALL SHARED FACILITIES CAN BE SHOWN AND THE FULL EXTENT OF THE SHARED FACILITIES MAY NOT BE SHOWN.

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SKETCH PLAN SHOWING THE LOCATION OF SHARED FACILITIES WITHIN "THE GANTRY" CAMPERDOWN PLAN BASEMENT LEVEL 2	CONSULTING SURVEYORS DENNY LINKER & CO. SYDNEY 5th Floor 17 RANDLE STREET SURRY HILLS N.S.W. 2010 PH. (02) 9212 4655 FAX (02) 9212 5254	DATE: 12/09/2013 DRAWN: TM/WP RATIO: 1:800 REF.: 101212

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NOTE:
THE NUMBERS ON THE PLAN REFER TO THE SHARED FACILITIES SCHEDULE.

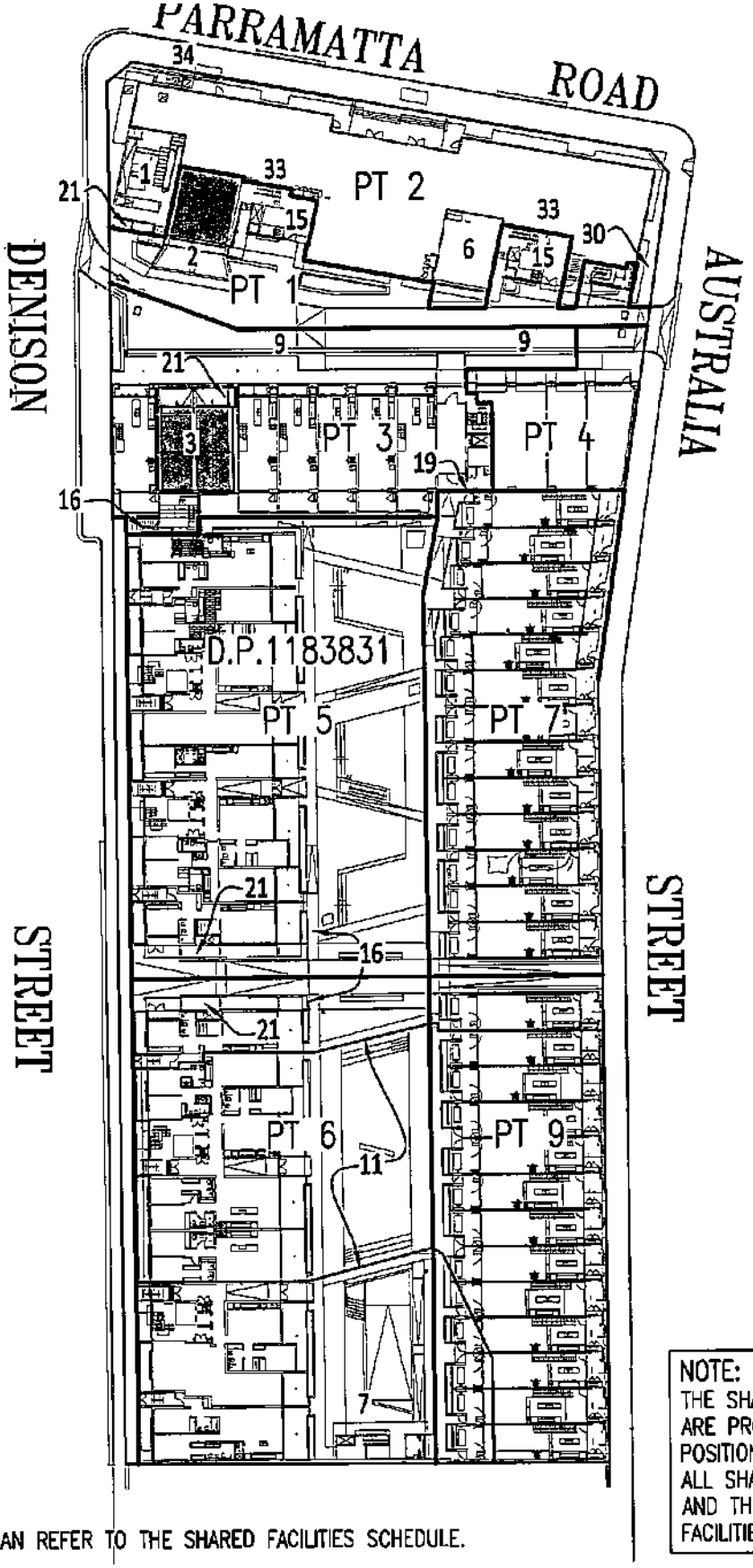
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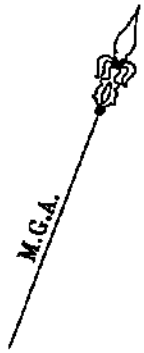
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SKETCH PLAN SHOWING THE LOCATION OF SHARED FACILITIES WITHIN "THE GANTRY" CAMPERDOWN PLAN BASEMENT LEVEL 1	CONSULTING SURVEYORS DENNY LINKER & CO. SYDNEY 5th Floor 17 RANDLE STREET SURRY HILLS N.S.W. 2010 PH. (02) 9212 4655 FAX (02) 9212 5254	DATE: 12/09/2013 DRAWN: TM/WP RATIO: 1:800 REF.: 101212

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SP88940





REGISTERED 21.10.2013

NOTE:
THE NUMBERS ON THE PLAN REFER TO THE SHARED FACILITIES SCHEDULE.

NOTE:
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SKETCH PLAN SHOWING THE LOCATION OF SHARED FACILITIES WITHIN "THE GANTRY" CAMPERDOWN GROUND LEVEL

CONSULTING SURVEYORS
DENNY LINKER & CO.
SYDNEY
5th Floor 17 RANDLE STREET
SURRY HILLS N.S.W. 2010
PH. (02) 9212 4655 FAX (02) 9212 5254

DATE: 12/09/2013
DRAWN: TM/WP
RATIO: 1:800
REF.: 101212

THIS SHEET DETAILS THE SURROUNDS SURVEY

(SEE SHEETS 2 TO 11 FOR DETAILS OF STRATUM SUBDIVISION)

SCHEDULE OF STRATUM LOTS:			FOOTPRINT AREA	NUMBER OF P
LOT 1	– BUILDING A	RESIDENTIAL STRATUM LOT	2044m²	4
LOT 2	– BUILDING A	RETAIL/COMMERCIAL STRATUM LOT	1124m²	2
LOT 3	– BUILDING B	RESIDENTIAL STRATUM LOT	2031m²	5
LOT 4	– BUILDING B	RETAIL/COMMERCIAL STRATUM LOT	305.5m²	2
LOT 5	– BUILDING C	RESIDENTIAL STRATUM LOT	3068m²	8
LOT 6	– BUILDING D	RESIDENTIAL STRATUM LOT	2813m²	6
LOT 7	– BUILDING E	NORTH RESIDENTIAL STRATUM LOT	1250m²	4
LOT 8	– BUILDING A	CAR PARKING STRATUM LOT	530.6m²	1
LOT 9	– BUILDING E	SOUTH RESIDENTIAL STRATUM LOT	1256m²	10

GLOBAL EASEMENTS:

– EASEMENT FOR SUPPORT & SHELTER
– EASEMENT FOR SERVICES
– EASEMENT CONSTRUCTION PURPOSES

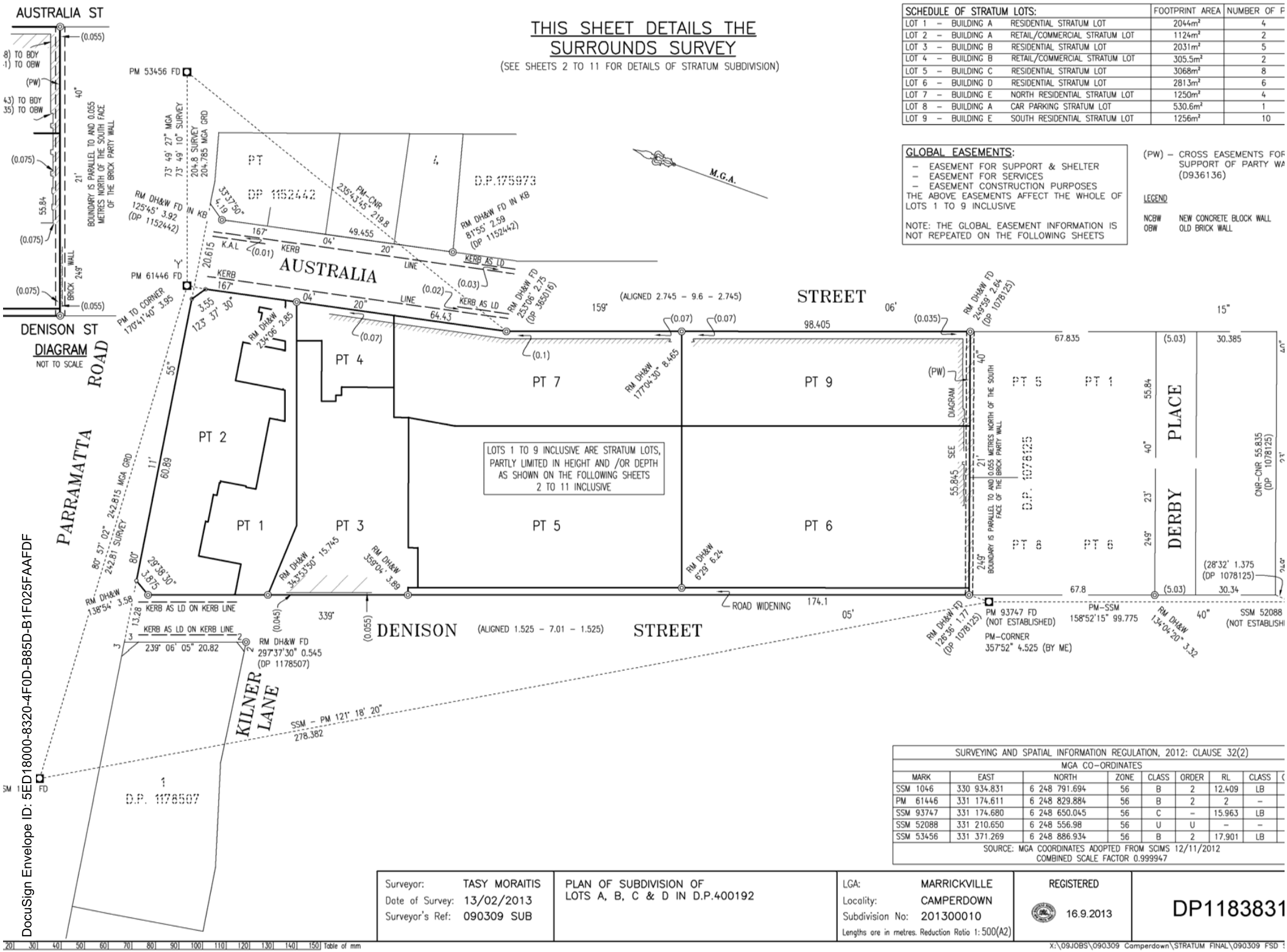
THE ABOVE EASEMENTS AFFECT THE WHOLE OF LOTS 1 TO 9 INCLUSIVE

NOTE: THE GLOBAL EASEMENT INFORMATION IS NOT REPEATED ON THE FOLLOWING SHEETS

(PW) – CROSS EASEMENTS FOR SUPPORT OF PARTY WA (D936136)

LEGEND

NCBW NEW CONCRETE BLOCK WALL
OBW OLD BRICK WALL



SURVEYING AND SPATIAL INFORMATION REGULATION, 2012: CLAUSE 32(2)								
MGA CO-ORDINATES								
MARK	EAST	NORTH	ZONE	CLASS	ORDER	RL	CLASS	C
SSM 1046	330 934.831	6 248 791.694	56	B	2	12.409	LB	
PM 61446	331 174.611	6 248 829.884	56	B	2	2	–	
SSM 93747	331 174.680	6 248 650.045	56	C	–	15.963	LB	
SSM 52088	331 210.650	6 248 556.98	56	U	U	–	–	
SSM 53456	331 371.269	6 248 886.934	56	B	2	17.901	LB	

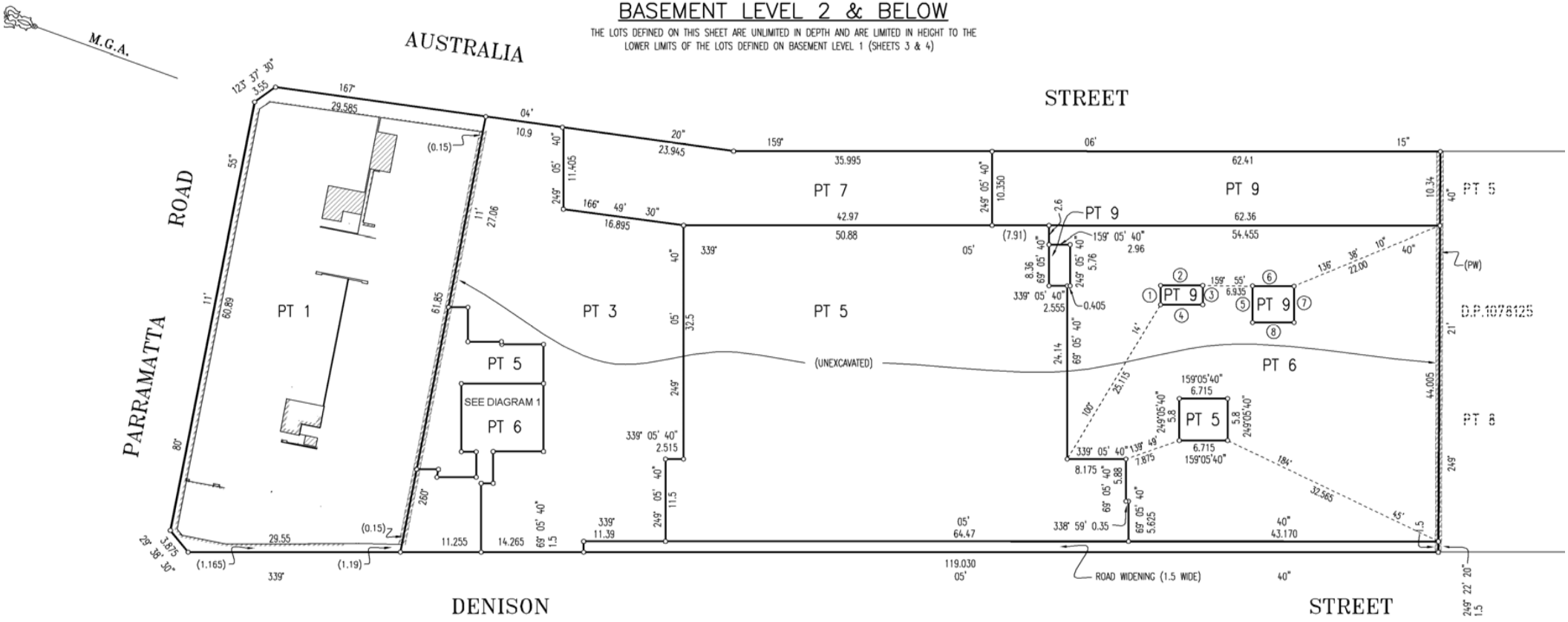
SOURCE: MGA COORDINATES ADOPTED FROM SCIMS 12/11/2012
COMBINED SCALE FACTOR 0.999947

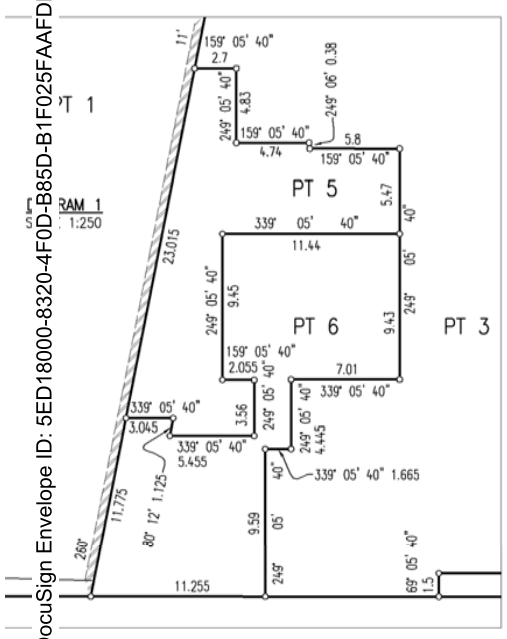
Surveyor: TASY MORAITIS Date of Survey: 13/02/2013 Surveyor's Ref: 090309 SUB	PLAN OF SUBDIVISION OF LOTS A, B, C & D IN D.P.400192	LGA: MARRICKVILLE Locality: CAMPERDOWN Subdivision No: 201300010 Lengths are in metres. Reduction Ratio 1: 500(A2)	REGISTERED 16.9.2013	DP1183831

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BASEMENT LEVEL 2 & BELOW

THE LOTS DEFINED ON THIS SHEET ARE UNLIMITED IN DEPTH AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS DEFINED ON BASEMENT LEVEL 1 (SHEETS 3 & 4)





(PW) – CROSS EASEMENTS AFFECTING PARTY WALL (D 936136)

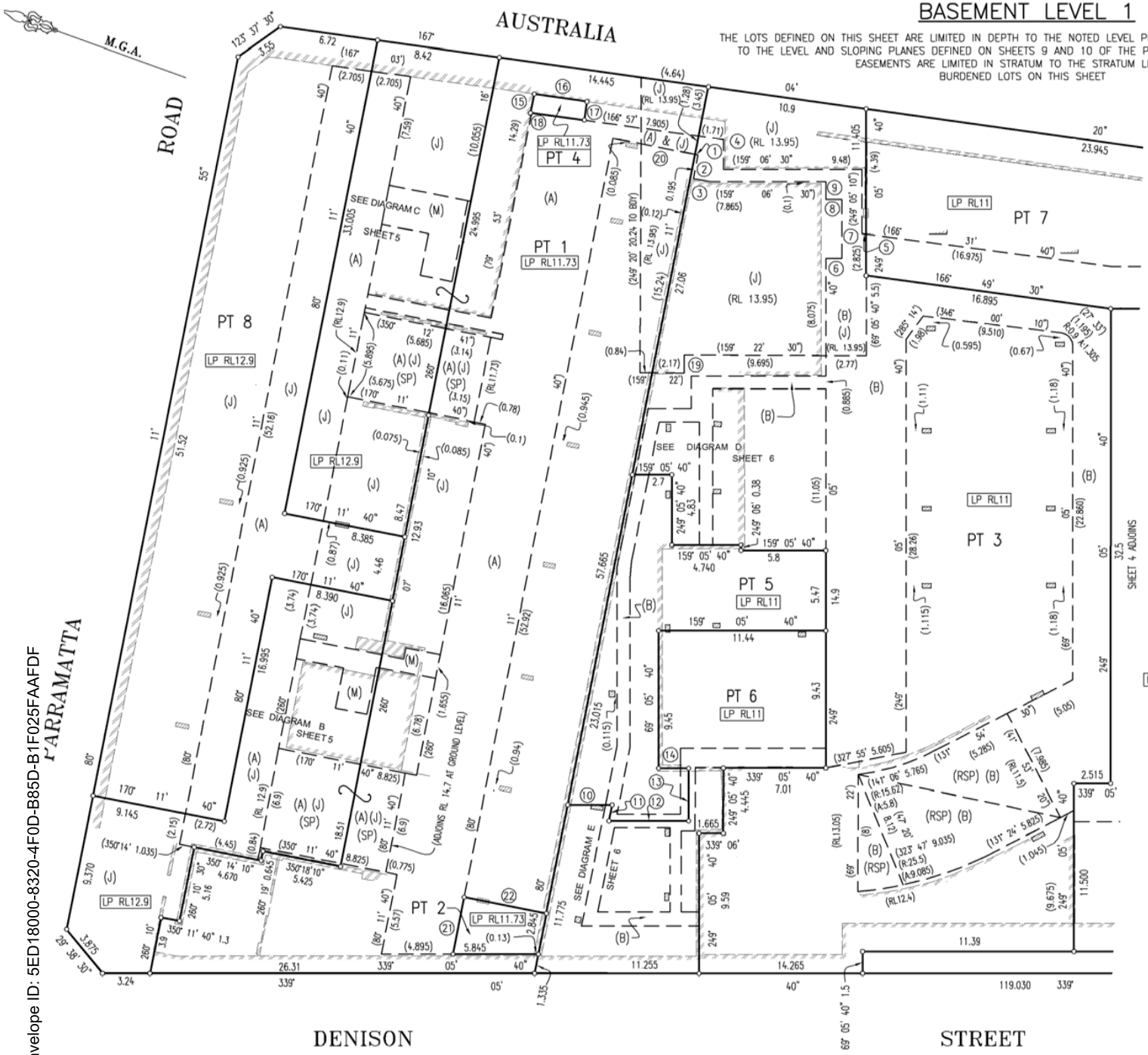
SCHEDULE OF SHORT LINE		
No.	BEARING	DISTANCE
1	69° 05' 40"	2.7
2	159° 05' 40"	5.87
3	249° 05' 15"	2.7
4	339° 05' 40"	5.870
5	69° 05' 15"	5.1
6	159° 05' 40"	5.775
7	249° 05' 15"	5.1
8	339° 05' 40"	5.775

Surveyor:	TASY MORAITIS	PLAN OF SUBDIVISION OF LOTS A, B, C & D IN D.P.400192	LGA:	MARRICKVILLE	REGISTERED
Date of Survey:	13/02/2013		Locality:	CAMPERDOWN	16.9.2013
Surveyor's Ref:	090309 SUB		Subdivision No:	201300010	DP1183831
			Lengths are in metres. Reduction Ratio 1: 400(A2)		

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BASEMENT LEVEL 1

THE LOTS DEFINED ON THIS SHEET ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE LIMITED IN HEIGHT TO THE LEVEL AND SLOPING PLANES DEFINED ON SHEETS 9 AND 10 OF THE PLAN UNLESS OTHERWISE NOTED
EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF BURDENED LOTS ON THIS SHEET



SHORT LINE TABLE		
No.	BEARING	DISTANCE
1	350° 11' 40"	0.195
2	79° 43'	1.67
3	348° 46'	1.215
4	248° 56'	2.05
5	166° 32'	0.28
6	159° 06'	1.105
7	69° 06'	4
8	339° 06'	1.105
9	69° 05' 40"	1.215
10	159° 05' 40"	3.045
11	260° 12'	1.125
12	159° 05' 40"	5.455
13	69° 05' 40"	3.56
14	339° 05' 40"	2.055
15	80° 11' 40"	1.33
16	167° 22'	3.65
17	257° 04'	1.305
18	346° 57'	3.72
19	69° 22'	1.24
20	350° 11' 30"	5.725
21	80° 11' 40"	3.98
22	170° 18'	5.735

KEY:
- LP RL.... – DENOTES PART OF LOT LIMITED IN DEPTH TO THE NOTED LEVEL PLANE
- (SP) – DENOTES EASEMENT LIMITED IN DEPTH TO THE SLOPING PLANE DEFINED BETWEEN THE NOTE RL'S
- (RSP) – DENOTES EASEMENT LIMITED IN DEPTH TO THE REGULAR SLOPING PLANES DEFINED BY THE DIMENSIONED TRIANGLE

NOTES:
1 – THE PARTS OF EASEMENTS (A) & (B) IDENTIFIED AS (SP) AND (RSP) ARE LIMITED IN DEPTH TO THE NOTED SLOPING PLANES AND ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THOSE PLANES
2 – EASEMENT FOR SERVICES (J) IS LIMITED IN DEPTH TO THE LEVEL PLANES AT RL 15.1, AND WHERE NOTED RL 13.95, AND LIMITED IN HEIGHT TO THE STRATUM LIMITS OF THE BURDENED LOTS AS DEFINED ON THIS SHEET

EASEMENT:
- (A) – EASEMENT FOR ACCESS VARIABLE WIDTH – SEE NOTE 1
- (B) – EASEMENT FOR ACCESS VARIABLE WIDTH – SEE NOTE 1
- (J) – EASEMENT FOR SERVICES VARIABLE WIDTH – SEE NOTE 2
- (M) – EASEMENT FOR ACCESS AND USE OF LIFTS VARIABLE WIDTH
  – EASEMENT FOR FIRE STAIRS AND PASSAGES VARIABLE WIDTH AFFECTS THE WHOLE OF LOTS 1,3,5 & 6 AS DEFINED ON THIS SHEET

Surveyor: TASY MORAITIS Date of Survey: 13/02/2013 Surveyor's Ref: 090309 SUB	PLAN OF SUBDIVISION OF LOTS A, B, C & D IN D.P.400192	LGA: MARRICKVILLE Locality: CAMPERDOWN Subdivision No: 201300010 Lengths are in metres. Reduction Ratio 1: 200(A2)	REGISTERED 16.9.2013	DP1183831

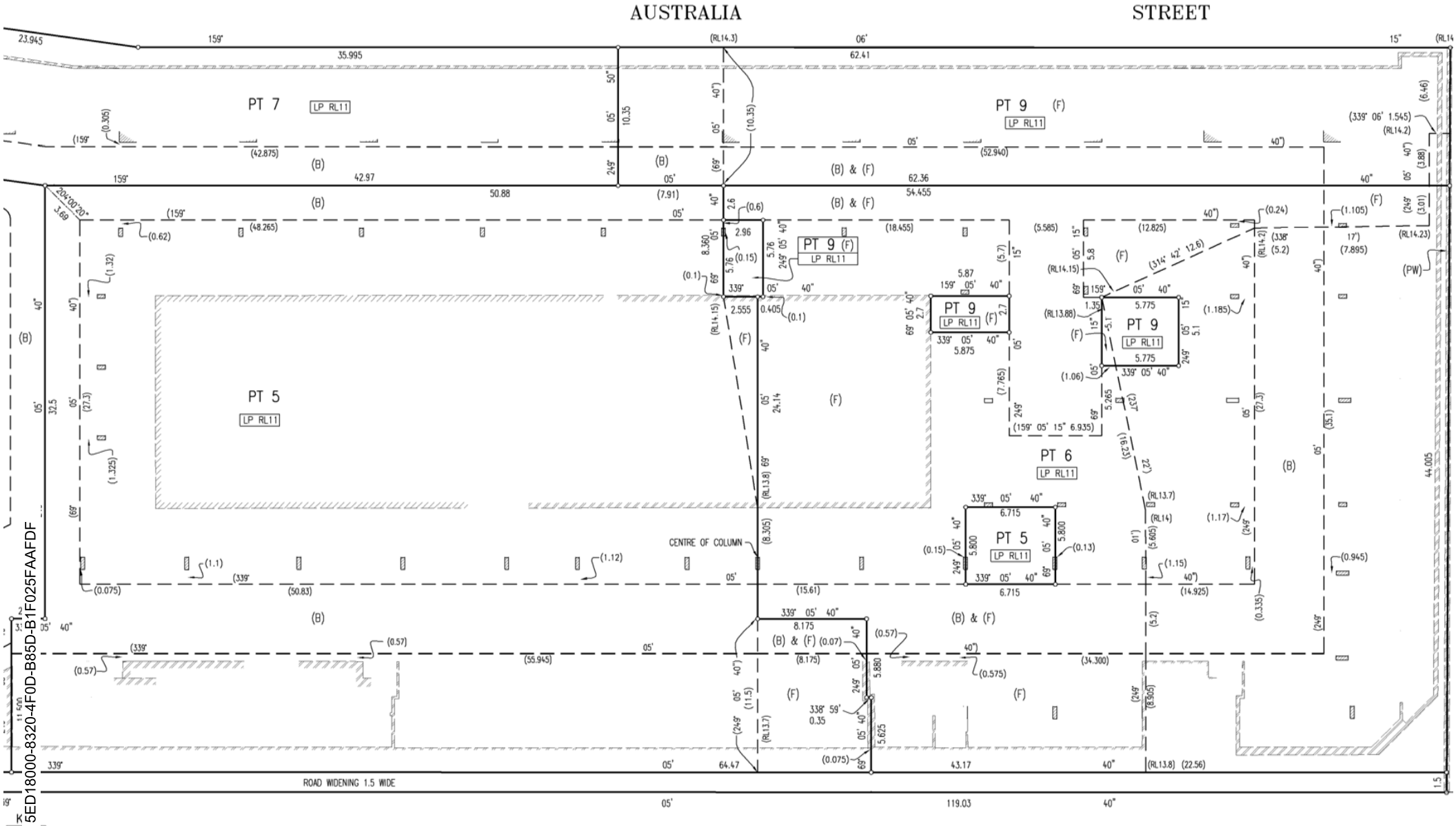
20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

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BASEMENT LEVEL 1

THE LOTS DEFINED ON THIS SHEET ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE LIMITED IN HEIGHT TO THE LEVEL AND SLOPING PLANES DEFINED ON SHEETS 9 AND 10 OF THE PLAN UNLESS OTHERWISE NOTED
EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF BURDENED LOTS ON THIS SHEET



[LP RL] – DENOTES PART OF LOT LIMITED IN DEPTH TO THE NOTED LEVEL PLANE

EASEMENTS

(B) EASEMENT FOR ACCESS VARIABLE WIDTH
(F) EASEMENT FOR DRAINAGE VARIABLE WIDTH – SEE NOTE 3
(PW) CROSS EASEMENTS AFFECTING PARTY WALL (D 936136)
EASEMENT FOR FIRE STAIRS AND PASSAGES VARIABLE WIDTH AFFECTS THE WHOLE OF LOTS 5 & 6 AS DEFINED ON THIS SHEET
E 3 EASEMENT (F) IS LIMITED IN DEPTH TO THE RL'S SHOWN AT THE CORNERS OF THE EASEMENT AND LIMITED IN HEIGHT TO THE STRATUM LIMITS OF THE BURDENED LOTS

Surveyor: TASY MORAITIS Date of Survey: 13/02/2013 Surveyor's Ref: 090309 SUB	PLAN OF SUBDIVISION OF LOTS A, B, C & D IN D.P.400192	LGA: MARRICKVILLE Locality: CAMPERDOWN Subdivision No: 201300010 Lengths are in metres. Reduction Ratio 1: 200	REGISTERED 16.9.2013	DP1183831

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

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BASEMENT LEVEL 1

DIAGRAMS B & C

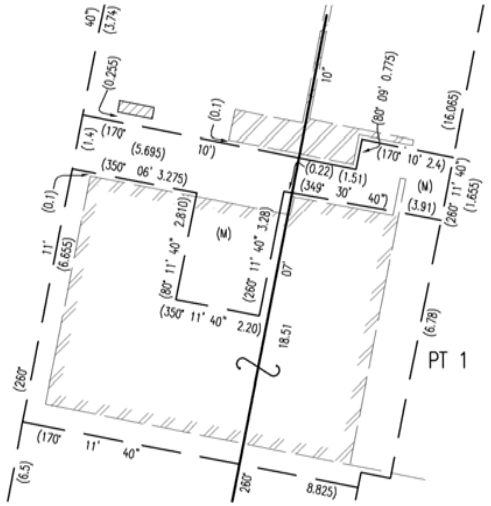


DIAGRAM B
SCALE 1:100

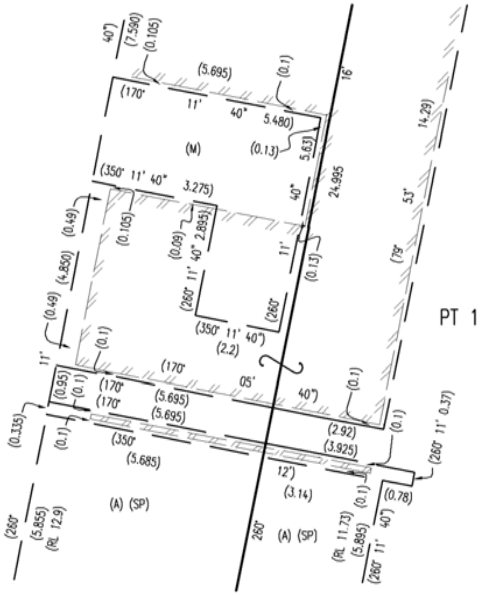


DIAGRAM C
SCALE 1:100

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IEN:
– SEMENT FOR ACCESS VARIABLE WIDTH
– SEMENT FOR ACCESS AND USE OF LIFTS VARIABLE WIDTH

Surveyor: TASY MORAITIS Date of Survey: 13/02/2013 Surveyor's Ref: 090309 SUB	PLAN OF SUBDIVISION OF LOTS A, B, C & D IN D.P.400192	LGA: MARRICKVILLE Locality: CAMPERDOWN Subdivision No: 201300010 Lengths are in metres. Reduction Ratio 1: 100(A2)	REGISTERED 16.9.2013	DP1183831

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

BASEMENT LEVEL 1

DIAGRAMS D & E

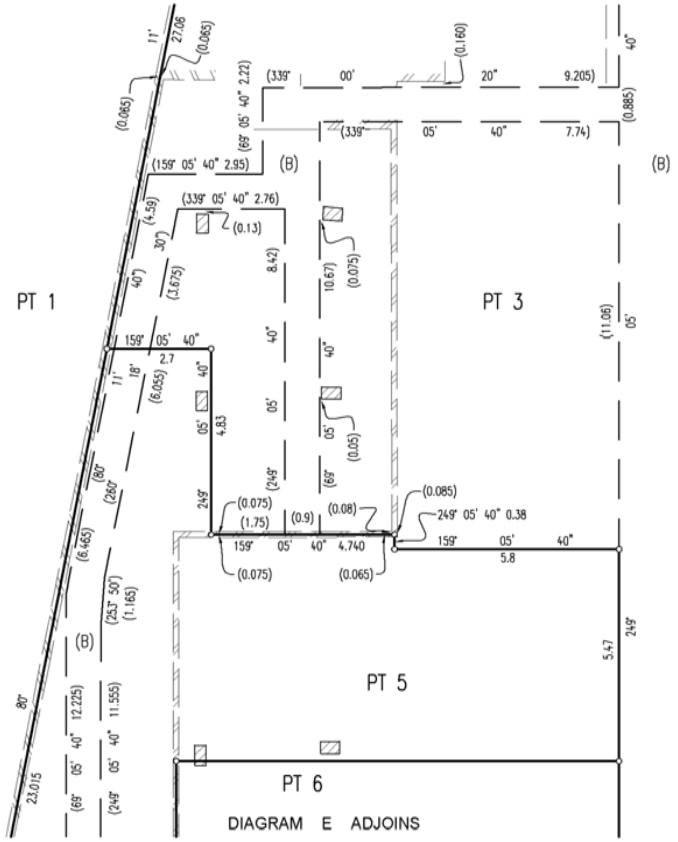


DIAGRAM D
SCALE 1:100

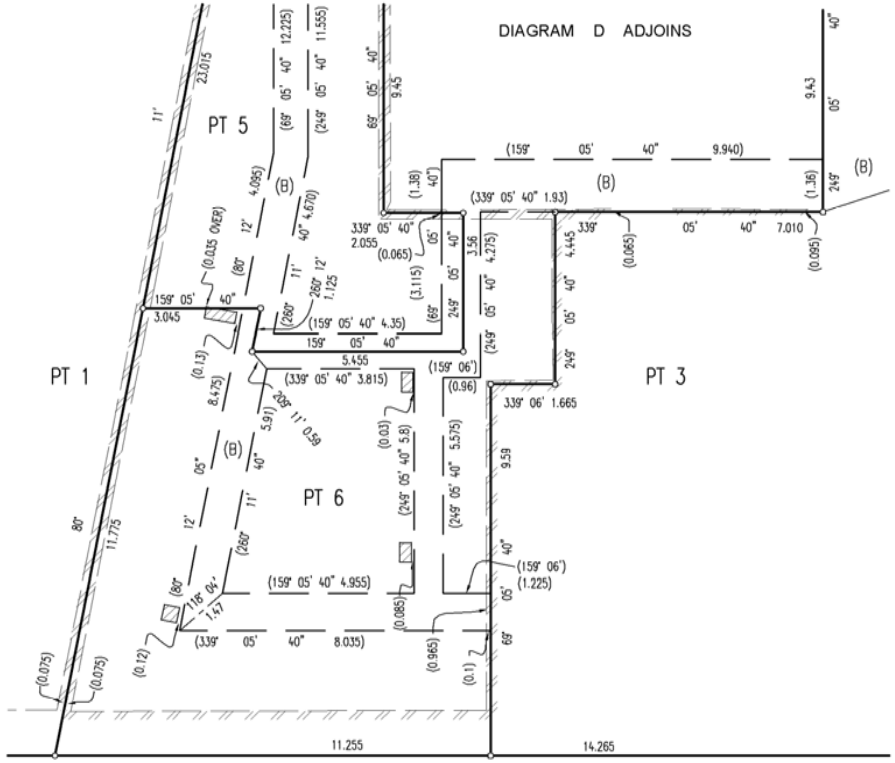


DIAGRAM E
SCALE 1:100

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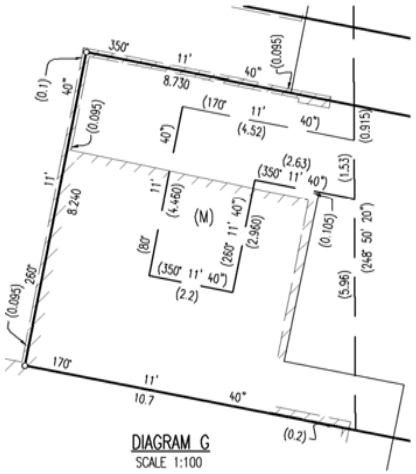
OUL ASEMENTS:
– SEMENT FOR ACCESS VARIABLE WIDTH

Surveyor: TASY MORAITIS Date of Survey: 13/02/2013 Surveyor's Ref: 090309 SUB	PLAN OF SUBDIVISION OF LOTS A, B, C & D IN D.P.400192	LGA: MARRICKVILLE Locality: CAMPERDOWN Subdivision No: 201300010 Lengths are in metres. Reduction Ratio 1: 100(A2)	REGISTERED 16.9.2013	DP1183831

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

GROUND LEVEL

THE LOTS DEFINED ON THIS SHEET ARE LIMITED IN DEPTH TO THE LEVEL AND SLOPING PLANES DEFINED ON SHEETS 9 & 10 AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS DEFINED ON SHEET 11 (LEVEL 1 AND ABOVE). UNLESS OTHERWISE NOTED EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE BURDENED LOTS ON THIS SHEET



ORT LINE TABLE	
BEARING	DISTANCE
24Z 59'	3.715
24Z 59'	1.595
249° 05' 40"	5.34
260° 12'	7.73
260° 12'	2.8
350° 12'	2.2
80° 12'	1.42
100° 03'	5.135
350° 12'	2.12
80° 12'	0.205
260° 12'	0.425
350° 12'	0.2
260° 11' 40"	2.68
350° 11' 40"	0.79
281° 23'	1.775
350° 40"	2.115
330° 40"	2.59
170° 40"	1.705
190° 40"	3.03
24	2.475
350° 40"	5.575
26	1.12
170° 40"	0.76
260° 40"	4.925
170° 30"	5.975
24	2
249° 30"	1.725
339° 30"	1.205
249° 30"	1.24
339° 30"	3.010

KEY:

(SP) – DENOTES EASEMENT LIMITED IN DEPTH TO THE SLOPING PLANE DEFINED BETWEEN THE NOTE RL'S

EXISTING EASEMENTS

(TA)– RIGHT OF WAY 1 WIDE AND VARIABLE WIDTH VIDE AH 617897

(TB)– EASEMENT FOR ELECTRICAL PURPOSES VIDE AH 617897

(TP)– SUBSTATION PREMISES No.S48372 VIDE AH 617897

ENT

EAS NT FOR ACCESS VARIABLE WIDTH – (SEE NOTE 1)
EAS NT FOR ACCESS VARIABLE WIDTH – (SEE NOTE 1)
EAS NT FOR ACCESS VARIABLE WIDTH
EAS NT FOR PUBLIC ACCESS VARIABLE WIDTH
EAS NT FOR PUBLIC PEDESTRIAN ACCESS VARIABLE WIDTH
EAS NT FOR ACCESS AND RECREATION VARIABLE WIDTH
EAS NT FOR PUBLIC BUS SHELTER 0.7 WIDE
EAS NT FOR ACCESS VARIABLE WIDTH
EAS NT FOR ACCESS AND USE OF LIFTS VARIABLE WIDTH
RES CTION ON THE USE OF LAND 0.38 WIDE
LIM IN DEPTH TO THE LEVEL PLANE AT RL 16.3
AN MITED IN HEIGHT TO THE LEVEL PLANE AT RL 19.8
EAS NT TO ACCESS AND USE LOADING DOCK VARIABLE WIDTH
EAS NT FOR FIRE STAIRS AND PASSAGES VARIABLE WIDTH AFFECTS THE
WH OF LOTS 1,3 & 5 AS DEFINED ON THIS SHEET

NOTES:

1 – THE PARTS OF EASEMENTS (A) & (B) IDENTIFIED AS (SP) AND (RSP) ARE LIMITED IN DEPTH TO THE NOTED SLOPING PLANES AND ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THOSE PLANES

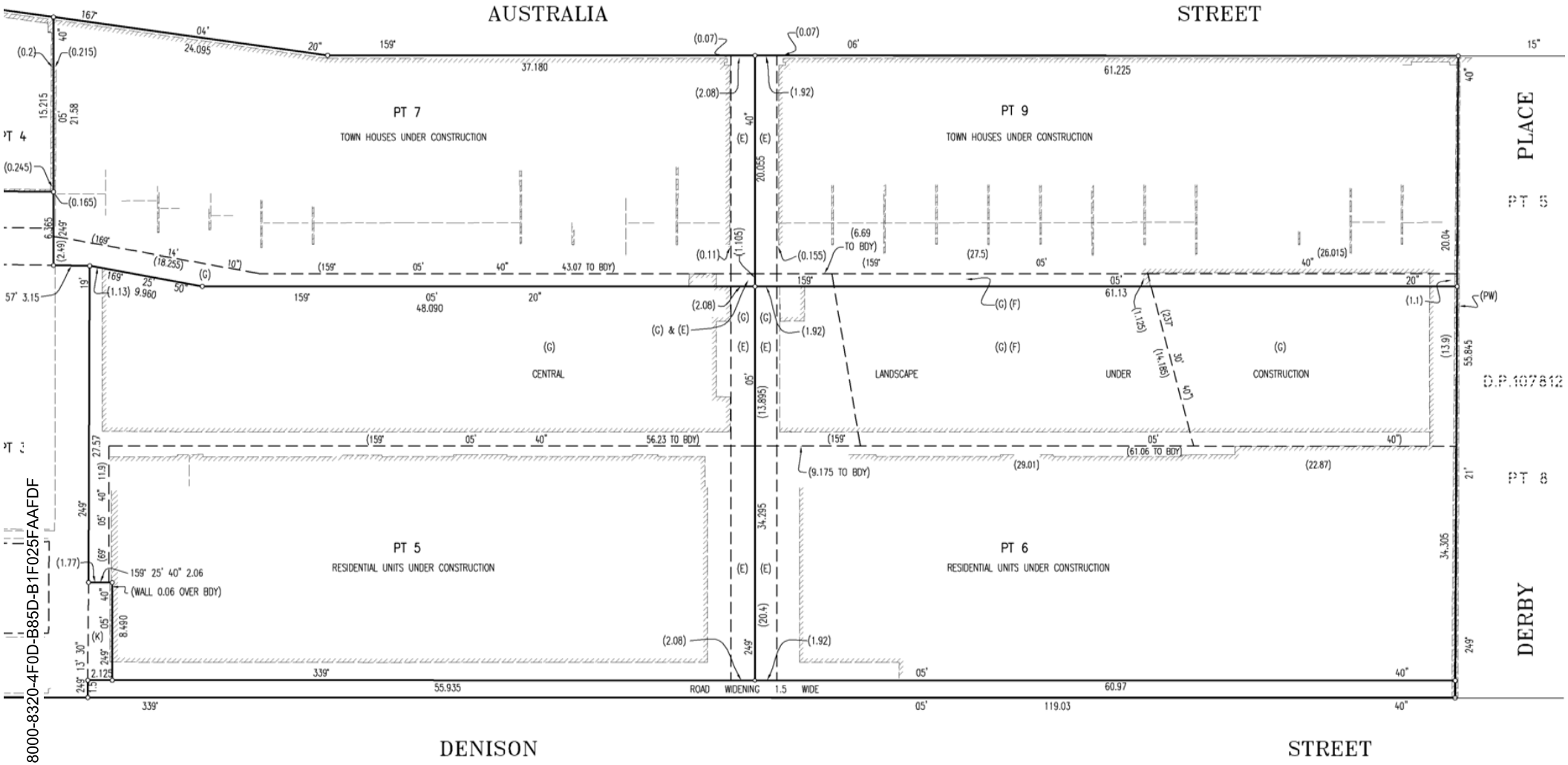
(TG) – DENOTES EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE (LIMITED IN STRATUM)(AH974497) – EXTENDS FROM AUSTRALIA STREET TO DENISON STREET. (THE EASEMENTS BURDENS PART OF LOTS 1,3,4,5 & 6 ON LEVELS B1 & GROUND) (EASEMENT ONLY SHOWN ON THIS SHEET)

Surveyor:	TASY MORAITIS	PLAN OF SUBDIVISION OF LOTS A, B, C & D IN D.P.400192	LGA:	MARRICKVILLE	REGISTERED
Date of Survey:	13/02/2013		Locality:	CAMPERDOWN	16.9.2013
Surveyor's Ref:	090309 SUB		Subdivision No:	201300010	DP1183831
			Lengths are in metres. Reduction Ratio 1: 200(A2)		

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GROUND LEVEL

THE LOTS DEFINED ON THIS SHEET ARE LIMITED IN DEPTH TO THE LEVEL AND SLOPING PLANES DEFINED ON SHEETS 9 & 10 AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS DEFINED ON SHEET 11 (LEVEL 1 AND ABOVE). UNLESS OTHERWISE NOTED EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE BURDENED LOTS ON THIS SHEET



ASEMENT FOR PUBLIC PEDESTRIAN ACCESS VARIABLE WIDTH
ASEMENT FOR ACCESS AND RECREATION VARIABLE WIDTH
ASEMENT FOR DRAINAGE VARIABLE WIDTH
ASEMENT FOR ACCESS VARIABLE WIDTH
ROSS EASEMENT FOR SUPPORT OF PARTY WALL (D 936136)
R FIRESTAIRS & PASSAGES VARIABLE WIDTH AFFECTS THE
TS 5 & 6 AS DEFINED ON THIS SHEET.

Surveyor:	TASY MORAITIS	PLAN OF SUBDIVISION OF LOTS A, B, C & D IN D.P.400192	LGA:	MARRICKVILLE	REGISTERED
Date of Survey:	13/02/2013		Locality:	CAMPERDOWN	16.9.2013
Surveyor's Ref:	090309 SUB		Subdivision No:	201300010	DP1183831
			Lengths are in metres. Reduction Ratio 1: 250(A2)		

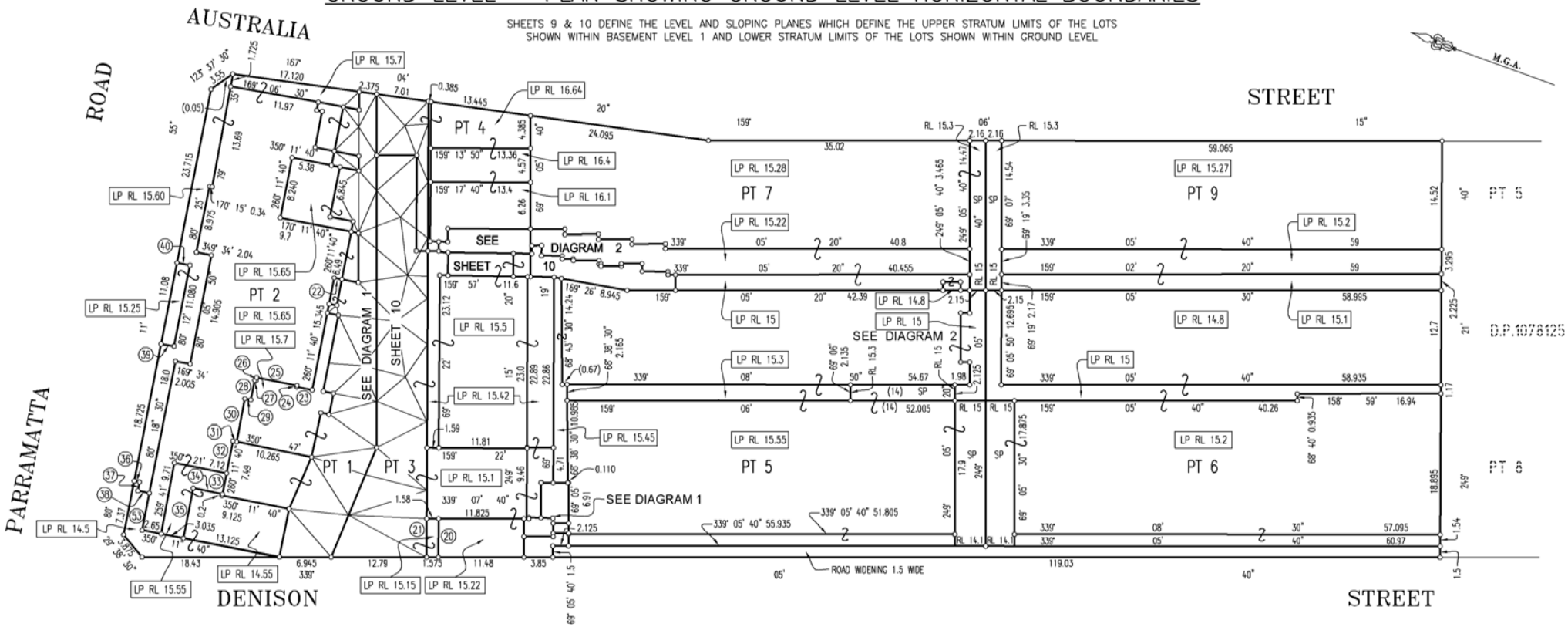
20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

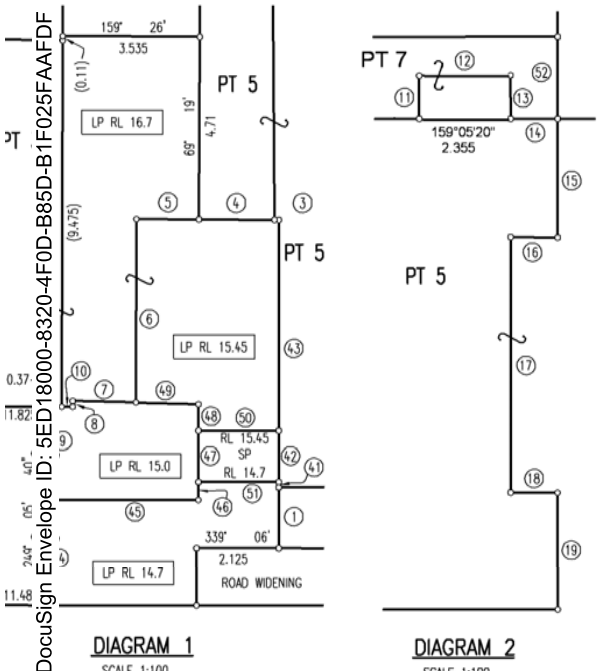
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GROUND LEVEL – PLAN SHOWING GROUND LEVEL HORIZONTAL BOUNDARIES

SHEETS 9 & 10 DEFINE THE LEVEL AND SLOPING PLANES WHICH DEFINE THE UPPER STRATUM LIMITS OF THE LOTS SHOWN WITHIN BASEMENT LEVEL 1 AND LOWER STRATUM LIMITS OF THE LOTS SHOWN WITHIN GROUND LEVEL





SHORT LINE TABLE								
No.	BEARING	DISTANCE	No.	BEARING	DISTANCE	No.	BEARING	DISTANCE
1	69° 06'	1.575	24	80° 12'	0.205	45	159° 06'	3.905
3	339° 26'	0.11	25	350° 11' 40"	5.51	46	69° 06'	0.465
4	339° 26'	1.95	26	260° 12'	0.425	47	69° 06'	1.315
5	339° 26'	1.615	27	350° 12'	0.2	48	69° 06'	0.72
6	249° 16'	4.73	28	260° 11' 40"	2.68	49	160° 17'	1.61
7	340° 17'	1.63	29	350° 12'	0.79	50	159° 06'	2.075
8	249° 05' 40"	0.15	30	260° 11' 40"	5.81	51	159° 06'	2.075
10	339° 08'	0.285	31	350° 12'	0.51	52	249° 05' 40"	2.12
11	69° 05'	1.11	32	260° 11' 40"	4.43	53	80° 01' 30"	5.085
12	158° 46'	2.355	33	260° 11' 40"	2.855			
13	248° 51'	1.125	34	350° 19'	3.99			
14	159° 05'	1.21	35	260° 14' 30"	6.845			
15	249° 05' 40"	3.06	36	170° 12'	0.68			
16	339° 39'	1.21	37	259° 50'	1.205			
17	249° 05'	6.595	38	170° 12'	1.57			
18	159° 25'	1.21	39	160° 03'	1.755			
19	249° 05'	3.04	40	349° 01'	1.755			
20	249° 22'	5.185	41	69° 06'	0.15			
21	249° 18' 30"	5.185	42	69° 06'	1.315			
22	350° 12'	1.035	43	69° 06'	5.47			
23	350° 12'	2.12	44	69° 06'	2.77			

KEY:

LP RL.... – DENOTES LEVEL PLANE AT THE NOTED RL

SP – DENOTES SLOPING PLANE

Surveyor:	TASY MORAITIS	PLAN OF SUBDIVISION OF LOTS A, B, C & D IN D.P.400192	LGA:	MARRICKVILLE	REGISTERED
Date of Survey:	13/02/2013		Locality:	CAMPERDOWN	16.9.2013
Surveyor's Ref:	090309 SUB		Subdivision No:	201300010	DP1183831
			Lengths are in metres. Reduction Ratio 1: 400(A2)		

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

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GROUND LEVEL – PLAN SHOWING GROUND LEVEL HORIZONTAL BOUNDARIES

SHEETS 9 & 10 DEFINE THE LEVEL AND SLOPING PLANES WHICH DEFINE THE UPPER STRATUM LIMITS OF THE LOTS SHOWN WITHIN BASEMENT LEVEL 1 AND LOWER STRATUM LIMITS OF THE LOTS SHOWN WITHIN GROUND LEVEL

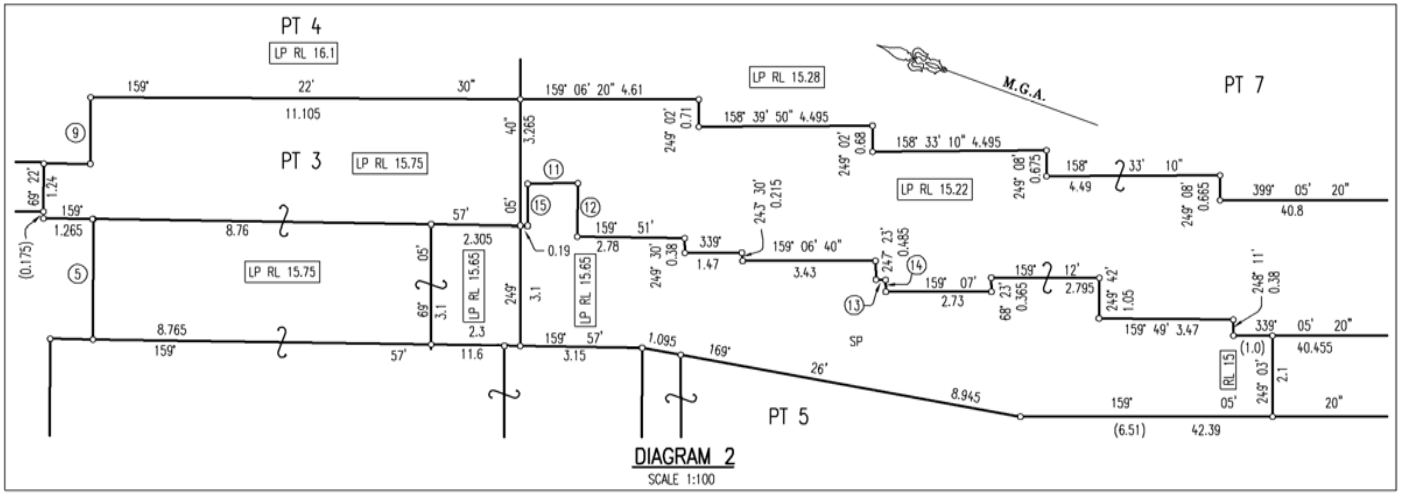


DIAGRAM 2
SCALE 1:100

SHORT LINE TABLE		
No.	BEARING	DISTANCE
1	170° 12'	1.5
2	170° 12'	1.05
3	170° 12'	1.0
4	159° 7'	1.105
5	69° 15'	3.1
6	159° 22'	1.445
7	69° 21'	1.24
8	159° 22'	1.205
9	69° 22'	1.725
10	341° 41'	1.135
11	158° 28'	1.3
12	249° 45'	1.365
13	160° 38'	0.25
14	248° 20'	0.305
15	69° 06'	1.08
16	48° 12'	5.125
17	118° 13'	5.095
18	43° 17'	7.595
19	113° 26'	5.255
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21	82° 23'	6.32
22	61° 59'	7.78
23	27° 23'	4.77

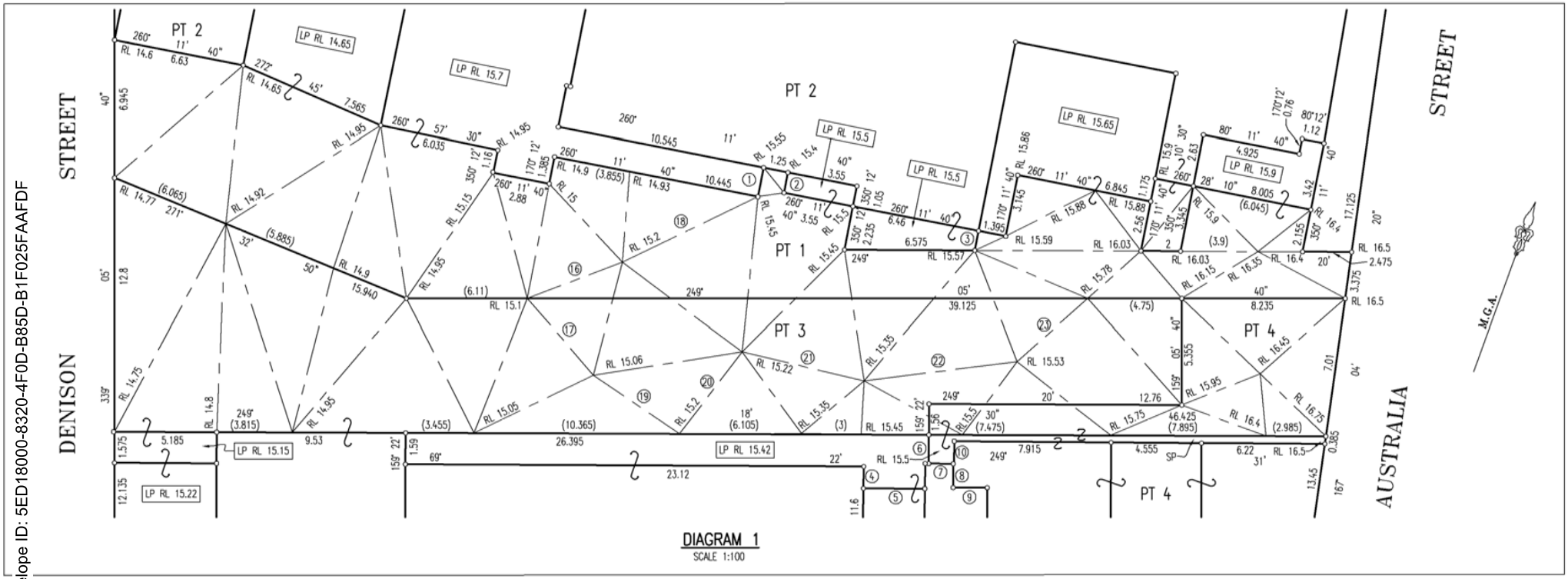


DIAGRAM 1
SCALE 1:100

KEY:
– DENOTES LEVEL PLANE AT THE NOTED RL
– THE DIMENSIONED TRIANGLE SHOWN REPRESENTS REGULAR SLOPING PLANES

Surveyor:	TASY MORAITIS
Date of Survey:	13/02/2013
Surveyor's Ref:	090309 SUB

PLAN OF SUBDIVISION OF LOTS A, B, C & D IN D.P.400192

LGA:	MARRICKVILLE
Locality:	CAMPERDOWN
Subdivision No:	201300010

Lengths are in metres. Reduction Ratio: AS SHOWN

REGISTERED 16.9.2013

DP1183831

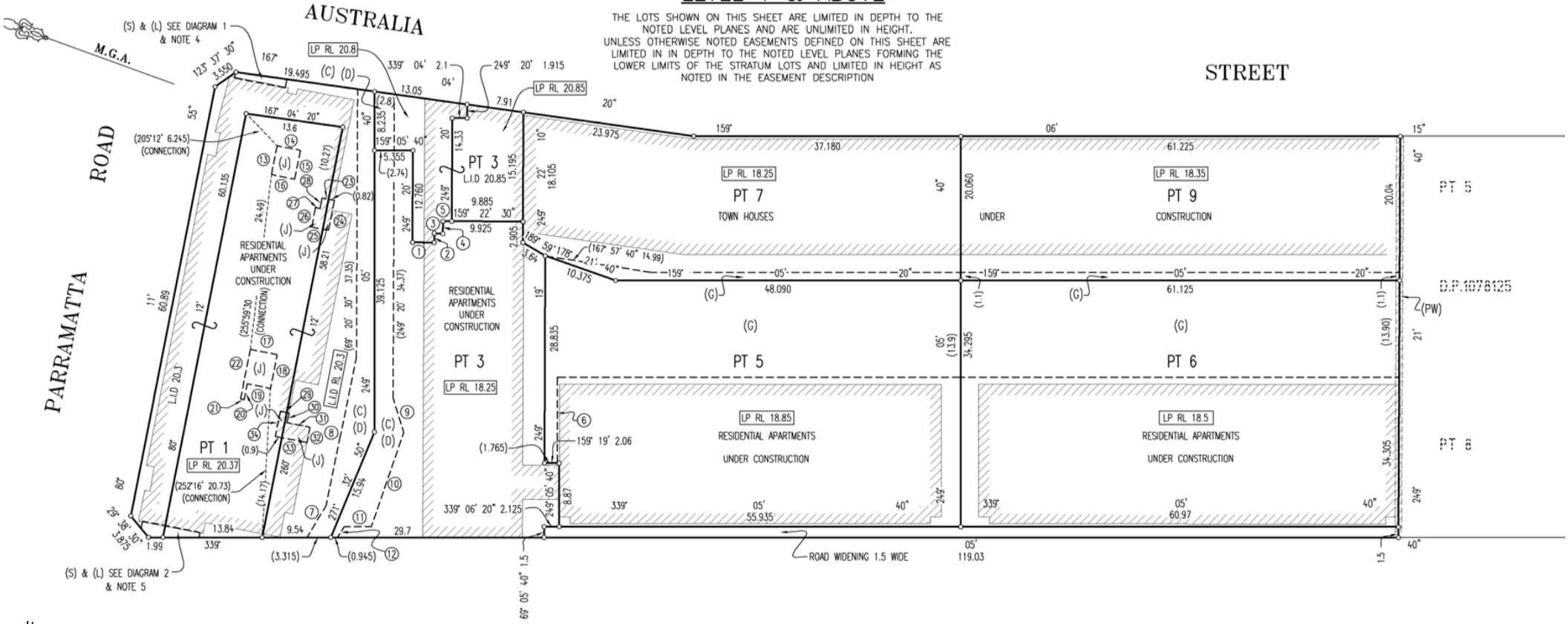
20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

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LEVEL 1 & ABOVE

THE LOTS SHOWN ON THIS SHEET ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE UNLIMITED IN HEIGHT. UNLESS OTHERWISE NOTED EASEMENTS DEFINED ON THIS SHEET ARE LIMITED IN IN DEPTH TO THE NOTED LEVEL PLANES FORMING THE LOWER LIMITS OF THE STRATUM LOTS AND LIMITED IN HEIGHT AS NOTED IN THE EASEMENT DESCRIPTION



DENISON STREET

SCHEDULE OF SHORT EASEMENT LINES

	BEARING	DIST	L.I.D.	NO	BEARING	DIST	L.I.D.
	80°12'	4.1	RL 35.55	24	260°12'	4.19	RL 35.55
	70°12'	3.3	RL 35.55	25	350°12'	2.4	RL 35.55
	80°12'	4.1	RL 35.55	26	80°12'	2.7	RL 35.55
	80°12'	3.3	RL 35.55	27	170°12'	0.675	RL 35.55
	70°12'	3.805	RL 32.35	28	80°35'	1.49	RL 35.55
	80°12'	4.81	RL 32.35	29	170°12'	1.23	RL 32.35
	80°12'	3.31	RL 32.35	30	260°12'	1.375	RL 32.35
	80°12'	2.175	RL 32.35	31	170°12'	3.25	RL 32.35
	80°12'	0.49	RL 32.35	32	260°12'	2.185	RL 32.35
	80°10'	6.985	RL 32.35	33	350°12'	4.48	RL 32.35
	70°12'	1.715	RL 35.55	34	80°12'	3.56	RL 32.35

– DE 5 LIMITED IN DEPTH

SEME)R SIGNAGE (S) IS LIMITED IN DEPTH TO THE LEVEL PLANE RL AND LIMITED IN HEIGHT TO THE LEVEL PLANE AT RL 23.5
SEME)R SIGNAGE (L) IS LIMITED IN DEPTH TO THE LEVEL PLANE RL AND LIMITED IN HEIGHT TO THE LEVEL PLANE AT RL 32.4

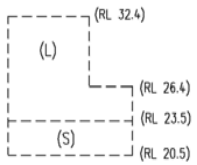


DIAGRAM
NOT TO SCALE

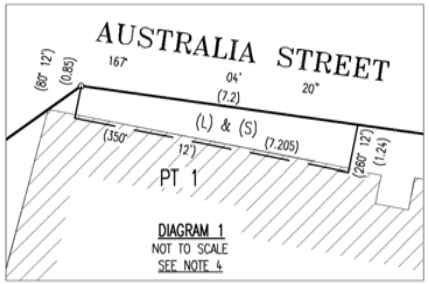


DIAGRAM 1
NOT TO SCALE
SEE NOTE 4

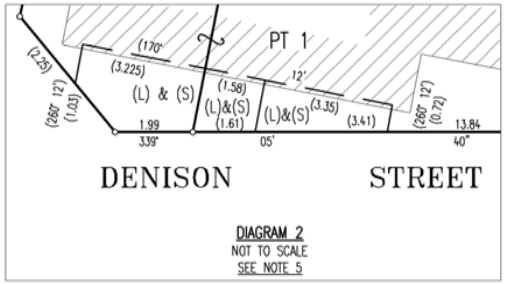


DIAGRAM 2
NOT TO SCALE
SEE NOTE 5

STREET

SHORT LINE TABLE

No.	BEARING	DISTANCE
1	159° 22'	3.01
2	249° 22'	1.24
3	159° 22'	1.205
4	249° 22'	1.725
5	159° 22' 30"	1.22
6	69° 05' 40"	11.52
7	100° 03'	5.135
8	80° 43' 45"	9.695
9	232° 17' 30"	5.105
10	268° 04'	13.855
11	339° 05' 40"	3.765
12	281° 23'	1.775

EASEMENTS

(C) – EASEMENT FOR ACCESS VARIABLE WIDTH – LIMITED IN HEIGHT TO THE LEVEL PLANE AT RL 22
(D) – EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH – LIMITED IN HEIGHT TO THE LEVEL PLANE AT RL 22
(G) – EASEMENT FOR ACCESS AND RECREATION PURPOSES VARIABLE WIDTH – LIMITED IN HEIGHT TO THE LEVEL PLANE AT RL 20
(J) – EASEMENT FOR SERVICES VARIABLE WIDTH – LIMITED IN DEPTH TO THE LEVEL PLANES AS NOTED IN THE SCHEDULE OF SHORT EASEMENT LINES AND UNLIMITED IN HEIGHT.
(L) – EASEMENT FOR SIGNAGE VARIABLE WIDTH – SEE NOTES 4 & 5
(S) – EASEMENT FOR SIGNAGE PURPOSES VARIABLE WIDTH – SEE NOTES 4 & 5
(PW) – CROSS EASEMENT AFFECTING PARTY WALL (D 936136)

KEY:

LP RL.... – DENOTES PART OF LOT LIMITED IN DEPTH TO THE NOTED LEVEL PLANE

NOTE 4:
- EASEMENT FOR SIGNAGE (S) IS LIMITED IN DEPTH TO THE LEVEL PLANE AT RL 20.5 AND LIMITED IN HEIGHT TO THE LEVEL PLANE AT RL 23.5
- EASEMENT FOR SIGNAGE (L) IS LIMITED IN DEPTH TO THE LEVEL PLANE AT RL 23.5 AND LIMITED IN HEIGHT TO THE LEVEL PLANE AT RL 29.4

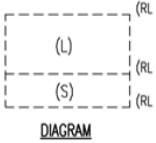


DIAGRAM
NOT TO SCALE

Surveyor: TASY MORAITIS Date of Survey: 13/02/2013 Surveyor's Ref: 090309 SUB	PLAN OF SUBDIVISION OF LOTS A, B, C & D IN D.P.400192	LGA: MARRICKVILLE Locality: CAMPERDOWN Subdivision No: 201300010 Lengths are in metres. Reduction Ratio 1: 400(A2)	REGISTERED 16.9.2013	DP1183831

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DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 16.9.2013

Title System: TORRENS

Purpose: SUBDIVISION

Office Use Only

DP1183831

PLAN OF SUBDIVISION OF
LOTS A, B, C & D IN D.P.400192

LGA: MARRICKVILLE

Locality: CAMPERDOWN

Parish: PETERSHAM

County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

I..... (Authorised Officer) in approving this plan certify 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, PETER FREDERICK WOTTON

Authorised Person/~~General Manager/*accredited Certifier~~, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

~~Accreditation no:~~ .....

Consent/Authority: MARRICKVILLE COUNCIL

Date of Endorsement: 4 JULY 2013

Subdivision Certificate no: 20130010

File no: 2012/00206

*Strike through if inapplicable

Surveying Certificate

I, TASY MORAITIS

of Denny Linker & Co

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that

*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation, 2012, is accurate and the survey was completed on: 13/02/2013

~~*(b) The part of the land shown in the plan (being/*excluding^ .....) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on, ... the part not surveyed was compiled in accordance with that Regulation.~~

*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.

Signature: ..... Dated: 18/03/2013

Surveyor ID: 1701

Datum Line: X–Y

Type: *Urban/~~*Rural~~

The terrain is *Level-Undulating ~~/ *Steep Mountainous.~~

*Strike through if inapplicable.

^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

STATEMENTS of intention to dedicate public roads, public reserves and drainage easements

IT IS INTENDED TO DEDICATE THE ROAD WIDENING OF DENISON STREET 1.5 WIDE TO THE PUBLIC

SUBJECT TO THE EASEMENT FOR SUPPORT OF PARTY WALL D936136

Plans used in the preparation of survey/~~compilation~~

D.P.400192
D.P.1152442
D.P.1178507
D.P.175973
D.P.1078125
D.P.1001363
D.P.532942
D.P.879583

If space is insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

SURVEYORS REFERENCE: 090309 SUB

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DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 16.9.2013

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DP1183831

PLAN OF SUBDIVISION OF
LOTS A, B, C & D IN D.P.400192

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No: 2013C00010

Date of Endorsement: 4 JULY 2013

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

1) – EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)
2) – EASEMENT FOR SERVICES (WHOLE OF LOT)
3) – EASEMENT FOR FIRE STAIRS AND PASSAGES VARIABLE WIDTH (LIMITED IN STRATUM)
4) – EASEMENT FOR ACCESS VARIABLE WIDTH (A) (LIMITED IN STRATUM)
5) – EASEMENT FOR ACCESS VARIABLE WIDTH (B) (LIMITED IN STRATUM)
6) – EASEMENT FOR ACCESS VARIABLE WIDTH (C) (LIMITED IN STRATUM)
7) – EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (D) (LIMITED IN STRATUM)
8) – EASEMENT FOR PUBLIC PEDESTRIAN ACCESS VARIABLE WIDTH (E) (LIMITED IN STRATUM)
9) – EASEMENT FOR ACCESS VARIABLE WIDTH (K) (LIMITED IN STRATUM)
10)– EASEMENT FOR ACCESS AND RECREATION PURPOSES VARIABLE WIDTH (G) (LIMITED IN STRATUM)
11)– EASEMENT FOR PUBLIC BUS SHELTER 0.7 WIDE (H) (LIMITED IN STRATUM)
12)– EASEMENT FOR SERVICES VARIABLE WIDTH (J) (LIMITED IN STRATUM)
13)– RESTRICTION ON USE OF LAND
14)– EASEMENT FOR CONSTRUCTION PURPOSES (WHOLE OF LOT)
15)– EASEMENT FOR SIGNAGE VARIABLE WIDTH (L) (LIMITED IN STRATUM)
16)– EASEMENT FOR ACCESS AND USE OF LIFTS VARIABLE WIDTH (M) (LIMITED IN STRATUM)
17)– RESTRICTION ON THE USE OF LAND 0.38 WIDE (N) (LIMITED IN STRATUM)
18)– EASEMENT FOR DRAINAGE VARIABLE WIDTH (F) (LIMITED IN STRATUM)
19)– RESTRICTION ON USE OF LAND
20)– POSITIVE COVENANT
21)– RESTRICTION USE OF LAND
22)– POSITIVE COVENANT
23)– RESTRICTION ON USE OF LAND
24)– EASEMENT TO ACCESS AND USE LOADING DOCK VARIABLE WIDTH (T) (LIMITED IN STRATUM)
25)– EASEMENT FOR SIGNAGE VARIABLE WIDTH (S) (LIMITED IN STRATUM)

NOTE: STREET ADDRESS OF ALL LOTS ARE NOT AVAILABLE

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 090309 SUB

AW

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DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 16.9.2013

Office Use Only

DP1183831

PLAN OF SUBDIVISION OF
LOTS A, B, C & D IN D.P.400192

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No: 20130001O

Date of Endorsement: 4 JULY 2013

Executed by Camperdown Square
Developments Pty Ltd
ACN 128 734 181

Company Secretary/Director

Director

Jeffrey Taitz

Company Secretary/Director
(Print)

Robin Shnier

Name of Director (Print)

" STREET ADDRESSES OF ALL LOTS ARE NOT AVAILABLE "

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 090309 SUB

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ePlan

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Plan: DP1183831

Plan of Subdivision over Lots A, B, C & D in DP400192 covered by Subdivision Certificate No 20130010 dated the 4JUL4 of 2013

Full name and address of the owner of the Land:

Camperdown Square Developments Pty Ltd
(ACN 128 734 181)
Level 19, 15 Castlereagh Street
Sydney NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit á 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 Support and Shelter (Whole of Lot)	1	2, 3, 4, 5, 8
		2	1, 3, 4, 5, 8
		3	1, 2, 4, 5, 6, 7, 8, 9
		4	1, 2, 3, 5, 7, 8, 9
		5	1, 2, 3, 4, 6, 7, 8, 9
		6	3, 5, 7, 9
		7	3, 4, 5, 6, 9
		8	1, 2, 3, 4, 5
		9	3, 4, 5, 6, 7
2	Easement for Services (Whole of Lot)	Each Lot	Every Other Lot
3	Easement for Fire Stairs and Passages Variable Width (Limited in Stratum)	1	2, 8
		3	4, 5, 6, 7, 9
		5	3, 4, 6, 7, 9
		6	3, 5, 7, 9

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ePlan

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Plan: DP1183831

Plan of Subdivision over Lots A, B, C & D in DP400192 covered by Subdivision Certificate No 20130010 dated the 4 JULY of 2013

Full name and address of the owner of the Land:

Camperdown Square Developments Pty Ltd
(ACN 128 734 181)
Level 19, 15 Castlereagh Street
Sydney NSW 2000

4	Easement for Access Variable Width (A) (Limited in Stratum)	1 8	2, 4, 8 1, 2, 4
5	Easement for Access Variable Width (B) (Limited in Stratum)	6 3 5 7 9 3 5 7 9	5, 6, 7, 9 3, 6, 7, 9 3, 5, 6, 9 3, 5, 6, 7
6	Easement for Access Variable Width (C) (Limited in Stratum)	1 3 4	Every other lot Every other lot Every other lot
7	Easement for Public Access Variable Width (D) (Limited in Stratum)	1, 3, 4	Council
8	Easement for Public Pedestrian Access Variable Width (E) (Limited in Stratum)	1, 2, 3, 4, 5, 6, 7, 9	Council
9	Easement for Access Variable Width (K) (Limited in Stratum)	3	1, 5, 6, 7, 9
10	Easement for Access and Recreation Purposes Variable Width (G) (Limited in Stratum)	3 5 6	1, 5, 6, 7, 9 1, 3, 6, 7, 9 1, 3, 5, 7, 9

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ePlan

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Plan: DP1183831

Plan of Subdivision over Lots A, B, C & D in DP400192 covered by Subdivision Certificate No 20130010 dated the 4 JULY of 2013

Full name and address of the owner of the Land:

Camperdown Square Developments Pty Ltd
(ACN 128 734 181)
Level 19, 15 Castlereagh Street
Sydney NSW 2000

		7 9	1, 3, 5, 6, 9 1, 3, 5, 6, 7
11	Easement for Public Bus Shelter 0.7 Wide (H) (Limited in Stratum)	2	Council
12	Easement for Services Variable Width (J) (Limited in Stratum)	1, 3, 8	2, 4
13	Restriction on the Use of Land	2	Council
14	Easement for Construction Purposes (Whole of Lot)	Each lot	Every other lot
15	Easement for Signage Variable Width (L) (Limited in Stratum)	1	2
16	Easement for Access and Use of Lifts Variable Width (M) (Limited in Stratum)	1	2, 4, 8
17	Restriction on the Use of Land 0.38 Wide (N) (Limited in Stratum)	2	Council
18	Easement for Drainage Variable Width (F) (Limited in Stratum)	5, 6, 9	Council
19	Restriction on the Use of Land	1, 2, 8	Council

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ePlan

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Plan: DP1183831

Plan of Subdivision over Lots A, B, C & D in DP400192 covered by Subdivision Certificate No 20130001O dated the 4 JULY of 2013

Full name and address of the owner of the Land:

Camperdown Square Developments Pty Ltd
(ACN 128 734 181)
Level 19, 15 Castlereagh Street
Sydney NSW 2000

20	Positive Covenant	1, 2, 8	Council
21	Restriction on the Use of Land	5, 6, 9	Council
22	Positive Covenant	All lots	Council
23	Restriction on the Use of Land	All lots	Council
24	Easement to Access and Use Loading Dock Variable Width (T) (Limited in Stratum)	2	4
25	Easement for Signage Variable Width (S) (Limited in Stratum)	1	4

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ePlan

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Plan: DP1183831

Plan of Subdivision over Lots A, B, C & D in DP400192 covered by Subdivision Certificate No 20130010 dated the 4 JULY of 2013

Full name and address of the owner of the Land:

Camperdown Square Developments Pty Ltd
(ACN 128 734 181)
Level 19, 15 Castlereagh Street
Sydney NSW 2000

Part 2 (Terms)

In this Instrument, unless the context otherwise requires:

Authorised User means

(a) if the Grantee is an Owners Corporation, each registered proprietor of a lot in that Strata Scheme, and any occupier or lessee of that lot as authorised by the Owners Corporation;

(b) the Grantee's tenants, employees, agents, contractors and licensees; and

(c) where the Grantee is an Authority Benefited, the officers, servants, agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under this Instrument, which in the case of Council includes Council's Authorised Agents.

Authority means a government or governmental, semi-governmental, quasi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes Council.

Authority Benefited means the Authority having the benefit of an Easement under this Instrument.

Building means the structure the subject of the Plan and includes lots 1 to 9 (inclusive) in the Plan.

Building Management Committee means the committee appointed under the Strata Management Statement.

Bus Shelter means the bus shelter located on lot 2 in the Plan.

Car Space means that part of the Building allocated for car parking (other than Service Spaces).

Council means Marrickville Council or its successor.

Council's Authorised Agents means the officers, servants, agents and workmen of the Council and any other person authorised by the Council to exercise its rights or comply with its obligations under this Instrument.

Council Authorised Users means each and every member of the public without the need for any specific authority of Council.

ePlan

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Plan: DP1183831

Plan of Subdivision over Lots A, B, C & D in DP400192 covered by Subdivision Certificate No 2013000910 dated the 4 JULY of 2013

Full name and address of the owner of the Land:

Camperdown Square Developments Pty Ltd
(ACN 128 734 181)
Level 19, 15 Castlereagh Street
Sydney NSW 2000

Detention System means the on-site stormwater detention system located on the Lot Burdened and the subject of the Development Consent, including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain or disperse stormwater.

Development Consent means the determination of development application No. 200900262 issued by Council as varied from time to time.

Easement includes any easement, covenant, positive covenant or restriction on use created in this Instrument.

Easement Site in relation to an Easement, means that site of the Easement identified in the Plan and includes all items within the site of an Easement.

Flow Path means the flow path within the Easement Site for the Easement for Drainage numbered 18 in the Plan.

Freehold Act means the *Strata Schemes (Freehold Development) Act* 1973 (NSW).

Future Services means any condenser units, air conditioning units, pipes, poles, wires, cables, conduits, structures, and equipment or other services required for the operation of a Retail/Commercial Premises.

Grantee means:

(a) the registered proprietor of a Lot Benefited; and

(b) if, from time to time, a Strata Scheme exists in respect of a Lot Benefited, the Owners Corporation in respect of that Strata Scheme; and

(c) an Authority Benefited.

Grantor means:

(a) the registered proprietor of a Lot Burdened; and

(b) if, from time to time, a Strata Scheme exists in respect of a Lot Burdened, the Owners Corporation in respect of that Strata Scheme.

Instrument means this section 88B instrument.

Lot Benefited means the whole or any part of a lot having the benefit of an Easement.

Lot Burdened means the whole or any part of a lot having the burden of an Easement.

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ePlan

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Plan: DP1183831

Plan of Subdivision over Lots A, B, C & D in DP400192 covered by Subdivision Certificate No 20130001C dated the 4 JULY of 2013

Full name and address of the owner of the Land:

Camperdown Square Developments Pty Ltd
(ACN 128 734 181)
Level 19, 15 Castlereagh Street
Sydney NSW 2000

Management Act means the Strata Schemes Management Act 1996 (NSW).

Owners Corporation means an owners corporation constituted under the Management Act on registration of a Strata Plan.

Plan means the plan to which this Instrument relates.

Recreational Facilities has the meaning given to that term in the Strata Management Statement.

Retail/Commercial Lots means lots 2 and 4 in the Plan.

Retail/Commercial Premises means an area within the Retail/Commercial Lots designated by the Grantee as a retail/commercial premises.

Service Space means any part of the Building designated for the temporary use of utility vehicles and other vehicles that service the Building.

Signage means any sign, painting or poster with or without illumination.

Splay means the splay located on the corner of Parramatta Road and Australia Street as shown on the Plan.

Strata Management Statement means a strata management statement registered according to the Freehold Act which applies to any of the lots in the Plan.

Strata Plan means a strata plan registered under the Freehold Act.

Strata Scheme means a strata scheme created on registration of a Strata Plan.

Storage Space **means that part of the Building allocated for storage.**

The word "**includes**" in any form is not a word of limitation.

1. **Terms of Easement for Support and Shelter (Whole of Lot) numbered 1 in the Plan.**

   An easement for support and shelter as defined in and the subject of section 8AA of the Freehold Act is created as if the easement was created under that section of the Freehold Act.

   Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 1 in the Plan.

   Council.

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ePlan

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Plan: DP1183831

Plan of Subdivision over Lots A, B, C & D in DP400192 covered by Subdivision Certificate No 2013C0010 dated the 4 JULY of 2013

Full name and address of the owner of the Land:

Camperdown Square Developments Pty Ltd
(ACN 128 734 181)
Level 19, 15 Castlereagh Street
Sydney NSW 2000

2. Terms of Easement for Services (Whole of Lot) numbered 2 in the plan.

2.1 An easement for services as defined in and the subject of section 8AB of the Freehold Act is created as if the easement was created under that section of the Freehold Act.

2.2 A Strata Management Statement may include provisions in respect of the use, repair and maintenance of the services or the Easement Site.

2.3 A Strata Management Statement may regulate the apportionment of costs in relation to this Easement.

2.4 The provisions of a Strata Management Statement will apply to the extent of any inconsistency with the terms of this Easement.

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 2 in the Plan.

Council.

3. Terms of Easement for Fire Stairs and Passages Variable Width (Limited in Stratum) numbered 3 in the Plan.

3.1 The Grantee and Authorised Users may pass and repass across fire stairs and passages within the Lots Burdened by foot only and only for the purpose of egressing from the Lots Benefited:

(a) in an emergency; or

(b) in the case of a fire or fire drill purposes; or

(c) if the lifts are not operational or are otherwise unavailable.

3.2 In exercising its powers under clause 3.1, the Grantee and its Authorised Users must:

(a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened; and

(b) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and

(c) make good any collateral damage.

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 3 in the Plan.

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Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Plan: DP1183831

Plan of Subdivision over Lots A, B, C & D in DP400192 covered by Subdivision Certificate No 20130010 dated the 4 July of 2013

Full name and address of the owner of the Land:

Camperdown Square Developments Pty Ltd
(ACN 128 734 181)
Level 19, 15 Castlereagh Street
Sydney NSW 2000

Council.

4. Terms of Easement for Access Variable Width (A) (Limited in Stratum) numbered 4 in the Plan.

4.1 The Grantee and its Authorised Users may pass and repass with or without vehicles across the Easement Site.

4.2 In exercising the powers granted under this Easement, a Grantee must:

(a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened; and

(b) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and

(c) make good any collateral damage.

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 4 in the Plan.

Council.

5. Terms of Easement for Access Variable Width (B) (Limited in Stratum) numbered 5 in the Plan.

5.1 The Grantee and its Authorised Users may pass and repass with or without vehicles across the Easement Site.

5.2 In exercising the powers granted under this Easement, a Grantee must:

(a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened; and

(b) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and

(c) make good any collateral damage.

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 5 in the Plan.

Council.

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Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Plan: DP1183831

Plan of Subdivision over Lots A, B, C & D in DP400192 covered by Subdivision Certificate No 201300910 dated the 4 JULY of 2013

Full name and address of the owner of the Land:

Camperdown Square Developments Pty Ltd
(ACN 128 734 181)
Level 19, 15 Castlereagh Street
Sydney NSW 2000

6. Terms of Easement for Access Variable Width (C) (Limited in Stratum) numbered 6 in the Plan.

6.1 The Grantee and its Authorised Users may pass and repass with or without vehicles across the Easement Site.

6.2 In exercising the powers granted under this Easement, a Grantee must:

(a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened; and

(b) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and

(c) make good any collateral damage.

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 6 in the Plan.

Council.

7. Terms of Easement for Public Access Variable Width (D) (Limited in Stratum) numbered 7 in the Plan.

7.1 The Council and Council's Authorised Users may pass and repass with or without vehicles across the Easement Site.

7.2 In exercising the powers granted under this Easement, Council and Council's Authorised Users must:

(a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened; and

(b) cause as little damage as is practicable to the Lots Burdened and any improvement on it.

7.3 In exercising the powers granted under this Easement, Council must make good any collateral damage caused by Council or any of Council's Authorised Agents.

7.4 The Grantor, acting reasonably (and having proper regard to the nature of the use of, or activity carried on the Lot Burdened), may remove (or refuse entry to) a Council Authorised User if that Council Authorised User:

(a) is not adequately clothed;

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Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Plan: DP1183831

Plan of Subdivision over Lots A, B, C & D in DP400192 covered by Subdivision Certificate No 2013CC010 dated the 4 JULY of 2013

Full name and address of the owner of the Land:

Camperdown Square Developments Pty Ltd
(ACN 128 734 181)
Level 19, 15 Castlereagh Street
Sydney NSW 2000

(b) is drunk or under the influence of drugs;

(c) loiters or causes excessive noise; or

(d) behaves in a manner reasonably likely to cause harm, offence, embarrassment or inconvenience to persons on the Lot Burdened.

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 7 in the Plan.

Council.

8. **Terms of Easement for Public Pedestrian Access Variable Width (E) (Limited in Stratum) numbered 8 in the Plan.**

8.1 The Grantor grants to the Council and Council's Authorised Users full and free right to go, pass and repass at all times over the Easement Site:

(a) on foot;

(b) with wheelchairs or other disabled access aids; and

(c) without vehicles, bicycles, skateboards, scooters, rollerblades or similar items or animals (but exempting guide dogs or hearing dogs for the visually or hearing impaired).

8.2 The Grantor, acting reasonably (and having proper regard to the nature of the use of, or activity carried on the Lot Burdened), may remove (or refuse entry to) a Council Authorised User if that Council Authorised User:

(a) is not adequately clothed;

(b) is drunk or under the influence of drugs;

(c) loiters or causes excessive noise;

(d) behaves in a manner reasonably likely to cause harm, offence, embarrassment or inconvenience to persons on the Lot Burdened.

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 8 in the Plan.

Council.

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Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Plan: DP1183831

Plan of Subdivision over Lots A, B, C & D in DP400192 covered by Subdivision Certificate No 20130010 dated the 4 JULY of 2013

Full name and address of the owner of the Land:

Camperdown Square Developments Pty Ltd
(ACN 128 734 181)
Level 19, 15 Castlereagh Street
Sydney NSW 2000

9. Terms of Easement for Access Variable Width (K) (Limited in Stratum) numbered 9 in the Plan.

9.1 The Grantee and its Authorised Users may pass and repass without vehicles across the Easement Site.

9.2 In exercising the powers granted under this Easement, a Grantee must:

(a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened; and

(b) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and

(c) make good any collateral damage.

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 9 in the Plan.

Council.

10. Terms of Easement for Access and Recreation Purposes Variable Width (G) (Limited in Stratum) numbered 10 in the Plan.

10.1 The rights under this Easement are subject to completion of construction of the Recreational Facilities.

10.2 The Grantor grants to the Grantee and Authorised Users full and free right to go, pass and repass at all times over the Easement Site:

(a) on foot;

(b) with wheelchairs or other disabled access aids; and

(c) without vehicles, bicycles, skateboards, scooters, rollerblades or similar items or animals (but exempting guide dogs and hearing dogs for the visually or hearing impaired).

for the purpose of accessing the Recreational Facilities.

10.3 The Grantee and its Authorised Users must comply with any rules made under the Strata Management Statement with respect to the Recreational Facilities and the Easement Site.

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Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Plan: DP1183831

Plan of Subdivision over Lots A, B, C & D in DP400192 covered by Subdivision Certificate No 2013000/0 dated the 4 JULY of 2013

Full name and address of the owner of the Land:

Camperdown Square Developments Pty Ltd
(ACN 128 734 181)
Level 19, 15 Castlereagh Street
Sydney NSW 2000

10.4 The Grantor, acting reasonably (and having proper regard to the nature of the use of, or activity carried on the Lot Burdened), may remove (or refuse entry to) the Grantee and its Authorised Users if that Grantee or its Authorised User:

(a) is not adequately clothed;

(b) is drunk or under the influence of drugs;

(c) loiters or causes excessive noise; or

(d) behaves in a manner reasonably likely to cause harm, offence, embarrassment or inconvenience to persons on the Lot Burdened.

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 10 in the Plan.

Council.

11. Terms of Easement for Public Bus Shelter 0.7 Wide (H) (Limited in Stratum) numbered 11 in the Plan.

11.1 The Council and Council's Authorised Users may:

(a) pass and repass across the Lot Burdened, but only within the Easement Site, to get to or from the Bus Shelter; and

(b) temporarily remain within the Bus Shelter whilst waiting for a bus.

11.2 In exercising the powers granted under this Easement, a Grantee must:

(a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened; and

(b) cause as little damage as is practicable to the Lots Burdened and any improvement on it (including the Bus Shelter); and

(c) make good any collateral damage.

11.3 The Grantor, acting reasonably (and having proper regard to the nature of the use of, or activity carried on the Lot Burdened), may remove (or refuse entry to) a Council Authorised User if that Council Authorised User:

(a) is not adequately clothed;

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Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Plan: DP1183831

Plan of Subdivision over Lots A, B, C & D in DP400192 covered by Subdivision Certificate No 20130010 dated the 4 JULY of 2013

Full name and address of the owner of the Land:

Camperdown Square Developments Pty Ltd
(ACN 128 734 181)
Level 19, 15 Castlereagh Street
Sydney NSW 2000

(b) is drunk or under the influence of drugs;

(c) loiters or causes excessive noise; or

(d) behaves in a manner reasonably likely to cause harm, offence, embarrassment or inconvenience to persons on the Lot Burdened.

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 11 in the plan.

Council

12. Terms of Easement for Services Variable Width (J) (Limited In Stratum) numbered 12 in the Plan.

12.1 The Grantee and its Authorised Users may:

(a) use each Lot Burdened, but only within the Easement Site, to install and provide Future Services to or from each Lot Benefited together with the right to use that part of the Lot Burdened reasonably required to lay pipes, wires, cables, and conduits ("pipes and cables") to and from the Easement Site necessary for the operation of any Future Services provided the pipes and cables will not unreasonably interfere with the use and enjoyment of the Lot Burdened; and

(b) do anything reasonably necessary for that purpose, including:

(i) entering the Lot Burdened; and

(ii) taking anything on to the Lot Burdened; and

(iii) carrying out work, such as constructing, placing, repairing or maintaining the Future Services and pipes and cables.

12.2 The Grantee must keep the Future Services and any pipes and cables in good repair and safe condition.

12.3 In exercising its rights under this Easement, the Grantee and its Authorised Users must:

(a) before entering the Lot Burdened give, except in the case of emergencies, a reasonable period of notice to the Grantor, or its nominee, of the intended exercise of the right and indicate generally the identity of the any person authorised by it to exercise the rights granted under this Easement;

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Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 15 of 25 sheets)

Plan: DP1183831

Plan of Subdivision over Lots A, B, C & D in DP400192 covered by Subdivision Certificate No 20130010 dated the 4 JULY of 2013

Full name and address of the owner of the Land:

Camperdown Square Developments Pty Ltd
(ACN 128 734 181)
Level 19, 15 Castlereagh Street
Sydney NSW 2000

(b) ensure that the work is fit for purpose and safe; and

(c) ensure all work is done properly and in a good and workmanlike manner; and

(d) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and

(e) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and

(f) restore the Lot Burdened as nearly as is practicable to its former condition; and

(g) make good any collateral damage.

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 12 in the Plan.

Council.

13. Terms of Restriction on the Use of Land numbered 13 in the Plan.

13.1 The Grantor covenants with the Council in respect of the Bus Shelter erected on the Lot Burdened that they will not:

(a) do any act, matter or thing which would prevent the Bus Shelter from operating in an efficient manner;

(b) make any alterations or additions to the Bus Shelter or allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the Bus Shelter without the express written consent of the Council.

13.2 This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Conveyancing Act, 1919.

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 13 in the Plan.

Council

14. Terms of Easement for Construction Purposes (Whole of Lot) numbered 14 in the Plan.

14.1 Subject to clause 14.2, the Grantee and its Authorised Users may (at the Grantee's cost):

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Plan: DP1183831

Plan of Subdivision over Lots A, B, C & D in DP400192 covered by Subdivision Certificate No 20130010 dated the 4 JUNE of 2013

Full name and address of the owner of the Land:

Camperdown Square Developments Pty Ltd
(ACN 128 734 181)
Level 19, 15 Castlereagh Street
Sydney NSW 2000

(a) use the Airspace and the Lot Burdened to facilitate the construction of improvements on the Lots Benefited; and

(b) do anything reasonably necessary for that purpose including:

(i) entering the Lot Burdened;

(ii) taking anything on to the Lot Burdened;

(iii) carrying out work including installing, keeping and using any scaffolding, fencing, plant, equipment, signage and machinery on the Lot Burdened;

(iv) encroaching on the Airspace; and

(v) swinging of a crane jib over the Lot Burdened.

14.2 In exercising the powers under clause 14.1, the Grantee and its Authorised Users must (at the Grantee's cost):

(a) obtain all necessary approvals from the relevant Authorities;

(b) ensure all work is done properly and in accordance with the requirements of all relevant Authorities; and

(c) cause as little inconvenience as is practicable to the Lots Burdened and any occupier of the Lots Burdened; and

(d) cause as little damage as is practicable to the Lots Burdened and any improvements on the Lots Burdened; and

(e) restore the Lots Burdened as nearly as is practicable to its former condition; and;

(f) make good any collateral damage; and

(g) indemnify the Grantor against any loss, cost or damage arising from the Grantee and its Authorised Users accessing the Lots Burdened and exercising their rights under this Easement.

14.3 The rights under this Easement terminate on the later of the date of issue of an occupation certificate for the last building constructed on the Lot Benefited after registration of the Plan and on and from that date this Easement is extinguished without further assurance.

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Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Plan: DP1183831

Plan of Subdivision over Lots A, B, C & D in DP400192 covered by Subdivision Certificate No 20130010 dated the 4 JULY of 2013

Full name and address of the owner of the Land:

Camperdown Square Developments Pty Ltd
(ACN 128 734 181)
Level 19, 15 Castlereagh Street
Sydney NSW 2000

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 14 in the Plan.

Council.

15. Terms of Easement for Signage Variable Width (L) (Limited in Stratum) numbered 15 in the Plan

15.1 Subject to clause 15.2, the Grantee and its Authorised Users may (at the Grantee's cost) may:

(a) affix Signage on to the wall of the Lot Burdened but only within the Easement Site and use any part of the Lot Burdened to affix Signage;

(b) once the Signage is affixed to the wall of the Lot Burdened under clause 15.1(a), use any part of the Lot Burdened to maintain and replace the Signage; and

(c) do anything reasonably necessary for those purposes, including:

(i) entering the Lot Burdened;

(ii) taking anything on to the Lot Burdened;

(iii) carrying out work.

15.2 In exercising the powers granted under this Easement, a Grantee must (at the Grantee's cost):

(a) obtain all necessary approvals from the relevant Authorities;

(b) before entering the Lot Burdened, give, except in the case of emergencies, a reasonable period of notice to the Grantor, or its nominee, of the intended exercise of the right and indicate the identity of any person authorised by it to exercise the rights granted under this Easement.

(c) ensure all work is done properly;

(d) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened; and

(e) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and

(f) make good any collateral damage.

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Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Plan: DP1183831

Plan of Subdivision over Lots A, B, C & D in DP400192 covered by Subdivision Certificate No 20130010 dated the 4 JULY of 2013

Full name and address of the owner of the Land:

Camperdown Square Developments Pty Ltd
(ACN 128 734 181)
Level 19, 15 Castlereagh Street
Sydney NSW 2000

15.3 A Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Easement Site, the Signage within the Easement Site and rules regarding the Signage permitted within the Easement Site.

15.4 A Strata Management Statement may regulate the apportionment of costs in relation to this Easement.

15.5 The provisions of a Strata Management Statement will apply to the extent of any inconsistency with the terms of this Easement.

16. Easement for Access and Use of Lifts Variable Width (M) (Limited in Stratum) numbered 16 in the Plan

16.1 Subject to clauses 16.2 and 16.3, the Grantee and its Authorised Users may use the lifts within the Easement Site and pass and repass over the Easement Site:

(a) on foot;

(b) with wheelchairs or other disabled access aids; and

(c) without vehicles, bicycles, skateboards, scooters, rollerblades or similar items or animals (but exempting guide dogs and hearing dogs for the visually or hearing impaired).

16.2 The Grantee and its Authorised users may use any lift within the Easement Site, subject to availability of the lift and any rules of operation for the lift reasonably determined by the Grantor from time to time.

16.3 The Grantor, acting reasonably (and having proper regard to the nature of the use of, or activity carried on the Lot Burdened), may remove (or refuse entry to) a Grantee or an Authorised User, if the Grantee or Authorised User:

(a) is not adequately clothed;

(b) is drunk or under the influence of drugs;

(c) loiters or causes excessive noise;

(d) behaves in a manner reasonably likely to cause harm, offence, embarrassment or inconvenience to persons on the Lot Burdened; or

(e) does not comply with any rules made by the Grantor in relation to the use and enjoyment of the Easement Site.

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Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Plan: DP1183831

Plan of Subdivision over Lots A, B, C & D in DP400192 covered by Subdivision Certificate No _____ dated the _____ of 2013

Full name and address of the owner of the Land:

Camperdown Square Developments Pty Ltd
(ACN 128 734 181)
Level 19, 15 Castlereagh Street
Sydney NSW 2000

16.4 In exercising the powers granted under this Easement, a Grantee must:

(a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened; and

(b) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and

(c) make good any collateral damage.

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 16 in the Plan.

Council.

17. Restriction on the Use of Land (N) numbered 17 in the Plan

No building works or obstructions shall be permitted on the Splay to a height of 3.5 metres (RL 19.80 metres Australian Height Dictum) above the existing footpath.

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 17 in the Plan.

Council

18. Easement for Drainage Variable Width (F) (Limited in Stratum) numbered 18 in the Plan

18.1 Subject to clause 18.2, the Grantee and its Authorised Users may, in respect of the flow path within the Easement Site:

(a) drain water from any natural source through each Lot Burdened, but only within the Easement Site; and

(b) do anything necessary for that purpose including:

(i) entering the Lot Burdened;

(ii) taking anything onto the Lot Burdened;

(iii) carry out work, such as constructing, placing, repairing or maintaining pipes and equipment.

18.2 In exercising those powers, the Grantee must:

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Plan: DP1183831

Plan of Subdivision over Lots A, B, C & D in DP400192 covered by Subdivision Certificate No 20130010 dated the 4 JULY of 2013

Full name and address of the owner of the Land:

Camperdown Square Developments Pty Ltd
(ACN 128 734 181)
Level 19, 15 Castlereagh Street
Sydney NSW 2000

(a) ensure all work is done properly;

(b) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;

(c) restore the Lot Burdened as is practicable to its former condition; and

(d) make good any collateral damage.

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 18 in the Plan.

Council.

19. Terms of Restriction on the Use of Land numbered 19 in the Plan

19.1 The Detention System must not be altered or removed in whole or in part without the written approval of Council.

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 19 in the Plan.

Council

20. Terms of Positive Covenant numbered 20 in the Plan.

20.1 The Grantor must:

(a) maintain the Detention System in working condition; and

(b) permit Council Authorised Agents, upon reasonable notice, to access the Lot Burdened to inspect the Detention System.

20.2 The Grantor must comply with any notices issued by Council regarding rectification or maintenance works to be carried out on the Detention System for compliance.

20.3 In the event the Grantor fails to comply with any notice issued by Council under clause 20.2, Council or Council's Authorised Agents may enter the Lot Burdened and carry out those specified works required to be carried out on the Detention System the subject of Council's notice and recover from the Grantor the Council's costs of carrying out those works.

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Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Plan: DP1183831

Plan of Subdivision over Lots A, B, C & D in DP400192 covered by Subdivision Certificate No 20130010 dated the 4 JULY of 2013

Full name and address of the owner of the Land:

Camperdown Square Developments Pty Ltd
(ACN 128 734 181)
Level 19, 15 Castlereagh Street
Sydney NSW 2000

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 20 in the Plan.

Council

21. Terms of Restriction on the Use of Land numbered 21 in the Plan.

21.1 The Flow Path must not be obstructed or have the finished ground levels within the Easement Site of the Flow Path modified in whole or in part without the written approval of Council.

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 21 in the Plan.

Council

22. Terms of Positive Covenant numbered 22 in the Plan

22.1 The Grantor must:

(a) ensure the Flow Path is kept unobstructed by fences or any physical structures or barriers (whether temporary or not) at all times; and

(b) permit Council Authorised Agents, upon reasonable notice, to access the Lot Burdened to inspect the Detention Flow Path.

22.2 The Grantor must comply with any notices issued by Council regarding rectification or maintenance works to be carried out on the Flow Path for compliance.

22.3 In the event the Grantor fails to comply with any notice issued by Council under clause 22.2, Council or Council's Authorised Agents may enter the Lot Burdened and carry out those specified works required to be carried out on the Flow Path the subject of Council's notice and recover from the Grantor the Council's costs of carrying out those works.

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 22 in the Plan.

Council

23. Terms of Restriction on the Use of Land numbered 23 in the Plan.

23.1 No Car Space may be used by persons other than an occupant, tenant, lessee or registered proprietor of a lot in the Building, or a visitor, patron or other invitee of an occupant, tenant, lessee or registered proprietor of a lot in the Building.

ePlan

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Plan: DP1183831

Plan of Subdivision over Lots A, B, C & D in DP400192 covered by Subdivision Certificate No 20130010 dated the 4 JULY of 2013

Full name and address of the owner of the Land:

Camperdown Square Developments Pty Ltd
(ACN 128 734 181)
Level 19, 15 Castlereagh Street
Sydney NSW 2000

23.2 An owner, occupant, tenant, lessee or registered proprietor of a Lot Burdened must not enter into or permit a person occupying that lot to enter into an agreement to lease or licence or transfer ownership of a Car Space to a person other than an occupant, tenant, lessee or registered proprietor of a lot in the Building.

23.3 No Storage Space may be used by persons other than an occupant, tenant, lessee or registered proprietor of a lot in the Building.

23.4 An owner, occupant, tenant, lessee or registered proprietor of a Lot Burdened must not enter into or permit a person occupying that lot to enter into an agreement to lease or licence or transfer ownership of a Storage Space to a person other than an occupant, tenant, lessee or registered proprietor of a lot in the Building.

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 23 in the Plan.

Council

24. Terms of Easement to Access and Use Loading Dock Variable Width (T) (Limited in Stratum) numbered 24 in the Plan.

24.1 The Grantee and its Authorised Users may:

(a) access and use each Lot Burdened, but only within the Easement Site, to access and use the loading dock within the Easement Site, subject to the availability of the loading dock and any rules of operation of the loading dock reasonably determined by the Building Management Committee from time to time, to load and unload goods, and

(b) do anything reasonably necessary for that purpose, including:

(i) entering the Lot Burdened, and

(ii) taking anything on to the Lot Burdened.

24.2 In exercising those powers, the Grantee and its Authorised Users must:

(a) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened, and

(b) cause as little damage as is practicable to the Lot Burdened and any improvement on it, and

(c) restore the Lot Burdened as nearly as is practicable to its former condition, and

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(d) make good any collateral damage.

24.3 A Strata Management Statement may include provisions in respect of the use; repair and maintenance of the loading dock within the Building or the Easement Site.

24.4 A Strata Management Statement may regulate the apportionment of costs in relation to this Easement.

24.5 The provisions of a Strata Management Statement will apply to the extent of any inconsistency with the terms of this Easement.

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 24 in the Plan.

Council.

25. Terms of Easement for Signage Variable Width (S) (Limited in Stratum) numbered 15 in the Plan

25.1 Subject to clause 25.2, the Grantee and its Authorised Users may (at the Grantee's cost) may:

(a) affix Signage on to the wall of the Lot Burdened but only within the Easement Site and use any part of the Lot Burdened to affix Signage;

(b) once the Signage is affixed to the wall of the Lot Burdened under clause 25.1(a), use any part of the Lot Burdened to maintain and replace the Signage; and

(c) do anything reasonably necessary for those purposes, including:

(i) entering the Lot Burdened;

(ii) taking anything on to the Lot Burdened;

(iii) carrying out work.

25.2 In exercising the powers granted under this Easement, a Grantee must (at the Grantee's cost):

(a) obtain all necessary approvals from the relevant Authorities;

(b) before entering the Lot Burdened, give, except in the case of emergencies, a reasonable period of notice to the Grantor, or its nominee, of the intended exercise of the right and indicate the identity of any person authorised by it to exercise the rights granted under this Easement.

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Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Plan: DP1183831

Plan of Subdivision over Lots A, B, C & D in DP400192 covered by Subdivision Certificate No 2013CCC10 dated the 4 JULY of 2013

Full name and address of the owner of the Land:

Camperdown Square Developments Pty Ltd
(ACN 128 734 181)
Level 19, 15 Castlereagh Street
Sydney NSW 2000

(c) ensure all work is done properly;

(d) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened; and

(e) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and

(f) make good any collateral damage.

25.3 A Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Easement Site, the Signage within the Easement Site and rules regarding the Signage permitted within the Easement Site.

25.4 A Strata Management Statement may regulate the apportionment of costs in relation to this Easement.

25.5 The provisions of a Strata Management Statement will apply to the extent of any inconsistency with the terms of this Easement.

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ePlan

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Plan: DP1183831

Plan of Subdivision over Lots A, B, C & D in DP400192 covered by Subdivision Certificate No 20130001O dated the 4 JULY 2013 of 2013

Full name and address of the owner of the Land:

Camperdown Square Developments Pty Ltd
(ACN 128 734 181)
Level 19, 15 Castlereagh Street
Sydney NSW 2000

Executed by Camperdown Square Developments Pty Ltd ACN 128 734 181)
)

.....
Company Secretary/Director

Jeffrey Taitz
.....
Name of Company Secretary/Director (print)

.....
Director

Robin Shnier
.....
Name of Director (print)

.....
Authorised Officer of Marrickville Council

5556087/16
The Gantry, Camperdown
(Stratum Plan)

REGISTERED 16.9.2013

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Lodger Details

Lodger Code	504011J
Name	J S MUELLER & CO
Address	240 PRINCES HWY ARNCLIFFE 2205
Lodger Box	1W
Email	JEFFREYMUELLER@MUELLERS.COM.AU
Reference	JSM:44252

Land Registry Document Identification

AV294241

STAMP DUTY:

Request (11R)

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/SP88943	N	
CP/SP92439	N	
CP/SP88945	N	
CP/SP88940	N	
CP/SP88941	N	
4/1183831	N	
2/1183831	N	
CP/SP88942	N	
CP/SP88944	N	

Applicant

THE OWNERS - STRATA PLAN NO. SP88940
Other legal entity

Document Type

Request (11R)

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

Attachment

See attached Dealing

Execution

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

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

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

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

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP88940
Signer Name	ADRIAN SIMON MUELLER
Signer Organisation	PARTNERS OF J S MUELLER & CO
Signer Role	PRACTITIONER CERTIFIER
Execution Date	01/08/2025

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Form: 11R
Release: 4·5

REQUEST AV294241

New South Wales
Real Property Act 1900

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

All Statutory Declarations and evidence that are lodged in support of land dealings will be treated as publicly accessible and will be disclosed to persons upon request.

STAMP DUTY — Insert Duties Assessment No. as issued by Revenue NSW Office.
Duties Assessment No.

(B) **TORRENS TITLE** — CP/SP88940, CP/SP88941, CP/SP88942, CP/SP88943, CP/SP88944, CP/SP88945 and CP/SP92439, 2/1183831 and 4/1183831

(C) **REGISTERED DEALING** — Number | Torrens Title

(D) **LODGED BY**

Document Collection Box	Name, Address, Telephone, and Customer Account Number if any	CODE
	JS Mueller & Co. Lawyers 1st Floor, 240 Princes Highway ARNCLIFFE NSW 2205	R
	Email: adrianmueller@muellers.com.au	
	Reference: JSM 44252	

(E) **APPLICANT** — The Owners-Stata Plan No.88940

(F) **NATURE OF REQUEST** — Amendment of Strata Management Statement

(G) **TEXT OF REQUEST**

The applicant requests that the Strata Management Statement filed with Strata Plan No. 88940 be amended in the manner set out in Annexure "A" to this Request pursuant to section 103 of the Strata Schemes Development Act 2015.

THE OWNERS - STRATA PLAN No. 88940 Common Seal

DATE 22 July 2025

(H) Certified correct for the purposes of the Real Property Act 1900 by the company named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.
Company: SEE ANNEXURE "A" FOR EXECUTION BY APPLICANT
Authority:

Signature of authorised person: Signature of authorised person:

Name of authorised person: Daniel Cookerell Name of authorised person: Jea Clarke
Office held: Strata Managing Agent Office held: Strata Managing Agent

(I) *This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.*

The applicant certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. Full name: Signature:

** s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.*

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

2309

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ANNEXURE "A" TO THE REQUEST FOR THE AMENDMENT OF THE STRATA MANAGEMENT STATEMENT REGISTERED WITH STRATA PLAN NO. 88940

Amendment of Strata Management Statement

The Strata Management Statement is hereby amended by:

1. Removing clause 5.5 and inserting in its place the following clause 5.5:

   5.5 **Voting**

   (a) At each meeting of the Building Management Committee each Member through any of its Representatives is entitled to exercise 1 vote except in relation to a vote with respect to clause 5.6(a)(iii) of this Statement.

   (aa) In relation to a vote with respect to clause 5.6(a)(iii) of this Statement, a Member through any of its Representatives is only entitled to exercise a vote if:

   i. The Shared Facility the subject of the vote is situated on that Member's area; or

   ii. That Member is required by this Statement to make a contribution to the Shared Cost for that Shared Facility.

   (bb) In relation to a vote with respect to clause 5.6(a)(iii) of this Statement, the value of the vote of a Member entitled to vote will be equal to the percentage of the cost applicable to that Member for that Shared Facilities (expressed as a whole number, not as a percentage).

   (b) A Defaulting Member is not entitled to vote.

   (c) The Chairperson does not have a casting vote at meetings of the Building Management Committee.

   (d) If the Building Management Committee decide on a matter, it must be decided by a Majority Resolution unless otherwise stated in this Statement.

   (e) In the event that a vote results in a deadlock between the Members, the motion will be lost.

2. Removing the Shared Facilities specified in Schedule 1 below from the Shared Facilities Schedule in Schedule 1 to the Strata Management Statement.

3. Adding the new Shared Facilities, and the Shared Costs for the new Shared Facilities, specified in Schedule 2 below to the Shared Facilities Schedule in Schedule 1 to the Strata Management Statement.

4. Amending the Shared Facilities, and adjusting the Shared Costs for the Shared Facilities, specified in Schedule 3 below in accordance with that Schedule and amending the Shared Facilities Schedule in Schedule 1 to the Strata Management Statement accordingly.

SCHEDULE 1 – REMOVED SHARED FACILITIES

Item	ID No.	Location within the Building	Maintenance Frequency	Method of Calculation for Cost Allocation	Building A Lot (Lot 1)	Retail/Commercial Lot 2 (Lot 2)	Building B Lot (Lot 3)	Retail/Commercial Lot 4 (Lot 4)	Building C Lot (Lot 5)	Building D Lot (Lot 6)	Building E Lot North (Lot 7)	Carparking Lot 8 (Lot 8)	Building E Lot South (Lot 9)
Residential Roller Door A	2	Building A	Quarterly	% of Building A and Retail Areas	90%	4%	-	1%	-	-	-	5%	-
Residential Lobbies	15	Building A	As required	% of Residential Area of Building A and Retail	90%	4%	-	1%	-	-	-	5%	-
Lift B1		Basement B2 to Level 2	Quarterly	% of Building A, B, C, D & E	27.69%	-	25.64%	-	32.68%	3.39%	7.91%	-	2.94%
Bus Shelter	34	Parramatta Road	Regular	% of total GFA	25%	4%	11%	1%	19%	22%	9%		9%

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SCHEDULE 2 – NEW SHARED FACILITIES AND SHARED COSTS

Item	ID No.	Location within the Building	Maintenance Frequency	Method of Calculation for Cost Allocation	Building A Lot (Lot 1)	Retail/Commercial Lot 2 (Lot 2)	Building B Lot (Lot 3)	Retail/Commercial Lot 4 (Lot 4)	Building C Lot (Lot 5)	Building D Lot (Lot 6)	Building E Lot North (Lot 7)	Carparking Lot 8 (Lot 8)	Building E Lot South (Lot 9)
Residential Roller Door A (Main)	2	Building A	Quarterly	% of Usage	74%	7%	-	14%	-	-	-	5%	-
Residential Roller Door A (Residential Level)	2	Building A	Quarterly	% of Usage	100%	-	-	-	-	-	-	-	-
Residential Lobbies (A1 1 Gantry Lane)	15	Building A	As required	% of Usage	87%	-	-	8%	-	-	-	5%	-
Residential Lobbies (A2 7 Gantry Lane)	15	Building A	As required	% of Usage	84%	11%	-	-	-	-	-	5%	-
Foyer B		Building B	As required	% of Building A, B, C, D & E	3%	-	63%	-	24%	2%	8%	-	-
Thoroughfare Gates	34	Building C, D & E	As Required	% of total GFA	25%	4%	11%	1%	19%	22%	9%		9%

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SCHEDULE 3 – AMENDED SHARED FACILITIES AND SHARED COSTS

Item	ID No.	Location within the Building	Maintenance Frequency	Method of Calculation for Cost Allocation	Building A Lot (Lot 1)	Retail/Commercial Lot 2 (Lot 2)	Building B Lot (Lot 3)	Retail/Commercial Lot 4 (Lot 4)	Building C Lot (Lot 5)	Building D Lot (Lot 6)	Building E Lot North (Lot 7)	Carparking Lot 8 (Lot 8)	Building E Lot South (Lot 9)
Lift A1		Building A1 Lift (B2-5) 1 Gantry	Quarterly	% of Usage	91%	-	-	4%	-	-	-	5%	-
Lift A2		Building A2 Lift (B2-4) 7 Gantry	Quarterly	% of Usage	90%	5%	-	-	-	-	-	5%	-
Garbage and Recycling Rooms Building B	12	Building B	As required	% of Usage	6.25%	1%	77.75%	0.25%	4.75%	5.5%	2.25%	-	2.25%
Garbage and Recycling Rooms Building C	13	Building C	As required	% of Usage	-	-	-	-	100%	-	-	-	-
Garbage and Recycling Rooms Building D	14	Building D	As required	% of Usage	-	-	-	-	-	100%	-	-	-
Carpark Maintenance – Building A		Fire Stairs, Access Way, Carpark and Driveways	As required	% of Usage	74%	7%	-	14%	-	-	-	5%	-

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Item	ID No.	Location within the Building	Maintenance Frequency	Method of Calculation for Cost Allocation	Building A Lot (Lot 1)	Retail/Commercial Lot 2 (Lot 2)	Building B Lot (Lot 3)	Retail/Commercial Lot 4 (Lot 4)	Building C Lot (Lot 5)	Building D Lot (Lot 6)	Building E Lot North (Lot 7)	Carparking Lot 8 (Lot 8)	Building E Lot South (Lot 9)
Carpark Ventilation System Building A	31	Throughout carpark	Regular	% of Usage	74%	7%	-	14%	-	-	-	5%	-

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EXECUTION BY APPLICANT

Approved Form 23

Attestation

The seal of The Owners - Strata Plan No. 88940 was affixed on 22 July 2025 in the presence of the following person(s) authorised by section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal:

Signature: .....

Name(s): Daniel Cookerell

Authority: Strata Managing Agent

THE OWNERS - STRATA PLAN No. 88940 Common Seal

EXECUTION BY REGISTERED PROPRIETORS

Approved Form 23

Attestation

The seal of The Owners - Strata Plan No. 88941 was affixed on 22 July 2025 in the presence of the following person(s) authorised by section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal:

Signature: .....

Name(s): Daniel Cookerell

Authority: Strata Managing Agent

THE OWNERS - STRATA PLAN No. 88941 Common Seal

Approved Form 23

Attestation

The seal of The Owners - Strata Plan No. 88942 was affixed on 22 July 2025 in the presence of the following person(s) authorised by section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal:

Signature: .....

Name(s): Strata Managing Agent

Authority: Daniel Cockerell

DC

THE OWNERS - STRATA PLAN No. 88942 Common Seal

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Approved Form 23

Attestation

The seal of The Owners - Strata Plan No. 88943 was affixed on 22 July 2025 in the presence of the following person(s) authorised by section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal:

Signature: .....

Name(s): Daniel Cockerell

Authority: Strata Managing Agent

THE OWNERS - STRATA PLAN NO. 88943 Common Seal

Approved Form 23

Attestation

The seal of The Owners - Strata Plan No. 88944 was affixed on 22 July 2025 in the presence of the following person(s) authorised by section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal:

Signature: .....

Name(s): Daniel Cockerell

Authority: Strata Managing Agent

THE OWNERS - STRATA PLAN NO. 88944 Common Seal

Approved Form 23

Attestation

The seal of The Owners - Strata Plan No. 88945 was affixed on 22 July 2025 in the presence of the following person(s) authorised by section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal:

Signature: .....

Name(s): Daniel Cockerell

Authority: Strata Managing Agent

THE OWNERS - STRATA PLAN NO. 88945 Common Seal

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Approved Form 23

Attestation

The seal of The Owners - Strata Plan No. 92439 was affixed on 28 July 2025 in the presence of the following person(s) authorised by section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal:

Signature: .....

Name(s): Daniel Cockerell

Authority: Strata Managing Agent

THE OWNERS - STRATA PLAN No. 92439 Common Seal

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

Company: Trusrose Pty Ltd ACN 091 511 376

Authority: s127 of the Corporations Act 2001

Signature of Authorised Person: .....

Name of Authorised Person: KAREN BURGER

Office held: DIRECTOR

Signature of Authorised Person: .....

Name of Authorised Person: Robin Shnier

Office held: Director

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

Company: Gantry Property Pty Ltd ACN 638 341 296

Authority: s127 of the Corporations Act 2001

Signature of Authorised Person: .....

Name of Authorised Person: Scott Leslie

Office held: Director

Signature of Authorised Person: .....

Name of Authorised Person: .....

Office held: .....

Nicola Jeffery
13/11/25

Director

Electronic signature of me Nicola Jeffery affixed at my direction on 13 November 2025

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Approved Form 13

Certificate of Owners Corporation

Special Resolution

The owners corporation certifies that on 15 July ~~and~~ 2024 it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015*, authorising the dealing or plan with this certificate, being a Request to amend the Strata Management Statement registered with Strata Plan No. 88940.

The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) *Strata Schemes Development Act 2015*.

The seal of The Owners - Strata Plan No 88940 was affixed on 22 July 2025 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: Daniel Cockerel Authority: strata managing Agent

Signature: ..... Name: ..... Authority: .....

THE OWNERS - STRATA PLAN NO 88940
Common Seal

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Approved Form 13

Certificate of Owners Corporation

Special Resolution

The owners corporation certifies that on ~~and~~ 20 April 2024 it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015*, authorising the dealing or plan with this certificate, being a Request to amend the Strata Management Statement registered with Strata Plan No. 88940.

The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) *Strata Schemes Development Act 2015*.

The seal of The Owners - Strata Plan No 88941 was affixed on 22 July 2025 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: Daniel Cachet Authority: Strata Managing Agent

Signature: ..... Name: ..... Authority: .....

THE OWNERS - STRATA PLAN NO. 88941
Common Seal

Req:R740346 /Doc:DL AV294241 /Rev:10-Dec-2025 /NSW LRS /Prt:01-Sep-2026 08:56 /Seq:13 of 19
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Approved Form 13

Certificate of Owners Corporation

Special Resolution

The owners corporation certifies that on ..... and 20 April 2024 it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015*, authorising the dealing or plan with this certificate, being a Request to amend the Strata Management Statement registered with Strata Plan No. 88940.

The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) *Strata Schemes Development Act 2015*.

The seal of The Owners - Strata Plan No 88942 was affixed on 22 July 2025 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: Daniel Cockwell Authority: Strata Manager Agent

Signature: ..... Name: ..... Authority: .....

THE OWNERS - STRATA PLAN NO. 88942
Common Seal

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Approved Form 13

Certificate of Owners Corporation

Special Resolution

The owners corporation certifies that on ..... and 20 April 2024 it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015*, authorising the dealing or plan with this certificate, being a Request to amend the Strata Management Statement registered with Strata Plan No. 88940.

The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) *Strata Schemes Development Act 2015*.

The seal of The Owners - Strata Plan No 88943 was affixed on 22 July 2025 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: Daniel Cockerill Authority: Strata Managing Agent

Signature: ..... Name: ..... Authority: .....

THE OWNERS - STRATA PLAN No. 88943
Common Seal

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Approved Form 13

Certificate of Owners Corporation

Special Resolution

The owners corporation certifies that on ~~and~~ 20 April 2024 it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015*, authorising the dealing or plan with this certificate, being a Request to amend the Strata Management Statement registered with Strata Plan No. 88940.

The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) *Strata Schemes Development Act 2015.*

The seal of The Owners - Strata Plan No 88944 was affixed on 22 July 2025 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: Daniel Cockerell Authority: Strata Managing Agent

Signature: ..... Name: ..... Authority: .....

THE OWNERS - STRATA PLAN NO. 88944
Common Seal

Req:R740346 /Doc:DL AV294241 /Rev:10-Dec-2025 /NSW LRS /Prt:01-Sep-2026 08:56 /Seq:16 of 19
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Approved Form 13

Certificate of Owners Corporation

Special Resolution

The owners corporation certifies that on ~~.....~~ and 20 April 2024 it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015*, authorising the dealing or plan with this certificate, being a Request to amend the Strata Management Statement registered with Strata Plan No. 88940.

The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) *Strata Schemes Development Act 2015*.

The seal of The Owners - Strata Plan No 88945 was affixed on ..... 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: Daniel Cockerell Authority: strata managing agent

Signature: ..... Name: ..... Authority: .....

THE OWNERS - STRATA PLAN No. 88945
Common Seal

Req:R740346 /Doc:DL AV294241 /Rev:10-Dec-2025 /NSW LRS /Prt:01-Sep-2026 08:56 /Seq:17 of 19
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Approved Form 13

Certificate of Owners Corporation

Special Resolution

The owners corporation certifies that on 30 JULY 2024 it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015*, authorising the dealing or plan with this certificate, being a Request to amend the Strata Management Statement registered with Strata Plan No. 88940.

The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) *Strata Schemes Development Act 2015*. 23 JULY 2025

The seal of The Owners - Strata Plan No 92439 was affixed on [illegible] PS.
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: Daniel Cocklerell Authority: Strata Managing Agent

Signature: ..... Name: ..... Authority: .....

THE OWNERS - STRATA PLAN No. 92439
Common Seal

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Westpac
Australia's First Bank

Westpac Banking Corporation ABN 33 007 457 141

Business Lending Operations
L8, 150 Collins Street
Melbourne Vic 3000

Phone: 0432 961 058.
Our Ref: 103991684.

Registrar of Titles
Land Registry Services
Level 3, 175 Liverpool Street
Sydney NSW, 2000

06/11/2025

Dear Sir/Madam,

Mortgagees Consent to Register

Westpac Banking Corporation as Mortgagor under Mortgage Number AU920764 registered on Certificate of Title 4/1183831 hereby consents to the registration of:

Section 88B
Request for Consent to Amendment of Strata Management Statement.
S104 of the Strata Schemes Developments Act.
2-6 Gantry Lane, Camperdown, NSW.

Executed by Westpac Banking Corporation as Mortgagee:

I certify that I am an eligible witness and that the Attorney whose signature appears opposite signed this instrument in my presence. [See * below]
Electronic signature of me, Natalie Caruana, affixed by me, or at my direction, on 06/11/2025.

Signature of Witness: .....
Name of Witness: Natalie Caruana
Address of Witness: L8, 150 Collins Street
Melbourne Vic 3000

Certified correct for the purposes of the Real Property Act 1900 by the Mortgagee
SIGNED by John Hanslow as Attorney for Westpac Banking Corporation ABN 33 007 457 141 under Power of Attorney Registered Book 4299 No. 332

Electronic signature of me, John Hanslow affixed by me, or at my direction, on 06/11/2025

.....
(Signature) Tier Three Attorney
By executing this instrument, the Attorney states that the Attorney has received no notice of the revocation of the Power of Attorney.

**S117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation*

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NSW Land Registry Services
Level 30, 175 Liverpool Street Sydney NSW 200
GPO Box 15, Sydney NSW 2001
P (02) 8776 3575
E eConveyancingNSW@nswlrs.com.au
www.nswlrs.com.au

Lodgment Rules Exception Form

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

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

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

Lodgment Rules exception number:* 46

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

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

Form: 01TG
DocuSign Envelope ID: 5ED18000-8320-4F0D-B85D-B1F025FAAFDF

TRANSFER GRANTING EASEMENT

New South Wales
Real Property Act 1900

AH974497B

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**

Servient Tenement	Dominant Tenement
being LOT A in DP400192 Part of Auto-Consol 7398-83, ~~A/400192,~~ B/400192 and C/400192	An easement in gross pursuant to S88A of the Conveyancing Act 1919

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
898S	LPN: 123648F Reference: NB 9072199	TG

(C) **TRANSFEROR**

CAMPERDOWN SQUARE DEVELOPMENTS PTY LIMITED
ABN 68 128 734 181

(D) The transferor acknowledges receipt of the consideration of $ 1.00

and transfers and grants—

(E) **DESCRIPTION OF EASEMENT**

AN EASEMENT FOR ELECTRICITY AND OTHER PURPOSES MORE PARTICULARLY DESCRIBED IN ANNEXURE "A"

out of the servient tenement and appurtenant to the dominant tenement.

(F) Encumbrances (if applicable):

(G) **TRANSFEREE**

AUSGRID
ABN 67 505 337 385

RELODGED
9 SEP 2013
TIME: 11.15.

DATE

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

Corporation: Camperdown Square Developments Pty Limited
Authority: Section 127 of the Corporations Act

Signature of authorised person:
Name of authorised person: Jeffrey Taitz
Office held: Company Secretary

Signature of authorised person:
Name of authorised person: Michael Namsh
Office held: Director

I certify that I am an eligible witness and that the transferee's attorney signed this dealing in my presence. [See note* below].

Signature of witness: K. Rayner
Name of witness: KATHRYN RAYNER
Address of witness: 570 George Street
SYDNEY NSW 2000

Certified correct for the purposes of the Real Property Act 1900 by the transferee's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of attorney:
Attorney's name: TREVOR MARK ARMSTRONG
Signing on behalf of: Ausgrid
Power of attorney-Book: 4641
-No.: 639

** s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.*

DocuSign Envelope ID: 5ED18000-8320-4F0D-B85D-B1F025FAAFDF

THIS IS ANNEXURE "A" REFERRED TO IN THE TRANSFER GRANTING EASEMENT BETWEEN CAMPERDOWN SQUARE DEVELOPMENTS PTY LIMITED AS TRANSFEROR AND AUSGRID AS TRANSFEREE DATED:

An EASEMENT FOR ELECTRICITY AND OTHER PURPOSES affecting that part of the servient tenement shown as "EASEMENT FOR ELECTRICITY AND OTHER PURPOSES" on the plan annexed and marked 'B' on the terms and conditions set out in memorandum registered number AG823691. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

SIGNED FOR AND ON BEHALF OF CAMPERDOWN SQUARE DEVELOPMENTS PTY LIMITED

Jeffrey Tait Michael Nanning

SIGNED FOR AND ON BEHALF OF AUSGRID

TREVOR MARK ARMSTRONG

DocuSign Envelope ID: 5ED18000-8320-4F0D-B85D-B1F025FAAFDF

ANNEXURE "B"

LGA : MARRICKVILLE

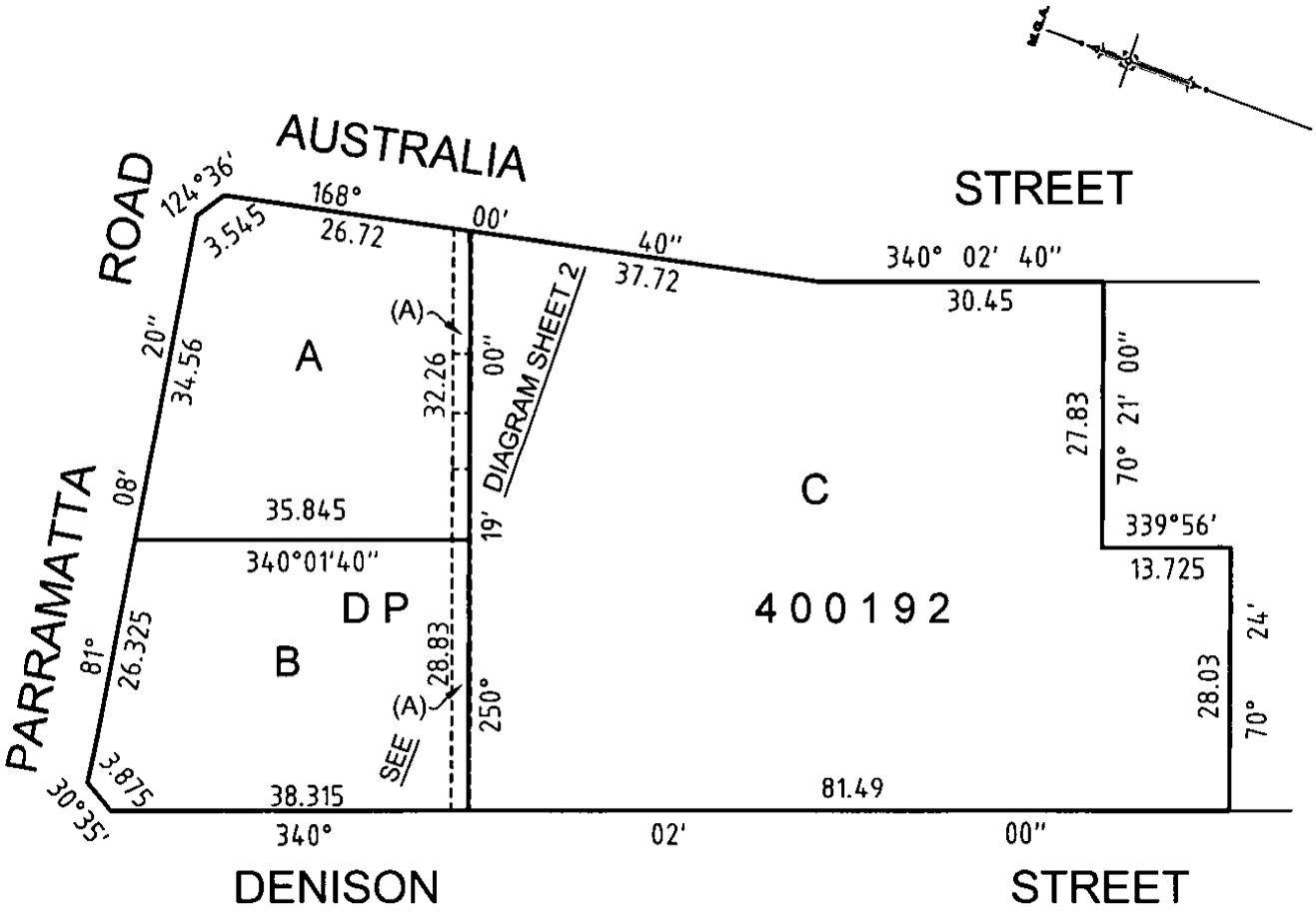
PLAN

OF EASEMENT

WITHIN LOTS A, B & C DP 400192

PARISH OF PETERSHAM - COUNTY OF CUMBERLAND

REDUCTION RATIO 1:800



(A) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE LIMITED IN STRATUM TO LEVELS SHOWN THUS RL

Joseph Monardo

REGISTERED SURVEYOR

LOCKLEY LAND TITLE SOLUTIONS

PH. 9879 6077

31/10/12

SIGNATURES AND SEALS OF PARTIES

DocuSign Envelope ID: 5ED18000-8320-4F0D-B85D-B1F025FAAFDF

ANNEXURE "B"

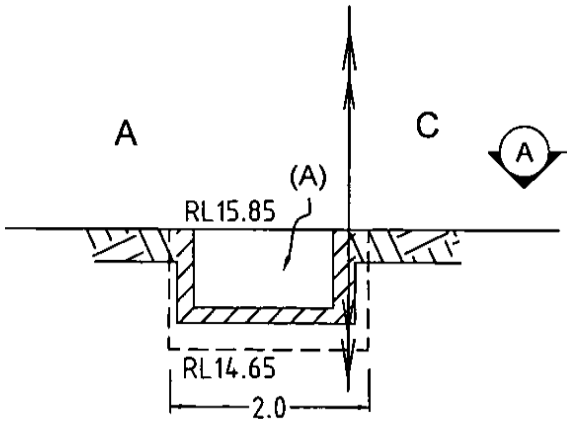
LGA : MARRICKVILLE

PLAN
OF EASEMENT
WITHIN LOTS A, B & C DP 400192

PARISH OF PETERSHAM - COUNTY OF CUMBERLAND

REDUCTION RATIO 1:300

SURVEYING AND SPATIAL INFORMATION REGULATION 2006: CLAUSE 35(1)(B) & 61(2)			
MARK	RL (AHD)	CLASS	ORDER
PM 53456	17.901	LB	L2
PM 61446	15.963	LB	L2



SECTION 'A'-'A'
N.T.S.
TYPICAL

AUSTRALIA STREET

168° 00' 40"
26.72
(1.815)
(0.205) 37.72
RL16.7~RL15.5
(A)
12.965
12.695
00"
00"
(12.72)
(1.8)
RL15.85~RL14.65
(0.2)
A
A
(A)
6.155
(6.155)
6.155
32.26
A
(1.8)
RL15.58~RL14.38
(6.155)
(0.2)
(A)
6.005
(6.005)
6.005
(1.8)
(0.2)
RL15.44~RL14.24
(A)
7.375
(7.375)
C
19'
(1.8)
35.845
340°01'40"
19'
36.205
28.83
28.83
B
(A)
250°
250°
38.315
(1.8)
(0.2)
81.49
RL14.9~RL13.7
340° 02' 00"

DENISON STREET

(A) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE LIMITED IN STRATUM TO LEVELS SHOWN THUS RL

Joseph Monaco

REGISTERED SURVEYOR
LOCKLEY LAND TITLE SOLUTIONS
PH. 9879 6077

31/10/12

Req:R652941 /Doc:DL AP604630 /Rev:16-Oct-2019 /NSW LRS /Pgs:ALL /Prt:15-Sep-2020 12:16 /Seq:1 of 67
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Form: 15CH
Release: 2.1
Licence: 01-05-086
Licensee: LEAP Legal Software Pty Limited
Firm name: J.S. Mueller & Co

CONSOLIDATION/ CHANGE OF BY-LAW:

AP604630V

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

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

(A) **TORRENS TITLE** For the common property CP/SP88940

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
47V	H.M. ALLEN & CO 123012E 67 Castlereagh St, Sydney 2000 Ph: 9232 3554, 9232 3652 Fax: 9221 8042 DX 437 SYDNEY Reference: JSM. 32050	CH

(C) The Owners-Strata Plan No 88940 certify that a special resolution was passed on 13 April 2019

(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 — By-Laws 5 and 20
Added by-law No — Special By-Laws 1, 2, 3, 4, 5 and 6
Amended by-law No — By-Laws 1, 2, 3, 4, 7, 8, 9, 11, 12, 14, 16, 17, 18, 21, 22, 23
as fully set out below:
See Annexure Hereto

(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 88940 was affixed on 11th October 2019 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: CHARLOTTE STORR

Authority: SENIOR STRATA MANAGER

Signature: _____

Name: LIVIA CUTRUPI

Authority: EXECUTIVE ASSISTANT

THE OWNERS - STRATA PLAN No. 88940
Common Seal

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JS MUELLER & CO
LAWYERS

STRATA PLAN NO. 88940

CONSOLIDATION OF BY-LAWS

ANNEXURE "A"

The seal of The Owners - Strata Plan No. 88940 was affixed on 11th OCTOBER 2019 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(s): CHARLOTTE STORK

Authority: SENIOR STRATA MANAGER

THE OWNERS - STRATA PLAN No. 88940
Common Seal

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By-Laws – The Gantry, 1-7 Gantry Lane, Camperdown

BY-LAW 1: Dictionary

1.1 In these by-laws these terms (in any form) mean:

Act means the Strata Schemes Management Act 2015 (as amended);

Authority means any government, semi government, statutory, public or other authority having any jurisdiction over the parcel, including the council;

Balcony means that part of a Lot which is noted as "B" on the Strata Plan;

Bicycle Storage Area means that part of the Common Property which is noted as "BS" on the Strata Plan;

Building means the building on the Parcel known as The Gantry;

Building Management Committee means the committee appointed under the Strata Management Statement;

By-laws mean these by-laws;

Car Parking Fee means the costs, fees and expenses incurred by or charged to the Owners Corporation in connection with administering, investigating compliance or enforcing by-law 8;

Car Space means a part of a Lot which has been approved by the relevant consent authority for use as a car space;

Building Manager means any person or corporation appointed by the Owners Corporation as a building manager in accordance with the Act;

Common Property means so much of the Parcel as from time to time is not comprised in any Lot;

Companion Animal has the meaning ascribed to that term in the Companion Animals Act 1998;

Council means Marrickville Council or its successor;

Enclosed Balcony means that part of a Lot which is noted as "EB" on the Strata Plan;

Excluded Dog means

a. pit bull terrier;
b. an American pit bull terrier;
c. a dogo argentine;
d. a fila brasileiro;
e. a Japanese tosa;
f. any other outcross;
g. any dog prohibited from importation into Australia by the Commonwealth government; and
h. any unregistered or dangerous dog under the Companion Animals Act 1998;

Strata Committee means the strata Committee of the Owners Corporation elected in accordance with the Act;

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Fire Safety Device means any structure or device contained within a Lot or Common Property that:

a. Monitors or signals the incidence of smoke, heat or fire within the Parcel;
b. Provides lighting in the case of smoke, heat or fire within the Parcel;
c. Controls access throughout the Parcel in the case of smoke, heat or fire in the Parcel (including doors, stairs and lifts);
d. Extinguishes or decreases the spread of fire, smoke or heat through the Parcel; or
e. Is required by Law for fire safety or that otherwise improves fire safety;

Fire Service Call-Out means any call-out in relation to emergency fire safety services to the strata scheme, including, without limitation, any call-out as a result of a telephone call to the fire brigade, the setting off of a Fire Safety Device, or an alert from any fire protection system located within the strata scheme.

Garbage and Recycling Room means the garbage and recycling room located on the Common Property;

Government Agency means any governmental, semi-government, statutory, public or other authority having jurisdiction over the Parcel;

Itinerant Use means short term accommodation or shelter or itinerant use, that is or may be available for public accommodation, including but not limited to:

a. short-term tourists or backpackers; and
b. in hotels, motels, apartment hotels, bed and breakfast facilities, rental cabins and/or hostels

and also means the use of a lot by a person not ordinarily being a resident of the lot, for the purposes of dog sitting and/or house sitting;

Law includes:

a. The provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and
b. A requirement, notice, order, consent or direction received from or given by a statutory, public or other competent authority;

Lot means a lot in the Strata Plan;

Minimum Lease Term means a period of more than three (3) months;

Occupier means any person in lawful occupation of a lot or any part of a Lot;

Original Owner means Camperdown Square Development Pty Limited ACN 128 734 181;

Owner means:

a. except as provided in paragraph b., a person for the time being recorded in the register as being entitled to an estate in fee simple in that Lot; or

b. a person whose name has been entered on the strata roll as an owner of a Lot in accordance with section 178 of the Act;

Owners Corporation means the Owners Corporation for the Strata Scheme;
Parcel the land comprised in the Strata Scheme;

Parcel means the land compromised in the Stata Scheme

Pet Friendly Development means that the Gantry allows Owners to keep pets in accordance with the requirements outlined in by-law 9

Permitted Person means a person on the Parcel with the express or implied consent of an Owner or Occupier;

Residential Lot means a lot in the Strata Scheme used or permitted to be used for residential accommodation.

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Retail/Commercial Lot means each of Lots 2 and 4 in DP 1183831, or both of them;

Screens means any fly screens or other external screen or door which is attached to windows or doors;

Security Key means a key, magnetic or other device used to:

a. Open and close gates or locks; or
b. Operate alarms, security systems or communications systems; or
c. Operate any equipment or system if applicable;

Strata Management Statement means the strata management statement registered with the Strata Plan or with another strata plan for the Building (as the case may be).

Strata Manager means the strata managing agent appointed or to be appointed by the Owners Corporation and includes a reference to employees and contractors of the strata managing agent;

Strata Plan means the strata plan registered with these by-laws;

Strata Scheme means the strata scheme constituted on registration of the Strata Plan;

Storage Area means that part of a Lot which is noted as "S" on the Strata Plan;

Visitor means a person, not being an owner or Occupier of a lot, invited, requested or permitted on to the parcel by an owner or occupier; and

Visitor Car Parking Space means that part of the Common Property noted as "VIS" on the Strata Plan.

Interpretation

1.2 A word appearing and not defined in these by-laws but defined in the Act has the meaning under the act.

1.3 In these by-laws unless the contrary intention appears a reference to:

a. The singular includes the plural and vice versa;
b. Any gender includes all other genders;
c. A person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;
d. This instrument includes any variation or replacement of it.

1.4 If the whole or any part of a provision of these by-laws is invalid or unenforceable, the validity or enforceability of the remaining by-laws is not affected.

1.5 Headings are inserted for convenience of reference only and must be ignored in the interpretation of these by-laws.

1.6 The word "includes" in any form is not a word of limitation.

1.7 A reference to Law includes all Law amending, consolidating or replacing Law.

Owners Corporation Consent

1.8 A person must make an application for the consent of the Owners Corporation under these by-laws in writing.

1.9 Subject to an express provision in these by-laws the Owners Corporation must acting reasonably;

a. Give consent conditionally or unconditionally; or
b. Withhold its consent.

1.10 An Owner or Occupier must comply with any conditions imposed by the Owners Corporation in the granting of consent.

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1.11 Subject to an express provision in these by-law or any provision of the Act, consents by the Owners Corporation under these by-laws may be given by:

a. The Owners Corporation at a general meeting; or

b. The Strata Committee at a Strata Committee meeting; or

c. where permitted under the Act, by a decision of the Strata Committee.

1.12 The Owners Corporation must give any consent required under these by-laws in writing.

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2.1 These by-laws set out the rules of the Strata Scheme and bind:

a. Owners;

b. Occupiers;

c. The Owners Corporation;

d. Permitted Persons; and

e. Mortgagees in possession of a Lot.

Strata Management Statement

2.2 The Strata Management Statement is binding on the Owners Corporation and on each Owner, Mortgagee in possession or lessee of a lot in the Strata Plan, all of whom must perform and observe the provisions of the Strata Management Statement.

2.3 When appointing a Strata Manager, the Owners Corporation may (but is not obliged to) appoint the same Strata Manager appointed by the Building Management Committee.

2.4 The Owners Corporation must at all times, act in good faith and in a way that is consistent with the operation of the Strata Scheme.

Compliance with these By-Laws

2.5 Each Owner and Occupier must, at their own expense and in a timely fashion, perform and observe these by-laws and take all reasonable steps to ensure that their invitees also comply with these by-laws. If an invitee does not comply, the Owner or Occupier must take all reasonable steps to ensure that the invitee leaves the Strata Scheme.

Compliance with Laws

2.6 Each Owner and Occupier must perform and observe all Laws relating to their lot including without limitation any requirement, notices and orders of any Government Agency.

Covenants and Easements

2.7 Each Owner and Occupier must perform and observe the provisions of any covenant, easement or right of way affecting their Lot or the Common Property.

Levies

2.8 Each Owner must pay all levies and other amounts required to be paid by them pursuant to these by-laws and the provisions of the Act.

Non-compliance

2.9 The following provisions apply if an Owner or Occupier fails to comply with these by-laws:

a. The Owners Corporation may enforce a by-law by legal means;

b. The Owners Corporation may do any work on or in a Lot which should have been done by an Owner or Occupier;

c. If the Owners Corporation must do work on or in a Lot, an Owner or Occupier must:

i. Give the Owners Corporation or persons authorised by it access to the Lot; and

ii. Pay the Owners Corporation for its costs of doing the work;

d. The Owners Corporation may recover any money owed to it by an Owner under the by-laws or the Act as a debt; and

e. The powers of the Owners Corporation under this by-law are in addition to those available to it under the Act.

Applications

2.10 Any Application or other communication by an Owner or Occupier to the Owners Corporation must be made in writing and delivered to the Strata Manager."

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Noise and Vibration

3.1 (a) An Owner or Occupier must not create noise or vibration on a Lot or the Common Property which is likely to interfere with another Owner or Occupier's right to peaceful enjoyment of a Lot or the Common Property.

(b) Without limiting the foregoing provision, an Owner or Occupier of a Lot must not shout, play music or a musical instrument, so that such noise is audible in another Lot during the times in which residential noise is restricted, as prescribed by Council.

Behaviour

3.2 An Owner or Occupier must not:

a. Obstruct lawful use of Common Property; or

b. Use language or behave in a manner likely to cause offence or embarrassment to an Owner or Occupier.

Children

3.3 An Owner or Occupier must ensure that children are supervised at all times whilst on areas of the Common Property, and must ensure that a child under the care and control of that Owner or Occupier only remains in or on areas of Common Property which are of possible danger or hazard to children if the child is accompanied by an adult exercising effective control.

Permitted Persons

3.4 An Owner or Occupier must ensure that a Permitted Person does not behave in a manner which is likely to interfere with another Owner or Occupier's or any other Permitted Person's right to peaceful enjoyment of a Lot or the Common Property.

Increasing Insurance

3.5 An Owner or Occupier must not do anything that might invalidate, suspend, or increase the premium payable for any insurance effected by the Owners Corporation.

3.6 If the use of a Lot results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, then, subject to the provisions of the Act, the Owner of the relevant Lot must pay to the Owners Corporation, that increase in premium within 5 business days of notification in writing by the Owners Corporation.

3.7 Provided the owner of the relevant Lot complies with by-law 3.6, it will not be in breach of by-law 3.5 with respect to any increase in premium arising out of the use of its Lot.

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Obligations of Owners and Occupiers

4.1 An Owner or Occupier may (unless specifically permitted by these by-laws) only do the following to Common Property if that Owner or Occupier first obtains the consent of the Owners Corporation:

a. Leave anything on Common Property;
b. Obstruct the use of Common Property;
c. Use any part of Common Property for the Owner's or Occupier's own purposes;
d. Erect any structure on Common Property;
e. Attach any item to Common Property;
f. Do or permit anything to be done to Common Property which might cause damage or;
g. Alter Common Property.

4.2 By-law 23 applies to the carrying out of building works or alterations and may apply to paragraph (d), (e), or (g) of by-law 4.1.

4.3 An Owner or Occupier must:

a. Give notice to the Owners Corporation of any damage to or any defect in the Common Property immediately after an Owner or Occupier becomes aware of any damage or defect;
b. Use a thing on the Common Property only for the purpose for which it was constructed or provided; and
c. Only use or enjoy the Common Property in a manner or for a purpose which does not unreasonably interfere with the use and enjoyment of the Common Property by another Owner or Occupier or a Permitted Person.

4.4 Except with the prior consent of the Owners Corporation, an Owner or Occupier must not deposit or throw on the Common Property any rubbish, dirt, dust, or other material or discarded item.

Damage to Common Property

4.5 If an Owner, Occupier or Permitted Person causes damage to the Common Property while that Owner, Occupier or Permitted Person uses the Common Property, then that Owner or Occupier must:

a. Promptly notify the Owners Corporation of the damage caused; and
b. Compensate the Owners Corporation accordingly.

4.6 Owners and Occupiers are responsible for and must compensate the Owners Corporation accordingly in the event an item of property of the Owner or Occupier in a Lot causes damage to the Common Property, including without limitation any water or other damage arising from faulty or failing appliances.

Safety

4.7 The Owners Corporation must have a suitably qualified or licensed person carry out a safety inspection of the Common Property at intervals as required by Law.

Fire

4.8 The Owners Corporation must:

a. Prominently display in the Building the annual fire safety statement together with a copy of the current fire safety schedule in respect of each essential fire safety measure as required under the relevant Law;

b. Arrange for inspections of each essential fire safety measure by a suitably qualified person in accordance with the relevant Law; and

c. Provide a copy of the annual fire safety statement referred to in by-law 4.8 b. to Council.

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BY-LAW 6: External Appearance

General

6.1 An Owner or Occupier must not keep anything within a Lot which is visible from the Common Property or outside of the Building that is not in keeping with the appearance of the Building without the consent of the Owners Corporation.

Window Coverings

6.2 To ensure the architectural integrity of the Building:

a. Window coverings including louvres, curtains or blinds when viewed from the exterior of the Building must be neutral in colour in keeping with the appearance of the building.

Hanging of Washing & Other Items

6.3 An owner or Occupier must not hang any washing, bedding, towels, wetsuits or other articles of a similar nature on any part of the Building's Common Property including from the Balcony or Enclosed Balcony if they can be viewed from outside the Lot of that Owner or Occupier.

Screens

6.4 An Owner or Occupier must not install Screens to an entry door to a Lot.

6.5 An Owner or Occupier may install Screens which face the exterior of the Building so long as the Screen is finished in a colour matching the colour of the window frames. Any enquiries in relation to the colour and finish must be directed to the Owners Corporation.

Signage

6.6 An Owner or Occupier must not erect any signage (whether temporary or permanent), including any "for sale" or "for lease" signs, on a Lot, on Common Property or such that can be seen from outside a Lot without the approval of the Executive Committee and if required, any Government Agency.

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Noise

7.1 An Owner or Occupier must ensure that all floor space within an Owner's Lot is covered or otherwise treated to stop the transmission of noise that might unreasonably disturb another Owner or Occupier.

Standard

7.2 Without limiting the requirements of this by-law, if an Owner or Occupier has or wishes to use a floor finish within an Owner's Lot other than carpet and underlay, where carpet and underlay originally existed, the floor finish must be insulated with soundproofing underlay as specified by the Owners Corporation from time to time and shall not have a weighted standardised impact sound pressure level L'nT, w exceeding 50 when measured in situ in accordance with Australian Standard "AS ISO 140.7-2006 Field measurements of impact sound insulation of floors" and rated to AS ISO 717.2-2004" Acoustics – Rating of sound insulation in buildings and of building elements.

Consent

7.3 Except where an Owner or Occupier is replacing a floor finish with carpet and underlay, an Owner must obtain the consent of the Owners Corporation before changing or altering the floor finish within a Lot. The Owners Corporation must deal promptly with a request for consent under this by-law and must not unreasonably refuse such request provided a report satisfying the requirements set out in by-law 7.4 has been furnished to the Owners Corporation.

Report

7.4 An application for consent by an Owner under by-law 7.3 must include a report from a qualified acoustic engineer that analyses the proposed floor finish, method of installation and the effect on sound transmission, including impact noise, following installation. The report must state that the proposed floor finish will not breach by-law 7.1 and will comply with by-law 7.2.

7.5 Following the installation of a floor finish other than carpet and underlay, to demonstrate compliance with this by-law 7, an Owner must provide the Owners Corporation with a certificate from a qualified acoustic engineer. The certificate must state that the qualified acoustic engineer has tested the floor finish as installed to ensure that the installation and resulting sound transmission meet the parameters set out in this by-law 7 including those in the report required under by-law 7.4. If such certificate is not provided to the Owners Corporation within 3 months of installation of the new floor finish, the Owners Corporation has the right to require the new floor finish to be replaced with carpet and underlay at the cost of the Owner.

7.6 The Owners Corporation may at any stage conduct further testing of the floor finish (at the expense of the Owners Corporation) to ensure continued compliance with by-law 7.2.

7.7 If the results of the further testing carried out by the Owners Corporation under by-law 7.6 show that there is a non-compliance with the standard set out in by-law 7.2, the Owners Corporation may request that the Owner carry out all works necessary for the floor finish to comply with the standard set out in by-law 7.2 within 14 days of the Owners Corporation's request.

7.8 If the Owner does not carry out all works necessary for the floor finish to comply with the standard set out in by-law 7.2 within 14 days of the Owners Corporation's request, the Owners Corporation has the right to require the new floor finish to be replaced with carpet and underlay at the cost of the Owner.

Furniture

7.9 Where a floor finish other than carpet and underlay has been installed (whether on or prior to registration of the Strata Plan or otherwise) an Owner or Occupier must ensure that any item of furniture or the like that is placed directly on that floor is fitted with pads or the like (such as self- adhesive heavy duty felt) to minimise the transmission of noise when that item is moved over the floor.

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Kitchen, etc. excluded

7.10 This by-law does not apply to floor space with tiled areas in existence on or prior to registration of the Strata Plan including in areas comprising a kitchen, eating areas, laundry, lavatory, bathroom or entries.

Compliance

7.11 An Owner or Occupier will be liable for any damage caused to any part of the Common Property as a result of the installation of a floor finish pursuant to and contemplated by this by-law 7 and will make good at their own cost that damage immediately after it has occurred.

7.12 An Owner or Occupier must indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the installation, use, repair, removal, relocation or replacement of any floor finish including any liability in respect of the property of the Owner or Occupier.

7.13 If an Owner or Occupier fails to comply with any obligation under this by-law 7, then the Owners Corporation may:

a. request, in writing, that the Owner or Occupier comply with the terms of it;

b. enter the lot and carry out any acoustic testing if it deems appropriate. An Owner must provide access to the Lot within a reasonable time once a request for access has been served on the Owner;

c. without prejudice to any other rights, enter upon any part of the parcel, including the Lot, to carry out reasonable work; and

d. recover the costs of carrying out that work from the Owner. Such costs, if not paid at the end of one month after becoming due and payable bear, until paid, a simple interest at an annual rate of 10%. The Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable and any interest payable thereon and the costs and expenses of the Owners Corporation incurred in recovering those amounts."

7.14 All flooring works and floor finishes undertaken to and/or installed in a lot must be undertaken and/or installed in accordance with all applicable Australian Standards at all times.

Flooring Works and other by-law provisions

7.15 All flooring works that are:

a. before the making of Special By-Law No.1 for Cosmetic Works, Minor and Major Renovations, "Major Works" or "Minor Works" within the meaning of By-Law 23 must be undertaken in accordance with the provisions of By-Law 23; or

b. after the making of Special By-Law No.1 for Cosmetic Works, Minor and Major Renovations, must be undertaken in accordance with the provisions of Special By-Law 1 whether as minor renovations or major renovations depending on the nature of the works undertaken.

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Storage Areas

8.1 An Owner or Occupier must:

a. not obstruct or otherwise interfere with the mechanical ventilation of any Storage Area and any fire services located in any Storage Area;
b. not, except with the prior written approval of the Owners Corporation, use or store in a Storage Area any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material;
c. be responsible for the repair of any damage caused to a Storage Area and Common Property as a result of the use of the Storage Area;
d. ensure that a Storage Area is kept clean and free of rubbish and vermin;
e. ensure that ventilation of the Storage Area is not adversely affected due to the items stored; and
f. not unreasonably restrict access to a Storage Area if access to the Storage Area is required by the Owners Corporation or another Owner or Occupier for the purpose of carrying out maintenance in the vicinity of the Storage Area.

Bicycle Storage

8.2 An Owner or Occupier must not:

a. permit any bicycle to be stored on the Common Property, other than in a Bicycle Storage Area or such other area as may be designated by the Owners Corporation from time to time as a bicycle storage area; and
b. permit any bicycle to be kept in any part of the Common Property including the foyer, stairwells, hallways, garden areas, walkways, Balcony, Enclosed Balcony, or other parts of the Common Property, other than as designated under by-law 8.2(a).

Grant of Powers

8.3 In addition to the powers, authorities, duties and functions conferred by or imposed on it pursuant to the Act, the Owners Corporation shall have the additional powers, authorities, duties and functions in relation to car parking subject to the conditions of this by-law as follows:

a. the power to regulate the use of the Common Property and the Visitor Car Parking Space for parking of motor or other vehicles;
b. the power to enter into arrangements with third parties (including vehicle towing services) to remove motor or other vehicles that are parked or left in contravention of this by-law; and
c. the power to erect signage regarding parking including advising that motor or other vehicles parked or left in contravention of this by-law will be removed from the parcel.

Conditions

8.4 The Owner or Occupier is permitted to, for the purpose of loading or unloading furniture or large objects, cause a motor or other vehicle to park or stand upon the Common Property or a Visitor Car Parking Space for a maximum of two (2) hours.

8.5 Subject to by-law 8.4, the Owner or Occupier of a Lot shall not cause or permit at any time any of the following:

a. the Owner or Occupier of a Lot to park or stand a motor or other vehicle upon the Common Property or a Visitor Car Parking Space;
b. a Visitor to park or stand a motor or other vehicle upon the Common Property (excluding the Visitor Car Parking Space);
c. a Visitor to park or stand a motor or other vehicle upon the Visitor Car Parking Space for longer than two (2) nights per week.
d. any employee, contractor, tradesperson, removalist or the like to:

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i. park or stand a motor or other vehicle upon the Visitor Car Parking Space for a period exceeding two (2) consecutive hours; or

ii. repair a motor or other vehicle upon the Visitor Car Parking Space;

e. the repair, or allow to be repaired, a motor or other vehicle upon the Visitor Car Parking Space or the Common Property;

f. the leasing or hiring of any parking space comprised in any Lot or any other area to which the Owner or Occupier of a Lot has a right of use to a person other than an Owner or Occupier of a Lot;

g. a vehicle to be driven on or through the Common Property at a speed greater than 10 kilometres per hour except with the prior written approval of the Owners Corporation.

8.6 An Owner or Occupier of a Lot can make a written application prior to the expiry of the time outlined in by-law 8.5 to the Owners Corporation or Strata Committee to be exempted from the restriction(s) under by-law 8.5.

8.7 The Owners Corporation or Strata Committee shall not unreasonably refuse consent to an application made pursuant to by-law 8.6, however the Owners Corporation or Strata Committee at its absolute discretion may impose such conditions on the Owner or Occupier of a Lot as are reasonably necessary in relation to the parking or standing of a motor or other vehicle upon the Common Property or upon a Visitor Car Parking Space.

8.8 The Owners Corporation, Strata Committee or Strata Manager, for the purpose of the control, management and use of the Common Property and the Visitor Car Parking Space Area and particularly the parking or standing of a motor or other vehicle upon the Common Property or upon a Visitor Car Parking Space, may: -

a. install barriers consisting of chains or bollards in such places as are reasonably necessary to regulate the standing of motor or other vehicles in or on the Common Property or a Visitor Car Parking Space;

b. install signage on the Common Property or a Visitor Car Parking Space of the effect of this by-law and placing limitations on the standing or parking of motor or other vehicles;

c. place a notice on or about the windscreen of any motor or other vehicles parking or standing in or on the Common Property or a Visitor Car Parking Space in contravention of this by-law or any resolution of the Owners Corporation or Strata Committee under this by- law;

d. remove any motor or other vehicle parked or standing in or on the Common Property or a Visitor Car Parking Space in contravention of this by-law or the Act, in accordance with the Act;

e. take such further action consistent with this by-law as is lawful, reasonable and necessary in order to regulate or restrict the parking of motor or other vehicles in or on the Common Property or a Visitor Car Parking Space.

8.9 An Owner or Occupier of a Lot is liable for a breach by their employees, tradespersons, contractors and Visitors of the terms on signage erected in accordance with this by-law or for any other breach of this by-law.

Default by Owner

8.10 The Owners Corporation my recover from the Owner or Occupier of a Lot the Car Parking Fee.

8.11 Any amount recoverable against an Owner or Occupier of a Lot are due and payable by the Owner or Occupier at the end of one (1) month from the Owners Corporation serving notice on the Owner or Occupier of the said amount.

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8.12 Any amount recoverable against an Owner or Occupier of a Lot under this by-law bears simple interest at an annual rate of 10% one (1) month from the date the amount is due and payable.

8.13 The Owners Corporation may recover as a debt any amount recoverable against an Owner or Occupier of a Lot if not paid at the end of one (1) month after the amount(s) is due and payable, and any interest payable thereon, and the costs and expenses of the Owners Corporation incurred in recovering that amount.

8.14 An Owner or Occupier of a Lot shall indemnify and keep indemnified the Owners Corporation from any claims, losses, damages, costs, fees, expenses, fines and penalties incurred or suffered by or claimed against the Owners Corporation caused by, arising out of or in relation to an Owner or Occupier failing to comply with this by-law.

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Permitted Animals

9.1 An Owner or Occupier may keep without the consent of the Owners Corporation:

a. Fish in an enclosed aquarium;

b. 1 caged bird;

c. 1 dog (other than an Excluded Dog); or

d. 1 cat.

Consent

9.2 An Owner or Occupier must obtain the consent of the Owners Corporation before that Owner or Occupier keeps:

a. Any other type of animal; or

b. More than 1 dog (other than an Excluded Dog) or 1 cat at the same time; or

c. 1 dog (other than an Excluded Dog) and 1 cat at the same time.

9.3 The application for consent referred to in by-law 9.2 must be made in writing to the Owners Corporation and must contain the following:

a. a detailed description of the animal proposed to be kept (including details of the name, breed and size of the animal);

b. a photograph of the animal (if available); and

c. a copy of any registration/licence for the animal.

9.4 An application for consent of the keeping of an animal by an Owner or Occupier is to be considered by the Owners Corporation at either a general meeting of the Owners Corporation or at a Strata Committee meeting within 14 days of the date of the application. Failure to comply with this by-law 9.4 does not amount to consent.

9.5 The Owners Corporation or the Strata Committee (as the case may be) must act reasonably when considering an application for approval to the keeping of an animal on a Lot in the Strata Scheme.

Rules

9.6 If an Owner or Occupier is entitled to keep an animal in accordance with this by-law (whether as permitted under by-law 9.1, or with the consent of the Owners Corporation), or if an Owner or Occupier keeps an animal that is an assistance animal (within the meaning of section 9 of the Commonwealth Disability Discrimination Act 1992), then the Owner or Occupier shall:

a. keep the animal in compliance with the *Companion Animals Act 1998* (where applicable);

b. keep the animal within the boundaries of their Lot;

c. take such action as necessary to promptly clean all areas of the Lot and Common Property that are soiled by the animal including by making use of, where applicable, a

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soiling bag which must properly and hygienically be disposed of in a non-offending manner that prevents the emission of odour;

d. ensure that the animal is microchipped and is wearing an identification tag or collar containing the contact details of its owner at all times (where required by law);

e. prohibit the animal from walking or running on all grassed and garden areas in common areas;

f. ensure the animal is on a leash at all times when it is on the Common Property;

g. ensure that any product arising from the disposal of food and litter waste is securely packaged to limit:

i. odours occurring in the receptacles for garbage; or

ii. the attraction of vermin or other pests to the Common Property including the area designated for the storage of receptacles for garbage;

h. comply with any directions of or guidelines as may be published by the Strata Committee or Owners Corporation from time to time;

i. do all acts and things necessary to ensure that no noise is created by the animal which is likely to interfere with the peaceful enjoyment of an Owner or Occupier of another Lot or of any person lawfully using the Common Property and without limiting the foregoing, an Owner or Occupier must not permit any dogs in that lot to bark continuously, so that such noise is audible in another Lot; and

j. remain liable for any damage to a Lot or to Common Property arising out of the keeping of the animal and indemnify and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the keeping of the animal including any injury to any person, and damage to a Lot or to Common Property.

9.7 An Owner or Occupier of a Lot must ensure that any Permitted Person complies with this by-law 9 whilst that person is in a Lot or on the Common Property.

9.8 This by-law 9:

a. does not permit the keeping of an Excluded Dog; but

b. does not prevent the keeping of a dog used as a guide, companion or hearing dog; and

c. without limiting the foregoing provision, does not prevent the keeping of an assistance animal within the meaning of section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

9.9 An Owner or Occupier of a Lot who keeps an assistance animal on the Lot must, if required to do so by the Strata Committee or the Owners Corporation, provide evidence to the Owners Corporation demonstrating that the animal being kept on the lot is an assistance animal within the meaning of section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

9.10 If an Owner or Occupier does not comply with any obligation under this by-law 9 then the Owners Corporation may (at its absolute discretion) revoke any approval given under this by-law 9 or otherwise and will give notice of such revocation to the Owner or Occupier and request removal of the animal.

9.11 If any approval to keep an animal under this by-law 9 or otherwise is revoked by the Owners Corporation then the Owner and/or Occupier shall remove the animal within 7 days from the date that a written notice is given to the Owner or Occupier by the Owners Corporation.

9.12 An Owner or Occupier is responsible for ensuring that any employees, tradespersons, contractors and Visitors comply with the provisions of this by-law 9.

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9.13 Any approval given by the Owners Corporation under by-law 9.4 may contain any reasonable conditions approved by the Owners Corporation at the time that the consent is given.

9.14 Any consent granted under this by-law is only applicable for the life of that particular animal.

BY-LAW 10: Cleaning

Cleaning and Maintenance of Lot

10.1 Each Owner and Occupier must keep their Lot:
- a. Clean and tidy;
- b. Free from rubbish; and
- c. In good repair and condition.

Windows and Doors

10.2 An Owner or Occupier must keep clean all exterior surface of glass in windows and doors (and if applicable glass Balcony and Enclosed Balcony louvres and retractable glass walls) on the boundary of the Lot, including so much as is Common Property, unless:
- a. The Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
- b. That glass or part of the glass cannot be accessed by the Owner or Occupier safely or at all.

Balconies and Gardens

10.3 An owner or Occupier must keep all internal gardens within a Lot and Balconies clean, tidy and well maintained.

10.4 If there are planter boxes on or within a Balcony, an Owner or Occupier must:
- a. Properly maintain the soil in the planter boxes;
- b. When watering the plants or soil make sure that water does not go on to Common Property or another Lot; and
- c. Balconies must not be:
  - a. Used for the storage of goods; or
  - b. Enclosed in any way.

10.5 Upholstered furniture, whose primary purpose is for internal use must not be placed within a balcony.

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11.1 An Owner or Occupier must comply with any provisions of the Strata Management Statement with respect to the loading and unloading and transport of any furniture or large objects.

11.2 An Owner or Occupier of a Lot who is moving in or out of the Building (or any invitees of the Owner or the Occupier of a Lot) must not transport any goods and equipment, furniture or large objects through or on Common Property within the Building except in accordance with this By- Law 11 and only after sufficient notice (being at least 48 hours prior notice) has first been given to the Strata Committee or the Strata Manager, so as to allow a representative of the Owners Corporation to be present at the time when the Owner or Occupier (or any invitees) does so.

11.3 Before an Owner or Occupier (or any invitees of the Owner or the Occupier of a Lot) moves any goods and equipment, furniture or large objects through or on Common Property within the

Building ("**Removals**"), the Owner or Occupier must make arrangements with the Strata Committee or the Strata Manager in writing within a reasonable time (at least 24 hours) before the Removals are carried out:

a. to book the lift;

b. to ensure that lift covers are in place;

c. to give notice of any necessary security arrangements; and

d. to notify any representative of the Owners Corporation (if considered necessary).

11.4 Removals may only be carried out on Monday to Saturday between the hours of 8.00am and 4.00pm or in accordance with the permitted hours determined by the Owners Corporation from time to time.

11.5 An Owner or Occupier of a Lot must ensure that:

a. all Removals are to be carried out in the lift booked with the Strata Committee or the Strata Manager;

b. all areas are protected from damage when carrying out Removals and all rubbish is removed from the Strata Scheme and its surrounds; and

c. all Removals are transported in the manner reasonably directed by the Strata Committee or the Strata Manager; and

d. all deliveries whatsoever, particularly deliveries by removalist trucks or otherwise are to be made or received from those areas in the Common Property in the Building designated for such purposes.

11.6 In the event of any damage to the Common Property resulting from a failure by the Owner or Occupier of a Lot to comply with the provisions of this by-law 11, then the Owners Corporation may repair such damage, and is entitled to recover from the Owner or Occupier of that Lot all the Owners Corporation's costs of undertaking such repairs. Such costs shall be a debt due and payable on demand by the Owner or Occupier of that Lot to the Owners Corporation.

11.7 For the purposes of this by-law 11, "goods and equipment" includes construction materials, construction equipment and the like."

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General

12.1 An Owner or Occupier may access the Garbage and Recycling Room.

12.2 Each floor of the Building also has a garbage chute for an Owner or Occupier to deposit garbage and waste (other than recyclable materials).

12.3 Subject to by-law 12.7, an Owner or Occupier may place garbage and waste directly in the main Garbage and Recycling Room or in the garbage chutes (depending on size and volume).

Council Collection

12.4 The Owners Corporation acknowledges that the Council or a private contractor may be responsible for collecting the garbage and recyclable materials only from the garbage collection point located on Denison Street.

12.5 The Owners Corporation must ensure the garbage bins are placed on Denison Street for collection after 7.00pm on the day prior to collection and returned to the Garbage and Recycling Room within two (2) hours of the garbage being collected by Council or a private contractor.

12.6 Other than in accordance with this by-law, garbage, trade waste or recyclable material must not be placed outside the Building at any time.

"**Owner and Occupier Obligations**

12.7 An Owner or Occupier must ensure that:

a. Garbage is drained and securely wrapped before being placed in a garbage container or chute;

b. Recyclable materials are placed in a container designated for that purpose in the Garbage and Recycling Room and are separated and prepared in accordance with the applicable recycling guidelines;

c. Bottles are drained and cleaned and not broken before placing them in a garbage container designated for that purpose and that bottles, glass or liquid are not deposited in a garbage chute; and

d. No large items are placed in a garbage chute that might cause a blockage; and

e. No items that are not appropriate for disposal in a toilet or the plumbing system (for example such as nappies, baby wipes or other wipes) are to be placed in or disposed of in a toilet or the plumbing system of a Lot or the Common Property; and

f. Any reasonable directions of the Owners Corporation, and any signs posted by the Owners Corporation on the Common Property with instructions, on the storage, handling, collection and disposal of recyclable material, garbage or waste including the cleaning of or disposal of any spilled garbage or waste, are complied with; and

g. Any guidelines for the storage, handling, collection and disposal of recyclable material, garbage or waste of the Council or any private contractor responsible for the collection of recyclable material, garbage or waste are complied with.

Cleaning up spills

12.8 An Owner or Occupier must immediately clean up any spillage or waste, garbage or recyclable material on Common Property which is caused by that Owner or Occupier.

12.9 If an Owner or Occupier does not comply with by-law 12.7, the Owners Corporation can do so and can charge the Owner or Occupier a reasonable fee for doing so.

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BY-LAW 13: Provision Of Amenities Or Services

13.1 Subject to by-law 13.2, the Owners Corporation may determine to enter into arrangements for the provision of amenities or services to 1 or more of the Lots, or to the Owners or Occupiers including:

i. Window cleaning;
ii. Garbage disposal and recycling services;
iii. Electricity, water or gas supply;
iv. Telecommunication services;
v. Landscaping and gardening;
vi. General cleaning; and
vii. Security services.

13.2 If the Owners Corporation makes a determination referred to in this by-law to provide an amenity or service to a Lot or to an Owner or Occupier, it must indicate in the determination the amount for which, or the conditions on which, it will provide the amenity or service.

BY-LAW 14: Security Keys

Owners Corporation

14.1 The Owners Corporation may restrict access to the Building or parts of the Building by means of Security Keys.

14.2 The Owners Corporation must make keys available to:

a. Owners and Occupiers; and

b. Persons authorised by the Owners Corporation.

Fee

14.3 The Owners Corporation may charge a reasonable fee for an additional or replacement Security Key required by an Owner or Occupier.

Occupiers

14.4 An Owner must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Owner or the Owners Corporation.

Rules

14.5 A person to whom a Security Key is made available must:

a. Not duplicate or copy the Security Key;
b. Immediately notify the Owners Corporation if the Security Key is lost, stolen or misplaced;
c. Use reasonable endeavours to ensure the Security Key remains within that person's control;
d. When requested by the Owners Corporation, immediately return the Security Key to the Owners Corporation; and
e. Take all reasonable steps to safeguard the Security Key against loss, damage or theft

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BY-LAW 15: Owners Corporation May Carry Out Work

Owners Corporation rights

15.1 The Owners Corporation may do anything on or in a Lot:

a. Which should have been done under these by-laws but has not been done or has not been done properly;
b. To comply with these by-laws, including remedying, removing or restoring anything on that Lot which is prohibited under these by-laws; or
c. To gain access to Common Property for any reasonable purpose.

15.2 If by-law 15.1 applies, the Owners Corporation (including any representative, contractor or agent) is entitled to:

a. Enter and remain on the Lot for as long as is necessary; and
b. Recover any costs associated with carrying out works under these by-laws from the Owner.

Notice

15.3 An Owner or Occupier must consent to the Owners Corporation entering onto a Lot to carry out work reasonably required to discharge or give effect to the Owners Corporation's obligations to repair and maintain the Parcel so long as:

a. Reasonable notice is given to the Owner and Occupier whose Lot the Owners Corporation must enter; and
b. The Owners Corporation uses reasonable endeavours to cause little inconvenience as possible to the Owner and Occupier affected.

15.4 By-law 15.3 is in addition to the powers of the Owners Corporation under the Act.

BY-LAW 16: Air Conditioning

Owner's Components

16.1 Owners have the exclusive use and enjoyment of the components of the air conditioning system exclusively servicing that Owner's Lot.

16.2 The Owners are responsible for the proper repair, maintenance and replacement of the components of the air conditioning system referred to in by-law 16.1.

16.3 Without limiting the provisions of by-law 16.2, an Owner of Lot is responsible for and must ensure that any air conditioning system exclusively servicing that Owner's Lot does not cause or create noise or vibration which is likely to interfere with another Owner or Occupier's right to peaceful enjoyment of another Lot or the Common Property.

Make Good and Indemnity

16.4 Damage to the Common Property adjacent to the air conditioning components referred to in this by-law 16 that are caused directly or indirectly by an Owner or Occupier must be made good by and at the cost of that Owner or Occupier in a proper and workmanlike manner and to the satisfaction of the Owners Corporation.

16.5 An Owner must indemnify the Owners Corporation from and against claims, demands and liabilities of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise by the Owner or Occupier a Lot of the rights conferred by this by-law.

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BY-LAW 17: Change In Use

17.1 An Occupier must notify the Owners Corporation if the Occupier changes the existing use of the Lot.

17.2 Without limiting the provisions of by-law 17.1, the following changes of use must benotified:

a. a change 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); and

b. a change to the use of a Lot for short-term or holiday letting permissible by legislation; and

c. a change to the use of a lot for any purpose or use other than for use as the permanent domicile or residence of the occupier of the lot.

17.3 The notice required to be given under by-law 17.2 must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

17.4 If the change of use results in an increase in the premium payable for any or all of the insurance effected by the Owners Corporation, then subject to the provisions of the Act the Owner of the relevant Lot must pay to the Owners Corporation that increase in premium within 7 days of notification in writing by the Owners Corporation."

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BY-LAW 18: Restrictions On The Use Of Lots

18.1 Lots may only be used as a single residential dwelling for occupation by Owners and Occupiers.

18.2 Owners and Occupiers must not use its Lot or permit its Lot to be used:

a. Except for a use permitted by a development consent granted by a relevant authority;

b. For any illegal use;

c. For any use that degrades the reputation of the Owners Corporation or other Owners in the Building;

d. In any manner that is likely to interfere with the reasonable enjoyment of an Owner or Occupier of any other Lot or the Common Property; or

e. For any industrial or commercial purpose including backpackers accommodation, serviced apartments or a boarding house.

18.3 An Owner or Occupier of a Lot must not permit a Lot to be used for an Itinerant Use.

18.4 The total number of adults residing in a Lot must not exceed twice the number of Council approved bedrooms in that Lot.

Owners Obligation

18.5 Notwithstanding the provisions of section 258 of the Act and, in addition to the requirements of that section, an Owner will give to the Owners Corporation a notice specifying the names of any occupiers, the period of their occupancy and the date of anticipated termination of the occupancy for each occupier.

18.6 The Owners Corporation shall subject to the Act have a right to access the Lot upon the giving of written notice to the Owner if it is satisfied that the Owner is in breach of this by-law 18.

18.7 Upon service of the notice provided for in by-law 18.9 hereof, the Owner or Occupier of a Lot must provide access to the Lot to the Owners Corporation, by its agents or employees, in accordance with the Act.

Additional Provisions

18.8 An Owner or Occupier must comply with any reasonable directions of the Owners Corporation given under this by-law 18.

18.9 The Owners Corporation, or the strata managing agent, may serve a notice under section 146 of the Act, requiring the Owner or Occupier to comply with this by-law 18 if it is satisfied that there has been a contravention of it.

18.10 The Owners Corporation may apply for an order of the tribunal under section 147 of the Act that an Owner or Occupier pay a pecuniary penalty, if it is satisfied that the Owner or Occupier has following service of the notice served under section 146 of the Act, contravened this by-law 18.

18.11 The Owners Corporation may, in addition to the order sought under by-law 18.10, seek an order of the tribunal for the payment of the Owners Corporation's costs arising as a result of a contravention by the Owner or Occupier of this by-law 18.

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BY-LAW 19: Integrity Of Fire Safety Systems

19.1 An Owner or Occupier must not:
- a. Interfere with or damage any Fire safety Device; or
- b. Activate a Fire Safety Device other than in the case of a hazard or danger to the Parcel or any persons on the Parcel.

19.2 An Owner or Occupier must:
- a. Immediately notify the Owners Corporation of a defect, damage, failure or malfunction of any Fire Safety Device except for smoke detectors within a Lot;
- b. Immediately notify a fire protection agency or the Fire Brigade of occurrence of fire or other hazard within the Parcel;
- c. Notify the Owners Corporation of a risk of fire or other hazard within the Parcel;
- d. Give the Owners Corporation notice in writing before changing a lock on the door to a Lot or adding additional locks or door hardware;
- e. Subject to receiving notice under by-law 19.4 give the Owners Corporation (and any agent) access to that person's Lot for the purpose of inspecting, testing, repairing or replacing Fire Safety Devices.

19.3 Notwithstanding the provisions of this by-law, an Owner or Occupier remains responsible to keep and maintain smoke detectors within that person's Lot in good and serviceable order.

19.4 The Owners Corporation must give reasonable notice in writing to the Occupier of a Lot before exercising the right conferred by by-law 19.2(e).

19.5 In addition to by-law 19.1, an Owner or Occupier must not:
- 19.5.1 without lawful excuse or cause, make, or cause to be made; or
- 19.5.2 request, prompt or provoke without lawful excuse or cause, a Fire Services Call-Out.

19.6 An Owner or Occupier who makes, or causes to be made, a Fire Services Call-Out in contravention of by-law 19.5 hereof must reimburse the Owners Corporation for all costs incurred with respect to that call-out.

19.7 If an Owner or Occupier breaches a provision or provisions of this by-law, the Owners Corporation can exercise the powers granted under by-law 15.

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Furniture

21.1 An Owner, Occupier or Permitted Person must not, without the written consent of the Owners Corporation, use a Balcony to store furniture, good or any other item

21.2 Outdoor furniture or other loose items kept on a Balcony must:
a. Have an appearance in keeping with the appearance of the rest of the Building;
b. Not cause damage or be dangerous or have potential to cause damage or injury;
c. Be adequately secured to ensure that they do not cause damage to a person or property in windy conditions; and
d. Not be placed near balustrades in a manner which may create a safety hazard.

21.3 Furniture and other loose items kept on an Enclosed Balcony that may be visible from the exterior of the Building must:

a. have an appearance in keeping with the appearance of the rest of the Building;

b. be kept tidy and well maintained;

c. not cause damage or be dangerous or have potential to cause damage or injury;

d. be adequately secured to ensure that they do not cause damage to a person or property in windy conditions; and

e. not be placed near balustrades in a manner which may create a safety hazard.

Glass balustrades, handrail and grilles

21.5 Subject to by-law 21.6, an Owner or Occupier must keep all Balconies, Enclosed Balconies, glass balustrades, handrail and grilles within the Owner or Occupier's Lot clean, tidy and well maintained including so much as is Common Property unless:
a. the Owners Corporation resolves that it will keep the glass balustrades, handrail and grilles clean; or
b. the glass balustrades, handrail and grilles cannot be access by the Owner or Occupier of the Lot safely or at all.

21.6 Owners are responsible for the cost of keeping clean that part of the glass balustrades, handrail and grilles of the Lot that cannot be accessed by an Owner or Occupier safely or at all and must indemnify the Owners Corporation in this regard according to the relative proportion of the respective unit entitlements.

21.7 An Owner or Occupier must ensure that no damage is caused to a person or property when cleaning, tidying or maintaining any item referred to in by-law 21.4.

21.8 An Owner or Occupier must not tint or cover a glass balustrade or place any sign on the balustrade.

Rules

21.9 An Owner or Occupier must ensure animals do not soil on any Balcony surface.

21.10 An Owner or Occupier must not:
a. modify a balustrade of a Balcony in any way; or
b. affix or install any item to a wall or ceiling of a Balcony;

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c. for Enclosed Balconies, affix or install any item to a wall or ceiling of an Enclosed Balcony that may be visible from the exterior of the Building and that is not in keeping with the appearance of the rest of the Building; or
d. use the glass balustrade or hand rail for any purpose other than for what it was designed.

21.11 An Owner or Occupier must not place items on Balconies which may be capable or falling or being blown by wind off the Balcony or in a manner which might create a safety hazard.

21.12 An Owner or Occupier must not place any items on ledges, hand rails or balustrades of Balconies.

BY-LAW 22: Screening Devices, Hoods, Shutters, Pergolas, Awnings and Louvers

22.1 Owners of Lots that have screening devices, hoods, shutters, pergolas, awnings and louvers attached to balconies of their Lot as at the date of registration of the Strata Plan have the exclusive use and enjoyment of those screening devices, hoods, shutters, pergolas, awnings and louvers on the terms of this by-law.

22.2 Subject to by-law 10.2, the Owners referred to in by-law 22.1 are responsible for the repair, maintenance and replacement of screening devices, hoods, shutters, pergolas, awnings and louvers at their cost and must ensure that the screening devices, hoods, shutters, pergolas, awnings and louvers are kept in good and serviceable repair.

22.3 If an Owner does not carry out its obligations under this by-law, the Owners Corporation can exercise the powers granted under by-law 15 to ensure the screening devices, hoods, shutters, pergolas, awnings and louvers are adequately maintained.

22.4 If an Owner wishes to replace the screening devices, hoods, shutters, pergolas, awnings and louvers the Owner must obtain the consent of the Owners Corporation and comply with by-law 23 for Building Works and Alterations, or Special By-Law No. 1 for Cosmetic Work, Minor and Major Renovations, whichever is applicable and effective at the relevant time.

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23.1 The purpose of this by-law is to provide a programme for the seeking of approval from the Owners Corporation to the carrying out of Works to a lot and common property and to regulate the maintenance, repair and replacement of those Works.

Definitions and Interpretation

23.2 Definitions

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

Approved Form means the form attached at **Annexure "A"** or as the Executive Committee may otherwise approve from time to time.

Essential Works means any essential maintenance, repair, replacement, upgrading or emergency works that the Owners Corporation is required to do under the Act or any other law to any part of common property structure or services including within a lot.

Insurance means:

a. contractors all risk insurance (including public liability insurance) in the sum of $10,000,000.00;
b. insurance required under the *Home Building Act 1989* (if any); and
c. workers' compensation insurance.

Major Works means works that require penetration to or removal of common property floors, walls and ceilings including works of a structural nature including bathroom, laundry & kitchen, the installation of air-conditioning, hot water systems, security/alarm systems, shutters and any additions to the common property (which are not Minor Works).

Minor Works means works that do not penetrate or remove any common property walls, ceilings, floor slabs (with exception of screwing internal partitions to the walls, ceilings, floors and minor attachments to common property) including for example painting and replacing carpet.

Works means the Minor Works and the Major Works.

Conditions

23.3 Before Commencement

23.3.1 An owner has the right to carry out Minor Works without the consent of the Owners Corporation.

23.3.2 Prior to carrying out any Major Works, an owner must submit to the Owners Corporation a duly completed Approved Form. The form must specify in detail the works to be undertaken and the duration of any impact on the common property or disruption to common property services or access.

23.3.3 Upon receipt of the Approved Form, the Owners Corporation shall determine, at its absolute discretion, whether the Works to be carried out are Minor Works or Major Works. In order to make such determination, the Owners Corporation may request the owner to provide additional details of the Works, including plans, specifications and engineer's reports or certifications.

23.3.4 On making the determination, the Owners Corporation (or its representative) shall inform the owner, in writing, of that determination.

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23.3.5 Before commencement of any Major Works, the owner must:

a. prepare and provide to the Owners Corporation:

i. a new by-law under the Act, to amend the definition of "Major Works", "Lot" and include a new definition of "Plans" to cover the specific scope of Major Works to be carried out and Part 1 to confer rights of exclusive use and enjoyment and special privilege; and

ii. the owner's written consent to:
   a. the passing of the by-law; and
   b. be responsible for the maintenance, repair and replacement of the Major Works,

iii. other owners' written consents to the passing of the by-law, where required, such by-law and forms of consent to be prepared substantially in terms of the documents set out in Annexures B and C and to be considered at a general meeting of the Owners Corporation;

b. provide a complete proposal concerning the Major Works including but not limited to:
   i. plans and specifications of the proposed works;
   ii. specifications for any sound or energy rating, type, size together with the manufacturer's or suppliers brochure regarding same;
   iii. a diagram depicting the location of or proposed installation points of all parts of the works;
   iv. engineering plans and certifications if requested by the Owners Corporation;
   v. any necessary approvals/consents/permits from any Authority; and
   vi. a report(s) from an engineer nominated by the Owners Corporation concerning the impact of the works on the structural integrity of the building and lot and common property (if required);

c. pay for all costs of the Owners Corporation including:
   i. legal fees for reviewing the proposal;
   ii. fees for convening any meeting to consider the proposal;
   iii. any other reasonable professional fees required to consider the proposal including strata management fees or engineering fees; and
   iv. registration fees for the by-law contemplated in by-law 3.1.6(a);

d. if requested, a dilapidation report prepared by a structural engineer having reviewed the Major Works in relation to any area of the building (including any lot and common property) that may be effected by the Works. The dilapidation report shall be in writing and shall include photographs of the relevant areas; and

e. obtain written consent to the date for the commencement of the Major Works from the Owners Corporation upon satisfaction of its obligations in by-laws 23.3.5(a) to 23.3.6(d). For clarity, no Major Works may be commenced unless and until the by-law referred to in by-law 23.3.5(a) is passed by special resolution at a duly convened general meeting of the owners corporation;

23.3.6 Upon receipt of a by-law under by-law 23.3.5(a) the Owners Corporation will review the proposal and stipulate any relevant conditions to be contained in the exclusive use or special privileges by-law such conditions to include (but not be limited to) those set out in by-laws 23.3 to 23.10 (inclusive).

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Notice

23.4 Notice

23.4.1 At least two (2) weeks prior to the commencement of the Major Works the owner shall notify the Owners Corporation or a member of the Executive Committee of the day of commencement of the Major Works or an aspect of the Major Works.

23.4.2 At least two (2) days prior to the commencement of the Major Works or an aspect of the Major Works the owner shall make arrangements with the strata managing agent regarding:

a. the suitable times and method for the owner's contractors to access the building to undertake the Major Works; and
b. the suitable times and method for contractors to park their vehicles on common property whilst the Major Works are being conducted.

Compliant Works

23.5 To be compliant under this by-law, Major Works:

a. must be in keeping with the appearance and amenity of the building in the opinion of the Owners Corporation;

b. must be manufactured, designed and installed to specifications for domestic use;

c. for fire detectors, any alterations, connections or disconnection to the fire detectors are to be detailed. If approved, the changes shall be certified by the fire certification controller appointed by the Owners Corporation;

d. for air-conditioning, must have a new condenser unit (external) that:
   i. is mounted on vibration pads in a location so as to minimise noise and vibration;
   ii. is installed in the rear courtyard or balcony of the lot and in a location least likely to cause disturbance to other owners (as approved by the Owners Corporation);
   iii. has an acceptable sound rating as specified by the Owners Corporation in writing, such rating not to exceed the original specifications in respect of the building;
   iv. has all external piping and electrical work covered with the same style downpipe used for the existing guttering of the building;
   v. is not visible from the street; and
   vi. not be installed through or attached to windows;

e. for hard surface flooring, must be insulated with soundproofing underlay as specified by the Owners Corporation from time to time and must not have a weighted standardised impact sound pressure level L'nT, exceeding 50 when measured in situ in accordance with Australian Standard "AS ISO 140.7-2006 Field measurements of impact sound insulation of floors" and rated to AS ISO 717.2-2004" Acoustics – Rating of sound insulation in buildings and of building elements. Part 2: Impact sound insulation; and

f. where any work requires the installation of a drip tray, the drip tray must connect to the building plumbing.

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During Construction

23.6 Whilst the Works are in progress the owner of the lot at the relevant time must:

a. use duly licensed employees, contractors or agents to conduct the Works;
b. ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards;
c. ensure the Works are carried out expeditiously and with a minimum of disruption;
d. carry out the Works between the hours permitted by local council. In addition, no Works are to be carried out on a Sunday or public holiday unless they are silent works (e.g. painting);
e. transport all construction materials, equipment and debris as reasonably directed by the Owners Corporation;
f. not allow tradespersons and contractors at any time to park on common property without the written consent of the Owners Corporation;
g. not allow waste bins or skips to be placed on or near the common property without the prior written consent of The Owners Corporation;
h. not cause or permit storage, mixing, preparation, cutting or any other work in connection with the Works to be conducted on the common property;
i. protect all affected areas of the building outside the lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
j. provide to the Executive Committee at least forty-eight (48) hours prior written notice of any noisy works (e.g., jackhammering, the use of any pneumatic, rotary or powder-actuated tools);
k. ensure that the Works do not interfere with or damage the common property or the property of any other owner other than as approved in this by-law and if this occurs the owner must rectify that interference or damage within a reasonable period of time;
l. provide the Owners Corporation's nominated representative(s) access to inspect the lot within forty-eight (48) hours of any request from the Owners Corporation(for clarity more than one inspection may be required);
m. observe all the other by-laws applicable to the strata scheme at all times; and
n. not vary the Major Works or their scope without first obtaining the consent in writing from the Owners Corporation.

After Construction

23.7 After the Major Works have been completed the owner must without unreasonable delay:

a. notify the Owners Corporation that the Major Works have been completed;
b. notify the Owners Corporation that all damage, if any, to lot and common property caused by the Major Works and not permitted by this by-law has been rectified;
c. provide the Owners Corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Major Works;
d. provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Major Works or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
e. provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Major Works have been completed satisfactorily and in accordance with this by-law; and
f. provide the Owners Corporation's nominated representative(s) access to inspect the lot within forty-eight (48) hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law.

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Statutory and other requirements

23.8 The owner must:

a. comply with all requirements of the Owners Corporation, the by-laws applicable to the strata scheme and all directions, orders and requirements of all relevant statutory authorities, including the local council relating to the Major Works and must be responsible to ensure that the respective servants, agents and contractors of the owner comply with the said directions, orders and requirements;
b. ensure that the warranties provided by the Building Code of Australia and Australian Standards are, so far as relevant, complied with; and
c. comply with the provisions of the Home Building Act 1989.

23.8.1 The Works must:

a. be carried out in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract; and
b. comprise materials that are good and suitable for the purpose for which they are used and must be new.

Enduring Rights and Obligations

23.9 An owner must:

a. properly maintain, replace and keep in good and serviceable repair any Works installed by them;
b. properly maintain and upkeep those parts of the common property in contact with the Works;
c. repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Works are removed or relocated;
d. ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
e. ensure that any electricity or other services required to operate the Works (where applicable) are installed so they are connected to the lot's electricity or appropriate supply;
f. indemnify and keep indemnified the Owners Corporation from any claims, losses, damages, costs, fees, expenses, fines and penalties incurred or suffered by or claimed against the Owners Corporation caused by, arising out of or in relation to the installation, use, repair, replacement or removal of any Works including any liability in respect of the property of the Owner; and
g. without derogating from the generality of by-law 23.9(f) indemnifies and shall keep indemnified the Owners Corporation from any claims, losses, damages, costs, fees, expenses, fines and penalties incurred or suffered by or claimed against the Owners Corporation howsoever caused by the Owners Corporation, its officers, employees, contractors or agents carrying out any Essential Works where those costs would not have been incurred other than where the owner or Occupier of a lot is in breach of by-law 23.9.

23.9.1 If the dilapidation report referred to in 23.6(d) of this by-law is obtained, the owner and the Owners Corporation acknowledge and agree that shall be the basis for ascertaining and determining whether any damage has been occasioned by the Works to the common property and any lot.

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Recover of Costs

23.10 If an owner fails to comply with any obligation under this by-law, the Owners Corporation may:

a. by its agents, employees and contractors, enter upon the lot and carry out all work necessary to perform that obligation;

b. recover from the owner the amount of any fine or fee which may be charged to the Owners Corporation; and

c. recover any costs from the owner as a debt due.

Essential Works

23.11 No owner or Occupier of a lot shall refuse or restrict the Owners Corporation's (or its officers, employees, contractors or agents) lawful entry, or access to all or any part of the Works to carry out Essential Works to the common property (at the cost of the Owners Corporation) which may be attached to, in, under or about the Works including the common property structures or services provided that the Owners Corporation shall give prior notice to the owner or Occupier (emergencies excepted).

Applicability

23.12 In the event that the owner of a lot desires to remove the Works installed under this by-law (or otherwise), the provisions of by-law 23.6 shall also apply in relation to that removal.

Past and Future Renovations

23.13 For the avoidance of doubt:

a. any Works undertaken in accordance with this by-law 23 will continue to be subject to this by-law 23 and this by-law 23 will continue to operate and have force and effect with respect to such Works; and

b. any Works undertaken or proposed to be undertaken after the making of Special By-Law No. 1 for Cosmetic Work, Minor and Major Renovations will be subject to the provisions of that by-law and this by-law 23 will have no further force or effect in respect of such Works.

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23.1

Annexure "A"

STRATA PLAN

MAJOR WORKS BUILDING APPLICATION FORM

Use this form if you wish to undertake building works or renovations within your apartment. This form is to be construed according to the conditions outlined in the BY-LAW NO. 23 FOR MAJOR WORKS. Please ensure you have read and understood the document before completing this form. No work may commence until your application is approved by the Executive Committee, or in the case of building works affecting common property, an appropriate by-law has been made and registered.

OWNERS NAME _____ **UNIT/LOT NUMBER** _____

CONTACT TELEPHONE (list all).....

EMAIL .....

LOCATION: ☐ KITCHEN ☐ BATHROOM ☐ TOILET ☐ HALLWAY
☐ LIVING ROOM ☐ BEDROOM ☐ OTHER.....

WORK INVOLVES: ☐ PAINTING ☐ TILING ☐ FLOOR SURFACES ☐ ELECTRICAL
☐ CEILING ☐ AIRDUCTS ☐ FIRE SPRINKLERS
☐ PLUMBING ☐ MASONRY ☐ WALL REMOVAL/PENETRATION
☐ COMMON PROPERTY ALTERATION ☐ OTHER .....

PREFERRED DATE OF WORKS STARTING...../...../..... ENDING...../...../.....

PLEASE ATTACH ☐ BRIEF DESCRIPTION OF INTENDED WORKS
AND EITHER: ☐ PLAN BY ARCHITECT (if available)
OR: ☐ ROUGH PLAN / DIAGRAM (provided by owner)

☐ DEVELOPMENT APPLICATION

I the undersigned hereby warrant that I have read the Special By-Law No. 23 for Works and agree to comply with all of the conditions and limitations imposed thereby.

OWNERS SIGNATURE: ..... DATE.....

ADDITIONAL WARRANTIES (IF APPLICABLE)

STRUCTURAL ALTERATIONS:

As the work applied for entails the removal and/or penetration of masonry within the apartment, I hereby warrant that I accept full responsibility for the upkeep and preservation of the altered masonry.

OWNERS SIGNATURE: ..... DATE.....

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CEILING CAVITY ALTERATIONS:
As the work applied for entails the alteration of one or more ceiling cavities in the apartment, I hereby warrant that I accept full responsibility for any loss of acoustic amenity caused by the alteration.

OWNERS SIGNATURE: ..... DATE.....

HARDFLOORING IN DESIGNATED AREAS:
As the work applied for entails the installation of hard flooring surfaces other than in a kitchen, bathroom or toilet, I hereby warrant that, after the new floor is installed, I shall pay for acoustic testing and will remove the hard floor and re-install carpet if it is found to provide inadequate acoustic insulation.

OWNERS SIGNATURE: ..... DATE.....

Past and Future Renovations

For the avoidance of doubt:

- any Works undertaken in accordance with by-law 23 will continue to be subject to by-law 23 and by-law 23 will continue to operate and have force and effect with respect to such Works; and
- any Works undertaken or proposed to be undertaken after the making of Special By-Law No. 1 for Cosmetic Work, Minor and Major Renovations will be subject to the provisions of that by-law and by-law 23 will have no further force or effect in respect of such Works.

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Annexure "B"

MOTION < >

Subject to the by-law in the next succeeding motion being approved, The Owners – Strata Plan No SPECIALLY RESOLVES pursuant to section 65A of the *Strata Schemes Management Act 1996* for the purpose of improving or enhancing the common property to specifically authorise the Works proposed by the owner of lot < > to the common property on the terms and in the manner as set out in the by-law.

MOTION < >

Subject to the preceding motion being approved, The Owners – Strata Plan No SPECIALLY RESOLVES pursuant to section 52 of the *Strata Schemes Management Act 1996* to make a by-law adding to the by-laws applicable to the strata scheme in the following terms:

SPECIAL BY-LAW NO < > Lot < > Works

PART 1

GRANT OF RIGHT

1.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the owner has the special privilege to carry out the Major Works (at the owner's cost and to remain the owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in this by-law.

PART 2

APPLICATION OF SPECIAL BY-LAW

2.1 The provisions of Parts 2 and by-laws 3.2-3.10 (inclusive) of Special By-law No. < > are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" in accordance with Part 3 of this by-law.

PART 3

DEFINITIONS

3.1 In addition to the definitions in Part 2 of Special By-law < >, the following definitions are also adopted:

(a) **"Major Works"** means the works to the Lot and the common property to be carried out in connection with the _____ works for the Lot including:

(i) _____; and

(ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,

all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.

(b) **"Lot"** means _____in strata plan < >.

(c) **"Plans"** means the plans/drawings prepared by _____ and dated _____ a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law.

INSERT ANY ADDITIONAL SPECIAL CONDITIONS

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BY-LAW 24: **Severability**

24.1 If a by-law is illegal or unenforceable, it may be severed without affecting the enforceability of the other by-laws.

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ADDITIONAL BY-LAWS

Special By-Law No. 1 Cosmetic Works, Minor Renovations and Major Renovations

1. Introduction

This by-law sets out the rules you must follow if you intend to carry out renovations to a common area in the building in connection with your apartment, or to your apartment, including cosmetic work, minor renovations and major renovations.

2. Definitions & Interpretation

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

(a) "**Act**" means the *Strata Schemes Management Act 2015*,

(b) "**apartment**" means a lot in the strata scheme,

(c) "**annexure**" means the annexure to this by-law,

(d) "**building**" means the building in the strata scheme in which your apartment is located,

(e) "**common area**" means the common property in the strata scheme,

(f) "**cosmetic work**" means any work to a common area in the building in connection with your apartment (such as the floor, ceiling or a boundary wall of your apartment) for the following purposes:

(i) installing or replacing hooks, nails, screws or the like for hanging paintings and other things on walls,

(ii) installing any device used to affix decorative items to the internal surfaces of walls in your apartment,

(iii) installing or replacing handrails,

(iv) painting the interior of your apartment,

(v) filling minor holes and cracks in internal walls,

(vi) laying carpet,

(vii) installing or replacing built-in wardrobes, and

(viii) installing or replacing internal blinds and curtains,

(ix) installing any locking or other safety device to improve safety within your apartment,

(x) installing any locking or other safety device for protection of your apartment against intruders,

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(xi) installing any screen or other device to prevent entry of animals or insects on your apartment,

(xii) installing any structure or device to prevent harm to children,

but cannot include minor renovations or major renovations or work that is authorised by a by-law made under section 108 of the Act or a common property rights by-law,

(g) **"flooring works"** means removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors,

(h) "**major renovations**" means any work to an apartment or a common area in the building in connection with your apartment (such as the floor, ceiling or a boundary wall of your apartment) for the following purposes:

(i) work involving structural changes such as the removal of the whole or part of a load bearing wall,

(ii) work that changes the external appearance of your apartment, including the installation of an external access ramp, awning, pergola or vergola or installation of a new window in a boundary wall of your apartment,

(iii) work involving waterproofing such as a bathroom renovation involving the laying of a new waterproof membrane,

(iv) work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,

but cannot include cosmetic work or minor renovations,

(i) **minor renovations**" means any work to a common area in the building in connection with your apartment (such as the floor, ceiling or a boundary wall of your apartment) for the following purposes:

(i) renovating a kitchen,

(ii) renovating a bathroom in a manner that does not involve waterproofing,

(iii) renovating any other room in your apartment in a manner that does not involve waterproofing or structural changes,

(iv) changing recessed light fittings,

(v) flooring works,

(vi) installing or replacing wiring or cabling or power or access points,

(vii) installing or replacing pipes and ducts,

(viii) work involving reconfiguring walls in a manner that does not involve structural changes,

(ix) installing a rainwater tank,

(x) installing a clothesline,

(xi) installing a reverse cycle split system air conditioner or a ducted air conditioning system,

(xii) installing double or triple glazed windows,

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(xiii) installing a heat pump or hot water service, and

(xiv) installing ceiling insulation,

(xv) installing an aerial or antenna,

(xvi) installing a satellite dish with a diameter no greater than 1.5 metres,

(xvii) installing a skylight, whirlybird, ventilation or exhaust fan or solar panels in or on a roof directly above your apartment,

but cannot include cosmetic work or major renovations or work that is authorised by a by-law made under section 108 of the Act or a common property rights by-law,

(j) "**renovations**" means cosmetic work, minor renovations or major renovations,

(k) "**strata scheme**" means the strata scheme to which this by-law applies,

(l) "**you**" means an owner of an apartment and includes your successors in title.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

(a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,

(b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,

(c) words importing the singular number include the plural and vice versa,

(d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

(e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law,

(f) if any provision of this by-law is invalid or void, that provision will be read down, ignored or severed so far as is possible in order to uphold the validity and enforceability of the remaining provisions of this by-law, and

(g) 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 will prevail to the extent of that inconsistency.

3. Approval Requirements for Cosmetic Work, Minor Renovations and Major Renovations

3.1 Cosmetic Work

3.1.1 You may carry out cosmetic work without the approval of the owners corporation.

3.1.2 If you carry out cosmetic work, you must comply with the rules for cosmetic work specified in this by-law.

3.2 Minor Renovations Require Approval

3.2.1 You may carry out, or permit another person to carry out on your behalf, minor renovations with the approval of the owners corporation or strata committee.

3.2.2 If you carry out minor renovations, you must comply with the rules for minor renovations specified in this by-law.

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3.3 Major Renovations Require Approval

3.3.1 You must not carry out, or permit anyone else to carry out, major renovations without the prior written approval of the owners corporation.

3.3.2 If you carry out major renovations, you must comply with the rules for major renovations specified in this by-law.

4. Approval Process for Minor Renovations and Major Renovations

4.1 If you wish to carry out renovations (apart from cosmetic work) you must make an application to the owners corporation in order to seek its approval of the renovations.

4.2 The application must be in writing on any application form approved from time to time by the owners corporation or strata committee and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.

4.3 Your application must contain:

(a) your name, address and telephone number,

(b) your apartment and lot number,

(c) details of the renovations,

(d) drawings, plans and specifications for the renovations,

(e) an estimate of the duration and times of the renovations,

(f) details of the persons carrying out the renovations including the name, licence number, qualifications and telephone number of those persons,

(g) details of arrangements to manage any resulting rubbish or debris arising from the renovations.

4.4 Your application must also contain a motion and by-law generally in the form set out in the annexure (with the blanks appropriately completed) and your written consent to that by-law if your renovations are major renovations and will involve alterations or additions to a common area.

4.5 The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.

4.6 The owners corporation may engage a consultant to assist it review your application.

4.7 The owners corporation may:

(a) approve your application either with or without conditions, or

(b) withhold approval of your application (but it must not act unreasonably when doing so).

4.8 If your renovations are major renovations and will involve alterations or additions to a common area, and the owners corporation approves your application, the owners corporation must do so by passing a special resolution at a general meeting to approve the motion and by-law submitted with your application (or a substantially similar motion and by-law).

4.9 You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

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5. Conditions for Renovations

5.1 Before the Renovations

5.1.1 Before commencing the renovations (apart from cosmetic work), you must:

(a) Prior Notice

give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the renovations and the estimated end date of the renovations,

(b) Local Council Approval

(in the case of major renovations) if required by law, obtain a complying development certificate for or development consent of the local council to the renovations and a construction certificate for the renovations under the *Environmental Planning and Assessment Act 1979*, and give copies of them to the owners corporation,

(c) Contractor's Licence and Insurance Details

give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the renovations holds a current:

(i) licence,

(ii) all risk insurance policy which must include public liability cover in the sum of $10,000,000.00,

(iii) workers compensation insurance policy, and

(iv) home building compensation fund insurance policy under the *Home Building Act 1989* for the renovations (if required by law),

(d) Engineer's Report

If required by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the renovations will not have a detrimental affect on the structural integrity of the building or any part of it,

(e) Acoustic Consultant's Report

if the renovations will involve flooring works (apart from flooring works to a floor space with tiled areas in existence on or prior to registration of the Strata Plan including in areas comprising a kitchen, eating areas, laundry, lavatory, bathroom or entries, and such tiled areas are being replaced with tiles), give the owners corporation a report from a qualified acoustic engineer certifying the acoustic properties of the new or exposed floor coverings, in compliance with the provisions of by-law 7.4, including without limitation that the flooring works will not breach by-law 7.1 and will comply with the standard set out in by-law 7.2;

(f) Dilapidation Report

if required by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,

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(g) Bond

if required by the owners corporation, pay a bond to the owners corporation in the sum of $10,000 or such other amount determined from time to time by the owners corporation or strata committee,

(h) Costs

pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for renovations including any consultant's costs.

5.1.2 If you have not complied with any of the conditions set out in clause 5.1.1 you must not begin the renovations (apart from cosmetic work) and if you have already begun the renovations you must immediately stop them.

5.2 During the Renovations

During the renovations you must:

(a) Standard of Workmanship

ensure the renovations are carried out in a competent and proper manner utilising only first quality materials which are good and suitable for the purpose for which they are used and (apart from cosmetic work) by appropriately qualified and licensed contractors,

(b) Quality of Renovations

make certain the renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

(c) Time for Completion of Renovations

make sure the renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,

(d) Times for Renovations

ensure that the renovations are only carried out between the hours of 7.00am – 5.00pm on Mondays to Saturdays and 9.00am – 3.00pm on Sundays and public holidays and are not carried out any other times,

(e) Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 9.00am – 4.00pm Mondays to Saturdays (excluding public holidays) and that at least 72 hours notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard or on another conspicuous part of the common property near the entrance to the building before the use of any such tools and equipment,

(f) Appearance of Renovations

ensure the renovations are carried out and completed in a manner which is in

keeping with the rest of the building,

(g) Supervision of Renovations

ensure that the renovations (apart from cosmetic work) are adequately supervised and that the common areas are inspected by the supervisor on a daily basis to ensure that the conditions of this by-law are complied with,

(h) Noise During Renovations

ensure the renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(i) Transportation of Construction Equipment

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

(j) Debris

ensure that any debris and rubbish associated with or generated by the renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

(k) Storage of Building Materials and Work on Common Areas

make sure that no building materials are stored in a common area,

(l) Protection of Building

protect all areas of the building outside your apartment which are affected by the renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the renovations and ensure that all common areas, especially the walls and floors leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

(m) Building Integrity

keep all areas of the building affected by the renovations (apart from cosmetic work) structurally sound during the renovations and make sure that any holes or penetrations made during the renovations are adequately sealed and waterproofed and, if necessary, fireproofed,

(n) Daily Cleaning

clean any part of the common areas affected by the renovations on a daily basis and keep all of those common areas clean, neat and tidy during the renovations,

(o) Interruption to Services

minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard or on another conspicuous part of the common property near the entrance to the building before any such disruption,

(p) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the renovations (apart from cosmetic work) on reasonable notice,

(q) Vehicles

ensure that no contractor's vehicles obstruct the common areas other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

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(r) Security

ensure that the security of the building is not compromised and that no external doors of the building are left open and unattended or left open for longer than is reasonably necessary during the renovations,

(s) Variation to Renovations

not vary the renovations (apart from cosmetic work) without obtaining the prior written approval of the owners corporation,

(t) Costs of Renovations

pay all costs associated with the renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the renovations (apart from cosmetic work).

5.3 After the Renovations

After the renovations have been completed, you must:

(a) Notify the Owners Corporation

promptly notify the owners corporation that the renovations (apart from cosmetic work) have been completed,

(b) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the renovations (apart from cosmetic work) on reasonable notice,

(c) Obtain Planning Certificates

if required by law, obtain all requisite certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979* approving the renovations (apart from cosmetic work) and the occupation of your apartment (such as a compliance certificate and an occupation certificate) and give copies of them to the owners corporation,

(d) Restore the Common Areas

restore all common areas damaged by the renovations as nearly as possible to the state which they were in immediately prior to commencement of the renovations,

(e) Engineer's Report

If required by the owners corporation, give the owners corporation a report from a duly qualified structural engineer addressed to the owners corporation certifying that the renovations (apart from cosmetic work) have been completed in a manner that will not detrimentally affect the structural integrity of the building or any part of it,

(f) Expert's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the renovations (apart from cosmetic work) have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,

(g) Acoustic Consultant's Report

if the renovations involved flooring works (apart from flooring works to a floor space with tiled areas in existence on or prior to registration of the Strata Plan including in areas comprising a kitchen, eating areas, laundry, lavatory, bathroom or entries, and such tiled areas are being

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replaced with tiles), give the owners corporation a report and/or a certificate from a qualified acoustic engineer certifying the acoustic properties of any new floor coverings in compliance with the provisions of by-law 7.5, including those in the report required under by-law 7.4 and including without limitation that the flooring works will not breach by-law 7.1 and will comply with the standard set out in by-law 7.2.

5.4 Enduring Obligations

You must:

(a) Maintenance of Renovations

properly maintain the renovations to your apartment or to a common area in the building in connection with your apartment (apart from major renovations to a common area in the building in connection with your apartment) and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those renovations (apart from major renovations to a common area in the building in connection with your apartment),

(b) Repair Damage

repair any damage caused to another apartment or the common areas by the carrying out of the renovations in a competent and proper manner,

(c) Prevent Excessive Noise

ensure that any equipment forming part of the renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the owner or occupier of another apartment or of any person lawfully using a common area,

(d) Flooring

if the renovations involved flooring works (apart from flooring works to a floor space with tiled areas in existence on or prior to registration of the Strata Plan including in areas comprising a kitchen, eating areas, laundry, lavatory, bathroom or entries, and such tiled areas are being replaced with tiles), ensure that the new or exposed floor coverings are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise that might unreasonably interfere with the peaceful enjoyment of the owner or occupier of another apartment,

(e) Indemnity

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the renovations or the altered state or use of any of the common areas arising from the renovations or your breach of this by-law,

(f) Insurance

if required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the renovations or repair any damage to the building caused by the renovations,

(g) Comply with the Law

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the renovations and the requirements of the local council concerning the renovations (for example, the conditions of the local council's approval of the major renovations, a notice or order issued by the local council or fire safety laws).

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6. Bond

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

(a) repairing any damage caused to a common area or any other apartment during or as a result of the renovations (apart from cosmetic work), or

(b) cleaning any part of the common area as a result of the renovations (apart from cosmetic work),

and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the renovations (apart from cosmetic work) have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

7. Breach of this By-Law

7.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

(a) rectify the breach,

(b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and

(c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

7.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

8. Common Property Rights By-Law

8.1 Nothing in this by-law detracts from or alters any obligation that arises under sections 108 or 143 of the Act for or in relation to your major renovations.

8.2 Nothing in this by-law prevents the owners corporation from requiring, as a condition of approval for your major renovations or otherwise, a separate by-law to be made under section 108 or 143 of the Act for your major renovations in accordance with clause 4.8.

9. Specification of Additional Cosmetic Work

To avoid doubt, this by-law specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act.

10. Specification of Additional Minor Renovations

To avoid doubt, this by-law specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act.

11. Strata Committee Approvals

The strata committee may approve minor renovations under this by-law. To avoid doubt, the owners corporation delegates its functions under section 110 of the Act to the strata committee.

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12. Renovations to which this by-law applies

For the avoidance of doubt:

a. any renovations or works undertaken before the making of this by-law in the nature of Works (as defined in by-law 23) will continue to be subject to by-law 23 and by-law 23 will continue to operate and have force and effect with respect to such Works and this Special By-Law No. 1 for Cosmetic Work, Minor and Major Renovations will not apply to such Works; and

b. any renovations or works undertaken or proposed to be undertaken after the making of this Special By-Law No. 1 for Cosmetic Work, Minor and Major Renovations will be subject to the provisions of this by-law and by-law 23 will have no force or effect in respect of such Works.

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ANNEXURE

Motion and By-Law for Major Renovations

That the owners corporation specially resolves pursuant to sections 108, 141 and 143 of the *Strata Schemes Management Act 2015* to authorise the owner of the lot specified in the special by-law set out below to carry out the alterations and additions to that lot and the common property described in that special by-law on the conditions of that special by-law (including the condition that the owner is responsible for the maintenance, upkeep and repair of those alterations and additions and the common property occupied by them) and to add to the by-laws applicable to the strata scheme by making that special by-law:

Special By-Law No. ... – Major Renovations and Building Works (Lot ....)

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Renovations By-Law and this by-law.

2. Definitions

In this by-law:

"**Lot**" means Lot ..... in the Strata Scheme;

"**Owner**" means the owner for the time being of the Lot (being the current owner and all successors);

"**Plans**" means the plans/drawings prepared by ..... and dated ..... attached to this by-law;

"**Major Renovations**" means the alterations and additions to the Lot and common property described and shown in the Plans being .....;

"**Renovations By-Law**" means Special By-Law No. 1 – Cosmetic Work, Minor and Major Renovations as amended from time to time;

"**Strata Scheme**" means the strata scheme to which this by-law applies.

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3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

(a) the authority to carry out the Major Renovations strictly in accordance with the Plans;

(b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and

(c) the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;

on the conditions of this by-law.

4. Conditions

4.1 The Renovations By-Law will apply to the Major Renovations.

4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Renovations By-Law with respect to the Major Renovations.

4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.

4.4 The Owners Corporation may exercise any of the functions conferred on it under the Renovations By-Law with respect to the Major Renovations.

4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.

4.6 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Renovations By-Law.

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The common property memorandum prescribed by the *Strata Schemes Management Regulation 2016* in the terms set out below is adopted.

Common property memorandum

Owners corporation responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	(a)	columns and railings
	(b)	doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)
	(c)	balcony ceilings (including painting)
	(d)	security doors, other than those installed by an owner after registration of the strata plan
	(e)	original tiles and associated waterproofing, affixed at the time of registration of the strata plan
	(f)	common wall fencing, shown as a thick line on the strata plan
	(g)	dividing fences on a boundary of the strata parcel that adjoin neighbouring land
	(h)	awnings within common property outside the cubic space of a balcony or courtyard
	(i)	walls of planter boxes shown by a thick line on the strata plan
	(j)	that part of a tree which exists within common property
2. Ceiling/Roof	(a)	false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility)
	(b)	plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility)
	(c)	guttering
	(d)	membranes
3. Electrical	(a)	air conditioning systems serving more than one lot
	(b)	automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller
	(c)	fuses and fuse board in meter room
	(d)	intercom handset and wiring serving more than one lot
	(e)	electrical wiring serving more than one lot
	(f)	light fittings serving more than one lot
	(g)	power point sockets serving more than one lot
	(h)	smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under *Environmental Planning and Assessment Act 1979*)
	(i)	telephone, television, internet and cable wiring within common property walls
	(j)	television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property
	(k)	lifts and lift operating systems

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4. Entrance door	(b) entrance door to a lot including all door furniture and automatic closer (c) security doors, other than those installed by an owner after registration of the strata plan
5. Floor	(b) mezzanines and stairs within lots, if shown as a separate level in the strata plan (c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan (d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan
6. General	(a) common property walls (b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) any door in a common property wall (including all original door furniture) (d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility) (e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan (f) ducting cover or structure covering a service that serves more than one lot or the common property (g) ducting for the purposes of carrying pipes servicing more than one lot (i) hot water service located outside of the boundary of any lot or where that service serves more than one lot (j) letter boxes within common property (k) swimming pool and associated equipment (l) gym equipment
7. Parking / Garage	(a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan (b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot (c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot (d) mesh between parking spaces, if shown by a thick line on the strata plan
8. Plumbing	(a) floor drain or sewer in common property (b) pipes within common property wall, floor or ceiling (c) main stopcock to unit (d) storm water and on-site detention systems below ground
9. Windows	(a) windows in common property walls, including window furniture, sash cord and window seal (b) insect-screens, other than those installed by an owner after the registration of the strata plan (c) original lock or other lock if subsequently replacement by the owners corporation

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Lot owner responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	(a)	awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan
	(b)	that part of a tree within the cubic space of a lot
2. Ceiling/Roof	(a)	false ceilings inside the lot installed by an owner after the registration of the strata plan
3. Electrical	(a)	air conditioning systems, whether inside or outside of a lot, which serve only that lot
	(b)	fuses and fuse boards within the lot and serving only that lot
	(c)	in-sink food waste disposal systems and water filtration systems
	(d)	electrical wiring in non-common property walls within a lot and serving only that lot
	(e)	light fittings, light switches and power point sockets within the lot serving only that lot
	(f)	telephone, television, internet and cable wiring within non-common property walls and serving only that lot
	(g)	telephone, television, internet and cable service and connection sockets
	(h)	intercom handsets serving one lot and associated wiring located within non-common walls
4. Entrance door	(a)	door locks additional to the original lock (or subsequent replacement of the original lock)
	(b)	keys, security cards and access passes
5. Floor	(a)	floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan
	(b)	lacquer and staining on surface of floorboards or parquetry flooring
	(c)	internal carpeting and floor coverings, unfixed floating floors
	(d)	mezzanines and stairs within lots that are not shown or referred to in the strata plan
6. General	(a)	internal (non-common property) walls
	(b)	paintwork inside the lot (including ceiling and entrance door)
	(c)	built-in wardrobes, cupboards, shelving
	(d)	dishwasher
	(e)	stove
	(f)	washing machine and clothes dryer
	(g)	hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot)
	(h)	internal doors (including door furniture)
	(i)	skirting boards and architraves on non-common property walls
	(j)	tiles and associated waterproofing affixed to non-common property walls
	(k)	letterbox within a lot
	(l)	pavers installed within the lot's boundaries
	(m)	ducting cover or structure covering a service that serves a single lot

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7. Parking / Garage	(a)	garage door remote controller
	(b)	garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary
	(c)	light fittings inside the lot where the light is used exclusively for the lot
	(d)	mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the *Dividing Fences Act 1991* applies)
8. Plumbing	(a)	pipes, downstream of any stopcock, only serving that lot and not within any common property wall
	(b)	pipes and 'S' bend beneath sink, laundry tub or hand basin
	(c)	sink, laundry tub and hand basin
	(d)	toilet bowl and cistern
	(e)	bath
	(f)	shower screen
	(g)	bathroom cabinet and mirror
	(h)	taps and any associated hardware
9. Windows	(a)	window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier)
	(b)	locks additional to the original (or any lock replaced by an owner)
	(c)	window lock keys

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1. Introduction

This by-law set outs general rules you must follow and gives us the right to recover expenses, interest and recovery costs from you if you breach the by-law.

2. Definitions

In this by-law, unless the context or subject matter otherwise indicates or requires:

2.1 "**by-laws**" means any by-laws in force in respect of the strata scheme;

2.2 "**cleaning costs**" means any cost or expense we incur cleaning or removing rubbish from common property arising out of or as a result of your breach of this by-law;

2.3 "**demand**" means a written demand from us to you;

2.4 "**denial of access**" means the failure or refusal by you to give us or a contractor engaged by us access to your lot when requested to by us to permit us to exercise any of our functions under the Strata Act or to undertake a fire safety inspection or maintain, repair or replace any fire safety measures on or undertake a pest inspection, extermination or treatment of the common property or your lot;

2.5 "**denial of access costs**" means any cost or expense incurred by us arising out of or as a result of a denial of access in breach of this by-law;

2.6 "**expenses**" means any cost or expense incurred by us arising out of or as a result of your breach of this by-law including cleaning costs, denial of access costs, false alarm expenses, key charges, an insurance increase, remedy expenses and repair costs;

2.7 "**false alarm**" means the activation of a fire alarm in circumstances where there is no fire or other type of emergency which is likely to cause a risk, hazard or danger to the building or any person in the building by virtue of the incidence of smoke, heat or fire in the building;

2.8 "**false alarm expenses**" means any cost or expense incurred by us arising out of or as a result of a false alarm caused by your breach of this by-law including charges imposed on us by Fire & Rescue NSW (such as charges for attending the building in response to a false alarm);

2.9 "**fire alarm**" means a smoke detector, smoke alarm, heat sensor, heat alarm or fire alarm or any other device that functions to monitor the incidence of smoke, heat or fire in the building;

2.10 "**insurance increase**" means an amount equal to any increase in an insurance premium payable by us arising out of anything done by you;

2.11 "**interest**" means interest payable on expenses in accordance with this by-law;

2.12 "**invitee**" includes a guest or contractor;

2.13 **itinerant use** means short term accommodation or shelter or itinerant use, that is or may be available for public accommodation, including but not limited to:

a. to short term-tourists or backpackers;

b. in hotels, motels, apartment hotels, bed and breakfast facilities, rental cabins and/or hostels.

and also means the use of a lot by a person not ordinarily being a resident of the lot, engaged for the purposes of dog sitting and/or house sitting of, the lot;

2.14 "**key**" means any key to access the strata scheme or your lot;

2.15 "**key charges**" means any cost or expense incurred by us issuing you with a replacement key;

2.16 "**lot**" means a lot in the strata scheme;

2.17 "**occupier**" means a person in occupation of a lot and includes a tenant;

2.18 "**owner**" means an owner of a lot;

2.19 "**recovery costs**" means any cost or expense incurred by us in recovering from you any expenses or interest including strata managing agent's costs and legal costs on an indemnity basis;

2.20 "**remedy expenses**" means any cost or expense incurred by us remedying or attempting to remedy your breach of this by-law including consultant's costs;

2.21 "**repair costs**" means any cost or expense we incur repairing damage to common property arising out of or as a result of your breach of this by-law;

2.22 "**Strata Act**" means the *Strata Schemes Management Act 2015*;

2.23 "**strata scheme**" means the strata scheme to which this by-law applies;

2.24 "**us**" or "**we**" means the owners corporation; and

2.25 "**you**" means an owner or occupier.

3. Interpretation

In this by-law:

3.1 headings have been inserted for guidance only and do not affect the interpretation of this by- law;

3.2 references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;

3.3 words importing the singular number include the plural and vice versa;

3.4 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;

3.5 any expression used in this by-law and which is defined in the Strata Act will have the same meaning as that expression has in the Strata Act unless a contrary intention is expressed in this by-law;

3.6 the terms of this by-law are independent of each another. If a term of this by-law is deemed void or unenforceable, it shall be severed from this by-law, and the by-law as a whole will not be deemed void or unenforceable;

3.7 the terms of this by-law apply to the extent permitted by law; and

3.8 if there is any inconsistency between this by-law and any other by-law applicable to the strata

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scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

4. General Rules

4.1 You must not breach any by-laws.

4.2 You must not cause a false alarm.

4.3 You must not damage common property without the approval in writing of the owners corporation (except where permitted by the Strata Act or a by-law).

4.4 You must not leave or dump rubbish on common property (except where permitted by the Strata Act or a by-law).

4.5 You must not dirty or soil the common property.

4.6 You must not do anything that causes an insurance premium payable by us to increase.

4.7 You must not cause a denial of access.

4.8 You must not lose a key.

4.9 You must not use or permit your lot to be used for an itinerant use.

5. General Obligations

5.1 If you are an owner, you must take all reasonable steps to ensure that any occupier of your lot complies with this by-law.

5.2 You must take all reasonable steps to ensure that your invitees comply with this by-law as if they were you and were bound by this by-law.

6. Payment of Expenses

If you breach this by-law, you are liable to pay or reimburse us for any expenses on demand.

7. Interest on Expenses

If any expenses are not paid by you at the end of one month after they become due and payable, the expenses bear until paid simple interest at the same annual rate as applies to interest on overdue contributions levied by us (currently an annual rate of 10 per cent).

8. Payment of Recovery Costs

You are liable to pay or reimburse us for any recovery costs on demand.

9. Recovery of Expenses, Interest, Etc

We may recover from you as a debt any:

(a) expenses;
(b) interest; and
(c) recovery costs; for which you are liable.

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10. Mode of Recovery of Expenses, Interest, Etc

If you are an owner, we may include reference to any expenses, interest or recovery costs for which you are liable on:

(a) your account with us;

(b) levy notices served on you; and

(c) certificates issued under section 184 of the Strata Act in respect of your lot; for the purpose of recovering from you as a debt any of those amounts.

11. Appropriation of Payments

We may appropriate any payments you make to us towards expenses, interest and recovery costs in any manner we deem fit.

12. Sale of Lot

If a person becomes an owner of a lot at a time when, under this by-law, a former owner is liable to pay any expenses, interest or recovery costs to us, the person who becomes owner is jointly and severally liable with the former owner to pay those amounts to us.

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1. Introduction

This by-law limits the number of adults who may reside in your lot. You must comply with this by-law.

2. Definitions

In this by-law:

"**Act**" means the *Strata Schemes Management Act 2015*,

"**adults**" means any persons 18 years of age or older but does not include excluded adults;

"**bedroom**" means a room approved for use as a bedroom under, or indicated as a bedroom in any plans the subject of, a planning approval for the strata scheme;

"**excluded adults**" means (where all of the adults who reside in a lot are related to each other) any adults who are related to each other;

"**lot**" means any lot in the strata scheme;

"**related to each other**" means related to each other within the meaning of clause 36 of the Regulation,

"**Regulation**" means the *Strata Schemes Management Regulation 2016* and any Regulation amending it or replacing it;

"**strata scheme**" means the strata scheme and includes without limitation any subdivision thereof;

"**you**" means the owner or occupier of a lot.

3. Occupancy Limits

3.1 You must ensure that your lot is not occupied by more than two adults per bedroom in your lot.

3.2 If you an owner, you must take all reasonable steps to ensure that the occupiers of your lot comply with clause 3.1 of this by-law.

3.3 This by-law is subject to section 137(3) of the Act.

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1. Introduction

This by-law sets out rules that must be followed if the owners corporation or strata committee determines, by resolution, to permit votes to be cast on a motion by email or other electronic means while participating in a meeting from a remote location.

3. Definitions & Interpretation

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

(a) "**Act**" means the *Strata Schemes Management Act 2015*,

(b) "**electronic means**" includes a vote cast via a voting website or electronic application,

(c) "**e-voting**" means a vote on a motion cast by email or other electronic means while participating in a meeting from a remote location,

(d) "**e-voting determination**" means a determination of the owners corporation or strata committee, by resolution, to permit e-voting,

(e) "**committee meeting**" means a meeting of the strata committee,

(f) "**general meeting**" means a general meeting of the owners corporation being an annual general meeting or an extraordinary general meeting,

(g) "**meeting**" means a committee meeting or a general meeting,

(h) "**motion**" means a motion to be considered by the committee, at a committee meeting or at a general meeting,

(i) "**Regulations**" means the *Strata Schemes Management Regulation 2016*,

(j) "**owner**" means an owner of a lot in the strata scheme,

(k) "**person**" means an owner or a proxy,

(l) "**proxy**" means a duly appointed proxy for the purposes of the Act,

(m) "**strata scheme**" means the strata scheme to which this by-law applies, and

(n) "**you**" means an owner.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

(h) headings have been inserted for guidance only and do not affect the interpretation of this by-law,

(i) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,

(j) words importing the singular number include the plural and vice versa,

(k) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

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(l) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law,

(m) the provisions of this by-law operate to the extent permitted by law, and

(n) 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 will prevail to the extent of that inconsistency.

3. E-Voting

3.1 This by-law applies if the owners corporation or strata committee has made an e-voting determination.

3.2 An e-voting determination remains in force until it is revoked.

3.3 An e-voting determination may be revoked by a resolution of:

(a) (in the case of an e-voting determination made by the strata committee) the strata committee or owners corporation; and

(b) (in the case of an e-voting determination made by the owners corporation) the owners corporation.

3.4 The notice of a meeting must include a statement indicating whether or not an e-voting determination has been made and remains in force for any motion included in the agenda of the meeting.

4. Rules for E-Voting

4.1 E-voting must be conducted by a ballot.

4.2 The secretary of the owners corporation must ensure that the form for the electronic ballot paper contains:

(a) instructions for completing the ballot paper, and

(b) the motions to be voted on, and

(c) the means of indicating the voter's choice on the motions to be voted on.

4.3 The secretary of the owners corporation must, before the meeting at which e-voting is to be conducted, give each person entitled to vote:

(a) access to an electronic ballot paper, or to a voting website or electronic application containing an electronic ballot paper, that complies with this by-law, and

(b) access to information about:

(i) how the ballot paper must be completed, and

(ii) the deadline for submission of the ballot paper, and

(iii) if voting is by email, the address where the ballot paper is to be returned, and

(iv) if voting is by other electronic means, the means of accessing the electronic voting system and how the completed electronic ballot paper is to be sent to the secretary, and

(c) access to an electronic form of declaration requiring the voter to state:

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(i) his or her name, and

(ii) the capacity in which the person is entitled to vote, and

(iii) in the case of a motion that requires a special resolution or poll, the voter's unit entitlement, and

(iv) if the vote is a proxy vote, the name and capacity of the person who gave the proxy.

4.4 Each person entitled to vote and who casts a vote by e-voting must vote in accordance with the instructions contained in the information given by the secretary of the owners corporation.

4.5 A ballot paper of a voter who casts a vote by e-voting is informal if the voter has failed to record a vote in accordance with the information provided by the secretary.

4.6 If voting is carried out by e-voting using a voting website or other electronic application, the website or application must provide a warning message to a person casting an informal vote that the proposed vote is informal.

4.7 If the ballot is a secret ballot, the secretary must ensure that:

(a) the identity of the voter cannot be ascertained from the form of the electronic ballot paper, and

(b) the declaration by the voter is dealt with so that it is not capable of being used to identify the voter.

4.8 An electronic ballot paper and the form of declaration must be sent to the secretary of the owners corporation no later than the deadline for submission of the ballot paper.

4.9 The secretary of the owners corporation must ensure that all electronic ballot papers are stored securely until the counting of the votes begins.

4.10 As soon as practicable after the deadline for submission of the ballot paper, the secretary of the owners corporation must:

(a) review all information and reports about the electronic ballot, and

(b) reject as informal any votes that do not comply with the requirements of this by-law, and

(c) ascertain the result of the electronic ballot, and

(d) make a written or electronic record of the result of the electronic ballot, and

(e) announce or publish the result of the ballot.

5. Obligations of Owners and Proxies

You must take all reasonable steps to ensure that you and any person you appoint as your proxy complies with this by-law.

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PART 1 DEFINITIONS AND INTERPRETATION

1.1 In this by-law:

(a) **Balcony** means that part of a Lot which is noted as "B" on the Strata Plan;

(b) **Common Property** means so much of the Parcel as from time to time is not comprised in any Lot;

(c) **Smoke** means smoke, hold or otherwise have control over, an ignited Smoking Product;

(d) **Smoking Product** means any tobacco or other product that is intended to be smoked.

1.2 In this by-law, a word whichdenotes:

(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 2 GRANT OF RIGHTS

2.1 The owner or occupier of a lot must not Smoke whilst on the:

(a) Common Property; or

(b) Balconies.

2.2 The owner or occupier of a lot must not allow another person, including without limitation their invitee or employee to Smoke whilst on the:

(c) Common Property; or

(d) Balconies.

2.3 The owner or occupier of a lot must ensure that smoke caused by Smoking within a Lot does not enter into or penetrate the Common Property or another Lot.

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THIS IS THE LAST PAGE OF ANNEXURE "A" TO SP88940 CONSOLIDATION/CHANGE OF BY-LAWS

The seal of The Owners - Strata Plan No. 88940 was affixed on 11th OCTOBER 2019 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(s): CHARLOTTE STORK

Authority: SENIOR STRATA MANAGER



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Approved Form 10

Created 2016

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. 88940 was affixed on 11th OCTOBER 2019 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: CHARLOTTE STORK Authority: SENIOR STRATA MANAGER

Signature: ..... Name: LIVIA CETRONI Authority: EXECUTIVE ASSISTANT

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Lodger Details

Lodger Code	504011J
Name	J S MUELLER & CO
Address	240 PRINCES HWY ARNCLIFFE 2205
Lodger Box	1W
Email	JEFFREYMUELLER@MUELLERS.COM.AU
Reference	AM:32050

Land Registry Document Identification

AV384969

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/SP88940	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP88940

Other legal entity

Meeting Date

18/06/2025

Repealed by-law No.	
Details	Not Applicable
Amended by-law No.	
Details	Special By-Law No. 8
Added by-law No.	
Details	Special By-Law No. 9

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. SP88940
Signer Name	JEFFREY STEVEN MUELLER
Signer Organisation	PARTNERS OF J S MUELLER & CO
Signer Role	PRACTITIONER CERTIFIER
Execution Date	02/09/2025

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JS MUELLER & CO
LAWYERS

STRATA PLAN NO. 88940

CONSOLIDATION OF BY-LAWS

ANNEXURE "A"

The seal of The Owners - Strata Plan No. 88940 was affixed on 01/08/2025 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: ..... Electronic signature of me Daniel Cockerell, affixed at my direction on 01/09/2025 at 8 Harvey Street, Pyrmont .....

Name(s): Daniel Cockerell .....

Authority: General Manager .....

THE OWNERS - STRATA PLAN No. 88940
Common Seal

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By-Laws – The Gantry, 1-7 Gantry Lane, Camperdown

BY-LAW 1: Dictionary

1.1 In these by-laws these terms (in any form) mean:

Act means the Strata Schemes Management Act 2015 (as amended);

Authority means any government, semi government, statutory, public or other authority having any jurisdiction over the parcel, including the council;

Balcony means that part of a Lot which is noted as "B" on the Strata Plan;

Bicycle Storage Area means that part of the Common Property which is noted as "BS" on the Strata Plan;

Building means the building on the Parcel known as The Gantry;

Building Management Committee means the committee appointed under the Strata Management Statement;

By-laws mean these by-laws;

Car Parking Fee means the costs, fees and expenses incurred by or charged to the Owners Corporation in connection with administering, investigating compliance or enforcing by-law 8;

Car Space means a part of a Lot which has been approved by the relevant consent authority for use as a car space;

Building Manager means any person or corporation appointed by the Owners Corporation as a building manager in accordance with the Act;

Common Property means so much of the Parcel as from time to time is not comprised in any **Lot**;

Companion Animal has the meaning ascribed to that term in the Companion Animals Act 1998;

Council means Marrickville Council or its successor;

Enclosed Balcony means that part of a Lot which is noted as "EB" on the Strata Plan;

Excluded Dog means

a. pit bull terrier;
b. an American pit bull terrier;
c. a dogo argentine;
d. a fila brasileiro;
e. a Japanese tosa;
f. any other outcross;
g. any dog prohibited from importation into Australia by the Commonwealth government; and
h. any unregistered or dangerous dog under the Companion Animals Act 1998;

Strata Committee means the strata Committee of the Owners Corporation elected in accordance with the Act;

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Fire Safety Device means any structure or device contained within a Lot or Common Property that:

a. Monitors or signals the incidence of smoke, heat or fire within the Parcel;
b. Provides lighting in the case of smoke, heat or fire within the Parcel;
c. Controls access throughout the Parcel in the case of smoke, heat or fire in the Parcel (including doors, stairs and life);
d. Extinguishes or decreases the spread of fire, smoke or heat through the Parcel; or
e. Is required by Law for fire safety or that otherwise improves fire safety;

Fire Service Call-Out means any call-out in relation to emergency fire safety services to the strata scheme, including, without limitation, any call-out as a result of a telephone call to the fire brigade, the setting off of a Fire Safety Device, or an alert from any fire protection system located within the strata scheme.

Garbage and Recycling Room means the garbage and recycling room located on the Common Property;

Government Agency means any governmental, semi-government, statutory, public or other authority having jurisdiction over the Parcel;

Itinerant Use means short term accommodation or shelter or itinerant use, that is or may be available for public accommodation, including but not limited to:

a. short-term tourists or backpackers; and
b. in hotels, motels, apartment hotels, bed and breakfast facilities, rental cabins and/or hostels

and also means the use of a lot by a person not ordinarily being a resident of the lot, for the purposes of dog sitting and/or house sitting;

Law includes:

a. The provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and
b. A requirement, notice, order, consent or direction received from or given by a statutory, public or other competent authority;

Lot means a lot in the Strata Plan;

Minimum Lease Term means a period of more than three (3) months;

Occupier means any person in lawful occupation of a lot or any part of a Lot;

Original Owner means Camperdown Square Development Pty Limited ACN 128 734 181;

Owner means:

a. except as provided in paragraph b., a person for the time being recorded in the register as being entitled to an estate in fee simple in that Lot; or

b. a person whose name has been entered on the strata roll as an owner of a Lot in accordance with section 178 of the Act;

Owners Corporation means the Owners Corporation for the Strata Scheme;
Parcel the land comprised in the Strata Scheme;

Parcel means the land compromised in the Stata Scheme

Pet Friendly Development means that the Gantry allows Owners to keep pets in accordance with the requirements outlined in by-law 9

Permitted Person means a person on the Parcel with the express or implied consent of an Owner or Occupier;

Residential Lot means a lot in the Strata Scheme used or permitted to be used for residential accommodation.

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Retail/Commercial Lot means each of Lots 2 and 4 in DP 1183831, or both of them;

Screens means any fly screens or other external screen or door which is attached to windows or doors;

Security Key means a key, magnetic or other device used to:

a. Open and close gates or locks; or
b. Operate alarms, security systems or communications systems; or
c. Operate any equipment or system if applicable;

Strata Management Statement means the strata management statement registered with the Strata Plan or with another strata plan for the Building (as the case may be).

Strata Manager means the strata managing agent appointed or to be appointed by the Owners Corporation and includes a reference to employees and contractors of the strata managing agent;

Strata Plan means the strata plan registered with these by-laws;

Strata Scheme means the strata scheme constituted on registration of the Strata Plan;

Storage Area means that part of a Lot which is noted as "S" on the Strata Plan;

Visitor means a person, not being an owner or Occupier of a lot, invited, requested or permitted on to the parcel by an owner or occupier; and

Visitor Car Parking Space means that part of the Common Property noted as "VIS" on the Strata Plan.

Interpretation

1.2 A word appearing and not defined in these by-laws but defined in the Act has the meaning under the act.

1.3 In these by-laws unless the contrary intention appears a reference to:

a. The singular includes the plural and vice versa;
b. Any gender includes all other genders;
c. A person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;
d. This instrument includes any variation or replacement of it.

1.4 If the whole or any part of a provision of these by-laws is invalid or unenforceable, the validity or enforceability of the remaining by-laws is not affected.

1.5 Headings are inserted for convenience of reference only and must be ignored in the interpretation of these by-laws.

1.6 The word "includes" in any form is not a word of limitation.

1.7 A reference to Law includes all Law amending, consolidating or replacing Law.

Owners Corporation Consent

1.8 A person must make an application for the consent of the Owners Corporation under these by-laws in writing.

1.9 Subject to an express provision in these by-laws the Owners Corporation must acting reasonably;

a. Give consent conditionally or unconditionally; or
b. Withhold its consent.

1.10 An Owner or Occupier must comply with any conditions imposed by the Owners Corporation in the granting of consent.

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1.11 Subject to an express provision in these by-law or any provision of the Act, consents by the Owners Corporation under these by-laws may be given by:

a. The Owners Corporation at a general meeting; or

b. The Strata Committee at a Strata Committee meeting; or

c. where permitted under the Act, by a decision of the Strata Committee.

1.12 The Owners Corporation must give any consent required under these by-laws in writing.

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BY-LAW 2: Laws and Instruments

2.1 These by-laws set out the rules of the Strata Scheme and bind:

a. Owners;

b. Occupiers;

c. The Owners Corporation;

d. Permitted Persons; and

e. Mortgagees in possession of a Lot.

Strata Management Statement

2.2 The Strata Management Statement is binding on the Owners Corporation and on each Owner, Mortgagee in possession or lessee of a lot in the Strata Plan, all of whom must perform and observe the provisions of the Strata Management Statement.

2.3 When appointing a Strata Manager, the Owners Corporation may (but is not obliged to) appoint the same Strata Manager appointed by the Building Management Committee.

2.4 The Owners Corporation must at all times, act in good faith and in a way that is consistent with the operation of the Strata Scheme.

Compliance with these By-Laws

2.5 Each Owner and Occupier must, at their own expense and in a timely fashion, perform and observe these by-laws and take all reasonable steps to ensure that their invitees also comply with these by-laws. If an invitee does not comply, the Owner or Occupier must take all reasonable steps to ensure that the invitee leaves the Strata Scheme.

Compliance with Laws

2.6 Each Owner and Occupier must perform and observe all Laws relating to their lot including without limitation any requirement, notices and orders of any Government Agency.

Covenants and Easements

2.7 Each Owner and Occupier must perform and observe the provisions of any covenant, easement or right of way affecting their Lot or the Common Property.

Levies

2.8 Each Owner must pay all levies and other amounts required to be paid by them pursuant to these by-laws and the provisions of the Act.

Non-compliance

2.9 The following provisions apply if an Owner or Occupier fails to comply with these by-laws:

a. The Owners Corporation may enforce a by-law by legal means;

b. The Owners Corporation may do any work on or in a Lot which should have been done by an Owner or Occupier;

c. If the Owners Corporation must do work on or in a Lot, an Owner or Occupier must:

i. Give the Owners Corporation or persons authorised by it access to the Lot; and

ii. Pay the Owners Corporation for its costs of doing the work;

d. The Owners Corporation may recover any money owed to it by an Owner under the by-laws or the Act as a debt; and

e. The powers of the Owners Corporation under this by-law are in addition to those available to it under the Act.

Applications

2.10 Any Application or other communication by an Owner or Occupier to the Owners Corporation must be made in writing and delivered to the Strata Manager."

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BY-LAW 3: Behaviour of Owners, Occupiers and Permitted Persons

Noise and Vibration

3.1 (a) An Owner or Occupier must not create noise or vibration on a Lot or the Common Property which is likely to interfere with another Owner or Occupier's right to peaceful enjoyment of a Lot or the Common Property.

(b) Without limiting the foregoing provision, an Owner or Occupier of a Lot must not shout, play music or a musical instrument, so that such noise is audible in another Lot during the times in which residential noise is restricted, as prescribed by Council.

Behaviour

3.2 An Owner or Occupier must not:

a. Obstruct lawful use of Common Property; or

b. Use language or behave in a manner likely to cause offence or embarrassment to an Owner or Occupier.

Children

3.3 An Owner or Occupier must ensure that children are supervised at all times whilst on areas of the Common Property, and must ensure that a child under the care and control of that Owner or Occupier only remains in or on areas of Common Property which are of possible danger or hazard to children if the child is accompanied by an adult exercising effective control.

Permitted Persons

3.4 An Owner or Occupier must ensure that a Permitted Person does not behave in a manner which is likely to interfere with another Owner or Occupier's or any other Permitted Person's right to peaceful enjoyment of a Lot or the Common Property.

Increasing Insurance

3.5 An Owner or Occupier must not do anything that might invalidate, suspend, or increase the premium payable for any insurance effected by the Owners Corporation.

3.6 If the use of a Lot results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, then, subject to the provisions of the Act, the Owner of the relevant Lot must pay to the Owners Corporation, that increase in premium within 5 business days of notification in writing by the Owners Corporation.

3.7 Provided the owner of the relevant Lot complies with by-law 3.6, it will not be in breach of by-law 3.5 with respect to any increase in premium arising out of the use of its Lot.

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Obligations of Owners and Occupiers

4.1 An Owner or Occupier may (unless specifically permitted by these by-laws) only do the following to Common Property if that Owner or Occupier first obtains the consent of the Owners Corporation:

a. Leave anything on Common Property;
b. Obstruct the use of Common Property;
c. Use any part of Common Property for the Owner's or Occupier's own purposes;
d. Erect any structure on Common Property;
e. Attach any item to Common Property;
f. Do or permit anything to be done to Common Property which might cause damage or;
g. Alter Common Property.

4.2 By-law 23 applies to the carrying out of building works or alterations and may apply to paragraph (d), (e), or (g) of by-law 4.1.

4.3 An Owner or Occupier must:

a. Give notice to the Owners Corporation of any damage to or any defect in the Common Property immediately after an Owner or Occupier becomes aware of any damage or defect;
b. Use a thing on the Common Property only for the purpose for which it was constructed or provided; and
c. Only use or enjoy the Common Property in a manner or for a purpose which does not unreasonably interfere with the use and enjoyment of the Common Property by another Owner or Occupier or a Permitted Person.

4.4 Except with the prior consent of the Owners Corporation, an Owner or Occupier must not deposit or throw on the Common Property any rubbish, dirt, dust, or other material or discarded item.

Damage to Common Property

4.5 If an Owner, Occupier or Permitted Person causes damage to the Common Property while that Owner, Occupier or Permitted Person uses the Common Property, then that Owner or Occupier must:

a. Promptly notify the Owners Corporation of the damage caused; and
b. Compensate the Owners Corporation accordingly.

4.6 Owners and Occupiers are responsible for and must compensate the Owners Corporation accordingly in the event an item of property of the Owner or Occupier in a Lot causes damage to the Common Property, including without limitation any water or other damage arising from faulty or failing appliances.

Safety

4.7 The Owners Corporation must have a suitably qualified or licensed person carry out a safety inspection of the Common Property at intervals as required by Law.

Fire

4.8 The Owners Corporation must:

a. Prominently display in the Building the annual fire safety statement together with a copy of the current fire safety schedule in respect of each essential fire safety measure as required under the relevant Law;

b. Arrange for inspections of each essential fire safety measure by a suitably qualified person in accordance with the relevant Law; and

c. Provide a copy of the annual fire safety statement referred to in by-law 4.8 b. to Council.

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BY-LAW 6: External Appearance

General

6.1 An Owner or Occupier must not keep anything within a Lot which is visible from the Common Property or outside of the Building that is not in keeping with the appearance of the Building without the consent of the Owners Corporation.

Window Coverings

6.2 To ensure the architectural integrity of the Building:

a. Window coverings including louvres, curtains or blinds when viewed from the exterior of the Building must be neutral in colour in keeping with the appearance of the building.

Hanging of Washing & Other Items

6.3 An owner or Occupier must not hang any washing, bedding, towels, wetsuits or other articles of a similar nature on any part of the Building's Common Property including from the Balcony or Enclosed Balcony if they can be viewed from outside the Lot of that Owner or Occupier.

Screens

6.4 An Owner or Occupier must not install Screens to an entry door to a Lot.

6.5 An Owner or Occupier may install Screens which face the exterior of the Building so long as the Screen is finished in a colour matching the colour of the window frames. Any enquiries in relation to the colour and finish must be directed to the Owners Corporation.

Signage

6.6 An Owner or Occupier must not erect any signage (whether temporary or permanent), including any "for sale" or "for lease" signs, on a Lot, on Common Property or such that can be seen from outside a Lot without the approval of the Executive Committee and if required, any Government Agency.

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Noise

7.1 An Owner or Occupier must ensure that all floor space within an Owner's Lot is covered or otherwise treated to stop the transmission of noise that might unreasonably disturb another Owner or Occupier.

Standard

7.2 Without limiting the requirements of this by-law, if an Owner or Occupier has or wishes to use a floor finish within an Owner's Lot other than carpet and underlay, where carpet and underlay originally existed, the floor finish must be insulated with soundproofing underlay as specified by the Owners Corporation from time to time and shall not have a weighted standardised impact sound pressure level L'nT, w exceeding 50 when measured in situ in accordance with Australian Standard "AS ISO 140.7-2006 Field measurements of impact sound insulation of floors" and rated to AS ISO 717.2-2004" Acoustics – Rating of sound insulation in buildings and of building elements.

Consent

7.3 Except where an Owner or Occupier is replacing a floor finish with carpet and underlay, an Owner must obtain the consent of the Owners Corporation before changing or altering the floor finish within a Lot. The Owners Corporation must deal promptly with a request for consent under this by-law and must not unreasonably refuse such request provided a report satisfying the requirements set out in by-law 7.4 has been furnished to the Owners Corporation.

Report

7.4 An application for consent by an Owner under by-law 7.3 must include a report from a qualified acoustic engineer that analyses the proposed floor finish, method of installation and the effect on sound transmission, including impact noise, following installation. The report must state that the proposed floor finish will not breach by-law 7.1 and will comply with by-law 7.2.

7.5 Following the installation of a floor finish other than carpet and underlay, to demonstrate compliance with this by-law 7, an Owner must provide the Owners Corporation with a certificate from a qualified acoustic engineer. The certificate must state that the qualified acoustic engineer has tested the floor finish as installed to ensure that the installation and resulting sound transmission meet the parameters set out in this by-law 7 including those in the report required under by-law 7.4. If such certificate is not provided to the Owners Corporation within 3 months of installation of the new floor finish, the Owners Corporation has the right to require the new floor finish to be replaced with carpet and underlay at the cost of the Owner.

7.6 The Owners Corporation may at any stage conduct further testing of the floor finish (at the expense of the Owners Corporation) to ensure continued compliance with by-law 7.2.

7.7 If the results of the further testing carried out by the Owners Corporation under by-law 7.6 show that there is a non-compliance with the standard set out in by-law 7.2, the Owners Corporation may request that the Owner carry out all works necessary for the floor finish to comply with the standard set out in by-law 7.2 within 14 days of the Owners Corporation's request.

7.8 If the Owner does not carry out all works necessary for the floor finish to comply with the standard set out in by-law 7.2 within 14 days of the Owners Corporation's request, the Owners Corporation has the right to require the new floor finish to be replaced with carpet and underlay at the cost of the Owner.

Furniture

7.9 Where a floor finish other than carpet and underlay has been installed (whether on or prior to registration of the Strata Plan or otherwise) an Owner or Occupier must ensure that any item of furniture or the like that is placed directly on that floor is fitted with pads or the like (such as self- adhesive heavy duty felt) to minimise the transmission of noise when that item is moved over the floor.

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Kitchen, etc. excluded

7.10 This by-law does not apply to floor space with tiled areas in existence on or prior to registration of the Strata Plan including in areas comprising a kitchen, eating areas, laundry, lavatory, bathroom or entries.

Compliance

7.11 An Owner or Occupier will be liable for any damage caused to any part of the Common Property as a result of the installation of a floor finish pursuant to and contemplated by this by-law 7 and will make good at their own cost that damage immediately after it has occurred.

7.12 An Owner or Occupier must indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the installation, use, repair, removal, relocation or replacement of any floor finish including any liability in respect of the property of the Owner or Occupier.

7.13 If an Owner or Occupier fails to comply with any obligation under this by-law 7, then the Owners Corporation may:

a. request, in writing, that the Owner or Occupier comply with the terms of it;

b. enter the lot and carry out any acoustic testing if it deems appropriate. An Owner must provide access to the Lot within a reasonable time once a request for access has been served on the Owner;

c. without prejudice to any other rights, enter upon any part of the parcel, including the Lot, to carry out reasonable work; and

d. recover the costs of carrying out that work from the Owner. Such costs, if not paid at the end of one month after becoming due and payable bear, until paid, a simple interest at an annual rate of 10%. The Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable and any interest payable thereon and the costs and expenses of the Owners Corporation incurred in recovering those amounts.”

7.14 All flooring works and floor finishes undertaken to and/or installed in a lot must be undertaken and/or installed in accordance with all applicable Australian Standards at all times.

Flooring Works and other by-law provisions

7.15 All flooring works that are:

a. before the making of Special By-Law No.1 for Cosmetic Works, Minor and Major Renovations, “Major Works” or “Minor Works” within the meaning of By-Law 23 must be undertaken in accordance with the provisions of By-Law 23; or

b. after the making of Special By-Law No.1 for Cosmetic Works, Minor and Major Renovations, must be undertaken in accordance with the provisions of Special By-Law 1 whether as minor renovations or major renovations depending on the nature of the works undertaken.

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Storage Areas

8.1 An Owner or Occupier must:

a. not obstruct or otherwise interfere with the mechanical ventilation of any Storage Area and any fire services located in any Storage Area;
b. not, except with the prior written approval of the Owners Corporation, use or store in a Storage Area any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material;
c. be responsible for the repair of any damage caused to a Storage Area and Common Property as a result of the use of the Storage Area;
d. ensure that a Storage Area is kept clean and free of rubbish and vermin;
e. ensure that ventilation of the Storage Area is not adversely affected due to the items stored; and
f. not unreasonably restrict access to a Storage Area if access to the Storage Area is required by the Owners Corporation or another Owner or Occupier for the purpose of carrying out maintenance in the vicinity of the Storage Area.

Bicycle Storage

8.2 An Owner or Occupier must not:

a. permit any bicycle to be stored on the Common Property, other than in a Bicycle Storage Area or such other area as may be designated by the Owners Corporation from time to time as a bicycle storage area; and
b. permit any bicycle to be kept in any part of the Common Property including the foyer, stairwells, hallways, garden areas, walkways, Balcony, Enclosed Balcony, or other parts of the Common Property, other than as designated under by-law 8.2(a).

Grant of Powers

8.3 In addition to the powers, authorities, duties and functions conferred by or imposed on it pursuant to the Act, the Owners Corporation shall have the additional powers, authorities, duties and functions in relation to car parking subject to the conditions of this by-law as follows:

a. the power to regulate the use of the Common Property and the Visitor Car Parking Space for parking of motor or other vehicles;
b. the power to enter into arrangements with third parties (including vehicle towing services) to remove motor or other vehicles that are parked or left in contravention of this by-law; and
c. the power to erect signage regarding parking including advising that motor or other vehicles parked or left in contravention of this by-law will be removed from the parcel.

Conditions

8.4 The Owner or Occupier is permitted to, for the purpose of loading or unloading furniture or large objects, cause a motor or other vehicle to park or stand upon the Common Property or a Visitor Car Parking Space for a maximum of two (2) hours.

8.5 Subject to by-law 8.4, the Owner or Occupier of a Lot shall not cause or permit at any time any of the following:

a. the Owner or Occupier of a Lot to park or stand a motor or other vehicle upon the Common Property or a Visitor Car Parking Space;
b. a Visitor to park or stand a motor or other vehicle upon the Common Property (excluding the Visitor Car Parking Space);
c. a Visitor to park or stand a motor or other vehicle upon the Visitor Car Parking Space for longer than two (2) nights per week.
d. any employee, contractor, tradesperson, removalist or the like to:

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i. park or stand a motor or other vehicle upon the Visitor Car Parking Space for a period exceeding two (2) consecutive hours; or

ii. repair a motor or other vehicle upon the Visitor Car Parking Space;

e. the repair, or allow to be repaired, a motor or other vehicle upon the Visitor Car Parking Space or the Common Property;

f. the leasing or hiring of any parking space comprised in any Lot or any other area to which the Owner or Occupier of a Lot has a right of use to a person other than an Owner or Occupier of a Lot;

g. a vehicle to be driven on or through the Common Property at a speed greater than 10 kilometres per hour except with the prior written approval of the Owners Corporation.

8.6 An Owner or Occupier of a Lot can make a written application prior to the expiry of the time outlined in by-law 8.5 to the Owners Corporation or Strata Committee to be exempted from the restriction(s) under by-law 8.5.

8.7 The Owners Corporation or Strata Committee shall not unreasonably refuse consent to an application made pursuant to by-law 8.6, however the Owners Corporation or Strata Committee at its absolute discretion may impose such conditions on the Owner or Occupier of a Lot as are reasonably necessary in relation to the parking or standing of a motor or other vehicle upon the Common Property or upon a Visitor Car Parking Space.

8.8 The Owners Corporation, Strata Committee or Strata Manager, for the purpose of the control, management and use of the Common Property and the Visitor Car Parking Space Area and particularly the parking or standing of a motor or other vehicle upon the Common Property or upon a Visitor Car Parking Space, may: -

a. install barriers consisting of chains or bollards in such places as are reasonably necessary to regulate the standing of motor or other vehicles in or on the Common Property or a Visitor Car Parking Space;

b. install signage on the Common Property or a Visitor Car Parking Space of the effect of this by-law and placing limitations on the standing or parking of motor or other vehicles;

c. place a notice on or about the windscreen of any motor or other vehicles parking or standing in or on the Common Property or a Visitor Car Parking Space in contravention of this by-law or any resolution of the Owners Corporation or Strata Committee under this by- law;

d. remove any motor or other vehicle parked or standing in or on the Common Property or a Visitor Car Parking Space in contravention of this by-law or the Act, in accordance with the Act;

e. take such further action consistent with this by-law as is lawful, reasonable and necessary in order to regulate or restrict the parking of motor or other vehicles in or on the Common Property or a Visitor Car Parking Space.

8.9 An Owner or Occupier of a Lot is liable for a breach by their employees, tradespersons, contractors and Visitors of the terms on signage erected in accordance with this by-law or for any other breach of this by-law.

Default by Owner

8.10 The Owners Corporation my recover from the Owner or Occupier of a Lot the Car Parking Fee.

8.11 Any amount recoverable against an Owner or Occupier of a Lot are due and payable by the Owner or Occupier at the end of one (1) month from the Owners Corporation serving notice on the Owner or Occupier of the said amount.

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8.12 Any amount recoverable against an Owner or Occupier of a Lot under this by-law bears simple interest at an annual rate of 10% one (1) month from the date the amount is due and payable.

8.13 The Owners Corporation may recover as a debt any amount recoverable against an Owner or Occupier of a Lot if not paid at the end of one (1) month after the amount(s) is due and payable, and any interest payable thereon, and the costs and expenses of the Owners Corporation incurred in recovering that amount.

8.14 An Owner or Occupier of a Lot shall indemnify and keep indemnified the Owners Corporation from any claims, losses, damages, costs, fees, expenses, fines and penalties incurred or suffered by or claimed against the Owners Corporation caused by, arising out of or in relation to an Owner or Occupier failing to comply with this by-law.

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Permitted Animals

9.1 An Owner or Occupier may keep without the consent of the Owners Corporation:

a. Fish in an enclosed aquarium;

b. 1 caged bird;

c. 1 dog (other than an Excluded Dog); or

d. 1 cat.

Consent

9.2 An Owner or Occupier must obtain the consent of the Owners Corporation before that Owner or Occupier keeps:

a. Any other type of animal; or

b. More than 1 dog (other than an Excluded Dog) or 1 cat at the same time; or

c. 1 dog (other than an Excluded Dog) and 1 cat at the same time.

9.3 The application for consent referred to in by-law 9.2 must be made in writing to the Owners Corporation and must contain the following:

a. a detailed description of the animal proposed to be kept (including details of the name, breed and size of the animal);

b. a photograph of the animal (if available); and

c. a copy of any registration/licence for the animal.

9.4 An application for consent of the keeping of an animal by an Owner or Occupier is to be considered by the Owners Corporation at either a general meeting of the Owners Corporation or at a Strata Committee meeting within 14 days of the date of the application. Failure to comply with this by-law 9.4 does not amount to consent.

9.5 The Owners Corporation or the Strata Committee (as the case may be) must act reasonably when considering an application for approval to the keeping of an animal on a Lot in the Strata Scheme.

Rules

9.6 If an Owner or Occupier is entitled to keep an animal in accordance with this by-law (whether as permitted under by-law 9.1, or with the consent of the Owners Corporation), or if an Owner or Occupier keeps an animal that is an assistance animal (within the meaning of section 9 of the Commonwealth Disability Discrimination Act 1992), then the Owner or Occupier shall:

a. keep the animal in compliance with the *Companion Animals Act 1998* (where applicable);

b. keep the animal within the boundaries of their Lot;

c. take such action as necessary to promptly clean all areas of the Lot and Common Property that are soiled by the animal including by making use of, where applicable, a

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soiling bag which must properly and hygienically be disposed of in a non-offending manner that prevents the emission of odour;

d. ensure that the animal is microchipped and is wearing an identification tag or collar containing the contact details of its owner at all times (where required by law);

e. prohibit the animal from walking or running on all grassed and garden areas in common areas;

f. ensure the animal is on a leash at all times when it is on the Common Property;

g. ensure that any product arising from the disposal of food and litter waste is securely packaged to limit:

i. odours occurring in the receptacles for garbage; or

ii. the attraction of vermin or other pests to the Common Property including the area designated for the storage of receptacles for garbage;

h. comply with any directions of or guidelines as may be published by the Strata Committee or Owners Corporation from time to time;

i. do all acts and things necessary to ensure that no noise is created by the animal which is likely to interfere with the peaceful enjoyment of an Owner or Occupier of another Lot or of any person lawfully using the Common Property and without limiting the foregoing, an Owner or Occupier must not permit any dogs in that lot to bark continuously, so that such noise is audible in another Lot; and

j. remain liable for any damage to a Lot or to Common Property arising out of the keeping of the animal and indemnify and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the keeping of the animal including any injury to any person, and damage to a Lot or to Common Property.

9.7 An Owner or Occupier of a Lot must ensure that any Permitted Person complies with this by-law 9 whilst that person is in a Lot or on the Common Property.

9.8 This by-law 9:

a. does not permit the keeping of an Excluded Dog; but

b. does not prevent the keeping of a dog used as a guide, companion or hearing dog; and

c. without limiting the foregoing provision, does not prevent the keeping of an assistance animal within the meaning of section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

9.9 An Owner or Occupier of a Lot who keeps an assistance animal on the Lot must, if required to do so by the Strata Committee or the Owners Corporation, provide evidence to the Owners Corporation demonstrating that the animal being kept on the lot is an assistance animal within the meaning of section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

9.10 If an Owner or Occupier does not comply with any obligation under this by-law 9 then the Owners Corporation may (at its absolute discretion) revoke any approval given under this by-law 9 or otherwise and will give notice of such revocation to the Owner or Occupier and request removal of the animal.

9.11 If any approval to keep an animal under this by-law 9 or otherwise is revoked by the Owners Corporation then the Owner and/or Occupier shall remove the animal within 7 days from the date that a written notice is given to the Owner or Occupier by the Owners Corporation.

9.12 An Owner or Occupier is responsible for ensuring that any employees, tradespersons,

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contractors and Visitors comply with the provisions of this by-law 9.

9.13 Any approval given by the Owners Corporation under by-law 9.4 may contain any reasonable conditions approved by the Owners Corporation at the time that the consent is given.

9.14 Any consent granted under this by-law is only applicable for the life of that particular animal.

BY-LAW 10: Cleaning

Cleaning and Maintenance of Lot

10.1 Each Owner and Occupier must keep their Lot:
- a. Clean and tidy;
- b. Free from rubbish; and
- c. In good repair and condition.

Windows and Doors

10.2 An Owner or Occupier must keep clean all exterior surface of glass in windows and doors (and if applicable glass Balcony and Enclosed Balcony louvres and retractable glass walls) on the boundary of the Lot, including so much as is Common Property, unless:
- a. The Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
- b. That glass or part of the glass cannot be accessed by the Owner or Occupier safely or at all.

Balconies and Gardens

10.3 An owner or Occupier must keep all internal gardens within a Lot and Balconies clean, tidy and well maintained.

10.4 If there are planter boxes on or within a Balcony, an Owner or Occupier must:
- a. Properly maintain the soil in the planter boxes;
- b. When watering the plants or soil make sure that water does not go on to Common Property or another Lot; and
- c. Balconies must not be:
  - a. Used for the storage of goods; or
  - b. Enclosed in any way.

10.5 Upholstered furniture, whose primary purpose is for internal use must not be placed within a balcony.

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BY-LAW 11: Moving In/Out

11.1 An Owner or Occupier must comply with any provisions of the Strata Management Statement with respect to the loading and unloading and transport of any furniture or large objects.

11.2 An Owner or Occupier of a Lot who is moving in or out of the Building (or any invitees of the Owner or the Occupier of a Lot) must not transport any goods and equipment, furniture or large objects through or on Common Property within the Building except in accordance with this By- Law 11 and only after sufficient notice (being at least 48 hours prior notice) has first been given to the Strata Committee or the Strata Manager, so as to allow a representative of the Owners Corporation to be present at the time when the Owner or Occupier (or any invitees) does so.

11.3 Before an Owner or Occupier (or any invitees of the Owner or the Occupier of a Lot) moves any goods and equipment, furniture or large objects through or on Common Property within the Building ("**Removals**"), the Owner or Occupier must make arrangements with the Strata Committee or the Strata Manager in writing within a reasonable time (at least 24 hours) before the Removals are carried out:

a. to book the lift;

b. to ensure that lift covers are in place;

c. to give notice of any necessary security arrangements; and

d. to notify any representative of the Owners Corporation (if considered necessary).

11.4 Removals may only be carried out on Monday to Saturday between the hours of 8.00am and 4.00pm or in accordance with the permitted hours determined by the Owners Corporation from time to time.

11.5 An Owner or Occupier of a Lot must ensure that:

a. all Removals are to be carried out in the lift booked with the Strata Committee or the Strata Manager;

b. all areas are protected from damage when carrying out Removals and all rubbish is removed from the Strata Scheme and its surrounds; and

c. all Removals are transported in the manner reasonably directed by the Strata Committee or the Strata Manager; and

d. all deliveries whatsoever, particularly deliveries by removalist trucks or otherwise are to be made or received from those areas in the Common Property in the Building designated for such purposes.

11.6 In the event of any damage to the Common Property resulting from a failure by the Owner or Occupier of a Lot to comply with the provisions of this by-law 11, then the Owners Corporation may repair such damage, and is entitled to recover from the Owner or Occupier of that Lot all the Owners Corporation's costs of undertaking such repairs. Such costs shall be a debt due and payable on demand by the Owner or Occupier of that Lot to the Owners Corporation.

11.7 For the purposes of this by-law 11, "goods and equipment" includes construction materials, construction equipment and the like."

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General

12.1 An Owner or Occupier may access the Garbage and Recycling Room.

12.2 Each floor of the Building also has a garbage chute for an Owner or Occupier to deposit garbage and waste (other than recyclable materials).

12.3 Subject to by-law 12.7, an Owner or Occupier may place garbage and waste directly in the main Garbage and Recycling Room or in the garbage chutes (depending on size and volume).

Council Collection

12.4 The Owners Corporation acknowledges that the Council or a private contractor may be responsible for collecting the garbage and recyclable materials only from the garbage collection point located on Denison Street.

12.5 The Owners Corporation must ensure the garbage bins are placed on Denison Street for collection after 7.00pm on the day prior to collection and returned to the Garbage and Recycling Room within two (2) hours of the garbage being collected by Council or a private contractor.

12.6 Other than in accordance with this by-law, garbage, trade waste or recyclable material must not be placed outside the Building at any time.

"**Owner and Occupier Obligations**

12.7 An Owner or Occupier must ensure that:

a. Garbage is drained and securely wrapped before being placed in a garbage container or chute;

b. Recyclable materials are placed in a container designated for that purpose in the Garbage and Recycling Room and are separated and prepared in accordance with the applicable recycling guidelines;

c. Bottles are drained and cleaned and not broken before placing them in a garbage container designated for that purpose and that bottles, glass or liquid are not deposited in a garbage chute; and

d. No large items are placed in a garbage chute that might cause a blockage; and

e. No items that are not appropriate for disposal in a toilet or the plumbing system (for example such as nappies, baby wipes or other wipes) are to be placed in or disposed of in a toilet or the plumbing system of a Lot or the Common Property; and

f. Any reasonable directions of the Owners Corporation, and any signs posted by the Owners Corporation on the Common Property with instructions, on the storage, handling, collection and disposal of recyclable material, garbage or waste including the cleaning of or disposal of any spilled garbage or waste, are complied with; and

g. Any guidelines for the storage, handling, collection and disposal of recyclable material, garbage or waste of the Council or any private contractor responsible for the collection of recyclable material, garbage or waste are complied with.

Cleaning up spills

12.8 An Owner or Occupier must immediately clean up any spillage or waste, garbage or recyclable material on Common Property which is caused by that Owner or Occupier.

12.9 If an Owner or Occupier does not comply with by-law 12.7, the Owners Corporation can do so and can charge the Owner or Occupier a reasonable fee for doing so.

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BY-LAW 13: Provision Of Amenities Or Services

13.1 Subject to by-law 13.2, the Owners Corporation may determine to enter into arrangements for the provision of amenities or services to 1 or more of the Lots, or to the Owners or Occupiers including:

i. Window cleaning;
ii. Garbage disposal and recycling services;
iii. Electricity, water or gas supply;
iv. Telecommunication services;
v. Landscaping and gardening;
vi. General cleaning; and
vii. Security services.

13.2 If the Owners Corporation makes a determination referred to in this by-law to provide an amenity or service to a Lot or to an Owner or Occupier, it must indicate in the determination the amount for which, or the conditions on which, it will provide the amenity or service.

BY-LAW 14: Security Keys

Owners Corporation

14.1 The Owners Corporation may restrict access to the Building or parts of the Building by means of Security Keys.

14.2 The Owners Corporation must make keys available to:

a. Owners and Occupiers; and

b. Persons authorised by the Owners Corporation.

Fee

14.3 The Owners Corporation may charge a reasonable fee for an additional or replacement Security Key required by an Owner or Occupier.

Occupiers

14.4 An Owner must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Owner or the Owners Corporation.

Rules

14.5 A person to whom a Security Key is made available must:

a. Not duplicate or copy the Security Key;
b. Immediately notify the Owners Corporation if the Security Key is lost, stolen or misplaced;
c. Use reasonable endeavours to ensure the Security Key remains within that person's control;
d. When requested by the Owners Corporation, immediately return the Security Key to the Owners Corporation; and
e. Take all reasonable steps to safeguard the Security Key against loss, damage or theft

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BY-LAW 15: Owners Corporation May Carry Out Work

Owners Corporation rights

15.1 The Owners Corporation may do anything on or in a Lot:

a. Which should have been done under these by-laws but has not been done or has not been done properly;
b. To comply with these by-laws, including remedying, removing or restoring anything on that Lot which is prohibited under these by-laws; or
c. To gain access to Common Property for any reasonable purpose.

15.2 If by-law 15.1 applies, the Owners Corporation (including any representative, contractor or agent) is entitled to:

a. Enter and remain on the Lot for as long as is necessary; and
b. Recover any costs associated with carrying out works under these by-laws from the Owner.

Notice

15.3 An Owner or Occupier must consent to the Owners Corporation entering onto a Lot to carry out work reasonably required to discharge or give effect to the Owners Corporation's obligations to repair and maintain the Parcel so long as:

a. Reasonable notice is given to the Owner and Occupier whose Lot the Owners Corporation must enter; and
b. The Owners Corporation uses reasonable endeavours to cause little inconvenience as possible to the Owner and Occupier affected.

15.4 By-law 15.3 is in addition to the powers of the Owners Corporation under the Act.

BY-LAW 16: Air Conditioning

Owner's Components

16.1 Owners have the exclusive use and enjoyment of the components of the air conditioning system exclusively servicing that Owner's Lot.

16.2 The Owners are responsible for the proper repair, maintenance and replacement of the components of the air conditioning system referred to in by-law 16.1.

16.3 Without limiting the provisions of by-law 16.2, an Owner of Lot is responsible for and must ensure that any air conditioning system exclusively servicing that Owner's Lot does not cause or create noise or vibration which is likely to interfere with another Owner or Occupier's right to peaceful enjoyment of another Lot or the Common Property.

Make Good and Indemnity

16.4 Damage to the Common Property adjacent to the air conditioning components referred to in this by-law 16 that are caused directly or indirectly by an Owner or Occupier must be made good by and at the cost of that Owner or Occupier in a proper and workmanlike manner and to the satisfaction of the Owners Corporation.

16.5 An Owner must indemnify the Owners Corporation from and against claims, demands and liabilities of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise by the Owner or Occupier a Lot of the rights conferred by this by-law.

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BY-LAW 17: Change In Use

17.1 An Occupier must notify the Owners Corporation if the Occupier changes the existing use of the Lot.

17.2 Without limiting the provisions of by-law 17.1, the following changes of use must be notified:

a. a change 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); and

b. a change to the use of a Lot for short-term or holiday letting permissible by legislation; and

c. a change to the use of a lot for any purpose or use other than for use as the permanent domicile or residence of the occupier of the lot.

17.3 The notice required to be given under by-law 17.2 must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

17.4 If the change of use results in an increase in the premium payable for any or all of the insurance effected by the Owners Corporation, then subject to the provisions of the Act the Owner of the relevant Lot must pay to the Owners Corporation that increase in premium within 7 days of notification in writing by the Owners Corporation."

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BY-LAW 18: Restrictions On The Use Of Lots

18.1 Lots may only be used as a single residential dwelling for occupation by Owners and Occupiers.

18.2 Owners and Occupiers must not use its Lot or permit its Lot to be used:

a. Except for a use permitted by a development consent granted by a relevant authority;

b. For any illegal use;

c. For any use that degrades the reputation of the Owners Corporation or other Owners in the Building;

d. In any manner that is likely to interfere with the reasonable enjoyment of an Owner or Occupier of any other Lot or the Common Property; or

e. For any industrial or commercial purpose including backpackers accommodation, serviced apartments or a boarding house.

18.3 An Owner or Occupier of a Lot must not permit a Lot to be used for an Itinerant Use.

18.4 The total number of adults residing in a Lot must not exceed twice the number of Council approved bedrooms in that Lot.

Owners Obligation

18.5 Notwithstanding the provisions of section 258 of the Act and, in addition to the requirements of that section, an Owner will give to the Owners Corporation a notice specifying the names of any occupiers, the period of their occupancy and the date of anticipated termination of the occupancy for each occupier.

18.6 The Owners Corporation shall subject to the Act have a right to access the Lot upon the giving of written notice to the Owner if it is satisfied that the Owner is in breach of this by-law 18.

18.7 Upon service of the notice provided for in by-law 18.9 hereof, the Owner or Occupier of a Lot must provide access to the Lot to the Owners Corporation, by its agents or employees, in accordance with the Act.

Additional Provisions

18.8 An Owner or Occupier must comply with any reasonable directions of the Owners Corporation given under this by-law 18.

18.9 The Owners Corporation, or the strata managing agent, may serve a notice under section 146 of the Act, requiring the Owner or Occupier to comply with this by-law 18 if it is satisfied that there has been a contravention of it.

18.10 The Owners Corporation may apply for an order of the tribunal under section 147 of the Act that an Owner or Occupier pay a pecuniary penalty, if it is satisfied that the Owner or Occupier has following service of the notice served under section 146 of the Act, contravened this by-law 18.

18.11 The Owners Corporation may, in addition to the order sought under by-law 18.10, seek an order of the tribunal for the payment of the Owners Corporation's costs arising as a result of a contravention by the Owner or Occupier of this by-law 18.

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BY-LAW 19: Integrity Of Fire Safety Systems

19.1 An Owner or Occupier must not:
- a. Interfere with or damage any Fire safety Device; or
- b. Activate a Fire Safety Device other than in the case of a hazard or danger to the Parcel or any persons on the Parcel.

19.2 An Owner or Occupier must:
- a. Immediately notify the Owners Corporation of a defect, damage, failure or malfunction of any Fire Safety Device except for smoke detectors within a Lot;
- b. Immediately notify a fire protection agency or the Fire Brigade of occurrence of fire or other hazard within the Parcel;
- c. Notify the Owners Corporation of a risk of fire or other hazard within the Parcel;
- d. Give the Owners Corporation notice in writing before changing a lock on the door to a Lot or adding additional locks or door hardware;
- e. Subject to receiving notice under by-law 19.4 give the Owners Corporation (and any agent) access to that person's Lot for the purpose of inspecting, testing, repairing or replacing Fire Safety Devices.

19.3 Notwithstanding the provisions of this by-law, an Owner or Occupier remains responsible to keep and maintain smoke detectors within that person's Lot in good and serviceable order.

19.4 The Owners Corporation must give reasonable notice in writing to the Occupier of a Lot before exercising the right conferred by by-law 19.2(e).

19.5 In addition to by-law 19.1, an Owner or Occupier must not:
- 19.5.1 without lawful excuse or cause, make, or cause to be made; or
- 19.5.2 request, prompt or provoke without lawful excuse or cause, a Fire Services Call-Out.

19.6 An Owner or Occupier who makes, or causes to be made, a Fire Services Call-Out in contravention of by-law 19.5 hereof must reimburse the Owners Corporation for all costs incurred with respect to that call-out.

19.7 If an Owner or Occupier breaches a provision or provisions of this by-law, the Owners Corporation can exercise the powers granted under by-law 15.

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Furniture

21.1 An Owner, Occupier or Permitted Person must not, without the written consent of the Owners Corporation, use a Balcony to store furniture, good or any other item

21.2 Outdoor furniture or other loose items kept on a Balcony must:

a. Have an appearance in keeping with the appearance of the rest of the Building;
b. Not cause damage or be dangerous or have potential to cause damage or injury;
c. Be adequately secured to ensure that they do not cause damage to a person or property in windy conditions; and
d. Not be placed near balustrades in a manner which may create a safety hazard.

21.3 Furniture and other loose items kept on an Enclosed Balcony that may be visible from the exterior of the Building must:

a. have an appearance in keeping with the appearance of the rest of the Building;

b. be kept tidy and well maintained;

c. not cause damage or be dangerous or have potential to cause damage or injury;

d. be adequately secured to ensure that they do not cause damage to a person or property in windy conditions; and

e. not be placed near balustrades in a manner which may create a safety hazard.

Glass balustrades, handrail and grilles

21.5 Subject to by-law 21.6, an Owner or Occupier must keep all Balconies, Enclosed Balconies, glass balustrades, handrail and grilles within the Owner or Occupier's Lot clean, tidy and well maintained including so much as is Common Property unless:

a. the Owners Corporation resolves that it will keep the glass balustrades, handrail and grilles clean; or
b. the glass balustrades, handrail and grilles cannot be access by the Owner or Occupier of the Lot safely or at all.

21.6 Owners are responsible for the cost of keeping clean that part of the glass balustrades, handrail and grilles of the Lot that cannot be accessed by an Owner or Occupier safely or at all and must indemnify the Owners Corporation in this regard according to the relative proportion of the respective unit entitlements.

21.7 An Owner or Occupier must ensure that no damage is caused to a person or property when cleaning, tidying or maintaining any item referred to in by-law 21.4.

21.8 An Owner or Occupier must not tint or cover a glass balustrade or place any sign on the balustrade.

Rules

21.9 An Owner or Occupier must ensure animals do not soil on any Balcony surface.

21.10 An Owner or Occupier must not:

a. modify a balustrade of a Balcony in any way; or
b. affix or install any item to a wall or ceiling of a Balcony;

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c. for Enclosed Balconies, affix or install any item to a wall or ceiling of an Enclosed Balcony that may be visible from the exterior of the Building and that is not in keeping with the appearance of the rest of the Building; or
d. use the glass balustrade or hand rail for any purpose other than for what it was designed.

21.11 An Owner or Occupier must not place items on Balconies which may be capable or falling or being blown by wind off the Balcony or in a manner which might create a safety hazard.

21.12 An Owner or Occupier must not place any items on ledges, hand rails or balustrades of Balconies.

BY-LAW 22: Screening Devices, Hoods, Shutters, Pergolas, Awnings and Louvers

22.1 Owners of Lots that have screening devices, hoods, shutters, pergolas, awnings and louvers attached to balconies of their Lot as at the date of registration of the Strata Plan have the exclusive use and enjoyment of those screening devices, hoods, shutters, pergolas, awnings and louvers on the terms of this by-law.

22.2 Subject to by-law 10.2, the Owners referred to in by-law 22.1 are responsible for the repair, maintenance and replacement of screening devices, hoods, shutters, pergolas, awnings and louvers at their cost and must ensure that the screening devices, hoods, shutters, pergolas, awnings and louvers are kept in good and serviceable repair.

22.3 If an Owner does not carry out its obligations under this by-law, the Owners Corporation can exercise the powers granted under by-law 15 to ensure the screening devices, hoods, shutters, pergolas, awnings and louvers are adequately maintained.

22.4 If an Owner wishes to replace the screening devices, hoods, shutters, pergolas, awnings and louvers the Owner must obtain the consent of the Owners Corporation and comply with by-law 23 for Building Works and Alterations, or Special By-Law No. 1 for Cosmetic Work, Minor and Major Renovations, whichever is applicable and effective at the relevant time.

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23.1 The purpose of this by-law is to provide a programme for the seeking of approval from the Owners Corporation to the carrying out of Works to a lot and common property and to regulate the maintenance, repair and replacement of those Works.

Definitions and Interpretation

23.2 Definitions

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

Approved Form means the form attached at **Annexure "A"** or as the Executive Committee may otherwise approve from time to time.

Essential Works means any essential maintenance, repair, replacement, upgrading or emergency works that the Owners Corporation is required to do under the Act or any other law to any part of common property structure or services including within a lot.

Insurance means:

a. contractors all risk insurance (including public liability insurance) in the sum of $10,000,000.00;
b. insurance required under the *Home Building Act 1989* (if any); and
c. workers' compensation insurance.

Major Works means works that require penetration to or removal of common property floors, walls and ceilings including works of a structural nature including bathroom, laundry & kitchen, the installation of air-conditioning, hot water systems, security/alarm systems, shutters and any additions to the common property (which are not Minor Works).

Minor Works means works that do not penetrate or remove any common property walls, ceilings, floor slabs (with exception of screwing internal partitions to the walls, ceilings, floors and minor attachments to common property) including for example painting and replacing carpet.

Works means the Minor Works and the Major Works.

Conditions

23.3 Before Commencement

23.3.1 An owner has the right to carry out Minor Works without the consent of the Owners Corporation.

23.3.2 Prior to carrying out any Major Works, an owner must submit to the Owners Corporation a duly completed Approved Form. The form must specify in detail the works to be undertaken and the duration of any impact on the common property or disruption to common property services or access.

23.3.3 Upon receipt of the Approved Form, the Owners Corporation shall determine, at its absolute discretion, whether the Works to be carried out are Minor Works or Major Works. In order to make such determination, the Owners Corporation may request the owner to provide additional details of the Works, including plans, specifications and engineer's reports or certifications.

23.3.4 On making the determination, the Owners Corporation (or its representative) shall inform the owner, in writing, of that determination.

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23.3.5 Before commencement of any Major Works, the owner must:

a. prepare and provide to the Owners Corporation:

i. a new by-law under the Act, to amend the definition of "Major Works", "Lot" and include a new definition of "Plans" to cover the specific scope of Major Works to be carried out and Part 1 to confer rights of exclusive use and enjoyment and special privilege; and

ii. the owner's written consent to:
   a. the passing of the by-law; and
   b. be responsible for the maintenance, repair and replacement of the Major Works,

iii. other owners' written consents to the passing of the by-law, where required, such by-law and forms of consent to be prepared substantially in terms of the documents set out in Annexures B and C and to be considered at a general meeting of the Owners Corporation;

b. provide a complete proposal concerning the Major Works including but not limited to:
   i. plans and specifications of the proposed works;
   ii. specifications for any sound or energy rating, type, size together with the manufacturer's or suppliers brochure regarding same;
   iii. a diagram depicting the location of or proposed installation points of all parts of the works;
   iv. engineering plans and certifications if requested by the Owners Corporation;
   v. any necessary approvals/consents/permits from any Authority; and
   vi. a report(s) from an engineer nominated by the Owners Corporation concerning the impact of the works on the structural integrity of the building and lot and common property (if required);

c. pay for all costs of the Owners Corporation including:
   i. legal fees for reviewing the proposal;
   ii. fees for convening any meeting to consider the proposal;
   iii. any other reasonable professional fees required to consider the proposal including strata management fees or engineering fees; and
   iv. registration fees for the by-law contemplated in by-law 3.1.6(a);

d. if requested, a dilapidation report prepared by a structural engineer having reviewed the Major Works in relation to any area of the building (including any lot and common property) that may be affected by the Works. The dilapidation report shall be in writing and shall include photographs of the relevant areas; and

e. obtain written consent to the date for the commencement of the Major Works from the Owners Corporation upon satisfaction of its obligations in by-laws 23.3.5(a) to 23.3.6(d). For clarity, no Major Works may be commenced unless and until the by-law referred to in by-law 23.3.5(a) is passed by special resolution at a duly convened general meeting of the owners corporation;

23.3.6 Upon receipt of a by-law under by-law 23.3.5(a) the Owners Corporation will review the proposal and stipulate any relevant conditions to be contained in the exclusive use or special privileges by-law such conditions to include (but not be limited to) those set out in by-laws 23.3 to 23.10 (inclusive).

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Notice

23.4 Notice

23.4.1 At least two (2) weeks prior to the commencement of the Major Works the owner shall notify the Owners Corporation or a member of the Executive Committee of the day of commencement of the Major Works or an aspect of the Major Works.

23.4.2 At least two (2) days prior to the commencement of the Major Works or an aspect of the Major Works the owner shall make arrangements with the strata managing agent regarding:

a. the suitable times and method for the owner's contractors to access the building to undertake the Major Works; and
b. the suitable times and method for contractors to park their vehicles on common property whilst the Major Works are being conducted.

Compliant Works

23.5 To be compliant under this by-law, Major Works:

a. must be in keeping with the appearance and amenity of the building in the opinion of the Owners Corporation;

b. must be manufactured, designed and installed to specifications for domestic use;

c. for fire detectors, any alterations, connections or disconnection to the fire detectors are to be detailed. If approved, the changes shall be certified by the fire certification controller appointed by the Owners Corporation;

d. for air-conditioning, must have a new condenser unit (external) that:
   i. is mounted on vibration pads in a location so as to minimise noise and vibration;
   ii. is installed in the rear courtyard or balcony of the lot and in a location least likely to cause disturbance to other owners (as approved by the Owners Corporation);
   iii. has an acceptable sound rating as specified by the Owners Corporation in writing, such rating not to exceed the original specifications in respect of the building;
   iv. has all external piping and electrical work covered with the same style downpipe used for the existing guttering of the building;
   v. is not visible from the street; and
   vi. not be installed through or attached to windows;

e. for hard surface flooring, must be insulated with soundproofing underlay as specified by the Owners Corporation from time to time and must not have a weighted standardised impact sound pressure level L'nT, exceeding 50 when measured in situ in accordance with Australian Standard "AS ISO 140.7-2006 Field measurements of impact sound insulation of floors" and rated to AS ISO 717.2-2004" Acoustics – Rating of sound insulation in buildings and of building elements. Part 2: Impact sound insulation; and

f. where any work requires the installation of a drip tray, the drip tray must connect to the building plumbing.

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During Construction

23.6 Whilst the Works are in progress the owner of the lot at the relevant time must:

a. use duly licensed employees, contractors or agents to conduct the Works;
b. ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards;
c. ensure the Works are carried out expeditiously and with a minimum of disruption;
d. carry out the Works between the hours permitted by local council. In addition, no Works are to be carried out on a Sunday or public holiday unless they are silent works (e.g. painting);
e. transport all construction materials, equipment and debris as reasonably directed by the Owners Corporation;
f. not allow tradespersons and contractors at any time to park on common property without the written consent of the Owners Corporation;
g. not allow waste bins or skips to be placed on or near the common property without the prior written consent of The Owners Corporation;
h. not cause or permit storage, mixing, preparation, cutting or any other work in connection with the Works to be conducted on the common property;
i. protect all affected areas of the building outside the lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
j. provide to the Executive Committee at least forty-eight (48) hours prior written notice of any noisy works (e.g., jackhammering, the use of any pneumatic, rotary or powder-actuated tools);
k. ensure that the Works do not interfere with or damage the common property or the property of any other owner other than as approved in this by-law and if this occurs the owner must rectify that interference or damage within a reasonable period of time;
l. provide the Owners Corporation's nominated representative(s) access to inspect the lot within forty-eight (48) hours of any request from the Owners Corporation(for clarity more than one inspection may be required);
m. observe all the other by-laws applicable to the strata scheme at all times; and
n. not vary the Major Works or their scope without first obtaining the consent in writing from the Owners Corporation.

After Construction

23.7 After the Major Works have been completed the owner must without unreasonable delay:

a. notify the Owners Corporation that the Major Works have been completed;
b. notify the Owners Corporation that all damage, if any, to lot and common property caused by the Major Works and not permitted by this by-law has been rectified;
c. provide the Owners Corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Major Works;
d. provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Major Works or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
e. provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Major Works have been completed satisfactorily and in accordance with this by-law; and
f. provide the Owners Corporation's nominated representative(s) access to inspect the lot within forty-eight (48) hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law.

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Statutory and other requirements

23.8 The owner must:

a. comply with all requirements of the Owners Corporation, the by-laws applicable to the strata scheme and all directions, orders and requirements of all relevant statutory authorities, including the local council relating to the Major Works and must be responsible to ensure that the respective servants, agents and contractors of the owner comply with the said directions, orders and requirements;
b. ensure that the warranties provided by the Building Code of Australia and Australian Standards are, so far as relevant, complied with; and
c. comply with the provisions of the Home Building Act 1989.

23.8.1 The Works must:

a. be carried out in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract; and
b. comprise materials that are good and suitable for the purpose for which they are used and must be new.

Enduring Rights and Obligations

23.9 An owner must:

a. properly maintain, replace and keep in good and serviceable repair any Works installed by them;
b. properly maintain and upkeep those parts of the common property in contact with the Works;
c. repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Works are removed or relocated;
d. ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
e. ensure that any electricity or other services required to operate the Works (where applicable) are installed so they are connected to the lot's electricity or appropriate supply;
f. indemnify and keep indemnified the Owners Corporation from any claims, losses, damages, costs, fees, expenses, fines and penalties incurred or suffered by or claimed against the Owners Corporation caused by, arising out of or in relation to the installation, use, repair, replacement or removal of any Works including any liability in respect of the property of the Owner; and
g. without derogating from the generality of by-law 23.9(f) indemnifies and shall keep indemnified the Owners Corporation from any claims, losses, damages, costs, fees, expenses, fines and penalties incurred or suffered by or claimed against the Owners Corporation howsoever caused by the Owners Corporation, its officers, employees, contractors or agents carrying out any Essential Works where those costs would not have been incurred other than where the owner or Occupier of a lot is in breach of by-law 23.9.

23.9.1 If the dilapidation report referred to in 23.6(d) of this by-law is obtained, the owner and the Owners Corporation acknowledge and agree that shall be the basis for ascertaining and determining whether any damage has been occasioned by the Works to the common property and any lot.

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Recover of Costs

23.10 If an owner fails to comply with any obligation under this by-law, the Owners Corporation may:

a. by its agents, employees and contractors, enter upon the lot and carry out all work necessary to perform that obligation;
b. recover from the owner the amount of any fine or fee which may be charged to the Owners Corporation; and
c. recover any costs from the owner as a debt due.

Essential Works

23.11 No owner or Occupier of a lot shall refuse or restrict the Owners Corporation's (or its officers, employees, contractors or agents) lawful entry, or access to all or any part of the Works to carry out Essential Works to the common property (at the cost of the Owners Corporation) which may be attached to, in, under or about the Works including the common property structures or services provided that the Owners Corporation shall give prior notice to the owner or Occupier (emergencies excepted).

Applicability

23.12 In the event that the owner of a lot desires to remove the Works installed under this by-law (or otherwise), the provisions of by-law 23.6 shall also apply in relation to that removal.

Past and Future Renovations

23.13 For the avoidance of doubt:

a. any Works undertaken in accordance with this by-law 23 will continue to be subject to this by-law 23 and this by-law 23 will continue to operate and have force and effect with respect to such Works; and

b. any Works undertaken or proposed to be undertaken after the making of Special By-Law No. 1 for Cosmetic Work, Minor and Major Renovations will be subject to the provisions of that by-law and this by-law 23 will have no further force or effect in respect of such Works.

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23.1

Annexure "A"

STRATA PLAN

MAJOR WORKS BUILDING APPLICATION FORM

Use this form if you wish to undertake building works or renovations within your apartment. This form is to be construed according to the conditions outlined in the BY-LAW NO. 23 FOR MAJOR WORKS. Please ensure you have read and understood the document before completing this form. No work may commence until your application is approved by the Executive Committee, or in the case of building works affecting common property, an appropriate by-law has been made and registered.

OWNERS NAME _____ **UNIT/LOT NUMBER** _____

CONTACT TELEPHONE (list all).....

EMAIL .....

LOCATION: ☐ KITCHEN ☐ BATHROOM ☐ TOILET ☐ HALLWAY
☐ LIVING ROOM ☐ BEDROOM ☐ OTHER.....

WORK INVOLVES: ☐ PAINTING ☐ TILING ☐ FLOOR SURFACES ☐ ELECTRICAL
☐ CEILING ☐ AIRDUCTS ☐ FIRE SPRINKLERS
☐ PLUMBING ☐ MASONRY ☐ WALL REMOVAL/PENETRATION
☐ COMMON PROPERTY ALTERATION ☐ OTHER .....

PREFERRED DATE OF WORKS STARTING...../...../..... ENDING...../...../.....

PLEASE ATTACH ☐ BRIEF DESCRIPTION OF INTENDED WORKS
AND EITHER: ☐ PLAN BY ARCHITECT (if available)
OR: ☐ ROUGH PLAN / DIAGRAM (provided by owner)

☐ DEVELOPMENT APPLICATION

I the undersigned hereby warrant that I have read the Special By-Law No. 23 for Works and agree to comply with all of the conditions and limitations imposed thereby.

OWNERS SIGNATURE: ..... DATE.....

ADDITIONAL WARRANTIES (IF APPLICABLE)

STRUCTURAL ALTERATIONS:

As the work applied for entails the removal and/or penetration of masonry within the apartment, I hereby warrant that I accept full responsibility for the upkeep and preservation of the altered masonry.

OWNERS SIGNATURE: ..... DATE.....

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CEILING CAVITY ALTERATIONS:
As the work applied for entails the alteration of one or more ceiling cavities in the apartment, I hereby warrant that I accept full responsibility for any loss of acoustic amenity caused by the alteration.

OWNERS SIGNATURE: ..... DATE.....

HARDFLOORING IN DESIGNATED AREAS:
As the work applied for entails the installation of hard flooring surfaces other than in a kitchen, bathroom or toilet, I hereby warrant that, after the new floor is installed, I shall pay for acoustic testing and will remove the hard floor and re-install carpet if it is found to provide inadequate acoustic insulation.

OWNERS SIGNATURE: ..... DATE.....

Past and Future Renovations

For the avoidance of doubt:

- any Works undertaken in accordance with by-law 23 will continue to be subject to by-law 23 and by-law 23 will continue to operate and have force and effect with respect to such Works; and

- any Works undertaken or proposed to be undertaken after the making of Special By-Law No. 1 for Cosmetic Work, Minor and Major Renovations will be subject to the provisions of that by-law and by-law 23 will have no further force or effect in respect of such Works.

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Annexure "B"

MOTION < >

Subject to the by-law in the next succeeding motion being approved, The Owners – Strata Plan No SPECIALLY RESOLVES pursuant to section 65A of the *Strata Schemes Management Act 1996* for the purpose of improving or enhancing the common property to specifically authorise the Works proposed by the owner of lot < > to the common property on the terms and in the manner as set out in the by-law.

MOTION < >

Subject to the preceding motion being approved, The Owners – Strata Plan No SPECIALLY RESOLVES pursuant to section 52 of the *Strata Schemes Management Act 1996* to make a by-law adding to the by-laws applicable to the strata scheme in the following terms:

SPECIAL BY-LAW NO < > Lot < > Works

PART 1

GRANT OF RIGHT

1.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the owner has the special privilege to carry out the Major Works (at the owner's cost and to remain the owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in this by-law.

PART 2

APPLICATION OF SPECIAL BY-LAW

2.1 The provisions of Parts 2 and by-laws 3.2-3.10 (inclusive) of Special By-law No. < > are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" in accordance with Part 3 of this by-law.

PART 3

DEFINITIONS

3.1 In addition to the definitions in Part 2 of Special By-law < >, the following definitions are also adopted:

(a) "**Major Works**" means the works to the Lot and the common property to be carried out in connection with the _____ works for the Lot including:

(i) _____; and

(ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,

all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.

(b) "**Lot**" means _____in strata plan < >.

(c) "**Plans**" means the plans/drawings prepared by _____ and dated _____ a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law.

INSERT ANY ADDITIONAL/SPECIAL CONDITIONS

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BY-LAW 24: Severability

24.1 If a by-law is illegal or unenforceable, it may be severed without affecting the enforceability of the other by-laws.

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ADDITIONAL BY-LAWS

Special By-Law No. 1 Cosmetic Works, Minor Renovations and Major Renovations

1. Introduction

This by-law sets out the rules you must follow if you intend to carry out renovations to a common area in the building in connection with your apartment, or to your apartment, including cosmetic work, minor renovations and major renovations.

2. Definitions & Interpretation

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

(a) "**Act**" means the *Strata Schemes Management Act 2015*,

(b) "**apartment**" means a lot in the strata scheme,

(c) "**annexure**" means the annexure to this by-law,

(d) "**building**" means the building in the strata scheme in which your apartment is located,

(e) "**common area**" means the common property in the strata scheme,

(f) "**cosmetic work**" means any work to a common area in the building in connection with your apartment (such as the floor, ceiling or a boundary wall of your apartment) for the following purposes:

(i) installing or replacing hooks, nails, screws or the like for hanging paintings and other things on walls,

(ii) installing any device used to affix decorative items to the internal surfaces of walls in your apartment,

(iii) installing or replacing handrails,

(iv) painting the interior of your apartment,

(v) filling minor holes and cracks in internal walls,

(vi) laying carpet,

(vii) installing or replacing built-in wardrobes, and

(viii) installing or replacing internal blinds and curtains,

(ix) installing any locking or other safety device to improve safety within your apartment,

(x) installing any locking or other safety device for protection of your apartment against intruders,

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(xi) installing any screen or other device to prevent entry of animals or insects on your apartment,

(xii) installing any structure or device to prevent harm to children,

but cannot include minor renovations or major renovations or work that is authorised by a by-law made under section 108 of the Act or a common property rights by-law,

(g) **"flooring works"** means removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors,

(h) "**major renovations**" means any work to an apartment or a common area in the building in connection with your apartment (such as the floor, ceiling or a boundary wall of your apartment) for the following purposes:

(i) work involving structural changes such as the removal of the whole or part of a load bearing wall,

(ii) work that changes the external appearance of your apartment, including the installation of an external access ramp, awning, pergola or vergola or installation of a new window in a boundary wall of your apartment,

(iii) work involving waterproofing such as a bathroom renovation involving the laying of a new waterproof membrane,

(iv) work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,

but cannot include cosmetic work or minor renovations,

(i) **minor renovations**" means any work to a common area in the building in connection with your apartment (such as the floor, ceiling or a boundary wall of your apartment) for the following purposes:

(i) renovating a kitchen,

(ii) renovating a bathroom in a manner that does not involve waterproofing,

(iii) renovating any other room in your apartment in a manner that does not involve waterproofing or structural changes,

(iv) changing recessed light fittings,

(v) flooring works,

(vi) installing or replacing wiring or cabling or power or access points,

(vii) installing or replacing pipes and ducts,

(viii) work involving reconfiguring walls in a manner that does not involve structural changes,

(ix) installing a rainwater tank,

(x) installing a clothesline,

(xi) installing a reverse cycle split system air conditioner or a ducted air conditioning system,

(xii) installing double or triple glazed windows,

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(xiii) installing a heat pump or hot water service, and

(xiv) installing ceiling insulation,

(xv) installing an aerial or antenna,

(xvi) installing a satellite dish with a diameter no greater than 1.5 metres,

(xvii) installing a skylight, whirlybird, ventilation or exhaust fan or solar panels in or on a roof directly above your apartment,

but cannot include cosmetic work or major renovations or work that is authorised by a by-law made under section 108 of the Act or a common property rights by-law,

(j) "**renovations**" means cosmetic work, minor renovations or major renovations,

(k) "**strata scheme**" means the strata scheme to which this by-law applies,

(l) "**you**" means an owner of an apartment and includes your successors in title.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

(a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,

(b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,

(c) words importing the singular number include the plural and vice versa,

(d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

(e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law,

(f) if any provision of this by-law is invalid or void, that provision will be read down, ignored or severed so far as is possible in order to uphold the validity and enforceability of the remaining provisions of this by-law, and

(g) 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 will prevail to the extent of that inconsistency.

3. Approval Requirements for Cosmetic Work, Minor Renovations and Major Renovations

3.1 Cosmetic Work

3.1.1 You may carry out cosmetic work without the approval of the owners corporation.

3.1.2 If you carry out cosmetic work, you must comply with the rules for cosmetic work specified in this by-law.

3.2 Minor Renovations Require Approval

3.2.1 You may carry out, or permit another person to carry out on your behalf, minor renovations with the approval of the owners corporation or strata committee.

3.2.2 If you carry out minor renovations, you must comply with the rules for minor renovations specified in this by-law.

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3.3 Major Renovations Require Approval

3.3.1 You must not carry out, or permit anyone else to carry out, major renovations without the prior written approval of the owners corporation.

3.3.2 If you carry out major renovations, you must comply with the rules for major renovations specified in this by-law.

4. Approval Process for Minor Renovations and Major Renovations

4.1 If you wish to carry out renovations (apart from cosmetic work) you must make an application to the owners corporation in order to seek its approval of the renovations.

4.2 The application must be in writing on any application form approved from time to time by the owners corporation or strata committee and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.

4.3 Your application must contain:

(a) your name, address and telephone number,

(b) your apartment and lot number,

(c) details of the renovations,

(d) drawings, plans and specifications for the renovations,

(e) an estimate of the duration and times of the renovations,

(f) details of the persons carrying out the renovations including the name, licence number, qualifications and telephone number of those persons,

(g) details of arrangements to manage any resulting rubbish or debris arising from the renovations.

4.4 Your application must also contain a motion and by-law generally in the form set out in the annexure (with the blanks appropriately completed) and your written consent to that by-law if your renovations are major renovations and will involve alterations or additions to a common area.

4.5 The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.

4.6 The owners corporation may engage a consultant to assist it review your application.

4.7 The owners corporation may:

(a) approve your application either with or without conditions, or

(b) withhold approval of your application (but it must not act unreasonably when doing so).

4.8 If your renovations are major renovations and will involve alterations or additions to a common area, and the owners corporation approves your application, the owners corporation must do so by passing a special resolution at a general meeting to approve the motion and by-law submitted with your application (or a substantially similar motion and by-law).

4.9 You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

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5. Conditions for Renovations

5.1 Before the Renovations

5.1.1 Before commencing the renovations (apart from cosmetic work), you must:

(a) Prior Notice

give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the renovations and the estimated end date of the renovations,

(b) Local Council Approval

(in the case of major renovations) if required by law, obtain a complying development certificate for or development consent of the local council to the renovations and a construction certificate for the renovations under the *Environmental Planning and Assessment Act 1979*, and give copies of them to the owners corporation,

(c) Contractor's Licence and Insurance Details

give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the renovations holds a current:

(i) licence,

(ii) all risk insurance policy which must include public liability cover in the sum of $10,000,000.00,

(iii) workers compensation insurance policy, and

(iv) home building compensation fund insurance policy under the *Home Building Act 1989* for the renovations (if required by law),

(d) Engineer's Report

If required by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the renovations will not have a detrimental affect on the structural integrity of the building or any part of it,

(e) Acoustic Consultant's Report

if the renovations will involve flooring works (apart from flooring works to a floor space with tiled areas in existence on or prior to registration of the Strata Plan including in areas comprising a kitchen, eating areas, laundry, lavatory, bathroom or entries, and such tiled areas are being replaced with tiles), give the owners corporation a report from a qualified acoustic engineer certifying the acoustic properties of the new or exposed floor coverings, in compliance with the provisions of by-law 7.4, including without limitation that the flooring works will not breach by-law 7.1 and will comply with the standard set out in by-law 7.2;

(f) Dilapidation Report

if required by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,

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(g) Bond

if required by the owners corporation, pay a bond to the owners corporation in the sum of $10,000 or such other amount determined from time to time by the owners corporation or strata committee,

(h) Costs

pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for renovations including any consultant's costs.

5.1.2 If you have not complied with any of the conditions set out in clause 5.1.1 you must not begin the renovations (apart from cosmetic work) and if you have already begun the renovations you must immediately stop them.

5.2 During the Renovations

During the renovations you must:

(a) Standard of Workmanship

ensure the renovations are carried out in a competent and proper manner utilising only first quality materials which are good and suitable for the purpose for which they are used and (apart from cosmetic work) by appropriately qualified and licensed contractors,

(b) Quality of Renovations

make certain the renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

(c) Time for Completion of Renovations

make sure the renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,

(d) Times for Renovations

ensure that the renovations are only carried out between the hours of 7.00am – 5.00pm on Mondays to Saturdays and 9.00am – 3.00pm on Sundays and public holidays and are not carried out any other times,

(e) Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 9.00am – 4.00pm Mondays to Saturdays (excluding public holidays) and that at least 72 hours notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard or on another conspicuous part of the common property near the entrance to the building before the use of any such tools and equipment,

(f) Appearance of Renovations

ensure the renovations are carried out and completed in a manner which is in

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keeping with the rest of the building,

(g) Supervision of Renovations

ensure that the renovations (apart from cosmetic work) are adequately supervised and that the common areas are inspected by the supervisor on a daily basis to ensure that the conditions of this by-law are complied with,

(h) Noise During Renovations

ensure the renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(i) Transportation of Construction Equipment

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

(j) Debris

ensure that any debris and rubbish associated with or generated by the renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

(k) Storage of Building Materials and Work on Common Areas

make sure that no building materials are stored in a common area,

(l) Protection of Building

protect all areas of the building outside your apartment which are affected by the renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the renovations and ensure that all common areas, especially the walls and floors leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

(m) Building Integrity

keep all areas of the building affected by the renovations (apart from cosmetic work) structurally sound during the renovations and make sure that any holes or penetrations made during the renovations are adequately sealed and waterproofed and, if necessary, fireproofed,

(n) Daily Cleaning

clean any part of the common areas affected by the renovations on a daily basis and keep all of those common areas clean, neat and tidy during the renovations,

(o) Interruption to Services

minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard or on another conspicuous part of the common property near the entrance to the building before any such disruption,

(p) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the renovations (apart from cosmetic work) on reasonable notice,

(q) Vehicles

ensure that no contractor's vehicles obstruct the common areas other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

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(r) Security

ensure that the security of the building is not compromised and that no external doors of the building are left open and unattended or left open for longer than is reasonably necessary during the renovations,

(s) Variation to Renovations

not vary the renovations (apart from cosmetic work) without obtaining the prior written approval of the owners corporation,

(t) Costs of Renovations

pay all costs associated with the renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the renovations (apart from cosmetic work).

5.3 After the Renovations

After the renovations have been completed, you must:

(a) Notify the Owners Corporation

promptly notify the owners corporation that the renovations (apart from cosmetic work) have been completed,

(b) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the renovations (apart from cosmetic work) on reasonable notice,

(c) Obtain Planning Certificates

if required by law, obtain all requisite certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979* approving the renovations (apart from cosmetic work) and the occupation of your apartment (such as a compliance certificate and an occupation certificate) and give copies of them to the owners corporation,

(d) Restore the Common Areas

restore all common areas damaged by the renovations as nearly as possible to the state which they were in immediately prior to commencement of the renovations,

(e) Engineer's Report

If required by the owners corporation, give the owners corporation a report from a duly qualified structural engineer addressed to the owners corporation certifying that the renovations (apart from cosmetic work) have been completed in a manner that will not detrimentally affect the structural integrity of the building or any part of it,

(f) Expert's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the renovations (apart from cosmetic work) have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,

(g) Acoustic Consultant's Report

if the renovations involved flooring works (apart from flooring works to a floor space with tiled areas in existence on or prior to registration of the Strata Plan including in areas comprising a kitchen, eating areas, laundry, lavatory, bathroom or entries, and such tiled areas are being

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replaced with tiles), give the owners corporation a report and/or a certificate from a qualified acoustic engineer certifying the acoustic properties of any new floor coverings in compliance with the provisions of by-law 7.5, including those in the report required under by-law 7.4 and including without limitation that the flooring works will not breach by-law 7.1 and will comply with the standard set out in by-law 7.2.

5.4 Enduring Obligations

You must:

(a) Maintenance of Renovations

properly maintain the renovations to your apartment or to a common area in the building in connection with your apartment (apart from major renovations to a common area in the building in connection with your apartment) and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those renovations (apart from major renovations to a common area in the building in connection with your apartment),

(b) Repair Damage

repair any damage caused to another apartment or the common areas by the carrying out of the renovations in a competent and proper manner,

(c) Prevent Excessive Noise

ensure that any equipment forming part of the renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the owner or occupier of another apartment or of any person lawfully using a common area,

(d) Flooring

if the renovations involved flooring works (apart from flooring works to a floor space with tiled areas in existence on or prior to registration of the Strata Plan including in areas comprising a kitchen, eating areas, laundry, lavatory, bathroom or entries, and such tiled areas are being replaced with tiles), ensure that the new or exposed floor coverings are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise that might unreasonably interfere with the peaceful enjoyment of the owner or occupier of another apartment,

(e) Indemnity

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the renovations or the altered state or use of any of the common areas arising from the renovations or your breach of this by-law,

(f) Insurance

if required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the renovations or repair any damage to the building caused by the renovations,

(g) Comply with the Law

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the renovations and the requirements of the local council concerning the renovations (for example, the conditions of the local council's approval of the major renovations, a notice or order issued by the local council or fire safety laws).

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6. Bond

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

(a) repairing any damage caused to a common area or any other apartment during or as a result of the renovations (apart from cosmetic work), or

(b) cleaning any part of the common area as a result of the renovations (apart from cosmetic work),

and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the renovations (apart from cosmetic work) have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

7. Breach of this By-Law

7.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

(a) rectify the breach,

(b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and

(c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

7.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

8. Common Property Rights By-Law

8.1 Nothing in this by-law detracts from or alters any obligation that arises under sections 108 or 143 of the Act for or in relation to your major renovations.

8.2 Nothing in this by-law prevents the owners corporation from requiring, as a condition of approval for your major renovations or otherwise, a separate by-law to be made under section 108 or 143 of the Act for your major renovations in accordance with clause 4.8.

9. Specification of Additional Cosmetic Work

To avoid doubt, this by-law specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act.

10. Specification of Additional Minor Renovations

To avoid doubt, this by-law specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act.

11. Strata Committee Approvals

The strata committee may approve minor renovations under this by-law. To avoid doubt, the owners corporation delegates its functions under section 110 of the Act to the strata committee.

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12. Renovations to which this by-law applies

For the avoidance of doubt:

a. any renovations or works undertaken before the making of this by-law in the nature of Works (as defined in by-law 23) will continue to be subject to by-law 23 and by-law 23 will continue to operate and have force and effect with respect to such Works and this Special By-Law No. 1 for Cosmetic Work, Minor and Major Renovations will not apply to such Works; and

b. any renovations or works undertaken or proposed to be undertaken after the making of this Special By-Law No. 1 for Cosmetic Work, Minor and Major Renovations will be subject to the provisions of this by-law and by-law 23 will have no force or effect in respect of such Works.

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ANNEXURE

Motion and By-Law for Major Renovations

That the owners corporation specially resolves pursuant to sections 108, 141 and 143 of the *Strata Schemes Management Act 2015* to authorise the owner of the lot specified in the special by-law set out below to carry out the alterations and additions to that lot and the common property described in that special by-law on the conditions of that special by-law (including the condition that the owner is responsible for the maintenance, upkeep and repair of those alterations and additions and the common property occupied by them) and to add to the by-laws applicable to the strata scheme by making that special by-law:

Special By-Law No. ... – Major Renovations and Building Works (Lot ....)

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Renovations By-Law and this by-law.

2. Definitions

In this by-law:

"**Lot**" means Lot ..... in the Strata Scheme;

"**Owner**" means the owner for the time being of the Lot (being the current owner and all successors);

"**Plans**" means the plans/drawings prepared by ..... and dated ..... attached to this by-law;

"**Major Renovations**" means the alterations and additions to the Lot and common property described and shown in the Plans being .....;

"**Renovations By-Law**" means Special By-Law No. 1 – Cosmetic Work, Minor and Major Renovations as amended from time to time;

"**Strata Scheme**" means the strata scheme to which this by-law applies.

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3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

(a) the authority to carry out the Major Renovations strictly in accordance with the Plans;

(b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and

(c) the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;

on the conditions of this by-law.

4. Conditions

4.1 The Renovations By-Law will apply to the Major Renovations.

4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Renovations By-Law with respect to the Major Renovations.

4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.

4.4 The Owners Corporation may exercise any of the functions conferred on it under the Renovations By-Law with respect to the Major Renovations.

4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.

4.6 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Renovations By-Law.

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The common property memorandum prescribed by the *Strata Schemes Management Regulation 2016* in the terms set out below is adopted.

Common property memorandum

Owners corporation responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	(a) columns and railings (b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) balcony ceilings (including painting) (d) security doors, other than those installed by an owner after registration of the strata plan (e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan (f) common wall fencing, shown as a thick line on the strata plan (g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land (h) awnings within common property outside the cubic space of a balcony or courtyard (i) walls of planter boxes shown by a thick line on the strata plan (j) that part of a tree which exists within common property
2. Ceiling/Roof	(a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility) (b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility) (c) guttering (d) membranes
3. Electrical	(a) air conditioning systems serving more than one lot (b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller (c) fuses and fuse board in meter room (d) intercom handset and wiring serving more than one lot (e) electrical wiring serving more than one lot (f) light fittings serving more than one lot (g) power point sockets serving more than one lot (h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under *Environmental Planning and Assessment Act 1979*) (i) telephone, television, internet and cable wiring within common property walls (j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property (k) lifts and lift operating systems

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4. Entrance door	(b) entrance door to a lot including all door furniture and automatic closer (c) security doors, other than those installed by an owner after registration of the strata plan
5. Floor	(b) mezzanines and stairs within lots, if shown as a separate level in the strata plan (c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan (d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan
6. General	(a) common property walls (b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) any door in a common property wall (including all original door furniture) (d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility) (e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan (f) ducting cover or structure covering a service that serves more than one lot or the common property (g) ducting for the purposes of carrying pipes servicing more than one lot (i) hot water service located outside of the boundary of any lot or where that service serves more than one lot (j) letter boxes within common property (k) swimming pool and associated equipment (l) gym equipment
7. Parking / Garage	(a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan (b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot (c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot (d) mesh between parking spaces, if shown by a thick line on the strata plan
8. Plumbing	(a) floor drain or sewer in common property (b) pipes within common property wall, floor or ceiling (c) main stopcock to unit (d) storm water and on-site detention systems below ground
9. Windows	(a) windows in common property walls, including window furniture, sash cord and window seal (b) insect-screens, other than those installed by an owner after the registration of the strata plan (c) original lock or other lock if subsequently replacement by the owners corporation

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Lot owner responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	(a)	awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan
	(b)	that part of a tree within the cubic space of a lot
2. Ceiling/Roof	(a)	false ceilings inside the lot installed by an owner after the registration of the strata plan
3. Electrical	(a)	air conditioning systems, whether inside or outside of a lot, which serve only that lot
	(b)	fuses and fuse boards within the lot and serving only that lot
	(c)	in-sink food waste disposal systems and water filtration systems
	(d)	electrical wiring in non-common property walls within a lot and serving only that lot
	(e)	light fittings, light switches and power point sockets within the lot serving only that lot
	(f)	telephone, television, internet and cable wiring within non-common property walls and serving only that lot
	(g)	telephone, television, internet and cable service and connection sockets
	(h)	intercom handsets serving one lot and associated wiring located within non-common walls
4. Entrance door	(a)	door locks additional to the original lock (or subsequent replacement of the original lock)
	(b)	keys, security cards and access passes
5. Floor	(a)	floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan
	(b)	lacquer and staining on surface of floorboards or parquetry flooring
	(c)	internal carpeting and floor coverings, unfixed floating floors
	(d)	mezzanines and stairs within lots that are not shown or referred to in the strata plan
6. General	(a)	internal (non-common property) walls
	(b)	paintwork inside the lot (including ceiling and entrance door)
	(c)	built-in wardrobes, cupboards, shelving
	(d)	dishwasher
	(e)	stove
	(f)	washing machine and clothes dryer
	(g)	hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot)
	(h)	internal doors (including door furniture)
	(i)	skirting boards and architraves on non-common property walls
	(j)	tiles and associated waterproofing affixed to non-common property walls
	(k)	letterbox within a lot
	(l)	pavers installed within the lot's boundaries
	(m)	ducting cover or structure covering a service that serves a single lot

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7. Parking / Garage	(a) garage door remote controller (b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary (c) light fittings inside the lot where the light is used exclusively for the lot (d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the *Dividing Fences Act 1991* applies)
8. Plumbing	(a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall (b) pipes and 'S' bend beneath sink, laundry tub or hand basin (c) sink, laundry tub and hand basin (d) toilet bowl and cistern (e) bath (f) shower screen (g) bathroom cabinet and mirror (h) taps and any associated hardware
9. Windows	(a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier) (b) locks additional to the original (or any lock replaced by an owner) (c) window lock keys

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Special By-Law No. 3 Rules and Recovery of Costs by Owners Corporation

1. Introduction

This by-law set outs general rules you must follow and gives us the right to recover expenses, interest and recovery costs from you if you breach the by-law.

2. Definitions

In this by-law, unless the context or subject matter otherwise indicates or requires:

2.1 "**by-laws**" means any by-laws in force in respect of the strata scheme;

2.2 "**cleaning costs**" means any cost or expense we incur cleaning or removing rubbish from common property arising out of or as a result of your breach of this by-law;

2.3 "**demand**" means a written demand from us to you;

2.4 "**denial of access**" means the failure or refusal by you to give us or a contractor engaged by us access to your lot when requested to by us to permit us to exercise any of our functions under the Strata Act or to undertake a fire safety inspection or maintain, repair or replace any fire safety measures on or undertake a pest inspection, extermination or treatment of the common property or your lot;

2.5 "**denial of access costs**" means any cost or expense incurred by us arising out of or as a result of a denial of access in breach of this by-law;

2.6 "**expenses**" means any cost or expense incurred by us arising out of or as a result of your breach of this by-law including cleaning costs, denial of access costs, false alarm expenses, key charges, an insurance increase, remedy expenses and repair costs;

2.7 "**false alarm**" means the activation of a fire alarm in circumstances where there is no fire or other type of emergency which is likely to cause a risk, hazard or danger to the building or any person in the building by virtue of the incidence of smoke, heat or fire in the building;

2.8 "**false alarm expenses**" means any cost or expense incurred by us arising out of or as a result of a false alarm caused by your breach of this by-law including charges imposed on us by Fire & Rescue NSW (such as charges for attending the building in response to a false alarm);

2.9 "**fire alarm**" means a smoke detector, smoke alarm, heat sensor, heat alarm or fire alarm or any other device that functions to monitor the incidence of smoke, heat or fire in the building;

2.10 "**insurance increase**" means an amount equal to any increase in an insurance premium payable by us arising out of anything done by you;

2.11 "**interest**" means interest payable on expenses in accordance with this by-law;

2.12 "**invitee**" includes a guest or contractor;

2.13 **itinerant use** means short term accommodation or shelter or itinerant use, that is or may be available for public accommodation, including but not limited to:

a. to short term-tourists or backpackers;

b. in hotels, motels, apartment hotels, bed and breakfast facilities, rental cabins and/or hostels.

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and also means the use of a lot by a person not ordinarily being a resident of the lot, engaged for the purposes of dog sitting and/or house sitting of, the lot;

2.14 "**key**" means any key to access the strata scheme or your lot;

2.15 "**key charges**" means any cost or expense incurred by us issuing you with a replacement key;

2.16 "**lot**" means a lot in the strata scheme;

2.17 "**occupier**" means a person in occupation of a lot and includes a tenant;

2.18 "**owner**" means an owner of a lot;

2.19 "**recovery costs**" means any cost or expense incurred by us in recovering from you any expenses or interest including strata managing agent's costs and legal costs on an indemnity basis;

2.20 "**remedy expenses**" means any cost or expense incurred by us remedying or attempting to remedy your breach of this by-law including consultant's costs;

2.21 "**repair costs**" means any cost or expense we incur repairing damage to common property arising out of or as a result of your breach of this by-law;

2.22 "**Strata Act**" means the *Strata Schemes Management Act 2015*;

2.23 "**strata scheme**" means the strata scheme to which this by-law applies;

2.24 "**us**" or "**we**" means the owners corporation; and

2.25 "**you**" means an owner or occupier.

3. Interpretation

In this by-law:

3.1 headings have been inserted for guidance only and do not affect the interpretation of this by- law;

3.2 references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;

3.3 words importing the singular number include the plural and vice versa;

3.4 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;

3.5 any expression used in this by-law and which is defined in the Strata Act will have the same meaning as that expression has in the Strata Act unless a contrary intention is expressed in this by-law;

3.6 the terms of this by-law are independent of each another. If a term of this by-law is deemed void or unenforceable, it shall be severed from this by-law, and the by-law as a whole will not be deemed void or unenforceable;

3.7 the terms of this by-law apply to the extent permitted by law; and

3.8 if there is any inconsistency between this by-law and any other by-law applicable to the strata

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scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

4. General Rules

4.1 You must not breach any by-laws.

4.2 You must not cause a false alarm.

4.3 You must not damage common property without the approval in writing of the owners corporation (except where permitted by the Strata Act or a by-law).

4.4 You must not leave or dump rubbish on common property (except where permitted by the Strata Act or a by-law).

4.5 You must not dirty or soil the common property.

4.6 You must not do anything that causes an insurance premium payable by us to increase.

4.7 You must not cause a denial of access.

4.8 You must not lose a key.

4.9 You must not use or permit your lot to be used for an itinerant use.

5. General Obligations

5.1 If you are an owner, you must take all reasonable steps to ensure that any occupier of your lot complies with this by-law.

5.2 You must take all reasonable steps to ensure that your invitees comply with this by-law as if they were you and were bound by this by-law.

6. Payment of Expenses

If you breach this by-law, you are liable to pay or reimburse us for any expenses on demand.

7. Interest on Expenses

If any expenses are not paid by you at the end of one month after they become due and payable, the expenses bear until paid simple interest at the same annual rate as applies to interest on overdue contributions levied by us (currently an annual rate of 10 per cent).

8. Payment of Recovery Costs

You are liable to pay or reimburse us for any recovery costs on demand.

9. Recovery of Expenses, Interest, Etc

We may recover from you as a debt any:

(a) expenses;
(b) interest; and
(c) recovery costs; for which you are liable.

10. Mode of Recovery of Expenses, Interest, Etc

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If you are an owner, we may include reference to any expenses, interest or recovery costs for which you are liable on:

(a) your account with us;

(b) levy notices served on you; and

(c) certificates issued under section 184 of the Strata Act in respect of your lot; for the purpose of recovering from you as a debt any of those amounts.

11. Appropriation of Payments

We may appropriate any payments you make to us towards expenses, interest and recovery costs in any manner we deem fit.

12. Sale of Lot

If a person becomes an owner of a lot at a time when, under this by-law, a former owner is liable to pay any expenses, interest or recovery costs to us, the person who becomes owner is jointly and severally liable with the former owner to pay those amounts to us.

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1. Introduction

This by-law limits the number of adults who may reside in your lot. You must comply with this by-law.

2. Definitions

In this by-law:

"**Act**" means the *Strata Schemes Management Act 2015*,

"**adults**" means any persons 18 years of age or older but does not include excluded adults;

"**bedroom**" means a room approved for use as a bedroom under, or indicated as a bedroom in any plans the subject of, a planning approval for the strata scheme;

"**excluded adults**" means (where all of the adults who reside in a lot are related to each other) any adults who are related to each other;

"**lot**" means any lot in the strata scheme;

"**related to each other**" means related to each other within the meaning of clause 36 of the Regulation,

"**Regulation**" means the *Strata Schemes Management Regulation 2016* and any Regulation amending it or replacing it;

"**strata scheme**" means the strata scheme and includes without limitation any subdivision thereof;

"**you**" means the owner or occupier of a lot.

3. Occupancy Limits

3.1 You must ensure that your lot is not occupied by more than two adults per bedroom in your lot.

3.2 If you an owner, you must take all reasonable steps to ensure that the occupiers of your lot comply with clause 3.1 of this by-law.

3.3 This by-law is subject to section 137(3) of the Act.

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1. Introduction

This by-law sets out rules that must be followed if the owners corporation or strata committee determines, by resolution, to permit votes to be cast on a motion by email or other electronic means while participating in a meeting from a remote location.

3. Definitions & Interpretation

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

(a) "**Act**" means the *Strata Schemes Management Act 2015*,

(b) "**electronic means**" includes a vote cast via a voting website or electronic application,

(c) "**e-voting**" means a vote on a motion cast by email or other electronic means while participating in a meeting from a remote location,

(d) "**e-voting determination**" means a determination of the owners corporation or strata committee, by resolution, to permit e-voting,

(e) "**committee meeting**" means a meeting of the strata committee,

(f) "**general meeting**" means a general meeting of the owners corporation being an annual general meeting or an extraordinary general meeting,

(g) "**meeting**" means a committee meeting or a general meeting,

(h) "**motion**" means a motion to be considered by the committee, at a committee meeting or at a general meeting,

(i) "**Regulations**" means the *Strata Schemes Management Regulation 2016,*

(j) "**owner**" means an owner of a lot in the strata scheme,

(k) "**person**" means an owner or a proxy,

(l) "**proxy**" means a duly appointed proxy for the purposes of the Act,

(m) "**strata scheme**" means the strata scheme to which this by-law applies, and

(n) "**you**" means an owner.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

(h) headings have been inserted for guidance only and do not affect the interpretation of this by-law,

(i) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,

(j) words importing the singular number include the plural and vice versa,

(k) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

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(l) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law,

(m) the provisions of this by-law operate to the extent permitted by law, and

(n) 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 will prevail to the extent of that inconsistency.

3. E-Voting

3.1 This by-law applies if the owners corporation or strata committee has made an e-voting determination.

3.2 An e-voting determination remains in force until it is revoked.

3.3 An e-voting determination may be revoked by a resolution of:

(a) (in the case of an e-voting determination made by the strata committee) the strata committee or owners corporation; and

(b) (in the case of an e-voting determination made by the owners corporation) the owners corporation.

3.4 The notice of a meeting must include a statement indicating whether or not an e-voting determination has been made and remains in force for any motion included in the agenda of the meeting.

4. Rules for E-Voting

4.1 E-voting must be conducted by a ballot.

4.2 The secretary of the owners corporation must ensure that the form for the electronic ballot paper contains:

(a) instructions for completing the ballot paper, and

(b) the motions to be voted on, and

(c) the means of indicating the voter's choice on the motions to be voted on.

4.3 The secretary of the owners corporation must, before the meeting at which e-voting is to be conducted, give each person entitled to vote:

(a) access to an electronic ballot paper, or to a voting website or electronic application containing an electronic ballot paper, that complies with this by-law, and

(b) access to information about:

(i) how the ballot paper must be completed, and

(ii) the deadline for submission of the ballot paper, and

(iii) if voting is by email, the address where the ballot paper is to be returned, and

(iv) if voting is by other electronic means, the means of accessing the electronic voting system and how the completed electronic ballot paper is to be sent to the secretary, and

(c) access to an electronic form of declaration requiring the voter to state:

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(i) his or her name, and

(ii) the capacity in which the person is entitled to vote, and

(iii) in the case of a motion that requires a special resolution or poll, the voter's unit entitlement, and

(iv) if the vote is a proxy vote, the name and capacity of the person who gave the proxy.

4.4 Each person entitled to vote and who casts a vote by e-voting must vote in accordance with the instructions contained in the information given by the secretary of the owners corporation.

4.5 A ballot paper of a voter who casts a vote by e-voting is informal if the voter has failed to record a vote in accordance with the information provided by the secretary.

4.6 If voting is carried out by e-voting using a voting website or other electronic application, the website or application must provide a warning message to a person casting an informal vote that the proposed vote is informal.

4.7 If the ballot is a secret ballot, the secretary must ensure that:

(a) the identity of the voter cannot be ascertained from the form of the electronic ballot paper, and

(b) the declaration by the voter is dealt with so that it is not capable of being used to identify the voter.

4.8 An electronic ballot paper and the form of declaration must be sent to the secretary of the owners corporation no later than the deadline for submission of the ballot paper.

4.9 The secretary of the owners corporation must ensure that all electronic ballot papers are stored securely until the counting of the votes begins.

4.10 As soon as practicable after the deadline for submission of the ballot paper, the secretary of the owners corporation must:

(a) review all information and reports about the electronic ballot, and

(b) reject as informal any votes that do not comply with the requirements of this by-law, and

(c) ascertain the result of the electronic ballot, and

(d) make a written or electronic record of the result of the electronic ballot, and

(e) announce or publish the result of the ballot.

5. Obligations of Owners and Proxies

You must take all reasonable steps to ensure that you and any person you appoint as your proxy complies with this by-law.

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PART 1 DEFINITIONS AND INTERPRETATION

1.1 In this by-law:

(a) **Balcony** means that part of a Lot which is noted as “B” on the Strata Plan;

(b) **Common Property** means so much of the Parcel as from time to time is not comprised in any Lot;

(c) **Smoke** means smoke, hold or otherwise have control over, an ignited Smoking Product;

(d) **Smoking Product** means any tobacco or other product that is intended to be smoked.

1.2 In this by-law, a word which denotes:

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

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

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

PART 2 GRANT OF RIGHTS

2.1 The owner or occupier of a lot must not Smoke whilst on the:

(a) Common Property; or

(b) Balconies.

2.2 The owner or occupier of a lot must not allow another person, including without limitation their invitee or employee to Smoke whilst on the:

(c) Common Property; or

(d) Balconies.

2.3 The owner or occupier of a lot must ensure that smoke caused by Smoking within a Lot does not enter into or penetrate the Common Property or another Lot.

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1. Introduction

This by-law sets out the general rules You must follow in connection with Short-Term RentalAccommodation Arrangement.

2. Definition

In this by-law:

(a) ***Act*** means the *Strata Schemes Management Act 2015* (NSW).

(b) ***Building Manager*** means the Building Manager appointed or to be appointed by the Owners'Corporation.

(c) ***Claim*** means any claim, demand, proceedings, dispute or complaint of any nature or any kind.

(d) ***Commencement Date*** means the date the Short-Term Rental Accommodation Arrangementbegins.

(e) ***Conclusion Date*** means the date the Short-Term Rental Accommodation Arrangement ends.

(f) ***Guest*** means any person in lawful occupation of a Lot or any part of the Lot during the course of a Short-Term Rental Accommodation Arrangement.

(g)

(h) ***Loss*** means any damage, liability, action suit, claim, demand, charge, cost or any kind.(i)

(j) ***Short-Term Rental Accommodation Arrangement*** has the same meaning as in Section 54of the *Fair Trading Act 1987* (NSW).

(k) ***Strata Manager*** means the strata managing agent appointed or to be appointed by the Owners' Corporation and includes a reference to employees and contractors of the Strata Manager.

(l) ***The Code of Conduct*** means the *Code of Conduct for the Short-term Rental AccommodationIndustry*.

(m) ***You*** means the lot owner or tenant entering into any Short-Term Rental Accommodation Arrangements with the Guest.

3. Prohibition on Short-Term Rental Accommodation Arrangements

You must not use the Lot or allow the Lot to be used for the purpose of a Short-Term Rental Accommodation Arrangement if the Lot is not your principal place of residence.

4. Your Obligations in relation to the Short-Term Rental Accommodation Arrangements

4.1. If the Lot is your principal place of residence and You are entering into a Short-Term Rental Accommodation Arrangements You must:

(a) Notify the Owners' Corporation's Strata Manager and Building Manager, or in the absence of the Owners' Corporation's Strata Manager and Building Manager, the Secretary of the Owners' Corporation of your intention to change the use of your Lot to provide Short-Term Rental Accommodation Arrangement at least 21 days before the change takes place.

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(b) Provide the Owners' Corporation's Strata Manager and Building Manager, or in the absence of the Owners' Corporations Strata Manager and Building Manager, the Secretary of the Owners' Corporation evidence of any policy of insurance indemnifying You and any Guest residing in the Lot during the Short-Term Rental Accommodation Arrangements for any Loss and Claim at least 14 days before the Commencement Date.

(c) Provide the Owners' Corporation's Strata Manager and Building Manager, or in the absence of the Owners' Corporation's Strata Manager and Building Manager, the Secretary of the Owners' Corporation at least 3 clear business days ahead of the Commencement Date of the Short-Term Rental Accommodation Arrangement:

i. The names, residential address, mobile telephone number, and email address of the Guest or Guests residing in the Lot during the Short-Term Rental Accommodation Arrangements;

ii. The Commencement Date and Conclusion Date of the Short-Term Rental Accommodation Arrangements;

iii. The name and contact details of any agent, online platform, entity, agency or intermediary who facilitated the Short-Term Rental Accommodation Arrangement;

iv. The copy of the Short-Term Rental Accommodation Arrangement between You and the Guest or Guests; and

v. An administration fee charged at the Strata Managers hourly rate referenced in paragraph (c) i-iv and services in connection with the Short-Term Rental Accommodation Arrangement must be paid to Owners' Corporation's Strata Manager, or in the absence of the Owners' Corporation's Strata Manager, the Secretary of the Owners' Corporation at least 3 clear business days prior to the Commencement Date.

(d) Ensure You comply with all applicable provisions in the Code of Conduct.

(e) Ensure a copy of the Owners' Corporation's by-laws are provided to the Guest residing in the Lot during the Short-Term Rental Accommodation Arrangements.

(f) Ensure the Guest or Guests are not parked or stand any vehicle on common property or permit a motor vehicle to be parked or stood on common property, except with the Owners' Corporation's prior written approval or as permitted by an authorised sign.

(g) If prior written approval is provided by the Owner's Corporation, the Guest or Guests must park in the Lot allocated to them only.

(h) Ensure the Guest does not obstruct people's use of common property.

(i) Ensure You or the Guest disposes of any recycling or garbage using the process as set out at by-law 12.

(j) Take reasonable steps in order to ensure the Guest complies with their obligations under the Code of Conduct and Owners' Corporation's by-laws.

5. Insurance and Indemnity

5.1. You indemnify and agree to keep indemnified, the Owners Corporation against any Loss which they suffer, incur or is liable for, caused by, arising out of, or in connection with:

(a) Any unlawful, negligent, reckless or deliberately wrongful act or omission of the Short-Term Rental Accommodation Arrangement Guest and/or You; and

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(b) Any Claim, death, personal injury, loss or damage suffered by any person accessing or affected by the Short-Term Rental Accommodation Arrangement.

6. Conflicting By-Laws

6.1. Should there be any inconsistences, conflicts or ambiguity with Special by-law no 7 and by-law 18.2(e), Special by-law no 7 will prevail.

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1. Introduction

This by-law sets out the general rule You must follow in connection with maintaining Flexi Hose in individual Lots.

2. Definition:

In this by-law:

(a) ***Act*** means the *Strata Schemes Management Act 2015* (NSW) *and Strata Scheme Development Act 2015* (NSW).

(b) ***Building Manager*** means the Building Manager appointed or to be appointed by the Owners' Corporation.

(c) ***Claim*** means any claim, demand, proceedings, dispute or complaint of any nature or any kind.

(d) ***Common Property*** has the same meaning as in the *Strata Scheme Development Act 2015* (NSW).

(e) ***Flexi Hose*** means any pipe that is for the exclusive benefit of one lot. This may include, but is not limited to, pipes relating to the dishwashers, toilets, laundry sinks, bathroom sinksor kitchen sinks.

(f) ***Loss*** means any damage, liability, action suit, claim, demand, charge, cost or any kind.

(g) ***Strata Manager*** means the strata managing agent appointed or to be appointed by the Owners' Corporation and includes a reference to employees and contractors of the strata managing agent.

(h) ***You*** means the lot owner.

3. General Rules

3.1. As a general rule with respect to this by-law:

(a) You understand that the maintenance of the Flexi Hose is your responsibility in accordance with the Act.

(b) Ensure the Flexi Hose in your Lot is maintained. This includes, but is not limited to, an inspection by a qualified plumber once every 5 years and a replacement of the Flexi Hose every 10 years.

(c) You must engage a qualified plumber and pay any costs associated with this inspection andreplacement of the Flexi Hose.

(d) After the inspection of the Flexi Hose by your qualified plumber they must complete a report inrelation to the Flexi Hose. This report includes, but is not limited to, the following:

i. The date the inspection took place;

ii. The condition of the Flexi Hose;

iii. The likely occurrence of any leaks from the Flexi Hose;

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iv. If there are any existing leaks in the Flexi Hose;

v. The identification of any damage as a result of a leak from the Flexi Hose;

vi. Durability with respect to the life span of the Flexi Hose;

vii. An opinion on the likelihood of a replacement of the Flexi Hose within a 12 month period;

viii. Durable replace options of the Flexi Hose should it need to be replaced; and

ix. The purchase and warranty details of any new Flexi Hose.

(e) Ensure that You have a policy of insurance which indemnifies You for any Loss and Claim in relation to any damage cause due to the Flexi Hose.

4. Lot Owners Obligations

4.1. Ensure that You understand that You cannot pass liability onto your tenant to maintain the FlexiHose in accordance with the *Residential Tenancies Act 2010* (NSW).

4.2. Ensure You provide the Owners' Corporation's Strata Manager and Building Manager, or in the absence of the Owners' Corporation's Strata Manager and Building Manager, the Secretary of the Owners' Corporation is provided with any policy of insurance which indemnifies You for any Loss and Claim in relation to any damage cause due to the Flexi Hose after every renewal period.

4.3. Ensure that your insurance coverage which indemnifies You for any Loss and Claim in relationto any damage cause due to the Flexi Hose does not lapse.

4.4. Ensure the plumber You engage:

(a) Has a current New South Wales tradespersons licences;

(b) The requisite qualification; and

(c) The requisite expertise to undertake the inspection.

4.5. Ensure that You undertake a New South Wales tradespersons search on the Service New South Wales website prior to engaging the plumber to confirm that:

(a) They are qualified;

(b) They do not have any public warnings; or

(c) Any conditions which will affect their ability to undertake this report.

4.6. Ensure You provide the Owners' Corporation's Strata Manager and Building Manager, or in the absence of the Owners' Corporation's Strata Manager and Building Manager, the Secretary of the Owners' Corporation is provided with a printout of the New South Wales tradespersons search You undertook prior to engaging the plumber.

4.8. Ensure that You pay all costs associated with:

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(a) Engaging the plumber;

(b) Any maintenance costs associated with the Flexi Hose;

(c) Any repairs as a result of damage to the Flexi Hose; and

(d) Any consequential losses as a result of any damage from the Flexi Hose.

4.9. In the event that You do not hold a policy of insurance and your Flexi Hose leaks or damages common property or cause any consequential losses, You must bear the costs of any insurance premium increases.

5. Insurance and Indemnity

5.1. You indemnify and agree to keep indemnified, the Owners Corporation against any Loss whichthey suffer, incur or is liable for, caused by, arising out of, or in connection with:

(a) Any failure to maintain your Flexi Hose in accordance with Special by-law 8;

(b) Any unlawful, negligent, reckless or deliberately wrongful act or omission resulting from any damage caused due to the Flexi Hose; and

(c) Any death, personal injury, loss or damage suffered by any person accessing or affected by any damage caused due to the Flexi Hose.

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Special By-Law No. 9 Restricting Charging of Electric Items (E-Bikes andE-Scooters)(Added)

1. Introduction

This by-law prohibits you from charging electric items such as electric bicycles and electric scooters in your lot or on the common property without the prior written approval of the owners corporation. The by-law also contains rules you must obey in relation to the charging of electric items.

2. Definitions

In this by-law:

(a) "**electric items**" means any chargeable or rechargeable electric item including (but not limited to) electric scooters, electric bicycles, electric hoverboards and the like (but excluding **electric vehicles**, watches, e-readers, mobile phones, tablets, computers and similar devices);

(b) "**electric charger**" means the device used to charge electric items;

(c) "**electric vehicles**" means a vehicle powered by electric battery that has a current State vehicle registration number plate.

(d) "**lot**" means any lot in the strata scheme including a car space or garage that is or forms part of a lot;

(e) "**occupier**" means an occupier of a lot and includes a tenant in occupation of a lot;

(f) "**owner**" means an owner of a lot;

(g) "**you**" means an owner or occupier.

3. Restriction on Electric Charging

3.1 You must not charge any electric items in a lot or on the common property without the prior written approval of the owners corporation.

3.2 If you want to charge any electric items in a lot or on the common property you must make a written application to the owners corporation to seek its written approval to do so.

3.3 Your application must include:

(a) your name, lot number and address;

(b) details of the electric items that you want to charge including their make and model;

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(c) details of the battery for the electric items that you want to charge including the make, model and capacity of the battery;

(c) details of the electric charger you will use to charge the electric items including its make, model and capacity;

(d) details of the location in which you will charge the electric items;

(e) details of the steps you will take to minimise or eliminate the risk of the use of the electric charger or the charging of the electric items causing a fire.

3.4 The owners corporation may request that you provide further information to supplement the information contained in your application but it must not act unreasonably when doing so. You are required to register the item with building management.

3.5 The owners corporation may:

(a) approve with or without conditions; or

(b) withhold approval of;

your application for its written approval to charge electric items in a lot or on common property but it must not act unreasonably when doing so.

3.6 You must comply with any conditions of approval issued by the owners corporation in relation to your application for its written approval to charge electric items in a lot or on common property.

3.7 If you obtain the written approval of the owners corporation to charge any electric items in a lot or on the common property, you must:

(a) (**Australian Standards**) ensure that the electric items and any battery and electric charger for them comply with all applicable Australian Standards and make those electric items and any battery and electric charger for them available for inspection by a nominated representative of the owners corporation (which may be the electrical contractor of the owners corporation) when requested to in order to verify your compliance with this condition;

(b) (**safety**) ensure that the electric charger is used in a safe manner and does not cause any risks to the health or safety of any person including an owner or occupier of a lot or any person on the common property;

(c) (**compliance with manufacturers' instructions**) comply with the instructions of the manufacturer of the electric charger and the electric items and the batteries for them

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with respect to the use of the electric charger and the charging of the electric items respectively;

(d) (**fire safety**) not do anything or permit another person to do anything on a lot or the common property when using an electric charger or charging electric items that reduces the level of fire safety in the lots or common property and take all reasonable steps to ensure that the use of the electric charger, or the charging of an electric item, does not cause a fire;

(e) (**location for charging**) not use an electric charger or charge any electric devices except in a location approved of by the owners corporation;

(f) (**power point**) use the electric charger or charge electric items only from a suitably installed and functioning power point;

(g) (**monitoring charging**) when using an electric charger or charging an electric item, periodically monitor the charging of the electric item to ensure it is charging correctly and disconnect the electric charger from the electric item when the electric item is fully charged;

(h) (**times for charging**) only use an electric charger or charge electric items between the hours of 6:00am to 11:00pm (unless the owners corporation waives the requirement for you comply with this condition in writing – the owners corporation must not unreasonably refuse to waive that requirement – you are not permitted to charge overnight).

(i) (**no overloading**) ensure that the use of the electric charger does not overload the electricity supply of the building or disrupt or interfere with the electricity supply to any of the lots or the common property;

(j) (**compatibility of electric charger**) ensure that the electric charger is compatible with all components of the electricity infrastructure in the building including any load management system and any electric items for which it is used;

(k) (**preventing damage**) ensure that use of the electric charger does not cause any damage to any of the electricity infrastructure in, or any other part of, the building;

(l) (**general indemnity**) indemnify and keep indemnified the owners corporation and the owners and occupiers of the other lots against all actions, proceedings, claims, demands, costs, damages, loss and expenses which may be incurred by or brought or made against the owners corporation arising out of the use of the electric charger or the charging of the electric items or your breach of this by-law including as a result of a fire arising out of the use of the electric charger;

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(m) (**indemnity for electricity costs**) indemnify and keep indemnified the owners corporation against all costs, damages, loss and expenses which maybe incurred by the owners corporation arising out of the use of the electric charger or the charging of the electric items by you or by a person on your behalf including the cost of any electricity used by the electric charger or as a result of the charging of the electric items by you or on your behalf;

(n) (**payment of indemnified costs**) comply with your obligation to indemnify the owners corporation under this by-law and pay or reimburse the owners corporation for the amount for which you are liable under that indemnity within 14 days of being requested to by the owners corporation in writing;

(o) (**compliance with laws**) comply with all laws and the reasonable directions of the owners corporation, the Local Council, Fire and Rescue NSW and any other authority with jurisdiction over the strata scheme concerning the use of the electric charger or the charging of the electric items.

4. Strata Committee

The strata committee may exercise any of the functions of the owners corporation under this by-law.

The seal of The Owners - Strata Plan No. 88940 was affixed on 01/09/ 2025 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:  Electronic signature of me Daniel Cockerell, affixed at my direction on 01/09/2025 at 8 Harvey Street, Pyrmont

Name(s): Daniel Cockerell

Authority: General Manager

THE OWNERS - STRATA PLAN No. 88940 Common Seal

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Form: 15CH
Release: 2.3

CONSOLIDATION/ CHANGE OF BY-LAWS

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

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

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/SP88940

(B) **LODGED BY**

Document Collection Box	Name Company JS Mueller & Co Address 1st Floor, 240 Princes Highway ARNCLIFFE NSW 2205 E-mail Contact Number 02 9562 1266 Customer Account Number Reference 32050	CODE CH

(C) The Owner-Strata Plan No. 88940 certify that a special resolution was passed on 18/6/2025

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows –

(E) Repealed by-law No. Not Applicable
Added by-law No. Special By-Law No. 9
Amended by-law No. Special By-Law No. 8
as fully set out below :

See Annexure "A" hereto

(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. 88940 was affixed on 01/09/2025 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature : Electronic signature of me Daniel Cockerell, affixed at my direction on 01/09/2025 at 8 Harvey Street, Pyrmont

Name : Daniel Cockerell

Authority : General Manager

Signature :

Name :

Authority :

THE OWNERS - STRATA PLAN No. 88940 Common Seal

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
2007

PLANNING CERTIFICATE

UNDER SECTION 10.7 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Cert. No.: PCT/2026/3735

Fee: $62.00

Certificate Date: 26/08/2026

Applicant	Owner (as recorded by Council)
Costi Legal Pty Ltd 828A Old Northern Road MIDDLE DURAL NSW 2158 gc@costilegal.com.au	Mr B R S Ogle & Mrs B J Ogle

Subject property address (if applicable)	Legal description
102/1 Gantry Lane CAMPERDOWN NSW 2050	Lot 2 SP 88940

Information provided pursuant to *Environmental Planning and Assessment Act 1979* and *Environment Planning and Assessment Regulation 2021*

In accordance with the requirements of section 10.7 of the *Environmental Planning and Assessment Act 1979 ("the Act")* and Schedule 2 of the *Environment Planning and Assessment Regulation 2021,* the following prescribed matters relate to the land at the date of this certificate.

1. Names of relevant planning instruments and Development Control Plans

The following is a list of State Environmental Planning Policies (SEPPs) and proposed SEPPs that may apply to the carrying out of development on the land:

- *State Environmental Planning Policy (Biodiversity and Conservation) 2021*
- *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*
- *State Environmental Planning Policy (Housing) 2021*
- *State Environmental Planning Policy (Industry and Employment) 2021*
- *State Environmental Planning Policy (Planning Systems) 2021*
- *State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021*
- *State Environmental Planning Policy (Primary Production) 2021*
- *State Environmental Planning Policy (Resilience and Hazards) 2021*
- *State Environmental Planning Policy (Resources and Energy) 2021*
- *State Environmental Planning Policy (Sustainable Buildings) 2022*
- *State Environmental Planning Policy (Transport and Infrastructure) 2021*

The following Local Environmental Plan applies to the land:

- *Inner West Local Environmental Plan 2022*

The following Development Control Plan applies to the land:

- Marrickville Development Control Plan 2011

The following proposed Local Environmental Plan (which is, or has been, subject to community consultation or public exhibition) applies to the land:

NONE APPLICABLE

The following proposed Development Control Plan (which is, or has been, subject to community consultation or public exhibition) applies to the land:

- Draft Inner West Development Control Plan

Note: it has been less than 3 years since the end of the public exhibition period for the draft Development Control Plan.

2. Zoning and land use under relevant environmental planning instruments

Inner West Local Environmental Plan 2022

Zone E1 Local Centre

1 Objectives of zone

- To provide a range of retail, business and community uses that serve the needs of people who live in, work in or visit the area.
- To encourage investment in local commercial development that generates employment opportunities and economic growth.
- To enable residential development that contributes to a vibrant and active local centre and is consistent with the Council's strategic planning for residential development in the area.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To provide employment opportunities and services in locations accessible by active transport.
- To provide retail facilities and business services for the local community commensurate with the centre's role in the local centres hierarchy.
- To ensure Inner West local centres are the primary location for commercial and retail activities.
- To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.
- To enhance the unique sense of place offered by Inner West local centres by ensuring buildings display architectural and urban design quality and contributes to the desired character and cultural heritage of the locality.

2 Permitted without consent

Home occupations

3 Permitted with consent

Amusement centres; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Hostels; Hotel or motel accommodation; Information and education facilities; Light industries; Local distribution premises; Medical centres; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation facilities (indoor); Respite day care centres; Service stations; Shop top housing; Tank-based aquaculture; Veterinary hospitals; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Biosolids treatment facilities; Camping grounds; Caravan parks; Cemeteries; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial training facilities; Industries; Marinas; Mortuaries; Open cut mining; Recreation facilities (major); Registered clubs; Residential accommodation; Restricted premises; Rural industries; Sewage treatment plants; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste disposal facilities; Waste or resource transfer stations; Water storage facilities; Water treatment facilities; Wholesale supplies

Note: On 26 April 2023, Business and Industrial zones were replaced with Employment zones.

Do any additional permitted uses apply to the land?

YES

2. Zoning and land use under relevant environmental planning instruments

See Inner West LEP Additional Uses Map for further information.

Are there any development standards that fix minimum land dimensions for the erection of a dwelling-house on the land?

NO

Is the land in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*?

NO

Is the land in a conservation area, (however described)?

NO

Is there an item of environmental heritage, however described, on the land?

YES

3. Contributions plans

1. The following contributions plans apply to the land under Division 7.1 of the *Environmental Planning and Assessment Act 1979*:
   - Section 7.11 and 7.12 Inner West Local Infrastructure Contributions Plan 2023.
   - *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024.*
2. This land is identified as being within a region within the meaning of the *Environmental Planning and Assessment Act*, under Division 7.1, Subdivision 4 –
   (a) The name of this region is the Greater Sydney region.
   (b) The name of the Ministerial planning order in which this region is identified is *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024.*
3. This land is not in a special contribution area to which a continued 7.23 determination applies.
4. In this section –

   Continued 7.23 determination means a s7.23 determination that –
   (a) Has been continued in force by the Act, Schedule 4, Part 1, and
   (b) Has not been repealed as provided by that part.

Note: The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

4. Complying Development - *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

Housing Code

NO. Complying Development may not be carried out on this land because the land is:

- Identified as a Heritage Item in *Inner West Local Environmental Plan 2022.* **Note:** This restriction applies to the land, but it may not apply to all of the land. Please refer to the *Inner West Local Environmental Plan 2022* Heritage Map for further information.

Rural Housing Code

NO. The Rural Housing Code does not apply to land within the Inner West Local Government Area.

Low Rise Housing Diversity Code

NO. Complying Development may not be carried out on this land because the land is:

4. Complying Development - *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

- Identified as a Heritage Item in *Inner West Local Environmental Plan 2022.* **Note:** This restriction applies to the land, but it may not apply to all of the land. Please refer to the *Inner West Local Environmental Plan 2022* Heritage Map for further information.

Pattern Book Development Code

NO. Complying Development may not be carried out on this land because the land is:

- Identified as a Heritage Item in *Inner West Local Environmental Plan 2022.* **Note:** This restriction applies to the land, but it may not apply to all of the land. Please refer to the *Inner West Local Environmental Plan 2022* Heritage Map for further information.

Greenfield Housing Code

NO. The Greenfield Housing Code does not apply to land within the Inner West Local Government Area.

Inland Code

NO. The Inland Code does not apply to land within the Inner West Local Government Area.

Housing Alterations Code

NO. Complying Development may not be carried out on this land because the land is:

- Identified as a Heritage Item in *Inner West Local Environmental Plan 2022.* **Note:** This restriction applies to the land, but it may not apply to all of the land. Please refer to the *Inner West Local Environmental Plan 2022* Heritage Map for further information.

General Development Code

NO. Complying Development may not be carried out on this land because the land is:

- Identified as a Heritage Item in *Inner West Local Environmental Plan 2022.* **Note:** This restriction applies to the land, but it may not apply to all of the land. Please refer to the *Inner West Local Environmental Plan 2022* Heritage Map for further information.

Industrial and Business Alterations Code

NO. Complying Development may not be carried out on this land because the land is:

- Identified as a Heritage Item in *Inner West Local Environmental Plan 2022.* **Note:** This restriction applies to the land, but it may not apply to all of the land. Please refer to the *Inner West Local Environmental Plan 2022* Heritage Map for further information.

Industrial and Business Buildings Code

NO. Complying Development may not be carried out on this land because the land is:

- Identified as a Heritage Item in *Inner West Local Environmental Plan 2022.* **Note:** This restriction applies to the land, but it may not apply to all of the land. Please refer to the *Inner West Local Environmental Plan 2022* Heritage Map for further information.

Container Recycling Facilities Code

NO. Complying Development may not be carried out on this land because the land is:

- Identified as a Heritage Item in *Inner West Local Environmental Plan 2022.* **Note:** This restriction applies to the land, but it may not apply to all of the land. Please refer to the *Inner West Local Environmental Plan 2022* Heritage Map for further information.

Subdivisions Code

NO. Complying Development may not be carried out on this land because the land is:

4. Complying Development - *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

- Identified as a Heritage Item in *Inner West Local Environmental Plan 2022.* **Note:** This restriction applies to the land, but it may not apply to all of the land. Please refer to the *Inner West Local Environmental Plan 2022* Heritage Map for further information.

Demolition Code

NO. Complying Development may not be carried out on this land because the land is:

- Identified as a Heritage Item in *Inner West Local Environmental Plan 2022.* **Note:** This restriction applies to the land, but it may not apply to all of the land. Please refer to the *Inner West Local Environmental Plan 2022* Heritage Map for further information.

Fire Safety Code

NO. Complying Development may not be carried out on this land because the land is:

- Identified as a Heritage Item in *Inner West Local Environmental Plan 2022.* **Note:** This restriction applies to the land, but it may not apply to all of the land. Please refer to the *Inner West Local Environmental Plan 2022* Heritage Map for further information.

5. Exempt Development - *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

Can exempt development be carried out on the land?

YES. Exempt Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Note: Despite any references above advising that Exempt Development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.* It is necessary to review the Policy in detail to ensure that specific types of exempt development may be undertaken on the land.

6. Affected building notices and building product rectification orders

Is the council aware of an affected building notice (as defined under the Part 4 of the *Building Products (Safety) Act 2017*) in force in relation to the land?

NO

Is the council aware of a building product rectification order (as defined under the *Building Products (Safety) Act 2017*) in force in relation to the land that has not been fully complied with?

NO

Is the council aware of any outstanding notice of intention (as defined under the Part 4 of the *Building Products (Safety) Act 2017*) to make a building product rectification order that has been given in relation to the land?

NO

7. Land reserved for acquisition

Is Council aware of an environmental planning instrument or proposed environmental planning instrument that makes provision in relation to the acquisition of the land by an authority of the State, as referred to in section 3.15 of the Act?

NO

8. Road widening and road realignment

Is the land affected by any road widening or road realignment?

NO

9. Flood related development controls

Is the land or part of the land located within a flood planning area and subject to flood related development controls?

NO

Is the land or part of the land between the flood planning area and the probable maximum flood and subject to flood related development controls?

YES

In this section—

- **flood planning area** has the same meaning as in the Flood Risk Management Manual.
- **Flood Risk Management Manual** means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.
- **probable maximum flood** has the same meaning as in the Flood Risk Management Manual.

Note:

- The property is located within the affected area of the Probable Maximum Flood, as determined through Inner West Council's adopted Flood Studies.
- Clause 5.22 – Special Flood Considerations of the *Inner West Local Environment Plan 2022* applies to Sensitive and Hazardous development or development that may require the evacuation of vulnerable people.
- Further information on flooding, including copies of Council's adopted Flood Studies, can be found on Council's Flooding webpage at https://www.innerwest.nsw.gov.au/rivers-and-waterways/flooding.
- If you wish to obtain specific information about flood levels in the vicinity of the property you may choose to apply for a Flood Certificate. Please see https://www.innerwest.nsw.gov.au/building-and-environment/flood-certificate for further information.
- For further information, please contact Council's Stormwater and Asset Planning Team.

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

Is the land affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding?

a) Land slip	**NO**
b) Bushfire	**NO**
c) Tidal inundation	**NO**
d) Subsidence	**NO**
e) Acid sulfate soils	**NO**
f) Contamination	**NO**
g) Aircraft noise	**NO**
h) Salinity	**NO**
i) Coastal hazards	**NO**
j) Sea level rise	**NO**

11. Bush fire prone land

Is any part of the land bushfire prone land as designated by the Commissioner of the NSW Rural Fire Service under section 10.3 of the *Environmental Planning and Assessment Act 1979*?

NO

12. Loose-fill asbestos insulation

Does the land include residential premises that are listed in the loose-fill asbestos insulation register maintained by the NSW Fair Trading as containing loose-fill asbestos ceiling insulation?

NO

13. Mine subsidence

Is the land declared to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*?

NO

14. Paper subdivision information

Does any development plan adopted by a relevant authority (or proposed plan subject to a consent ballot) apply to the land?

NO

15. Property vegetation plans

Has council been notified that a property vegetation plan is approved (and in force) in relation to the land under Part 4 of the *Native Vegetation Act 2003*?

NO

16. Biodiversity stewardship sites

Has council been notified that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*?

NO

17. Biodiversity certified land

Is the land biodiversity certified under Part 8 of the *Biodiversity Conservation Act 2016*?

NO

18. Orders under *Tree (Disputes Between Neighbours) Act 2006*

Has council been notified of an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land?

NO

19. Annual charges under *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works

Has a current (or previous owner) provided written consent to the land being subject to annual charges for coastal protection services under the section 496B *Local Government Act 1993* that relates to existing coastal protection works?

NO

20. Western Sydney Aerotropolis

Does Chapter 4 of the *State Environmental Planning Policy (Precincts – Western Parkland City) 2021* (Aerotropolis Chapter) apply to the land?

NO

21. Development consent conditions for seniors housing

Does Chapter 3 of Part 5 of the *State Environmental Planning Policy (Housing) 2021* apply to the land?

NO

Do any conditions of a development consent granted after 11 October 2007 that are of the kind set out in Section 88(2) of *State Environmental Planning Policy (Housing) 2021* apply to the land?

NO

22. Site compatibility certificates and development consent conditions for affordable rental housing

1. Is the council aware of a current (or former) site compatibility certificate in relation to proposed development on the land under the *State Environmental Planning Policy (Housing) 2021*?

   NO

2. Do any conditions of development consent that are of the kind referred to in sections 21(1) or 40(1) of *State Environmental Planning Policy (Housing) 2021* apply to the land?

   NO

3. Do any conditions of development consent that are of the kind referred to in clauses 17(1) or 38(1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* apply to the land?

   NO

23. Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*.

- **NO.** Properties in the Inner West are not provided water or sewerage services under the *Water Industry Competition Act 2006*.

24. Special Entertainment Precincts

Is the land or part of the land in a special entertainment precinct within the meaning of the *Local Government Act 1993*, section 202B?

NO

25. Interim development in future infrastructure corridors

Does section 4.7A of the *State Environmental Planning Policy (Transport and Infrastructure) 2021* apply to the land?

NO

MATTERS PRESCRIBED BY ACTS OTHER THAN THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979 TO BE INCLUDED IN S10.7(2) PLANNING CERTIFICATE

Section 59(2) of the *Contaminated Land Management Act 1997* (CLM Act)

Is the land:

(a) Significantly contaminated land within the meaning of the CLM Act?

NO

(b) Subject to a management order within the meaning of the CLM Act?

NO

(c) Subject of an approved voluntary management proposal within the meaning of the CLM Act?

NO

(d) Subject to an ongoing maintenance order within the meaning of the CLM Act?

NO

(e) Subject of a site audit statement within the meaning of the CLM Act?

NO

Information regarding outstanding notices and orders

For information regarding outstanding notices and orders a Certificate for outstanding notices or intention and/or an Order under section 735A of the *Local Government Act 1993* may be applied for at any of the Inner West Council's Service Centres in Ashfield, Leichhardt, or Petersham.

General Message on matters not able to be included in this Certificate

The s10.7 Certificate provides information relating to the land itself. Persons should make their own enquiries into external matters which may affect the enjoyment of the land such as development consents on adjacent land, Park Plans of Management etc.

General Information

The absence of any reference to a matter affecting the land in this certificate shall not imply that the land is not affected by that matter not referred to in this certificate.

Information provided under section 10.7(2) is in accordance with the matters prescribed under schedule 2 of the *Environmental Planning and Assessment Regulation 2021* and is provided only to the extent that the Council has been notified by relevant departments or public authorities.

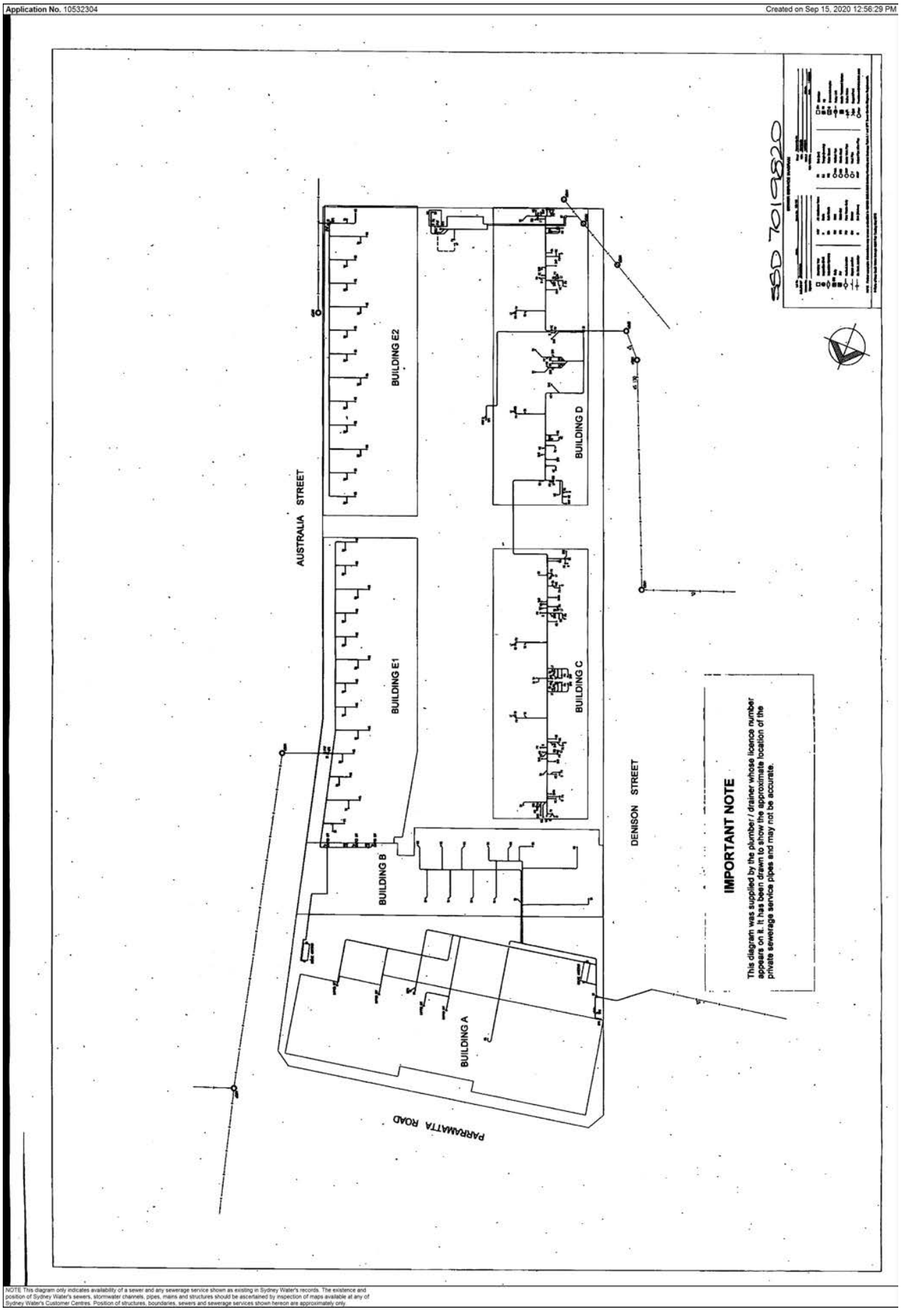
When advice in accordance with section 10.7(5) is requested, the Council is under no obligation to furnish any advice. If advice is provided Council draws your attention to section 10.7(6) and section 2 of schedule 6 of the *Environmental Planning and Assessment Act 1979* which have the effect that Council shall not incur any liability in respect of advice provided in good faith pursuant to section 10.7(5), including the furnishing of advice in respect of contaminated land.

Any enquiries regarding State Environmental Planning Policies should be directed to NSW Department of Planning and Environment.

Please contact Council's Strategic Planning section for further information about this Planning Certificate.

DANIEL EAST
SENIOR MANAGER STRATEGIC PLANNING

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NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

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