

SP74260

By-laws

Instrument setting out the terms of By-laws to be created up registration of Strata Plan

Noise

1. An owner or occupier of a lot must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

Vehicles

2. (1) An owner or occupier of a lot must not park or stand any motor vehicle or other motor vehicle on common property, or permit any invitee of the owner or occupier to park or stand any motor vehicle or other vehicle on common property except with the prior written approval of the Managing Agent.
- (2) The carparking areas on the common property and the carparking areas shown on the Strata Plan are only for the parking of vehicles, motorcycles, trailers or boats or other use as approved by the Owners Corporation in consultation with the Managing Agent.

The Managing Agent has the absolute control of the carparking areas.

The Managing Agent must not unreasonably withhold his approval to the parking or standing of a motor vehicle on the common property as a temporary measure.

Obstruction of Common Property

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

Damage to Lawns and Plants on Common Property

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

Damage to Common Property

5. (1) An owner or occupier of a lot must not mark, paint, drive nails or

SP74260

screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.

- (2) An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot; or
 - (b) any screen or other device to prevent entry of animals or insects on the lot; or
 - (c) any structure or device to prevent harm to children; or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) The owner of a lot must -
 - (a) maintain and keep in a state of good and serviceable repair and installation or structure referred to in subclause (3) that forms part of the common property and that services the lot; and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause (3) that forms part of the common property and that services the lot.
- (6) An owner or occupier of a Lot must not do or permit anything including, without limitation, bring or permit to be brought into the parcel any heavy article, which might cause structural damage to the building.
- (7) This by-law does not prevent an owner or occupier from making minor alterations to the interior or common property structures enclosing the lot for the purposes of fitting out and refurbishing the lot.

Prevention of Damage to Common Property

6. (1) An owner or occupier of a lot must not, without the prior written

SP74260

consent of the owners corporation, interfere with common property or remove any article from the common property placed there by direction or authority of the owners corporation and must use all reasonable endeavours to ensure that such items are used only for their intended use and not damaged.

- (2) An owner or occupier of a lot must not without the authority of the Managing Agent, interfere with the operation of any equipment installed in the common property
- (3) An owner or occupier of a lot must not modify any existing air conditioning unit, ventilation system or associated ducting (whether or not such air conditioning unit, ventilation system or associated ducting is contained wholly within a lot) without the prior written consent of the owners corporation, which consent must not be unreasonably withheld.

Notification of Defects

7. An owner or occupier of a lot must promptly notify the Managing Agent of any damage to or defect to the common property or any personal property vested in the owners corporation.

Compensation to Owners Corporation

8. The owner or occupier of a lot is liable to compensate the owners corporation in respect of any damage to the common property or personal property vested in the owners corporation caused by that owner or occupier of any lessee, licensee or invitee of that owner or occupier.

Security Devices

9. (1) An owner or occupier of a lot must not install bars, security screens or grilles or other safety devices to the exterior of any windows or doors of a lot without the prior written consent of the owners corporation.
- (2) An owner or occupier of a lot must not:
 - (a) operate or permit to be operated on the parcel any device or electronic equipment which interferes with any domestic appliance lawfully in use on the common property, another lot or another part of the building;
 - (b) without the prior written consent of the owners corporation, attach to or hang from the exterior of the parcel any aerial or any security device or wires; and
 - (c) install or operate any intruder alarm which emits an audible signal.

Behaviour of Owners and Occupiers

10. (1) An owner or occupier of a lot when on common property must be

SP74260

4

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

- (2) An owner or occupier must not –
 - (a) create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property; or
 - (b) obstruct lawful use of common property by any person.

Children Playing on Common Property in Building

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

Behaviour of Invitees

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

Depositing Rubbish and other Material on Common Property

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

Drying of Laundry Items

14. An owner or occupier of a lot must not, except with the prior written approval of the owners corporation hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

Cleaning Windows and Doors

15. An owner or occupier of a lot must keep clean all exterior surfaces of glass in windows and doors 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 of the lot safely or at all.

SP74260

5

Storage of Inflammable Liquids and Other Substances and Materials

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

Moving Furniture and Other Objects On Or Through Common Property

17. (1) An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has been given to the Managing Agent so as to enable the Managing Agent to arrange for its nominee to be present at the time when the owner or occupier does so.
- (2) An owners corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.
- (3) If the owners corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must transport any furniture or large object through or on common property except in accordance with that resolution.

Floor Coverings

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

Garbage Disposal

19. (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered; and

SP74260

- (b) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material follow recycling guidelines; and
 - (c) for the purposes of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected; and
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a);
 - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier; and
 - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- (a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

This sub-clause does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

SP74260

7

- (3) An owner or occupier of a lot must not deposit on the common property any garbage except in a receptacle or area specifically provided for that purpose.
- (4) An owner or occupier of a lot must dispose of garbage in the area designated for storage of garbage from that lot in the following manner:
 - (a) bottles must be completely drained, cleaned and deposited in unbroken condition in the place designated for bottles; and
 - (b) paper products must be deposited in the place designated for recycling of paper products; and
 - (c) all other garbage must be drained and securely wrapped in small parcels and deposited (via the garbage chute, when appropriate) in the place designated for such garbage.
- (5) Despite any provision in this by-law, owners and occupiers of lots must comply with the requirements from time to time of the owners corporation or any Government Agency regarding the separate storage and disposal of putrescible and recyclable waste.

Keeping of Animals

20. (1) An owner or occupier of a lot must not keep any animal on the lot or the common property except with the approval in writing of the Owners Corporation, which approval can be granted or withheld in the absolute discretion of the Owners Corporation. Any owner or occupier of a lot must promptly apply to the Owners Corporation in writing for approval to keep any animal on a lot or the common property.
- (2) Owners or occupiers must not allow visitors to bring animals to the lot or common property unless they are guide dogs or hearing dogs.

Appearance of Lot

21. (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 14.

Change in Use of Lot to be Notified

22. An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity

SP74260

being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

Provisions of Amenities or Services

23. (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
- (a) window cleaning
 - (b) garbage disposal and recycling services
 - (c) electricity, water or gas supply
 - (d) telecommunication services (for example, cable television)
 - (e) commercial cleaning
- (2) If the owners corporation makes a resolution referred to in sub-clause (1) to provide an amenity or service to a lot, it must indicate in the resolution the amounts for which, or the conditions on which, it will provide the amenity or service.

Compliance with By-laws

24. (1) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier comply with these by-laws. If an invitee does not comply with these by-laws the owner or occupier must take all reasonable steps to ensure that the invitee immediately leaves the parcel.
- (2) An owner of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee or other occupier of the lot and any invitee of that lessee or occupier comply with these by-laws.
- (3) An owner or occupier of a lot must use reasonable care when admitting invitees to the parcel and must not allow them to remain on the common property unsupervised except to the extent reasonably necessary for the ingress and egress of the invitee.

Compliance with Laws

25. (1) An owner or occupier of a lot must at the owner's or occupier's own expense promptly comply with all laws relating to the lot including, without limitation, any requirements, notices and orders of any Government Agency.
- (2) An owner or occupier of a lot must not use the lot for any purpose that may impugn the good reputation of the strata scheme.

SP74260

Condition of a Lot

26. An owner or occupier of a lot must keep the lot, including all glass in windows and all doors on the boundary of a lot and so much of such windows and doors as is common property (which are safely accessible to the owner or occupier), clean and in good repair.

Restricted Use of Common Property

27. (1) The executive committee of the owners corporation must take all reasonable steps to ensure the security of the parcel from intruders and to preserve the safety of the parcel from fire or other hazard and if it considers it necessary or desirable may, without limitation:
- (a) close off or restrict by means of Security Keys access to any part of the common property not required for access to a lot on either a temporary or a permanent basis; or
 - (b) permit, to the exclusion of owners and occupiers, any designated part of the common property to be used by any security person as a means of monitoring the security of the parcel, either solely or in conjunction with any other parcel.
- (2) The executive committee of the owners corporation may make rules and regulations relating to ensuring the security of the parcel from intruders.

Security of Common Property

28. An owner or occupier of a lot must not do or permit anything which may prejudice the security or safety of the parcel or the Building and, without limitation, an owner or occupier of a lot must take all reasonable steps to ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use.

Security Keys

29. (1) If the executive committee of the owners corporation restricts the access of owners and occupiers under these by-laws, the executive committee may make available to owners free of charge the number of Security Keys the executive committee of the owners corporation may determine, and may charge a reasonable fee for any additional Security Key required by an owner.
- (2) An owner of a lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any occupier of a lot and must take all reasonable steps, including without limitation, an appropriate agreement in any lease or licence of the lot to ensure return of the Security Key to the owner of the executive committee of the owners corporation.
- (3) An owner or occupier of a lot in possession of a Security Key must not duplicate or permit the Security Key to be duplicated and must take all

SP74260

10

reasonable steps to ensure that the Security Key is not lost or handed to any person other than another owner or occupier and is not disposed of otherwise than by returning it to the owner of the executive committee of the owners corporation.

- (4) An owner or occupier of a lot must promptly notify the owners corporation if a Security Key is lost or destroyed.

Insurance Premiums

30. (1) An owner or occupier of a lot must not, without the prior written consent of the owners corporation do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the owners corporation.
- (2) Any consent given by the owners corporation under this special by-law may be given on conditions which include, without limitation, an obligation for the owner or occupier of the lot to reimburse the owners corporation for any increase in premium for an insurance policy effected by it.

Signage

31. An owner or occupier of a lot must not, without the prior written consent of the owners corporation, affix or exhibit any sign, lighted advertisement, name or notice to or on any part of the parcel unless it is inside the lot and not visible from outside the lot.

Fire Control

32. (1) An owner or occupier of a lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.
- (2) The owners corporation or the owner or occupier of a lot must, in respect of the parcel or the lot, as appropriate:
 - (a) consult with any relevant Government Agencies as to the appropriate fire alarm and fire sprinkler system for the parcel or the lot;
 - (b) ensure the provision of all adequate equipment to prevent fire or the spread of fire in or from the parcel or the lot to the satisfaction of all relevant Governmental Agencies; and
 - (c) take all reasonable steps to ensure compliance with fire laws in respect to the parcel or the lot.

Consent of Owners Corporation

33. A consent given by the owners corporation under these by-laws will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the

SP74260

owner or occupier of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

Complaints and Applications

34. A complaint or application to the owners corporation or its executive committee must be addressed in writing to the Managing Agent.

Balcony and Planter Boxes

35. (1) Owners or occupiers may keep planter boxes, pot plants, landscaping, occasional furniture and outdoor recreational equipment on the balcony of their lot only if it:
- (a) is a type approved by the owners corporation;
 - (b) complies with the architectural landscape standards;
 - (c) will not cause damage; and
 - (d) is not dangerous

The owners corporation may require the owner or occupier at their cost to remove items from the balcony that are not in accordance with this by-law.

- (2) If there is a planter box on the balcony of a lot, the owner or occupier must keep the types of plants in the planter box that comply with any architectural and landscaping standards and are approved by the owners corporation, and must properly maintain the soil and plants in the planter boxes. When watering the planter boxes, the owner or occupier must ensure that no water goes into the common property or any other lot. Planter boxes shall not be permitted which damage common property or any other lot or create a nuisance or hazard.

Rights of the Owners Corporation if there is Non-Compliance with By-laws

36. (1) The owners corporation shall be entitled to do anything on any lot that the owner or occupier should have done under the by-laws, but which the owner or occupier has not done properly.
- (2) The owners corporation must give written notice specifying when it will enter the lot to do the works. The owner or occupier must give the owners corporation access to the lot according to the notice, and permit the owners corporation's duly appointed agent to undertake the works at the owner's or occupier's cost, and pay the owners corporation for its cost of doing the work.
- (3) The owners corporation may recover any money owed to it under this by-law as a debt.
- (4) The powers of the owners corporation under this by-law are in addition to those that it has under the Act.

SP74260

12

Signage By-laws

37. Shop signage

- (1) The owner of lots 1 to 7 inclusive shall have the special privilege to install signs, advertising the business being operated from the lot on the common property immediately adjacent to the particular lot for that purpose, PROVIDED ALWAYS THAT any such signage must be approved by Byron Shire Council and by the owners corporation, which approval shall not be unreasonably withheld in circumstances where evidence of the approval for such signage from Byron Shire Council is obtained.
- (2) The owners of lots 1 to 7 inclusive shall be responsible for the maintenance and repair of all signage installed on the common property and shall indemnify the Owners Corporation in respect to any liability or damage arising as a result of the installation, maintenance or removal of such signage.
- (3) The owners of lots 1 to 7 inclusive may not install any other signs on the common property or on the exterior of the shop front of their lot without the consent of the owners corporation in general meeting.
- (4) No lot owner or occupier shall install any sign or other fixture on any exterior masonry wall of the building without the consent in writing of the owners corporation which consent shall be granted or declined on the absolute and unfettered discretion of the owners corporation.

Exclusive Use for Storage

38. (1) The owner for the time being of lot 5 ('owner') is conferred with the right of exclusive use and enjoyment of the area located on the common property identified in Figure 1 annexed as 'Exclusive Use Area 1' (Area) subject to the due observance and performance by the owner with the following conditions:
 - (a) Insurance – not to do or suffer to be done in the Area any act or thing by reason of which any increase of extra premium may become payable by the owners corporation for the insurance of the Area or any part thereof.
 - (b) Maintenance – to maintain and keep the Area in good clean and serviceable repair.
 - (c) Storage – to use the Area only for the purpose of storage of non-flammable and non-dangerous items.
 - (d) Non assignment – not to assign the Area or any part thereof other than to the owner (which shall include any purchaser) of the subject lot or to the occupier of the subject lot.

SP74260

13

- (e) Indemnity – the owner shall indemnify the owners corporation against legal liability loss claim or proceedings in respect of any injury loss or damage whatsoever to the common property or any other property or person insofar as such injury loss or damage arises out of the use of the Area by the owner or by any occupier of the subject lot.
 - (f) Entry – notwithstanding anything herein contained the owners corporation, its servants and agents may at all times on reasonable notice enter upon the Area for the purpose of inspecting, maintaining and repairing the same or for the purpose of ensuring that the by-laws of this strata scheme are observed.
 - (g) Termination – if the owner or the occupier of the subject lot shall at any time fail or neglect to perform or observe any of the conditions herein contained and continues such failure or neglect fourteen (14) days after receiving written notice requesting performance or observance from the owners corporation or the Managing Agent then and in any such case at any time thereafter the owners corporation may by ordinary resolution determine this right of exclusive use of the Area.
 - (h) The owner or the occupier of the subject lot may at the cost of the owner or the occupier of the subject lot fence off or otherwise secure the Area PROVIDED THAT prior to undertaking any fencing or securing works the owner or the occupier of the subject lot shall provide the Managing Agent or the owners corporation with details of the proposed fencing or securing of the Area and neither the owner nor the occupier of the subject lot shall undertake any fencing works or works to secure the Area before obtaining written consent from the owners corporation or the Managing Agent for the undertaking and completion of such works.
 - (i) The owner or the occupier of the subject lot may lease the right to occupy the Area PROVIDED THAT details of the person who has the right to occupy the area from time to time pursuant to any such lease or assignment shall be provided to the owners corporation.
- (2) The owner for the time being of lot 11 ('owner') is conferred with the right of exclusive use and enjoyment of the area located on the common property identified in the Figure 1 annexed as 'Exclusive Use Area 2' (Area) subject to the due observance and performance by the owner with the following conditions:
- (a) Insurance – not to do or suffer to be done in the Area any act or thing by reason of which any increase of extra premium may become payable by the owners corporation for the insurance of the Area or any part thereof.

SP74260

14

- (b) Maintenance – to maintain and keep the Area in good clean and serviceable repair.
- (c) Storage – to use the Area only for the purpose of storage of non-flammable and non-dangerous items.
- (d) Non assignment – not to assign the Area or any part thereof other than to the owner (which shall include any purchaser) of the subject lot or to the occupier of the subject lot.
- (e) Indemnity – the owner shall indemnify the owners corporation against legal liability loss claim or proceedings in respect of any injury loss or damage whatsoever to the common property or any other property or person insofar as such injury loss or damage arises out of the use of the Area by the owner or by any occupier of the subject lot.
- (f) Entry – notwithstanding anything herein contained the owners corporation, its servants and agents may at all times on reasonable notice enter upon the Area for the purpose of inspecting, maintaining and repairing the same or for the purpose of ensuring that the by-laws of this strata scheme are observed.
- (g) Termination – if the owner or the occupier of the subject lot shall at any time fail or neglect to perform or observe any of the conditions herein contained and continues such failure or neglect fourteen (14) days after receiving written notice requesting performance or observance from the owners corporation or the Managing Agent then and in any such case at any time thereafter the owners corporation may by ordinary resolution determine this right of exclusive use of the Area.
- (h) The owner or the occupier of the subject lot may at the cost of the owner or the occupier of the subject lot fence off or otherwise secure the Area PROVIDED THAT prior to undertaking any fencing or securing works the owner or the occupier of the subject lot shall provide the Managing Agent or the owners corporation with details of the proposed fencing or securing of the Area and neither the owner nor the occupier of the subject lot shall undertake any fencing works or works to secure the Area before obtaining written consent from the owners corporation or the Managing Agent for the undertaking and completion of such works.
- (i) The owner or the occupier of the subject lot may lease or assign the right to occupy the Area PROVIDED THAT details of the person who has the right to occupy the area from time to time pursuant to

SP74260

15

any such lease or assignment shall be provided to the owners corporation.

- (3) The owner for the time being of lot 1 (owner) is conferred with the right of exclusive use and enjoyment of the area located on the common property identified in Figure 1 annexed as "Exclusive Use Area 3 (Area) subject to the due observance and performance by the owner with the following conditions:
- (a) Insurance – not to do or suffer to be done in the Area any act or thing by reason of which any increase of extra premium may become payable by the owners corporation for the insurance of the Area or any part thereof.
 - (b) Maintenance – to maintain and keep the Area in good clean and serviceable repair.
 - (c) Storage – to use the Area only for the purpose of storage of non-flammable and non-dangerous items.
 - (d) Non assignment – not to assign the Area or any part thereof other than to the owner (which shall include any purchaser) of the subject lot or to the occupier of the subject lot.
 - (e) Indemnity – the owner shall indemnify the owners corporation against legal liability loss claim or proceedings in respect of any injury loss or damage whatsoever to the common property or any other property or person insofar as such injury loss or damage arises out of the use of the Area by the owner or by any occupier of the subject lot.
 - (f) Entry – notwithstanding anything herein contained the owners corporation, its servants and agents may at all times on reasonable notice enter upon the Area for the purpose of inspecting, maintaining and repairing the same or for the purpose of ensuring that the by-laws of this strata scheme are observed.
 - (g) Termination – if the owner or the occupier of the subject lot shall at any time fail or neglect to perform or observe any of the conditions herein contained and continues such failure or neglect fourteen (14) days after receiving written notice requesting performance or observance from the owners corporation or the Managing Agent then and in any such case at any time thereafter the owners corporation may by ordinary resolution determine this right of exclusive use of the Area.
 - (h) The owner or the occupier of the subject lot may at the cost of the owner or the occupier of the subject lot fence off or otherwise

SP74260

16

secure the Area PROVIDED THAT prior to undertaking any fencing or securing works the owner or the occupier of the subject lot shall provide the Managing Agent or the owners corporation with details of the proposed fencing or securing of the Area and neither the owner nor the occupier of the subject lot shall undertake any fencing works or works to secure the Area before obtaining written consent from the owners corporation or the Managing Agent for the undertaking and completion of such works.

- (i) The owner or the occupier of the subject lot may lease the right to occupy the Area PROVIDED THAT details of the person who has the right to occupy the area from time to time pursuant to any such lease or assignment shall be provided to the owners corporation.

Interpretation

39. (1) In these by-laws unless a contrary intention appears:

Act means the Strata Schemes Management Act, 1996 (as amended).

Building means the building or buildings constructed within the parcel.

Governmental Agency means any governmental or semi-governmental administrative, fiscal or judicial department, commission, authority, tribunal agency or entity.

Managing Agent means the person appointed by the owners corporation as its managing agent and, if no person is for the time being so appointed, the Secretary of the owners corporation.

Security Key means a key, magnetic card or other opening device or information required to open and close doors, gates or locks or to operate alarms, security systems or communication systems, in the parcel.

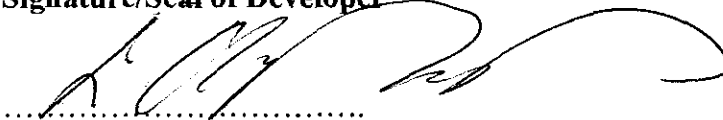
(2) In by-laws 1 to 39, unless the context otherwise requires:

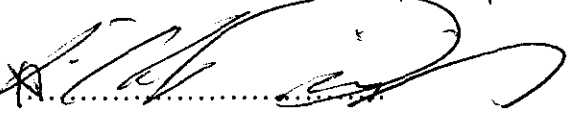
- (a) headings are for convenience only and do not affect the interpretation of the by-laws;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association corporation or other body corporate and any Governmental Agency.
- (e) a reference to any thing includes a part of that thing;

SP74260

- (f) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute; and
- (g) a reference to a person includes a reference to the person's executors, administrations, successors, substitutes (including without limitation, persons taking by novation) and assigns.

Signature/Seal of Developer

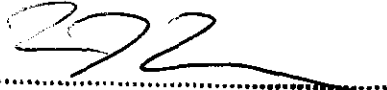


Executed by DYCE PTY.
LIMITED ACN 195 343 324 BY:

EDWIN JOHN PHILLIPS
SOLE DIRECTOR / SECRETARY

Signature/Seal of each registered Mortgagee

.....

AUSTRALIA AND NEW ZEALAND
BANKING GROUP LIMITED
ACN 005 357 522
BY ITS ATTORNEY



MANAGER UNDER
POWER OF ATTORNEY NO: 706211119

STRATA PLAN FORM 2

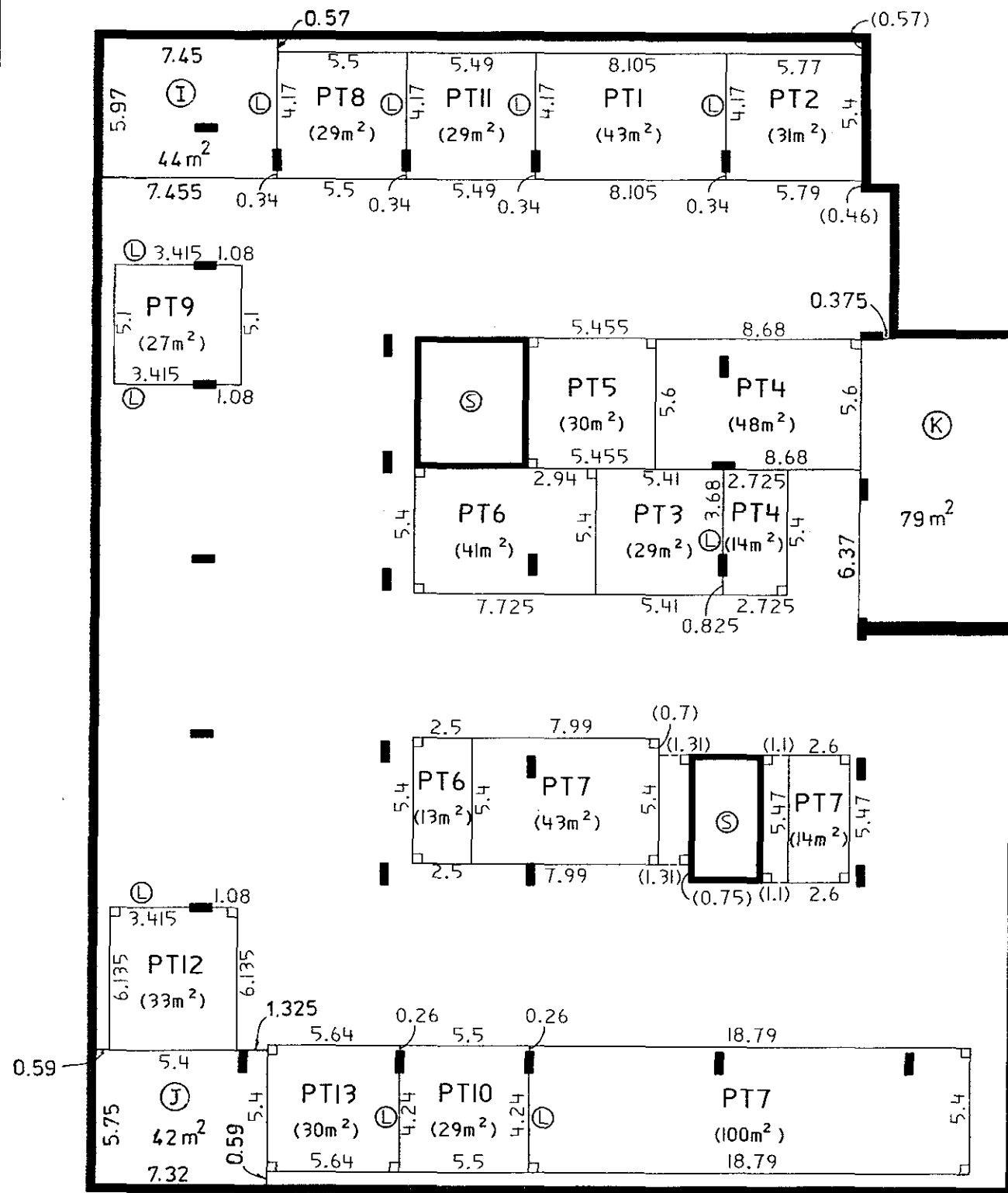
FIGURE 1

WARNING: CREASING OR

- (I) EXCLUSIVE USE AREA 1.
- (J) EXCLUSIVE USE AREA 2.
- (K) EXCLUSIVE USE AREA 3.

LEVEL 1

SP74260



- (D) DENOTES CONCRETE CARPARKING SPACE LIMITED IN HEIGHT TO 3 METRES ABOVE ITS UPPER SURFACE (EXCEPT WHERE COVERED)
- (G) DENOTES GARDEN PLANTER (COMMON PROPERTY)
- (H) DENOTES TOILETS (COMMON PROPERTY)
- (L) DENOTES PROLONGATION OF CENTRELINE OF CONCRETE COLUMN.
- (S) DENOTES STAIRS (COMMON PROPERTY)
- (V) DENOTES SERVICE DUCT (COMMON PROPERTY)
- (Y) DENOTES CONCRETE COURTYARD (COVERED)

DENOTES 90°

REGISTERED 10.1.2005

20th OCTOBER 2004.

REGISTERED SURVEYOR:

Form: 15CB
Release: 2.2
www.lands.nsw.gov.au

CHANGE OF BY-LAWS

New South Wales
Real Property Act 1900



AE905055B

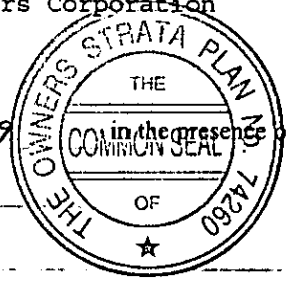
PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for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

(A) TORRENS TITLE	For the common property CP/SP74260	
(B) LODGED BY	Document Collection Box 38W Name, Address or DX, Telephone, and LLPN if any LLPN: 123007W V. J. RALPH & CO. LEVEL 3, 99 ELIZABETH ST. SYDNEY 2000 DX 347 SYDNEY FAX 9233 8645 PH 9233 8088 Reference: <u>Rm H</u>	CODE CB

- (C) The Owners-Strata Plan No. 74260 certify that pursuant to a resolution passed on 11 November 2008 and
 (D) in accordance with the provisions of section No. 52 of the Strata Schemes Management Act 1996
 the by-laws are changed as follows—
 (E) Repealed by-law No. NOT APPLICABLE
 Added by-law No. 40
 Amended by-law No. NOT APPLICABLE
 as fully set out below:

40 EXCLUSIVE USE LOT 1
 40.1 The Owner for the time being of Lot 1 shall have a right to attach an extraction fan and associated ducting on the roof above lot 1 and extending on to the roof above the walkway and ladies toilet with a roof vent air duct adjacent to the western wall on the roof above the ladies toilet and the exclusive use and enjoyment of that part of the common property to which the extraction fan and associated ducting are attached (hereinafter called "the exclusive use area"). The extraction fan and ducting shall match the colour of the roof. PROVIDED THAT such owner shall be responsible to keep the exclusive use area and the extraction fan and associated ducting in a state of proper and serviceable repair ("the Works"),
 40.2 At all reasonable times the Owners Corporation and/or its agents may enter the exclusive use area to carry out any the Works, which should have been carried out by the Owner, PROVIDED THAT the Owners Corporation shall have given the Owner for the time being of Lot 1, 28 days prior notice in writing of its intention to enter the exclusive use area to carry out such the Works and the Owner for the time being of Lot 1 shall have failed or neglected to carry out the Works within that time.
 40.3 If the Owners Corporation carries out the Works, which should have been carried out by the Owner for the time being of Lot 1, the Owner for the time being of Lot 1 must pay the Owners Corporation on demand the costs, which the Owners Corporation incurs in carrying out the Works.

(F) The common seal of the Owners-Strata Plan No. 74260 was affixed on 13-4-09 in the presence of
 Signature(s): Paul Cortes
 Name(s): Paul Cortes
 being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



(G) COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996
 I certify that _____ has approved the change of by-laws set out herein.
 Signature of authorised officer: _____
 Name of authorised officer: _____ Position of authorised officer: _____