

# Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>Infinity Property Agents</b> <b>Suite 38/112-122 McEvoy Street, Alexandria,</b> <b>NSW 2015</b>	<b>Phone: 0411 641 662</b> <b>Fax: 02 9699 9793</b> <b>Ref: Michael Kurosawa and Robin</b> <b>Gairhe</b>
co-agent		
vendor	<b>Shaun Robert Jones</b>	
vendor's solicitor	<b>Conveyancing Now NSW Pty Ltd</b> <b>2, 55 President Avenue, Kogarah NSW 2217</b> <b>PO Box 98, Padstow NSW 2211</b>	<b>Phone: 02 9188 8377</b> <b>Email: karina@conveyancingnownsw.com</b> <b>Fax: 02 9188 8376</b> <b>Ref: JS:KW:230666</b>
date for completion	<b>42nd day after the contract date</b>	(clause 15)
land (address, plan details and title reference)	<b>R402/1 Retreat Street, Alexandria, New South Wales 2015</b> <b>Registered Plan: Lot 79 Plan SP 82998</b> <b>Folio Identifier 79/SP82998</b>	
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> 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	<input type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> other: <b>clothes dryer, oven</b>			
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."

**SIGNING PAGE**

<b>VENDOR</b>	<b>PURCHASER</b>																								
<p><b>Signed by</b></p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>																								
<b>VENDOR (COMPANY)</b>	<b>PURCHASER (COMPANY)</b>																								
<p><b>Signed by</b> _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table border="0"> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Signature of authorised person</td> <td>Signature of authorised person</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Name of authorised person</td> <td>Name of authorised person</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Office held</td> <td>Office held</td> </tr> </table>	_____	_____	Signature of authorised person	Signature of authorised person	_____	_____	Name of authorised person	Name of authorised person	_____	_____	Office held	Office held	<p><b>Signed by</b> _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table border="0"> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Signature of authorised person</td> <td>Signature of authorised person</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Name of authorised person</td> <td>Name of authorised person</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Office held</td> <td>Office held</td> </tr> </table>	_____	_____	Signature of authorised person	Signature of authorised person	_____	_____	Name of authorised person	Name of authorised person	_____	_____	Office held	Office held
_____	_____																								
Signature of authorised person	Signature of authorised person																								
_____	_____																								
Name of authorised person	Name of authorised person																								
_____	_____																								
Office held	Office held																								
_____	_____																								
Signature of authorised person	Signature of authorised person																								
_____	_____																								
Name of authorised person	Name of authorised person																								
_____	_____																								
Office held	Office held																								

## 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**☒ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

further details)

If the further 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) – further 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 address (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):

## List of Documents

<p><b>General</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 1 property certificate for the land</li> <li><input type="checkbox"/> 2 plan of the land</li> <li><input type="checkbox"/> 3 unregistered plan of the land</li> <li><input type="checkbox"/> 4 plan of land to be subdivided</li> <li><input type="checkbox"/> 5 document to be lodged with a relevant plan</li> <li><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</li> <li><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</li> <li><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</li> <li><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</li> <li><input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</li> <li><input type="checkbox"/> 11 <i>planning agreement</i></li> <li><input type="checkbox"/> 12 section 88G certificate (positive covenant)</li> <li><input type="checkbox"/> 13 survey report</li> <li><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></li> <li><input type="checkbox"/> 15 occupation certificate</li> <li><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</li> <li><input type="checkbox"/> 17 other document relevant to tenancies</li> <li><input type="checkbox"/> 18 licence benefiting the land</li> <li><input type="checkbox"/> 19 old system document</li> <li><input type="checkbox"/> 20 Crown purchase statement of account</li> <li><input type="checkbox"/> 21 building management statement</li> <li><input checked="" type="checkbox"/> 22 form of requisitions</li> <li><input type="checkbox"/> 23 <i>clearance certificate</i></li> <li><input type="checkbox"/> 24 land tax certificate</li> </ul> <p><b>Home Building Act 1989</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 25 insurance certificate</li> <li><input type="checkbox"/> 26 brochure or warning</li> <li><input type="checkbox"/> 27 evidence of alternative indemnity cover</li> </ul> <p><b>Swimming Pools Act 1992</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 28 certificate of compliance</li> <li><input type="checkbox"/> 29 evidence of registration</li> <li><input type="checkbox"/> 30 relevant occupation certificate</li> <li><input type="checkbox"/> 31 certificate of non-compliance</li> <li><input type="checkbox"/> 32 detailed reasons of non-compliance</li> </ul>	<p><b>Strata or community title (clause 23 of the contract)</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 33 property certificate for strata common property</li> <li><input checked="" type="checkbox"/> 34 plan creating strata common property</li> <li><input type="checkbox"/> 35 strata by-laws</li> <li><input type="checkbox"/> 36 strata development contract or statement</li> <li><input type="checkbox"/> 37 strata management statement</li> <li><input type="checkbox"/> 38 strata renewal proposal</li> <li><input type="checkbox"/> 39 strata renewal plan</li> <li><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</li> <li><input type="checkbox"/> 41 property certificate for neighbourhood property</li> <li><input type="checkbox"/> 42 plan creating neighbourhood property</li> <li><input type="checkbox"/> 43 neighbourhood development contract</li> <li><input type="checkbox"/> 44 neighbourhood management statement</li> <li><input type="checkbox"/> 45 property certificate for precinct property</li> <li><input type="checkbox"/> 46 plan creating precinct property</li> <li><input type="checkbox"/> 47 precinct development contract</li> <li><input type="checkbox"/> 48 precinct management statement</li> <li><input type="checkbox"/> 49 property certificate for community property</li> <li><input type="checkbox"/> 50 plan creating community property</li> <li><input type="checkbox"/> 51 community development contract</li> <li><input type="checkbox"/> 52 community management statement</li> <li><input checked="" type="checkbox"/> 53 document disclosing a change of by-laws</li> <li><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</li> <li><input type="checkbox"/> 55 document disclosing a change in boundaries</li> <li><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</li> <li><input type="checkbox"/> 57 information certificate under Community Land Management Act 1989</li> <li><input type="checkbox"/> 58 disclosure statement - off the plan contract</li> <li><input type="checkbox"/> 59 other document relevant to off the plan contract</li> </ul> <p><b>Other</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 60</li> </ul>
---	---

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

Netstrata

PO Box 265, HURSTVILLE BC NSW 1481

Phone: 1300 638 787

admin@netstrata.com.au



**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.

### **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 to purchase the property, 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 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.

## 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:
 

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land and Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
---	--

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. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
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. Where the market value of the property is at or above a legislated amount, 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 ATO.

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 –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 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 Signed*, *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.

- 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.

- 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*.

- 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 everything reasonable 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.



### 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) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
  - 13.3.2 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
  - 13.3.3 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.

## 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).

**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.

- 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 in writing 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 or management contract or 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 s171 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.

- 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.

- 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 earned 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 everything reasonable 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.

**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 everything reasonable 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.  
 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.

- 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.



**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.

402/1 RETREAT ST, ALEXANDRIA 2015

- 33** The Contract is amended as follows:
- (a) Clause 3.10.2 & 3.11.2 are deleted.
  - (b) Clause 7.1.1 is amended by deleting "5%" and inserting in its place "\$1,000";
  - (c) Clause 14.4.2 is replaced with the words "by adjusting the amount actually payable by the Vendor for the property";
  - (d) Clause 23.13 and 23.14 is amended by replacing the figure "7" with "2";
  - (e) Clause 23.14 is amended by deleting the first sentence of the clause.
  - (f) Clause 25.1.1 is amended by deleting "limited".
- 34** The property is sold and accepted in its present condition and state of repair as and where it stands and as fenced and the Purchaser shall not be entitled to take any objection or make any requisition or claim any compensation on the ground that there are any defects or deficiencies in any electrical appliances building structure services or fences or that any repairs or additional work are required thereto respectively. The Purchaser acknowledges that he is purchasing the property as a result of his own inspection and inquiries and that the Vendor has not nor has anyone on the Vendor's behalf made any representation or given any warranties in respect of the same,
- 35** The Purchaser agrees to purchase the property subject to all existing water, sewerage, drainage, gas , electrical and other mains and services connections, pipes or distributors installed within the property whether or not connected to any improvements erected on the property and the Purchaser shall not make any objection, requisition or claim for compensation nor be entitled to rescind or fail to complete this contract by reason of any such installations as aforesaid and the Purchaser be deemed to have satisfied himself as to the position and nature of any such installations by virtue of having signed this Contract.
- 36** The Purchaser warrants to the Vendor that it was not introduced to the property by any agent other than the Vendor's agent, nor is any agent the effective cause of this sale. In the event that the Purchaser is in breach of this warranty the Purchaser agrees to indemnify and keep the Vendor indemnified against any claim for commission by any agent (other than the Vendor's agent). The parties agree that this condition must not merge on completion of this Contract.
- 37** Should either party (or if a party is more than one person, anyone or more of the persons comprising that party) prior to completion:
- (a) being a company:
    - i. resolves to go or enters into liquidation;
    - ii. has an application for its winding up filed;
    - iii. enters into any scheme, arrangement or composition with or assignment for the benefit of creditors;
    - iv. has a liquidator, receiver or official manager of it appointed or otherwise become an externally-administered body corporate within the meaning of the *Corporations Act 2001 (Cth)*;
    - v. is unable to pay its debts within the meaning of the *Corporations Act 2001 (Cth)*; or
    - vi. deregisters itself; or

- (b) if a natural person:
  - i. is or becomes bankrupt;
  - ii. enters into any scheme, arrangement or composition with or assignment for the benefit of creditors;
  - iii. is or becomes a protected person under the *Protected Estates Act, 1993*; or
  - iv. is or becomes a mentally ill or a mental disordered person in accordance with the relevant criteria set out in Chapter 3 of the *Mental Health Act, 1990*;
  - v. dies,

then either party may rescind this Contract by notice to the other party. If the Purchaser is not otherwise in default under this Contract, the Contract will be at an end upon service of such a notice and provisions of the printed Clause 19 will apply to that rescission. If any of the events in subclauses (a), b(i),b(ii) or b(iii) occur, they constitute a breach of this contract for the purposes of clause 19.2.3.

**38** It is expressly agreed between the parties that in my circumstances justifying the issue of a Notice to Complete, fourteen (14) days shall be deemed to be reasonable and sufficient notice for that purpose.

- (a) If for any reason other than the Vendor's default completion does not take place on the completion date, the Purchaser must pay to the Vendor on completion interest on the balance of purchase price at the rate of 10% per annum calculated on a daily basis for the period from (and including) the completion date until the date of actual completion
- (b) In the event a Notice to Complete is served on the Purchaser by the Vendor, the Purchaser will pay an additional amount of \$440 (GST inclusive) on completion to the Vendor to cover the Vendor's additional legal costs caused by the delay. This is an essential term of the contract and the Vendor shall not be obliged to complete the transaction unless the interest and this cost referred to herein are paid.

**39** If for any reason other than the Vendor's default settlement does not take place at the scheduled date, in addition to any other monies payable by the Purchaser on completion of this contract, the Purchaser must pay an additional \$220 (GST inclusive) on settlement, to cover the Vendor's additional legal fee and expenses incurred as a consequence of the delay.

**40** Each party agrees that if on completion and apportionment of outgoings required to be made under this contract is overlooked or incorrectly calculated he will forthwith upon being so requested by the other party make the correct calculation and pay such amount to the other party as is shown by such calculation to be payable. This clause shall not merge on completion.

**41** The parties agree that the deposit payable under this Contract is an amount equal to 10% of the purchase price (the Deposit). In the event the Vendor agrees to accept deposit less than 10% of the purchase price, payment of the Deposit will need to be completed in the following manners:

- (a) 5% on the signing of this Contract payable to the Depositholder; and
- (b) 5% on completion or termination of this Contract pursuant to clause 9 (whichever in fact occurs).

Payment of the Deposit as provided above is without prejudice and without limit to the Vendor's rights to claim damages from the Purchaser as and where appropriate.

**42 Christmas and New Year closure**

For the purpose of this agreement, any notice of time limit for the doing of any act or compliance with any obligations by either party which expires or falls due on any date between 21 December 2023 and 15 January 2024 (both dates inclusive) shall be deemed to expire or fall due on 18 January 2024.

Our Ref: JS:KW:230666

Your Ref:

To: **Netstrata**

F: 1300 644 402

E: admin@netstrata.com.au

### **AUTHORITY TO INSPECT STRATA RECORDS**

#### **Jones Proposed Sale**

**Property: R402/1 Retreat Street, Alexandria NSW 2015**

We confirm that we act on behalf of Shaun Robert Jones, the owner, in the sale of the abovementioned property.

We hereby authorise you to allow the prospective Purchaser or its appointed agent to inspect the books and records and prepare a Strata Report for the said property.

Signed



---

for Conveyancing Now NSW  
on behalf of **Shaun Robert Jones**

## REQUISITIONS ON TITLE

### REQUISITIONS

1	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).	NOTED
2	Is the Vendor (or if there is more than one Vendor, any of them) under any incapacity when entering into this transaction or subsequently which would affect completion of this transaction?	NO
3	Is the Vendor aware of any contemplated or current legal proceedings which might or will affect the property?	NO
4	Is the Vendor aware of any unsatisfied judgements orders or writs of execution which may affect the property or bind the Vendor?	NO
5	Has an order been made or has the Vendor received notice of an application for an order under any relevant family legislation which would impact on this sale?	NO
6	Are any improvements or chattels included in the transaction and passing to the Purchaser on completion subject to any credit contract, hire purchase agreement, bill of sale, charge or encumbrance or are any of them not fully owned by the Vendor?	NO
7	The Vendor should establish that the whole of the property will be conveyed to the Purchaser on completion and that there are no encroachments by or upon the property.	NOTED
8	Is the Vendor aware of any latent defects in title to any part of the property, including pipes or structures beneath the surface of the land?	NO
9	Is the Vendor aware of any restrictive covenants which affect or benefit the land and have not been disclosed to the Purchaser?	NO
10	Is the Vendor aware of a building certificate under section 149D of the Environmental Planning and Assessment Act 1979 in respect of the property which is not disclosed in the contract?	NO
11	Is the Vendor aware of any notice, order, or intended or threatened action under Section 124 of the Local Government Act 1993 which is not disclosed in the contract?	NO
12	Is there any currently applicable development approval or consent to the use of the property which is not disclosed in this contract?	NO
13	Are there any restrictions on the use of, or development of the property by reason of the likelihood of land, slip, bush fire, flooding, tidal inundation, noise exposure, subsidence or any other risk?	VENDOR RELIES ON CONTRACT

## REQUISITIONS

14	Is the Vendor aware of any conservation instrument or any order, notice or intention to take action in respect of the property under the Heritage Act 1977 which is not disclosed in the contract?	NO
15	Is there a requirement under the Home Building Act 1989 for the Vendor to provide a Certificate of Insurance which is not annexed to the contract?	NO
16	Is the Vendor aware of any drain, sewer, water main or stormwater channel which intersects or runs through or under the land which is not disclosed in the contract?	NO
17	Is the Vendor aware of any of the following which have not been disclosed to the Purchaser:	
(a)	Any easement, licence or other entitlement which benefits or affects the land?	NO
(b)	Any easement, licence, agreement or right in respect of water, sewerage, drainage, electricity, gas or other connections, pipes or services which benefit or affect the property?	NO
(c)	Any notice of resumption or intended resumption?	NO
(d)	Any proposal to re-align or widen any road which is adjacent to the property?	NO
(e)	Any proposal by any public or statutory authority?	NO
(f)	Any notice from a public or local authority requiring the doing of work or the expenditure of money on the property?	NO
(g)	Any work which has been done or is intended to be done on the land or adjoining or adjacent to the land (including road work, pavement, guttering, sewerage or drainage) which has created or will create a charge on the land and which may be recoverable from the Purchaser?	NO
(h)	Any claim or conduct to close, obstruct or limit access to or from the land or to an easement over the land?	NO
18	<u>If the property is sold subject to tenancy</u> , is the tenancy as disclosed in the contract or as has been indicated in writing to the Purchaser?	NOT APPLICABLE
19	Is the Vendor aware of any amendments of any current proposal for the amendment of the by-laws which are not disclosed in the contract?	NO
20	Is the Vendor aware of any breach by the Vendor or any occupier of the lot being sold of the current by-laws?	NO
21	Is the Vendor aware of any action taken or proposals regarding:	
(a)	The alteration of any lot or of the building erected on the parcel, or the conversion of any lot into common property?	NO
(b)	The transfer, lease or dedication of common property or of additional common property?	NO

## REQUISITIONS

(c)	The vesting in a proprietor of the exclusive use of part of the common property?	NO
(d)	The creation or release of any easement or restriction as to user?	NO
(e)	Any order or application for variation or termination of the Strata Scheme or for the substitution of a new Strata Scheme?	NO
22	Is the Vendor aware of work carried out or proposed to be carried out by the Owners Corporation on or in relation to the common property or the lot being sold?	NO
23	Is the Vendor aware of any notice served by a public authority or by the local council requiring the proprietor of any lot (including the Vendor) to carry out work on or in relation to that lot?	NO
24	Is the Vendor aware of any proposal for the resumption of any part of the common property or of any lot?	NO
25	Is the Vendor aware of any current or proposed claim by the Owners Corporation or by the Vendor under any insurance policy covering the common property or any lot?	PURCHASER SHOULD RELY ON OWN ENQUIRIES
26	Is any amount payable by the Vendor to the Owners Corporation in respect of any right of exclusive use or enjoyment of any part of the common property?	NO
27	Is the Vendor aware of:	
(a)	any actual, contingent or expected liability of the Owners Corporation which, when aggregated or apportioned to the lot or lots comprising or included in the property in accordance with the unit entitlement thereof, would exceed one half of one per centum of the price of the lot sold by the Vendor but excluding from that calculation any such liabilities which are:	
	(1) fully covered by a contribution levied prior to the date of the contract; or	
	(2) normal operating expenses and are or could properly be made the subject of a contribution to the Administration Fund?	NO
(b)	any defects (whether patent or latent) in the common property which may involve the Owners Corporation in the expenditure of money for repair in replacement (other than for normal wear and tear) which expenditure, when apportioned to the lot or lots comprising or included in the property in accordance with the unit entitlement thereof would exceed one half of one per centum of the price of the lot being sold by the Vendor?	NO
28	Please furnish full particulars of all current insurance policies held by the Owners Corporation in respect of the building erected on the parcel and the property or liability of the Owners Corporation.	TO BE PROVIDED IN S184 CERTIFICATE UPON EXCHANGE





FOLIO: 79/SP82998

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
30/10/2023	5:42 PM	3	8/9/2018

LAND

----

LOT 79 IN STRATA PLAN 82998  
AT ALEXANDRIA  
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

-----

SHAUN ROBERT JONES (T AF331108)

SECOND SCHEDULE (3 NOTIFICATIONS)

-----

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP82998  
2 SP82998 RESTRICTION(S) ON THE USE OF LAND  
3 AF331109 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*



FOLIO: CP/SP82998

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
30/10/2023	5:42 PM	20	30/5/2023

LAND

-----

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 82998  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT ALEXANDRIA  
LOCAL GOVERNMENT AREA SYDNEY  
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP82998

FIRST SCHEDULE

-----

THE OWNERS - STRATA PLAN NO. 82998

ADDRESS FOR SERVICE OF DOCUMENTS:

C/- NETWORK STRATA SERVICES  
PO BOX 265  
HURSTVILLE BC  
NSW 1481

SECOND SCHEDULE (35 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER  
DESCRIBED IN DP1142829
- 3 AE728003 POSITIVE COVENANT
- 4 DP1142829 RIGHT OF ACCESS VARIABLE WIDTH LIMITED IN STRATUM  
AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1142829
- 5 DP1142829 RIGHT OF ACCESS VARIABLE WIDTH LIMITED IN STRATUM  
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1142829 RIGHT TO USE VISITOR PARKING VARIABLE WIDTH LIMITED  
IN STRATUM APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1142829 RIGHT OF ACCESS VARIABLE WIDTH LIMITED IN STRATUM  
AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1142829
- 8 DP1142829 RIGHT OF ACCESS VARIABLE WIDTH LIMITED IN STRATUM  
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 DP1142829 RIGHT TO USE LIFT VARIABLE WIDTH LIMITED IN STRATUM  
AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1142829
- 10 DP1142829 RIGHT OF ACCESS FOR GARBAGE PURPOSES VARIABLE WIDTH  
LIMITED IN STRATUM APPURTENANT TO THE LAND ABOVE  
DESCRIBED
- 11 DP1142829 RIGHT TO USE GARBAGE ROOM VARIABLE WIDTH LIMITED IN  
STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN  
DP1142829

END OF PAGE 1 - CONTINUED OVER

## SECOND SCHEDULE (35 NOTIFICATIONS) (CONTINUED)

- 12 DP1142829 EASEMENT FOR KITCHEN EXHAUST AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 13 DP1142829 EASEMENT FOR EXHAUST AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 14 DP1142829 EASEMENT FOR EXHAUST APPURTENANT TO THE LAND ABOVE DESCRIBED
- 15 DP1142829 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 16 DP1142829 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 17 DP1142829 EASEMENT FOR FUTURE SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 18 DP1142829 EASEMENT FOR FUTURE SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 19 DP1142829 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 20 DP1142829 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 21 DP1142829 EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 22 DP1142829 EASEMENT FOR EMERGENCY EGRESS APPURTENANT TO THE LAND ABOVE DESCRIBED
- 23 DP1142829 EASEMENT FOR AIR-CONDITIONING SERVICE AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 24 DP1142829 EASEMENT FOR GARBAGE COLLECTION VARIABLE WIDTH LIMITED IN STRATUM APPURTENANT TO THE LAND ABOVE DESCRIBED
- 25 DP1142829 EASEMENT FOR WASH BAY VARIABLE WIDTH LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IDP1142829
- 26 DP1142829 EASEMENT FOR LOADING BAY VARIABLE WIDTH LIMITED IN STRATUM APPURTENANT TO THE LAND ABOVE DESCRIBED
- 27 DP1142829 EASEMENT FOR TELECOMMUNICATIONS APPURTENANT TO THE LAND ABOVE DESCRIBED
- 28 DP1142829 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (19) IN THE S.88B INSTRUMENT
- 29 DP1142829 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (24) IN THE S.88B INSTRUMENT
- 30 SP82782 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP82782
- AH433678 REQUEST TO AMEND MANAGEMENT STATEMENT
- 31 SP82782 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT IMPLIED BY SECTION 8AA OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973. SEE SP82782
- 32 SP82998 EASEMENT FOR ACCESS AND RIGHT TO USE LIFT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

END OF PAGE 2 - CONTINUED OVER

FOLIO: CP/SP82998

PAGE 3

## SECOND SCHEDULE (35 NOTIFICATIONS) (CONTINUED)

- 33 AM697566 PROPOSED ACQUISITION PURSUANT TO SECTION 11 LAND  
ACQUISITION (JUST TERMS COMPENSATION) ACT, 1991  
AFFECTING THE LAND ABOVE DESCRIBED
- 34 AN521719 INITIAL PERIOD EXPIRED
- 35 AT127387 CONSOLIDATION OF REGISTERED BY-LAWS

## SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

## STRATA PLAN 82998

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 97	2	- 112	3	- 106	4	- 100
5	- 99	6	- 100	7	- 100	8	- 115
9	- 113	10	- 112	11	- 113	12	- 99
13	- 100	14	- 99	15	- 155	16	- 186
17	- 120	18	- 145	19	- 117	20	- 145
21	- 117	22	- 145	23	- 120	24	- 145
25	- 148	26	- 173	27	- 102	28	- 116
29	- 110	30	- 112	31	- 100	32	- 103
33	- 115	34	- 112	35	- 102	36	- 103
37	- 102	38	- 117	39	- 113	40	- 119
41	- 131	42	- 133	43	- 116	44	- 106
45	- 104	46	- 152	47	- 194	48	- 123
49	- 150	50	- 123	51	- 158	52	- 139
53	- 153	54	- 123	55	- 153	56	- 152
57	- 197	58	- 104	59	- 110	60	- 122
61	- 104	62	- 107	63	- 160	64	- 154
65	- 155	66	- 157	67	- 164	68	- 183
69	- 103	70	- 107	71	- 160	72	- 104
73	- 109	74	- 104	75	- 107	76	- 123
77	- 106	78	- 112	79	- 126	80	- 105

## NOTATIONS

DP247300 NOTE: PLAN OF PROPOSED REALIGNMENT VIDE GOV GAZ 21.3.75 FOL  
1084

AM498210 NOTE: MEMORANDUM AM216034

AM927371 NOTE: ACQUIRED FOR THE JUST TERMS COMPENSATION ACT 1991 LOT  
201 DP1231704 VIDE GOV. GAZ. 11-10-2017 FOLS. 5847-6099. ERRATUM  
VIDE GOV. GAZ. 10-11-2017 FOLS. 6787-6829

DP1231704 PLAN OF ACQUISITION

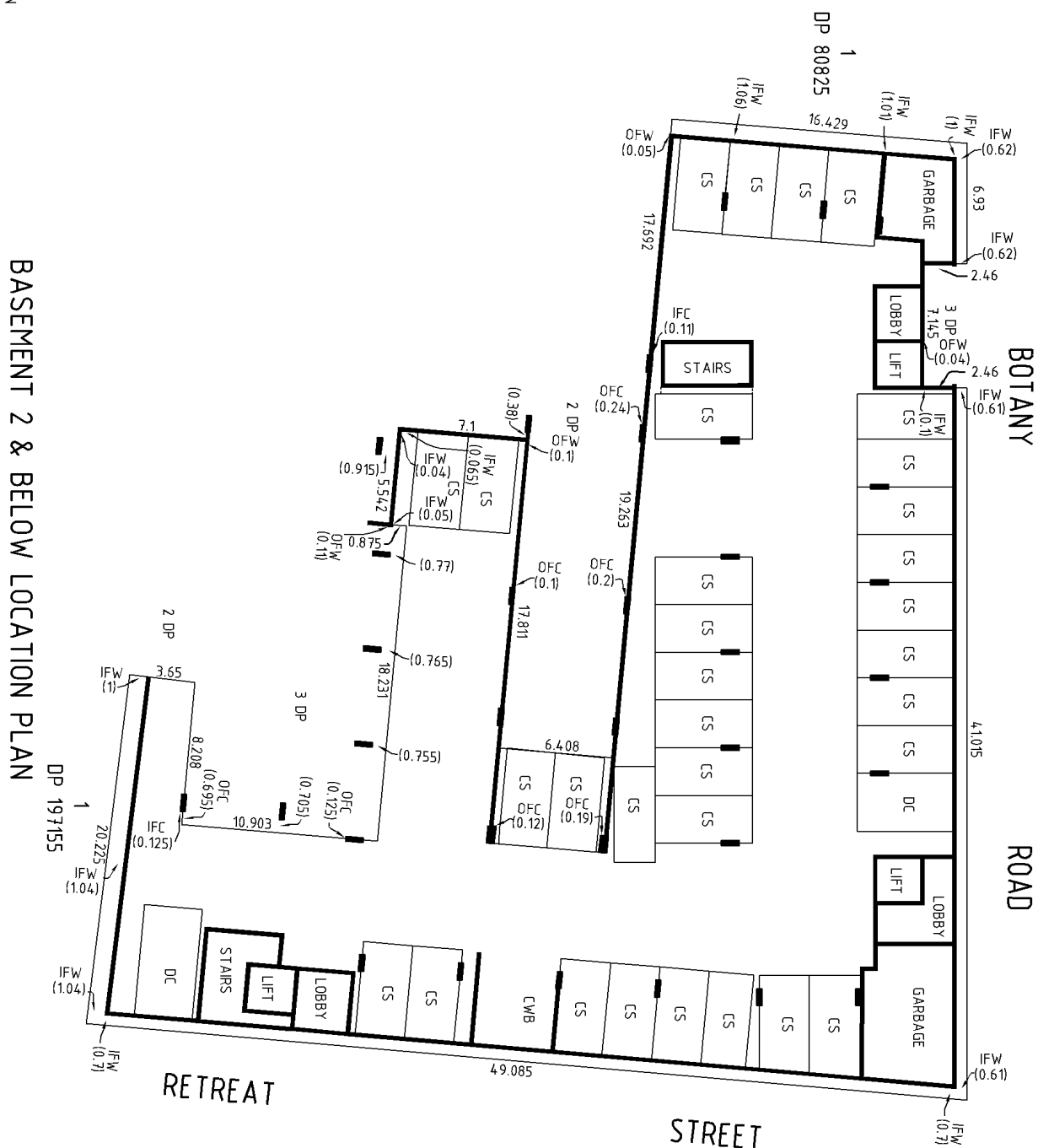
UNREGISTERED DEALINGS: RA AN427263.

\*\*\* END OF SEARCH \*\*\*

230666

PRINTED ON 30/10/2023

\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.



## BASEMENT 2 & BELOW LOCATION PLAN

## LEGEND

CS	DENOTES CAR SPACE	
DC	DENOTES DISABLED CAR SPACE	
IFW	DENOTES INSIDE FACE OF WALL	
OFW	DENOTES OUTSIDE FACE OF WALL	
IFC	DENOTES INSIDE FACE OF COLUMN	
OFC	DENOTES OUTSIDE FACE OF COLUMN	
CWB	DENOTES CAR WASH BAY	
ZDP	DENOTES LOT 2 DEPOSIT PLAN No. DP14.28/29	
ZDP	DENOTES LOT 3 DEPOSIT PLAN No. DP14.28/29	

FOR EASEMENTS, RESTRICTIONS AND RIGHTS OF ACCESS  
REFER TO DP114,2829

FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL

Surveyor's Ref : 2152SPRBR

Subdivision No : 2009/0092

Lengths are in metres. Reduction Ratio 1 : 250

Registered



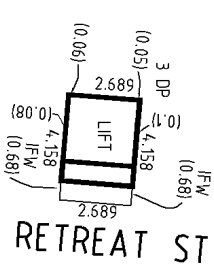
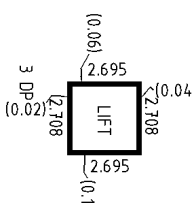
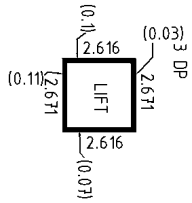
15.12.2009

SURVEYOR'S REFERENCE: 2152SPRBR

SP82998



ISSUED: 04 Dec, 2009



RETREAT ST

LEGEND

IFW DENOTES INSIDE FACE OF WALL  
3DP DENOTES LOT 3 DEPOSIT PLAN No. DP114/2829  
ALL DIMENSIONS ARE OUTSIDE FACE OF WALLS  
OR COLUMNS UNLESS OTHERWISE DENOTED.

FOR EASEMENTS, RESTRICTIONS AND RIGHTS OF ACCESS  
REFER TO DP114/2829

BASEMENT 1 LOCATION PLAN  
(NO FLOOR PLAN PROVIDED AS ONLY COMMON PROPERTY)

Surveyor : ANTHONY GUY MITCHELL  
Surveyor's Ref : 215ZSPRBR  
Subdivision No : 2009/0092  
Lengths are in metres. Reduction Ratio 1 : 200

Registered  
15.12.2009

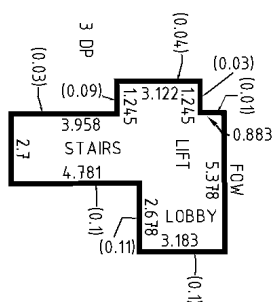
SP82998

00	10	20	30	40	50	Table of mm	90	100	110	120	130	140
----	----	----	----	----	----	-------------	----	-----	-----	-----	-----	-----

FOR LEGIBILITY NOT ALL COMMON PROPERTY  
STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

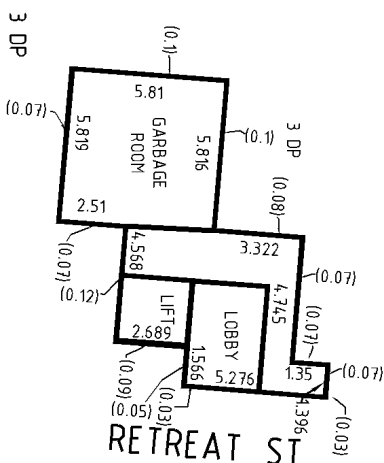
SURVEYOR'S REFERENCE: 215ZSPRBR

ISSUED: 04 Dec, 2009

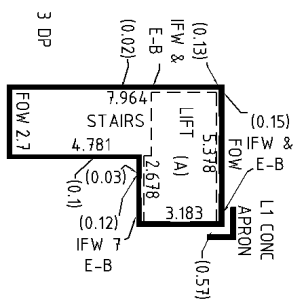


FOR EASEMENTS, RESTRICTIONS AND RIGHTS OF ACCESS.  
REFER TO DP1142829

(NO FLOOR PLAN PROVIDED AS ONLY COMMON PROPERTY)



SP82998



(A) EASEMENT FOR ACCESS AND RIGHT TO USE LIFT

FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Lengths are in metres. Reduction Ratio 1 : 200

15.12.2009

ISSUED: 04 Dec, 2009

SP82998

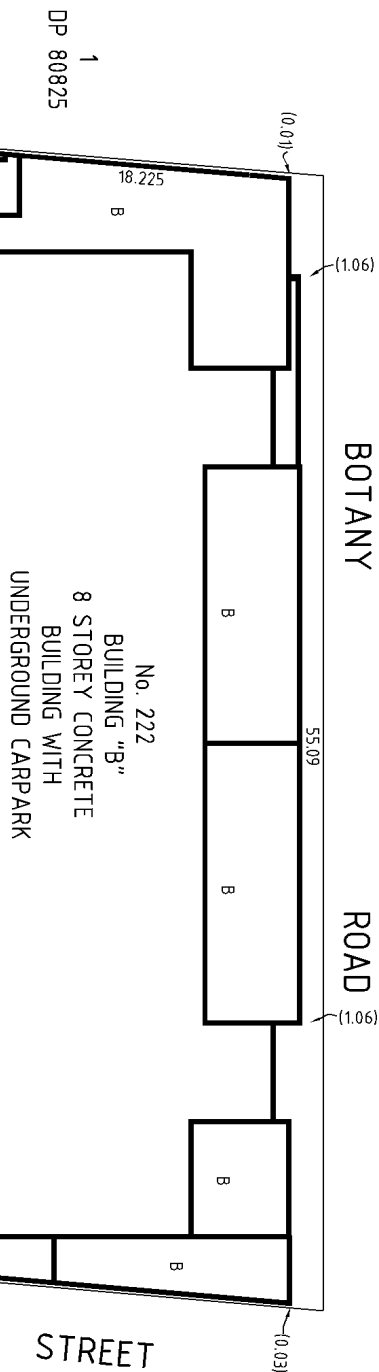


BOTANY

ROAD

STREET

RETREAT



## LEGEND

- B DENOTES BALCONY  
 T DENOTES TERRACE  
 ZDP DENOTES LOT 2 DEPOSIT PLAN No. DP1142829  
 PL DENOTES PLANTER

ALL DIMENSIONS ARE OUTSIDE FACE OF WALLS  
 OR COLUMNS UNLESS OTHERWISE DENOTED.

FOR EASEMENTS, RESTRICTIONS AND RIGHTS OF ACCESS  
 REFER TO DP1142829

## LEVEL 2 &amp; ABOVE LOCATION PLAN

FOR LEGIBILITY NOT ALL COMMON PROPERTY  
 STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL

Surveyor's Ref : 2152SPRBR

Subdivision No : 2009/0092

Lengths are in metres. Reduction Ratio 1 : 250

Registered



15.12.2009

SP82998

SURVEYOR'S REFERENCE: 2152SPRBR

ISSUED: 04 Dec, 2009

00 10 20 30 40 50 Table of mm 90 100 110 120 130 140

FOR LEGIBILITY NOT ALL COMMON PROPERTY  
STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

AREAS ARE APPROXIMATE.

## BASEMENT 2 FLOOR PLAN





DIAGRAM 2

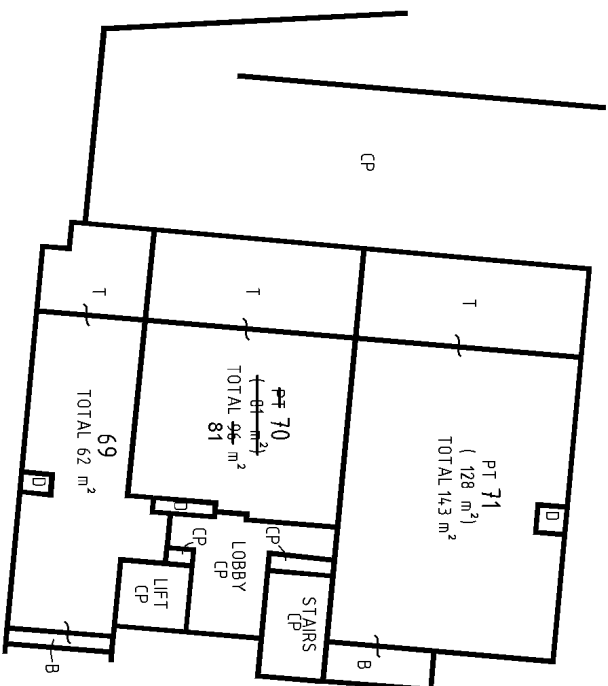
$90^\circ$  DENOTES  $90^\circ$  ANGLE

B	DENOTES BALCONY
CP	DENOTES COMMON PROPERTY
D	DENOTES DUCTING (CP)
OFW	DENOTES ON FACE OF WALL
T	DENOTES TERRACE

THE STRATUM OF THE BALCONY IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR SURFACE EXCEPT WHERE COVERED.

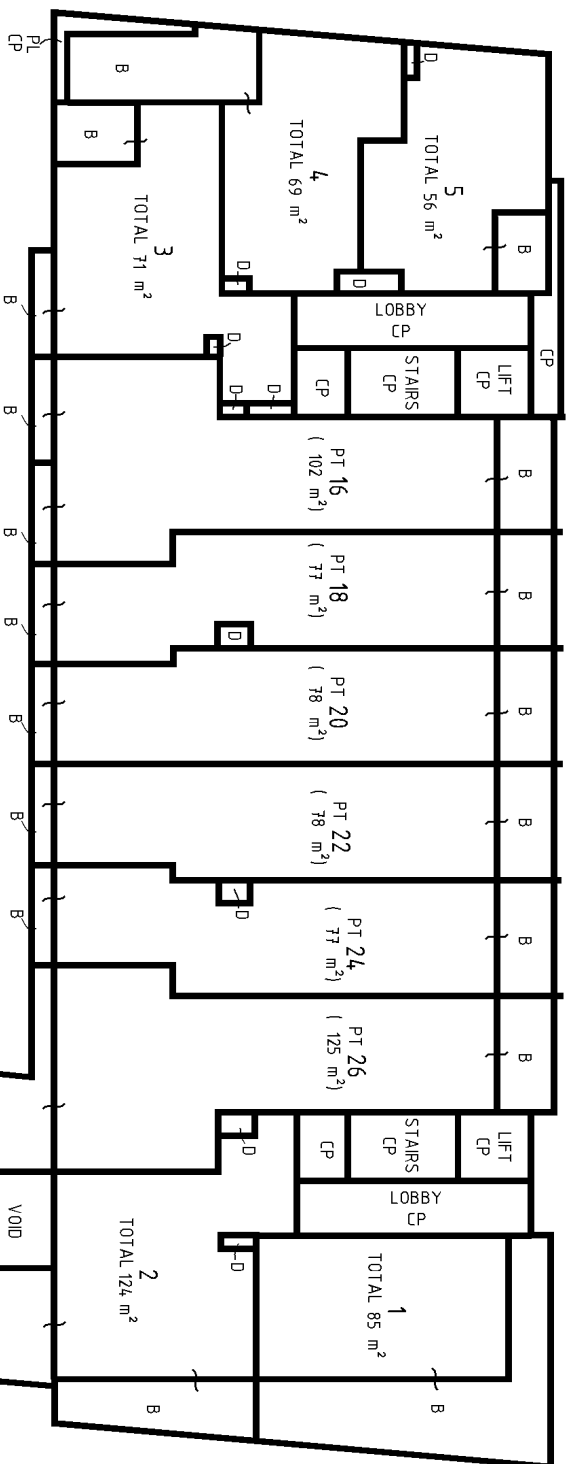
THE STRATUM OF THE TERRACE IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE SURFACE EXCEPT WHERE COVERED.

## LEVEL 1 FLOOR PLAN



15.12.2009

SP82998

**LEGEND**

- B DENOTES BALCONY  
 CP DENOTES COMMON PROPERTY  
 D DENOTES DUCTING (CP)  
 PL DENOTES PLANTER  
 VOID DENOTES VOID (CP)

**NOTES**

THE STRATUM OF THE BALCONY IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR SURFACE EXCEPT WHERE COVERED.

**LEVEL 2 FLOOR PLAN**

AREAS ARE APPROXIMATE.  
 FOR LEGIBILITY NOT ALL COMMON PROPERTY  
 STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL

Surveyor's Ref : 2152SPRBR

Registered



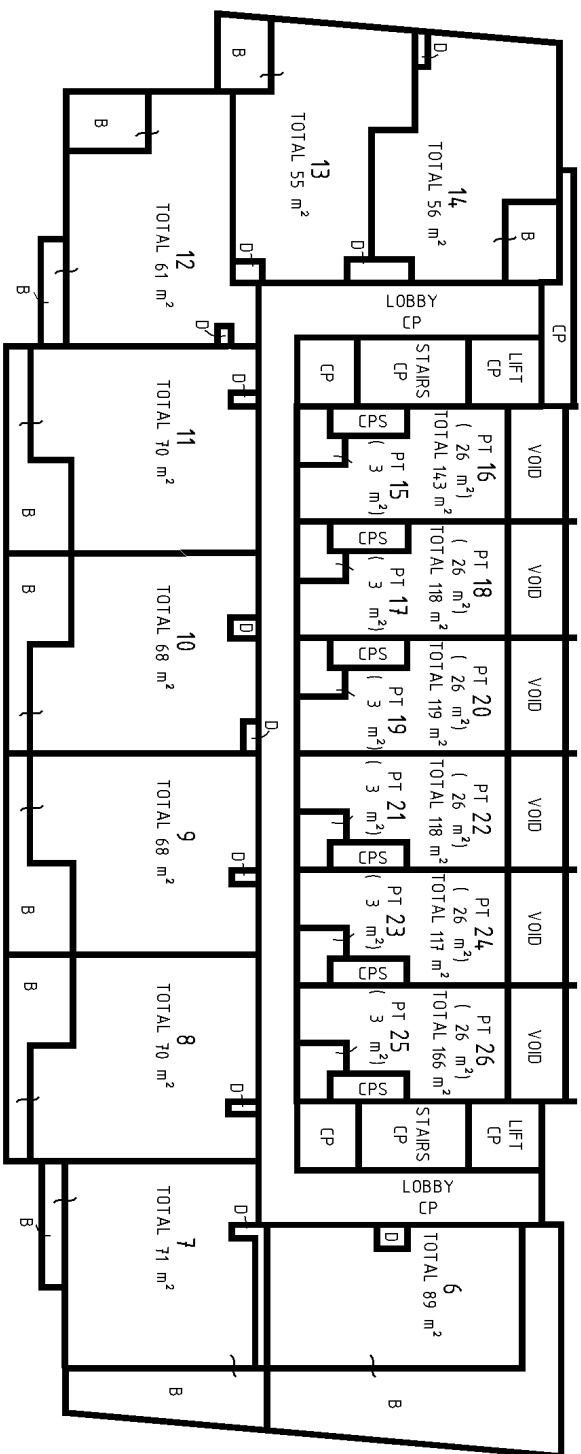
Subdivision No : 2009/0092  
 Lengths are in metres. Reduction Ratio 1 : 250

15.12.2009

SURVEYOR'S REFERENCE: 2152SPRBR

**SP82998**

ISSUED: 04 Dec, 2009



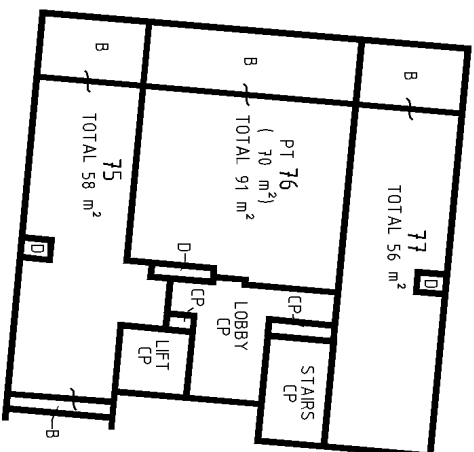
## LEVEL 3 FLOOR PLAN

## LEGEND

- B DENOTES BALCONY  
CP DENOTES COMMON PROPERTY  
CPS DENOTES COMMON PROPERTY UNDERSTAIRS  
D DENOTES DUCTING (CP)  
VOID DENOTES VOID (CP)

## NOTES

THE STRATUM OF THE BALCONY IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR SURFACE EXCEPT WHERE COVERED.



AREAS ARE APPROXIMATE.

FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL

Surveyor's Ref : 215ZSPRBR

Subdivision No : 2009/0092

Lengths are in metres. Reduction Ratio 1 : 200

Registered



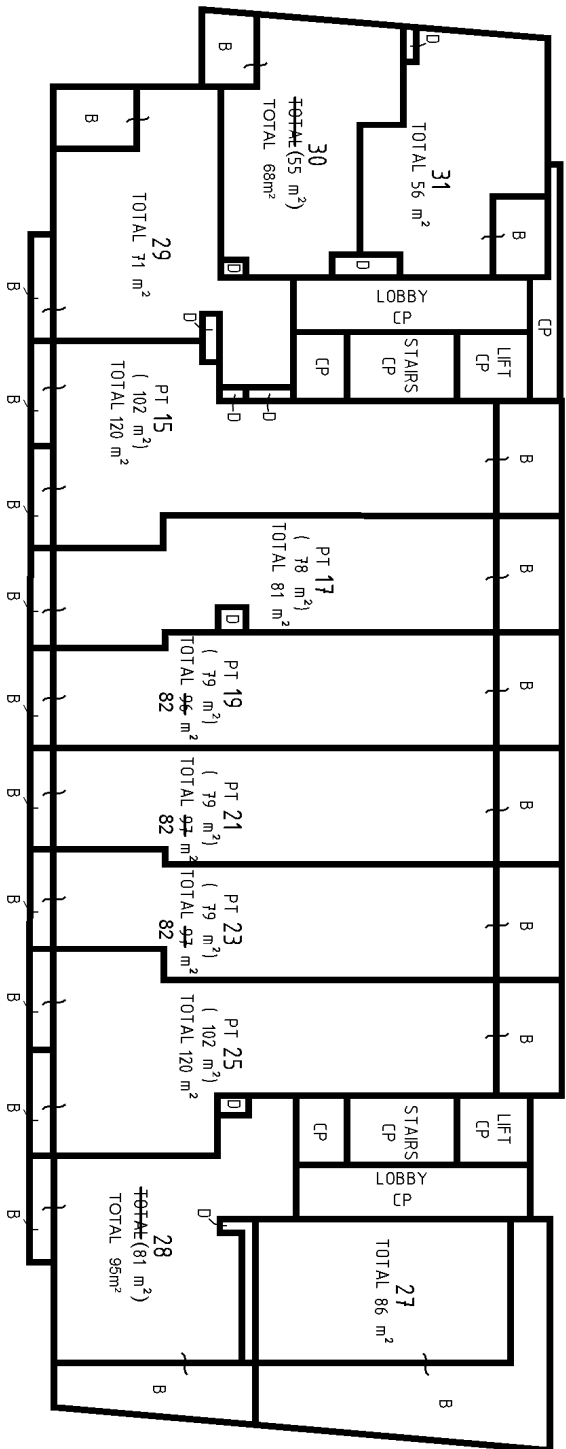
15.12.2009

SP82998

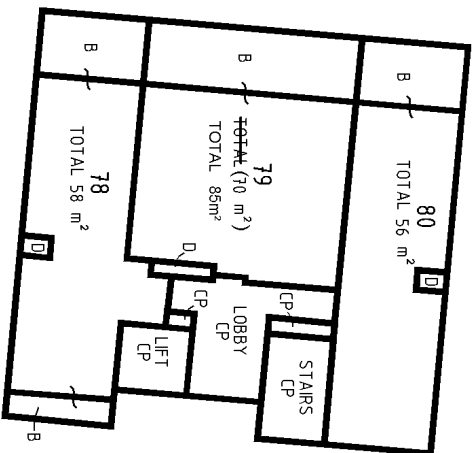
00 10 20 30 40 50 Table of mm 90 100 110 120 130 140

SURVEYOR'S REFERENCE: 215ZSPRBR

ISSUED: 04 Dec, 2009



## LEVEL 4 FLOOR PLAN



- LEGEND**
- B DENOTES BALCONY
  - CP DENOTES COMMON PROPERTY
  - D DENOTES DUCTING (CP)

**NOTES**

THE STRATUM OF THE BALCONY IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR SURFACE EXCEPT WHERE COVERED.

AREAS ARE APPROXIMATE.  
FOR LEGIBILITY NOT ALL COMMON PROPERTY  
STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL

Surveyor's Ref : 215ZSPRBR

Subdivision No : 2009/0092

Lengths are in metres. Reduction Ratio 1 : 200

Registered



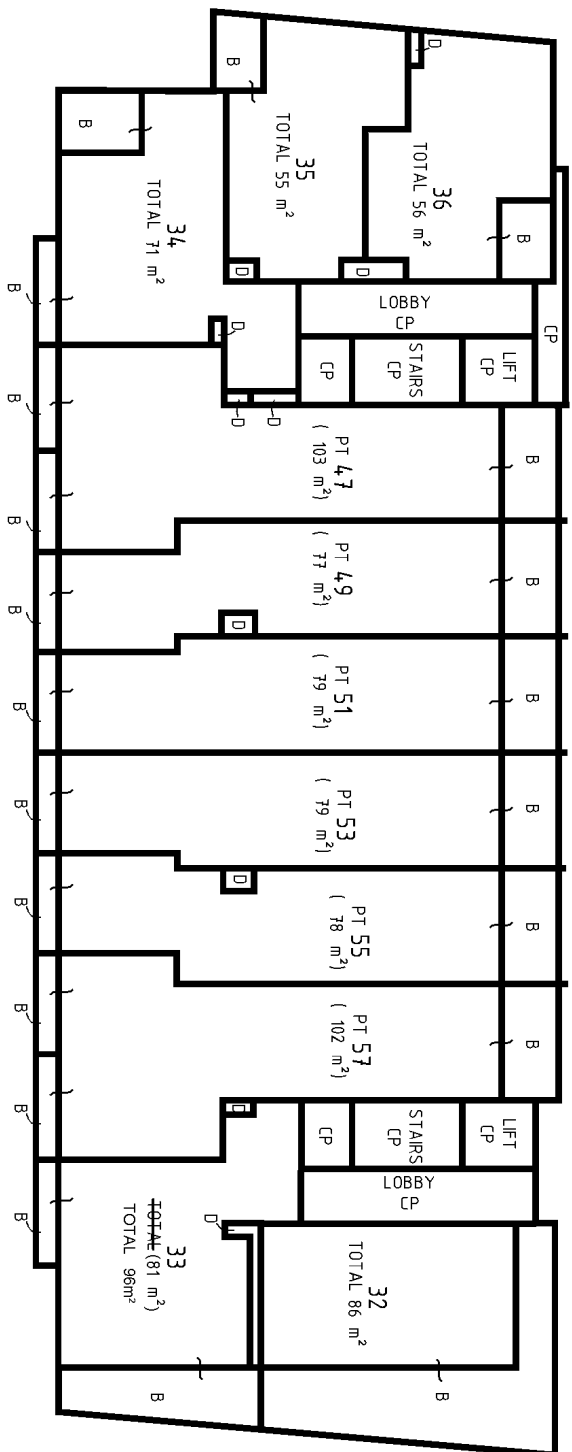
15.12.2009

SURVEYOR'S REFERENCE: 215ZSPRBR

SP82998

ISSUED: 04 Dec, 2009

MGA



## LEVEL 5 FLOOR PLAN

- LEGEND**
- B DENOTES BALCONY
- CP DENOTES COMMON PROPERTY
- D DENOTES DUCTING (CP)

**NOTES**

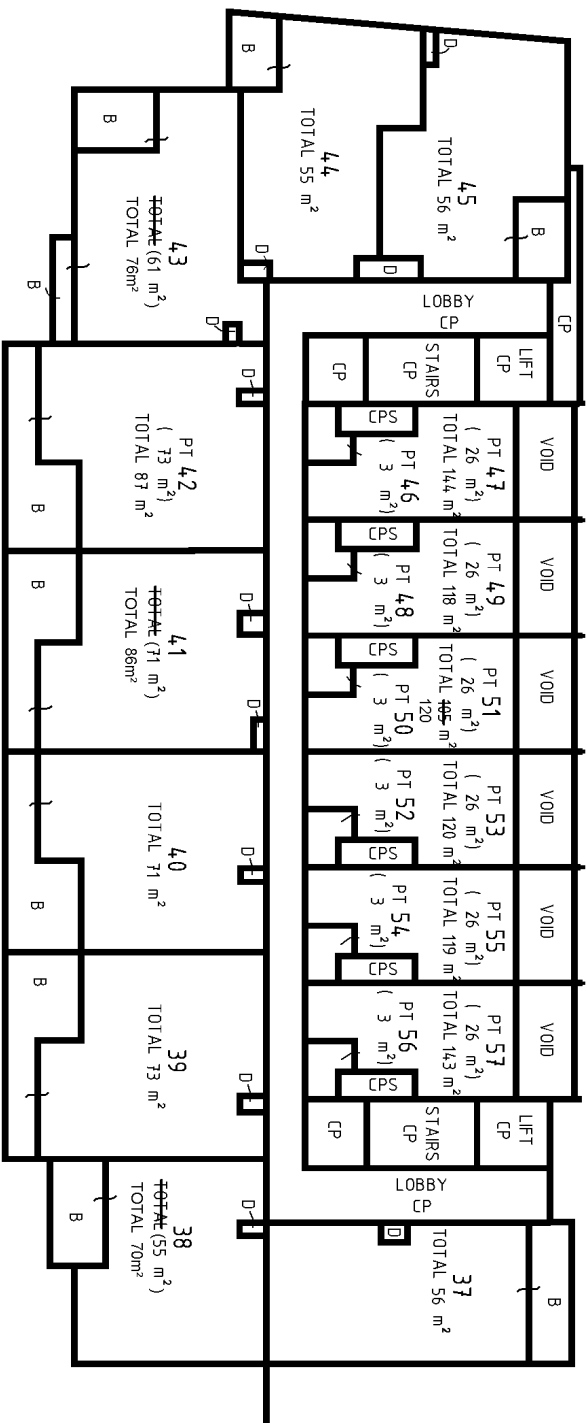
THE STRATUM OF THE BALCONY IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR SURFACE EXCEPT WHERE COVERED.

AREAS ARE APPROXIMATE.  
FOR LEGIBILITY NOT ALL COMMON PROPERTY  
STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL  
Surveyor's Ref : 215ZSPRBR  
Subdivision No : 2009/0092  
Lengths are in metres. Reduction Ratio 1 : 200

Registered

SP82998

## LEVEL 6 FLOOR PLAN

**LEGEND**

B DENOTES BALCONY  
 CP DENOTES COMMON PROPERTY  
 CPS DENOTES COMMON PROPERTY UNDER STAIRS  
 D DENOTES DUCTING (CP)  
 VOID DENOTES VOID (CP)

### NOTES

THE STRATUM OF THE BALCONY IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR SURFACE EXCEPT WHERE COVERED.

AREAS ARE APPROXIMATE.  
 FOR LEGIBILITY NOT ALL COMMON PROPERTY  
 STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL

Surveyor's Ref : 2152SPRBR

Subdivision No : 2009/0092

Lengths are in metres. Reduction Ratio 1 : 200

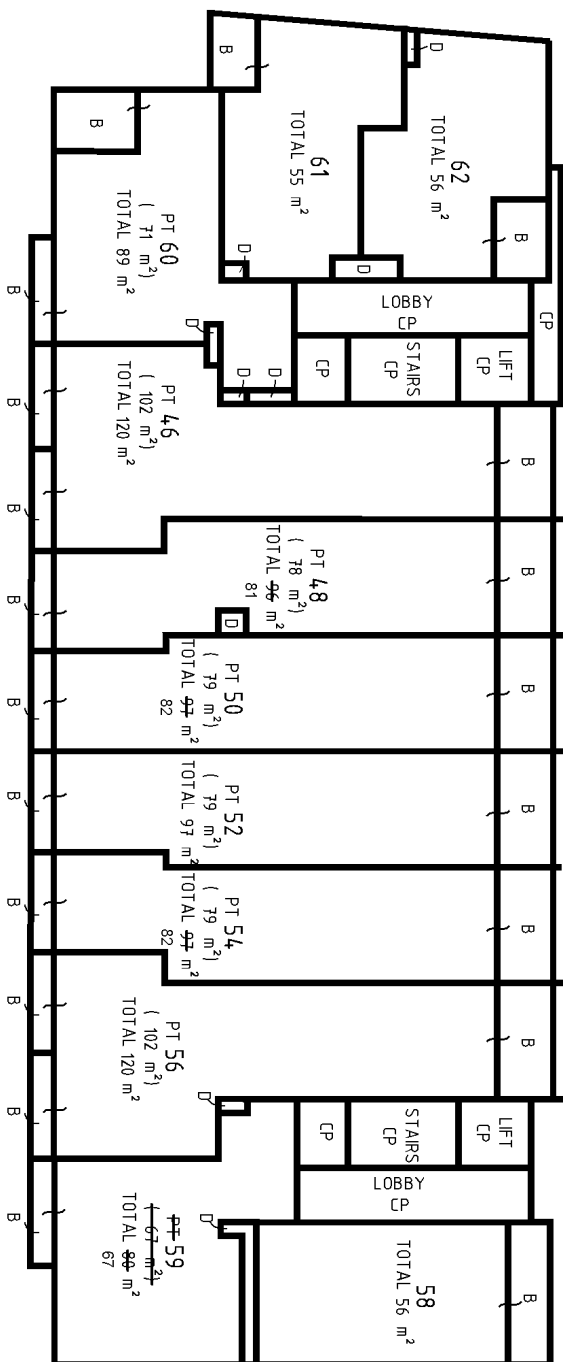
Registered



15.12.2009

SP82998



## LEVEL 7 FLOOR PLAN

**LEGEND**

B DENOTES BALCONY

CP DENOTES COMMON PROPERTY

D DENOTES DUCTING (CP)

**NOTES**

THE STRATUM OF THE BALCONY IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR SURFACE EXCEPT WHERE COVERED.

AREAS ARE APPROXIMATE.  
FOR LEGIBILITY NOT ALL COMMON PROPERTY  
STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL  
Surveyor's Ref : 2152SPRBR  
Subdivision No : 2009/0092  
Lengths are in metres. Reduction Ratio 1 : 200



Registered

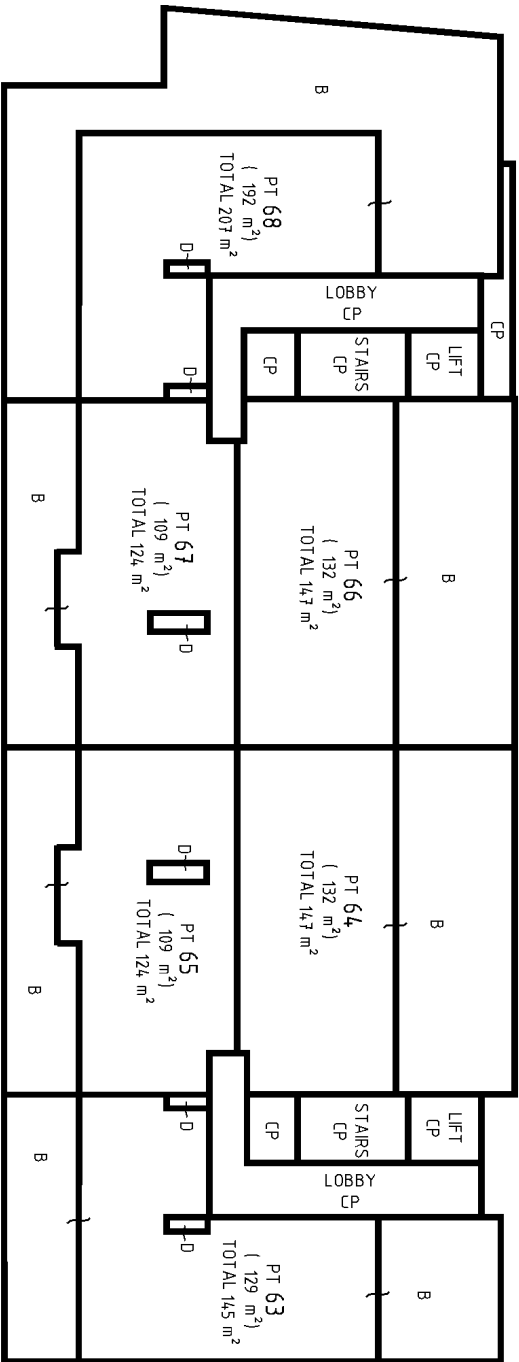
15.12.2009

SP82998

SURVEYOR'S REFERENCE: 2152SPRBR

ISSUED: 04 Dec, 2009

MGA



LEVEL 8 FLOOR PLAN

- LEGEND**
- B DENOTES BALCONY
  - CP DENOTES COMMON PROPERTY
  - D DENOTES DUCTING (CP)

**NOTES**

THE STRATUM OF THE BALCONY IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR SURFACE EXCEPT WHERE COVERED.

AREAS ARE APPROXIMATE.  
FOR LEGIBILITY NOT ALL COMMON PROPERTY  
STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL  
Surveyor's Ref : 2152SPRBR  
Subdivision No : 2009/0092  
Lengths are in metres. Reduction Ratio 1 : 200



Registered

15.12.2009

SP82998

SURVEYOR'S REFERENCE: 2152SPRBR

ISSUED: 04 Dec, 2009

# STRATA PLAN ADMINISTRATIVE SHEET

Sheet 1 of 3 sheet(s)

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

The Owners - Strata Plan No 82998

BUILDING "B" & "R"  
 222 BOTANY RD,  
 ALEXANDRIA, 2015

## SP82998

Registered:



15.12.2009

Purpose:

STRATA PLAN

### PLAN OF SUBDIVISION OF LOT 1 IN DP1142829

~~\*RESIDENTIAL Model By-laws adopted for this scheme-~~

~~\*Keeping of Animals- Option A/B/C~~

~~\*Schedule of By-laws in 30 sheets filed with plan~~

~~\*No By-laws apply~~

\*Strike out whichever is inapplicable

#### Strata Certificate

(1) \*The Council of \_\_\_\_\_  
 \*The Accredited Certifier GARRY RYAN  
 Accreditation No. BP80565  
 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 2007,  
 \*(b) ~~Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986~~  
 and clause 30A of the ~~Strata Schemes (Leasehold Development) Regulation~~  
 2007, 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 20/11/09

Subdivision No. 2009/0092

Relevant Development Consent No. D/2009/257

issued by SYDNEY CITY COUNCIL

\_\_\_\_\_  
 Authorised Person / General Manager / Accredited Certifier  
 \* Strike through if inapplicable.

LGA:

SYDNEY

Suburb/Locality: ALEXANDRIA

Parish:

ALEXANDRIA

County:

CUMBERLAND

#### Surveyor's Certificate

I. ANTHONY GUY MITCHELL

Of Stratasurv PO Box 305 FIVE DOCK NSW 2046

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

(1) each applicable requirement of 'Schedule 1A to the Strata Schemes  
 (Freehold Development) Act 1973 or 'Schedule 1A to 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), in  
 respect of which encroachment an appropriate easement~~

~~\*has been created by registered \_\_\_\_\_  
 \*is to be created under section 88B of the Conveyancing Act 1919~~

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

Signature: \_\_\_\_\_

Date: 30/10/2009

\* Delete if inapplicable

+ State whether dealing or plan, and quote registered number.

SURVEYOR'S REFERENCE: 2152SPRBR

# STRATA PLAN ADMINISTRATIVE SHEET

Sheet 2 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT 1 IN  
DP1142829

SP82998

Registered:



15.12.2009

Strata Certificate Details: Subdivision No: 2009/0092

Date: 20/11/09

## SCHEDULE OF UNIT ENTITLEMENT

(if insufficient space use additional annexure sheet)

LOT No.	ENTITLEMENT	LOT No.	ENTITLEMENT	LOT No.	ENTITLEMENT	LOT No.	ENTITLEMENT
1	97	21	117	41	131	61	104
2	112	22	145	42	133	62	107
3	106	23	120	43	116	63	160
4	100	24	145	44	106	64	154
5	99	25	148	45	104	65	155
6	100	26	173	46	152	66	157
7	100	27	102	47	194	67	164
8	115	28	116	48	123	68	183
9	113	29	110	49	150	69	103
10	112	30	112	50	123	70	107
11	113	31	100	51	158	71	160
12	99	32	103	52	139	72	104
13	100	33	115	53	153	73	109
14	99	34	112	54	123	74	104
15	155	35	102	55	153	75	107
16	186	36	103	56	152	76	123
17	120	37	102	57	197	77	106
18	145	38	117	58	104	78	112
19	117	39	113	59	110	79	126
20	145	40	119	60	122	80	105
						TOTAL	10000

(if insufficient space use additional annexure sheet)

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants

PURSUANT TO SEC 88B OF CONVEYANCING ACT 1919 AND SEC 7(3) OF THE STRATA SCHEME (FREEHOLD DEVELOPMENT) ACT 1973, IT IS INTENDED TO CREATE:

1. RESTRICTION ON THE USE OF LAND
2. EASEMENT FOR ACCESS AND RIGHT TO USE LIFT (A)

THIS PLAN INCORPORATES A STRATA MANAGEMENT STATEMENT LODGED WITH SP82782.

SURVEYOR'S REFERENCE: 2152SPRBR

\*OFFICE USE ONLY

STRATA PLAN ADMINISTRATIVE SHEET

Sheet 3 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT 1 IN  
DP1142829

SP82998

Registered:



15.12.2009

Strata Certificate Details: Subdivision No: 2009/0092

Date: 20/11/2009

SIGNED by BBB CONSTRUCTIONS PTY LTD (ACN: 119 554 700) in accordance with section 127 of the Corporations Act 2001 and in the presence of:

Director/Secretary

Director

NICHOLAS BETTAR  
Print Name

PHILIP BART  
Print Name

Witness

Witness

DESLEY MANSFIELD  
Print Name

DESLEY MANSFIELD  
Print Name

PERSONAL ASSISTANT

PERSONAL ASSISTANT

14 TATE CRESCENT, HORNINGSEA PARK NSW 2171  
Occupation and address of witness

14 TATE CRESCENT, HORNINGSEA PARK NSW 2171  
Occupation and address of witness

23/11/09  
Date

23/11/09  
Date

EXECUTED:

Signed for and on behalf of  
COMMONWEALTH BANK  
OF AUSTRALIA ACN 123 123 124 by

Dino Papa  
As duly appointed attorney under  
Power of Attorney Book 4548 Number 494  
Dated 9 July 2008 who by executing  
this deed confirms that there has been no  
notice received of revocation of the Attorney  
in the presence of

Signature of Witness

Signed

GEORGE VALLAS  
Name of Witness

Level 22, Darling Park Tower 1  
201 Sussex Street,  
SYDNEY NSW 2000

SURVEYOR'S REFERENCE: 2152SPRBR

\*OFFICE USE ONLY

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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 1 of 4)

**SP82998**

Plan of subdivision of lot 1 in DP 1142829  
covered by subdivision certificate number  
of 2009/0092

Full name and address of the owner of the land: BBB Constructions Pty Ltd ACN 119 554 700 of 791  
Botany Road, Alexandria NSW 1435

**Part 1**

Number of item shown in the intention panel on the Plan	Identity of easement, profit à 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	Restriction on the use of land	Every lot	Council of the City of Sydney
2	Easement for Access and right to use lift (A)	Common Property	Lot 3 DP1142829

Owner

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE<sup>ePlan</sup>  
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 2 of 4)

**SP82998**

Plan of subdivision of lot 1 in DP 1142829  
covered by subdivision certificate number  
of 2009/0092

**Part 2**

**1. Terms of restriction on the use of land numbered 1 in the Plan**

- 1.1. That part of the lot comprising the car parking space may only be used by a resident of premises in the Stratum Lot 1 Building or a resident of premises the Stratum Lot 2 Building.
- 1.2. This restriction may only be released, varied or modified by the Council.

**2. Terms of Easement for Access and right to use lift (A) numbered 2 in the Plan**

- 2.1. The Grantee has the unrestricted right use the lift and to go, pass and repass over the Lot Burdened at all times on foot for all lawful purposes and with or without machinery, tools, equipment, garbage bins and garbage trolleys.

**2.2. The easement right is subject to the conditions that the Grantee and each Authorised Person:**

- (a) must exercise their respective rights consistently with the rights of all other parties who have the same or similar rights;
- (b) must comply with any Strata Management Statement relevant to the Easement Site;
- (c) must cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
- (d) must cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
- (e) must make good any collateral damage.
- (f) be allowed to erect, construct or place upon the easement site any wall, floor or service of permeable nature
- (g) be allowed to remove or modify any wall, floor or service of permeable nature within the easement site
- (h) has the right to occupy the easement site

**2.3. The Grantee may only do a thing under this easement within the Easement Site.**

**2.4. The rights in, and obligations on, the Grantee in this easement extend to every Authorised Person.**

Owner

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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 3 of 4)

**SP82998**

Plan of subdivision of lot 1 in DP 1142829  
covered by subdivision certificate number  
of 2009/0092

**3. Definitions**

In this Instrument, the following words have the following meaning:

“Council” means the Council of the City of Sydney.

“Grantee” means the owner, or if more than one jointly the owners, of an estate in fee simple of a Lot Benefited.

“Instrument” means this instrument.

“Plan” means deposited plan

“Strata Management Statement” means a strata management statement registered in accordance with the provisions of Division 2B of the *Strata Schemes (Freehold Development) Act 1973 (NSW)* as that Act may be amended from time to time.

“Stratum Lot 1 Building” means the building erected on lot 1 in the Plan (being also known as building R and B).

“Stratum Lot 2 Building” means the building erected on lot 2 in the Plan (being also known as building M and W).

**Interpretation**

- 3.2. Notwithstanding anything to the contrary in this Instrument or a Strata Management Statement, no term in a Strata Management Statement must be read or interpreted to affect the purpose or operation of a restriction in this Instrument.

Owner





ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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.**

4  
(Sheet 3 of 4)

**SP82998**

Plan of subdivision of lot 1 in DP 1142829  
covered by subdivision certificate number  
of 2009/0092

**Dated:**

**Execution by registered proprietor:**

Executed by **BBB CONSTRUCTIONS PTY  
LIMITED ACN 119 554 700** in accordance  
with section 127 of the *Corporations Act 2001*  
(C'th)

Signature of director

PHILIP BART  
Name of director (printed)

Signature of director/secretary

NICHOLAS BETTAR  
Name of director/secretary (printed)

**Execution by registered mortgagee:**

Signed for and on behalf of  
COMMONWEALTH BANK  
OF AUSTRALIA ACN 123 123 124 by

DINO PAPA

As duly appointed attorney under  
Power of Attorney Book 4548 Number 494  
Dated 9 July 2008 who by executing  
this deed confirms that there has been no  
notice received of revocation of the Attorney  
in the presence of

Signature of Witness

GEORGE VALLAS  
Name of Witness

Level 22, Darling Park Tower 1  
201 Sussex Street, SYDNEY NSW.

.....  
Council Authorised Person

REGISTERED



15.12.2009

Form: 13PC  
Release: 2.1  
www.lands.nsw.gov.au

# POSITIVE COVENANT

New South Wales

Section 88E(3) Conveyancing Act



AE728003H

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the use of 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**

LOT 23 in DP573501

(B) **LODGED BY**

Document  
Collection  
Box

Name, Address or DX, Telephone, and LLPN if any

DESLEY MANSFIELD  
14 TARE CRESCENT  
HORNINGSEA PARK NSW 2171

Reference:

CODE

PC

(C) **REGISTERED PROPRIETOR**

BBB CONSTRUCTIONS PTY LIMITED (ACN 119 554 700)

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this positive covenant

Nature of Interest

Number of Instrument

Name

Mortgage:

AD779512

COMMONWEALTH BANK OF AUSTRALIA

(E) **PRESCRIBED AUTHORITY**

THE COUNCIL OF THE CITY OF SYDNEY

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

DATE 25th MARCH 2009

(G) **Execution by the prescribed authority**

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

Signature of witness:

Name of witness:

Address of witness:

JESSICA DONG

456 KENT ST, SYDNEY

Signature of authorised officer:

Name of authorised officer:

Position of authorised officer:

JOHN BARBER

DIRECTOR CORPORATE SERVICES

BOOK NO 4442 NO 334

(G) **Execution by the registered proprietor**

Certified correct for the purposes of the Real Property Act 1900 by the corporation 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.

Corporation: BBB Constructions Pty Limited

Authority:

Signature of authorised person:

Name of authorised person:

Office held:

PHILIP BART  
DIRECTOR

Signature of authorised person:

Name of authorised person:

Office held:

NICHOLAS BETTAR  
DIRECTOR

(H) **Consent of the mortgagee**

The mortgagee under mortgage

No. AD779512

, agrees to be bound by this positive covenant.

I certify that the above mortgagee signed this application in my presence.

who is personally known to me or as to whose identity I am otherwise satisfied

Signature of witness:

Name of witness:

Address of witness:

Mark Tryphon  
201 Sussex St, Sydney NSW

Signature of mortgagee:

R1187

## ANNEXURE "A"

### PUBLIC POSITIVE COVENANT

The Registered Proprietors covenant with the Council of the City of Sydney ("Council") that in consideration of Council having authorised the discharge of stormwater, sprinkler test water and subsoil water from the land burdened (the "land known as 222 Wyndham Street Alexandria in Certificate of Title Folio Identifier 23/573501") through a private connection (the "private connection") beneath the public footway to the gully pit and Council's drainage system, the Registered Proprietor will at all times:

- (a) use the private connection for the purpose of discharging stormwater, sprinkler test water and subsoil water only;
- (b) under no circumstances permit any other form of discharge whatsoever ("unauthorised discharge") including (without limitation) the discharge of trade wastes, contaminants or suspended silt;
- (c) permit Council to disconnect the private connection and make good Council's drainage system if any unauthorised discharge from the land is detected, such disconnection and making good to be at the sole expense of the Registered Proprietor of the land;
- (d) regularly inspect, clean and maintain the on-site detention system and the private stormwater lines;
- (e) if a pump-out system is installed at any time, erect and maintain in a conspicuous position within the building erected on the land burdened a notice of adequate dimensions warning that the area is liable to flooding in case of pump failure and allow Council officers access to the building from time to time to inspect such notice;
- (f) release and hold harmless Council from and against all damages claims actions proceedings law suits losses costs expenses and other liabilities for any damage arising to any property or building on or in the land as a result of:
  - (i) any blockage of or surcharge or backflow from Council's drainage system;
  - (ii) the connection to Council's drainage system;
  - (iii) the construction of the private connection beneath the footway or its presence in the public way;

Secretary Name (printed):

PHILIP BART.

Witness:

Name (printed):

DESLEY MANSFIELD

Director Name (printed):

NICHOLAS BETTAR

Council's Attorney

Name (printed)

John Barbeler

WITNESS:

JESSICA DUNN

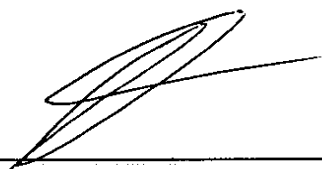
(iv) the relocation of the gully pit;


(v) any costs and expenses of disconnection under paragraph (c);

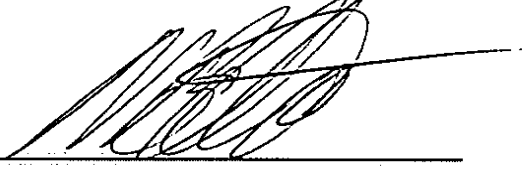
to the extent caused or contributed by the Registered Proprietor or any lessee or occupier of the land burdened the Registered Proprietor indemnifies Council against all such claims and demands;


(g) not carry out any works of excavation or alterations to the private connection and/or Council's drainage system without obtaining Council's prior written consent, which consent shall be at Council's sole discretion and, if granted, may be granted on such terms as Council sees fit;

(h) acknowledge that if any provisions of this covenant are invalid or unenforceable such invalidity or unenforceability will not affect the operation, construction or interpretation of any other provisions of this covenant and the invalid or unenforceable provisions will be treated for all purposes as severed from this covenant.

  
\_\_\_\_\_  
Secretary Name (printed):  
PHILIP BART

  
\_\_\_\_\_  
Witness:  
Name (printed):

  
\_\_\_\_\_  
Director Name (printed):  
NICHOLAS BETTAR

  
\_\_\_\_\_  
Council's Attorney  
Name (printed)

John Barbeler

WITNESS :

  
\_\_\_\_\_  
JESSICA DUNE

Film With

## STATUTORY DECLARATION

**I, ADRIAN MARK HAWKES** of 456 Kent Street, Sydney in the State of New South Wales, Solicitor, do solemnly and sincerely declare that:-

1. I am a Solicitor of the Supreme Court of New South Wales with the Council of the City of Sydney ("the Council").
2. I am acting for the Council with respect to the Positive Covenant in Certificate of Title Folio Identifier 23/573501 being 222 Wyndham Street, Alexandria, pursuant to condition 57 of the Notice of Determination Approval D/2006/1929 dated 8 March 2007.
3. The Council resolved on 18 October 2004 to appoint John Charles Barbeler of Sydney Square, George Street, Sydney to be an Attorney of the Council to execute on behalf of the Council all instruments and dealings pursuant to the Real Property Act, 1900.
4. The Power of Attorney Book 4442 No. 334 to John Charles Barbeler was executed under Common Seal of the Council on 1 November 2004 pursuant to Resolution of Council passed on 18 October 2004, which was registered on 3 November 2004.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act, 1900.

**Subscribed and Declared at Sydney**

This 25<sup>th</sup> day of March 2009

}  
}  
}

**Before me:**

*A.J. Walker JP*  
.....

**Justice of the Peace**  
**ANDREW JAMES WALKER**  
**No. 111067**

*Adrian Mark Hawkes*  
.....

**Adrian Mark Hawkes**

## EXISTING EASEMENTS

VEHICLE EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.35  
WIDE AND VARIABLE WIDTH LIMITED IN STRATUM (WIDE DP114/874)  
RIGHT OF WAY 3.35 WIDE & VARIABLE WIDTH LIMITED IN STRATUM (WIDE DP114/874)

RM DENOTES ROAD WIDENING  
PRW DENOTES PROPOSED ROAD WIDENING  
GOVERNMENT GAZETTE 23.3.75 FOLD 1084,  
DP247380

SSM 49292 RL 11646 ADOPTED

FOR CLARITY NOT ALL DETAIL SHOWN IN DIAGRAMS

LOTS 1-3 ARE STRATUM LOTS  
THESE STRATUM LOTS ARE LIMITED IN DEPTH AND  
HEIGHT AS SHOWN ON PLANS AND SECTIONS  
LOT 3 DENOTES PRW IS UNLIMITED IN DEPTH AND  
HEIGHT

RM IS LIMITED IN STRATUM  
THESE STRATUM LOTS ARE LIMITED IN DEPTH AND  
HEIGHT AS SHOWN ON PLANS AND SECTIONS



DP1142829

Req:R443377 /Doc:DP 1142829 P /Rev:07-Dec-2011 /NSW LRS /Pgs:ALL /Prt:30-Oct-2023 17:43 /Seq:1 of 13  
© Office of the Registrar-General /Src:InfoTrack /Ref:230666

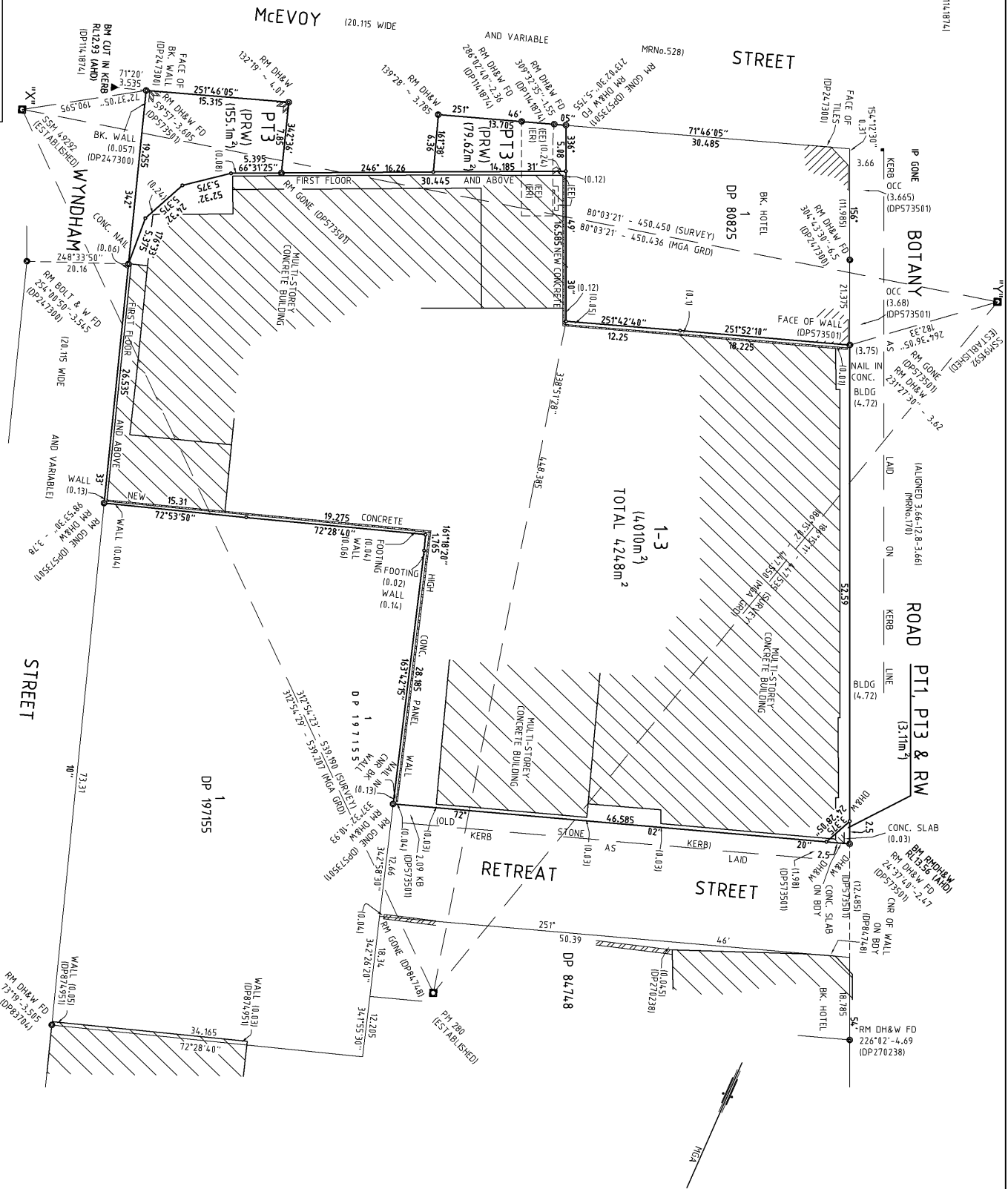
MARK	MCA EASTING	MCA NORTHING	ORDER	CLASS	HEIGHT	CLASS	METHOD	ORIGIN
PT 280	333 813.341	6 246 849.916	2	B	14.043	LA	NOT AVAILABLE	SCMS
SSM 49292	333 418.424	6 247 216.998	2	B	11.646	LC	NOT AVAILABLE	SCMS
SSM 91952	333 862.065	6 247 294.778	U	B	11.80	D	NOT AVAILABLE	SCMS
COMBINED SCALE FACTOR 0.999940								
MCA CO-ORDINATES ADOPTED FROM SCMS AS AT 27 JULY 2009								
ZONE 56								

DATE OF SURVEY	DATE OF SURVEY	DATE OF SURVEY	DATE OF SURVEY	DATE OF SURVEY	DATE OF SURVEY	DATE OF SURVEY	DATE OF SURVEY	DATE OF SURVEY
21 JULY 2009	21 JULY 2009	21 JULY 2009	21 JULY 2009	21 JULY 2009	21 JULY 2009	21 JULY 2009	21 JULY 2009	21 JULY 2009

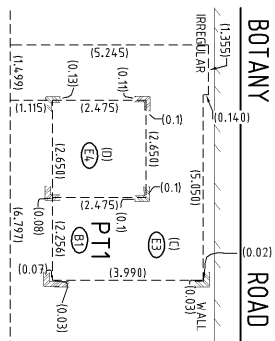
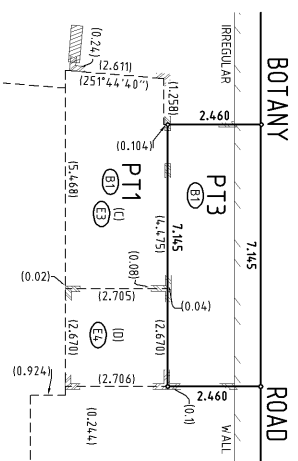
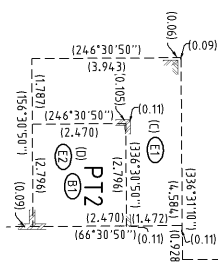
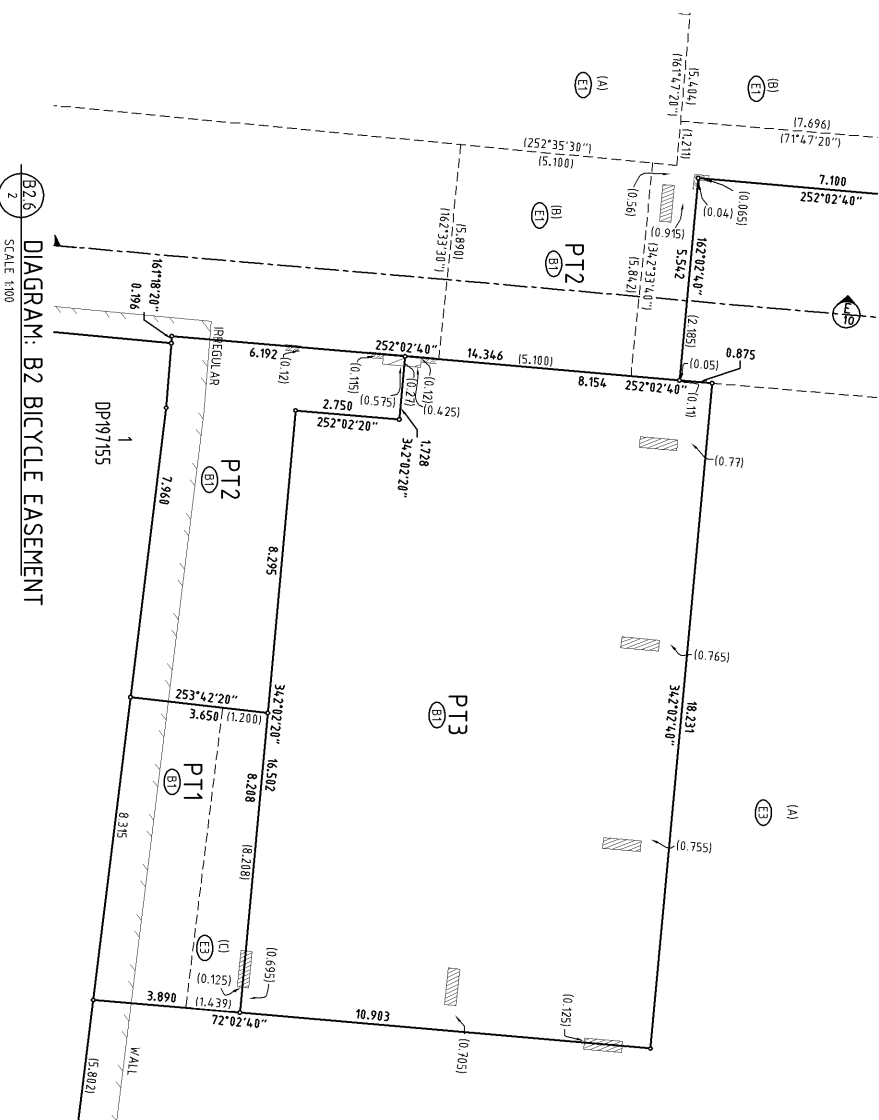
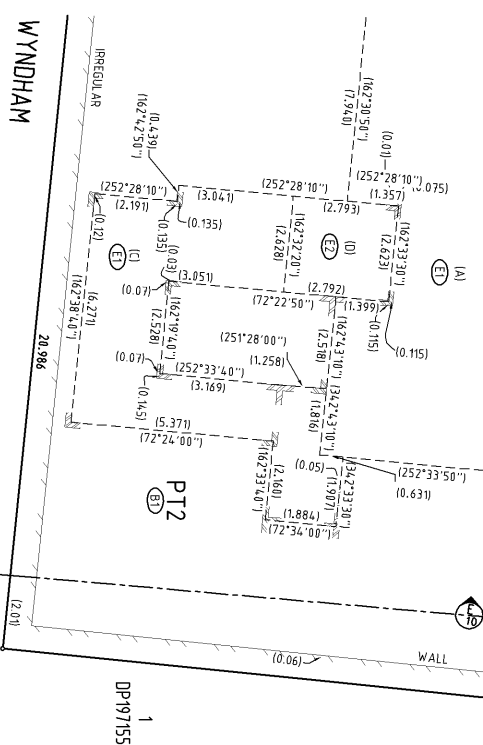
DATE OF SURVEY	DATE OF SURVEY	DATE OF SURVEY	DATE OF SURVEY	DATE OF SURVEY	DATE OF SURVEY	DATE OF SURVEY	DATE OF SURVEY	DATE OF SURVEY
21 JULY 2009	21 JULY 2009	21 JULY 2009	21 JULY 2009	21 JULY 2009	21 JULY 2009	21 JULY 2009	21 JULY 2009	21 JULY 2009

DATE OF SURVEY	DATE OF SURVEY	DATE OF SURVEY	DATE OF SURVEY	DATE OF SURVEY	DATE OF SURVEY	DATE OF SURVEY	DATE OF SURVEY	DATE OF SURVEY
21 JULY 2009	21 JULY 2009	21 JULY 2009	21 JULY 2009	21 JULY 2009	21 JULY 2009	21 JULY 2009	21 JULY 2009	21 JULY 2009

DATE OF SURVEY	DATE OF SURVEY	DATE OF SURVEY	DATE OF SURVEY	DATE OF SURVEY	DATE OF SURVEY	DATE OF SURVEY	DATE OF SURVEY	DATE OF SURVEY
21 JULY 2009	21 JULY 2009	21 JULY 2009	21 JULY 2009	21 JULY 2009	21 JULY 2009	21 JULY 2009	21 JULY 2009	21 JULY 2009





B2.3  
2  
SCALE 1:100  
DIAGRAM: B2 LIFT 1B2.4  
2  
SCALE 1:100  
DIAGRAM: B2 LIFT 2B2.5  
2  
SCALE 1:100  
DIAGRAM: B2 LIFT 3B2.6  
2  
SCALE 1:100  
DIAGRAM: B2 BICYCLE EASEMENTB2.7  
2  
SCALE 1:100  
DIAGRAM: B2 LIFT 4

ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO  
156-52 UNLESS OTHERWISE DENOTED  
BASEMENT LEVEL 2 & BELOW LOTS SHOWN ON THIS  
SHEET ARE UNLIMITED IN DEPTH AND LIMITED IN  
HEIGHT TO THE LOTS SHOWN ON BASEMENT LEVEL 1  
(SHEET 4)

FOR CLARITY NOT ALL DETAIL SHOWN IN DIAGRAMS  
SEE SHEET 1 FOR TYPICAL BOUNDARY DIMENSIONS  
OF OVERALL SUBDIVISION FOOTPRINT

LOTS 1-3 ARE STRATUM LOTS  
THESE STRATUM LOTS ARE LIMITED IN DEPTH AND  
HEIGHT AS SHOWN ON PLANS AND SECTIONS

NDA

Surveyor: ANTHONY GUY HITCHELL  
Date of Survey: 21 JULY 2009  
Surveyor's Ref: 21525101

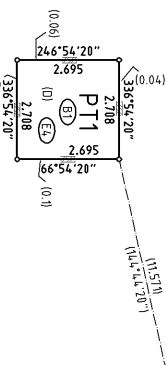
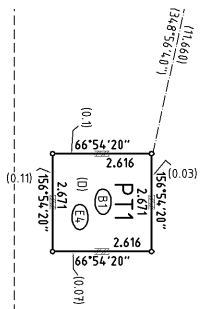
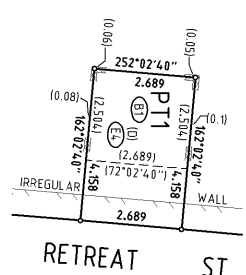
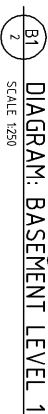
PLAN OF SUBDIVISION OF LOT 23 IN  
DP573501

LCA: SYDNEY  
Locality: ALEXANDRIA  
Subdivision No: 46/2009  
Lengths are in metres Reduction Ratio 1:100

Registered  
20.11.2009

DP1142829





LOTS 1-3 ARE STRAIGHT LOTS. THESE STRAIGHT LOTS ARE LIMITED IN DEPTH AND HEIGHT AS SHOWN ON PLANS AND SECTIONS.

LOT 3 DENOTED PEM IS UNLIMITED IN DEPTH AND HEIGHT.

ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO 156-54, UNLESS OTHERWISE DENOTED.

BASEMENT LEVEL 1 LOTS SHOWN ON THIS SHEET ARE LIMITED IN DEPTH AS SHOWN AND LIMITED IN HEIGHT TO THE LOT'S SHOWN ON GROUND LEVEL (SHEET 6).

FOR CLARITY NOT ALL DETAIL SHOWN IN DIAGRAMS.

SEE SHEET 1 FOR TYPICAL BOUNDARY DIMENSIONS OF OVERALL SUBDIVISION FOOTPRINT.

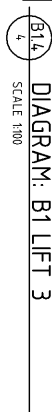
PLAN OF SUBDIVISION OF LOT 23 IN  
DP573501

LGA: SYDNEY  
Locality: ALEXANDRIA

Registered  
20.11.2009

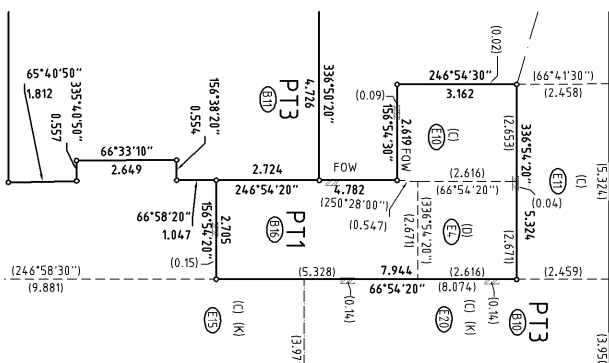
DP1142829

DIMENSIONS FRONTING MCEVOY STREET ADDED - SEE 2011/1764

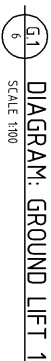


DP1142829

ISSUED: 29 Oct, 2009



SCALE 1:100



1

LOT 3, 4 ARE STRUTUM LOTS.  
THESE STRUTUM LOTS ARE LIMITED IN DEPTH AND  
HEIGHT AS SHOWN ON PLANS AND SECTIONS.

LOT 3 DEDICATED PRAIRIE IS UNLIMITED IN DEPTH AND  
HEIGHT

ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO  
156.5', UNLESS OTHERWISE DEDICATED

GROUND LEVEL, LOTS SHOWN ON THIS SHEET ARE  
LIMITED IN DEPTH AS SHOWN AND LIMITED IN HEIGHT  
TO THE LOTS SHOWN ON LEVEL 1 (SHEET 8)

FOR CLARITY NOT ALL DETAIL SHOWN IN DIAGRAMS

SEE SHEET 1 FOR TYPICAL BOUNDARY DIMENSIONS  
OF OVERALL SUBDIVISION FOOTPRINT

## GROUND FLOOR PLAN

SCALE 1:250

Surveyor : ANTHONY GUY MITCHELL  
Date of Survey : 21 JUL Y 2009  
Surveyor's Ref : 21525T01

PLAN OF SUBDIVISION OF LOT 23 IN  
DP573501

LCGA: SYDNEY  
Locality: ALEXANDRIA

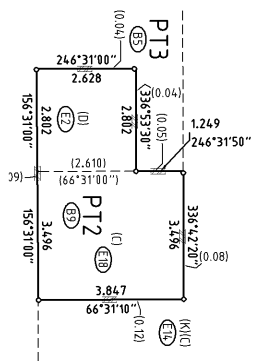
Registered  
20 11 2009

DP1142829

**WARNING : CREAMING OR FOLDING WILL LEAD TO REJECTION**

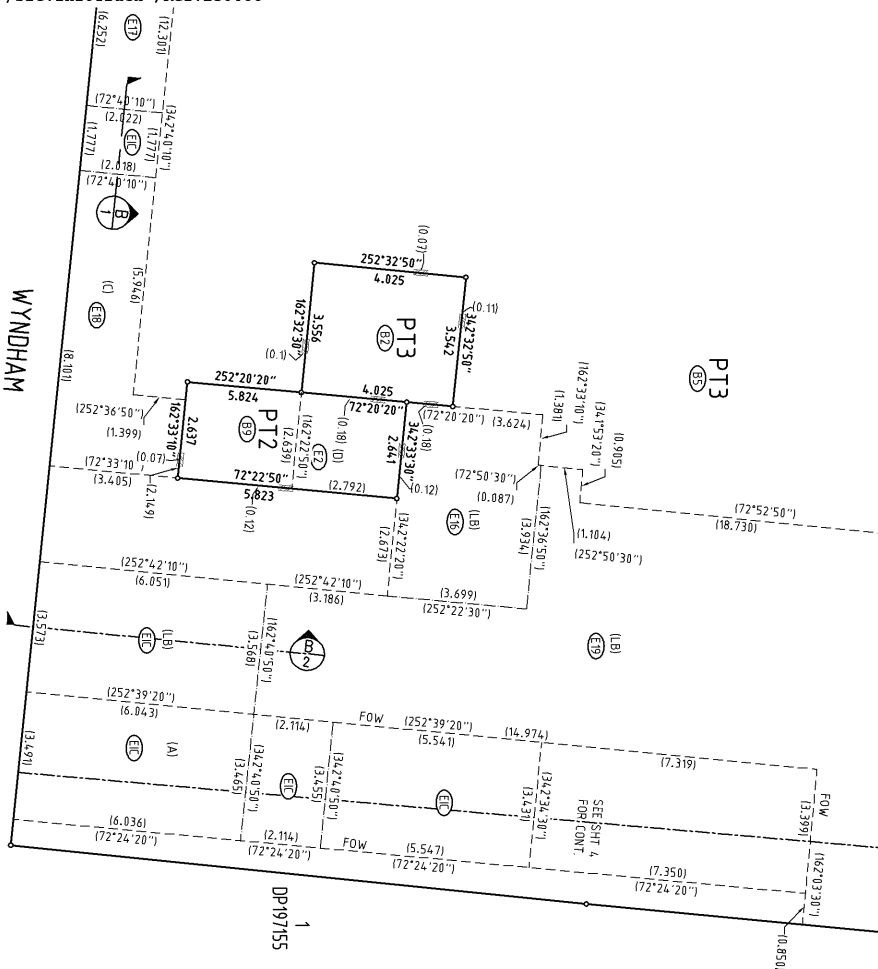
SURVEYORS REFERENCE 2152ST01

ISSUED: 29 Oct, 2009

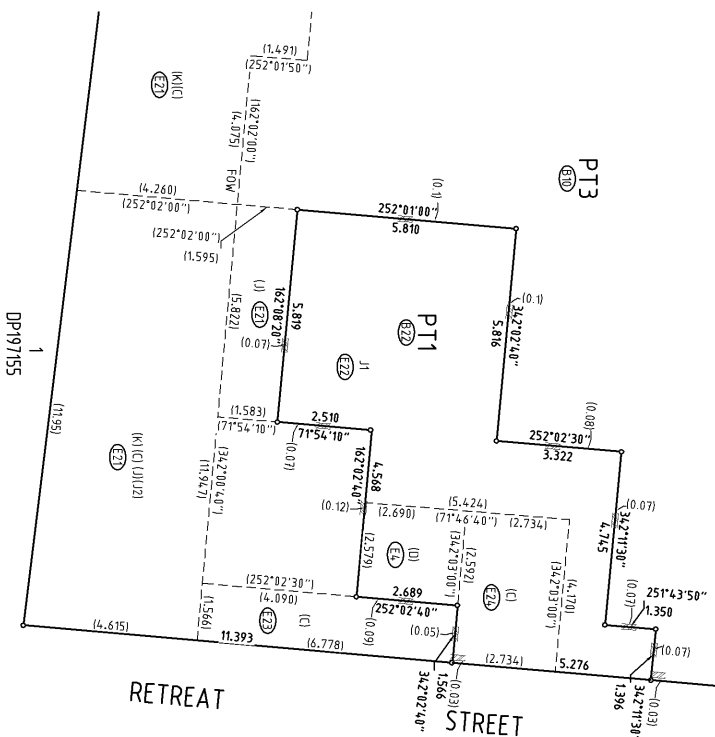


G3  
6  
SCALE 1:100  
DIAGRAM: GROUND LIFT 3

ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO  
156°59.4' UNLESS OTHERWISE DENOTED  
GROUND LEVEL LOTS SHOWN ON THIS SHEET ARE  
LIMITED IN DEPTH AS SHOWN AND LIMITED IN HEIGHT  
TO THE LOTS SHOWN ON LEVEL 1 (SHEET 8)  
FOR CLARITY NOT ALL DETAIL SHOWN IN DIAGRAMS  
SEE SHEET 1 FOR TYPICAL BOUNDARY DIMENSIONS  
OF OVERALL SUBDIVISION FOOTPRINT



G4  
6  
SCALE 1:100  
DIAGRAM: GROUND LIFT 4



G5  
6  
SCALE 1:100  
DIAGRAM: GROUND LIFT 5

Surveyor: ANTHONY GUY MITCHELL  
Date of Survey: 21 JULY 2009  
Surveyor's Ref: 21525101

PLAN OF SUBDIVISION OF LOT 23 IN  
DP573501

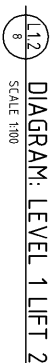
LGA: SYDNEY  
Locality: ALEXANDRIA  
Subdivision No: 46/2009  
Lengths are in metres Reduction Ratio 1:250

Registered  
20.11.2009

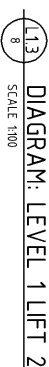
DP1142829



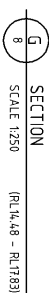
LEVEL 1 FLOOR PLAN



PLAN OF SUBDIVISION OF LOT 23 IN  
DP573501



8 L1.1  
DIAGRAM: LEVEL 1 LIFT 1  
SCALE 1:100



SECTION  
SCALE 1:25

RW DENOTES ROAD WIDENING  
PRW DENOTES PROPOSED ROAD WIDENING  
GOVERNMENT GAZETTE 21.3.75 FOLIO 1084,  
DP247500

LOTS 1-3 ARE STRATUM LOTS.  
THESE STRATUM LOTS ARE LIMITED IN DEPTH AND  
HEIGHT AS SHOWN ON PLANS AND SECTIONS.

LOT 3 DENOTED PHA IS UNLIMITED IN DEPTH AND  
HEIGHT

ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO  
156542, UNLESS OTHERWISE DENOTED

LEVEL 1 LOT5 IS SHOWN ON THIS SHEET ARE LIMITED IN  
DEPTH AS SHOWN AND LIMITED IN HEIGHT TO THE  
LOTS SHOWN ON LEVEL 2 (SHEET 9)

FOR CLARITY NOT ALL DETAIL SHOWN IN DIAGRAMS

SEE SHEET 1 FOR TYPICAL BOUNDARY DIMENSIONS  
OF OVERALL SUBDIVISION FOOTPRINT

IN DENOTES BOUNDARY CONNECTION & DIMENSIONS  
FOR THIS LOT ARE THE SAME AS PER LOT ON LEVEL  
BELOW



PRW DENOTES PROPOSED ROAD WIDENING  
GOVERNMENT GAZETTE 21.3.75 FOLIO 1084,  
DP247300

$$\frac{L2}{9}$$

DP1142829

ISSUED: 29 Oct, 2009

## GENERAL NOTES

1. ALL R.L.'S ARE ON A/H/D DATUM.
2. UNLESS OTHERWISE NOTED, ALL R.L.'S REFER TO A HORIZONTAL PLANE.
3. UNLESS OTHERWISE NOTED, ALL BEARINGS ARE FACE OF WALL OR COLUMN.
4. ALL BOUNDARY AND EASEMENT OFFSETS ARE MAIN STRUCTURE AND BLOCK WALLS WITHOUT FINISHED SURFACE SUCH AS RENDZEE OR CLADDING.
5. ALL SECTIONS ARE ALONG CENTRE OF INCLINE PLANE UNLESS OTHERWISE NOTED.

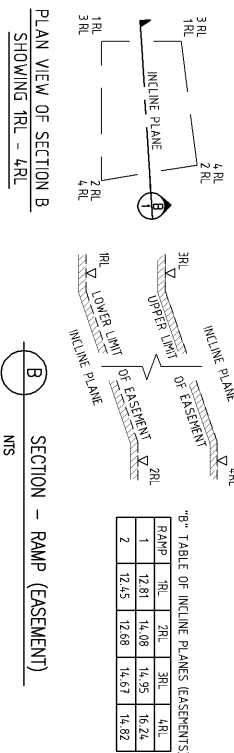
DIAGRAMS 1- 17

Diagram 1: A hexagon divided into two triangles. The top triangle contains the number 9. The bottom triangle contains the number 1. An arrow points from the number 9 to the text "DIAGRAM" and another arrow points from the number 1 to the text "DESTINATION SHEET No".

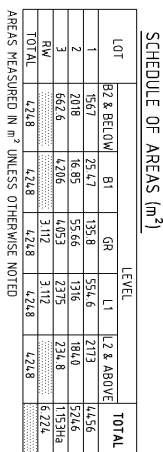
Diagram 2: A circle divided into two halves. The top half contains the number 9. The bottom half contains the number 3. An arrow points from the number 9 to the text "DIAGRAM" and another arrow points from the number 3 to the text "ORIGIN SHEET No".

1. ALL R.L.'S ARE ON A
2. UNLESS OTHERWISE

	LOWER	UPPER
1	5.88	8.07
2	5.88	9.62
3	7.23	14.77
4	9.38	16.52
5	9.38	16.52
6	9.38	16.52
7	9.38	16.52
8	13.9	20.05
9	14.03	17.24
10	15.0	20.05
11	15.0	20.05
12	14.5	17.24
13	13.28	17.24
14	13.28	15.9
15	13.5	15.9
16	13.5	15.9
17	12.81	14.55
18	12.81	14.55
19	12.66	14.62
20	14.2	15.15
21	14.2	15.15
22	14.23	16.37
23	14.11	16.32
24	13.96	16.25
25	11.96	20.12
26	17.24	20.9



## (RLS.88 - RL20.9)



KEY	DESCRIPTION
BIC	DEFINOTES BOUNDARY INCLINED PLANE
CC	DEFINOTES CONCRETE COLUMN
CS	DEFINOTES CONCRETE SLAB
EC	DEFINOTES EDGE OF CONCRETE
ED	DEFINOTES EXPOSED INCLINED PLANE
FK	DEFINOTES FACE OF COLUMN
FK	DEFINOTES FACE OF COLUMN
FW	DEFINOTES FACE OF WALL
FW	DEFINOTES INSIDE FACE OF WALL
FW	DEFINOTES INSIDE FACE OF WALL
G	DEFINOTES GRADE LEVEL
LL	DEFINOTES LOWER LIMIT
PFC	DEFINOTES PROLONGATION OF FACE OF COLUMN
RW	DEFINOTES ROAD WIDENING
UD	DEFINOTES UNLIMITED IN DEPTH
UH	DEFINOTES UNLIMITED IN HEIGHT

KEY	DESCRIPTION
BIC	DENOTES BOUNDARY INCLINED PLANE

(RL5.88 - RL20.9)

DP1142829

ISSUED: 29 Oct, 2009

# DEPOSITED PLAN ADMINISTRATIVE SHEET

Sheet 1 of 3 sheet(s)

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

## SEE ADDITIONAL SHEETS FOR SIGNATURES

IT IS INTENDED TO DEDICATE THE ROAD WIDENING TO THE PUBLIC AS PUBLIC ROAD.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED IT IS INTENDED TO CREATE:

1. RIGHT OF ACCESS VARIABLE WIDTH LIMITED IN STRATUM (A).
2. RIGHT TO USE VISITOR PARKING VARIABLE WIDTH LIMITED IN STRATUM (B).
3. RIGHT OF ACCESS VARIABLE WIDTH LIMITED IN STRATUM (C).
4. RIGHT TO USE LIFT VARIABLE WIDTH LIMITED IN STRATUM (D).
5. RIGHT OF ACCESS FOR GARBAGE PURPOSES VARIABLE WIDTH LIMITED IN STRATUM (J).
6. RIGHT TO USE GARBAGE ROOM VARIABLE WIDTH LIMITED IN STRATUM (J1).
7. EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH LIMITED IN STRATUM (K).
8. EASEMENT FOR KITCHEN EXHAUST AFFECTING THE WHOLE OF THE LOT.
9. EASEMENT FOR EXHAUST AFFECTING THE WHOLE OF THE LOT.
10. EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LOT.
11. EASEMENT FOR FUTURE SERVICES AFFECTING THE WHOLE OF THE LOT.
12. EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE OF THE LOT.
13. EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LOT.
14. EASEMENT FOR AIR-CONDITIONING SERVICE AFFECTING THE WHOLE OF THE LOT.

SEE ADMINISTRATIVE SHEET 2 FOR CONTINUATION

Use PLAN FORM 6A for additional certificates, signatures, seals and statements

### Crown Lands NSW/Western Lands Office Approval

I.....in approving this plan certify  
(Authorised Officer)  
that all necessary approvals in regard to the allocation of the land shown  
herein have been given

Signature:.....  
Date:.....  
File Number:.....  
Office:.....

### Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed subdivision set out herein  
(insert 'subdivision' or 'new road')

\* Authorised Person/General Manager/Accredited Certifier

Consent Authority: City of Sydney  
Date of Endorsement: 29 September 2009  
Accreditation no: .....  
Subdivision Certificate no: 46/2009  
File no: 5/2009/41

\* Delete whichever is inapplicable.

# DP1142829

Registered: 20.11.2009  
Title System: TORRENS  
Purpose: SUBDIVISION

## PLAN OF SUBDIVISION OF LOT 23 IN DP573501

LGA: SYDNEY  
Suburb/Locality: ALEXANDRIA  
Parish: ALEXANDRIA  
County: CUMBERLAND

### Surveying Regulation, 2006

I, ANTHONY GUY MITCHELL  
of STRATASURV PO BOX 305 FIVE DOCK NSW 2046  
a surveyor registered under the *Surveying Act, 2002*, certify that the survey  
represented in this plan is accurate, has been made in accordance with the  
*Surveying Regulation, 2006* and was completed  
on: 21-07-2009

The survey relates to LOTS 1-3 AND ROAD WIDENING

(specify the land actually surveyed or specify any land shown in the plan that  
is not the subject of the survey)

Signature: [Signature] Dated: 13/8/09  
Surveyor registered under the *Surveying Act, 2002*

Datum Line: "X" - "Y"  
Type: Urban/Rural

### Plans used in the preparation of survey/compilation

DP573501	DP247300	DP80825	DP197155
DP874951	DP84748	DP270238	DP1141874

(If insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 2152ST01



DEPOSITED PLAN ADMINISTRATIVE SHEET

Sheet 2 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT 23  
IN DP573501

DP1142829

Registered:



20.11.2009

Subdivision Certificate No:

46/2009

Date of Endorsement:

29 September 2009

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED IT IS INTENDED TO CREATE:

15. EASEMENT FOR GARBAGE COLLECTON VARIABLE WIDTH LIMITED IN STRATUM (J2).
16. EASEMENT FOR WASH BAY VARIABLE WIDTH LIMITED IN STRATUM (WB).
17. EASEMENT FOR LOADING BAY VARIABLE WIDTH LIMITED IN STRATUM (LB)
18. EASEMENT FOR TELECOMMUNICATIONS AFFECTING THE WHOLE OF THE LOT.
19. RESTRICTION ON USE
20. RESTRICTION ON USE
21. RESTRICTION ON USE
22. RESTRICTION ON USE
23. RESTRICTION ON USE
24. RESTRICTION ON USE
25. RESTRICTION ON USE

DEPOSITED PLAN ADMINISTRATIVE SHEET

Sheet 3 of 1 sheet(s)

PLAN OF SUBDIVISION OF LOT 23  
IN DP573501

DP1142829

Registered:



20.11.2009

Subdivision Certificate No:

46/2009

Date of Endorsement:

29 September 2009

SIGNED by BBB CONSTRUCTIONS PTY LTD (ACN:119 554 700) in accordance with section 127 of the Corporations Act 2001 and in the presence of:

Director/Secretary

NICHOLAS BETTAR

Print Name

791 BOTANY ROAD  
ROSEBERY 2018

Address

Director

PHILIP BART

Print Name

791 BOTANY ROAD  
ROSEBERY 2018

Address

Witness

DESLEY MANSFIELD

Print Name

14 TATE CRESCENT  
HORNINGSEA PARK 2171

Address

30/09/09

Date

Witness

DESLEY MANSFIELD

Print Name

14 TATE CRESCENT  
HORNINGSEA PARK 2171

Address

30/09/09

Date

EXECUTION:

Signed for and on behalf of  
COMMONWEALTH BANK  
OF AUSTRALIA ACN 123 123 124 by

Dino Papa

As duly appointed attorney under  
Power of Attorney Book 4548 Number 494

Dated 9 July 2008 who by executing  
this deed confirms that there has been no  
notice received of revocation of the Attorney  
in the presence of

Signature of Witness

Signed

Name of Witness

201 SUSSEX ST, SYDNEY NSW

SURVEYOR'S REFERENCE: 2152ST01

\* OFFICE USE ONLY

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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 1 of 33)

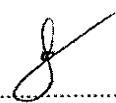
**DP1142829**

Plan of subdivision of lot 23 in DP 573501  
 covered by subdivision certificate  
 number **46/2009**

**Full name and address of the owner** BBB Constructions Pty Ltd ACN 119 554 700 of 791  
**of the land:** Botany Road, Alexandria NSW 1435

**Part 1**

<b>Number of item shown in the intention panel on the Plan</b>	<b>Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the Plan</b>	<b>Burdened Lot(s) or parcel(s)</b>	<b>Benefited Lot(s), road(s), bodies or Prescribed Authorities</b>
1	Right of access variable width limited in stratum (A).	3 2 1	1 and 2 1 and 3 2 and 3
2	Right to use visitor parking variable width limited in stratum (B).	2	1
3	Right of access variable width limited in stratum (C).	1 2 2 3	3 1 3 2
4	Right to use lift variable width limited in stratum (D).	1 2	3 3
5	Right of access for garbage purposes variable width limited in stratum (J).	3 3	1 2
6	Right to use garbage room variable width limited in stratum (J1).	1	2
7.	Easement for public access variable width limited in stratum (K).	3	Council of the City of Sydney
8	Easement for kitchen exhaust affecting the whole of the lot.	1 2	3 3
9	Easement for exhaust affecting the whole of the lot.	Each lot	Every other lot

  
 .....  
 Council Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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 2 of 33)

**DP1142829**

Plan of subdivision of lot 23 in DP 573501  
 covered by subdivision certificate  
 number 46/2009

**Part 1 (continued)**

10	Easement for services affecting the whole of the lot.	Each lot	Every other lot
11	Easement for future services affecting the whole of the lot.	Each lot	Every other lot
12	Easement for support and shelter affecting the whole of the lot.	Each lot	Every other lot
13	Easement for emergency egress affecting the whole of the lot.	Each lot	Every other lot
14	Easement for air-conditioning service affecting the whole of the lot.	1 2	3 3
15	Easement for garbage collection variable width limited in stratum (J2)	3 3	1 2
16	Easement for wash bay variable width limited in stratum (WB).	1	2
17	Easement for loading bay variable width limited in stratum (LB).	3 3	1 2
18	Easement for telecommunications affecting the whole of the lot.	3 3	1 2
19	Restriction on the use of land	1	Council of the City of Sydney
20	Restriction on the use of land	2	Council of the City of Sydney
21	Restriction on the use of land	2	Council of the City of Sydney

  
 .....  
 Council Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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 3 of 33)

**DP1142829**

Plan of subdivision of lot 23 in DP 573501  
covered by subdivision certificate  
number 46/2009

**Part 1 (continued)**

22	Restriction on the use of land	3	Council of the City of Sydney
23	Restriction on the use of land	3	Council of the City of Sydney
24	Restriction on the use of land	1	Council of the City of Sydney
25	Restriction on the use of land	2	Council of the City of Sydney

  
.....  
Council Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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 4 of 33)

**DP1142829**

Plan of subdivision of lot 23 in DP 573501  
covered by subdivision certificate  
number 46/2009

**Part 2**

**1. Terms of right of access variable width limited in stratum (A) numbered 1 in the Plan**

- 1.1. The Grantee has the right to go, pass and repass over the Lot Burdened at all times by Vehicle or on foot for all lawful purposes and with or without machinery, tools, equipment, garbage bins and garbage trolleys.
- 1.2. In exercising the powers conferred by this easement, the Grantee:
  - (a) must not park a Vehicle or a Prohibited Vehicle of any kind on any part of the Lot Burdened;
  - (b) must exercise its respective rights consistently with the rights of all other parties who have the same or similar rights;
  - (c) must comply with any Strata Management Statement relevant to the Easement Site;
  - (d) must comply with all rules made by the Building Management Committee regarding the use of the Easement Site;
  - (e) must cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
  - (f) must cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
  - (g) must make good any collateral damage.
- 1.3. The Grantee may only do a thing under this easement within the Easement Site.
- 1.4. The rights in and obligations on the Grantee in this easement extend to every Authorised Person.

.....  
Council Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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 5 of 33)

**DP1142829**

Plan of subdivision of lot 23 in DP 573501  
covered by subdivision certificate  
number 46/2009

**Part 2 (continued)**

**2. Terms of right to use visitor parking variable width limited in stratum (B) numbered 2 in the Plan**

- 2.1. The Grantee has the right for each of its visitors, in common with the Grantor's visitors, to park a Vehicle on each of those parts of the Lot Burdened marked as a visitor's car parking space, together with the right to access relevant parts of the Lot Burdened to gain access to the visitor car parking spaces.
- 2.2. In exercising the powers conferred by this easement, the Grantee:
- (a) may not park Prohibited Vehicles;
  - (b) may not park a Vehicle, a Prohibited Vehicle or any other kind of vehicle of any kind on any part of the Lot Burdened (other than in the marked visitor car spaces in accordance with the rights in this easement);
  - (b) must exercise its respective rights consistently with the rights of all other parties who have the same or similar rights;
  - (c) must comply with any Strata Management Statement relevant to the Easement Site;
  - (d) must cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
  - (e) must cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
  - (f) must make good any collateral damage.
- 2.3. The Grantee may only do a thing under this easement within the Easement Site.
- 2.4. The rights in and obligations on the Grantee in this easement extend to every Authorised Person.

  
.....  
Council Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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 6 of 33)

**DP1142829**

Plan of subdivision of lot 23 in DP 573501  
covered by subdivision certificate  
number 46/2009

**Part 2 (continued)**

**3. Terms of right of access variable width limited in stratum (C) numbered 3 in the Plan**

- 3.1. The Grantee has the unrestricted right to go, pass and repass over the Lot Burdened at all times on foot for all lawful purposes and with or without machinery, tools, equipment, garbage bins and garbage trolleys.
- 3.2. The easement right is subject to the conditions that the Grantee and each Authorised Person:
- (a) must exercise their respective rights consistently with the rights of all other parties who have the same or similar rights;
  - (b) must comply with any Strata Management Statement relevant to the Easement Site;
  - (c) must cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
  - (d) must cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
  - (e) must make good any collateral damage.
- 3.3. The Grantee may only do a thing under this easement within the Easement Site.
- 3.4. The rights in, and obligations on, the Grantee in this easement extend to every Authorised Person.

**4. Terms of right of access to use lift variable width limited in stratum (D) numbered 4 in the Plan**

- 4.1. The Grantee has the right to use the lift on the Lot Burdened for any lawful purpose associated with access to and use of the Lot Burdened and with or without machinery, tools, equipment, garbage bins and garbage trolleys.
- 4.2. In exercising the powers conferred by this easement, the Grantee:
- (a) must exercise its respective rights consistently with the rights of all other parties who have the same or similar rights;

  
.....  
Council Authorised Person



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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 7 of 33)

**DP1142829**

Plan of subdivision of lot 23 in DP 573501  
covered by subdivision certificate  
number **46/2009**

**Part 2 (continued)**

- (c) must comply with any Strata Management Statement relevant to the Easement Site;
  - (d) must cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
  - (e) must cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
  - (f) must make good any collateral damage.
- 4.3. The Grantee may only do a thing under this easement within the Easement Site.
- 4.4. The rights in and obligations on the Grantee in this easement extend to every Authorised Person.
- 5. Terms of right of access for garbage purposes variable width limited in stratum (J) numbered 5 in the Plan**
- 5.1. The Grantee has the unrestricted right to go, pass and repass over the Lot Burdened at all times on foot for all lawful purposes and with or without machinery, tools, equipment, garbage bins and garbage trolleys.
- 5.2. The easement right is subject to the conditions that the Grantee and each Authorised Person:
- (a) must exercise their respective rights consistently with the rights of all other parties who have the same or similar rights;
  - (b) must comply with any Strata Management Statement relevant to the Easement Site;
  - (c) must cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
  - (d) must cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
  - (e) must make good any collateral damage.

  
.....  
Council Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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 8 of 33)

**DP1142829**

Plan of subdivision of lot 23 in DP 573501  
covered by subdivision certificate  
number 46/2009

**Part 2 (continued)**

- 5.3. The Grantee may only do a thing under this easement within the Easement Site.
- 5.4. The rights in, and obligations on, the Grantee in this easement extend to every Authorised Person.
- 6. **Terms of right to use garbage room variable width limited in stratum (J1) numbered 6 in the Plan**
  - 6.1. The Grantee has the right to enter, be in and use in common with others, the garbage holding area on the Lot Burdened for the purposes of temporarily storing garbage bins.
  - 6.2. The Grantor may make reasonable rules about the use of the Easement Site.
  - 6.3. The easement right is subject to the conditions that the Grantee and each Authorised Person:
    - (a) exercises their respective rights consistently with the rights of all other parties who have the same or similar rights;
    - (b) only uses the Easement Site for purposes associated with use as a garbage bin holding area;
    - (c) complies with the terms of any Strata Management Statement regarding use of the Easement Site;
    - (d) causes as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and
    - (e) causes as little damage as is practicable to the Lot Burdened and any improvement on it.
  - 6.4. The Grantee must make good any collateral damage caused to the Lot Burdened as a result of the Grantee or any Authorised Person exercising their rights in this easement.
  - 6.5. The Grantee may only do a thing under this easement within the Easement Site.
  - 6.6. The rights in, and obligations on, the Grantee in this easement extend to every Authorised Person.

  
.....  
Council Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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 9 of 33)

**DP1142829**

Plan of subdivision of lot 23 in DP 573501  
covered by subdivision certificate  
number 46/2009

**Part 2 (continued)**

**7. Terms of right for public access variable width limited in stratum (K) numbered 7 in the Plan**

7.1. The Council and every person authorised by it for the purposes of this easement, including without limitation members of the public (Authorised Users), have the right to:

- (a) pass and repass over the Easement Site between the hours of 6.00 am and 10.00 pm on the same day, each day of the week:
  - (i) by foot;
  - (ii) with wheelchairs or other disabled aids; and
  - (iii) with guide dogs and hearing dogs for the visually or hearing impaired; and
- (b) have access to, and use, the Easement Site for any Passive Recreational Use between the hours of 6.00 am and 10.00 pm of the same day, each day of the week.

7.2. When they exercise their rights under this easement, the Council and the Authorised Users must:

- (a) exercise their respective rights consistently with the rights of all other parties who have the same or similar rights;
- (b) only use the Easement Site to pass and repass and for Passive Recreational Uses;
- (c) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and
- (d) cause as little damage as is practicable to the Lot Burdened and any improvement on it.

7.3. The Grantor indemnifies the Council in respect of any claims for loss, damage or injury made against the Council with respect to the use of the Easement Site.

  
.....  
Council Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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 10 of 33)

**DP1142829**

Plan of subdivision of lot 23 in DP 573501  
covered by subdivision certificate  
number 46/2009

**Part 2 (continued)**

7.4. The Grantor must effect and keep effected at all times a public risk policy in respect of the Easement Site for an amount not less than \$10 million. The Grantor must:

- (a) update the amount of insurance cover on an annual basis to an amount reasonably required by the Council (and if the Council does not nominate an amount, to an amount equivalent to the value of \$10 million as at the date of registration of this Instrument); and
- (b) give to the Council annually a certificate of currency of the policy within one month of the renewal date.

7.5. At its sole expense and to the reasonable satisfaction of the Council, the Grantor must:

- (a) keep the Easement Site adequately lit;
- (b) keep and maintain the Easement Site in a clean condition, free from litter, rubbish and debris;
- (c) keep the Easement Site in good repair so it functions in a safe manner and for its intended purpose.

**8. Terms of easement for kitchen exhaust affecting the whole of the lot ~~(K)~~ numbered 8 in the Plan**

8.1. The Grantee has at all times (subject to the provisions of this Instrument) the unrestricted right to use the Lot Burdened for the purposes of passing kitchen exhaust through Conducting Media contained within the Lot Burdened as at the date of this Instrument, including without limitation:

- (a) constructing, installing or attaching a kitchen exhaust motor on the roof of the Lot Burdened;
- (b) inspecting, cleaning, repairing, maintaining or renewing all relevant Conducting Media;
- (c) entering those parts of the Lot Burdened as is reasonable required in such manner as is reasonable in the circumstances;
- (d) remaining on the Lot Burdened for such reasonable time as may be necessary

  
.....  
Council Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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 11 of 33)

**DP1142829**

Plan of subdivision of lot 23 in DP 573501  
covered by subdivision certificate  
number 46/2009

**Part 2 (continued)**

in the circumstances;

- (e) taking anything on to the Lot Burdened for purposes associated with the Grantee's rights under this easement; and
- (f) carrying out work to the Lot Burdened for purposes associated with the Grantee's rights under this easement.


8.2. The Grantee is responsible for maintaining and keeping in a good order and state of repair, all Conducting Media used exclusively by the Grantee in connection with its rights in this easement (including any motor constructed, installed or attached by the Grantee in connection with its rights in this easement).

8.3. In exercising the powers conferred by this easement, the Grantee must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (d) restore any excavated surface as nearly as possible to its original state;
- (e) make good any damage attributable to the operations referred to in this clause;
- (f) (if required by the Grantor), be accompanied by a representative of the Grantor and comply with the reasonable directions of the Grantor; and
- (g) procure any relevant Development Consent that may be necessary to enable the carrying out of the relevant work.

8.4. The Grantee may only do a thing under this easement within the Easement Site.

8.5. The rights in and obligations on the Grantee in this easement extend to every Authorised Person.

  
.....  
Council Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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 12 of 33)

**DP1142829**

Plan of subdivision of lot 23 in DP 573501  
covered by subdivision certificate  
number *46/2009*

**Part 2 (continued)**

**9. Terms of easement for exhaust affecting the whole of the lot numbered 9 in the Plan**

9.1. The Grantee has at all times (subject to the provisions of this Instrument) the unrestricted right to use the Lot Burdened for the purposes of passing car park exhaust through Conducting Media contained within the Lot Burdened as at the date of this Instrument, including without limitation:

- (a) inspecting, cleaning, repairing, maintaining or renewing all relevant Conducting Media;
- (b) entering those parts of the Lot Burdened as is reasonable required in such manner as is reasonable in the circumstances;
- (c) remaining on the Lot Burdened for such reasonable time as may be necessary in the circumstances;
- (d) taking anything on to the Lot Burdened for purposes associated with the Grantee's rights under this easement; and
- (e) carrying out work to the Lot Burdened for purposes associated with the Grantee's rights under this easement including the right to open the soil of the Lot Burdened to the extent as may be necessary for these purposes.

9.2. The Grantee is responsible for maintaining and keeping in a good order and state of repair, all Conducting Media used by the Grantee in connection with its rights in this easement or constructed, installed or attached by the Grantee in connection with its rights in this easement.

9.3. In exercising the powers conferred by this easement, the Grantee must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (d) restore any excavated surface as nearly as possible to its original state;

  
.....  
Council Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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 13 of 33)

**DP1142829**

Plan of subdivision of lot 23 in DP 573501  
covered by subdivision certificate  
number 46/2009

**Part 2 (continued)**

- (e) make good any damage attributable to the operations referred to in this clause;
- (f) (if required by the Grantor), be accompanied by a representative of the Grantor and comply with the reasonable directions of the Grantor; and
- (g) procure any relevant Development Consent that may be necessary to enable the carrying out of the relevant work.

9.4. The Grantee may only do a thing under this easement within the Easement Site.

9.5. The rights in and obligations on the Grantee in this easement extend to every Authorised Person.

**10. Terms of easement for services affecting the whole of the lot numbered 10 in the Plan**

10.1. The Grantee has at all times (subject to the provisions of this Instrument) the unrestricted right:

- (a) (except when it is necessary to halt the Service for any essential maintenance or repairs relating to the Service) to the free and uninterrupted storage and passage of a Service, to any extent consistent with the rights of other persons having the same or similar rights, along, through or in a Conducting Medium contained within the Lot Burdened at the date of registration of this Instrument; and
- (b) to carry out an inspection of the Conducting Media to which the right relates.

10.2. Where a Conducting Medium in the Lot Burdened is used exclusively for a Service in connection with the Lot Benefited:

- (a) the Conducting Medium shall be maintained in good order and repaired by the Grantee at the Grantee's expense;
- (b) to enable the Grantee to exercise such rights, the Grantee may:
  - (i) upon giving reasonable notice to the Grantor (except in an emergency when notice is not required), enter such part of the Lot Burdened in such manner and by such route as is reasonable in the circumstances with such workmen and materials as is reasonable and necessary in the circumstances to carry out the Grantee's rights; and

  
.....  
Council Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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 14 of 33)

**DP1142829**

Plan of subdivision of lot 23 in DP 573501  
covered by subdivision certificate  
number 46/2009

**Part 2 (continued)**

- (ii) remain there for such reasonable time as may be necessary in the circumstances.
- 10.3. Where a Conducting Medium in the Lot Burdened is used for a Service in connection with the Lot Burdened and the Lot Benefited (or the Lot Burdened, the Lot Benefited and other Lots), so much of the Conducting Medium as is so jointly used shall be maintained in good order and repaired by the Grantor at the Grantor's expense. The Grantor may suspend use of the relevant Conducting Medium for any reasonable time to carry out its rights in this clause. The Grantor may recover from the Grantee a proportion of such expense (being the proportion which the floor area of the Lot Benefited bears to the aggregate of the floor areas of all Lots which use the Conducting Medium), or as otherwise agreed in writing between the Grantor and the Grantee.
- 10.4. In exercising the powers conferred on it by this easement, the Grantee must:
- (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) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
  - (d) restore any excavated surface as nearly as possible to its original state;
  - (e) make good any damage attributable to the operations referred to in this clause;
  - (f) (if required by the Grantor), be accompanied by a representative of the Grantor and comply with the reasonable directions of the Grantor; and
  - (g) procure any relevant Development Consent that may be necessary to enable the carrying out of the relevant work.
- 10.5. Where the Grantee:
- (a) has failed to carry out a responsibility imposed by clause 10.2(a) or clause 10.4; and
  - (b) the Grantor has given the Grantee written notice of such failure and the

  
.....  
Council Authorised Person



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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 33)

**DP1142829**

Plan of subdivision of lot 23 in DP 573501  
covered by subdivision certificate  
number 46/2009

**Part 2 (continued)**

Grantee has failed to carry out its responsibility within a reasonable time after receipt of the notice,

the Grantor may take all lawful steps necessary to ensure the responsibility is carried out and may recover from the Grantee any expense incurred by the Grantor.

**10.6. Where the Grantor:**

- (a) has failed to carry out a responsibility imposed by clause 10.3; and
- (b) the Grantee has given the Grantor written notice of such failure and the Grantor has failed to carry out its responsibility within a reasonable time after receipt of the notice,

the Grantee may take all lawful steps necessary to ensure the responsibility is carried out and may recover from the Grantor any expense incurred by the Grantee.

**10.7. The Grantee may only do a thing under this easement within the Easement Site.**

**10.8. The rights in and obligations on the Grantee in this easement extend to every Authorised Person.**

**11. Terms of easement for future services affecting the whole of the lot numbered 11 in the Plan**

**11.1. The Grantee has at all times (subject to the provisions of this Instrument) the unrestricted right to use the Lot Burdened to provide Services to and/or from the Lot Benefited and may do anything reasonably necessary for that purpose, including without limitation:**

- (a) (except when it is necessary to halt the Service for any essential maintenance or repairs relating to the Service) to the free and uninterrupted storage and passage of a Service, to any extent consistent with the rights of other persons having the same or similar rights, along, through or in a Conducting Medium within the Lot Burdened;
- (b) constructing, erecting, laying, installing, attaching or placing a Conducting Medium or Conducting Media on, in or under the Lot Burdened for the purposes of the storage or passage of a Service (described in this easement as the "Works") provided:

  
.....  
Council Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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.**

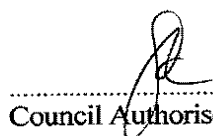
(Sheet 16 of 33)

**DP1142829**

Plan of subdivision of lot 23 in DP 573501  
covered by subdivision certificate  
number 46/2009

**Part 2 (continued)**

- (i) any Conducting Media is constructed, erected, laid, installed, attached or placed within those parts of the Lot Burdened comprising either:
  - (A) the basement levels of the building on the Lot Burdened;
  - (B) an existing Conducting Medium of Conducting Media; or
  - (C) the roof of the building comprising the Lot Burdened;
- (ii) the Grantor procures any relevant Development Consent that may be necessary to the carrying out of the Works;
- (iii) the Works are not inconsistent with the architectural integrity of that part of the Building to which the Works will be attached;
- (iv) the Works do not impact on or affect the structural integrity of any part of the Building to which the Works will be attached; and
- (v) the Works do not impede or obstruct the use by any occupier or owner of any part of the Building which was regularly used by such occupier or owner prior to the carrying out of the Works;
- (c) inspecting, cleaning, repairing, maintaining or renewing a Conducting Medium or Conducting Media in the Lot Burdened;
- (d) entering the Lot Burdened in such manner as is reasonable in the circumstances;
- (e) remaining on the Lot Burdened for such reasonable time as may be necessary in the circumstances;
- (f) taking anything on to the Lot Burdened for purposes associated with the Grantee's rights under this easement; and
- (g) carrying out work to the Lot Burdened for purposes associated with the Grantee's rights under this easement including the right to open the soil of the Lot Burdened to the extent as may be necessary for these purposes.

  
.....  
Council Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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 17 of 33)

**DP1142829**

Plan of subdivision of lot 23 in DP 573501  
covered by subdivision certificate  
number 46/2009

**Part 2 (continued)**

- 11.2. Where a Conducting Medium in the Lot Burdened is used exclusively for a Service in connection with the Lot Benefited:
- (a) the Conducting Medium shall be maintained in good order and repaired by the Grantee at the Grantee's expense;
  - (b) to enable the Grantee to exercise such rights, the Grantee may:
    - (i) upon giving reasonable notice to the Grantor (except in an emergency when notice is not required), enter such part of the Lot Burdened in such manner and by such route as is reasonable in the circumstances with such workmen and materials as is reasonable and necessary in the circumstances to carry out the Grantee's rights; and
    - (ii) remain there for such reasonable time as may be necessary in the circumstances.
- 11.3. Where a Conducting Medium in the Lot Burdened is used for a Service in connection with the Lot Burdened and the Lot Benefited (or the Lot Burdened, the Lot Benefited and other Lots), so much of the Conducting Medium as is so jointly used shall be maintained in good order and repaired by the Grantor at the Grantor's expense. The Grantor may suspend use of the relevant Conducting Medium for any reasonable time to carry out its rights in this clause. The Grantor may recover from the Grantee a proportion of such expense (being the proportion which the floor area of the Lot Benefited bears to the aggregate of the floor areas of all Lots which use the Conducting Medium), or as otherwise agreed in writing between the Grantor and the Grantee.
- 11.4. In exercising the powers conferred by this easement, the Grantee must:
- (a) ensure all work is done properly;
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;
  - (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
  - (d) restore any excavated surface as nearly as possible to its original state;

  
.....  
Council Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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 18 of 33)

**DP1142829**

Plan of subdivision of lot 23 in DP 573501  
covered by subdivision certificate  
number *46/2009*

**Part 2 (continued)**

- (e) make good any damage attributable to the operations referred to in this clause;
- (f) (if required by the Grantor), be accompanied by a representative of the Grantor and comply with the reasonable directions of the Grantor; and
- (g) procure any relevant Development Consent that may be necessary to enable the carrying out of the relevant work.

**11.5. Where the Grantee:**

- (a) has failed to carry out a responsibility imposed by clause 11.2(a) or clause 11.4; and
- (b) the Grantor has given the Grantee written notice of such failure and the Grantee has failed to carry out its responsibility within a reasonable time after receipt of the notice,

the Grantor may take all lawful steps necessary to ensure the responsibility is carried out and may recover from the Grantee any expense incurred by the Grantor.

**11.6. Where the Grantor:**

- (a) has failed to carry out a responsibility imposed by clause 11.3; and
- (b) the Grantee has given the Grantor written notice of such failure and the Grantor has failed to carry out its responsibility within a reasonable time after receipt of the notice,

the Grantee may take all lawful steps necessary to ensure the responsibility is carried out and may recover from the Grantor any expense incurred by the Grantee.

**11.7. The Grantee may only do a thing under this easement within the Easement Site.**

**11.8. The rights in and obligations on the Grantee in this easement extend to every Authorised Person.**

**12. Terms of easement for support and shelter affecting the whole of the lot numbered 12 in the Plan**

**12.1. Full and free right for the subjacent and lateral support of that part of the Building**

.....  
Council Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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 19 of 33)

**DP1142829**

Plan of subdivision of lot 23 in DP 573501  
covered by subdivision certificate  
number 46/2009

**Part 2 (continued)**

erected on the Lot Benefited at the date of this Instrument by all such other parts of the Building erected on the Lot Burdened at the date of this Instrument as are capable of affording support and all ancillary rights and obligations reasonably necessary to make this easement effective.

- 12.2. Full and free right for the shelter of that part of the Building erected on the Lot Benefited at the date of this Instrument by all such other parts of the Building erected on the Lot Burdened at the date of this Instrument as are capable of affording shelter and all ancillary rights and obligations reasonably necessary to make this easement effective.

**13. Terms of easement for emergency egress affecting the whole of the lot numbered 13 in the Plan**

- 13.1. The Grantee has at all times the unrestricted right:

- (a) in the event of fire, other emergency or for fire drill purposes, to pass, go and repass over all those parts of the Lot Burdened which are used as, or designed for, fire or emergency escape purposes (such as, without limiting the intent of this clause, fire escapes stairs, fire tunnels and emergency exit doors); and
- (b) to carry out an inspection of those parts of the Lot Burdened affected by this easement.

- 13.2. The Grantee may only do a thing under this easement within the Easement Site.

- 13.3. The rights in and obligations on the Grantee in this easement extend to every Authorised Person.

**14. Terms of easement for air-conditioning service affecting the whole of the lot numbered 14 in the Plan**

- 14.1. The Grantee has at all times (subject to the provisions of this Instrument) the unrestricted right to use the Lot Burdened for the purposes of passing conditioned air through the Lot Burdened, including without limitation:

- (a) constructing, installing or attaching relevant Conducting Media on, in or under the Lot Burdened (in this easement called the "Works") provided:
  - (i) any Conducting Media is constructed, erected, laid, installed, attached or placed within those parts of the Lot Burdened comprising either:

  
.....  
Council Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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 20 of 33)

**DP1142829**

Plan of subdivision of lot 23 in DP 573501  
covered by subdivision certificate  
number 46/2009

**Part 2 (continued)**

- (A) the basement levels of the building on the Lot Burdened;
  - (B) an existing Conducting Medium of Conducting Media; or
  - (C) the roof of the building comprising the Lot Burdened;
  - (ii) the Grantor procures any relevant Development Consent that may be necessary to the carrying out of the Works;
  - (iii) the Works are not inconsistent with the architectural integrity of that part of the Building to which the works will be attached;
  - (iv) the Works do not impact on or affect the structural integrity of any part of the Building; and
  - (v) the Works do not impede or obstruct the use by any occupier or owner of any part of the Building which was regularly used by such occupier or owner prior to the carrying out of the Works;
  - (b) inspecting, cleaning, repairing, maintaining or renewing all relevant Conducting Media;
  - (c) entering those parts of the Lot Burdened as is reasonable required in such manner as is reasonable in the circumstances;
  - (d) remaining on the Lot Burdened for such reasonable time as may be necessary in the circumstances;
  - (e) taking anything on to the Lot Burdened for purposes associated with the Grantee's rights under this easement; and
  - (f) carrying out work to the Lot Burdened for purposes associated with the Grantee's rights under this easement including the right to open the soil of the Lot Burdened to the extent as may be necessary for these purposes.
- 14.2. The Grantee is responsible for maintaining and keeping in a good order and state of repair, all Conducting Media used by the Grantee in connection with its rights in this easement or constructed, installed or attached by the Grantee in connection with its rights in this easement.

  
.....  
Council Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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 21 of 33)

**DP1142829**

Plan of subdivision of lot 23 in DP 573501  
covered by subdivision certificate  
number 46/2009

**Part 2 (continued)**

14.3. In exercising the powers conferred by this easement, the Grantee must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (d) restore any excavated surface as nearly as possible to its original state;
- (e) make good any damage attributable to the operations referred to in this clause; and
- (f) (if required by the Grantor), be accompanied by a representative of the Grantor and comply with the reasonable directions of the Grantor.

14.4. The Grantee may only do a thing under this easement within the Easement Site.

14.5. The rights in and obligations on the Grantee in this easement extend to every Authorised Person.

**15. Terms of easement for garbage collection variable width limited in stratum (J2) numbered 15 in the Plan**

15.1. The Grantee has the right to go, pass and repass over the Lot Burdened at all times by way of a garbage truck or on foot for all lawful purposes associated with collecting garbage, recyclable materials and garbage bins from the Building.

15.2. The easement right is subject to the conditions that the Grantee and each Authorised Person:

- (a) exercises their respective rights consistently with the rights of all other parties who have the same or similar rights;
- (b) only uses the Easement Site for purposes associated with the collection of garbage, recyclable materials and garbage bins;



.....  
Council Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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 22 of 33)

**DP1142829**

Plan of subdivision of lot 23 in DP 573501  
covered by subdivision certificate  
number 46/2009

**Part 2 (continued)**

- (c) only temporarily parks vehicles on the easement site for purposes associated with the use of the Easement Site;
  - (d) causes as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and
  - (e) causes as little damage as is practicable to the Lot Burdened and any improvement on it.
- 15.3. The Grantee must make good any collateral damage caused to the Lot Burdened as a result of the Grantee or any Authorised Person exercising their rights in this easement.
- 15.4. The Grantee may only do a thing under this easement within the Easement Site.
- 15.5. The rights in, and obligations on, the Grantee in this easement extend to every Authorised Person.
- 16. Terms of easement for wash bay variable width limited in stratum (WB) numbered 16 in the Plan**
- 16.1. The Grantee has the right to enter, be in and use in common with others, the wash bay area on the Lot Burdened.
- 16.2. The easement right is subject to the conditions that the Grantor and each Authorised Person:
- (a) exercises their respective rights consistently with the rights of all other parties who have the same or similar rights;
  - (b) only uses the Easement Site for purposes associated with use as a wash bay;
  - (c) does not permanently park any vehicle of any kind;
  - (d) does not store any item of any kind;
  - (e) complies with the terms of any Strata Management Statement regarding the use of the bicycle storage area;
  - (f) causes as little inconvenience as is practicable to the Grantor and any occupier

  
.....  
Council Authorised Person



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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 23 of 33)


**DP1142829**

Plan of subdivision of lot 23 in DP 573501  
covered by subdivision certificate  
number 46/2009

**Part 2 (continued)**

of the Lot Burdened; and

- (g) causes as little damage as is practicable to the Lot Burdened and any improvement on it.
- 16.3. The Grantee must make good any collateral damage caused to the Lot Burdened as a result of the Grantee or any Authorised Person exercising their rights in this easement.
- 16.4. The Grantee may only do a thing under this easement within the Easement Site.
- 16.5. The rights in, and obligations on, the Grantee in this easement extend to every Authorised Person.
- 17. **Terms of easement for loading bay variable width limited in stratum (LB) numbered 17 in the Plan**
  - 17.1. The Grantee has the right to enter, be in and use in common with others, the loading bay on the Lot Burdened for the purposes of loading and unloading vehicles.
  - 17.2. The Grantor may make reasonable rules about the use of the Easement Site.
  - 17.3. The easement right is subject to the conditions that the Grantor and each Authorised Person:
    - (a) exercise as their respective rights consistently with the rights of all other parties who have the same or similar rights;
    - (b) only use as the Easement Site for the purposes associated with use as a loading bay;
    - (c) does not permanently park any vehicle of any kind;
    - (d) only temporarily parks vehicles for the purposes of loading and unloading goods;
    - (e) complies with the terms of any Strata Management Statement regarding access to and use of the loading bay;
    - (f) causes as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and

  
.....  
Council Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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 24 of 33)

**DP1142829**

Plan of subdivision of lot 23 in DP 573501  
covered by subdivision certificate  
number 46/2009

**Part 2 (continued)**

- (g) causes as little damage as is practicable to the Lot Burdened and any improvement on it.
- 17.4. The Grantee must make good any collateral damage caused to the Lot Burdened as a result of the Grantee or any Authorised Person exercising their rights in this easement.
- 17.5. The Grantee may only do a thing under this easement within the Easement Site.
- 17.6. The rights in, and obligations on, the Grantee in this easement extend to every Authorised Person.
- 18. Terms of easement for telecommunications affecting the whole of the lot numbered 18 in the Plan**
  - 18.1. The Grantee has at all times (subject to the provisions of this Instrument) the unrestricted right to use the Lot Burdened or any part of it to provide Telecommunication Services to and/or from the Lot Benefited or any part of it and may do anything reasonably necessary for that purpose, including without limitation:
    - (a) (except when it is necessary to halt the Telecommunication Service for any essential maintenance or repairs relating to the Telecommunication Service) to the free and uninterrupted storage and passage of a Telecommunication Service along, through or in the relevant Conducting Medium within the Lot Burdened;
    - (b) constructing, erecting, laying, installing, attaching or placing a relevant Conducting Medium or Conducting Media on, in or under the Lot Burdened for the purposes of the storage or passage of a Telecommunication Service;
    - (c) inspecting, cleaning, repairing, maintaining or renewing a Conducting Medium or Conducting Media in the Lot Burdened;
    - (d) entering the Lot Burdened in such manner as is reasonable in the circumstances;
    - (e) remaining on the Lot Burdened for such reasonable time as may be necessary in the circumstances;

  
.....  
Council Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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 25 of 33)

**DP1142829**

Plan of subdivision of lot 23 in DP 573501  
covered by subdivision certificate  
number ~~46/2009~~

**Part 2 (continued)**

- (f) taking anything on to the Lot Burdened for purposes associated with the Grantee's rights under this easement; and
  - (g) carrying out work to the Lot Burdened for purposes associated with the Grantee's rights under this easement including the right to open the soil of the Lot Burdened to the extent as may be necessary for these purposes.
- 18.2. Any Conducting Medium installed in the Lot Burdened by the Grantee in accordance with its rights in this clause shall be maintained in good order and repaired by the Grantee at the Grantee's expense.
- 18.3. To enable the Grantee to exercise its rights in this easement, the Grantee may:
- (a) upon giving reasonable notice to the Grantor (except in an emergency when notice is not required), enter such part of the Lot Burdened in such manner and by such route as is reasonable in the circumstances with such workmen and materials as is reasonable and necessary in the circumstances to carry out the Grantee's rights; and
  - (b) remain there for such reasonable time as may be necessary in the circumstances.
- 18.4. In exercising the powers conferred by this easement, the Grantee must:
- (a) ensure all work is done properly;
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;
  - (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
  - (d) restore any excavated surface as nearly as possible to its original state;
  - (e) make good any damage attributable to the operations referred to in this clause; and
  - (e) procure any relevant Development Consent that may be necessary to enable the carrying out of the relevant work.

  
.....  
Council Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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 26 of 33)

**DP1142829**

Plan of subdivision of lot 23 in DP 573501  
covered by subdivision certificate  
number 46/2009

**Part 2 (continued)**

18.5. The Grantee may only do a thing under this easement within the Easement Site.

18.6. The rights in and obligations on the Grantee in this easement extend to every Authorised Person.

**19. Terms of restriction on the use of land numbered 19 in the Plan**

19.1. Each of the on-site residential car parking spaces in the Stratum Lot 1 Building may only be used by a party who is either a resident of premises in the Stratum Lot 1 Building or a resident of premises in the Stratum Lot 2 Building.

19.2. This restriction may only be released, varied or modified by the Council.

**20. Terms of restriction on the use of land numbered 20 in the Plan**

20.1. Each of the on-site residential car parking spaces in the Stratum Lot 2 Building may only be used by a party who is either a resident of premises in the Stratum Lot 1 Building or a resident of premises the Stratum Lot 2 Building.

20.2. This restriction may only be released, varied or modified by the Council.

**21. Terms of restriction on the use of land numbered 21 in the Plan**


21.1. Each of the on-site visitor car parking spaces in the Stratum Lot 2 Building may only be used by visitors to residents of premises in either the Stratum Lot 1 Building or the Stratum Lot 2 Building.

21.2. This restriction may only be released, varied or modified by the Council.

**22. Terms of restriction on the use of land numbered 22 in the Plan**

22.1. Each of the on-site car parking spaces in basement level B1 of the Stratum Lot 3 Building may only be used by customers of the retail premises located on the north-western corner of the ground floor of that part of Stratum Lot 3 Building situated under Stratum Lot 2 Building.

22.2. This restriction may only be released, varied or modified by the Council.

  
.....  
Council Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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 27 of 33)

**DP1142829**

Plan of subdivision of lot 23 in DP 573501  
covered by subdivision certificate  
number 46/2009

**Part 2 (continued)**

**23. Terms of restriction on the use of land numbered 23 in the Plan**


- 23.1. Each of the on-site retail car parking spaces in basement level B2 of the Stratum Lot 3 Building may only be used by occupiers and tenants of retail premises located on the ground level of that part of Stratum Lot 3 Building situated under building B.
- 23.2. This restriction may only be released, varied or modified by the Council.

**24. Terms of restriction on the use of land numbered 24 in the Plan**

- 24.1. Subject to the provisions of clause 24.2, those parts of Stratum Lot 1 Building comprising residential apartments may only be used and occupied for the sole purpose of permanent residential accommodation and may not be used for the purpose of a hotel, motel, serviced apartments, private hotel, boarding house, tourist accommodation or the like.
- 24.2. A residential apartment referred to in clause 24.1 may be used for any purpose outside that specified in clause 24.1 if there is in place the relevant Development Consent for that use.
- 24.3. This restriction may only be released, varied or modified by the Council.

**25. Terms of restriction on the use of land numbered 25 in the Plan**

- 25.1. Subject to the provisions of clause 25.2, those parts of Stratum Lot 2 Building comprising residential apartments may only be used and occupied for the sole purpose of permanent residential accommodation and may not be used for the purpose of a hotel, motel, serviced apartments, private hotel, boarding house, tourist accommodation or the like.
- 25.2. A residential apartment referred to in clause 25.1 may be used for any purpose outside that specified in clause 25.1, if there is in place the relevant Development Consent for that use.
- 25.3. This restriction may only be released, varied or modified by the Council.

  
.....  
Council Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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 28 of 33)

**DP1142829**

Plan of subdivision of lot 23 in DP 573501  
covered by subdivision certificate  
number 46/2009

**Part 2 (continued)**

**26. Definitions**

In this Instrument, the following words have the following meaning:

**“Authorised Person”** means a person, body or authority authorised by the Grantee and without limitation, where applicable, includes the Grantee’s tenants, licensees, visitors, employees and contractors.

**“Authority”** means any Governmental Agency or any other authority or body having authority over or jurisdiction in respect of the Building.

**“Building”** means the building erected on the Land.

**“Building B”** means that part of Stratum Lot 1 Building comprising building B.

**“Claim”** means a claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding or right of action.

**“Conducting Media”** means more than one Conducting Medium.

**“Conducting Medium”** means any wire, cable, pipe, line, duct, chute including without limitation garbage chutes, drain, water storage tank, cooling tower, exhaust flue or duct, kitchen flue or duct, riser duct, service duct, motor, air conditioning unit and other apparatus or plant through or in which a Service passes or is stored or contained.


**“Conveyancing Act”** means the *Conveyancing Act 1919 (NSW)* as that Act may be amended from time to time and includes any regulations under that Act.

**“Council”** means the Council of the City of Sydney.

**“Development Application”** means an application for a development consent made under the *Environmental Planning and Assessment Act 1979 (NSW)*: the expression includes all amendments and variations to any application.

**“Development Consent”** means a consent to a Development Application issued under the *Environmental Planning and Assessment Act 1979 (NSW)*: the expression includes all amendments and variations to that consent.

**“Easement Site”** means the site of an easement the subject of this Instrument.

  
.....  
Council Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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 29 of 33)

**DP1142829**

Plan of subdivision of lot 23 in DP 573501  
covered by subdivision certificate  
number 46/2009

**Part 2 (continued)**

**"Grantee"** means the owner, or if more than one jointly the owners, of an estate in fee simple of a Lot Benefited.

**"Grantor"** means the owner, or if more than one jointly the owners, of an estate in fee simple of a Lot Burdened.

**"Instrument"** means this instrument.

**"Item"** means any item of furniture or equipment.

**"Land"** means the land subdivided by the Plan being lot 23 in deposited plan 573501.

**"Lot"** means a Stratum Lot in the Plan or a Strata Lot.

**"Lot Benefited"** in connection with a restriction, easement or covenant the subject of this Instrument, means the Lot benefited by the relevant restriction, easement or covenant.

**"Lot Burdened"** in connection with a restriction, easement or covenant the subject of this Instrument, means the Lot burdened by the relevant restriction, easement or covenant.

**"Owners Corporation"** means the owners corporation constituted on registration of a Strata Plan.

**"Passive Recreational Use"** means any use associated with a passive, rather than an active, activity: for the purpose of guidance, Passive Recreational Uses do not include activities such as:

- (a) arranged or group activities;
- (b) meetings;
- (c) activities which involve the emission of noise or any kind;
- (d) activities which involve soliciting; and
- (e) ball games.

**"Plan"** means the plan to which this Instrument relates.



.....  
Council Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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 30 of 33)

**DP1142829**

Plan of subdivision of lot 23 in DP 573501  
covered by subdivision certificate  
number 46/2009

**Part 2 (continued)**

**"Prohibited Vehicle"** means caravans, boats, trailers and other similar vehicles.

**"Repair"** means to clean, maintain, renew or replace.

**"Service"** includes water, hot water, stormwater, sewerage, drainage, sullage, fluid wastes, gas, electricity, oil, ventilation, exhaust, kitchen exhaust, air, ducted air, conditioned air, garbage, telephone, telecommunications, television impulses or signal, radio impulses or signals, or any other prescribed service.

**"Sign"** includes placards, advertising material, directional signs, notices, balloons and signs of any and every kind.

**"Strata Building"** means a building the subject of a Strata Scheme (being a Stratum Lot subdivided under the *Strata Freehold Development Act*).

**"Strata Freehold Development Act"** means the *Strata Schemes (Freehold Development) Act 1973 (NSW)* as that Act may be amended from time to time and includes any regulations under that Act.

**"Strata Lot"** means a lot in a Strata Plan.

**"Strata Plan"** means a plan of subdivision under the Strata Freehold Development Act.

**"Strata Scheme"** means the strata scheme constituted on registration of a Strata Plan.


**"Strata Management Statement"** means a strata management statement registered in accordance with the provisions of Division 2B of the Strata Freehold Development Act.

**"Stratum Lot"** means a lot in a Stratum Plan.

**"Stratum Plan"** means a plan of subdivision which meets the definition of "current plan" as defined by section 7A of the *Conveyancing Act 1919 (NSW)* which has not been subdivided under the Strata Freehold Development Act.

**"Stratum Lot 1 Building"** means the building erected on lot 1 in the Plan (being also known as building R and B).

**"Stratum Lot 2 Building"** means the building erected on lot 2 in the Plan (being also known as building M and W).

  
.....  
Council Authorised Person



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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 31 of 33)

**DP1142829**

Plan of subdivision of lot 23 in DP 573501  
covered by subdivision certificate  
number 46/2009

**Part 2 (continued)**

**“Stratum Lot 3 Building”** means the retail/commercial building erected on lot 3 in the Plan.

**“Telecommunications Service”** includes computer, internet, telephone, telecommunications, television impulses or signal, radio impulses or signals, or any other prescribed or similar service.

**“Vehicle”** includes motor cars, motor cycles, bicycles and trucks.

**“Works”** means works of any kind including construction.

**27. Interpretation**

27.1. The expression “Grantor” includes the Grantor, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment.


27.2. The expression “Grantee” includes the Grantee, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it with which the right is capable of enjoyment.

27.3. Each Grantor and Grantee:

- (a) is bound by, and must comply with, the terms of each relevant easement, covenant and restriction in this Instrument; and
- (b) must use reasonable endeavours to ensure its Authorised Persons comply with the terms each relevant easement, covenant and restriction when exercising their rights or complying with their obligations in this Instrument.

27.4. Where the Lot Benefited is the subject of a Strata Scheme, reference to “Grantee” is a reference to:

- (a) a proprietor of a lot in the Strata Scheme or any person entitled under any Act to immediate possession of such a lot;
- (b) the Owners Corporation constituted on registration of the Strata Plan; and
- (c) any person authorised by either of the parties referred to in clauses 27.4(a) and 27.4(b).

  
.....  
Council Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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 32 of 33)

**DP1142829**

Plan of subdivision of lot 23 in DP 573501  
covered by subdivision certificate  
number 46/2009

**Part 2 (continued)**

- 27.5. Where the Lot Burdened is the subject of a Strata Scheme, reference to "Grantor" is a reference to the Owners Corporation constituted on registration of the Strata Plan to which the Strata Scheme relates.
- 27.6. If the use of an Easement Site or a Conducting Medium or the costs relevant to the use, maintenance, repair, replacement or insurance of any Easement Site, covenant or restriction or Conducting Medium are covered or regulated by a Strata Management Statement, then:
- (a) the terms of that Strata Management Statement:
    - (i) apply to that use or cost; and
    - (ii) bind the relevant Grantor and Grantee; and
  - (b) to the extent of any inconsistency between a Strata Management Statement and the terms of the relevant easement, covenant or restriction in this Instrument, then the terms of the Strata Management Statement prevail to the extent of the inconsistency.
- 27.7. If the use of an Easement Site of a Conducting Medium or the costs relevant to the use, maintenance, repair, replacement or insurance of an Easement Site or a Conducting Medium are not covered by this Instrument or a Strata Management Statement, then the Grantor is responsible for those costs.
- 27.8. Notwithstanding anything to the contrary in this Instrument, where an Easement Site includes a structure, the right to use the Easement Site does not extend to the structure unless otherwise stated in the terms of the relevant easement.
- 27.9. Reference in an easement in this Instrument to go, pass and repass by foot includes the right to go, pass and repass in a vehicle for disabled purposes unless the relevant Easement Site is not designed for disabled access.
- 27.10. Notwithstanding anything to the contrary in this Instrument or a Strata Management Statement, no term in a Strata Management Statement must be read or interpreted to affect the purpose or operation of an easement in this Instrument.

  
.....  
Council Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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 33 of 33)

**DP1142829**

Plan of subdivision of lot 23 in DP 573501  
covered by subdivision certificate  
number 46/2009

**Dated:**

**Execution by registered proprietor:**

Executed by **BBB CONSTRUCTIONS  
PTY LIMITED ACN 119 554 700** in  
accordance with section 127 of the  
*Corporations Act 2001 (C'th)*

Signature of director

PHILIP BART  
Name of director (printed)

Signature of director/secretary

NICHOLAS BETTAR  
Name of director/secretary (printed)

**Execution by registered mortgagee:**

Signed for and on behalf of  
COMMONWEALTH BANK  
OF AUSTRALIA ACN 123 123 124 by

Dino Papa

As duly appointed attorney under  
Power of Attorney Book 4548 Number 494  
Dated 9 July 2008 who by executing  
this deed confirms that there has been no  
notice received of revocation of the Attorney  
in the presence of

Signature of Witness

Name of Witness

Mark Tryphon  
201 SUSSEX ST, SYDNEY NSW

.....  
Council Authorised Person

REGISTERED



20.11.2009

## LEVEL 1 LOCATION PLAN

Surveyor : ANTHONY GUY MITCHELL  
Surveyor's Ref : 2152SPRMW  
Subdivision No : 2009/0091  
Lengths are in metres. Reduction Ratio 1 :

Registered

23.11.2009

SP82782

SURVEYOR'S REFERENCE: 2152SPRMW

ISSUED: 15 Oct, 2009



00 10 20 30 40 50 Table of mm 90 100 110 120 130 140



## BASEMENT LEVEL 2 & BELOW LOCATION PLAN

### LEGEND

- CS DENOTES CAR SPACE
- DC DENOTES DISABLED CAR SPACE
- VC DENOTES VISITOR CAR SPACE
- 1 DP DENOTES LOT 1 IN DEPOSIT PLAN No. DP114/2829
- 3 DP DENOTES LOT 3 IN DEPOSIT PLAN No. DP114/2829

FOR EASEMENTS, RESTRICTIONS AND RIGHTS OF ACCESS  
REFER TO DP114/2829

FOR LEGIBILITY NOT ALL COMMON PROPERTY  
STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL

Surveyor's Ref : 2152SPRMW

Subdivision No : 2009/0091

Lengths are in metres. Reduction Ratio 1 : 250

Registered

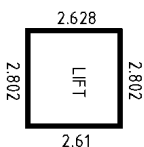


23.11.2009

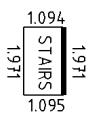
SP82782

SURVEYOR'S REFERENCE: 2152SPRMW

ISSUED: 15 Oct, 2009

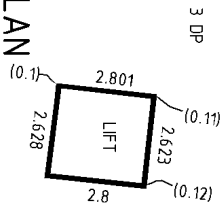


3 DP



### BASEMENT LEVEL 1 LOCATION PLAN

(NO FLOOR PLAN PROVIDED AS BASEMENT LEVEL 1 CONTAINS ONLY COMMON PROPERTY)



3 DP

**LEGEND**  
3 DP DENOTES LOT 3 IN DEPOSIT PLAN No. DP1142829

#### NOTES

FOR EASEMENTS, RESTRICTIONS AND RIGHTS OF ACCESS  
REFER TO DP1142829

FOR LEGIBILITY NOT ALL COMMON PROPERTY  
STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL  
Surveyor's Ref : 215ZSPRMW  
Subdivision No : 2009/0091  
Lengths are in metres. Reduction Ratio 1 : 150



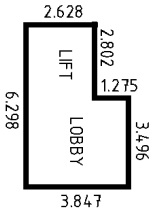
Registered  
23.11.2009

SP82782

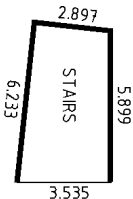
00	10	20	30	40	50	Table of mm	90	100	110	120	130	140
----	----	----	----	----	----	-------------	----	-----	-----	-----	-----	-----

SURVEYOR'S REFERENCE: 215ZSPRMW

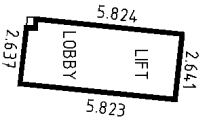
ISSUED: 15 Oct, 2009



3 DP



3 DP



**LEGEND**  
3 DP DENOTES LOT 3 IN DEPOSIT PLAN No. DP1142829

## GROUND LEVEL LOCATION PLAN

(NO FLOOR PLAN PROVIDED AS GROUND LEVEL CONTAINS ONLY  
COMMON PROPERTY)

FOR EASEMENTS, RESTRICTIONS AND RIGHTS OF ACCESS  
REFER TO DP1142829

FOR LEGIBILITY NOT ALL COMMON PROPERTY  
STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL

Surveyor's Ref : 215ZSPRMW

Subdivision No : 2009/0091

Lengths are in metres. Reduction Ratio 1 : 200

Registered



23.11.2009

SP82782



FOR EASEMENTS, RESTRICTIONS AND RIGHTS OF ACCESS  
REFER TO DP114,2829

## LEVEL 2 & ABOVE LOCATION PLAN

FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL

Surveyor's Ref : 2152SPRMW

Subdivision No : 2009/0091

Lengths are in metres. Reduction Ratio 1 : 250

Registered

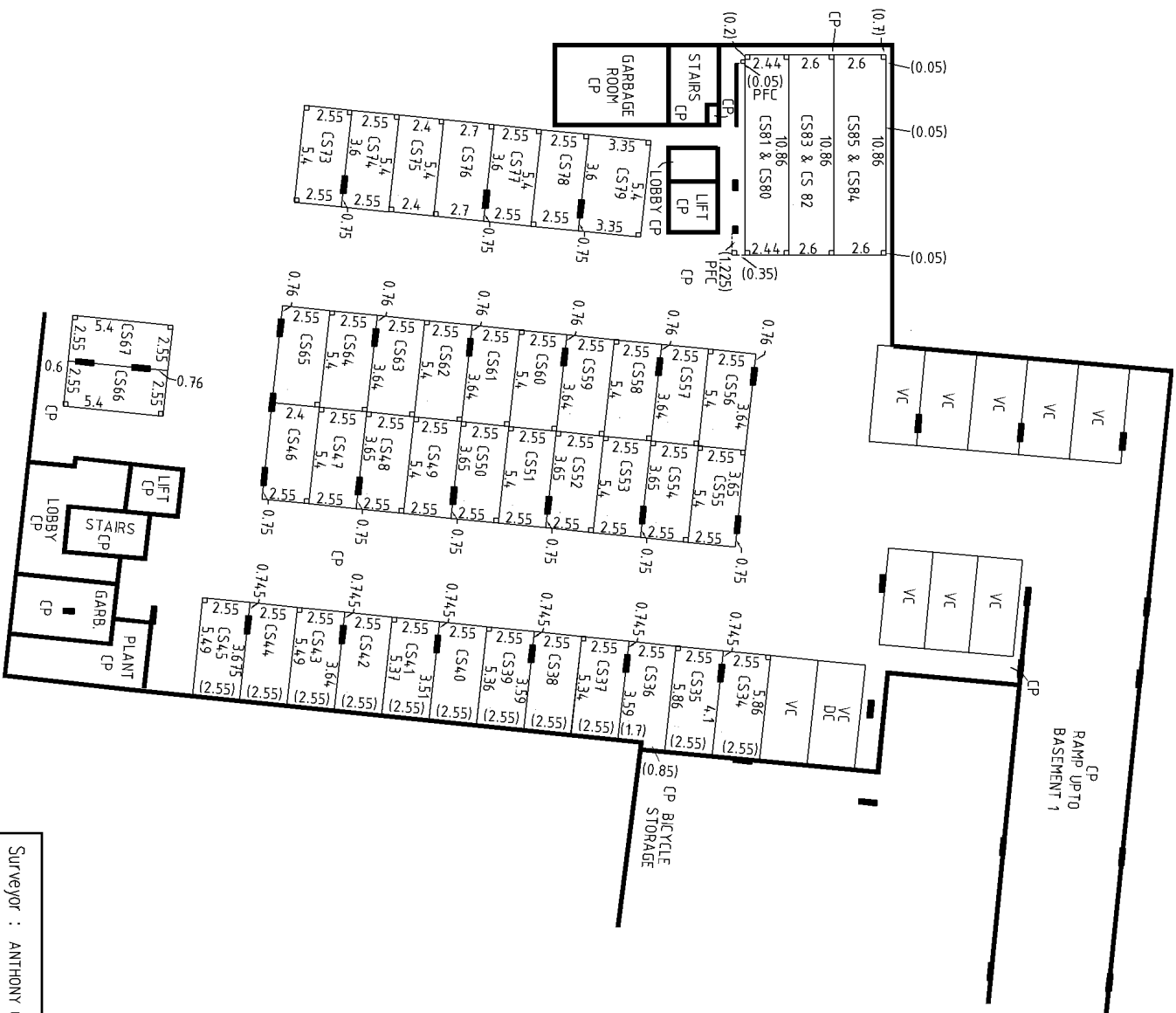
23.11.2009

SP82782

SURVEYOR'S REFERENCE: 2152SPRMW

ISSUED: 15 Oct, 2009





## CARSPACES

CS3A	DENOTES LOT	49	TOTAL	15	m <sup>2</sup>
CS3B	DENOTES LOT	50	TOTAL	15	m <sup>2</sup>
CS3C	DENOTES LOT	51	TOTAL	15	m <sup>2</sup>
CS3D	DENOTES LOT	52	TOTAL	14	m <sup>2</sup>
CS3E	DENOTES LOT	53	TOTAL	13	m <sup>2</sup>
CS3F	DENOTES LOT	54	TOTAL	13	m <sup>2</sup>
CS3G	DENOTES LOT	55	TOTAL	13	m <sup>2</sup>
CS3H	DENOTES LOT	56	TOTAL	13	m <sup>2</sup>
CS3I	DENOTES LOT	57	TOTAL	14	m <sup>2</sup>
CS3J	DENOTES LOT	58	TOTAL	14	m <sup>2</sup>
CS3K	DENOTES LOT	59	TOTAL	14	m <sup>2</sup>
CS3L	DENOTES LOT	60	TOTAL	13	m <sup>2</sup>
CS3M	DENOTES LOT	61	TOTAL	13	m <sup>2</sup>
CS3N	DENOTES LOT	62	TOTAL	13	m <sup>2</sup>
CS3O	DENOTES LOT	63	TOTAL	13	m <sup>2</sup>
CS3P	DENOTES LOT	64	TOTAL	13	m <sup>2</sup>
CS3Q	DENOTES LOT	65	TOTAL	13	m <sup>2</sup>
CS3R	DENOTES LOT	66	TOTAL	13	m <sup>2</sup>
CS3S	DENOTES LOT	67	TOTAL	13	m <sup>2</sup>
CS3T	DENOTES LOT	68	TOTAL	13	m <sup>2</sup>
CS3U	DENOTES LOT	69	TOTAL	13	m <sup>2</sup>
CS3V	DENOTES LOT	70	TOTAL	13	m <sup>2</sup>
CS3W	DENOTES LOT	71	TOTAL	13	m <sup>2</sup>
CS3X	DENOTES LOT	72	TOTAL	13	m <sup>2</sup>
CS3Y	DENOTES LOT	73	TOTAL	13	m <sup>2</sup>
CS3Z	DENOTES LOT	74	TOTAL	13	m <sup>2</sup>
CS3A	DENOTES LOT	75	TOTAL	13	m <sup>2</sup>
CS3B	DENOTES LOT	76	TOTAL	13	m <sup>2</sup>
CS3C	DENOTES LOT	77	TOTAL	13	m <sup>2</sup>
CS3D	DENOTES LOT	78	TOTAL	13	m <sup>2</sup>
CS3E	DENOTES LOT	79	TOTAL	13	m <sup>2</sup>
CS3F	DENOTES LOT	80	TOTAL	13	m <sup>2</sup>
CS3G	DENOTES LOT	81	TOTAL	13	m <sup>2</sup>
CS3H	DENOTES LOT	82	TOTAL	13	m <sup>2</sup>
CS3I	DENOTES LOT	83	TOTAL	13	m <sup>2</sup>
CS3J	DENOTES LOT	84	TOTAL	13	m <sup>2</sup>
CS3K	DENOTES LOT	85	TOTAL	14	m <sup>2</sup>
CS3L	DENOTES LOT	86	TOTAL	14	m <sup>2</sup>
CS3M	DENOTES LOT	87	TOTAL	13	m <sup>2</sup>
CS3N	DENOTES LOT	88	TOTAL	13	m <sup>2</sup>
CS3O	DENOTES LOT	89	TOTAL	18	m <sup>2</sup>
CS3P	DENOTES LOT	90	TOTAL	28	m <sup>2</sup>
CS3Q	DENOTES LOT	91	TOTAL	28	m <sup>2</sup>
CS3R	DENOTES LOT	92	TOTAL	28	m <sup>2</sup>

**LEGEND**

CP DENOTES COMMON PROPERTY

CS DENOTES CARSPACE

DC DENOTES DISABLED CAR SPACE

GARB DENOTES GARBAGE ROOM

PFC DENOTES PROLONGATION OF FACE OF COLUMN

VC DENOTES VISITOR CARSPACE (CP)

## SYMBOLS

90° DENOTES PROLONGATION OF

90° FACE OF COLUMN OR WALL

90° UNLESS OTHERWISE SHOWN

90° DENOTES PROLONGATION OF

90° CENTRELINE OF COLUMN OR

90° WALL UNLESS OTHERWISE

90° DENOTES 90° ANGLE

## BASEMENT 2 FLOOR PLAN

AREAS ARE APPROXIMATE.

FOR LEGIBILITY NOT ALL COMMON PROPERTY

STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL

Surveyor's Ref : 2152SPRMMW

Subdivision No : 2009/0091

Lengths are in metres. Reduction Ratio 1 : 250

Registered

23.11.2009

SP82782

SURVEYOR'S REFERENCE: 2152SPRMMW

ISSUED: 15 Oct, 2009

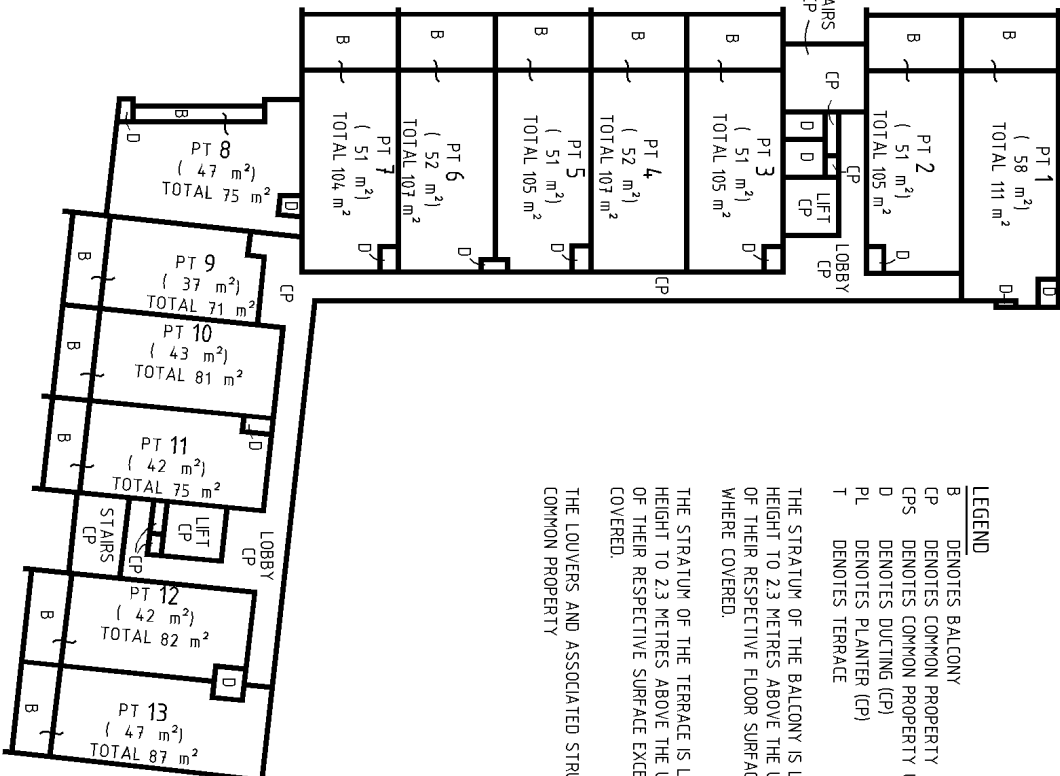
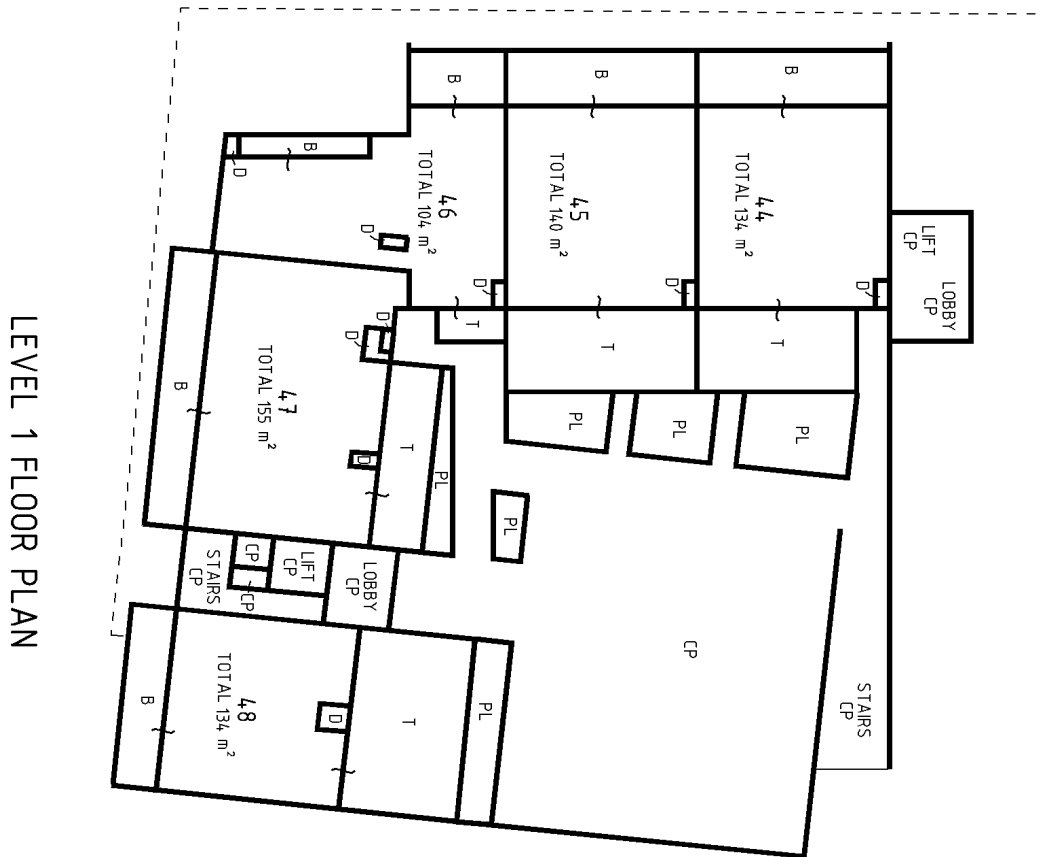
**LEGEND**

- B DENOTES BALCONY  
 CP DENOTES COMMON PROPERTY  
 CPS DENOTES COMMON PROPERTY UNDERSTAIRS  
 D DENOTES DUCTING (CP)  
 PL DENOTES PLANTER (CP)  
 T DENOTES TERRACE

THE STRATUM OF THE BALCONY IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR SURFACE EXCEPT WHERE COVERED.

THE STRATUM OF THE TERRACE IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE SURFACE EXCEPT WHERE COVERED.

THE LOUVERS AND ASSOCIATED STRUCTURE ARE COMMON PROPERTY



LEVEL 1 FLOOR PLAN

LEVEL 2 FLOOR PLAN

AREAS ARE APPROXIMATE.  
 FOR LEGIBILITY NOT ALL COMMON PROPERTY  
 STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL

Surveyor's Ref : 2152SPRMW

Subdivision No : 2009/0091

Lengths are in metres. Reduction Ratio 1 : 250

Registered

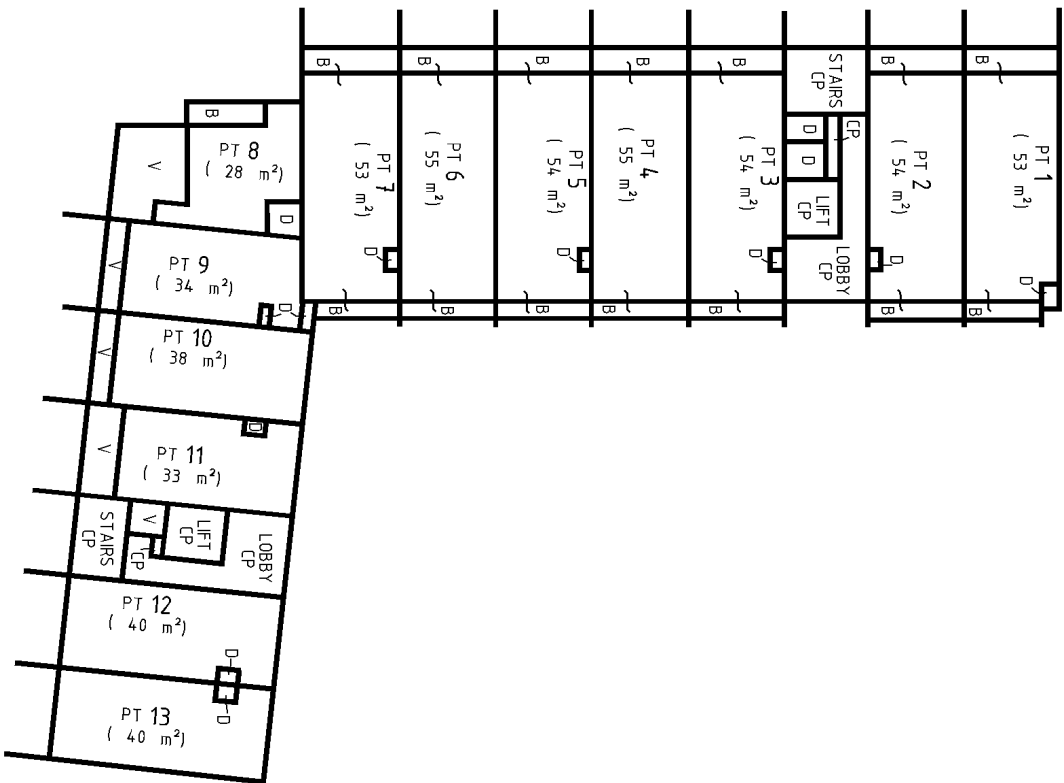


23.11.2009

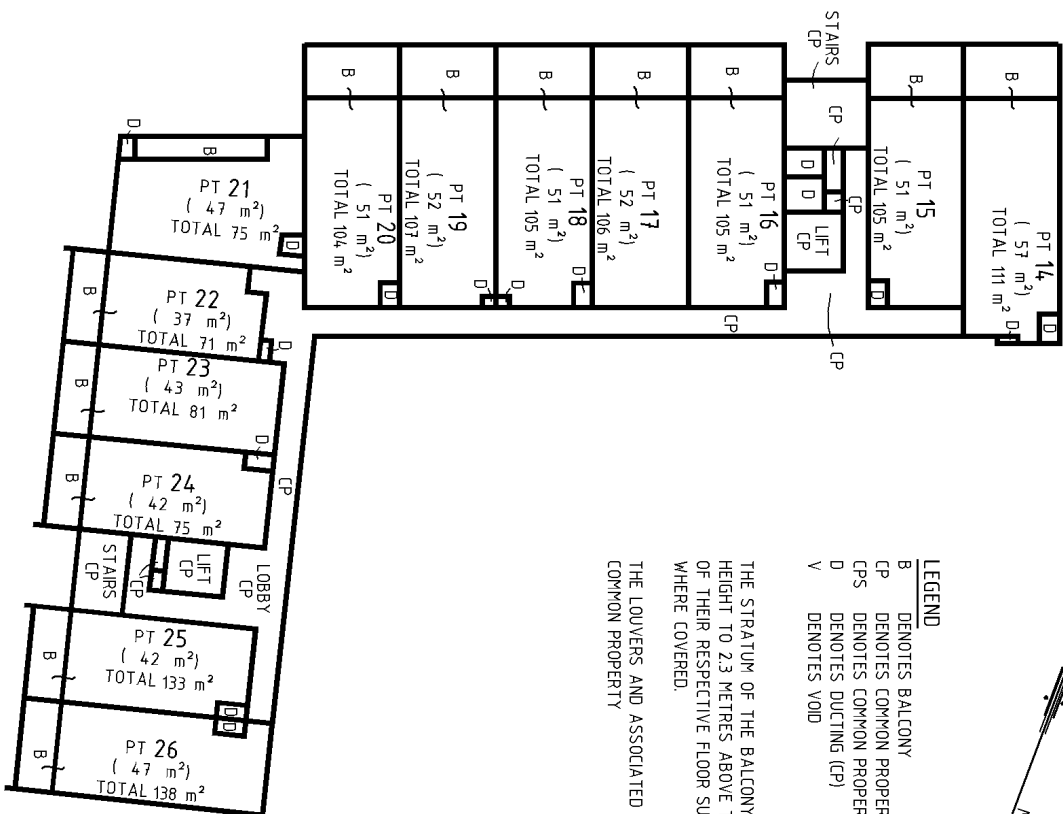
SP82782

SURVEYOR'S REFERENCE: 2152SPRMW

ISSUED: 15 Oct, 2009



LEVEL 3 FLOOR PLAN



LEVEL 4 FLOOR PLAN

- LEGEND**
- B DENOTES BALCONY
  - CP DENOTES COMMON PROPERTY
  - CPS DENOTES COMMON PROPERTY UNDERSTAIRS
  - D DENOTES DUCTING (CP)
  - V DENOTES VOID

THE STRATUM OF THE BALCONY IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR SURFACE EXCEPT WHERE COVERED.

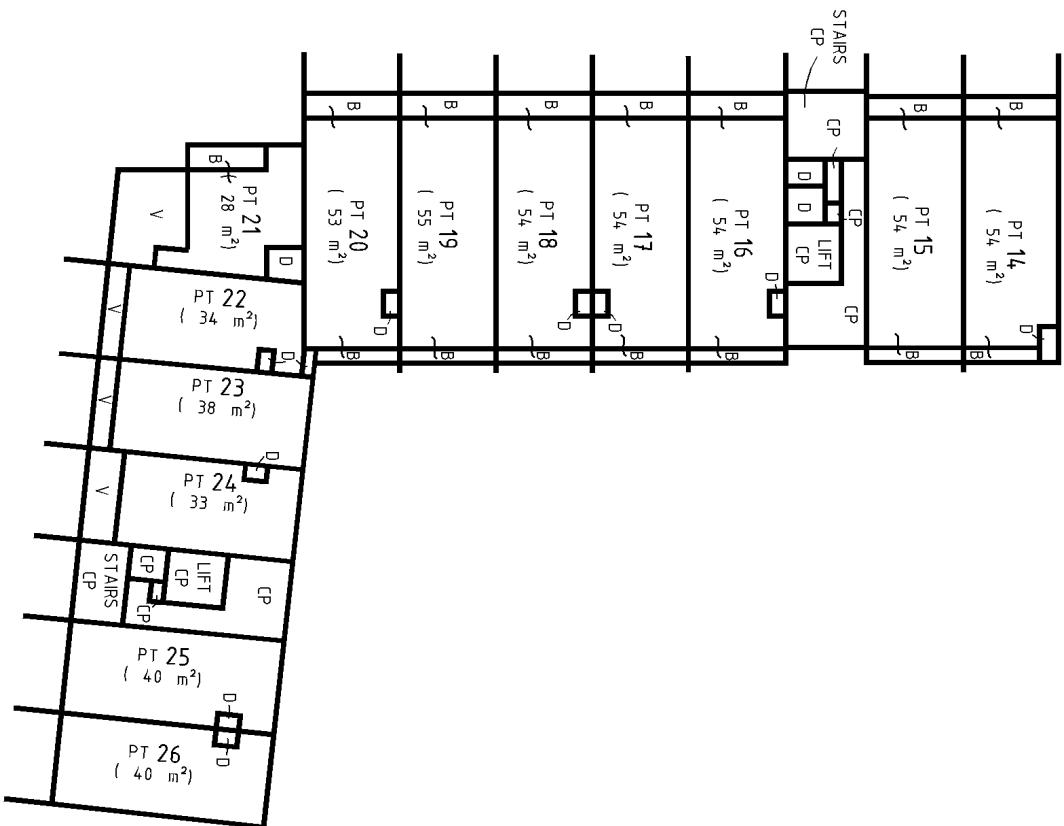
THE LOUVERS AND ASSOCIATED STRUCTURE ARE COMMON PROPERTY

AREAS ARE APPROXIMATE.  
FOR LEGIBILITY NOT ALL COMMON PROPERTY  
STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

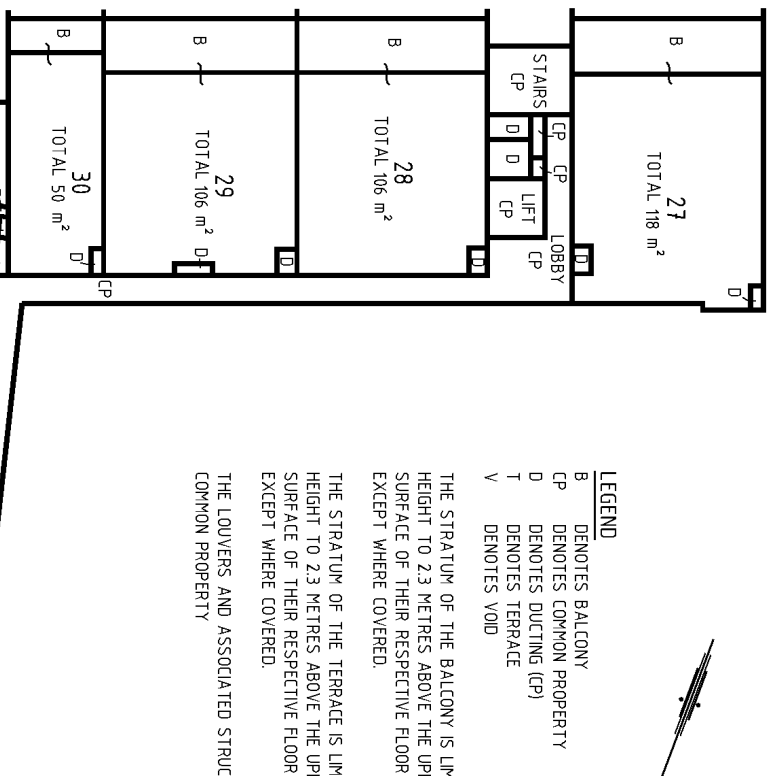
Surveyor : ANTHONY GUY MITCHELL  
Surveyor's Ref : 215ZSPRMW  
Subdivision No : 2009/0091  
Lengths are in metres. Reduction Ratio 1 : 250

Registered  
23.11.2009

SP82782



LEVEL 5 FLOOR PLAN



LEVEL 6 FLOOR PLAN

- LEGEND**
- B DENOTES BALCONY
  - CP DENOTES COMMON PROPERTY
  - D DENOTES DUCTING (CP)
  - T DENOTES TERRACE
  - V DENOTES VOID

THE STRATUM OF THE BALCONY IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR SURFACE EXCEPT WHERE COVERED.

THE STRATUM OF THE TERRACE IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR SURFACE EXCEPT WHERE COVERED.

THE LOUVERS AND ASSOCIATED STRUCTURE ARE COMMON PROPERTY



AREAS ARE APPROXIMATE.  
FOR LEGIBILITY NOT ALL COMMON PROPERTY  
STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL

Surveyor's Ref : 2152SPRMW

Subdivision No : 2009/0091

Lengths are in metres. Reduction Ratio 1 : 200

Registered

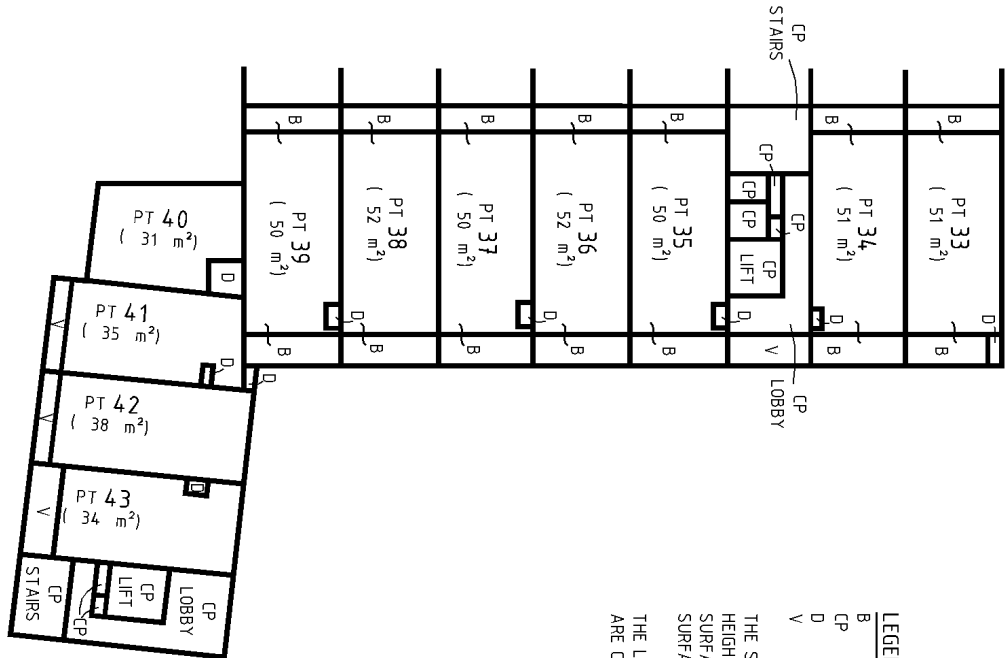
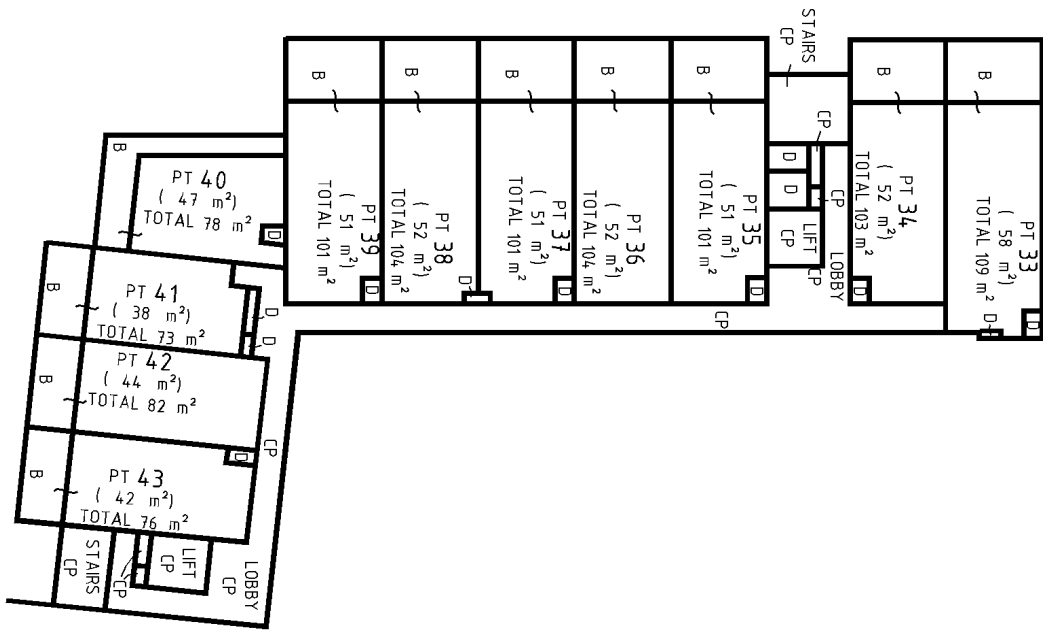


23.11.2009

SP82782

SURVEYOR'S REFERENCE: 2152SPRMW

ISSUED: 15 Oct, 2009



- LEGEND**
- B DENOTES BALCONY
  - CP DENOTES COMMON PROPERTY
  - D DENOTES DUCTING (CP)
  - V DENOTES VOID

THE STRATUM OF THE BALCONY IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR SURFACE EXCEPT WHERE COVERED.

THE LOUVERS AND ASSOCIATED STRUCTURE ARE COMMON PROPERTY

LEVEL 7 FLOOR PLAN

LEVEL 8 FLOOR PLAN

AREAS ARE APPROXIMATE.  
FOR LEGIBILITY NOT ALL COMMON PROPERTY  
STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL Surveyor's Ref : 215ZSPRMW	Registered 23.11.2009	SP82782
Subdivision No : 2009/0091 Lengths are in metres. Reduction Ratio 1 : 200		

# STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

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

The Owners - Strata Plan No 82782

BUILDING "M" & "W"  
 222 BOTANY RD,  
 ALEXANDRIA, 2015

## SP82782

Registered:  23.11.2009

Purpose: STRATA PLAN

### PLAN OF SUBDIVISION OF LOT 2 IN DP1142829

\*RESIDENTIAL Model By-laws adopted for this scheme

\*Keeping of Animals: Option A/B/C

\*Schedule of By-laws in 30 sheets filed with plan

\*No By-laws apply

\*Strike out whichever is inapplicable

#### Strata Certificate

(1) The Council of .....

\*The Accredited Certifier GARRY RYAN .....

Accreditation No. PPB 0565 .....

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 2007,

\* (b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1996 and clause 30A of the Strata Schemes (Leasehold Development) Regulation 2007, 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) 49-92 .....

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 1996.

Date 28/10/09 .....

Subdivision No. 2009/0091 .....

Relevant Development Consent No. D/2009/257 .....

issued by SYDNEY CITY COUNCIL .....

  
 Authorised Person / General Manager / Accredited Certifier

\* Strike through if inapplicable.

LGA: SYDNEY

Suburb/Locality: ALEXANDRIA

Parish: ALEXANDRIA

County: CUMBERLAND

#### Surveyor's Certificate

I. ANTHONY GUY MITCHELL

Of Stratasurv PO Box 305 FIVE DOCK NSW 2046

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

(1) each applicable requirement of 'Schedule 1A to the Strata Schemes (Freehold Development) Act 1973 or 'Schedule 1A to the Strata Schemes (Leasehold Development) Act 1996 has been met:

(2) \* (a) the building encroaches on a public place;  
 \* (b) the building encroaches on land (other than a public place), in respect of which encroachment an appropriate easement:

\* has been created by registered + .....

\* is to be created under section 88B of the Conveyancing Act 1919

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

Signature:  .....

Date: 28/10/09 .....

\* Delete if inapplicable

+ State whether dealing or plan, and quote registered number.

SURVEYOR'S REFERENCE: 2152SPRMW

# STRATA PLAN ADMINISTRATIVE SHEET

Sheet 2 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT 2 IN  
DP1142829

SP82782

Registered:  23.11.2009

Strata Certificate Details: Subdivision No: 2009/0091

Date: 28/10/09

## SCHEDULE OF UNIT ENTITLEMENT

(if insufficient space use additional annexure sheet)

LOT No.	ENTITLEMENT	LOT No.	ENTITLEMENT	LOT No.	ENTITLEMENT	LOT No.	ENTITLEMENT
1	204	25	172	49	16	73	16
2	206	26	172	50	16	74	16
3	206	27	213	51	16	75	16
4	206	28	200	52	16	76	16
5	206	29	200	53	16	77	16
6	206	30	136	54	16	78	16
7	206	31	208	55	16	79	16
8	162	32	178	56	16	80	16
9	158	33	215	57	16	81	16
10	160	34	211	58	16	82	16
11	160	35	211	59	16	83	16
12	160	36	211	60	16	84	16
13	164	37	211	61	16	85	16
14	211	38	211	62	16	86	16
15	215	39	211	63	16	87	16
16	215	40	176	64	16	88	16
17	215	41	172	65	16	89	16
18	215	42	174	66	16	90	32
19	215	43	190	67	16	91	32
20	215	44	200	68	16	92	32
21	168	45	200	69	16	TOTAL	10000
22	164	46	194	70	16		
23	166	47	213	71	16		
24	166	48	200	72	16		

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants  
 (if insufficient space use additional annexure sheet)

PURSUANT TO SEC 88B OF CONVEYANCING ACT 1919 AND SEC 7(3) OF THE STRATA SCHEME (FREEHOLD DEVELOPMENT) ACT 1973, IT IS INTENDED TO CREATE:

1. RESTRICTION ON THE USE OF LAND.

THIS PLAN INCORPORATES A STRATA MANAGEMENT STATEMENT OF 83 SHEETS.

SURVEYOR'S REFERENCE: 2152SPRMW

\*OFFICE USE ONLY

STRATA PLAN ADMINISTRATIVE SHEET

Sheet 3 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT 2 IN  
DP1142829

SP82782

Registered:  23.11.2009

Strata Certificate Details: Subdivision No: 2009/0091

Date: 28/10/09

SIGNED by BBB CONSTRUCTIONS PTY LTD (ACN: 119 554 700) in accordance with section 127 of the Corporations Act 2001 and in the presence of:

Director/Secretary

Director

NICHOLAS BETTAR  
Print Name

PHILIP BART  
Print Name

Witness

Witness

DESLEY MANSFIELD  
Print Name  
PERSONAL ASSISTANT

DESLEY MANSFIELD  
Print Name  
PERSONAL ASSISTANT

14 TATE CRESCENT, HORNINGSEA PARK NSW 2171  
Occupation and address of witness

14 TATE CRESCENT, HORNINGSEA PARK NSW 2171  
Occupation and address of witness

29/10/09  
Date

29/10/09  
Date

EXECUTED:

Signed for and on behalf of  
COMMONWEALTH BANK  
OF AUSTRALIA ACN 123 123 124 by

DINO PAPA  
As duly appointed attorney under  
Power of Attorney Book 4548 Number 494  
Dated 9 July 2008 who by executing  
this deed confirms that there has been no  
notice received of revocation of the Attorney  
in the presence of:

Signature of Witness

Signed

Mark Truphen  
Name of Witness

201 Sussex St, Sydney NSW



SP82782

ePlan



## Strata Management Statement

222

**PARTICULARS**

**SP82782**

ePlan

**1 Date:**

**2 Building components as at date of registration of Stratum Plan:**

<b>Building Description</b>	<b>Building Type</b>	<b>Building Composition</b>	<b>Stratum Lot Number (Lot number in Registered Stratum Plan)</b>
Building B and R	Stratum Building	Residential apartments and associated car parking	1
Building M and W	Strata Building	Residential apartments and associated car parking	2
Retail Building	Stratum Building	Retail and commercial components with associated car parking	3

**3 Building addresses**

<b>Building Description</b>	<b>Building Address</b>
Building R	1 Retreat Street, Alexandria NSW 1435
Building B	222 Botany Road, Alexandria NSW 1435
Building M	68 McEvoy Street, Alexandria NSW 1435
Building W	222 Wyndham Street, Alexandria NSW 1435

**4 Original Proprietor:**

Name: BBB Constructions Pty Limited ACN 119 554 700  
Address: 791 Botany Road, Alexandria NSW 1435

**SP82782**

ePlan

**5 Registered  
Strata Plan:**

**6 Registered  
Stratum Plan:**

**7 Development:**

(a) Possible subdivision of Building B and R:

- (i) by a Strata Plan; or
- (ii) by one or several Stratum Plans.

(b) Possible subdivision of Retail Building:

- (i) by a Strata Plan; or
- (ii) by one or several Stratum Plans.

**8 Independent  
Shared  
Facilities:**

Independent Shared Facility	Building in which Independent Shared Facility located	Responsible Member
Loading Dock	Retail Building	Owner of the Retail Building

# SP82782

## INDEX

<b>PARTICULARS .....</b>	<b>2</b>
<b>SECTION ONE – INTRODUCTION.....</b>	<b>6</b>
1. OVERVIEW .....	6
2. EFFECT OF THIS STATEMENT.....	6
3. GENERAL OBLIGATIONS OF MEMBERS AND PARTIES BOUND BY THIS STATEMENT.....	6
4. OBLIGATIONS OF OWNERS AND OCCUPIERS OF APARTMENTS.....	8
<b>SECTION TWO – BUILDING MANAGEMENT COMMITTEE.....</b>	<b>10</b>
5. BUILDING MANAGEMENT COMMITTEE.....	10
6. MEETINGS AND PROCEDURES FOR MEETINGS .....	13
7. BOOKS AND RECORDS .....	17
8. RULES .....	17
<b>SECTION THREE – MAINTENANCE.....</b>	<b>19</b>
9. MAINTENANCE, REPAIR AND ARCHITECTURAL CODE.....	19
<b>SECTION FOUR – SHARED FACILITIES AND SHARED COSTS .....</b>	<b>23</b>
10. SHARED FACILITIES .....	23
11. SHARED COSTS .....	25
12. RIGHTS IN CONNECTION WITH CERTAIN SHARED FACILITIES.....	25
13. THROUGH SITE LINK.....	26
<b>SECTION FIVE – FINANCIAL AFFAIRS.....</b>	<b>27</b>
14. RIGHTS IN CONNECTION WITH CERTAIN SHARED FACILITIES.....	27
<b>SECTION SIX – SERVICE PROVIDERS.....</b>	<b>30</b>
15. STRATA MANAGER.....	30
16. FACILITIES MANAGER.....	31
<b>SECTION SEVEN – SERVICES AND OPERATIONS .....</b>	<b>32</b>
17. SERVICES.....	32
18. SECURITY AND SECURITY KEYS .....	32
19. FIRE EXIT AREAS .....	33
20. SIGNS.....	35
21. DELIVERIES AND OTHER ACTIVITIES .....	36

# SP82782

ePlan  
Strata Management Statement – 222

22.	GARBAGE.....	36
SECTION EIGHT – INSURANCES AND RELEASE .....		37
23.	INSURANCES AND RELEASE.....	37
SECTION NINE – DEVELOPMENT .....		39
24.	DEVELOPMENT.....	39
25.	SUBDIVISION BY A STRATA PLAN .....	40
26.	SUBDIVISION BY A STRATUM PLAN .....	41
27.	TRANSFER OF A STRATUM LOT.....	42
SECTION TEN – DAMAGE AND DESTRUCTION .....		44
28.	DAMAGE OR DESTRUCTION TO THE BUILDING .....	44
SECTION ELEVEN – GENERAL .....		46
29.	AMENDING THIS STATEMENT.....	46
30.	DISPUTES .....	46
31.	NOTICES AND SERVICE.....	48
32.	GENERAL .....	48
SECTION TWELVE – DICTIONARY .....		50
SECTION THIRTEEN – INTERPRETATION .....		56
SECTION FOURTEEN – SHARED FACILITIES AND SHARED COSTS.....		57
SECTION FIFTEEN – METHOD OF DIVIDING COSTS .....		58
EXECUTION.....		59

SP82782

ePlan

**SECTION ONE – INTRODUCTION**

**1. OVERVIEW**

**1.1 Legislation**

This Statement:

- (a) has been entered into in accordance with Part 2 Division 2B of the *Strata Schemes (Freehold Development) Act 1973 (NSW)*; and
- (b) was registered with the strata plan referred to in the Particulars.

**1.2 The Building**

- (a) The Building to which this Statement relates comprises the several separate components described in the Particulars.
- (b) The Owner of each building (component) is a Member of the Building Management Committee.
- (c) Where a building is a Strata Building, the Member is the Owners Corporation constituted on registration of the Strata Plan for that building.
- (d) Where a building is a Stratum Building, the Member is the registered proprietor or mortgagee in possession of the relevant Stratum Lot.

**2. EFFECT OF THIS STATEMENT**

**2.1 Effect**

- (a) This Statement regulates the management and operation of the Building through the rules contained in this Statement and by identifying and regulating the activities of the Building Management Committee.
- (b) This Statement has effect as an agreement under seal binding:
  - (i) each Owners Corporation;
  - (ii) each Strata Lot Owner;
  - (iii) each Strata Lot Occupier;
  - (iv) each Stratum Lot Owner; and
  - (v) each Stratum Lot Occupier.

**3. GENERAL OBLIGATIONS OF MEMBERS AND PARTIES BOUND BY THIS STATEMENT**

**3.1 General obligations of the Members**

Each Member must:

- (a) ensure the Building Management Committee remains properly constituted in accordance with this Statement and the Legislation;

# SP82782

Strata Management Statement – 222

- (b) promptly comply with its obligations under this Statement;
- (c) promptly comply with the directions of the Building Management Committee;
- (d) ensure the Building Management Committee effects and maintains the Insurances;
- (e) ensure the Building Management Committee convenes an annual general meeting at least once a Year;
- (f) ensure the Building Management Committee has in place a policy regarding the Repair of the Shared Facilities;
- (g) cause or permit the implementation of decisions of the Building Management Committee; and
- (h) cause the Building Management Committee to carry out its Functions under this Statement.

## 3.2 General obligations of the Parties

- (a) Each Party must:
  - (i) comply with its obligations under this Statement;
  - (ii) comply with the directions of the Building Management Committee;
  - (iii) not hinder the implementation of decisions of the Building Management Committee;
  - (iv) give access to each other Party over all Fire Exit Areas which are located in that part of the Building in which it has an interest in an emergency;
  - (v) permit the Shared Facilities which are located in that part of the Building in which it has an interest, to remain on site and not removed except at the direction of the Building Management Committee;
  - (vi) permit unrestricted access to the Shared Facilities which are located in that part of the Building of which it has an interest by:
    - (A) the Building Management Committee;
    - (B) the Strata Manager;
    - (C) the Facilities Manager;
    - (D) any party to whom the Building Management Committee may have contracted to Repair the Shared Facilities; and
    - (E) any other person authorised by this Statement or who shares in the cost of the relevant Shared Facility; and
  - (vii) take all reasonable actions to ensure its visitors do not do anything to breach the provisions of this Statement and leave the Building if they are in breach.
- (b) Each Party who is an Owner of a Strata Lot or Stratum Lot must make a copy of this Statement available to any Occupier of their Lot and make it a provision of any lease, licence or other agreement with that Occupier that it comply with its obligations in this Statement.

## 3.3 By-laws

Each Member who is an Owners Corporation must ensure the by-laws for its Strata Scheme is not inconsistent with this Statement. If there is inconsistency, then no later than 21 Business Days after a request from the Building Management Committee, the Owners Corporation must amend its by-laws to rectify the inconsistency.

## 4. OBLIGATIONS OF OWNERS AND OCCUPIERS OF APARTMENTS

### 4.1 Application of this clause

References in this clause 4 to “Owners” and “Occupiers” are references to Owners and Occupiers of Apartments.

### 4.2 Prohibited behaviour

Owners and Occupiers must not:

- (a) make noise or behave in a way likely to interfere with another Owner’s or Occupier’s peaceful enjoyment of their Apartment or use of the Building;
- (b) use language or behave in a manner likely to cause offence or embarrassment to an Owner or Occupier or to any person lawfully using the Building;
- (c) obstruct the lawful use of the Building by any person;
- (d) allow smoke of any kind to emit from their Apartment;
- (e) do anything which is illegal while on open areas of the Building;
- (f) bring or permit to enter, any heavy article which might cause structural damage to any part of the Building;
- (g) do anything to damage or deface any part of the Building;
- (h) interfere with the operation of any Equipment installed anywhere in the Building;
- (i) damage any lawn, plant, tree or garden situated on or within the Building;
- (j) purposely damage or use part of a lawn or garden, a plant or tree for their own purpose;
- (k) place or hang laundry on any external parts of the Building;
- (l) park or stand any motor vehicle, boat or other vehicle on any part of the Building not designated for parking; or
- (m) use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any Fire Exit Areas.

### 4.3 Occupation and use of Apartments

- (a) Owners and Occupiers must comply with all Laws affecting their Lot.
- (b) Owners and Occupiers must not:
  - (i) store or use any chemical, liquid, gas or flammable material in their Apartment unless it is to be used in the lawful, permitted use of their Apartment; and



# SP82782

Strata Management Statement – 222

- (ii) use or occupy or allow their Apartment to be used or occupied:
  - (A) for any unlawful purpose; or
  - (B) for any purpose that may affect, lessen or damage the reputation of the Building;
- (iii) break any Law whilst in their Apartment or the Building;
- (iv) place or hang laundry, towels, rugs, bedding or any other similar item on or in any part of their Apartment that is visible from outside their Apartment;
- (v) keep anything which is visible from outside their Apartment which is inconsistent with the visual aesthetics of the Building;
- (vi) operate or allow to operate any device or electronic equipment in their Apartment which interferes with any domestic appliance lawfully in use in the Building or another Apartment; or
- (vii) place, attach or hang from any part of their Apartment or any part of the Building any aerial or any security device or wires.

## SECTION TWO – BUILDING MANAGEMENT COMMITTEE

### 5. BUILDING MANAGEMENT COMMITTEE

#### 5.1 Establishment

- (a) Registration of this Statement establishes the Building Management Committee.
- (b) The Members must always have a Building Management Committee.

#### 5.2 Composition generally

- (a) This clause 5.2 sets out the general principles of the identities of the Members of the Building Management Committee.
- (b) Generally, the Members of the Building Management Committee are:
  - (i) each Owners Corporation; and
  - (ii) each Stratum Lot Owner.
- (c) If after registration of this Statement a Stratum Lot is subdivided by a Strata Plan, then the Member of the Building Management Committee is the Owners Corporation constituted by registration of that Strata Plan.
- (d) If after registration of this Statement a Stratum Lot is subdivided into further Stratum Lots, then the Members of the Building Management Committee are the Owners of each of the new Stratum Lots created by the subdivision.

#### 5.3 Representatives

- (a) Each Member:
  - (i) must appoint a Representative to represent it on the Building Management Committee; and
  - (ii) must promptly give to the Strata Manager notice of the name, address and telephone number of its Representative and its Substitute Representative.
- (b) Anything done by a Representative or Substitute Representative of a Member appointed to the Building Management Committee has the same effect as if done by the Member.
- (c) Each Member:
  - (i) may change its Representative at any time;
  - (ii) may appoint a casual Representative or a Substitute Representative for a particular meeting or meeting;
  - (iii) may change its Substitute Representative at any time; and

- (iv) who is an Owners Corporation agrees it will give all necessary directions to its Representative or Substitute Representative to enable that party to vote at meetings of the Building Management Committee.

## 5.4 Functions

The Functions of the Building Management Committee are to:

- (a) make decisions about matters delegated to the Building Management Committee under this Statement;
- (b) make decisions about:
  - (i) keeping the Fire Exit Areas clean, safe and in a good state of Repair and condition; and
  - (ii) keeping the doors to the Fire Exit Areas operational;
- (c) operate and Repair the Shared Facilities;
- (d) change, add to or extend the Shared Facilities;
- (e) change, add to or adjust the Shared Costs (except those relating to Insurances which are governed by the Legislation);
- (f) make decisions concerning the Shared Costs including:
  - (i) the manner in which they are paid;
  - (ii) the manner in which they are collected; and
  - (iii) the manner in which contributions to the Shared Costs are banked and the manner in which, and by whom, cheques are drawn;
- (g) convene and hold meetings;
- (h) determine and levy contributions to the Administrative Fund and the Sinking Fund and make payments from those funds;
- (i) effect the Insurances;
- (j) engage contractors and agents to clean, operate, maintain, renew and replace the Shared Facilities;
- (k) make decisions regarding:
  - (i) the appointment of a Strata Manager;
  - (ii) the terms of his engagement; and
  - (iii) any other matter in connection with the Strata Manager and his appointment;
- (l) make decisions regarding:
  - (i) the appointment of a Facilities Manager;
  - (ii) the terms of his engagement; and

- (iii) any other matter in connection with the Facilities Manager and his appointment;
- (m) supervise any contractor or agent contracted to or engaged by the Building Management Committee;
- (n) make Rules; and
- (o) comply with this Statement and the Legislation.

## 5.5 Officers of the Building Management Committee

- (a) The Building Management Committee:
  - (i) must appoint a Chairperson for each meeting;
  - (ii) must appoint a Secretary;
  - (iii) must appoint a Treasurer;
  - (iv) may appoint any other Officer considered necessary by the Building Management Committee; and
  - (v) must state the duties of an Officer on appointment if the Building Management Committee requires the Officer to perform the Officer's duties under its directions.
- (b) To be eligible for appointment, an Officer must be a Representative, a Substitute Representative or the Strata Manager.
- (c) The Building Management Committee may:
  - (i) terminate the appointment of an Officer at any time at a meeting by Unanimous Resolution;
  - (ii) appoint a new Officer at any time; and
  - (iii) appoint the same person to hold one or more of the positions referred to in clause 5.5(a).
- (d) An Officer ceases to be an Officer in the following circumstances:
  - (i) they cease to be a Representative, Substitute Representative or the Strata Manager;
  - (ii) they are dismissed by the Building Management Committee;
  - (iii) the Building Management Committee appoints a replacement Officer to fill their position; and
  - (iv) the Officer resigns in writing from their position.

## 5.6 Secretary

The Functions of the Secretary are to:

- (a) perform the administrative, bookkeeping and secretarial functions of the Building Management Committee;
- (b) convene meetings;

- (c) prepare and distribute notices and minutes of meetings; and
- (d) keep the books and records.

## 5.7 Treasurer

- (a) The functions of the Treasurer are to:
- (b) prepare budgets;
- (c) prepare financial statements;
- (d) send out notices for, collect and bank contributions to the Administrative Fund and the Sinking Fund;
- (e) pay accounts; and
- (f) keep the accounting records of the Building Management Committee.

## 5.8 Chairperson

- (a) The Functions of the Chairperson are to preside at those meetings of the Building Management Committee which he attends.
- (b) If the Chairperson does not attend a meeting, the Representatives or Substitute Representatives present at that meeting may appoint another Representative or Substitute Representative to chair that meeting.

## 5.9 Power to appoint

In the exercise of its Functions, the Building Management Committee may:

- (a) enter into contracts with consultants, experts and other such parties;
- (b) enter into contracts with third party service providers;
- (c) engage consultants, experts and other such parties; and
- (d) appoint any party its agent to enter into contracts or other arrangements on behalf of the Building Management Committee.

## 5.10 Strata Manager and Facilities Manager

The Building Management Committee:

- (a) must appoint a Strata Manager; and
- (b) must appoint a Facilities Manager.

## 6. MEETINGS AND PROCEDURES FOR MEETINGS

### 6.1 Meetings

The Building Management Committee must hold a meeting if:

- (a) requested by notice in writing by a Member to convene the meeting;
- (b) the Building Management Committee resolves to hold the meeting;

- (c) the Strata Manager resolves to hold the meeting (if the Strata Manager has been delegated that Function);
- (d) no other meeting has been held in the preceding 6 month period; or
- (e) the Building Management Committee is otherwise required to do so under this Statement or by Law.

## 6.2 Request for meeting

- (a) A request for a meeting 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.

## 6.3 Convening meetings

A meeting may be convened by:

- (a) the Secretary; or
- (b) another Officer if the Secretary is absent or unable to convene the meeting.

## 6.4 Notice of meetings

- (a) Normally at least 5 Business Days notice of a meeting must be given to each Member.
- (b) In the case of an emergency, shorter notice may be given.
- (c) A meeting must be called within 5 Business Days of receiving a written notice from a Member calling for a meeting.

## 6.5 Service of notices for meetings

- (a) Notices of a meeting may be sent:
  - (i) by hand;
  - (ii) by facsimile transmission;
  - (iii) by security post; or
  - (iv) by email.
- (b) 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 recorded on the transmission report;
  - (iii) if sent by security post, at the time that the recipient or its agent acknowledges receipt; and
  - (iv) if sent by email, at the time it is sent.

# SP82782

ePlan

Strata Management Statement – 222

- (c) Clause 6.5(b)(ii) does not apply if:
  - (i) the intended recipient promptly informs the sender that the transmission was received in an incomplete or garbled form; or
  - (ii) the transmission report of the sender indicates a faulty or incomplete transmission.
- (d) Notices must be addressed to the Representative of a Member as notified under clause 5.4(a).

## 6.6 Quorum

- (a) A quorum must be present at a meeting of the Building Management Committee before the Building Management Committee may vote on any motion.
- (b) A quorum for a meeting is the Representative or Substitute Representative of two Members.
- (c) 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.
- (d) The Building Management Committee must hold the adjourned meeting at the same time and at the same place notified for the original meeting.
- (e) The quorum for the adjourned meeting is that number of Representatives or Substitute Representatives or proxies present at the time appointed for the adjourned meeting.
- (f) At an adjourned meeting, one Representative or Substitute Representative constitute a quorum.

## 6.7 Minutes

Minutes of the meeting must be distributed to each Member within 10 Business Days of the meeting.

## 6.8 Voting

- (a) Subject to the provisions of this Statement, at each meeting of the Building Management Committee, each Member through its Representative or Substitute Representative is entitled to vote at meetings of the Building Management Committee.
- (b) Subject to the provisions of this Statement, each Member has the following votes:

Member	Votes
Owner of Building B and R	10 votes
Owners Corporation of Building M and W	10 votes
Owner of Retail Building	10 votes

## 6.9 Restrictions on voting

- (a) A Defaulting Member is not entitled to vote at meetings of the Building Management Committee.
- (b) The Representative who is the Chairperson does not have a casting vote at meetings of the Building Management Committee.

- (c) A Member may only vote on a motion regarding a Shared Facility if the Member contributes towards the cost of the Shared Facility or the motion, if passed, has the effect that the Member is required to contribute towards the cost of the Shared Facility.

## 6.10 Voting arrangements when subdivision occurs

- (a) Subdivision of a Stratum Lot by a Strata Plan will impact on voting in the manner set out in clause 25.3.
- (b) Subdivision of a Stratum Lot into further Stratum Lots will impact on voting in the manner set out in clause 26.3.

## 6.11 Decisions

- (a) Subject to clause 6.11(b), decisions of the Building Management Committee may only be made at a properly convened meeting of the Building Management Committee and by a General Resolution.
- (b) The following motions may only be decided by a Unanimous Resolution:
  - (i) amending, adding to or repealing this Statement or any part of this Statement;
  - (ii) distribution of surplus funds from the Administrative Fund or the Sinking Fund;
  - (iii) amending, modifying or adding a Shared Facility;
  - (iv) changing, adding or adjusting the Shared Costs.

## 6.12 Instructions by a Member

A Representative or a Substitute Representative must vote at a meeting according to the instructions given by the Member who appointed the Representative or Substitute Representative.

## 6.13 Attendance at a meeting

An Owner may attend any meeting of the Building Management Committee. An Owner who attends a meeting may only address the meeting with the consent of the Building Management Committee.

## 6.14 Meetings held in writing

The Building Management Committee may hold a meeting in writing and Representatives and Substitute Representatives may vote in writing if:

- (a) notice of the meeting is served according to this Statement;
- (b) the notice is accompanied by a voting paper; and
- (c) the required Members or number of Members approve the motions in the agenda, complete their voting paper and return it to the person who convened the meeting before the meeting is due to commence.

## 6.15 Voting by proxy

- (a) Subject to the provisions of this clause, Members, Representatives and Substitute Representatives may appoint a proxy to vote at any meeting.



- (b) A Representative and Substitute Representative may only appoint a proxy if the Member who appointed them has authorised them to appoint a proxy.
- (c) The Building Management Committee may from time to time prescribe the form of proxy.
- (d) The proxy form must be executed by the party appointing the proxy and the proxy, and must be delivered to the Strata Manager prior to the commencement of the first meeting at which the proxy may vote.
- (e) Members created on the subdivision of a Stratum Lot may jointly appoint a proxy to exercise the vote for all of those Members (see clause 5.2(c)).
- (f) A proxy must be a natural person.
- (g) A proxy cannot vote on any motion if the party appointing the proxy votes on that motion.

## **7. BOOKS AND RECORDS**

### **7.1 Obligations on 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; and
  - (ii) enter all matters and transactions usually entered in books of account kept by property managers.
- (b) The Building Management Committee must make available the records and books of account for inspection during normal business hours on reasonable notice by a Party.
- (c) The Building Management Committee must keep copies of notices given or received, agendas, motions and minutes.

### **7.2 Inspection fee**

The Building Management Committee may charge an inspection fee for making the items the subject of clauses 7.1 available, which it may require to be paid prior to complying with its obligations in that clause.

## **8. RULES**

### **8.1 Power in Building Management Committee**

The Building Management Committee may make Rules in connection with matters arising out of this Statement to assist the Building Management Committee in carrying out its Functions or in connection with the activities of Parties to the extent they relate to matters over which the Building Management Committee may have jurisdiction.

### **8.2 Building Management Committee may amend Rules**

The Building Management Committee may amend any Rule it has made.

### **8.3 Copy of Rules and amendments**

- (a) The Building Management Committee must promptly send to each Member a copy of any Rule or amended Rule.

# SP82782

- (b) Members who are Owners Corporations must communicate to those of its Strata Lot Owners on its Strata Roll any new Rule and any amendment to any Rule within 14 days of receiving notification of it from the Building Management Committee.

## 8.4 Inconsistency

Any Rule and any amendment to a Rule must not be inconsistent with this Statement.

## 8.5 Parties must comply

Parties are bound by, and must comply with, all Rules and all amendments to Rules made by the Building Management Committee in accordance with this clause.

## SECTION THREE – MAINTENANCE

### 9. MAINTENANCE, REPAIR AND ARCHITECTURAL CODE

#### 9.1 Owners Corporations

- (a) Each Owners Corporation must carry out its obligations to maintain and Repair common property and personal property vested in the Owners Corporation in accordance with section 62 of the Management Act.
- (b) Each Owners Corporation may only make a determination under section 62(3) of the Management Act if it first obtains the consent of the Building Management Committee.
- (c) If an Owners Corporation breaches clause 9.1(b), the Owners Corporation must still maintain, renew, replace or Repair the particular item which is the subject of the determination.
- (d) Each Owners Corporation must:
  - (i) ensure all windows in its Strata Building are cleaned on a regular basis;
  - (ii) keep the external areas of its Stratum Lot free from graffiti;
  - (iii) put in place procedures so that each item of Equipment in its Strata Building which would have an adverse impact on the proper functioning of a Shared Facility if not properly maintained or Repaired, is regularly inspected, maintained, Repaired and kept in a sound structural, fully operational and working condition; and
  - (iv) whenever reasonably necessary renew or replace any item of Equipment which, if not renewed or replaced, would have an adverse impact on the proper functioning of any Shared Facility.
- (e) An Owners Corporation may not give its consent to a Strata Lot Owner carrying out of Major Building Works within its Strata Building unless and until it has received the consent of the Building Management Committee to the carrying out of those works.

#### 9.2 Stratum Lot Owners

- (a) Each Stratum Lot Owner must:
  - (i) properly maintain and keep in a state of good and serviceable Repair its Stratum Building (including without limitation walls, windows, doors, roofs, pathways, entrances and gardens);
  - (ii) keep the external areas of its Stratum Building free from graffiti;
  - (iii) put in place procedures so that each item of Equipment in its Stratum Building which would have an adverse impact on the proper functioning of a Shared Facility if not properly maintained or Repaired, is regularly inspected, maintained, Repaired and kept in a sound structural, fully operational and working condition; and
  - (iv) whenever reasonably necessary renew or replace any item of Equipment which, if not renewed or replaced, would have an adverse impact on the proper functioning of any Shared Facility.

- (b) The obligations of each Stratum Lot Owner in clause 9.2(a)(iv)(a) are subject to fair wear and tear and damage by fire, explosion, war, water and any other risk covered by insurances effected by the Building Management Committee.

## 9.3 Exclusion

Regardless of anything to the contrary in this Statement:

- (a) clause 9.1(a) does not oblige an Owners Corporation to maintain Shared Facilities which are located within its Strata Building and which are the responsibility of the Building Management Committee; and
- (b) clause 9.2 does not oblige a Stratum Lot Owner to maintain Shared Facilities which are located within its Stratum Building and which are the responsibility of the Building Management Committee.

## 9.4 Failure of Stratum Lot Owners to carry out obligations

- (a) If a Stratum Lot Owner fails to carry out any of its obligations under clause 9.2(a)(iv)(a) then the Building Management Committee may in general meeting by way of a General Resolution determine to carry out that obligation in the manner contemplated by this clause.
- (b) If the Building Management Committee makes a determination contemplated by clause 9.4(a), then the Building Management Committee may enter the relevant Stratum Building with or without tools, equipment and contractors and remain there for such period of time as may be reasonable to exercise its rights in this clause.
- (c) In exercising its rights in this clause, the Building Management Committee must:
  - (i) ensure all work is done properly;
  - (ii) cause as little interference as practical to the Stratum Lot Owner and any Stratum Lot Occupier;
  - (iii) cause as little damage as possible to the Stratum Building; and
  - (iv) if damage (being damage arising because the Stratum Lot Owner has not complied with clause 9.2(a)(iv)(a) is caused, restore the Stratum Building as nearly as practicable to the condition it was in before the damage occurred.
- (d) Except where urgent work is required, the Building Management Committee must:
  - (i) by written notice to the Stratum Lot Owner give the Stratum Lot Owner a reasonable period of time, having regard to the nature of the obligation, to carry out the obligation which the Stratum Lot Owner has failed to perform; and
  - (ii) give the Stratum Lot Owner reasonable notice of intention to enter the Stratum Building in exercise of its right in this clause.
- (e) The Building Management Committee may recover from the Stratum Lot Owner as a debt due and owing in any competent court of jurisdiction any monies expended by the Building Management Committee in exercising its rights in this clause.

## 9.5 Failure of Owners Corporation to carry out obligations

- (a) If an Owners Corporation fails to carry out any of its obligations under clause 9.1(a) or clause 9.1(d), then the Building Management Committee may in general meeting by way of a General Resolution determine to carry out that obligation in the manner contemplated by this clause.
- (b) If the Building Management Committee makes a determination contemplated by clause 9.5(a) then the Building Management Committee may enter the relevant Strata Building with or without tools, equipment and contractors and remain there for such period of time as may be reasonable to exercise its rights in this clause.
- (c) In exercising its rights in this clause, the Building Management Committee must:
  - (i) ensure all work is done properly;
  - (ii) cause as little interference as practical to the Owners Corporation, any Strata Lot Owner or any Strata Lot Occupier;
  - (iii) cause as little damage as possible to the Strata Building; and
  - (iv) if damage (being damage arising because the Owners Corporation has not complied with clause 9.1(a)) is caused, restore the Strata Building as nearly as practicable to the condition it was in before the damage occurred.
- (d) Except where urgent work is required, the Building Management Committee must:
  - (i) by written notice to the Owners Corporation give the Owners Corporation a reasonable period of time, having regard to the nature of the obligation, to carry out the obligation which the Owners Corporation has failed to perform; and
  - (ii) give the Owners Corporation reasonable notice of intention to enter the Strata Building in exercise of its right in this clause.
- (e) The Building Management Committee may recover from any Owners Corporation as a debt due and owing in any competent court of jurisdiction any monies expended by the Building Management Committee in exercising its rights in this clause.

## 9.6 Access rights

- (a) In exercising its obligations in clause 9.1(a) and 9.1(d), an Owners Corporation must use its best endeavours to exercise those obligations within the boundaries of its Strata Building. If, having used its best endeavours as required by this clause, the Owners Corporation requires access over any other Strata Building or Stratum Building for the purposes of performing its obligations in either clause 9.1(a) or clause 9.1(b), the Owners Corporation of each other Strata Building and the Stratum Lot Owner of each other Stratum Building must permit the Owners Corporation reasonable access over relevant parts of its building for the purposes of enabling the Owners Corporation to carry out its functions. The Owners Corporation must reimburse each other Owners Corporation and Stratum Lot Owner over whose building access is required the costs, expenses, charges and costs incurred by that party as a result of the Owners Corporation exercising its functions in this clause.
- (b) In exercising its obligations in clause 9.2, a Stratum Lot Owner must use its best endeavours to exercise those obligations within the boundaries of its Stratum Building. If, having used its best endeavours as required by this clause, the Stratum Lot Owners requires access over any other Strata Building or Stratum Building for the purposes of performing its obligations in clause 9.2, the Owners Corporation of each other Strata Building and the Stratum Lot Owner of each other

Stratum Building must permit the Stratum Lot Owner reasonable access over relevant parts of its building for the purposes of enabling the Stratum Lot Owner to carry out its functions. The Stratum Lot Owner must reimburse each other Owners Corporation and Stratum Lot Owner over whose building access is required the costs, expenses, charges and costs incurred by that party as a result of the Stratum Lot Owner exercising its functions in this clause.

## 9.7 Architectural Code

- (a) By General Resolution, the Members may adopt an Architectural Code and make Rules about matters relating to compliance with, and enforcement of, the Architectural Code.
- (b) The Parties must comply with the Architectural Code and any such Rules.

## 9.8 External appearance

- (a) Except as provided by any Architectural Code or with the approval of the Building Management Committee in general meeting by way of a General Resolution, an Owners Corporation may not alter the external appearance of its Strata Building or permit any other party to do so.
- (b) Except as provided by any Architectural Code or with the approval of the Building Management Committee in general meeting by way of a General Resolution, a Stratum Lot Owner may not alter the external appearance of its Stratum Building or permit any other party to do so. The provisions of this clause 9.8(b) do not apply to the Retail Building.

## 9.9 Redevelopment works and upgrade works

- (a) Notwithstanding anything to the contrary in this Statement, Members acknowledge the Building as a whole or any Strata Building or Stratum Building comprising the Building may require to be redeveloped or upgraded.
- (b) Each Member who is an Owners Corporation may, in its absolute discretion and at its sole cost, redevelop or upgrade its Strata Building. In doing so, the Owners Corporation must comply with the requirements of any Architectural Code and the requirements of all relevant Authorities.
- (c) Each Member who is a Stratum Lot Owner may, in its absolute discretion and at its sole cost, redevelop or upgrade its Stratum Building. In doing so, the Stratum Lot Owner must comply with the requirements of any Architectural Code and the requirements of all relevant Authorities.
- (d) Each Member agrees not to unreasonably withhold its vote for or vote against a motion at a meeting of the Building Management Committee to carry out any redevelopment works or upgrade works to any Strata Building or Stratum Building contemplated by this clause provided the proposed redevelopment meets the requirements of the relevant Authorities.
- (e) At intervals of not less than 5 years commencing on the date of registration of this Statement, the Building Management Committee must hold a general meeting for the purposes of discussing any redevelopment proposal or upgrade proposal for the Site in part or as a whole.
- (f) The Building Management Committee may in general meeting by way of a Unanimous Resolution determine to redevelop or upgrade the Site in part or as a whole.
- (g) If the Building Management Committee by Unanimous Resolution decides to redevelop or upgrade the Site in part or as a whole, it must then proceed to engage the relevant consultants and obtain the relevant approvals to effect the relevant motions of the Building Management Committee.

## SECTION FOUR – SHARED FACILITIES AND SHARED COSTS

### 10. SHARED FACILITIES

#### 10.1 Shared Facilities and division of Shared Costs

- (a) Shared Facilities are facilities and services in the Building which are located on the land of a Member and which are used by:
  - (i) that Member and other Members; or
  - (ii) a Member or Members other than the Member on whose land the facilities and services are located.
- (b) Section Fourteen details the Shared Facilities. Section Fifteen describes the manner of dividing the costs of the Shared Facilities.

#### 10.2 Responsibility of Building Management Committee

- (a) Unless the responsibility for a Shared Facility lies with another Party in accordance with the terms of this Statement, the Building Management Committee has the responsibility for the insurance, operation and Repair of the Shared Facilities.
- (b) The Building Management Committee, at its discretion, may enter into maintenance agreements with contractors for the control, operation, Repair and security of the Shared Facilities.

#### 10.3 Government Agency compliance

The Building Management Committee must:

- (a) arrange for the inspection of the Shared Facilities if required by any Authority or any Law; and
- (b) obtain any certification of the Shared Facilities required by any Authority or any Law.

#### 10.4 Use of Shared Facilities

- (a) Unless specified elsewhere in this Statement, the Members entitled to access and use a Shared Facility are the Members who contribute to the costs of the Shared Facility.
- (b) Where a Member is an Owners Corporation, Owners and Occupiers of Strata Lots in the Strata Scheme for that Owners Corporation are entitled to use the Shared Facility (subject to any rules or by-laws of the Strata Scheme or in this Statement in connection with the use of that Shared Facility).
- (c) Where a Member is a Stratum Lot Owner, the Stratum Lot Owner and the Occupiers of the Stratum Lot are entitled to use the Shared Facility (subject to any agreement to the contrary the Stratum Lot Owner may have with an Occupier and subject to the conditions of this Statement).
- (d) Each Party entitled to have access to and use a Shared Facility:
  - (i) may only use a Shared Facility for its intended purpose;
  - (ii) must notify the Building Management Committee of any damage to or defect in a Shared Facility immediately it becomes aware of any such damage or defect; and

- (iii) must compensate the Building Management Committee for any damage to a Shared Facility caused by them, their visitors, contractors, employees or any other person under their control.

## 10.5 Changing Shared Facilities and Shared Costs by Building Management Committee

- (a) The Building Management Committee may by Unanimous Resolution:
  - (i) vary, modify, add to or adjust the Shared Facilities in Section Fourteen; and
  - (ii) change the costs, add new costs or adjust the proportion of Shared Costs for any Shared Facility or Shared Facilities.
- (b) If this occurs, the Shared Facilities in Section Fourteen and the division of costs (as the case may be) are automatically varied at the time the Chairperson signs the minutes which record the Unanimous Resolution. As soon as practicable after the meeting, the Building Management Committee must register the relevant document at the NSW Department of Lands to record the change.

## 10.6 Changing Shared Facilities and Shared Costs by Original Owner

- (a) Members and Parties acknowledge:
  - (i) it may be necessary to alter or add to the Shared Facilities or the Shared Costs to more accurately reflect the arrangements in connection with the Shared Facilities and the Shared Costs or as a result of any Development or subdivision of a Stratum Lot; and
  - (ii) any such changes would require this Statement being amended and an amended Statement registered at the NSW Department of Lands.
- (b) Members agree not to object to any such amendments recommended by the Original Owner and will be regarded as having consented to:
  - (i) any such amendments; and
  - (ii) any amendment to this Statement,which may be recommended by the Original Proprietor.
- (c) Subject to clause 10.6(f), Members who are Owners Corporations agree they will pass the necessary special resolutions consenting to the amendments to this Statement contemplated by clauses 10.6(a) and 10.6(b) and will execute the documents required to enable registration of any such amendments.
- (d) Subject to clause 10.6(f), each Strata Lot Owner agrees they will vote in favour of any motion at a meeting of their Owners Corporation to give effect to clauses 10.6(a) and 10.6(b).
- (e) Subject to clause 10.6(f), members who are Stratum Lot Owners agree to execute the documents required to enable registration of any amendment contemplated by clauses 10.6(a) and 10.6(b).
- (f) A Party is not obliged to agree to any changes to the Shared Facilities or the division of costs of any Shared Facility if the change would result in that Party not having access to a Shared Facility which it would have had but for the change except if the Party has been given the right to use an alternative or new Shared Facility which accomplishes the same service given by the original Shared Facility.



## **11. SHARED COSTS**

### **11.1 Obligation on Building Management Committee**

The Building Management Committee must levy contributions on Members to meet the Shared Costs, and Members must pay those contributions, in the proportions and in the manner provided by this Statement and the Legislation.

### **11.2 Proportions of Shared Costs**

The Shared Facilities and the respective proportions of the Shared Costs are detailed in Section Fourteen.

### **11.3 Proportions for Insurances**

The respective proportions for the Insurances are the relative proportion of replacement value as required by section 84(4) of the Management Act.

### **11.4 Effect of subdivision on proportions**

Subdivision of a Stratum Lot into further Stratum Lots will impact on the proportion of Shared Costs payable in the manner set out in clause 26.4.

## **12. RIGHTS IN CONNECTION WITH CERTAIN SHARED FACILITIES**

### **12.1 Independent Shared Facilities**

- (a) The provisions of this clause 12 only apply if the Particulars are completed.
- (b) It is the intention of the Parties that:
  - (i) each Independent Shared Facility is operated, maintained, Repaired and renewed by the Member in whose building the Shared Facility is located; and
  - (ii) the costs incurred by that Member are paid to the Member by the Building Management Committee who in turn recovers the costs from Members in the same manner as the costs for the Shared Facilities.

### **12.2 Costs in connection with Independent Shared Facilities**

- (a) Notwithstanding anything to the contrary in this Statement, the Member in whose building the Independent Shared Facility is located has the responsibility for the management of the operation, insurance and Repair of that Shared Facility, with the costs for doing so being charged and recovered in the following manner:
  - (i) no later than the 14<sup>th</sup> day after the end of each month, the Member must submit to the Strata Manager for payment by the Building Management Committee the costs in connection with operating, insuring and Repairing the Independent Shared Facility; and
  - (ii) the invoices submitted under clause 12.2(a)(i) must itemise each item of expenditure incurred by or on behalf of the Member in connection with the operation, insurance and Repair of the Independent Shared Facility.
- (b) The costs in connection with the operation and Repair of the Independent Shared Facilities are Shared Costs and are recoverable from Members in the same manner as costs for the Shared Facilities.

### **13. THROUGH SITE LINK**

#### **13.1 Shared Facility**

The Through Site Link is:

- (a) a Shared Facility; and
- (b) the Through Site Link and open space area the subject of the easement for public access variable width number K registered with the Stratum Plan referred to in the Particulars.

#### **13.2 Responsibility of Building Management Committee**

- (a) As a Shared Facility, the Building Management Committee is responsible for the control, operation, Repair, cleaning, lighting and security of the Through Site Link and open space area.
- (b) The Building Management Committee may make Rules about the use of the Building Access Control System. The provisions of clause 8 apply to any rules made by the Building Management Committee pursuant to its rights in this clause.
- (c) The Building Management Committee must put in place and implement a management plan for the purposes of carrying out its functions in clause 13.2(a)

## SECTION FIVE – FINANCIAL AFFAIRS

### 14. RIGHTS IN CONNECTION WITH CERTAIN SHARED FACILITIES

#### 14.1 Administrative Fund and Sinking Fund

- (a) Within one month after the registration of this Statement, the Building Management Committee must establish an Administrative Fund and a Sinking Fund.
- (b) The Administrative Fund must be used to:
  - (i) pay the day to day expenses of cleaning, operating and maintaining the Shared Facilities;
  - (ii) pay the premiums for the Insurances; and
  - (iii) pay any other costs which are not Sinking Fund costs.
- (c) The Building Management Committee must use the Sinking Fund to pay all costs for renewing, upgrading and replacing the Shared Facilities.

#### 14.2 Budget

- (a) The Building Management Committee must determine a budget for each Year.
- (b) Each budget must be based on an estimate of the costs and expenditures to:
  - (i) pay Shared Costs; and
  - (ii) satisfy any obligation of the Building Management Committee under this Statement, the Legislation or any other Law.
- (c) Each budget must contain itemised details of:
  - (i) each Shared Facility for which a Member is responsible to contribute;
  - (ii) each item of Insurance for which a Member is responsible to contribute;
  - (iii) the amount of the proportion which each Member must contribute to each Shared Facility and each item of Insurance; and
  - (iv) the amount of the proportion which each Member must contribute to each Shared Facility and each item of Insurance.

#### 14.3 Contributions

- (a) The Building Management Committee must determine the amount of the contributions it will need for the Administrative Fund and the Sinking Fund for each Year. The amount of the contributions must be based on the budget for the relevant Year.
- (b) The Building Management Committee must levy Members their contributions to the Administrative Fund and Sinking Fund in accordance with each of their relevant proportions.
- (c) Contributions are due and payable by Members for any period determined by the Building Management Committee, which, in the absence of agreement, must be quarterly.

#### **14.4 Payment by Members**

- (a) Each Member must pay each levy within one month of the due date for the payment of the levy.
- (b) If a Member fails to do so, it becomes a Defaulting Member.

#### **14.5 Interest for late payment**

- (a) A Defaulting Member must pay interest on each amount not paid within 30 days of the due date, with the interest being calculated 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 same rate payable on unpaid levies under the Management Act.

#### **14.6 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 a financial statement for the funds in the Administrative Fund and the Sinking Fund.

#### **14.7 Additional amounts payable**

If the amounts payable or paid under clause 14.4 are insufficient, the Building Management Committee can by notice require each Member to pay an additional amount to either the Administrative Fund or the Sinking Fund to enable the Building Management Committee to carry out its obligations under this Statement and the Legislation.

#### **14.8 Deposit of monies**

- (a) The Building Management Committee must open accounts for the Administrative Fund and Sinking Fund with its bank, building society or credit union.
- (b) The Building Management Committee must:
  - (i) deposit into the Administrative Fund all amounts and levies received from Members as contributions to the Administrative Fund; and
  - (ii) deposit into the Sinking Fund all amounts and levies received from Members as contributions to the Sinking Fund.
- (c) The Building Management Committee must pay all invoices, statements and accounts of the Building Management Committee out of either the Administrative Fund or the Sinking Fund in the manner required by clauses 14.1(b) and 14.1(c).
- (d) Interest accrued on monies in the Administrative Fund must be credited to Administrative Fund and interest accrued on monies in the Sinking Fund must be credited to Sinking Fund.

#### **14.9 Surplus funds**

- (a) The Building Management Committee may distribute surplus funds in shares determined by the Building Management Committee.
- (b) The decision to distribute surplus funds must be by way of Unanimous Resolution.

## 14.10 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.

## SECTION SIX – SERVICE PROVIDERS

### 15. STRATA MANAGER

#### 15.1 Appointment

- (a) The Building Management Committee has the power to and must:
  - (i) appoint a Strata Manager; and
  - (ii) enter into an agreement with the Strata Manager to assist the Building Management Committee perform its secretarial and administrative Functions.
- (b) The Strata Manager appointed by the Building Management Committee must be a strata managing agent as contemplated by Part 4 of the Management Act and hold a strata managing agent's licence under the *Property, Stock and Business Agents Act 2002 (NSW)*.
- (c) When appointing Strata Managers for their Strata Schemes, Owners Corporations may take into consideration the advantages of the same Strata Manager being appointed for the Building Management Committee and the Strata Schemes in the Building.

#### 15.2 Delegation of Functions

- (a) Subject to clause 15.2(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 the following Functions to the Strata Manager:
  - (i) functions which the Building Management Committee may only exercise by Unanimous Resolution;
  - (ii) the Function to determine levies to the Administrative Fund and the Sinking Fund; and
  - (iii) any Function which the Building Management Committee decides by Unanimous Resolution may only be performed by the Building Management Committee.

#### 15.3 Management Fee

If a Strata Manager is appointed, the Members must contribute to the Management Fee in the proportions set out in Section Fourteen.

#### 15.4 Strata Manager as agent

The Building Management Committee may require the Strata Manager to:

- (a) ensure or supervise the proper operation, maintenance, Repair, renovation and replacement of the Shared Facilities;
- (b) effect and maintain the Insurances 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 agreement; and

- (e) comply with any obligations of the Building Management Committee under the Legislation or this Statement.

## **16. FACILITIES MANAGER**

### **16.1 Appointment**

- (a) The Building Management Committee has the power to and may:
  - (i) appoint a Facilities Manager; and
  - (ii) enter into an agreement with the Facilities Manager to assist the Building Management Committee perform its Functions in connection with the maintenance, Repair, renewal and servicing of the Shared Facilities.
- (b) The Building Management Committee may, subject to clause 16.1(c), delegate its Functions to the Facilities Manager.
- (c) The Building Management Committee may not delegate these Functions to the Facilities Manager:
  - (i) Functions which the Building Management Committee decides may only be performed by the Building Management Committee; and
  - (ii) the Function to determine and levy contributions on Members.
- (d) The Building Management Committee must monitor the performance of the Facilities Manager.

### **16.2 Facilities Management Fee**

If a Facilities Manager is appointed, the Members must contribute to the Facilities Management Fee in the proportions set out in Section Fourteen.

### **16.3 Obligations of Facilities Manager**

The Building Management Committee may require the Facilities Manager to:

- (a) ensure or supervise the proper operation, maintenance, Repair, renovation and replacement of the Shared Facilities;
- (b) implement decisions made by the Building Management Committee;
- (c) carry out the Building Management Committee's obligations in respect of any agreement; and
- (d) comply with any obligations of the Building Management Committee under the Legislation or this Statement.

## SECTION SEVEN – SERVICES AND OPERATIONS

### 17. SERVICES

#### 17.1 Services used exclusively by one Party

Where a Conducting Medium in a Lot (in this clause called the “Burdened Lot”) is used exclusively for a Service in connection with another Lot (in this clause called the “Benefited Lot”):

- (a) the Conducting Medium must be maintained in good order and Repaired by the owner of the Benefited Lot;
- (b) to enable the owner of the Benefited Lot to exercise such rights and obligations, that owner may:
  - (i) upon giving reasonable notice to the owner of the Burdened Lot (except in an emergency when notice is not required), enter the Burdened Lot in such manner and by such route as is reasonable in the circumstances with such workmen and materials as is reasonable and necessary in the circumstances to carry out the rights and obligations; and
  - (ii) remain there for such reasonable time as may be necessary in the circumstances.

#### 17.2 Joint Services

Where a Conducting Medium in a Lot (in this clause called the “Burdened Lot”) is used for a Service in connection with the Burdened Lot and another Lot or Lots (in this clause called the “Benefited Lot” or “Benefited Lots”), so much of the Conducting Medium as is so jointly used shall be maintained in good order and Repaired by the owner of the Burdened Lot at that owner’s expense. That owner may recover from the owners of the Benefited Lots a proportion of such expense (being the proportion which the floor area of the Burdened Lot bears to the aggregate of the floor areas of all Lots which use the Conducting Medium), or as otherwise agreed between the relevant Parties.

#### 17.3 Role of Building Management Committee

- (a) The provisions of clauses 17.1 and 17.2 do not apply to any Conducting Media detailed in Section Fourteen.
- (b) Conducting Media and Services detailed in Section Fourteen are Shared Services. Any Conducting Media not mentioned in Section Fourteen must be operated, maintained, Repaired and renewed in the manner provided by clauses 17.1 and 17.2.

### 18. SECURITY AND SECURITY KEYS

#### 18.1 Responsibility of Building Management Committee

- (a) The Building Access Control System is a Shared Facility.
- (b) As a Shared Facility, the Building Management Committee is responsible for the control, operation, Repair and security of the Building Access Control System.
- (c) The Building Management Committee may make Rules about the use of the Building Access Control System. The provisions of clause 8 apply to any rules made by the Building Management Committee pursuant to its rights in this clause.
- (d) Parties must exercise great care in making Security Keys available to any person.



- (e) Parties must promptly notify the Facilities Manager if a Security Key is lost or destroyed.
- (f) The Building Management Committee or the Facilities Manager may charge a Party a fee or a bond for any additional or extra Security Key they may require.
- (g) Parties must not duplicate or permit a Security Key to be duplicated and must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than to a party who is entitled to a Security Key.

## **18.2 General**

- (a) A Party must not do anything or permit anything which may or which would be likely to prejudice the security of the Building.
- (b) Parties must comply with all Rules and directions of the Building Management Committee relating to the security and safety of the Building.

## **18.3 Agreement with third party**

The Building Management Committee may enter into arrangements with other parties to manage the Building Access Control System for a charge. If it does, Parties must deal with that party and pay the fee or bond that party may require for Security Keys.

## **19. FIRE EXIT AREAS**

### **19.1 Rights over Stratum Lots in connection with Fire Exit Areas**

- (a) The provisions of this clause burden each Stratum Lot Owner (including any mortgagee in possession) in respect of those parts of that owner's Stratum Lot which are Fire Exit Areas and benefit:
  - (i) every other Stratum Lot Owner;
  - (ii) every Owners Corporation; and
  - (iii) every other party who has an interest in the Building or part of the Building or the right to occupy or be on or in the Building or any part of the Building (and includes mortgagees in possession).
- (b) Each of the benefited parties has:
  - (i) at all times the unrestricted right in the event of fire, other emergency or for fire drill purposes, to go pass and repass over the Fire Exit Areas located in the relevant Stratum Lot; and
  - (ii) the right to carry out an inspection of the relevant Stratum Lot for the purposes of ensuring the Fire Exit Areas are properly maintained for the purposes for which they were designed.
- (c) The Stratum Lot Owner (and any mortgagee in possession) must not do anything to prevent or restrict the use of the Fire Exit Areas located in its Stratum Building and in particular agrees:
  - (i) it will not change the location or the nature of the Fire Exit Areas without the consent of all relevant Authorities;
  - (ii) it will not use the Fire Exit Areas for any purpose other than the purpose for which they were designed;

- (iii) it will not store nor permit any other person to store anything in the Fire Exit Areas;
  - (iv) it will not obstruct the Fire Exit Areas; and
  - (v) it will comply with the requirements of, and notices issued by, all relevant Authorities having jurisdiction in connection with the Fire Exit Areas.
- (d) Each party having the benefit of this clause 19.1 agrees it will not use the Fire Exit Areas for any purpose other than for the purpose for which they were designed.
- (e) On giving reasonable notice to the Stratum Lot Owner and provided the reasonable requirements of the Stratum Lot Owner are complied with about access, any party having the benefit of this clause 19.1 may have access to the Fire Exit Areas for the purposes of establishing whether the Stratum Lot Owner is complying with its obligations in clause 19.1(c).
- (f) If a party having the benefit of this clause forms the view the Stratum Lot Owner is not carrying out its responsibilities under this clause 19.1, it may serve notice on the Building Management Committee requesting the Building Management Committee to investigate the matter and if necessary to issue a notice to the Stratum Lot Owner.
- (g) If the Building Management Committee receives any such notice it must cause the matter to be investigated and if it considers it relevant engage the services of a properly qualified consultant to investigate whether the Stratum Lot Owner is complying with its obligations under clause 19.1(c).

## 19.2 Rights over Strata Buildings in connection with Fire Exit Areas

- (a) The provisions of this clause burden each Owners Corporation in respect of those parts of that Owners Corporation's Strata Building which are Fire Exit Areas and benefit:
  - (i) every other Owners Corporation;
  - (ii) every Stratum Lot Owner; and
  - (iii) every other party who has an interest in the Building or part of the Building or the right to occupy or be on or in the Building or any part of the Building (and includes mortgagees in possession).
- (b) Each of the benefited parties has:
  - (i) at all times the unrestricted right in the event of fire, other emergency or for fire drill purposes, to go pass and repass over the Fire Exit Areas located in the relevant Strata Building; and
  - (ii) the right to carry out an inspection of the relevant Strata Building for the purposes of ensuring the Fire Exit Areas are properly maintained for the purposes for which they were designed.
- (c) The Owners Corporation must not do anything to prevent or restrict the use of the Fire Exit Areas located in its Strata Building and in particular agrees:
  - (i) it will not change the location or the nature of the Fire Exit Areas without the consent of all relevant Authorities;
  - (ii) it will not use the Fire Exit Areas for any purpose other than the purpose for which they were designed;

- (iii) it will not store nor permit any other person to store anything in the Fire Exit Areas;
- (iv) it will not obstruct the Fire Exit Areas; and
- (v) it will comply with the requirements of, and notices issued by, all relevant Authorities having jurisdiction in connection with the Fire Exit Areas.
- (d) Each party having the benefit of this clause 19.2 agrees it will not use the Fire Exit Areas for any purpose other than for the purpose for which they were designed.
- (e) On giving reasonable notice to the Owners Corporation and provided the reasonable requirements of the Owners Corporation are complied with about access, any party having the benefit of this clause 19.2 may have access to the Fire Exit Areas for the purposes of establishing whether the Owners Corporation is complying with its obligations in clause 19.2(c).
- (f) If a party having the benefit of this clause forms the view the Owners Corporation is not carrying out its responsibilities under this clause 19.2, it may serve notice on the Building Management Committee requesting the Building Management Committee investigate the matter and if necessary to issue a notice to the Owners Corporation.
- (g) If the Building Management Committee receives any such notice it must cause the matter to be investigated and if it considers it relevant engage the services of a properly qualified consultant to investigate whether the Owners Corporation is complying with its obligations under clause 19.2(c).

## 20. SIGNS

### 20.1 Prohibited

Subject to clause 20.2, Owners and Occupiers:

- (a) must not attach, erect, exhibit or affix any Sign:
  - (i) to or on any part of the Building; or
  - (ii) to or in any part of their Apartment or Lot (as the case may be) which is visible from outside their Apartment or Lot;
- (b) must not permit any party to attach, erect, exhibit or affix any Sign:
  - (i) to or on any part of the Building; or
  - (ii) to or in any part of their Apartment or Lot (as the case may be) which is visible from outside their Apartment or Lot.

### 20.2 Qualification

The provisions of clause 20.1 do not apply to any Sign attached, erected, exhibited or affixed:

- (a) on, in or to any part of the Building by the Original Proprietor, any party on behalf of the Original Proprietor or any party authorised by the Original Proprietor;
- (b) on, in or to any part of the Building by the Facilities Manager in connection with the duties or functions of the Facilities Manager or in connection with the provision of any service being performed or offered by the Facilities Manager;

- (c) on, in or to any part of the Retail Building by any Owner or Occupier of any part of the Retail Building.

## 21. DELIVERIES AND OTHER ACTIVITIES

### 21.1 Responsibility of Building Management Committee

- (a) The Building Management Committee has the control of and the responsibility for managing deliveries to the Building or any part of the Building and the manner in which goods and furniture are delivered to and removed from the Building.
- (b) The provisions of clause 21.1(a) do not apply to the Loading Dock, which is an Independent Shared Facility.
- (c) The Building Management Committee may make Rules about the manner in which deliveries to the Building or any part of the Building are made and the manner in which goods and furniture are delivered to and removed from any part of the Building. The provisions of clause 8 apply to any rules made by the Building Management Committee pursuant to its rights in this clause.

### 21.2 Obligations on Owners Corporations and Stratum Lot Owners

- (a) Each Owners Corporation must permit those parts of its Strata Building nominated by the Building Management Committee for the purposes of deliveries or for the purposes of delivering and removing goods and furniture to be used for that purpose.
- (b) Each Stratum Lot Owner must permit those parts of its Strata Building nominated by the Building Management Committee for the purposes of deliveries or for the purposes of delivering and removing goods and furniture to be used for that purpose.

## 22. GARBAGE

### 22.1 Garbage arrangement generally

- (a) Each of Residential Building B and R and Residential Building M and W have their own garbage room.
- (b) The Garbage Holding Area is located in Residential Building R and is the subject of easement J1 registered with the Stratum Plan referred to in the Particulars.
- (c) The Garbage Holding Area is a Shared Facility.

### 22.2 Restrictions

- (a) Owners and Occupiers of Residential Building B and R and Residential Building M and W are not entitled to, and must not, deposit garbage in the garbage rooms in the Retail Building.
- (b) The Retail Building is not entitled to, and must not, use the Garbage Holding Area for any purpose. The Owner of the Retail Building must ensure arrangements are put in place so that Occupiers, tenants and licensees of premises within the Retail Building do not deposit garbage in the Garbage Holding Area or in any garbage room in Residential Building B and R or Residential Building M and W.

### 22.3 Compliance with Council policies

Owners, Occupiers and the Building Management Committee must comply with the policies of Council relevant for time to time in relation to the storage, handling and collection of garbage for the Building.

## SECTION EIGHT – INSURANCES AND RELEASE

### 23. INSURANCES AND RELEASE

#### 23.1 Insurances

- (a) The Building Management Committee must effect the following Insurances:
  - (i) a damage policy in accordance with the Management Act;
  - (ii) machinery breakdown insurance for each Shared Facility which is not covered under warranty;
  - (iii) public liability insurance for each Shared Facility;
  - (iv) workers compensation if required by Law; and
  - (v) any other insurance decided by the Building Management Committee.
- (b) The Building Management Committee must take out each policy:
  - (i) in the joint names of each Member; and
  - (ii) if applicable, in the name of a mortgagee under a mortgage for that person's respective rights and interests.

#### 23.2 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 36 months; and
- (c) immediately effect new insurances or adjust existing Insurances if there is an increase in or a new risk to the Building.

#### 23.3 Payment of premiums

The Building Management Committee must ensure that the Members pay the premiums in the relative proportion of replacement value as required by section 84(4) of the Management Act.

#### 23.4 Affect insurances

- (a) A Party must not at any time do anything that might:
  - (i) void or prejudice the Insurances; or
  - (ii) increase the Insurances premiums.
- (b) Clause 23.4(a) does not apply if the Party first obtains the consent of the Building Management Committee.

- (c) If a Party does anything to increase an Insurances premium, the Member must pay the increased amount.

## 23.5 Use by a Party of property

- (a) If a Party is permitted to occupy, use or have access to or from any part of another Party's property in the Building, that Party:
  - (i) does so at its own risk; and
  - (ii) releases the other Party from any:
    - (A) claim and demand of any kind; and
    - (B) 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 Building.
- (b) Clause 23.5(a)(ii) does not apply to the extent the damage, death or injury is caused by the negligence of the other Party.

## 23.6 Insurance by Members

Each Member must effect the following insurance for that part of the Building which it owns:

- (a) public liability insurance;
- (b) machinery breakdown insurance for plant and equipment which is not a Shared Facility and which is not covered under warranty; and
- (c) if the Member is an Owners Corporation, contents insurance for its Common Property.

## 23.7 Further buildings

- (a) If the Building is constructed in stages, the Building Management Committee must ensure the Insurances effected by the Building Management Committee are amended or increased from time to time so as to incorporate the additional stage when practical completion of that building has occurred.
- (b) Practical completion of any further building will be regarded as having occurred when an Occupation Certificate has issued for the building and if the building is the subject of a Strata Plan the Strata Plan has registered.

## SECTION NINE – DEVELOPMENT

### 24. DEVELOPMENT

#### 24.1 Development in stages

- (a) Each Party acknowledges:
  - (i) the buildings the subject of this Statement may be constructed and subdivided by a series of Stratum Plans and Strata Plans in the manner described in the Particulars;
  - (ii) the Original Owner is not bound to carry out any of the subdivision activities referred to in the Particulars; and
  - (iii) the Original Owner may change the subdivision pattern described in the Particulars by written notice to each Member.
- (b) Each Party agrees:
  - (i) not to do anything to hinder subdivision and development as disclosed in the Particulars or in any notice given under clause 24.1(a)(iii); and
  - (ii) to do everything necessary of it to enable subdivision and development as disclosed in the Particulars or in a notice under clause 24.1(a)(iii) to occur (in particular see clause 24.2).

#### 24.2 Subdivision of Stratum Lots

- (a) Each Party acknowledges:
  - (i) Stratum Lots may be subdivided into one or more further Stratum Lots or by a Strata Plan; and
  - (ii) a subsequent strata management statement may be registered with any such Strata Plan.
- (b) Each Party agrees:
  - (i) not to object to any subdivision contemplated by clause 24.2(a);
  - (ii) not to hinder or prevent any subdivision contemplated by clause 24.2(a) not to hinder the registration of any subsequent strata management statement.
- (c) Members who are Owners Corporations agree:
  - (i) they will pass the necessary resolutions consenting to a subdivision and subsequent strata management statement contemplated by clauses 24.2(a) and 24.2(b);
  - (ii) they will execute any document required by the relevant Stratum Lot Owner waiving the requirement under the Development Act to register any additional strata management statement; and
  - (iii) they will execute any other documents (including any subsequent strata management statement) required by the relevant Stratum Lot Owner to enable registration of any such subdivision and subsequent management statement contemplated by this clause.

- (d) Each Strata Lot Owner agrees it will vote in favour of any motion at a meeting of its Owners Corporation to give effect to clause 24.2(c).
- (e) Members who are Stratum Lot Owners agree:
  - (i) they will execute any document required by the relevant Stratum Lot Owner waiving the requirement under the Development Act to register any additional strata management statement; and
  - (ii) they will execute any other documents (including any subsequent strata management statement) required by the relevant Stratum Lot Owner to enable registration of any subdivision and subsequent strata management statement contemplated by this clause.
- (f) The obligations on Owners Corporations, Strata Lot Owners and Stratum Lot Owners in clauses 24.2(b), 24.2(c), 24.2(d) and 24.2(e) are subject to the condition that the proposed subdivision does not substantially and permanently affect or impair any of those party's right of use of, or contribution towards the cost of, the Shared Facilities or any other right that party may have in this Statement.

## **25. SUBDIVISION BY A STRATA PLAN**

### **25.1 Subdivision Notice**

- (a) Within 14 days of registration of a plan subdividing a Stratum Lot by a Strata Plan, the Original Member must give the Building Management Committee a Subdivision Notice.
- (b) The Subdivision Notice must include the following information:
  - (i) details of the Stratum Lot being subdivided;
  - (ii) a copy of the registered Strata Plan;
  - (iii) the name, address and ABN of the Owners Corporation;
  - (iv) the name, address, telephone number and contact name of the Strata Manager appointed by the Owners Corporation; and
  - (v) the name, address and contract telephone numbers of the Representative and Substitute Representative of the Owners Corporation.

### **25.2 Membership to Building Management Committee**

Following registration of the Strata Plan, the Member of the Building Management Committee is the Owners Corporation (effective from the date of the registration of the Strata Plan).

### **25.3 Voting**

The Owners Corporation, as the New Member of the Building Management Committee, has the same number of votes on motions at meetings of the Building Management Committee as the Original Member.

### **25.4 Shared Costs**

The Owners Corporation, as the New Member of the Building Management Committee, has the same proportion of Shared Costs payable by the Original Member of the Stratum Lot before it was subdivided by the Strata Plan.



## 25.5 Position following registration of the Strata Plan

- (a) Until the Building Management Committee is given a Subdivision Notice:
  - (i) the Representative and Substitute Representative of the Original Member on the Building Management Committee remain the Representative and Substitute Representative for the New Member; and
  - (ii) the Original Member remains liable to the Building Management Committee for all its obligations under this Statement.
- (b) Subject to clause 25.5(c), effective from the date a Subdivision Notice is given to the Building Management Committee, the New Member becomes responsible for all the obligations of the Original Member under this Statement.
- (c) If at the time of giving a Subdivision Notice there are monies payable or owing to the Building Management Committee either on account of contributions to the Administrative Fund or the Sinking Fund (including interest and expenses) or otherwise, then the Original Member and the New Member are jointly and severally responsible to the Building Management Committee for the payment of those monies.

## 26. SUBDIVISION BY A STRATUM PLAN

### 26.1 Subdivision Notice

- (a) Within 14 days of registration of a plan subdividing a Stratum Lot into further Stratum Lots, the Original Member must give the Building Management Committee a Subdivision Notice.
- (b) The Subdivision Notice must include the following information:
  - (i) details of the Stratum Lot being subdivided;
  - (ii) a copy of the registered Stratum Plan;
  - (iii) the number of votes the New Member has as attributable to each new Stratum Building (applying the principles in clause 26.3); and
  - (iv) the proportion of Shared Costs attributable to each new Stratum Building created by the subdivision.

### 26.2 Membership to Building Management Committee

Effective from registration of the Stratum Plan, the New Member of the Building Management Committee for each new Stratum Lot created by the subdivision is the Member of the Stratum Building prior to the subdivision.

### 26.3 Voting

The subdivision of a Stratum Lot into further Stratum Lot does not create further voting rights in favour of the subdivided Stratum Lot. Each New Member has between them the same number of votes on motions before the Building Management Committee as the Original Member had prior to the subdivision.

## 26.4 Shared Costs

- (a) The aggregate proportion of Shared Costs payable by the Stratum Lots created by the subdivision is equal to the proportion of Shared Costs payable by the Stratum Lot immediately prior to the subdivision.
- (b) Until the Building Management Committee is notified by the Original Member of the proportion of costs attributable to each new Stratum Lot created by the subdivision, then the proportion attributable to each new Stratum Lot is either the amount determined by the Building Management Committee or, if no determination is made, is the proportion expressed as a percentage which the area of each new Stratum Lot created by the subdivision bears to the total area of the Stratum Lot prior to the subdivision.

## 26.5 Position following registration of a Stratum Plan

- (a) The Representative and Substitute Representative of each New Member of the subdivided Stratum Lot remain unchanged by the subdivision.
- (b) The obligations of the Member of the subdivided Stratum Lot remain unchanged by the subdivision.

## 27. TRANSFER OF A STRATUM LOT

### 27.1 Transfer Notice

- (a) Within 14 days of transfer of a Stratum Lot, the Original Member must give the Building Management Committee a Transfer Notice.
- (b) The Transfer Notice must include the following information:
  - (i) details of the Stratum Lot being transferred;
  - (ii) the name, address and ABN of the New Member; and
  - (iii) the name, address and contact telephone numbers of the Representative and the Substitute Representative of the New Member.

### 27.2 Membership to Building Management Committee

Following transfer of a Stratum Lot, the Member of the Building Management Committee for that Stratum Lot is the new owner of the Stratum Lot (effective from the date of registration of the relevant transfer).

### 27.3 Voting

Following transfer of a Stratum Lot, the New Member of the Building Management Committee has the same number of votes on motions before the Building Management Committee as the Original Member prior to the transfer.

### 27.4 Shared Costs

Following transfer of a Stratum Lot, the New Member has the same proportion of Shared Costs payable by the Original Member of the Stratum Lot before it was transferred.

## 27.5 Position following transfer of a Stratum Lot

- (a) Until the Building Management Committee is given a Transfer Notice:
  - (i) the Representative and Substitute Representative of the Original Member on the Building Management Committee remain the Representative and Substitute Representative for the New Member; and
  - (ii) the Original Member remains liable to the Building Management Committee for all its obligations under this Statement.
- (b) Subject to clause 27.5(c), effective from the date a Transfer Notice is given to the Building Management Committee, the New Member becomes responsible for all the obligations of the Original Member under this Statement.
- (c) If at the time of the giving a Transfer Notice there are monies payable or owing to the Building Management Committee on account of contributions to the Administrative Fund or the Sinking Fund (including interest and expenses), then the Original Member and the New Member are jointly and severally responsible to the Building Management Committee for the payment of those contributions, interest and expenses.

## SECTION TEN – DAMAGE AND DESTRUCTION

### 28. DAMAGE OR DESTRUCTION TO THE BUILDING

#### 28.1 Development Act

This Section 10 is subject to any order made under sections 50 or 51 of the Development Act.

#### 28.2 Partial damage

- (a) The following provisions apply in the event of Partial Damage:
- (i) the Members and any mortgagee having an interest in the Insurances must do all things necessary on their respective parts to make a claim on the Insurances relating to such damage and to pursue the claim if necessary;
  - (ii) where Partial Damage is confined to that part of the Building within the land of a Member (in this clause 28.2(a)(ii) called the "affected Member") the monies received by the Members and any mortgagee having an interest in the Insurances in respect of such Partial Damage shall be paid to the affected Member and such monies shall forthwith be applied by the affected Member in the rebuilding, replacing, Repairing or restoring the portion of the Building so damaged, as the case may require;
  - (iii) where Partial Damage is not confined to that part of the Building within the land of a Member the monies received by the Members and any mortgagee having an interest in the Insurances in respect of such Partial Damage shall be divided between the Members in such equitable manner as the Members may agree having regard to the cost of making good the Partial Damage: such monies shall then forthwith be applied by the Members in rebuilding, replacing, Repairing; and
  - (iv) restoring the portions of the Building so damaged, as the case may require.
- (b) Each Member shall be entitled to reasonable access to that part of the Building within the land of the other Member for the purpose of effecting such repairs.

#### 28.3 Total loss

- (a) The following provisions apply in the event of Total Loss Damage.
- (b) The Members and any mortgagee having an interest in the Insurances must with due dispatch make joint approaches to:
- (i) the Insurer to elect reinstatement as the basis of settlement; and
  - (ii) to the Authorities with a view to reinstating the Building in accordance with its original design. The Members must co-operate with each other and the Authorities with a view to obtaining the relevant approvals to reinstate the Building in accordance with its original design.
- (c) The Members and any mortgagee having an interest in the Insurances must do all things necessary on their respective parts as insured parties to make a claim on the Insurances and to pursue the claim if necessary.
- (d) If the Insurer elects reinstatement as the basis of settlement and if reinstatement of the Building in accordance with its original design is permitted by the Authorities:

- (i) the Members must commence and carry out with reasonable dispatch the reinstatement of the Building in accordance with its original design from the proceeds of the Insurances;
  - (ii) the Members and any mortgagee having an interest in the Insurances must apply the proceeds of Insurances forthwith in such reinstatement; and
  - (iii) the Members and each mortgagee must co-operate with each other regarding such reinstatement and must do all things to assist each other to ensure reinstatement of the Building in accordance with its original design as soon as practicable.
- (e) If, instead of reinstatement as the basis for settlement, the Insurer elects to pay an amount specified in the policy as the basis of settlement:
  - (i) each Member shall receive a proportion of the proceeds of insurances paid by the Insurer in the same proportion that the premium was payable by it;
  - (ii) the Members and any mortgagee having an interest in the Insurances will ensure that any monies paid to them are applied in this manner;
  - (iii) each Member has an obligation to apply such proceeds towards reinstatement of that part of the Building on its land;
  - (iv) each Member must advise the other of its decision whether or not it will reinstate that part of the Building on its land within a reasonable time of such payment; and
  - (v) the Members must as soon as practicable cause the site of the Building to be cleared of all debris and the cost of such clearing shall be a Shared Cost.

## SECTION ELEVEN – GENERAL

### 29. AMENDING THIS STATEMENT

#### 29.1 Altering or adding to the Shared Facilities and Shared Costs

This Statement may be amended in the manner contemplated by clause 10.6 in connection with alterations or additions to the Shared Facilities and Shared Costs.

#### 29.2 Other amendments

- (a) Other than amendments contemplated by clause 29.1 this Statement may only be amended by a Unanimous Resolution of the Building Management Committee in general meeting.
- (b) If this occurs, this Statement is automatically varied at the time the Chairperson signs the minutes which record the Unanimous Resolution. As soon as practicable after the meeting, the Building Management Committee must register the relevant document at the NSW Department of Lands to record the change.

### 30. DISPUTES

#### 30.1 Parties to, and nature of, a Dispute

- (a) The party or parties to a Dispute include the Building Management Committee, a Member, an Owner, an Occupier, the Strata Manager and the Facilities Manager.
- (b) A Dispute means any dispute, difference, disagreement or controversy between any of the parties referred to in clause 30.1(a) in connection with, or arising out of, this Statement or the interpretation of this Statement.

#### 30.2 Obligation to resolve

The parties to a Dispute must endeavour in good faith to resolve the Dispute before they take action under this clause.

#### 30.3 Notice of Dispute

- (a) Any party referred to in clause 30.1(a) may at any time notify another party or parties referred to in clause 30.1(a) of a Dispute.
- (b) A party notifies another party or parties by serving a Dispute Notice.
- (c) A Dispute Notice must:
  - (i) identify the subject matter of the Dispute;
  - (ii) state the facts upon which the party 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 party giving the Dispute Notice; and
  - (v) contain any particulars of the amount in Dispute (if any).

- (d) If the Dispute is not resolved within 10 Business Days from the time of service of the Dispute Notice, a party to the Dispute may by written notice to the other party or parties to the Dispute require the Dispute to be determined by an independent Expert.

## 30.4 Appointment of an Expert

- (a) If within 10 Business Days of the notice given under clause 30.3(b) the parties to the Dispute cannot agree to and jointly appoint an Expert, any party to the Dispute may request the President of the Law Society of NSW to appoint an Expert.
- (b) The Expert acts as an expert and not as an arbitrator.
- (c) 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 party to the Dispute.
- (d) The appointment must require the Expert to make a decision within 20 Business Days of the appointment.
- (e) The Expert may appoint consultants as the Expert thinks necessary to advise on any aspect of the Dispute.
- (f) Each party to the Dispute may make written submissions to the Expert about the Dispute and costs.

## 30.5 Submission to Expert

- (a) If a party to the Dispute makes a submission, that party must:
  - (i) submit it within 10 Business Days of the appointment of the Expert; and
  - (ii) provide the other parties to the Dispute with a copy of submissions within 24 hours of submission to the Expert.
- (b) A party 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 party and relevant to the matter to be determined.
- (c) Clause 30.5(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.

## 30.6 Expert's determination

- (a) The Expert must:
  - (i) give reasons for the determination; and
  - (ii) determine how the cost of any determination is paid.
- (b) A party 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.

## 30.7 Costs

- (a) The parties to the Dispute must equally share the costs of any Expert or mediator.
- (b) Each party is responsible for their own costs in connection with the Dispute.

## 31. NOTICES AND SERVICE

### 31.1 Notices

- (a) A notice under this Statement must be in writing.
- (b) Each Member may send a notice:
  - (i) by hand;
  - (ii) by facsimile transmission; or
  - (iii) 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 recorded on the transmission report; and
  - (iii) 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 Address

Each Member must address a notice to the Representative of a Member as notified under clause 5.3.

## 32. GENERAL

### 32.1 Waiver

A provision of or right created under this Statement may only be waived if the waiver is in writing and signed by the Member granting the waiver.

### 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.

## SECTION TWELVE – DICTIONARY

**Administrative Fund** means the fund established by the Building Management Committee for the purposes contemplated by clause 14.1(a).

**Apartment** means that part of the Building used for accommodation purposes (whether permanent or otherwise).

**Architectural Code** means the architectural code adopted by the Building Management Committee as contemplated by clause 9.7(a).

**Authority** means any Governmental Agency or any other authority or body having authority over or jurisdiction in respect of the Building.

**Building** means the building comprising the several components described in the Particulars.

**Building Access Control System** means the communications room in the Building, the intercom system to each part of the Building, all access control items, the swipe card system and all Security Keys and any other item or piece of equipment determined by the Building Management Committee from time to time to be a Building Access Control System.

**Building Management Committee** means the committee required by the Development Act and the subject of Section 2.

**Business Day** means a day on which banks in New South Wales are open for business but does not include a Saturday or a Sunday.

**Chairperson** means the chairperson of the Building Management Committee.

**Common Property** means the common property in a Strata Scheme.

**Conducting Medium** means any wire, cable, pipe, line, duct, chute, drain, water storage tank, cooling tower, kitchen or other exhaust flue or duct and other apparatus through or in which a Service passes or is stored or contained.

**Council** means the Council of the City of Sydney.

**Defaulting Member** has the meaning stated in clause 14.4(b).

**Development** in connection with a Strata Lot or Stratum Lot or any part of a Strata Lot or Stratum Lot (in this definition called “Property”) means:

- (a) the use of the Property;
- (b) occupation of the Property;
- (c) any change of use of the Property;
- (d) the erection of a building on the Property;
- (e) the erection of a Sign on the Property;
- (f) any extension or addition to an existing building on the Property;
- (g) the carrying out of any work on the Property;
- (h) the demolition of a building or demolition work on the Property;
- (i) the carrying out of any work associated with any activity or use of the Property;
- (j) any subdivision of the Property; and
- (k) any development as defined by the *Environmental Planning and Assessment Act, 1979 (NSW)*.

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

**Development Application** means an application for a development consent made under the *Environmental Planning and Assessment Act 1979 (NSW)*.

**Development Consent** means a consent to a Development Application issued under the *Environmental Planning and Assessment Act 1979 (NSW)* and includes all amendments and variations to that consent.

**Development Works** means any works associated with Development.

**Dispute** means a dispute the subject of clause 30.

**Dispute Notice** means a notice served in accordance with clause 30.3(b).

**Equipment** means all items of plant, machinery and equipment.

**Expert** means a person appointed under clause 30.4.

**Facilities Manager** means the person appointed by the Building Management Committee under clause 16.

**Facilities Management Fee** means the fee payable to the Facilities Manager.

**Fire Exit Areas** means those parts of the Building which are fire escape passages or fire escape stairs.

**Function** means a right, obligation or duty.

**Garbage Holding Area** is the area designated to hold garbage as described in clause 22.

**General Resolution** means a motion passed at a meeting of the Building Management Committee by a majority in value of votes cast in favour of the motion.

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

**Independent Shared Facility** means a facility described in the Particulars.

**Insurances** means the following:

- (a) all insurance which the Building Management Committee must effect under the Legislation and this Statement; and
- (b) any other insurances which the Building Management Committee determines to effect.

**Insurer** means each party with whom the Insurances are effected.

**Law** means any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

**Legislation** means the Development Act and the Management Act or either as the context requires.

**Loading Dock** means that part of the Retail Building comprising the loading dock.

**Lot** means either a Stratum Lot or a Strata Lot.

**Major Building Works** means the following work to any part of a Strata Building:

- (a) alterations to, additions to, removal of, Repair or replacement of any part of the Common Property, the structure of a Lot, the internal walls inside a Lot, the balcony attached to a Lot and the installation of air conditioning units in any part of a Strata Building;
- (b) any alteration to; addition to, removal of, Repair or replacement of any part of a Lot or the Common Property which may impact on the structural integrity of the Building; and
- (c) the installation of any bars, screens, grilles, or other safety devices to the exterior of any window or door to a Lot.

**Management Act** means the *Strata Schemes Management Act 1996 (NSW)*.

**Management Fee** means the fee payable to the Strata Manager.

**Member** means a member of the Building Management Committee.

**New Member** means the Member of the Building Management Committee following:

- (a) the subdivision of a Stratum Lot by either a Strata Plan or a Stratum Plan; or
- (b) the transfer of a Stratum Lot.

**Occupation Certificate** means a certificate as defined by the *Environmental Planning and Assessment Act 1979 (NSW)*.

**Occupier** means the lessee, licensee or occupier of a Lot (not including the Owner of the Lot).

**Officer** means an officer of the Building Management Committee.

**Operating Costs** mean the costs of operating the Shared Facilities (to the extent the operating costs are the responsibility of the Building Management Committee) and includes energy costs to the extent they are not separately metered.

**Original Member** means the Member of the Building Management Committee prior to:

- (a) the subdivision of a Stratum Lot either by a Strata Plan or a Stratum Plan; or
- (b) the transfer of a Stratum Lot.

**Original Proprietor** means the party described in the Particulars.

**Owner** means the registered proprietor, or mortgagee in possession of a Lot.

**Owners Corporation** means the owners corporation constituted on registration of a Strata Plan.

**Partial Damage** means any damage to the Building or any part of it which is not Total Loss Damage.

**Party** means a party bound by this Statement.

**Repair** means to clean, maintain, repair, renew or replace.

**Repair Costs** means the costs of Repairing the Shared Facilities (including any amount payable to a contractor under a maintenance agreement or any other agreement).

# SP82782

**Residential Building B and R** means the building described in the Particulars.

**Residential Building M and W** means the building described in the Particulars.

**Retail Building** means the building described in the Particulars.

**Representative** means the representative of a Member being a natural person.

**Rules** means the rules created under clause 8.

**Secretary** means the secretary of the Building Management Committee.

**Security Key** means a key, magnetic card or other device use.

**Security Room** means the room in the Building containing all the security surveillance equipment.

**Service** means water, stormwater, sewerage, drainage, sullage, fluid wastes, gas, electricity, oil, ventilation, exhaust, air, ducted air, air-conditioned air, garbage, telephone, telecommunications, television impulses or signals, radio impulses or signals, or any other prescribed service.

**Shared Costs** means:

(a) In respect of the Shared Facilities means:

- (i) the Repair Costs;
- (ii) the Operating Costs; and
- (iii) any amount which the Building Management Committee determines is a Shared Cost in connection with the Shared Facilities;

(b) in respect of the Fire Exit Areas means:

- (i) the cost of keeping them clean;
- (ii) the cost of keeping them safe and in a good state of repair and condition;
- (iii) all compliance costs; and
- (iv) the cost of keeping the doors to the Fire Exit Areas operational;

(c) the Management Fee;

(d) the Facilities Management Fee;

(e) the costs in connection with the Insurances; and

(f) any amount which the Building Management Committee determines is a Shared Cost in connection with any part of the Building.

**Shared Facilities** means:

- (a) the services, facilities, machinery, plant and equipment referred to in Section Fourteen;
- (b) any alterations, additions or replacement of those items;

# SP82782

Strata Management Statement – 222

- (c) any services, facilities, machinery, plant and equipment which the Building Management Committee determines are Shared Facilities; and
- (d) any Conducting Medium connected to or forming part of these items.

**Sign** includes any sign, notice, advertisement, placard or hoarding.

**Sinking Fund** means the fund established by the Building Management Committee for the purposes contemplated by clause 14.1(a).

**Site** means the land on which the Building is constructed.

**Statement** means this strata management statement (the expression includes any registered amendment).

**Strata Building** means a building governed by this Statement which is the subject of a Strata Scheme (being a Stratum Lot subdivided under the Legislation).

**Strata Lot** means a lot in a Strata Building.

**Strata Lot Occupier** means the tenant, licensee or occupier of a Strata Lot, not being a Strata Lot Owner.

**Strata Lot Owner** means the registered proprietor for the time being, and any mortgagee in possession, of a Strata Lot: and if a Strata Lot has been subdivided, the registered proprietors for the time being of the new Lots.

**Strata Manager** means a party holding a strata managing agent's licence under the *Property, Stock and Business Agents Act 2002 (NSW)*.

**Strata Plan** means a strata plan of subdivision under the Development Act.

**Strata Roll** means the strata roll of an Owners Corporation.

**Strata Scheme** means the strata scheme constituted on registration of a Strata Plan.

**Stratum Building** means a building governed by this Statement which is constructed on a Stratum Lot and which has not been subdivided under the Legislation.

**Stratum Lot** means a Lot in a Stratum Plan: and if a Stratum Lot is subdivided under the Legislation, then a lot or lots created by the subdivision.

**Stratum Lot Occupier** means the tenant, licensee or occupier of a Stratum Lot, not being a Stratum Lot Owner.

**Stratum Lot Owner** means the registered proprietor for the time being, and any mortgagee in possession, of a Stratum Lot: and if a Stratum Lot has been subdivided, the registered proprietors or mortgagees in possession for the time being of the new lots.

**Stratum Plan** means a plan of subdivision which meets the definition of a "current plan" as defined by section 7A of the *Conveyancing Act 1919 (NSW)* which has not been subdivided under the Legislation.

**Subdivision Notice** means the notice to the Building Management Committee of a subdivision or proposed subdivision of a Stratum Lot under clause 25.1(a) or clause 26.1(a).

**Substitute Representative** means the substitute representative of a Member.

# SP82782

Strata Management Statement – 222

**Through Site Link** means the through site link and open space area referred to in clause 13.1.

**Total Loss Damage** means damage to the Building which requires the demolition and dismantling of the remains of the Building and the total reinstatement of the Building.

**Treasurer** means the treasurer of the Building Management Committee.

**Transfer Notice** means the notice to the Building Management Committee of a transfer or proposed transfer of a Stratum Lot under clause 27.1(a)

**Unanimous Resolution** means a resolution passed at a meeting of the Building Management Committee without a vote being cast against it.

**Year** means each consecutive period of 12 months, the first commencing on the date of registration of this Statement.

## SECTION THIRTEEN – INTERPRETATION

### General

- (a) In this Statement unless the context indicates a contrary intention:
- (i) words denoting any gender include all genders;
  - (ii) the singular number includes the plural and vice versa;
  - (iii) references to any legislation includes any legislation which amends or replaces that legislation;
  - (iv) a person includes their executors, administrators, successors, substitutes (for example, persons taking by novation) and assigns;
  - (v) a person includes companies and corporations and vice versa;
  - (vi) except in the dictionary, headings do not affect the interpretation of this Statement;
  - (vii) the construction least favourable to the party responsible for drafting this Statement will not be adopted against that party;
  - (viii) amounts of money are expressed in Australian dollars unless otherwise expressly stated;
  - (ix) a reference to a document includes any variation or replacement of it;
  - (x) a reference to any thing includes the whole or each part of it; and
  - (xi) mentioning anything after “includes” or “including” does not limit what else may be included.
- (b) **Business Day**
- (i) If this Statement requires that the day on which a thing must be done is a day which is not a Business Day that thing must be done on or by the preceding Business Day.
  - (ii) 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.
  - (iii) A reference to a day is a reference to a time period which begins at midnight and ends 24 hours later.
  - (iv) A reference to a period of time unless specifically written otherwise, excludes the first day of that period.



SECTION FOURTEEN – SHARED FACILITIES AND SHARED COSTS

This Section describes the Shared Facilities and Shared Costs.

This Section must be read in conjunction with Section Fifteen, which describes the manner in which the proportions in the schedule in this Section have been determined.

Shared Facilities Cost Analysis

Shared facilities plan reference	Shared Facilities			
		Stratum Lot 1 (subdivided by the Residential Strata Plan)	Stratum Lot 2	Stratum Lot 3
	<i>[the contents of this table depends on final building construction and management arrangements]</i>			

**STRATASURV SURVEYORS**  
**SHARED FACILITIES REGISTER**  
**At 222 Botany Road, Alexandria**

**SP82782**

ePlan

Drawing Reference	Shared Facility	Location	Description/Purpose	Member Benefited	Explanatory Notes	Cost Allocation
Shared Facility No. 1(a)	Vehicular Access	Basement car parking level 1 & entry / exit McEvoy St, Retreat St & Wyndham St & driveways, ramps within basement <sup>1</sup> excluding Loading bay.	The inspection, cleaning, routine maintenance & repairs of this shared facility of hard stand surfaces, signage & protection devices.	All members	These hard stand surfaces & car parking spaces are utilised by all members for basement level 1 & the residential / commercial members for basement level 2.	Lot 1 15% Lot 2 26% Lot 3 59%
Shared Facility No. 1(b)	Vehicular Access	Basement car parking levels 2, driveways and ramps within basement 2.	The inspection, cleaning, routine maintenance & repairs of this shared facility of hard stand surfaces, signage & protection devices.	All members	These hard stand surfaces & car parking spaces are utilised by all members for basement level 2 residential / commercial members.	Lot 1 35% Lot 2 47% Lot 3 18%
Shared Facility No. 1 (c)	Visitor Parking	Basement car park levels 2	The inspection, cleaning, routine maintenance & repairs of this shared facility of hard stand surfaces, signage & protection devices.	All members	These hard stand surfaces are utilised by all members for basement level 2 residential / commercial members.	Lot 1 35% Lot 2 47% Lot 3 18%
Shared Facility No.2	Car wash bay	Basement Car park levels 2	The inspection, cleaning, routine maintenance & repairs to this shared facility	All residential members Lot 1 & lot 2	This shared facility is utilised by all residential members for car washing	Lot 1 43 % Lot 2 57%

**STRATASURV SURVEYORS**  
**SHARED FACILITIES REGISTER**  
**At 222 Botany Road, Alexandria**

**SP82782**

ePlan

Drawing Reference	Shared Facility	Location	Description/Purpose	Member Benefited	Explanatory Notes	Cost Allocation
Shared Facility No.3 (a)	Security Roller Shutters	Ground floor entry/exit Retreat St.	Including without limitation routine maintenance & repair of main entry roller shutter & pedestrian access door inter com system, security device & associated wiring of the above. Excludes individual security key/cards of individual strata lot owners & electricity consumption costs.	All members Lot 1, 2 & 3	This shared facility is utilised by all members & visitors. All costs associated with individual roller shutter remote controls are to meet by the individual members & are not part of this shared facility	Lot 1 15% Lot 2 26% Lot 3 59%
Facility No. 3 (b)	Security roller shutter	Basement level 1 adjacent to travelator	Including without limitation routine maintenance & repair of main entry roller shutter & pedestrian access door inter com system, security device & associated wiring of the above.	Lot 3 members only		Lot 3 100%
Shared Facility No. 3 (c)	Car park roller shutter, & pedestrian access door	Wyndham Street Entry / Exit	Including without limitation routine maintenance & repair of main entry roller shutter & pedestrian access door inter com system, security device & associated wiring of the above. Excludes individual security key/cards of individual strata lot owners & electricity consumption costs.	Lot 1, 2 & 3	This shared facility is utilised by all members & visitors. All costs associated with individual roller shutter remote controls are to meet by the individual members & are not part of this shared facility	Lot 1 15% Lot 2 26% Lot 3 59%

**STRATASURV SURVEYORS**  
**SHARED FACILITIES REGISTER**  
**At 222 Botany Road, Alexandria**

**SP82782**

ePlan

Drawing Reference	Shared Facility	Location	Description/Purpose	Member Benefited	Explanatory Notes	Cost Allocation
Facility No. 3 (d)	Roller shutter	Commercial plant room ground floor Building " R "	Routine maintenance & repair of Plant Room roller shutter Building " R " ground floor	Lot 3 only		Lot 3 100%
Shared Facility No. 3 ( e)	Car park Roller Shutter	Basement Level 1 to Basement Level 2 Ramp	Including without limitation routine maintenance & repair of car park roller shutter, Inter com system, security device & associated wiring of the above. Excludes individual security key/cards of individual strata lot owners & electricity consumption costs.	Lot 1 Lot 2 Lot 3 (commercial)	This shared facility is utilised by all members & visitors. All costs associated with individual roller shutter remote controls are to meet by the individual members & are not part of this shared facility	Lot 1 35% Lot 2 47% Lot 3 18%
Shared Facility No. 4	Car park Fire stairs, Fire Passageway, external pathways.	Ground Floor, basement level 1 & basement level 2	The inspection, cleaning, routine maintenance & repairs of the stairs, hard stand surfaces, stair pressurisation & exhausting, associated lighting & signage including replacement.	All members	These fire stairs service car parking spaces from basement level 1 & basement 2 only	Lot 1 15% Lot 2 26% Lot 3 59%
Shared Facility No. 5	Building " B " fire stairs from ground floor to Level 1 & external pathways	Ground Floor & Level 1	The inspection, cleaning, routine maintenance & repairs of the stairs, hard stand surfaces, stair pressurisation & exhausting, associated lighting & signage including replacement.	All Lot 1 & Lot 3 members	These fire stairs are solely utilised by Lot 1 & lot 3 members for fire egress .	Lot 1 89% Lot 3 11%

**STRATASURV SURVEYORS**  
**SHARED FACILITIES REGISTER**  
**At 222 Botany Road, Alexandria**

**SP82782**

ePlan

Drawing Reference	Shared Facility	Location	Description/Purpose	Member Benefited	Explanatory Notes	Cost Allocation
Shared Facility No.6	Car park ventilation system (Mechanical Fans)	Basement Car park levels 1 & 2 & ventilation plant room basement level 2 Building "B"	The car park ventilation system is located throughout both basement car park levels 1 & 2 including Ventilation Plant room. Costs associated with the cleaning, maintenance, repair, testing, inspection and any other item relating to this system are to be shared. Cost excludes electricity which is metered by the Essential services meter.	All members Lot 1, 2 & 3	The ventilation system services the entire car park area, basement car parking is used by all Members, all Members are to contribute proportionately to the shared costs.	Lot 1 15% Lot 2 26% Lot 3 59%
Shared Facility No.7	Car park lighting	Basement Car park levels 1, 2	The lighting throughout both basement car park levels 1 & 2 is a Shared Facility. The costs to maintain, replace, inspect, test or any other costs necessary to ensure the operation of the lights will be shared. Cost excludes electricity which is met by individual buildings Common property meters and/or lot 3 meter.	All Members Lot 1, Lot 2 & Lot 3	The car park lighting services the entire car park area, basement car parking is used by all Members, all Members are to contribute proportionately to the shared costs.	Lot 1 15% Lot 2 26% Lot 3 59%
Facility No. 8	Auto sliding glass door	Ground Floor Building "M" adjacent to travelator.	This facility costs including without limitation routine maintenance, repair, cleaning, operation & electrical consumption costs. meter located Bid M Level 2)	Lot 3 only		Lot 3 100%

**STRATASURV SURVEYORS**  
**SHARED FACILITIES REGISTER**  
**At 222 Botany Road, Alexandria**

**SP82782**

ePlan

Drawing Reference	Shared Facility	Location	Description/Purpose	Member Benefited	Explanatory Notes	Cost Allocation
Shared Facility No.9	Cold water pump	Plant Room building "W" basement Level 1 in Sprinkler valve room	The cold water supply entering the site until the point at which it is separately metered in a Shared Facility.  This includes - water consumption for the shared facilities, cold water pump - cold water meters - pipe work servicing shared facilities exclusively.	All Members		Lot1 46% Lot 2 36% Lot 3 18%
Shared Facility No. 10	Electrical Infrastructure Substations	Open space adjacent to McEvoy Street	Substations provide electrical power supply to all Members. Until the point at which it is separately metered in a Shared Facility.  This includes - Substation kiosk & equipment - incoming electrical mains, earthing grid / rods & associated easement for access thru basement car park	All members	Lot 3 members are burdened by easement rights in favour of Energy Australia. Any additional connection by neighbouring properties requires the consent of Lot 3	Lot1 46% Lot 2 36% Lot 3 18%
Shared Facility No. 11	Electrical Infrastructure	Basement 1( below electrical substation) Building "M" and through out each building, associated open space landscaping & basements.	Electrical infrastructure required to provide electricity up to the point of individual metering &/or to shared facilities. This facility Includes but is not limited to: - Communication room - Switchrooms including electrical meters & sub meters located in the switchroom - Electrical cables, wires & ducts exclusively servicing shared facilities.	All members Lot 1, 2 & 3		Lot1 46% Lot 2 36% Lot 3 18%

**STRATASURV SURVEYORS**  
**SHARED FACILITIES REGISTER**  
**At 222 Botany Road, Alexandria**

**SP82782**

ePlan

Drawing Reference	Shared Facility	Location	Description/Purpose	Member Benefited	Explanatory Notes	Cost Allocation
Shared Facility No. 11			<p>This facility Excludes:</p> <p>(a) Costs for electrical consumption by an individual owner, member or occupier.</p> <p>(b) Electrical services, wires cables which are for the exclusive use of an owner, member or occupier.</p> <p>(c) Costs of electrical consumption by essential services.</p>			
Shared Facility No. 12	Essential Services Electricity Consumption/ Supply /Metering.	Building "M" Basement 1	<p>This facility includes the meters, metering cabinets / Switchrooms / electrical cable/ wires &amp; ducting and electrical consumption used in the provision of all essential services that are required for the safe operation of the building/s.</p> <p>These essential services include but are not limited to:</p> <ul style="list-style-type: none"> <li>- Car park Ventilation System</li> <li>- Fire Alarm Monitoring</li> <li>- Fire Control Systems</li> <li>- All Lifts including Goods Lift</li> <li>- Gas Mains/ Regulator Infrastructure</li> <li>- Stormwater pumps</li> <li>- Sewerage pumps/system</li> </ul>	All members		<p>Lot1 46%</p> <p>Lot 2 36%</p> <p>Lot 3 18%</p>

**STRATASURV SURVEYORS**  
**SHARED FACILITIES REGISTER**  
**At 222 Botany Road, Alexandria**

**SP82782**

ePlan

Drawing Reference	Shared Facility	Location	Description/Purpose	Member Benefited	Explanatory Notes	Cost Allocation
Shared Facility No. 13	Fire Alarm Monitoring	In entry lobby of each building with main control panel in building "M "	This shared facility includes costs for Monitoring the fire alarm system, maintenance, repair & communication / telephony rental & usage cost.	All Members	Sub Fire panels in Entry lobby "B", Entry lobby "R" Entry Lobby "M" Entry lobby "W". Under Five year contract to "Code Red"	Lot1 46% Lot 2 36% Lot 3 18%
Shared Facility No. 14	Fire Control systems	Throughout all buildings & basement car parking including external drenchers, Sprinkler Valve room located in basement level 2 Building "W"	The fire control system is an integrated system located throughout the buildings. This Shared facility includes without limitation: Fire Extinguishers, Fire detection systems, Fire hydrants, Fire hydrant booster pumps, Valve Room & valves, Fire alarm, Fire alarm panel, Fire hoses / Reels, Fire stairs, Sprinkler system & drenchers, Fire stairs exhaust fans & Emergency lighting. This Shared Facility Costs include all costs associated with the operation, maintenance, testing & repairs to the fire control system & the issuing of the Annual fire schedule. Note: Any additional fire services or equipment installed by a Member, Owner or Occupier is excluded.	All members		Lot1 46% Lot 2 36% Lot 3 18%



**STRATASURV SURVEYORS**  
**SHARED FACILITIES REGISTER**  
**At 222 Botany Road, Alexandria**

**SP82782**

ePlan

Drawing Reference	Shared Facility	Location	Description/Purpose	Member Benefited	Explanatory Notes	Cost Allocation
Shared Facility No. 15	Lifts No. 1  Lift No. 2	From Basement level 2 to Level 1 Building "B"	Including without limitation routine maintenance, repair & annual certification as required by Work Cover NSW. Excludes Electrical consumption costs, these costs are included within essential services electricity shared facility	All Lot 1 & Lot 3 Members		Lot 1 89% Lot 3 11%
Shared Facility No. 16	Lift No. 3	From Basement level 2 to Ground floor Building "M"	Including without limitation routine maintenance, repair & annual certification as required by Work Cover NSW. Excludes Electrical consumption costs, these costs are included within essential services electricity shared facility	All Lot 2 & Lot 3 members		Lot 2 74% Lot 3 26%
Facility No. 17	Lift No 4	From basement Level 2 to all floors Building "W"	Including without limitation routine maintenance, repair & annual certification as required by Work Cover NSW. Excludes Electrical consumption costs, these costs are included within essential services electricity shared facility	All Residential members of Lot 2		Lot 2 100%
Facility No. 18	Lift No. 5	From basement Level 2 to all floors Building "R"	Including without limitation routine maintenance, repair & annual certification as required by Work Cover NSW. Excludes Electrical consumption costs, these costs are included within essential services electricity shared facility	All Residential members of Lot 1		Lot 1 100%

**STRATASURV SURVEYORS**  
**SHARED FACILITIES REGISTER**  
**At 222 Botany Road, Alexandria**

**SP82782**

ePlan

Drawing Reference	Shared Facility	Location	Description/Purpose	Member Benefited	Explanatory Notes	Cost Allocation
Facility No. 19	Goods Lift	From basement level 1 to Ground floor Building "W"	Including without limitation routine maintenance, repair & annual certification as required by Work Cover NSW. Excludes Electrical consumption costs, these costs are included within essential services electricity shared facility	All Commercial members		Lot 3 100 %
Shared Facility No.20	Gas Infrastructure	Gas regulator located on Ground Floor Building "W" & pipe infrastructure throughout all buildings.	The gas infrastructure includes the primary gas supply entering the site until the junction point where the individual services to each member is metered. This Shared Facility includes; Main gas regulator; Gas meter room; Gas pipes exclusively servicing the shared facility.	All Members Lot 1, 2 & 3		Lot1 46% Lot 2 36% Lot 3 18%
Shared Facility No. 21	Telephone / Communications Installation MDF	Building "M" basement level 1 adjacent to lift 3	This shared facility includes associated maintenance, repair, cleaning & operation for incoming telephony / communication system for the building up to MDF main frame.	All Members Lot 1, 2 & 3		Lot1 46% Lot 2 36% Lot 3 18%
Facility No. 22(a)	Residential Waste removal & storage	Building "B" basement level 2 adjacent lift 1 & 2.	This facility includes associate maintenance, repair, cleaning & operation for residential waste removal & storage.	All Lot 1 & Lot 2 members	This facility is utilised by Lot 1 members only.	Lot 1 100%
Shared Facility No. 22 (b)	Delivery / holding bay & access way adjacent to holding bay.	Building " R " Ground floor level	Holding bay for waste collection purposes. Inclusive of costs associated with movement, storage & cleaning of area & bins	All residential members		Lot 1 63% Lot 2 37 %

**STRATASURV SURVEYORS**  
**SHARED FACILITIES REGISTER**  
**At 222 Botany Road, Alexandria**

**SP82782**

ePlan

Drawing Reference	Shared Facility	Location	Description/Purpose	Member Benefited	Explanatory Notes	Cost Allocation
Facility No. 22 (c)	Residential Waste removal & storage	Building "M" basement level 2 adjacent lift 3 & Building "W" basement level 2 adjacent to lift 4	This facility includes garbage chute, associate maintenance, repair, cleaning & operation for residential waste removal & storage.	Lot 2 members only	This facility is utilised by Lot 2 members only.	Lot 2 100%
Facility No. 23	Commercial / Retail Waste removal & storage	Commercial / Retail Waste removal & storage	This facility includes garbage chute, associate maintenance, repair, cleaning & operation for commercial/ retail waste removal & storage.	All Lot 3 members	This facility is utilised by Lot 3 members only.	Lot 3 100%
Shared Facility No. 24	Courtyard & associated hard stand surfaces	Ground Floor Building "B" access way adjacent to lift 2 fire stairs	The inspection, cleaning, routine maintenance & repairs to the courtyard, access way & hard stand surfaces including lighting.	All Members		Lot1 46% Lot 2 36% Lot 3 18%
Shared Facility No. 25	Onsite Detention Tank & five associated architectural tanks	Basement level 1 Building "W" + 2 off architectural tanks in open space buildings "M & W" + 3 off architectural tanks in opens space lot 3	Stormwater from the entire site is held in the detention tank to slow the volume of storm water released into the storm water network. The shared facility costs include maintenance, inspection, cleaning testing & running of the system as well as landscaping watering	All members		Lot1 46% Lot 2 36% Lot 3 18%
Shared Facility No. 26	Stormwater System	Basement 1 & basement 2 car parking	The shared facility includes stormwater pit & pumps, the stormwater drainage system including downpipes stormwater drainage, overland flow drains & hydraulic pipes. Including rainwater harvesting system and associated equipment.	All Members		Lot1 46% Lot 2 36% Lot 3 18%

**STRATASURV SURVEYORS**  
**SHARED FACILITIES REGISTER**  
**At 222 Botany Road, Alexandria**

**SP82782**

ePlan

Drawing Reference	Shared Facility	Location	Description/Purpose	Member Benefited	Explanatory Notes	Cost Allocation
Facility No. 27 (a)	Grease trap / Arrestor	Basement level 2 Building "W" South eastern corner servicing Lot 3	This facility traps & holds grease from stormwater collection	All retail members of lot 3	This facility is solely utilised by retail members.	Lot 3 100%
Facility No. 27 (b)	Grease trap / Arrestor	Basement level 1 Building "B" North Western corner servicing retail / commercial	This facility traps & holds grease from stormwater collection	All retail members of lot 3	This facility is solely utilised by retail members.	Lot 3 100%
Shared Facility No. 28	Lighting External Common Areas	Ground Floor & external / perimeter common areas within all buildings	This shared facility costs includes without limitation electricity usage relating to this facility, routine maintenance, repair & replacement as necessary. Cost excludes electricity which is met by individual buildings Common property meters and/or lot 3 meter.	All Members	All retail Members	Lot 1 46% Lot 2 36% Lot 3 18%
Shared Facility No. 29	Sewerage System	Throughout all lots	The sewerage system includes : Stacks vents pits & pumps & pipes servicing all components of the complex from the boundary trap to the junction point. The sewerage system excludes the sewerage components which are located inside a stratum lot or strata scheme and which are used exclusively by the member, owner or occupier.	All Members		Lot 1 46% Lot 2 36% Lot 3 18%

**STRATASURV SURVEYORS**  
**SHARED FACILITIES REGISTER**  
**At 222 Botany Road, Alexandria**

**SP82782**

ePlan

Drawing Reference	Shared Facility	Location	Description/Purpose	Member Benefited	Explanatory Notes	Cost Allocation
Shared Facility No. 30	Letter Boxes	Ground Floor Building "M" adjacent to lift 3 fire stairs; Ground Floor Building "W" adjacent to Building Managers office; Ground Floor Building "B" adjacent to lift 2 fire stairs; Ground Floor Building "R" opposite entry lobby Retreat St entrance.	The Shared Facility is the letter boxes located in or on the shared facility. This includes costs for replacement, maintenance, cleaning & repair.	All Members		Lot 1 59 % Lot 2 16% Lot 3 5%
Shared Facility No. 31	Open Space Areas, Garden Areas & Landscaping Area Ground Floor Lot 3	Ground floor open space & public access area	Includes without limitation water usage (meter located in Bld R ground floor meter room), landscaping, public lighting, signage, furniture, water irrigation system, water storage tanks and piping & its up keep, repairs, maintenance & operation. Cost excludes electricity which is met by individual buildings Common property meters and/or lot 3 meter.	All residential members Lot 1, 2 & 3 & public	Day to day usage of this facility for all members. It is intended that the area is open to the public & all members.	Lot1 46% Lot 2 36% Lot 3 18%
Facility No. 32	Open Space Areas, Garden Areas & Landscaping Area Lot 2	Level 1 adjacent to Building "M" & Building "W"	Includes without limitation water and electricity usage relating to this facility, routine maintenance, repair & replacement as necessary.	All residential members	Day to day usage of this facility for all members. It is intended that the area is open to the public & all members.	Lot 2 100%

**STRATASURV SURVEYORS**  
**SHARED FACILITIES REGISTER**  
**At 222 Botany Road, Alexandria**

**SP82782**

ePlan

Drawing Reference	Shared Facility	Location	Description/Purpose	Member Benefited	Explanatory Notes	Cost Allocation
Facility No. 33	Open space gardens & landscaping Lot 1	Lot 1	Includes without limitation water usage, landscaping, public lighting, signage, furniture, water irrigation system & its up keep, repairs, maintenance & operation	All members		Lot 1 100%
Shared Facility No. 34(a)	Mains Cold Water supply - Mains Meter	Mains Meter - Wyndham St Frontage of buildings "M & W" and throughout building	This facility is for - water supply/consumption and infrastructure throughout the building up to the point of separate Sydney Water metering for each lot. This facility includes - cold water pump - cold water meters and pipe work/infrastructure servicing this facility.	All members		Lot1 46% Lot 2 36% Lot 3 18%
Shared Facility No. 34(b)	Mains Cold water supply - Lot 1 Meter	Sydney Water Meter - Ground Floor meter room Bld R	This includes - water consumption for this meter - cold water meters - pipe work/infrastructure servicing Shared facilities supplied by this meter.  The following Shared Facilities are Privately metered from this facility - Car wash	All members		Lot1 46% Lot 2 36% Lot 3 18%

**STRATASURV SURVEYORS**  
**SHARED FACILITIES REGISTER**  
**At 222 Botany Road, Alexandria**

ePlan

**SP82782**

Drawing Reference	Shared Facility	Location	Description/Purpose	Member Benefited	Explanatory Notes	Cost Allocation
Shared Facility No. 34(b)			- Irrigation to open space areas on Lot 3 ground floor, including tanks. Lot 1 private water supply/usage/cost provided by this facility is to be met solely by Lot 1 and is determined by the amount of total water usage read by this facility meter minus the private metering (shared facilities) usage/readings.			
Shared Facility No. 34(c)	Mains Cold water supply - Lot 3 Meter	Sydney Water Meter - Ground Floor meter room Bld R	<p>This includes</p> <ul style="list-style-type: none"> <li>- water consumption for this meter</li> <li>- cold water meters</li> <li>- pipe work/infrastructure servicing</li> </ul> <p>Shared facilities supplied by this meter.</p> <p>The following Shared Facilities are Privately metered from this facility</p> <ul style="list-style-type: none"> <li>- Fire Hose Reels.</li> </ul> <p>Lot 3 private water supply/usage/cost provided by this facility is to be met solely by Lot 3 and is determined by the amount of total water usage read by this facility meter minus the private metering (shared facilities) usage/readings.</p> <p>Additional private meters are connected to this facility servicing</p> <ul style="list-style-type: none"> <li>- Building "B" Commercial lots</li> <li>- Supermarket within Building "M/ W"</li> </ul>	All members		Lot1 46% Lot 2 36% Lot 3 18%

**STRATASURV SURVEYORS**  
**SHARED FACILITIES REGISTER**  
**At 222 Botany Road, Alexandria**

**SP82782**

ePlan

Drawing Reference	Shared Facility	Location	Description/Purpose	Member Benefited	Explanatory Notes	Cost Allocation
Shared Facility No. 34(d)	Water Supply/Infrastructure not allocated in the above Shared Facilities	Throughout all buildings and lots		All members		Lot 1 46% Lot 2 36% Lot 3 18%
Facility No. 35	Mains Cold water supply - Lot 2 Meter	Sydney Water Meter - Ground Floor pump room Bld W	This includes - water consumption from this meter	Lot 2		Lot 2 100%
Facility No. 36	Delivery / Loading Dock & Dock Leveller	Building "W" Ground floor level adjacent to Goods lift & lift 4	This shared facility is utilised at the delivery dock, loading bay & dock leveller for assisting with deliveries. Costs associated with this facility includes without limitation inspection, maintenance, repair, replacement, cleaning.	All Retail Members		Lot 3 100%
Facility No. 37	Turn Table & Associated Security Roller Shutter	Car park Basement Level 1 Building "W"	The shared facility is utilised for Retail Deliveries; costs including without limitation, information signs; directory signs, costs for maintenance, cleaning, repair, replacement.	All Retail Members		Lot 3 100%
Facility No. 38	Travelator & Associated Security Roller Shutter	Ground floor & car park basement Level 1	The shared facility is utilised for Retail Deliveries; costs including without limitation information signs; directory signs, replacement, maintenance, cleaning, repair.	All Retail Members		Lot 3 100%



**STRATASURV SURVEYORS**  
**SHARED FACILITIES REGISTER**  
**At 222 Botany Road, Alexandria**

**SP82782**

ePlan

Drawing Reference	Shared Facility	Location	Description/Purpose	Member Benefited	Explanatory Notes	Cost Allocation
Shared Facility No. 39	Open Space Security Street Gates	Building "M" adjacent to lift 3 near courtyard and gate adjacent to Bld R and western boundary fence	Gates and any mechanical apparatus used to secure open space areas including costs to secure/open/close gate, wiring, locking mechanisms, maintenance, repair, cleaning & replacement.	All Members		Lot1 46% Lot 2 36% Lot 3 18%
Shared Facility No.40	Pest Control	All Buildings common Areas including fire stairs that require this facility.	Regular inspection of Shared Facilities for pest inspection & treatment for pests as necessary of all common areas including fire stairs, waste disposal & storage rooms.	All Members		Lot1 46% Lot 2 36% Lot 3 18%
Facility No. 41 (a)	Hot Water Buildings "M" & "W"	Basement level 1 under Building "W"	This shared facility is for hot water service to residential units of Lot 2 includes maintenance, repair, replacement & any gas usage for the heating of the water heater	All members Buildings "M" & "W"		Lot 2 100%
Facility No. 41 (b)	Hot Water Buildings "R" & "B"	Ground Floor Retreat St. Buildings "R"	This shared facility is for hot water service to residential units of Lot 1 includes maintenance, repair, replacement & any gas usage for the heating of the water heater	All members Buildings "R" & "B"		Lot1 100%

**STRATASURV SURVEYORS**  
**SHARED FACILITIES REGISTER**  
**At 222 Botany Road, Alexandria**

**SP82782**

ePlan

Drawing Reference	Shared Facility	Location	Description/Purpose	Member Benefited	Explanatory Notes	Cost Allocation
Shared Facility No.42	Security System / Service	Ground Floor Front Entry of BUILDING "R", "B" & "W" Lifts 1,2,3,4,5, & goods lift	Security Services will include all security items giving access to all shared facilities buildings via: lobbies, doors, roller shutters, lifts, travelator & access ways including: Security cameras; Security keys for the Building Manager's use ; Security monitoring equipment, & computers & DVD to monitor & record footage. Excludes costs associated with supply of individual strata lot owner access cards/keys. Security personnel & Security control room not included.	All members		Lot1 46% Lot 2 36% Lot 3 18%
Shared Facility No. 43	Building Manager Room	Ground Floor Building "W"	The inspection, cleaning, routine maintenance & repairs to the building managers room including lighting fit out , furnishing & computer.	All members	Office of the Building Manager	Lot1 46% Lot 2 36% Lot 3 18%
Shared Facility No. 44	Common area toilets	Lower access lobby Building "M"; Ground Floor Building "R" courtyard adjacent to Retail area	The inspection, cleaning, routine maintenance & repairs to the common area toilets including lighting & water usage.	All members	Fed from Retail water supply meter	Lot1 46% Lot 2 36% Lot 3 18%
Shared Facility No. 45	Cleaners Storage	Ground Floor Building "M" adjacent to lift 3	The inspection, cleaning, routine maintenance & repairs to the cleaners storage room including lighting.	All members	Use by Cleaner for storage of cleaning equipment	Lot1 46% Lot 2 36% Lot 3 18%

October 2009  
 Filename: 2152 shared facilities rev4.xls

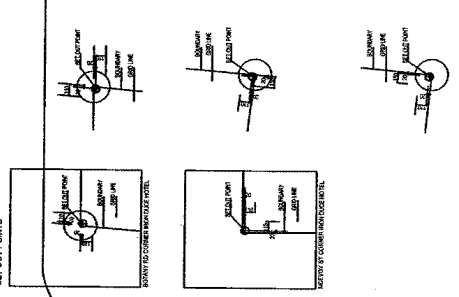
**STRATASURV SURVEYORS** Tel:(612)97151133 Fax: (612)97151144 17 of 18

**STRATASURV SURVEYORS**  
**SHARED FACILITIES REGISTER**  
**At 222 Botany Road, Alexandria**

**SP82782**

ePlan

Drawing Reference	Shared Facility	Location	Description/Purpose	Member Benefitted	Explanatory Notes	Cost Allocation
Facility No.46	Kitchen Exhaust	Vertically throughout Building "B" adjacent to lift 1 & 2 fire stairs	The inspection, cleaning, routine maintenance & repairs to the kitchen exhaust including lighting.	All retail members from Lot 3	Exhaust system for retail premises of Lot 3	Lot 3 100%
Shared Facility No.47	Insurance building / Public liability / Other	External location	The costs associated with item relates to Office Bearers, Building replacement & Public liability insurance premiums	All members		Lot1 46% Lot 2 36% Lot 3 18%
Shared Facility No.48	Auditor		Appointed to assist the committee to perform its functions	All Members	Appointed to audit the financial accounts	Lot1 46% Lot 2 36% Lot 3 18%
Shared Facility No.49	Sinking Fund Forecast		Sinking Fund forecast established to set sinking fund levies for the renewal & replacement of Shared Facilities.	All Members		Lot1 46% Lot 2 36% Lot 3 18%
Shared Facility No.50	Strata Management / Building Management		Appointed to assist the committee to perform its functions.	All Members		Lot1 46% Lot 2 36% Lot 3 18%



**NOTE: ALL BIKE RACKS ARE TYPE CVR2  
DOUBLE RACKS  
MINIMUM 66 INDIVIDUAL BIKES ARE  
NEEDED**


[illegible]

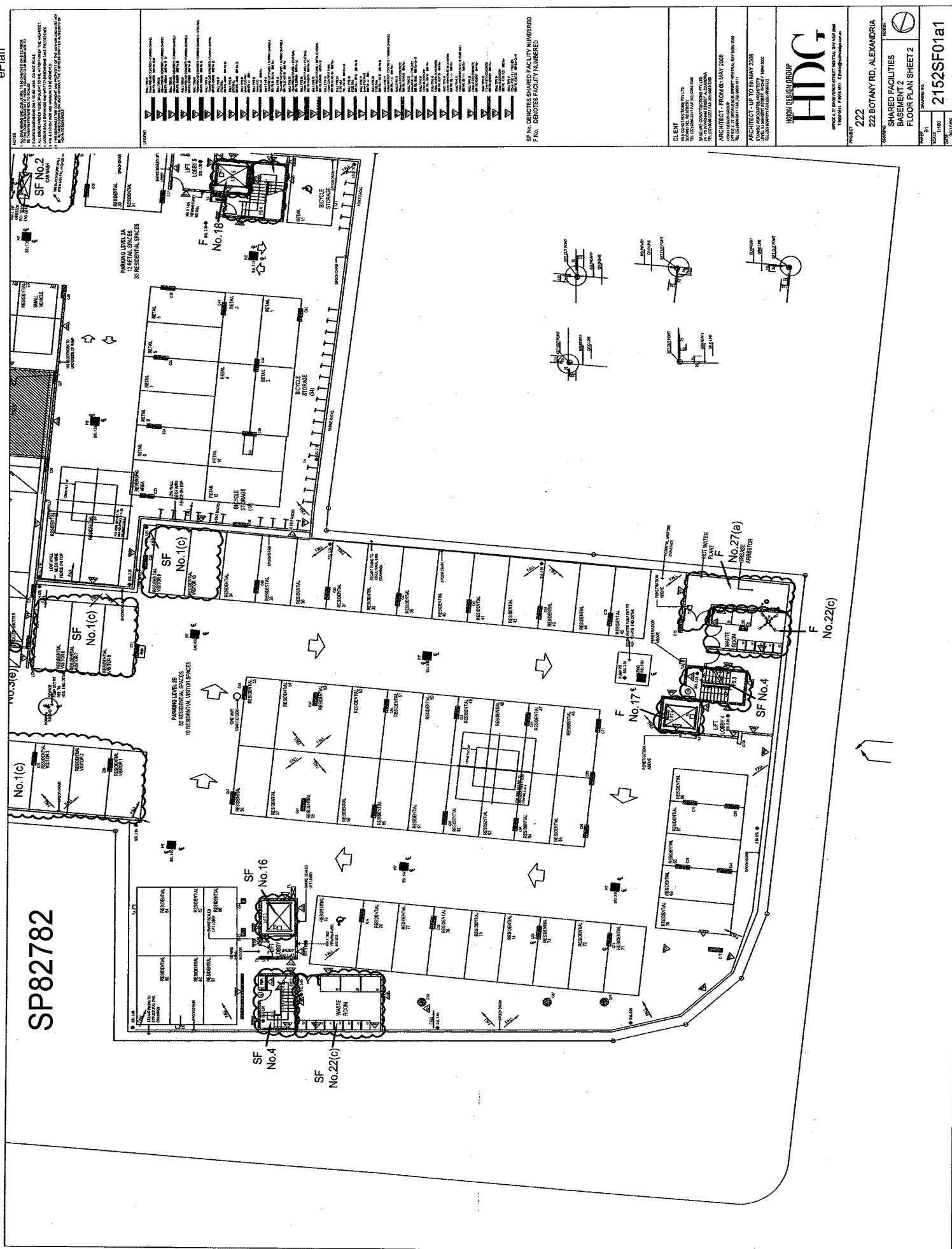
SF No. DENOTES SHARED FACILITY NUMBERED  
F No. DENOTES FACILITY NUMBERED

**CLIENT**  
BIRN CONSTRUCTION COMPANY (PTY) LTD  
100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914,

**HDC**  
HOKIN DESIGN GROUP

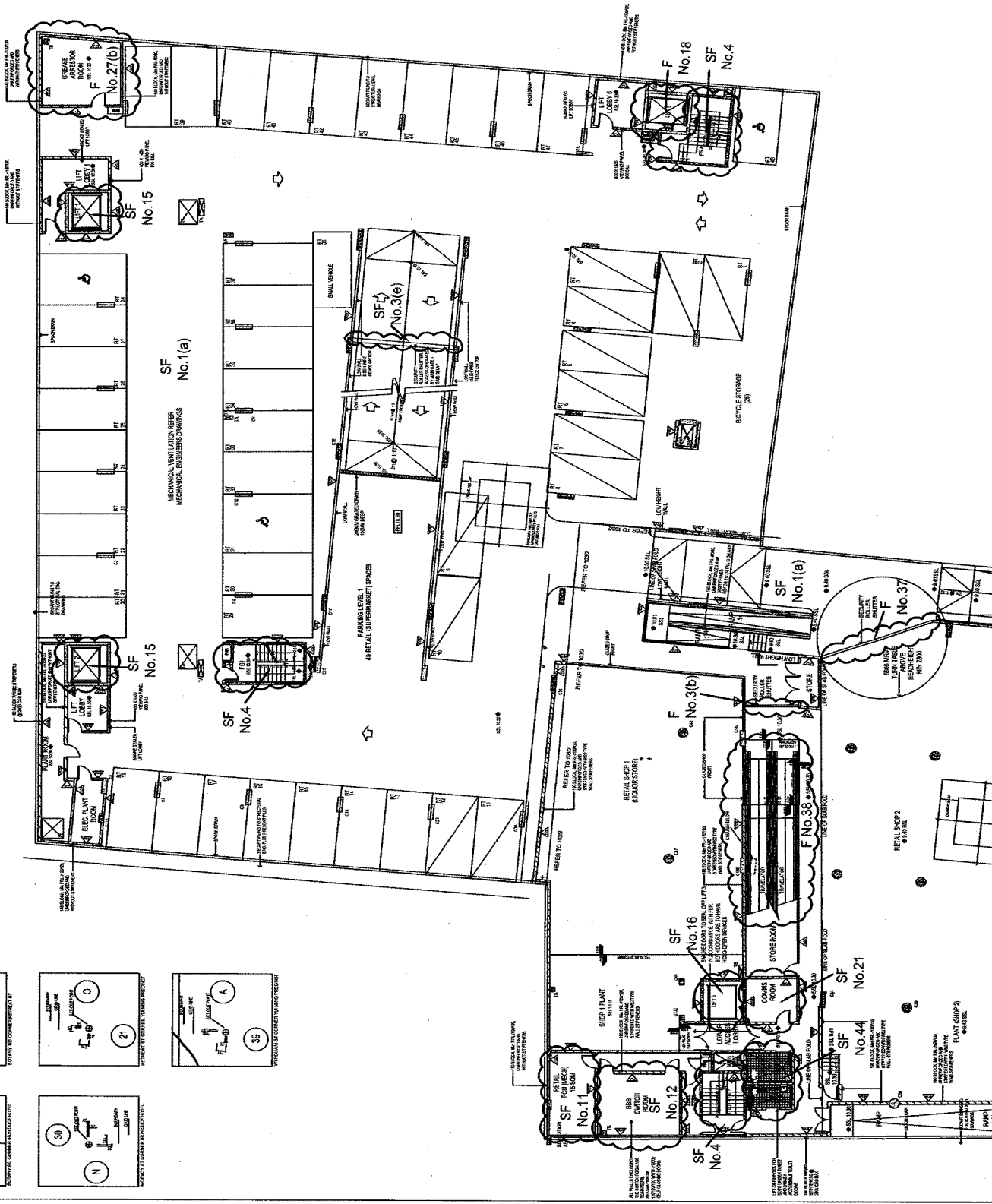
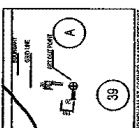
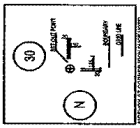
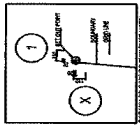
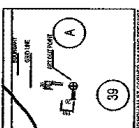
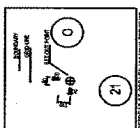
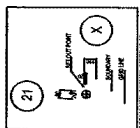
CONTACT: 616.233.0000 • 100 WEST WALTON AVENUE, SUITE 1000  
TROY, MI 48063 • FAX: 616.233.0111 • [info@hdcgroup.com](mailto:info@hdcgroup.com)  
[www.hdcgroup.com](http://www.hdcgroup.com)

PROJECT	222	SHEET	222 BOT ANY RD., ALEXANDRIA		DRAWING NO. 2152SF01a1
DESCRIPTION	SHARED FACILITIES BASEMENT 2 FLOOR PLAN SHEET 1				
DATE	1-100	DATE	28-10-06		



SP82782

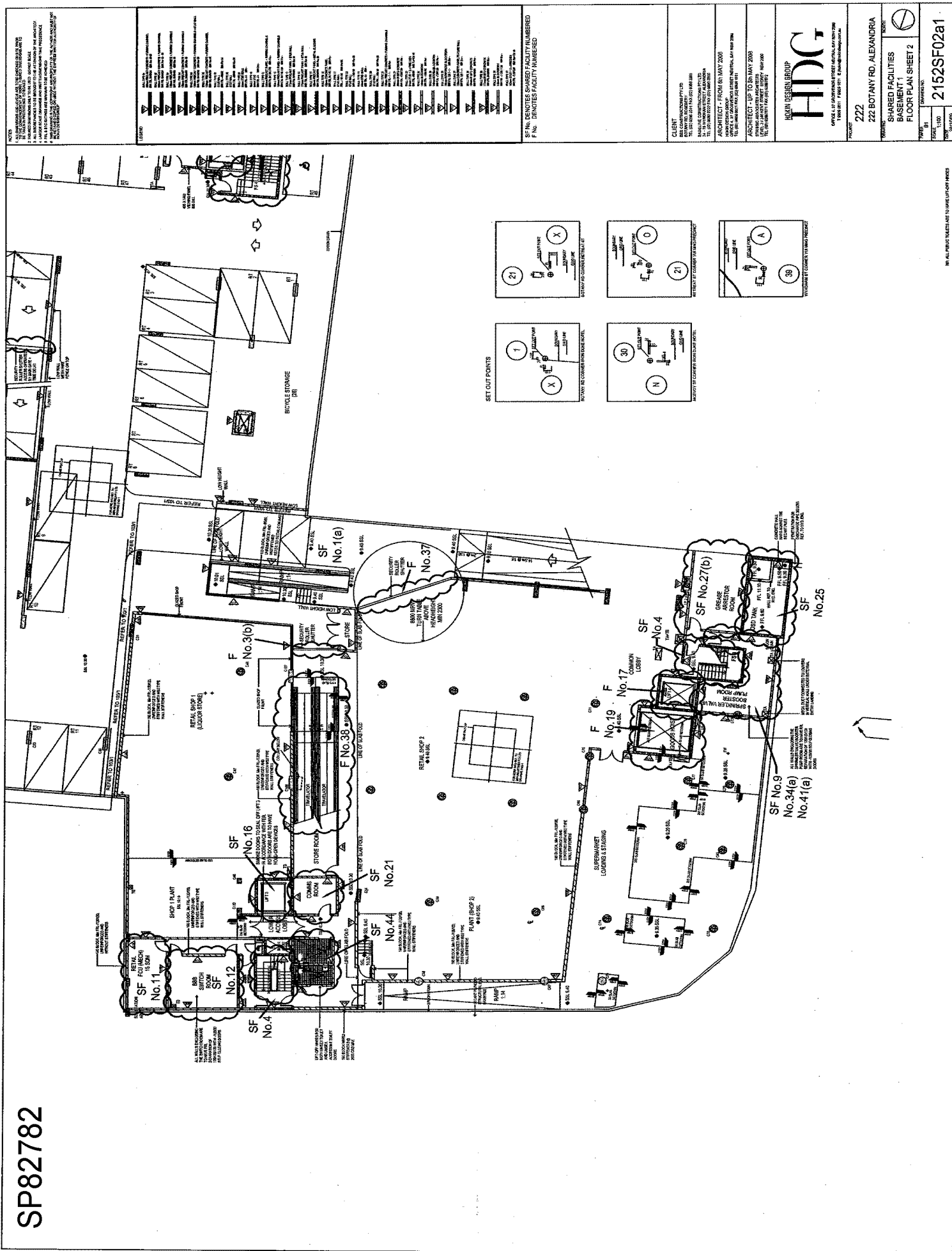
ePlan

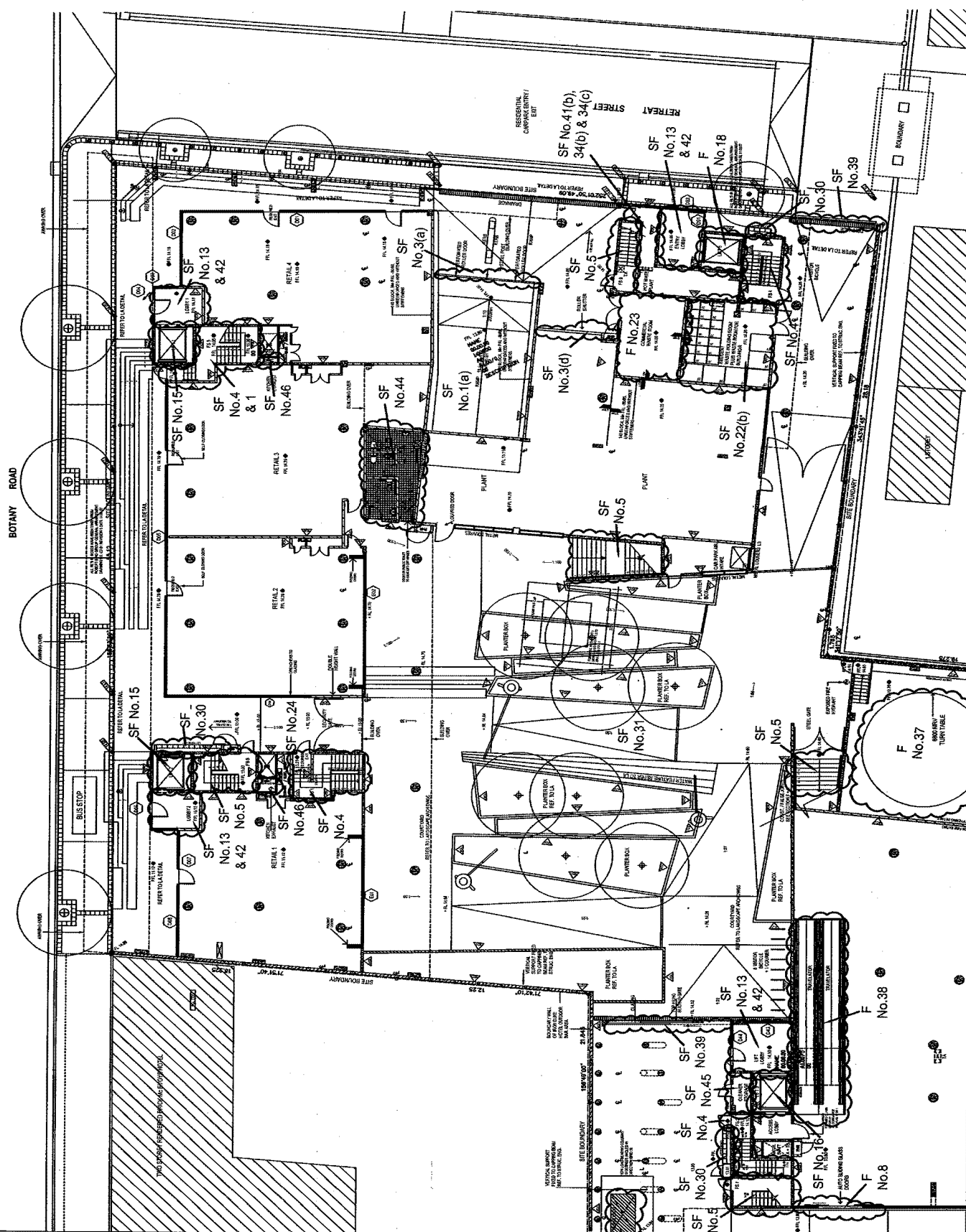


NOTES: 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED. 2. ALL WORK IS TO BE IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE NATIONAL BUILDING REGULATIONS 2011 AND THE NATIONAL ELECTRICAL REGULATIONS 2011. 3. ALL WORK IS TO BE IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE NATIONAL BUILDING REGULATIONS 2011 AND THE NATIONAL ELECTRICAL REGULATIONS 2011. 4. ALL WORK IS TO BE IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE NATIONAL BUILDING REGULATIONS 2011 AND THE NATIONAL ELECTRICAL REGULATIONS 2011. 5. ALL WORK IS TO BE IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE NATIONAL BUILDING REGULATIONS 2011 AND THE NATIONAL ELECTRICAL REGULATIONS 2011.	1. FLOOR 2. WALL 3. CEILING 4. DOOR 5. WINDOW 6. STAIR 7. ELEVATOR 8. MECHANICAL 9. ELECTRICAL 10. PLUMBING 11. FIRE 12. SECURITY 13. LANDSCAPE 14. PAVING 15. FURNITURE 16. FITTINGS 17. FINISHES 18. MATERIALS 19. EQUIPMENT 20. SERVICES 21. UTILITIES 22. TELECOMMUNICATIONS 23. SPECIAL REQUIREMENTS 24. NOTES 25. REVISIONS 26. SCALE 27. DATE 28. DRAWN BY 29. CHECKED BY 30. APPROVED BY	222 222 BOTANY RD, ALEXANDRIA SHARED FACILITIES BASEMENT 1 FLOOR PLAN SHEET 1 2152SF02a1
---	---	---

ePlan

SP82782









## SECTION FIFTEEN – METHOD OF DIVIDING COSTS

This schedule describes the various methods of dividing the costs for the Shared Facilities.

*[The method of allocation described in the following table is indicative only and may change]*

Method of allocation	Description of method of allocation
Area based percentage	The proportion the floor area of the relevant Stratum Lot bears to the aggregate floor areas of all Stratum Lots.
Car spaces percentage	The proportion the number of car spaces in the relevant Stratum Lot bears to the aggregate of the car spaces in all Stratum Lots.
Design load/area based	The proportion of the diversified usage design load for the system in a Stratum Lot relative to the diversified usage design load in all Stratum Lots.
Waste generation percentage	The proportion of waste generated from a Stratum Lot relative to the total amount of waste generated from all Stratum Lots.

SP82782

ePlan

Execution

Dated the

day of

2009

Registered Proprietor:

Executed by **BBB Constructions Pty Limited** )  
**Pty Limited ACN 119 554 700** in accordance )  
with section 127 of the *Corporations Act 2001 (C'th)* )

Signature of director

Signature of director/secretary

PHILIP BART  
Name of director (printed)

NICHOLAS BETTAR  
Name of director/secretary (printed)

Registered Mortgagee:

Signed for and on behalf of  
COMMONWEALTH BANK  
OF AUSTRALIA ACN 123 123 124 by  
**DINO PAPA**  
As duly appointed attorney under  
Power of Attorney Book **4548** Number **494**  
Dated 9 July 2008 who by executing  
this deed confirms that there has been no  
notice received of revocation of the Attorney  
in the presence of

Signature of Witness

Signed

Name of Witness

Mark Tryphon  
201 Sussex St, Sydney NSW

REGISTERED



23.11.2009

Form: 11R  
Release: 4.0

## REQUEST

New South Wales  
Real Property Act 1900



AH433678R

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises use of 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) **STAMP DUTY**

If applicable. Office of State Revenue use only

(B) **TORRENS TITLE**

300/1173184, 302/1173184, CP/SP82998, CP/SP82782 and CP/SP86728

(C) **REGISTERED DEALING**

Number	Torrens Title
Strata management statement SP82782	

(D) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
1089X	V. J Ralph & Co, City Legal Services 123786S Reference: 1200087 Russell	123786S 1089X R

(E) **APPLICANT**

The parties noted in Annexure "A"

(F) **NATURE OF REQUEST**

Amendment of strata management statement SP82782

(G) **TEXT OF REQUEST**

The parties whose names and capacities appear on Annexure "A" and execution appear on the Execution Pages being Annexure "C", agree to and request the amendment of the Strata Management Statement registered with SP 82782 by amending and adding various clauses as shown in Annexure "B" of this request.

DATE

(H)

From the list below select the required form of execution by the APPLICANT

- ☐ Standard
- ☐ Corporation with seal
- ☐ Corporation without seal
- ☐ Attorney
- ☐ Solicitor, licensed conveyancer or barrister for the applicant
- ☐ Authorised officer of the applicant

*See Pages 7 to 12 inclusive for Execution*

(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

302 - Prod 425P

6V95792

---

**THIS IS ANNEXURE "A" TO THE REQUEST FOR AMENDMENT OF STRATA  
MANAGEMENT STATEMENT REGISTERED SP 82782**

---

**The Applicant**

1. Building Management Committee comprising:
  - (a) The Owners – Strata Plan No. 82998
  - (b) The Owners – Strata Plan No. 82782
  - (c) 222 Botany Rd Pty Limited ACN 158 542 717 in its capacity as the registered proprietor of lot 300 DP 1173184
  - (d) The Owners – Strata Plan No. 86728
  - (e) Noelene Rebecca Bettar in her capacity as the registered proprietor of lot 302 DP 1173184
2. The Owners – Strata Plan No. 82998
3. The Owners – Strata Plan No. 82782
4. 222 Botany Rd Pty Limited
5. The Owners – Strata Plan No. 86728
6. Noelene Rebecca Bettar

---

**THIS IS ANNEXURE "B" TO THE REQUEST FOR AMENDMENT OF STRATA  
MANAGEMENT STATEMENT REGISTERED SP 82782**

---

**Background**

1. Since registration of the strata management statement to which this Request relates (the "Statement"), subdivision of several of the buildings the subject of the Statement has occurred.
2. These subdivisions (the "Subdivisions") are:
  - (a) Building B and R now comprising stratum parcel SP 82998;
  - (b) the Retail Building has been subdivided into the following 3 components:
    - (i) Lot 300 DP 1173184;
    - (ii) Lot 301 DP 1173184 which was subsequently subdivided by Strata Plan 86728; and
    - (iii) Lot 302 DP 1173184, which the Original Proprietor proposes to further subdivide by a Strata Plan.
3. Following, and as a result of, the Subdivisions:
  - (a) membership of the Building Management Committee is governed by clauses 25.2 and 26.2 of the Statement;
  - (b) voting arrangements are governed by clauses 25.3 and 26.3 of the Statement; and
  - (c) the proportion of Shared Costs attributable to each new Stratum Building and Strata Building is governed by clauses 25.4 and 26.4 of the Statement.
4. The Members wish to formally record the effect of the Subdivisions by amending this Statement in the manner set out in this Request.
5. The Members agree words used in this Request and not defined have the meaning given to them in the Statement.

**This annexure details amendments to the Statement as follows:**

1. *Add Item 9 to the Particulars as follows:*

**9. Building components as at the date of this amendment to the Statement**

<b>Building Description</b>	<b>Building Type</b>	<b>Building Composition</b>	<b>Title Reference</b>
Building B and R	Strata Building	Residential apartments and associated car parking	SP82998
Building M and W	Strata Building	Residential apartments and associated car parking	SP82782
Retail Building	Stratum Building	Retail and commercial components with associated car parking	Lot 300 DP 1173184
Lot 301 Residential Building	Strata Building	Residential apartments and associated car parking	SP 86728
Lot 302 Residential Building	Stratum Building	Residential apartments and associated car parking	Lot 302 DP 1173184

2. *Replace the table in Item 3 of the Particulars with the following table:*

<b>Building Description</b>	<b>Building Address</b>
Building R	1 Retreat Street, Alexandria NSW 2015
Building B	222 Botany Road, Alexandria NSW 2015
Building M	68 McEvoy Street, Alexandria NSW 2015
Building W	222 Wyndham Street, Alexandria NSW 2015
Retail Building	68 McEvoy Street, Alexandria NSW 2015

Lot 301 Residential Building	222 Botany Road, Alexandria NSW 2015
Lot 302 Residential Building	222 Botany Road, Alexandria NSW 2015

3. *Replace the table in clause 6.8(b) with the following table:*

Member	Votes
Owners Corporation of Building B and R	10 votes
Owners Corporation of Building M and W	10 votes
Owner of Retail Building	8 votes
Owners Corporation of Lot 301 Residential Building	1 vote
Owner of Lot 302 Residential Building	1 vote

4. *Replace clause 10.1 with the following clause:*

**10.1 Shared Facilities and division of Shared Costs**

- (a) Shared Facilities are facilities and services in the Building which are located on the land of a Member and which are used by:
  - (i) that Member and other Members; or
  - (ii) a Member or Members other than the Member on whose land the facilities and services are located.
- (b) Section Fourteen details the Shared Facilities. Section Fifteen describes the manner of dividing the costs of the Shared Facilities.
- (c) The proportion of Shared Costs for each Shared Facility otherwise payable by the Owner of the Retail Building before the Subdivisions, are, after the Subdivisions the proportions set out in the following table:

Member	Percentage of Shared Costs
Owner of Retail Building	88.6%
Owners Corporation of Lot 301 Residential Building	7.5%
Owner of Lot 302 Residential Building	3.9%



5. *Replace clause 22 with the following clause:*

## **22. GARBAGE**

### **22.1 Garbage arrangements generally**

- (a) Each of Residential Building B and R and Residential Building M and W have their own garbage room.
- (b) Owners and Occupiers in the Lot 301 Residential Building and the Lot 302 Residential Building may use the garbage room in Residential Building B and R.
- (c) The Garbage Holding Area is located in Residential Building R and is the subject of easement J1 registered with the Stratum Plan referred to in the Particulars.
- (d) The Garbage Holding Area is a Shared Facility.

### **22.2 Restrictions**

- (a) Owners and Occupiers of Residential Building B, Residential Building M and W, the Lot 301 Residential Building and the Lot 302 Residential Building are not entitled to, and must not, deposit garbage in the garbage rooms in the Retail Building.
- (b) The Retail Building is not entitled to, and must not, use the Garbage Holding Area for any purpose. The Owner of the Retail Building must ensure arrangements are put in place so that Occupiers, tenants and licensees of premises within the Retail Building do not deposit garbage in the Garbage Holding Area or in any garbage room in Residential Building B and R or Residential Building M and W.

### **22.3 Compliance with Council policies**

Owners, Occupiers and the Building Management Committee must comply with the policies of Council relevant from time to time in relation to the storage, handling and collection of garbage for the Building.

6. *New definition of Retail Building:*

Replace the definition of "Retail Building" with "Retail Building means the building contained within lot 300 DP 1173184".

7. *Insert the following definitions:*

"Lot 301 Residential Building" means the building described in the Particulars.

"Lot 302 Residential Building" means the building described in the Particulars.

**THIS IS ANNEXURE "C" TO THE REQUEST FOR AMENDMENT OF STRATA MANAGEMENT  
STATEMENT REGISTERED SP 82782**

**EXECUTION PAGE 1 of 6**

**1. Execution by the Building Management Committee**

The Building Management Committee Deposited Plan No.1142829 pursuant to a unanimous resolution  
passed

on 12<sup>th</sup> September 2012

**1(a) Execution by the Owners – Strata Plan 82998**

The Owners - Strata Plan No. 82998 pursuant to a special resolution passed on 12<sup>th</sup> September 2012

THE COMMON SEAL of THE OWNERS - )  
STRATA PLAN NO 82998 is affixed )

on 25<sup>th</sup> September 2012 in the presence of:  
[insert date]

[Signature]

[Signature]

[Signature]

ANDREW TINKS  
[Name of signatory]

[Name of signatory]

Strata Manager  
[Position of signatory]

[Position of signatory]



being the persons authorised by section 238(2) of the *Strata Schemes Management Act 1996 (NSW)*

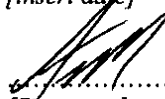
EXECUTION PAGE 2 of 6

1(b) Execution by the Owners – Strata Plan 82782

The Owners - Strata Plan No. 82782 pursuant to a special resolution passed on 12<sup>th</sup> September 2012

THE COMMON SEAL of THE OWNERS )  
STRATA PLAN NO 82782 is affixed )

on 25<sup>th</sup> September 2012 in the presence of:  
[insert day]

  
[Signature]

.....  
[Signature]

Andrew Tunks  
[Name of signatory]

.....  
[Name of signatory]

Strata manager  
[Position of signatory]

.....  
[Position of signatory]



being the persons authorised by section 238(2) of the *Strata Schemes Management Act 1996 (NSW)*

1(c) Execution by Owner of Retail Building

Executed by **222 Botany Rd Pty Ltd**  
ACN 158 542 717 in accordance with  
section 127 of the *Corporations Act 2001 (C'th)*

.....  
Secretary/Director

.....  
Director

PHILIP BAET  
Name (printed)

.....  
Name (printed)

EXECUTION PAGE 3 of 6

1(d) Execution by the Owners – Strata Plan 86728

The Owners - Strata Plan No. 86728 pursuant to a special resolution passed on 22-8-12

THE COMMON SEAL of THE OWNERS - )  
STRATA PLAN NO 86728 is affixed )

on 4-12-12 in the presence of:  
[insert date]

[Signature]

PHILIP BAET  
[Name of signatory]

DIRECTOR  
[Position of signatory]

[Signature]

ANDREW TYNKS  
[Name of signatory]

STRATA MANAGER  
[Position of signatory]



being the persons authorised by section 238(2) of the *Strata Schemes Management Act 1996 (NSW)*

1(e) Execution by the Owner of Lot 302 DP 1173184

Signed by Noelene Rebecca Bettar  
in the presence of:

[Signature]  
Witness (signature)

SHARINA SPOONER  
Witness name (printed)

[Signature]  
Noelene Rebecca Bettar (signature)

EXECUTION PAGE 4 of 6

2. Execution by the Owners – Strata Plan 82998

The Owners - Strata Plan No. 82998 pursuant to a special resolution passed on 12<sup>th</sup> September 2012

THE COMMON SEAL of THE OWNERS - )  
STRATA PLAN NO 82998 is affixed )

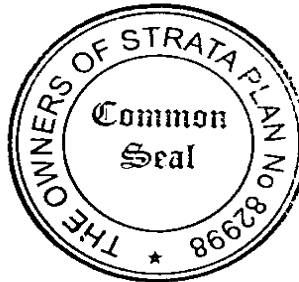
on 25<sup>th</sup> September 2012 in the presence of:  
[insert date]

[Signature] [Signature]  
[Signature] [Signature]

Andrew Tunks [Name of signatory]  
[Name of signatory]

Strata Manager [Position of signatory]  
[Position of signatory]

being the persons authorised by section 238(2) of the *Strata Schemes Management Act 1996 (NSW)*



3. Execution by the Owners – Strata Plan 82782

The Owners - Strata Plan No. 82782 pursuant to a special resolution passed on 12<sup>th</sup> September 2012

THE COMMON SEAL of THE OWNERS )  
STRATA PLAN NO 82782 is affixed )

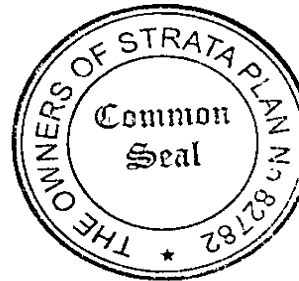
on 25<sup>th</sup> September 2012 in the presence of:  
[insert date]

[Signature] [Signature]  
[Signature] [Signature]

Andrew Tunks [Name of signatory]  
[Name of signatory]

Strata Manager [Position of signatory]  
[Position of signatory]

being the persons authorised by section 238(2) of the *Strata Schemes Management Act 1996 (NSW)*



EXECUTION PAGE 5 of 6

4. Execution by Owner of Retail Building

Executed by 222 Botany Rd Pty Ltd  
ACN 158 542 717 in accordance with  
section 127 of the *Corporations Act 2001 (C'th)*

  
.....  
Secretary/Director

.....  
Director

Philip Baer  
.....  
Name (printed)

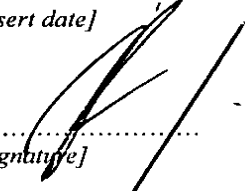
.....  
Name (printed)

5. Execution by the Owners – Strata Plan 86728

The Owners - Strata Plan No. 86728 pursuant to a special resolution passed on 22.8.12.....

THE COMMON SEAL of THE OWNERS - )  
STRATA PLAN NO 86728 is affixed )

on 4.12.12 in the presence of:  
[insert date]

  
.....  
[Signature]

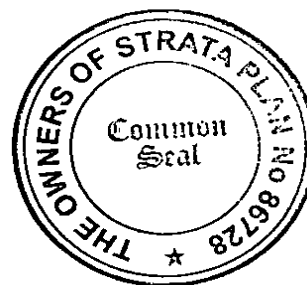
  
.....  
[Signature]

Philip Baer  
.....  
[Name of signatory]

Andrew Tunks  
.....  
[Name of signatory]

Director  
.....  
[Position of signatory]

Strata Manager  
.....  
[Position of signatory]





being the persons authorised by section 238(2) of the *Strata Schemes Management Act 1996 (NSW)*

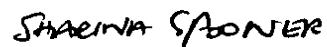
EXECUTION PAGE 6 of 6

6. Execution by the Owner of Lot 302 DP 1173184

Signed by Noelene Rebecca Bettar  
in the presence of:

  
.....  
Witness (signature)

  
.....  
Noelene Rebecca Bettar (signature)

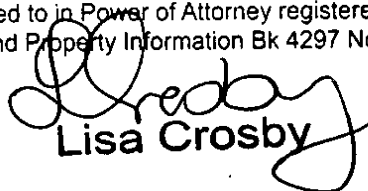
  
.....  
Witness name (printed)

SIGNED IN MY PRESENCE BY

.....  
**Lisa Crosby**  
.....  
Manager Post Settlements  
.....  
of the Commonwealth Bank of Australia,  
the duly constituted Attorney of the said  
bank who is personally known to me,

  
**Rebecca Woods**  
150 George Street Parramatta

COMMONWEALTH BANK OF AUSTRALIA by its attorney  
who is the MANAGER POST SETTLEMENTS for the time  
being at Sydney and who is the attorney mentioned  
and referred to in Power of Attorney registered  
in the Land and Property Information Bk 4297 No 297

  
**Lisa Crosby**

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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.**

ePlan  
(Sheet 1 of 3)

**SP82782**

Plan of subdivision of lot 2 in DP ~~114 2029~~  
covered by subdivision certificate number  
~~2009/0091~~ of

**Full name and address of the owner of the land:** BBB Constructions Pty Ltd ACN 119 554 700 of 791  
Botany Road, Alexandria NSW 1435

**Part 1**

<b>Number of item shown in the intention panel on the Plan</b>	<b>Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the Plan</b>	<b>Burdened Lot(s) or parcel(s)</b>	<b>Benefited Lot(s), road(s), bodies or Prescribed Authorities</b>
1	Restriction on the use of land	Lots 49 to 92 (inclusive)	Council of the City of Sydney

  
.....  
Council Authorised Person



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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.**

ePlan

(Sheet 2 of 3)

**SP82782**

Plan of subdivision of lot 2 in DP 114 2829  
covered by subdivision certificate number  
2009/0091 of

**Part 2**

**1. Terms of restriction on the use of land numbered 1 in the Plan**

- 1.1. The lot may only be used by a resident of premises in the Stratum Lot 1 Building or a resident of premises the Stratum Lot 2 Building.
- 1.2. This restriction may only be released, varied or modified by the Council.

**2. Definitions**

In this Instrument, the following words have the following meaning:

“**Council**” means the Council of the City of Sydney.

“**Instrument**” means this instrument.

“**Plan**” means deposited plan registered number

“**Strata Management Statement**” means a strata management statement registered in accordance with the provisions of Division 2B of the *Strata Schemes (Freehold Development) Act 1973 (NSW)* as that Act may be amended from time to time.

“**Stratum Lot 1 Building**” means the building erected on lot 1 in the Plan (being also known as building R and B).

“**Stratum Lot 2 Building**” means the building erected on lot 2 in the Plan (being also known as building M and W).

**Interpretation**

- 2.1. Notwithstanding anything to the contrary in this Instrument or a Strata Management Statement, no term in a Strata Management Statement must be read or interpreted to affect the purpose or operation of a restriction in this Instrument.

  
.....  
Council Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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.

ePlan  
(Sheet 3 of 3)

SP82782

Plan of subdivision of lot 2 in DP 114 2829  
covered by subdivision certificate number  
2009/0091 of

Dated:

Execution by registered proprietor:

Executed by **BBB CONSTRUCTIONS PTY  
LIMITED ACN 119 554 700** in accordance  
with section 127 of the *Corporations Act 2001*  
(C'th)

Signature of director

PHILIP BART  
Name of director (printed)

Signature of director/secretary

NICHOLAS BETTAR  
Name of director/secretary (printed)

Execution by registered mortgagee:

Signed for and on behalf of  
COMMONWEALTH BANK  
OF AUSTRALIA ACN 123 123 124 by

**DINO PAPA**  
As duly appointed attorney under  
Power of Attorney Book 4518 Number 494  
Dated 9 July 2008 who by executing  
this deed confirms that there has been no  
notice received of revocation of the Attorney  
in the presence of

Signature of Witness

Mark Thompson  
Name of Witness

201 Sussex St, Sydney NSW

Council Authorised Person

REGISTERED



23.11.2009

Form: 11R  
Release: 4-2

## REQUEST

**New South Wales  
Real Property Act 1900**



AM697566C

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar to use the information provided 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.**

(A) STAMP DUTY

If applicable, Office of State Revenue use only

(B) TORRENS TITLE

Please see Annexure "A" hereto

(C) REGISTERED DEALING

Number

Torrens Title

## (D) LODGED BY

Document  
Collection  
Box

Name, Address or DX, Telephone, and Customer Account Number if any

RPS Australia Pty Ltd 131118  
GPO Box 5196 Sydney NSW 2001

CODE

883G

Reference: DP20-1 PAN PPN1231704

R

**(E) APPLICANT**

Transport for NSW

(F) NATURE OF REQUEST

Notice of Proposed acquisition under section 11 of the Land Acquisition  
(Just Terms Compensation) Act 1991

(G) TEXT OF REQUEST

Transport for NSW gives notice that the lots shown on Annexure 'A' hereto are the subject of a proposed acquisition on the terms of the notice forwarded to the registered proprietor on 27 June 2017 as shown on Annexure 'B' hereto.

DATE \_\_\_\_\_

22. 8. 2017

(H)

Certified correct for the purposes of the Real Property Act 1900 on behalf of the applicant by the person whose signature appears below.

**Signature:**

rs below.

**Signatory's name:**  
**Signatory's capacity:**

Margaret Colleen Hole  
solicitor **FOR APPLICANT**

(1) 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.

Annexure "A" to request dated 22.8.2017

No.	Folio Identifier
1	2/200259
2	21/135619
3	8/229389
4	5/33293
5	2/716005
6	11/229389
7	5/229389
8	1/248753
9	1/847471
10	6/33293
11	4/611313
12	10/229389
13	CP/SP82998
14	Volume 8489 Folio 169 e
15	2/21278
16	10/590852
17	CP/SP60984
18	1/1227704
19	CP/SP93578
20	4/1145989
21	4/33293
22	CP/SP48544
23	Volume 10683 Folio 209 e
24	2/1165059
25	9/229389
26	Volume 5352 Folio 222 e
27	7/229389
28	4/200259
29	3/1145989
30	100/1112199
31	41/789768
32	5/200259
33	6/628960
34	7/33293
35	1/1157595
36	3/248753
37	300/1173184
38	2/841108
39	1/841108
40	3/33293
41	2/1145989
42	CP/SP67076
43	5/1145989
44	2/803412
45	CP/SP78698
46	1/197155
47	42/789768
48	1/848073
49	1/33293
50	2/713820

now being AC 8489-169

now being AC 10683-209

now being AC 5352-222



No.	Folio Identifier
✓ 51	1/80825
✓ 52	CP/SP82782
✓ 53	B/154232
✓ 54	6/229389
✓ 55	1/549700
✓ 56	200/1156713
✓ 57	2/33293
✓ 58	Y/419800
✓ 59	7/733973
✓ 60	3/1003248
✓ 61	CP/SP61527
✓ 62	1/230727
✓ 63	12/1186738
✓ 64	5/248753
✓ 65	4/248753
✓ 66	1/577429
✓ 67	2/248753
✓ 68	1/566717
✓ 69	11/590852
✓ 70	CP/SP83647
✓ 71	1/1145989
✓ 72	1/532663
✓ 73	1/828392
✓ 74	CP/SP67711
✓ 75	4/229389
✓ 76	3/200259





Annexure "B" to request dated 22 August 2017

## Transport for NSW

[Document\_Reference]

[Contact\_Name]  
[Company\_Name]  
[Mailing\_Number\_Street\_PO Box]  
[Mailing\_Suburb]  
[Mailing\_State] [Mailing\_Postcode]

Dear [Salutation]

**Sydney Metro City & Southwest – Acquisition of substratum land for the purpose of underground rail facilities**

**Property: See list in Annexure A**

We are writing to you regarding your Property (listed at Annexure A) and the delivery of the NSW Government's *Sydney Metro* rail project.

[Document\_Reference]

### **Sydney Metro**

Sydney Metro is Australia's largest public transport project – a new standalone railway, the project will deliver 31 metro stations and 66 kilometres of new metro rail across Sydney.

When fully completed in 2024, metro rail services will operate between Sydney's northwest, Chatswood, Crows Nest, North Sydney, the Sydney CBD, Sydenham and Bankstown.

Transport for NSW (TfNSW) is the NSW Government agency responsible for the delivery of the Project.

The project is being built in two stages, with the second stage of the project referred to as *Sydney Metro City & Southwest*. This stage of the project includes the construction of two underground rail tunnels (located side by side) from Chatswood, under Sydney Harbour, through to new underground stations in the CBD and out to Sydenham.

Planning approval for the construction of these two rail tunnels and the new stations between Chatswood and Sydenham was granted in January 2017. The major station and tunnel excavation works associated with this approval will commence by 2018.

### **Your Property**

An area of land under the surface of your Property (listed at Annexure A) has been identified as required for the new *Sydney Metro* rail tunnels. This means that TfNSW will need to acquire a 'substratum' area of land under the surface of your Property to build the tunnels.

Sydney Metro  
PO Box K659, HAYMARKET NSW 1240  
T 02 8265 6000 F 02 8265 9501  
<http://sydneymetro.info>  
ABN 18 804 239 602

Page 4 of 5

[Document\_Reference]

Where possible, the rail tunnels are located beneath major roads, open space or public buildings. However, this is not always feasible and in some cases the rail tunnels are located beneath privately owned property.

The area of land required under the surface of your Property will depend on a number of factors including the exact proximity of your Property to the rail tunnels. TfNSW will only acquire the amount of land needed to safely construct and provide long term protection for the tunnels. It is important that you are aware that in the majority of cases, acquisition of land under the surface will not affect the future use of your Property.

The tunnels will be positioned at various depths along the rail corridor alignment depending on a number of factors such as land contours, design, environmental and geological conditions. Within these constraints, we endeavour to make the tunnels as deep as possible.

#### ***Where can I get more information?***

A range of general project information is available at <http://sydneymetro.info>. We have also enclosed two fact sheets – one that answers some frequently asked questions about substratum land acquisition and another that answers questions about tunnelling.

A special tunnel viewer website is also available for you to see the approximate location where the rail corridor will pass under the surface of your Property and how deep the tunnels will be. To view this, please go to [www.metroviewer.com.au](http://www.metroviewer.com.au) and use the following username and password:

Username: tunnel

Password: gbe33r (Note: Username and Password are case sensitive)

Once you access the website, you can type in your Property's street address for more information. If you do not have access to the internet, please contact our Place Manager on the details provided below.

#### ***What happens next?***

We will write to you again shortly with more detailed information on the area under the surface of your Property that TfNSW is proposing to acquire and to commence the acquisition process.

#### ***Who can I talk to?***

We understand you may have a number of questions regarding substratum acquisition, the acquisition process and tunnel construction. The Sydney Metro project team has appointed a dedicated Place Manager for you to speak to. Your Place Manager is [Place\_Manager's] and can be contacted on 1800 171 386 or via email at: [sydneymetro@transport.nsw.gov.au](mailto:sydneymetro@transport.nsw.gov.au). If you have any questions we encourage you to contact your Place Manager.

Yours sincerely

Rodd Staples

Program Director, Sydney Metro

Sydney Metro  
PO Box K659, HAYMARKET NSW 1240  
T 02 8265 6000 F 02 8265 9501  
<http://sydneymetro.info>  
ABN 18 804 239 602

Page 5 of 5





Form: 15CH  
Release: 2-1

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900

**AN521719P**

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

**(A) TORRENS TITLE**

For the common property

CP/SP 82998

**(B) LODGED BY**

Document  
Collection  
Box

**573X**

Name, Address or DX, Telephone, and Customer Account Number if any

Network Strata Services Pty Limited 123421L

P O Box 265

HURSTVILLE BC NSW 1481

Reference: 82998

CODE

**CH**

- (C) The Owners-Strata Plan No. 82998 certify that a special resolution was passed on 28/2/2018
- (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 16,17,18
- Amended by-law No. NOT APPLICABLE
- as fully set out below:
- As set out in Annexure A

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure B
- (G) The seal of The Owners-Strata Plan No. 82998 was affixed on 6/7/2018 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:

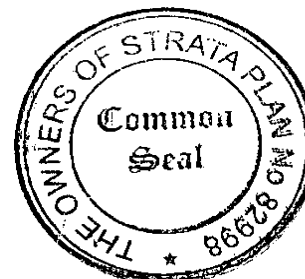
Name: Brad Wood

Authority: Netstrata-Managing Agent

Signature:

Name:

Authority:

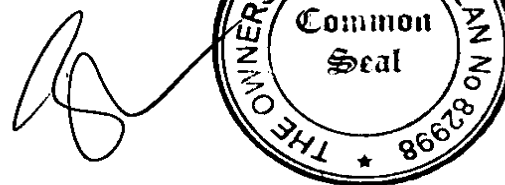




## **Annexure A Change of By-Laws**

**Parties: 82998**

**Dated: 128 February 2018**



### **Special By-Law 16- Pre-Meeting & Electronic Voting By-Law**

#### **A) Intention**

The intention of this By-law is to provide authorisation to both the Owners Corporation and Strata Committee to utilise pre-meeting electronic voting and electronic voting as a means of collecting and counting votes for a matter to be determined by either the Owners Corporation or Strata Committee.

#### **B) Pre-Meeting Electronic Voting**

(i) The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.

(ii) The Strata Committee, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.

#### **C) Electronic Voting**

The Owners Corporation and Strata Committee shall be authorised to utilise electronic means of voting including but not limited to, teleconferencing, video-conferencing, email (including scanned ballot papers), websites, mobile applications and other electronic means for the purpose of collecting and counting votes on any matter for determination by the Owners Corporation or Strata Committee prior and during the conduct of a meeting.

#### **D) Compliance and Capability**

Where the Owners Corporation or Strata Committee elects to use pre-meeting voting and/or electronic voting to assist with the conduct of a meeting, the secretary or Strata Managing Agent must ensure that;

- (i) All rules surrounding the conduct of a meeting wholly or partially by pre-meeting and electronic voting are followed as specified by the Strata Schemes Management Act 2015, Strata Schemes Management Regulation 2016 as well as the terms of this By-law, and
- (ii) The venue and electronic means used have the appropriate capabilities that will enable the meeting to be conducted using those mediums.

### **Special By-Law 17- Minor Renovations**

#### **1. Intention**

The intention of this By-law is;

- i. To delegate the function of approving Minor Works to the Strata Committee of the Owners Corporation in accordance to section 110(6)(b) of the Strata Schemes Management Act,
- ii. Define what Minor Works may be approved by the committee,
- iii. Provide owners with an application process to have their Minor Works approved,
- iv. Provide Terms and Conditions that will apply to all Minor Works that are approved by the strata committee.

#### **2. Definitions**

- i. The terms and references used in this By-law have the same meaning as the terms and references found in the Strata Schemes Management Act 2015 (the Act) and Strata Schemes Management Regulation 2016 (the Regulations).
- ii. Minor Renovations means any work to the common property in the building in connection with a lot for the following purposes;
  - a. Renovating a kitchen, bathroom or laundry within a lot (not including waterproofing works)
  - b. Renovating any other room within a lot (not including structural works)
  - c. Changing or installing recessed light fittings,
  - d. Installing or replacing wood or other hard floors,
  - e. Installing or replacing wiring or cabling or power or access points,
  - f. Work involving reconfiguring walls,
  - g. Installing or replacing pipes and duct work,
  - h. Installing a rainwater tank,
  - i. Installing a clothesline,
  - j. Installing a reverse cycle split system or ducted air-conditioning system,
  - k. Installing double or triple glazed windows,
  - l. Installing a heat pump or hot water service,
  - m. Installing ceiling, wall or floor insulation,
  - n. Installing an antenna, an aerial or satellite dish (less than 1.5M in diameter),
  - o. Installing a skylight, rotary roof ventilator device or exhaust fan in the roof space directly above the owners lot,
  - p. Installing solar panels and/or an electric battery for the purposes of providing electricity supply to the owners lot
  - q. Any other installation or renovation deemed a 'Minor Renovation' by the strata committee that accords with section 110 of the Act.

## **Annexure A Change of By-Laws**

**Parties: 82998**

**Dated: 28 February 2018**

### **3. Authority to approve Minor Renovations**

- i. The Owners Corporation delegates to the Strata Committee under section 110(6)(b) of the Act, the authority to approve Minor Renovations as defined in this By-law to all lots within the strata scheme.
- ii. Upon receiving an application for Minor Works, the secretary or Strata Managing agent must convene a meeting of the Strata Committee within the timeframes and within provisions of the Act and Regulations.
- iii. The meeting may be convened and conducted by electronic means, if the Owners Corporation or Strata Committee has approved pre-meeting voting and electronic voting.
- iv. In the event there is no committee elected or the committee are unable to meet within the timeframes defined by the Act, the application must be determined by the Owners Corporation at a general meeting.
- v. The committee may, at its own discretion, decide that an application for Minor Renovations be determined by the Owners Corporation at a general meeting.
- vi. The Strata Committee may not unreasonably withhold approval for a Minor Renovation, however where the committee does withhold approval, the owner may refer their application for Minor Renovations to Owners Corporation for determination at a general meeting.
- vii. Where a general meeting is required pursuant to clause 3(vi) of this By-law, all costs associated with the production of that meeting will be borne by the owner of the lot to which the application applies, unless the application is to be determined at the next Annual General Meeting of the Owners Corporation or the strata committee agrees that the Owners Corporation will assume the expense.
- viii. Pursuant to section 110 of the Act, the Strata Committee cannot approve Minor Renovations of a structural nature or renovations that require waterproofing works.

### **4. Application Process**

An application for a Minor Renovation must be made in writing and sent to the secretary or Strata Managing Agent and be accompanied with all necessary documentation that will readily allow the strata committee to determine the application, including but not limited to;

- i. The name of the applicant, contact details and lot number to which the Minor Renovations will apply,
- ii. A description of the Minor Renovations proposed,
- iii. All plans, specifications, drawings, expert reports or other information that will assist the committee in processing the application, including;
  - a. For works that involve the installation of timber or hard floors within a lot, details of the acoustics to be used to ensure adequate sound proofing;
  - b. For works that involve installing recessed lighting, a copy of the fire proofing proposed to be used,
- iv. Details of how any rubbish and debris will be disposed of during the construction process, v. The estimated duration of the work,
- vi. Other information that the committee may require in order to process the application.

### **5. Terms and Conditions that will apply to all approvals**

The following terms and conditions will apply to all Minor Renovations approved by the Strata Committee pursuant to this By-law.

- i. The owners must inform the secretary or Strata Managing Agent not less than fourteen (14) days before the Minor Renovations are to commence;
  - ii. Anything installed as a result of the Minor Renovation shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of the lot which they service, including successors in title;
  - iii. the owners of any lot undertaking the Minor Renovations must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
  - iv. the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
  - v. any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Minor Renovations must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
  - vi. the Minor Renovations must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
  - vii. the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the Minor Renovations are to be replaced or renewed;
- (2) In the event that an owner or occupier of a lot to which the Minor Renovations have been completed, after notice, fails to comply with any matters set out in conditions (i) to (vii) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.
- (3) The Strata Committee or Owners Corporation may impose additional terms and conditions to the granting of approval for Minor Renovations, including but not limited to;
- i. The supply of a Dilapidation Report prior to the commencement of the works,
  - ii. The supply of additional expert reports relevant to the proposed works,
  - iii. Payment of a Bond before commencement of the works,
  - iv. Conditions surrounding noise and proposed times of work,
  - v. Provisions for cleaning and removal of debris,
  - vi. Conditions surrounding access to common property for trades, equipment and vehicles.
  - vii. Any other matter relevant to the application.

## **Annexure A Change of By-Laws**

**Parties: 82998**

**Dated: 28 February 2018**

### **Special By-Law 18- Absolution of Maintenance- Lot Fixtures & Fittings**

#### **PART 1 - Introduction and Intent**

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

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

The intent being that any fixture or fitting contained within the lot, whether specified in this By-law or not, or any appliance that only services one lot, whether specified in this By-law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the Owners Corporation absolving its maintenance responsibilities for same pursuant to section 106 of the Act.

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

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

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

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

#### **PART 2 - Definitions**

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

(a) Act means the Strata Schemes Management Act 2015 (NSW) or any amendment

(b) Lot means any lot in the strata plan

(c) Owner means the owner of the Lot

(d) Owners Corporation means the owners corporation created by the registration of strata plan 82998

(e) Internal Area means any area within the envelope of a lot as defined by the Strata Plan

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

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

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

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

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

#### **PART 3 - Terms and Conditions**

In accordance with section 106 of the Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owners lot within the Strata Scheme;

##### **3.1 Internal Areas**

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

(a) All Cornices

(b) All Skirting Boards

(c) All Architraves and Internal Door Jams

(d) Wall tiles wherever located, including kitchen, bathroom and laundries

(e) Floor Tiles wherever located, including kitchen, bathroom and laundries

(f) False Ceilings

(g) Mezzanines, Stairs and Handrails

(h) All paintwork and wall paper

(i) The cleaning of mould throughout the lot where the causative factors are purely environmental

##### **3.2 Bathroom, Ensuites and Laundry Areas**

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

(a) All taps and internal pipe work

(b) Shower screens

(c) Bathtub, including internal floor waste and drainage pipes

(d) Sinks and hand basins including internal drainage pipes,

(e) Cabinets and mirrors

(f) Toilet pan, including cistern and internal waste pipes

(g) All lights, light fittings and exhaust fans that only service the lot, wherever located

##### **3.3 Kitchen Areas**

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

(a) All taps and internal pipe work

(b) All internal waste and drainage pipes, including connection to the common stack

(c) Bench tops

(d) Sinks and insinkers

(e) Ovens, Stoves and Cook Tops

**Annexure A Change of By-Laws**

**Parties: 82998**

**Dated: 28 February 2018**

(f) All lights, light fittings, exhaust fans and rangehood's that only service the lot, wherever located, including ducting and external ventilation points

**3.4 Floor Coverings**

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

**3.5 Balcony/Courtyard Areas**

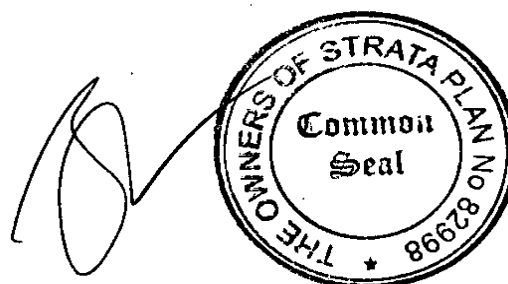
- (a) All stairs and handrails within the balcony or courtyard area
- (b) All plants and grassed areas within the balcony or courtyard
- (c) The pruning, trimming or removal of a tree or trees, including damage caused by roots
- (d) Fences that divide two lots
- (e) All lights, switches, light fittings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

**3.6 Electrical Fittings & Appliances**

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

**3.7 Front Door, Balcony Doors, Windows and Garage Area**

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





Tel: 1300 NETSTRATA  
Fax: 1300 644 402

P.O. Box 265  
HURSTVILLE BC 1481

## ANNEXURE B By-Laws

### Strata Plan 82998 222 BOTANY ROAD ALEXANDRIA

The Following are the Standard By-laws registered with the scheme. Strata Plan registration  
Date: 15/12/2009

#### 1 Meanings

##### 1. Meanings

##### 1.1 Meanings of terms

In these by-laws, these terms (in any form) mean:

Apartment means the apartment comprised within a Lot

Apartment Services means the provision by the Caretaker to those Owners and Occupiers who elect to use them, services associated with the occupation of an Apartment.

Approved Building Works means Building Works to a Lot or Common Property which have been approved by the Owners Corporation in accordance with by-law 19.

Authority means any Governmental Agency or any statutory, public or other Authority having jurisdiction over the Building.

Benefited Party means any person or body corporate having the benefit of an Easement.

Building means the buildings constructed within the Parcel known as Building M and Building W, being the buildings located at 68 McEvoy Street, Alexandria NSW 1435 and 22 Wyndham Street, Alexandria NSW 1435 respectively.

Building Services means services in connection with the maintenance and repair of the common Property, cleaning services in connection with the Common Property, waste/garbage management services in connection with the Parcel

and landscaping services to the Owners Corporation.

Building Works has the meaning given to the term in by-law 19.1(a)

By-laws means the by-laws in place from time to time for the Strata Scheme.

Cable means cables, conduits, pipes wires and ducts.

Caretaker means the person appointed by the Owners Corporation pursuant to the Caretaker Agreement.

Caretaker Agreement means the agreement between the Owners Corporation and the Caretaker contemplated by bylaw

##### 16.1

Code means a code made by the Owners Corporation in accordance with by-law 9.1 (as it may be amended or changed)

Common Property means so much of the Parcel as from time to time is not comprised in any Lot.

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

Development Application means an application for a development consent made under the Environmental Planning and Assessment Act 1979 (NSW).

Development Consent means a consent to a Development Application issues under the Environmental Planning and Assessment Act 1979 (NSW) and includes all amendments and variations to that consent.

Easement means any easement or restrictive covenant burdening or benefitting the Common Property.

Equipment includes plant, machinery, equipment and security devices

Exclusive Use Area means that part of the Common Property the subject of an Exclusive use By-Law.

Exclusive Use By-Law means an exclusive use and special privilege by-law made in accordance with Division 4 part 5 Chapter 2 of the Management Act.

Executive Committee means the facilities manager appointed by the Building Management Committee.

Garbage means any refuse, recyclable material or waste.

Garbage Room means that part of the building comprising the garbage room.

Governmental Agency means any governmental, or semi-governmental, administrative, fiscal or judicial department,

commission, authority, tribunal, agency or entity.

Initial Period has the meaning given to it by the Management Act.

Law includes any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and

whether state, federal or otherwise.



Report Date: 6th July 2018



Tel: 1300 NETSTRATA P.O. Box 265  
Fax: 1300 644 402 HURSTVILLE BC 1481

## By-Laws

### **Strata Plan 82998** **222 BOTANY ROAD ALEXANDRIA**

---

Legislation means the Management Act and the Development Act.

Lot means a lot in the Strata Plan and otherwise has the meaning given to it by the Development Act.

Major Building Works means:

(a) alterations to, additions to, removal of, repair or replacement of:

(i) any part of the Common Property (such as (by way of example only) Common Property walls, Common Property windows and doors, Common Property floor and ceilings);

(ii) the structure of a Lot;

(iii) the internal walls inside a Lot (such as dividing walls even though they may not be Common Property);

(iv) the balcony attached to a Lot (such as enclosing it or erecting some permanent structure on it (not including plants and furniture) or changing railings, balustrades, tiles); and

(v) the installation of an air conditioning unit on or in any part of the Parcel;

(b) any alteration to, addition to, removal of, repair or replacement of any part of a Lot or Common Property which may

impact on the structural integrity of the building; and

(c) the installation of any bars, screens, grilles or other safety devices to the exterior of any windows or doors to a Lot.

Management Act means the Strata Schemes Management Act 1996 (NSW)

Managing Agent means the person appointed by the Owners Corporation as its strata managing agent under section

27 of the Management Act

Minor Building Works means any alterations to, additions to, removal of, repair of or replacement of any part of a Lot

or any fixture in a Lot which are not Major building Works (such as (by way of example only), floors, flooring, underlay,

the surface of internal walls, tiles, bathroom fixtures, kitchen fixtures).

Occupier means the occupier, lessee or licensee of a Lot (not being the Owner of a Lot)

Original Owner means the registered proprietor of the Lots at the time of registration of the Strata Plan being a party identified in the Particulars.

Owner means the registered proprietor, or mortgagee in possession, for the time being of a Lot.

Owners Corporation means the owners corporation constituted on registration of the Strata Plan.

Parcel means the land comprising the Lots and Common Property the subject of the Strata Scheme.

Real Estate Services means the provision by the Caretaker to those Owners who elect to use them, services associated with the letting, managing and sale of Lots.

Representative means the representative of the Owners Corporation on the Building Management Committee

Restricted Matter means a matter or class of matter:

(a) which in accordance with the Legislation may only be determined by the Owners Corporation in general meeting; or

(b) which has been determined by the Owners Corporation in general meeting as being a matter or class of matter which

may only be determined by the owners Corporation in general meeting.

Rules means the rules made by the Owners Corporation in accordance with by-law 9.1 (as they may be amended or changed).

Security Key means a key, magnetic card or other device used to open and close doors, gates or locks or to operate

alarms, security systems or communication systems within the Building.

Shared Facilities means the services and facilities described as "Shared Facilities" in the Strata Management Statement.

Sign includes any sign, light, advertisement, name, notice, placard and any other similar item, and includes any Sign

advertising a Lot for sale or to let.

---

Report Date: 6th July 2018



Tel: 1300 NETSTRATA  
Fax: 1300 644 402

P.O. Box 265  
HURSTVILLE BC 1481

## By-Laws

### **Strata Plan 82998 222 BOTANY ROAD ALEXANDRIA**

---

Strata Management Statement means the strata management statement registered with the Strata Plan referred to in the Particulars

Strata Plan means the strata plan referred to in the particulars.

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

Substitute Representative means the substitute representative of the Owners Corporation on the Building Management Committee.

Vehicle includes motor cars, motor bicycles, bicycles, boats, caravans, trucks and trailers

Visitor Car Space means those parts of the Common Property designated as a visitor car space.

#### 1.2 Undefined Words

Undefined words in these by-laws have the same meaning as they do in the Management Act and the Strata Management Act.

#### 1.3 Interpretation

Any reference to:

(a) legislation includes later legislation which changes it, including regulations, proclamations, ordinances and by-laws

issued under later legislation;

(b) the singular includes the plural and vice versa.

#### 1.4 Headings

Headings do not affect the interpretation of the by-laws.

## **2 About These By-Laws**

### 2.1 Consent of Owners Corporation

Where a by-law requires the consent of the Owners Corporation to a particular activity, unless stated otherwise in that

by-law or unless the activity is a Restricted Matter, the consent may be given either:

(a) The Owners Corporation in general meeting; or

(b) the Executive Committee at a duly convened meeting of the Executive Committee.

### 2.2 Consent of Owners Corporation may be revoked or withheld

Consent given by the Owners Corporation under a by-law:

(a) if practicable, may be revoked by the Owners Corporation in general meeting; and

(b) subject to by-law 2.3, may be granted or withheld in the absolute discretion of the Owners Corporation or be given

conditionally

### 2.3 Owners Corporation must not withhold consent

Where an Owner or Occupier makes an application for the consent of the Owners Corporation to a particular activity

and the Owners Corporation has developed a Rule or Code relating to that activity or class of activity, if the activity for

which the Owners or Occupier seeks consent is one which is approved by the relevant Rule or Code, the Owners Corporation must not withhold consent to the application by that Owner or Occupier to the carrying out of that activity.

### 2.4 Consent by Executive Committee may be revoked or withheld

Consent given by the Executive Committee under a by-law:

(a) if practicable, may be revoked by the Owners Corporation in general meeting; and

(b) subject to by-law 2.3, may be granted or withheld in the absolute discretion of the Executive Committee or be given

conditionally.

### 2.5 Consent Conditions

Owners and Occupiers must comply with any condition in a consent

---

Report Date: 6th July 2018



Tel: 1300 NETSTRATA P.O. Box 265  
Fax: 1300 644 402 HURSTVILLE BC 1481

## By-Laws

### Strata Plan 82998

### 222 BOTANY ROAD ALEXANDRIA

---

#### 2.6 Reporting act or activity to Owners Corporation

Where a by-law requires an act or activity to be reported to the Owners Corporation, unless stated otherwise by the bylaw:

(a) if the Owners Corporation has appointed a caretaker or building manager, that act or activity must be reported to the

caretaker or building manager; and

(b) if the Owners Corporation has not appointed a caretaker or building manager, that act or activity must be reported to

the Managing Agent, or if a Managing Agent has not been appointed, to a member of the Executive Committee.

#### 2.7 Exclusive Use By-Laws

(a) Each of the by-laws in Section 2 is an Exclusive Use By-Law

(b) The Owner of a Lot who has the benefit of an Exclusive Use by-law may allow the Occupier of their Lot to exercise the

rights of the Owner under the Exclusive Use by-law. The Owner remains responsible to the Owners Corporation in connection with compliance with the Exclusive Use by-law.

(c) An Exclusive Use by-law, so far as it relates to a Lot, may only be amended, repealed or revoked by a special resolution of the Owners Corporation and with the consent of the Owner of the Lot.

(d) The party or parties having the benefit of an Exclusive Use By-Law in connection with an Exclusive Use Area which is

also a Shared Facility must permit the Exclusive Use Area to be used by the party or parties entitled to use the Exclusive Use Area under the Strata Management Agreement.

(e) The party or parties entitled to use an Exclusive Use Area must comply with those terms of the Strata Management

statement which apply to or relate to the Exclusive Use Area.

(f) The party or parties having the benefit of an Exclusive Use by-law in connection with an Exclusive Use Area which is

the subject of an Easement must permit the Benefited Party to exercise their rights under the Easement.

(g) The consent of the Owner having the benefit of an Exclusive Use By-law in connection with an Exclusive Use Area

must be obtained to the creation of an Easement after the date of registration of these by-laws which affect or relates

to the Exclusive Use Area, which consent must not be unreasonably withheld if the proposed Easement does not impact adversely on the rights under the relevant Exclusive use By-law relating to the Exclusive Use Area.

### 3 Behaviour and Responsibility on Common Property

#### 3.1 General Obligations

(a) Owners and Occupiers must be adequately clothed when on Common Property.

(b) Owners and Occupiers must do all that is necessary not to break any Law when on Common Property.

(c) Owners and Occupiers must ensure their children and the children of their visitors:

(i) are accompanied by a responsible adult if they are playing within the bounds of Common Property; and

(ii) unless accompanied by a responsible adult, do not enter areas of Common Property that are likely to be dangerous to children.

(d) Owners and Occupiers must ensure their invitees:

(i) are not left to remain on the Common Property unsupervised except to the extent reasonably necessary for their arrival and departure.

(ii) do not do anything that they cannot do under the by-laws; and

(iii) are removed from the building upon refusing to comply with the By-laws.

#### 3.2 Prohibited behaviour

Owners and Occupiers must not:

(a) make noise or behave in a way likely to interfere with another's peaceful enjoyment of their Lot or Common

---

Report Date: 6th July 2018





Tel: 1300 NETSTRATA P.O. Box 265  
Fax: 1300 644 402 HURSTVILLE BC 1481

## By-Laws

### **Strata Plan 82998** **222 BOTANY ROAD ALEXANDRIA**

---

Property.

(b) use language or behave in a manner likely to cause offence or embarrassment to the Occupier of another Lot or to any

person lawfully using Common Property.

(c) obstruct the lawful use of Common Property by any person;

(d) smoke while on Common Property or allow smoke to emit from their Lot;

(e) do anything which is illegal while on Common Property

(f) bring or permit to enter, any heavy article which might cause structural damage to the Building.

#### **4 Common Property**

##### **4.1 Prohibited conduct**

Owners and Occupiers must not:

(a) do anything to damage or deface Common Property;

(b) interfere with any personal property vested in the Owners Corporation;

(c) damage any lawn, plant, tree or garden situated on or within Common Property;

(d) purposely damage or use part of a lawn or garden, a plant or tree for their own purpose;

(e) place or hang laundry on any part of the Common Property;

(f) park or stand any Vehicle on any part of the Common Property; or

(g) use or interfere with any fire safety equipment except in case of an emergency and must not obstruct any fire stairs or fire escape.

##### **4.2 Prevention of damage to Common Property**

Owners and Occupiers must not:

(a) interfere with the operation of any Equipment installed in the Common Property;

(b) modify any existing Equipment (whether or not such Equipment is contained wholly within their Lot); or

(c) interfere with Common Property or remove any article from the Common Property placed there by direction or authority

of the Owners Corporation,

without the prior written consent of the Owners Corporation.

##### **4.3 Easements**

Owners and Occupiers must do anything to prevent, hinder or delay a Benefited Party from carrying out its rights under an Easement.

##### **4.4 Duty to notify defects to Owners Corporation**

Owners and Occupiers must inform the Owners Corporation of any noticeable defect they notice in the Common Property or personal property vested in the Owners Corporation.

##### **4.5 Maintenance of installations**

Notwithstanding section 62 of the Management Act, Owners and Occupiers must maintain and keep in a state of good

repair or otherwise as reasonably required by the Owners Corporation, any installation that service their Lot to which

the consent of the Owners Corporation has been given under the By-laws.

#### **5 Visitor Car Spaces**

##### **5.1 Obligation on Owners and Occupiers**

Owners and Occupiers:

(a) must not park or stand any Vehicle on any Visitor Car Space;

(b) must comply with the directions of the Owners Corporation, the caretaker and the Facilities Manager in

---

Report Date: 6th July 2018



Tel: 1300 NETSTRATA P.O. Box 265  
Fax: 1300 644 402 HURSTVILLE BC 1481

## By-Laws

### **Strata Plan 82998** **222 BOTANY ROAD ALEXANDRIA**

---

connection with access to and use of the Visitor Car Spaces; and

(c) must ensure their visitors comply with the directions of the Owners Corporation, the Caretaker and the Facilities Manager in connection with access to and use of the Visitor Car Spaces.

#### **6 Occupation and Use of Lots**

##### **6.1 General**

(a) Owners and Occupiers must:

(i) keep their Lot clean, tidy and in good repair; and

(ii) comply with all Laws affecting their Lot.

(b) Owners and Occupiers must not:

(i) store or use any chemical, liquid, gas or flammable material on their Lot unless it is to be used in the lawful, permitted use of their Lot.

(ii) use or allow their Lot to be used or occupied:

(A) for any unlawful purpose; or

(B) for any purpose that may affect, lessen or damage the reputation of the Building;

(iii) break any Law whilst on their Lot;

(iv) place or hang laundry, towels, rugs, bedding or any other similar item on any part of their Lot that is visible from outside their Lot;

(v) keep anything which is visible from outside their Lot which is inconsistent with the visual aesthetics of the Building;

(vi) operate or allow to operate any device or electronic equipment on their Lot which interferes with any domestic appliance lawfully in use in the Building or another Lot;

(vii) place, attach or hang from any part of their Lot or the Common Property any aerial or any security device or wires; or

(viii) install or operate any intruder alarm in their Lot which emits an audible signal.

##### **6.2 Floor Coverings**

Owners and Occupiers must ensure the floor space within their Lot is covered or otherwise treated so as to prevent the

transmission of noise from such floor space which is likely to disturb the peaceful enjoyment of another Lot

(kitchens,

bathrooms and laundries excluded).

##### **6.3 Window Coverings**

(a) Owners and Occupiers must ensure the window treatment of their Lot (such as curtains, blinds, shutters and louvres) is

either of a neutral or off white colour approved by the Owners Corporation. Any window treatment such as shutters,

must be painted, and must be painted in a neutral or off white colour. Wood colour or natural wood is not permitted.

(b) Owners and Occupiers must not attach, erect, install or affix vertical blinds to their Lot.

(c) Owners and Occupiers must not tint the windows or glass doors of their Lot with mirror reflective tint.

(d) Owners and Occupiers must not without the consent of the Owners Corporation:

(i) tint the windows or glass door of their Lot with any other type of tint;

(ii) attach, erect, install or affix any window treatment to the outside of the windows or doors on their Lot (such as louvres, shutters, awnings, sun shades or sun blinds); or

(iii) attach, erect, install or affix any bars, screens (whether security screens or insect screens), grilles, locks or any safety device on the interior or exterior of windows or doors in the lot which is visible from outside the Lot.

##### **6.4 Cleaning Windows**

(a) Owners and Occupiers must keep clean all interior surfaces and exterior surfaces of glass in windows and doors on the

boundary of their Lot, including so much as is Common Property, unless:

---

Report Date: 6th July 2018



Tel: 1300 NETSTRATA  
Fax: 1300 644 402

P.O. Box 265  
HURSTVILLE BC 1481

## By-Laws

### Strata Plan 82998

### 222 BOTANY ROAD ALEXANDRIA

---

- (i) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
- (ii) that glass or part of the glass cannot be accessed by the Owner or the Occupier of the Lot safely or at all.
- (b) The Owners Corporation may decide:
  - (i) to keep clean that part of the Common Property which is the glass surface of any window or door or the boundary of any Lot or Lots; or
  - (ii) not to keep clean that part of the Common Property which is the glass surface of any windows or door on the boundary of any Lot or Lots.

#### 6.5 Balconies

- (a) Owners and Occupiers must:
  - (i) keep the balconies of their Lot clean, tidy and in good repair; and
  - (ii) ensure those parts of the balcony rails and door and window frames on the boundary of their Lot which are Common Property are cleaned on a regular basis so as to prevent corrosion, rusting and weathering.
- (b) Owners and Occupiers must not place any item on the balcony of their Lot;
  - (i) which is fixed (with the exception of air-conditioning units installed pursuant to Special By-Law 1)
  - (ii) which is inconsistent with use as a balcony; or
  - (iii) which is inconsistent with the aesthetics and appearance of the Building.
- (c) Owners and Occupiers must not place or hang laundry, towels, rugs, bedding or any other items on the balcony of their Lot.

#### 6.6 Barbecues

- Owners and Occupiers must not:
  - (a) place or operate a barbecue on the balcony of their Lot unless:
    - (i) it is a portable gas barbecue with a cover; or
    - (ii) it is a barbecue approved by, or a type approved by, the Owners corporation; or
  - (b) permit any smoke or odour to emit from a barbecue on their Lot which causes or is likely to cause a nuisance to the owners and Occupiers of other Lots.

#### 6.7 Car Space

- (a) Owners and Occupiers must keep the car space of their Lot clean and free from grease.
- (b) Owners and Occupiers must not use their car space for storage purposes unless they have the consent of the Owners Corporation to do so.
- (c) Owners and Occupiers may only use their car space for parking motor cars, motor bicycles and bicycles (and no other vehicles such as boats, caravans and trucks (this list is not exhaustive)).
- (d) Owners and Occupiers must not enclose their car space.

#### 6.8 Commercial Operations

- (a) The Owners Corporation must be notified by an Owner or Occupier:
  - (i) who is carrying out or who intends to carry out; or
  - (ii) who permits or intends to permit any person to carry out, commercial operations from their Lot.
- (b) On request by the Owners Corporation, each Owner and Occupier of a Lot must give the Owners Corporation a copy of the consents they hold in connection with any commercial activities being operated on their Lot

## 7 Security and Security Keys

### 7.1 General

- (a) Owners and Occupiers must not do anything which may prejudice the security or safety of the building.
- (b) Owners and Occupiers must close all security doors and gates when they pass through them.
- (c) Owners and Occupiers must exercise great care in making a Security Key available for users of their Lot.

---

Report Date: 6th July 2018



Tel: 1300 NETSTRATA P.O. Box 265  
Fax: 1300 644 402 HURSTVILLE BC 1481

## By-Laws

### **Strata Plan 82998** **222 BOTANY ROAD ALEXANDRIA**

---

(d) Owners and Occupiers must take all reasonable steps to ensure return of the Security Key to the Owner or the Owners Corporation

(e) Owners and Occupiers must promptly notify the Owners Corporation if a Security Key is lost or destroyed.

#### **7.2 Access**

If it considers it necessary, the Owners Corporation may:

(a) close off or restrict by means of Security Key access to any part of the Common Property not required for access to a

Lot on either a temporary or permanent basis;

(b) exclude access to any part of the Common Property as a means of monitoring the security of the building; and

(c) restrict by means of Security Key access to one level of the Building to any other level.

#### **7.3 Restricted Access**

(a) if the Owners Corporation restricts access under by-law 7.2, the Owners Corporation may make available to Owners

and Occupiers free of charge or for a charge or bond (at the election of the Owners Corporation) the number of Security Keys which the Owners Corporation considers necessary.

(b) The Owners Corporation may charge Owners and Occupiers a fee or a bond for any additional or extra Security Keys

they may require.

(c) Owners and Occupiers must not duplicate or permit a Security Key to be duplicated and must take all reasonable steps

to ensure a Security Key is not lost or handed to any person other than another Owner or Occupier or to the Owners

Corporation.

#### **7.4 Owners Corporation may re-code Security Keys**

The Owners Corporation has the power to re-code Security Keys and to require Owners and Occupiers to return their

Security Keys to have them re-coded.

#### **7.5 Agreement with Third Party**

The Owners Corporation has the power to make agreements with other parties to manage the Security Keys system

for a charge, and if it does, Owners and Occupiers must deal with that party and pay the fee or bond that party may

require for Security Keys.

#### **7.6 Strata Management Statement**

Owners and Occupiers acknowledge the Strata Management Statement contains provisions relating to the security of the Building.

## **8 Compensation to Owners Corporation**

### **8.1 Damage**

Owners and Occupiers must compensate the Owners Corporation for any damage to the Common Property or personal property vested in the Owners Corporation caused by them or any of their invitees.

### **8.2 Costs**

Owners and Occupiers must reimburse the Owners Corporation for any costs incurred by the Owners Corporation as a result of breach of the by-laws by them or anyone under their control.

## **9 Rules and Codes**

---

Report Date: 6th July 2018



Tel: 1300 NETSTRATA P.O. Box 265  
Fax: 1300 644 402 HURSTVILLE BC 1481

## By-Laws

### **Strata Plan 82998** **222 BOTANY ROAD ALEXANDRIA**

---

#### 9.1 Power of Owners Corporation to make Rules and Codes

The Owners Corporation may make Rules and Codes relating to matters associated with:

- (a) the use and management of the Building;
- (b) the security and control of the Building;
- (c) the manner of treating windows and glass doors of Lots (such as the type and colour of window treatment which is permitted);
- (d) the type of bars, screens (whether security screens or insect screens), grilles, locks or any other safety devices on the interior or exterior of windows or doors in Lots;
- (e) the appearance of Lots;
- (f) the appearance of the Building
- (g) the type of furniture and other items which are prohibited from being placed on balconies;
- (h) the type of Signs; and
- (i) any other matter determined by the Owners Corporation.

#### 9.2 Amending or Replacing Rules or Codes

- (a) The Owners Corporation may amend or replace any Rule or Code.
- (b) The Owners Corporation must display and new or amended Rule or Code on the notice board of the Building for at least 7 days, or send a copy to each Owner.
- (c) If the Owner is not the Occupier, the Owner must send a copy of any new rule or Code to the Occupier within 7 days of receiving a copy from the Owners Corporation.

#### 9.3 Owners and Occupiers Bound

Owners and Occupiers are bound by the Rules and the Codes and must comply with them at all times.

#### 9.4 Breach

Breach of a Rule or Code by an Owner, Occupier or the Owners Corporation will be regarded as, and deemed to be, a breach of these By-laws.

### **10 Provision of Amenities or Services**

#### 10.1 Owners Corporation May Contract Out

The Owners Corporation may determine to enter into arrangements for the provision of amenities or services to one or

more of the Lots, or to the Owners or Occupiers of one or more of the Lots including (this list is not exhaustive):

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

#### 10.2 Service Fee

If the Owners Corporation makes a resolution referred to in by-law 10.1 to provide an amenity or service to a Lot or to

the owner or Occupier of a Lot, it must indicate in the resolution the amount which, or the conditions on which, it will provide the amenity or service.

### **11 Insurance Premiums**

#### 11.1 Obligations of Owners and Occupiers

---

Report Date: 6th July 2018



Tel: 1300 NETSTRATA P.O. Box 265  
Fax: 1300 644 402 HURSTVILLE BC 1481

## By-Laws

### **Strata Plan 82998** **222 BOTANY ROAD ALEXANDRIA**

---

(a) Unless there is prior written consent of the Owners Corporation, Owners and Occupiers may not do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

(b) Owners and Occupiers must immediately notify the Owners Corporation of any activity carried out or intended to be

carried out or permitted to be carried out on their Lot which may increase the premiums for the insurances held by the Owners Corporation.

#### **11.2 Owner or Occupier liable**

(a) Consent under by-law 11.1(a) allows the Owners Corporation to require an Owner or Occupier to reimburse the owners Corporation for the higher premiums.

(b) Owners and Occupiers are responsible to pay the amount by which any insurance premium may increase as a result of

any activity being carried out on that Owner's Lot. The increased amount must be paid from time to time on demand

from the owners Corporation. A letter from the broker for the Owners Corporation is, in the absence of manifest error,

conclusive evidence of the increased amount.

## **12 Moving and Delivering**

### **12.1 Large and Heavy Items**

(a) This by-law relates to moving in and out of the Building, taking delivery of items in the Building and moving large or

heavy items through the Common Property.

(b) Such items may only be moved through the Common Property or taken delivery of, in accordance with the requirements and Rules of the Owners Corporation.

(c) If the Owners Corporation has appointed a caretaker, Owners and Occupiers must comply with his requirements.

### **12.2 Damage**

Owners and Occupiers must not do any damage to the Common Property, or must immediately make good any such damage they have caused to their Lot.

### **12.3 Strata Management Statement**

Owners and Occupiers acknowledge the Strata Management Statement contains provisions relating to moving and delivering items.

## **13 Complaints and Applications**

### **13.1 To Be In Writing**

(a) Any complaint or application to the Owners Corporation or the Executive Committee must be addressed in writing to

the party nominated from time to time by the Owners Corporation to accept that complaint or application.

(b) If the Owners Corporation has not made a nomination, then complaints and applications must be addressed to the

Managing Agent, or if the Owners Corporation has not appointed a Managing Agent, to the Executive Committee.

## **14 Lease or Licence of Lots**

---

Report Date: 6th July 2018



Tel: 1300 NETSTRATA P.O. Box 265  
Fax: 1300 644 402 HURSTVILLE BC 1481

## By-Laws

### **Strata Plan 82998** **222 BOTANY ROAD ALEXANDRIA**

---

#### 14.1 General

This by-law applies to Lots that are leased or licensed or otherwise occupied by a party other than the Owner.

#### 14.2 Obligations of Owners

If an Owner of a Lot has leased or licensed that Lot, the Owner of the Lot must:

- (a) ensure the Occupiers have a copy of the most recent version of the by-laws and of any Rule or Code (including any amendments or changes from time to time);
- (b) ensure the Occupiers comply with the By-laws and any Rule or Code;
- (c) act promptly to comply with any reasonable notice the Owner may receive from the Owners Corporation, the Executive

Committee, the Managing Agent and the Caretaker or building manager (if any) about the Occupiers; and

- (d) take all action available to ensure the Occupiers comply with the By-laws and Rule or Code and any reasonable notice

the Owner receives from the Owners Corporation.

#### 14.3 Obligations of Occupiers

In an Owner of a Lot has leased or licensed the Lot, the Occupier of the Lot:

- (a) must comply with the By-laws and any Rule or Code; and
- (b) must promptly comply with any notice it receives from the Owners Corporation, the Executive Committee, the Managing Agent and the Caretaker or building manager (if any).

## **15 Access**

#### 15.1 Owners Corporation and Caretaker may have Access

- (a) The Owners Corporation and the Caretaker, by each of their respective agents, employees or contractors may, with or

without tools and materials, enter, have access to and go through a Lot or any part of a Lot for the purposes of:

- (i) carrying out work required to be carried out by the Owners Corporation in accordance with the requirements of the Management Act;
- (ii) carrying out works required to be carried out by the Owners Corporation by a notice served on it by any public Authority
- (iii) carrying out work required to be carried out by the Owners Corporation by an order under the Management Act; and
- (iv) carrying out work to the gardens and landscaped areas in the Common Property adjacent to the Lot.

- (b) Owners and Occupiers must not obstruct or hinder the Owners Corporation in the exercise of its functions under this

by-law

#### 15.2 Right to Store

In order for the Owners Corporation to undertake its functions in this by-law, the Owners and Occupiers of Lots must

permit the Owners Corporation and the Caretaker to temporarily store any necessary equipment or material on their Lot.

## **16 Caretaker Agreement**

#### 16.1 Appointment

The Owners Corporation may:

- (a) appoint the Caretaker to provide the Building Service for the purposes of assisting the Owners Corporation in its functions of managing the Common Property, controlling the use of the Common Property and maintaining and repairing the Common Property; and

---

Report Date: 6th July 2018



Tel: 1300 NETSTRATA

P.O. Box 265

Fax: 1300 644 402

HURSTVILLE BC 1481

## By-Laws

### Strata Plan 82998

### 222 BOTANY ROAD ALEXANDRIA

---

(b) enter into the Caretaker Agreement referred to in by-law 16.2 to provide those services.

#### 16.2 Terms of the Caretaker Agreement

(a) The Caretaker Agreement may be for the Initial Period and then any period permitted by law after the Initial Period.

(b) The Caretaker Agreement may contain the following provisions:

(i) provide for remuneration to the Caretaker of an annual fee to be agreed between the Owners Corporation and the Caretaker; and

(ii) provide for the annual fee to be reviewed annually in accordance with the consumer price index.

(c) The agreement may include provisions about:

(i) the manner in which the Caretaker must carry out the Building Services;

(ii) the manner in which employees and contractors are to be engaged;

(iii) the manner in which the Caretaker may be reimbursed for expenses; and

(iv) the manner in which the agreement may be assigned.

(d) The agreement may contain provisions pursuant to which the Owners Corporation:

(i) consents to the Caretaker providing the Apartment Services and the Real Estate Services; and

(ii) permits the Caretaker to use any part of the Common Property for the purposes of providing the Apartment Services and the Real Estate Services; and

(iii) agrees not to permit any other party to use the Common Property or any part of it for the purposes of providing services similar to the Apartment Services and the Real Estate Services.

## 17 Obstruction of the Caretaker

### 17.1 Obligations on Owners and Occupiers

Owners and Occupiers must not:

(a) Interfere with or obstruct the Caretaker from using any part of the Common Property in providing the services contemplated by the Caretaker Agreement; and

(b) Interfere with or obstruct the Caretaker from using any part of the Common Property in providing the services contemplated by the Caretaker Agreement.

## 18 Strata Management Statement

### 18.1 What the Strata Management Statement is about

The Strata Management Statement the subject of this by-law:

(a) governs the relationship between the Owners Corporation and the other parties to the statement in connection with

matters relating to the management of the buildings the subject of the statement and in connection with matters relating to the Shared Facilities; and

(b) contains rules in connection with the Shared Facilities.

### 18.2 By-Laws

The Owners Corporation must to what is reasonable (including passing the relevant resolutions in general meeting to

cure any inconsistency) to ensure none of the By-Laws or any Rule or Code is inconsistent with the terms of the Strata

Management Statement.

### 18.3 Power to Enter Into Strata Management Statement

The Owners Corporation has the power to enter into the Strata Management Statement and to appoint a Representative and Substitute Representative to the Building Management Committee.

### 18.4 Representative of the Building Management Committee

(a) The Owners Corporation must at all times have a Representative or Substitute Representative on the Building Management Committee, whose identity shall be as determined by by-law 18.4(b).

---

Report Date: 6th July 2018





Tel: 1300 NETSTRATA

P.O. Box 265

Fax: 1300 644 402

HURSTVILLE BC 1481

## By-Laws

### Strata Plan 82998

### 222 BOTANY ROAD ALEXANDRIA

---

(b) Subject to the provisions of by-law 18.4(e), the Representative and Substitute Representative must be one of the members of the Executive Committee. The Executive Committee must appoint one of its members to be its Representative (and if necessary, Substitute Representative) on the Building Management Committee and has the power to terminate those appointments and to make fresh appointments at meetings of the Executive Committee, as the Executive Committee considers appropriate.

(c) The Executive Committee must give all necessary directions to the appointed Representative and Substitute Representative to enable those parties to perform their duties as the Representative and Substitute Representative of

the Owners Corporation at meetings of the Building Management Committee.

(d) The appointed Representative and Substitute Representative must abide by the decisions and directions of the Executive Committee (or the Owners Corporation in general meeting) when performing their respective functions as the appointed Representative and Substitute Representative of the Owners Corporation at meetings of the Building Management Committee.

(e) Unless and until the Owners Corporation receives written notice from the Original Owner that it does not require its

nominee to be the Owners Corporation's Representative and Substitute Representative on the Building Management

Committee, the Owners Corporation's Representative and Substitute Representative on the Building Management Committee shall be nominees of the Original Owner.

#### 18.5 Consent of the Building Management Committee

(a) The granting of consent to an Owner or Occupier under these By-laws to the doing of any act, matter or thing is not to

be regarded as consent from the Building Management Committee to the act, matter or thing.

(b) If the consent of the Building Management Committee is required to the doing of any act, matter or thing, then the

Owners Corporation or any Owners and Occupier who wishes to do the act, matter or thing must procure the consent

of the Building Management Committee before doing the act, matter or thing.

#### 18.6 Compliance with Strata Management Statement and Directions of Building Management Committee

The Owners Corporation and every Owners and Occupier must comply with:

(a) their respective obligations in the Strata Management Statement; and

(b) the directions of the Building Management Committee and the Facilities Manager given in the proper exercise of their

respective functions under the Strata Management Statement.

#### 18.7 Shared Facilities

(a) In respect of any Shared Facility which is located on or in the Common Property, the Owners Corporation:

(i) must comply with the terms of the Strata Management Statement so far as it relates to that Shared Facility; and

(ii) must not restrict access to that Shared Facility by any party who is entitled to access under the Strata Management Statement.

(b) In respect of any Shared Facility which is located on or in a Lot, the Owners and Occupier of that Lot:

(i) must comply with the terms of the Strata Management Statement so far as it relates to that Shared Facility.

(ii) must not restrict access to that Shared Facility by any party who is entitled to access under the Strata Management Statement.

## 19 Building Works

### 19.1 Approval of Owners Corporation Required

(a) Owners may only carry out Building Works if they follow the procedures in this by-law 19. "Building Works"

---

Report Date: 6th July 2018



Tel: 1300 NETSTRATA P.O. Box 265  
Fax: 1300 644 402 HURSTVILLE BC 1481

## By-Laws

### **Strata Plan 82998** **222 BOTANY ROAD ALEXANDRIA**

---

include

Minor Building Works and Major Building Works.

(b) Owners who intend to carry out Minor Building Works must comply with by-law 20.

(c) Owners who intend to carry out Major Building Works must comply with by-law 21.

#### **19.2 Occupiers**

Occupiers must not carry out Minor Building Works or Major Building Works of any kind.

## **20 Minor Building Works**

### **20.1 Pre-conditions to Commencing to Carry Out Minor Building Works**

Owners must not carry out or commence to carry out Minor Building Works unless:

(a) The Owners Corporation has been given the following written information in connection with the works at least 14 days

prior to commencing the works:

(i) details of the nature of the works;

(ii) details of the builder/contractor carrying out the works (and a point of contact (including name and telephone number)); and

(iii) details of the proposed commencing date and completion date of the works;

(b) all relevant consents from the relevant Authorities have been procured (including a Development Consent (if applicable)) and copies given to the Owners Corporation; and

(c) all relevant insurances (if applicable) are in place and copies of the policy and a certificate of currency to the Owners Corporation.

### **20.2 Conditions When Carrying Out Minor Building Works**

An Owner carrying out Minor Building Works must:

(a) comply with the reasonable requirements of the Owners Corporation relating to their conduct;

(b) comply with the requirements of all relevant Authorities and the consents from the relevant Authorities;

(c) ensure the works are carried out in a proper and workmanlike manner;

(d) use only qualified and where appropriate, licensed tradesmen;

(e) ensure the works are carried out without undue delay;

(f) ensure no materials, tools, rubbish or debris are left lying about the Common property;

(g) causes as little disturbance as is practicable to other Owners and Occupiers;

(h) ensure no damage is caused to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;

(i) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;

(j) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage; and

(k) ensure the works are only carried out within the times permitted by any Development Consent or if there is no Development Consent within any reasonable times prescribed by the Owners Corporation.

## **21 Major Building Works**

### **21.1 Approval of Owners Corporation Required**

(a) Owners must not carry out or commence to carry out Major Building Works unless the works and the plans and specifications relating to the works are first approved by the Owners Corporation in the manner contemplated by this

by-law.

(b) Owners acknowledge the Owners Corporation may only give its consent to Major Building Works if it has received the

---

Report Date: 6th July 2018



Tel: 1300 NETSTRATA  
Fax: 1300 644 402

P.O. Box 265  
HURSTVILLE BC 1481

## By-Laws

### **Strata Plan 82998 222 BOTANY ROAD ALEXANDRIA**

---

approval of the Building Management Committee to those works.

#### **21.2 Application to Owners Corporation**

An Owner wishing to procure the approval of the Owners Corporation to Major Building Works must:

(a) make an application in writing to the Managing Agent (or if a strata managing agent has not been appointed, to the Secretary);

(b) include with the application:

- (i) any fee prescribed by the Owners Corporation
- (ii) detailed plans and specifications for the Major Building Works;
- (iii) a description of the proposed Major Building Works; and
- (iv) information as to:

(A) whether the proposed Major Building Works are to Common Property or may affect Common Property in any way; and

(B) whether the proposed Major Building Work will or are likely to impact on or affect the structural integrity of the Building.

#### **21.3 Rights in Owners Corporation**

(a) In order for the Owners Corporation to process and application for approval for Major Building Works, the Owners Corporation may:

(i) required the applicant the submit further information or further plans, specifications or reports;

(ii) waive the requirement to submit detailed plans and specifications

(iii) require the applicant to provide a report or certification from a suitably qualified consultant (approved by the owners Corporation) confirming the proposed Major Building Works will not impact on the structural integrity of the Building; or

(iv) appoint a consultant to review any materiel or any information provided by the applicant and to make recommendations (the Owners Corporation may required the applicant to pay for or accept responsibility for payment of the consultant's fees).

(b) In processing an application, the Owners Corporation:

(i) may act in its own discretion;

(ii) approve it unconditionally or may impose conditions; and

(iii) may disregard its previous decisions.

(c) In processing an application, the Owners Corporation may require the payment of a bond;

(i) to be applied at the discretion of the Owners Corporation towards any cost incurred by the Owners Corporation in connection with the Major Building Works;

(ii) to be applied by the Owners Corporation towards rectification of any damage to Common Property as a result of carrying out the Major Building Works; and

(iii) to be applied by the Owners Corporation towards any costs incurred by the Owners Corporation in carrying out its rights and functions under this by-law 21.

(d) The role of the Owners Corporation is processing and approving an application is procedural only. The Owners Corporation does not take any responsibility for the adequacy or appropriateness of any approval it may give.

(e) If the Owners Corporation has not approved an application for Major building Works within 42 days of receiving the

application then the Owners Corporation will be regarded as not approving the application before it.

(f) The Owners Corporation may revoke an approval if an Owner does not comply with the conditions in the approval.

#### **21.4 Pre-conditions to Commencing to carry out Major Building Works**

(a) The provisions of this by-law apply to all Major Building Works, whether to a Lot or to Common Property.

(b) Owners must not commence to carry out Major Building Works unless:

(i) the Owners Corporation has approved the works in accordance with by-laws 21.1 and 21.2;

(ii) the Owners Corporation has approved the plans and specifications for the Major Building Works in accordance with by-law 21.2;

(iii) all relevant consents from the relevant Authorities have been procured (including a Development Consent (if

---

Report Date: 6th July 2018



Tel: 1300 NETSTRATA  
Fax: 1300 644 402

P.O. Box 265  
HURSTVILLE BC 1481

## By-Laws

### **Strata Plan 82998 222 BOTANY ROAD ALEXANDRIA**

---

applicable)) and copies provided to the Owners Corporation;  
(iv) all relevant insurances (if applicable) are in place and copies of the policy and the certificate of currency provided to the Owners Corporation.  
(v) the bond (if any) required by the Owners Corporation, has been paid to the Owners Corporation;  
(vi) The Owners Corporation has been given reports and any other information requested by the Owners Corporation in connection with the Major Building Works;  
(vii) the Owners Corporation has been given details of the builder/contractor carrying out the works (and a point of contact (including name and telephone number)).

#### **21.5 Pre-conditions to commencing to carry out Major Building Works to Common Property**

(a) The provisions of this by-law apply to Major Building Works to Common Property.  
(b) If Major Building Works (or some part of them) are to Common Property, then in addition to complying with other relevant parts of this by-law 21, the Owner to whom approval has been given must not commence to carry out the Major Building Works unless:  
(i) a special resolution has first been passed at a meeting of the Owners Corporation specifically authorising the carrying out of the works; and  
(ii) (if the ongoing maintenance of the Common Property affected by the works is to be the responsibility of the Owner):  
(A) a special resolution has first been passed at a meeting of the Owners Corporation stipulating the ongoing maintenance of the Common Property is the responsibility of the Owner;  
(B) the Owners Corporation has made and registered a by-law to that effect; and  
(C) the Owner has given the Owners Corporation its written approval to the making of the by-law.

#### **21.6 Conditions When Carrying Out Major Building Works**

When carrying out Major Building Works an Owner to whom approval has been granted must:

(a) comply with the reasonable requirements of the Owners Corporation and any conditions in the approval from the Owners Corporation;  
(b) comply with the requirement of all relevant Authorities and the consents from the relevant Authorities;  
(c) ensure the works are carried out in a proper and workmanlike manner;  
(d) use only qualified and where appropriate, licensed tradesmen;  
(e) ensure the works are carried out without undue delay  
(f) ensure no materials, tools, rubbish or debris are left lying about the Common Property;  
(g) cause as little disturbance to other Owners and Occupiers as is practicable;  
(h) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;  
(i) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;  
(j) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage;  
(k) ensure the works are only carried out within the times permitted by any Development Consent or (if applicable) within the times permitted by the approval from the Owners Corporation.

#### **21.7 Special Privilege to Access Common Property**

The Owner to whom approval has been granted to carry out Major Building Works has the special privilege to access to all relevant parts of the Common Property for the purposes of carrying out the Major Building Works for such reasonable period of time as may be necessary to carry out the works (or for such time as permitted in any approval to the works from the Owners Corporation).

#### **21.8 Completion of Major Building Works**

On completion of Major Building Works, the Owner who has carried out the works must:

(a) ensure all rubbish and debris caused by the works is removed from the Building and environs;  
(b) ensure the Common Property is left clean and tidy;  
(c) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the works; and  
(d) if required by the Owners Corporation, give the Owners Corporation a letter from a suitably qualified consultant

---

Report Date: 6th July 2018



Tel: 1300 NETSTRATA  
Fax: 1300 644 402

P.O. Box 265  
HURSTVILLE BC 1481

## By-Laws

### Strata Plan 82998

#### 222 BOTANY ROAD ALEXANDRIA

---

(addressed to the Owners Corporation) certifying the Major Building Works do not impact the structural integrity of the

Building or upon Common Property.

##### 21.9 Major Building Works Must Comply with Laws and Requirements of Authorities

An Owner who has carried out Major Building Works must ensure the completed works comply with the requirements of all relevant Laws and Authorities and do not result in the Owners Corporation breaching any Law or the requirements of any Authority.

##### 21.10 Indemnity

An Owner who has carried out Major Building Works agrees to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses, expenses and damages incurred by the Owners Corporation:

- (a) in connection with the Major Building Works (including costs for approving the Major Building Works); and
- (b) arising out of damage to property (including, without limitation, to the Common Property) or injury to persons as a result

of carrying out the Major Building Works or resulting from the Major Building Works once installed.

##### 21.11 Right in Owners Corporation to Remedy

At its election, the Owners Corporation may:

- (a) perform any obligation of an Owner which the Owner has failed to perform, within a reasonable time after written notice
- from the Owners Corporation;
- (b) enter any part of the Parcel to carry out its rights in this by-law; and
- (c) recover the costs incurred by the Owners Corporation in carrying out its rights in this by-law as a debt due and owing to

the Owners Corporation by the Owner, together with interest on any monies due to the Owners Corporation under this

by-law and not paid within one month of written demand for payment, such interest to be calculated on daily balances

at the rate of 10% per annum, and calculated from the date of receipt by the Owner of the relevant invoice until payment is made.

##### 21.12 Future Alterations to Major Building Works

Owners and Occupiers must not make any alterations, additions or modifications to Major Building Works, once installed, without following the procedures in this by-law 23.

##### 21.13 Major Building Works Not Permitted To Remain

Owners and Occupiers must not permit to remain on the Lot or Common Property any Major Building works which have not been approved by the Owners Corporation in accordance with this by-law 21.

##### 21.14 Development Consent

Approval by the Owners Corporation to a Development Application must not be regarded as approval by the Owners

Corporation to carry out the Major Building Works the subject of the Development Application. Approval of the Owners

Corporation to the Major Building Works must be obtained following the procedures in this by-law 21.

## 22 Animals

### 22.1 Permitted

- (a) Subject to section 49(4) of the Management Act and by-laws 22.1(b) and 22.2, Owners and Occupiers may keep up to

3 animals or birds (not being poultry) on their Lot.

- (b) All dogs and cats must be registered with the appropriate Authority.

### 22.2 Prohibited

The following animals are not permitted to visit or be kept on any Lot or on any part of the Parcel:

- (a) any dog or cat that is not registered with the appropriate Authority;

---

Report Date: 6th July 2018



Tel: 1300 NETSTRATA  
Fax: 1300 644 402

P.O. Box 265  
HURSTVILLE BC 1481

## By-Laws

### Strata Plan 82998

#### 222 BOTANY ROAD ALEXANDRIA

---

- (b) any dog which is declared dangerous under the Dog Act 1996 (NSW);
- (c) any animal declared by the Executive Committee to be a prohibited animal (the provisions of this by-law are not retrospective); and
- (d) any dog which the Australia Government prohibits from importation into Australia.

#### 22.3 Obligations

Owners and Occupiers must, in relation to any animal owned or in the care of that Owner or Occupier:

- (a) clean up all excrement or refuse left upon Common Property by the animal;
- (b) make good, or bear the cost of making good, any damage to Common Property by the animal; and
- (c) ensure all animals are on a leash, caged or otherwise contained when on Common Property.

### 23 Garbage Disposal

#### 23.1 Non Recyclable Garbage

(a) Garbage that is non recyclable must be:

- (i) separated from Garbage that is recyclable;
- (ii) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the local council, any relevant Authority or otherwise);
- (iii) securely wrapped in small parcels (any tins or other containers must be completely drained before being wrapped); and
- (iv) placed by Owners and Occupiers in the Garbage Room.

#### 23.2 Recyclable Garbage

Garbage that is recyclable material must be:

- (a) separated from Garbage that is non-recyclable;
- (b) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the local council, any relevant Authority or otherwise);
- (c) in the case of bottles, completely drained; and
- (d) placed in the relevant bins in the Garbage Room.

#### 23.3 Owners and Occupiers Must Clean Spills

Owners and Occupiers must:

- (a) promptly remove any Garbage that may have spilled anywhere on the Common Property or in the Garbage Room; and
- (b) promptly clean the area on which the Garbage has been spilled anywhere on the Common Property or in the Garbage Room.

#### 23.4 General

Owners and Occupiers must not place or leave Garbage anywhere on the Common Property.

### 24 Signs

#### 24.1 Prohibited

Owners and Occupiers must not attach, erect or exhibit any Sign to or on any part of the Common Property or any part of their Lot which is visible from outside their Lot.

#### 24.2 Qualification

The provisions of this by-law do not apply to any Sign attached, erected or exhibited:

- (a) on any part of the Building by the Original Owner, any party on behalf of the Original Owner or any party authorised by the Original Owner;
- (b) on any part of the building by the Caretaker or any party on behalf of the Caretaker in connection with any service or

---

Report Date: 6th July 2018



Tel: 1300 NETSTRATA P.O. Box 265  
Fax: 1300 644 402 HURSTVILLE BC 1481

## By-Laws

### **Strata Plan 82998 222 BOTANY ROAD ALEXANDRIA**

---

function provided by the caretaker to the Owners Corporation; and  
(c) on any part of the Building by the Facilities Manager or any party on behalf of the Facilities Manager in connection with  
any service provided by the Facilities Manager to the Building Management Committee.

#### **25 Laws and Requirements**

##### 25.1 Obligations of Owners and Occupiers

Owners and Occupiers must:

- (a) Comply with the requirements of all relevant Laws and Authorities applicable to their Lot and the Building
- (b) comply with the conditions of any Development Consent relevant to their Lot or the Building or the use of their Lot or the Building;
- (c) ensure their visitors and invitees comply with the requirements of all relevant Laws and Authorities applicable to their Lot and the Building
- (d) ensure their visitors and invitees comply with the conditions of any Development Consent relevant to their Lot and the Building or the use of their Lot and the Building;
- (e) Comply with any notice issued to them by the Owners Corporation seeking them or their visitors or invitees to desist from breaching any Law, the requirements or any Authority or a condition in any relevant Development Consent; and
- (f) comply with any notice issued to them by a relevant Authority seeking them for their visitors or invitees to desist from breaching any Law, the requirement of any Authority or a condition in any relevant Development Consent.

#### **26 Services**

##### 26.1 Definitions

In this by-law:

- (a) reference to "Lot" is a reference to each Lot in the Strata Scheme
- (b) reference to "Owner" is a reference to the Owner of a Lot the subject of this by-law
- (c) "Conducting Medium" means any wire, cable, pipe, line, flute, duct, chute, drain, exhaust flue or duct, kitchen flue or duct, riser, exhaust, kitchen exhaust, air, ducted air, conditioned air, telephone, telecommunications, television impulses or signal, radio impulses or signal, or any other prescribed service.

##### 26.2 Special Privilege

Despite any other by-law to the contrary, and subject to the conditions in this by-law, each Owner has:

- (a) the special privilege to connect into any Conducting Medium in the Common Property that contains a Service supplies by the Owners Corporation; and
- (b) the special privilege to access any Service supplied by the Owners Corporation.

##### 26.3 Maintenance and Repair

The Owners Corporation is responsible for the costs associated with the operation, cleaning, maintenance, repair, renewal and replacement of the Common Property and the Conducting Media the subject of by-law 26.2.

##### 26.4 Conditions

Each Owner:

- (a) must comply with the reasonable requirements of the Owners Corporation when exercising the rights in by-law 26.2;

---

Report Date: 6th July 2018



Tel: 1300 NETSTRATA P.O. Box 265  
Fax: 1300 644 402 HURSTVILLE BC 1481

## By-Laws

### **Strata Plan 82998 222 BOTANY ROAD ALEXANDRIA**

---

and

(b) must pay for any Service supplied to it by the Owners Corporation the subject of by-law 26.2 at such rates and on such conditions the Service is supplied to the Owners of other Lots.

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

##### **1 Installation of Air Conditioners**

**Registration Date: 19/05/2010**

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

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

##### **2 Installation of Subscription TV**

**Registration Date: 30/09/2010**

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

- (a) To purchase and install satellite or cable television to the strata scheme including all associated equipment such as cabling, amplifiers and wall plates at their discretion, and;

---

Report Date: 6th July 2018





Tel: 1300 NETSTRATA P.O. Box 265  
Fax: 1300 644 402 HURSTVILLE BC 1481

## By-Laws

### **Strata Plan 82998** **222 BOTANY ROAD ALEXANDRIA**

---

(b) The maintenance, repair, renewal and replacement of the equipment referred to in subclause (a).

#### **3 Installation of Storage Box**

**Registration Date: 30/09/2010**

(1) Each owner for the time being of each lot in the strata scheme is conferred with the right to install a Storage Box (hereinafter referred to as "storage box") to service the owners lot within the strata scheme subject to the following terms and conditions:

(a) The owners of any lot proposing to undertake the installation of a storage box must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the storage box is to be installed;

(b) the storage box must be installed wholly within the lot and shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;

(c) the storage box must be installed in a location and in such a way that it does not interfere with access, use or operation of common property or another lot property in the strata scheme or any person lawfully using the common property any other public areas bounding the strata scheme;

(d) the storage box must be installed in a location and in such a way that it does not interfere or restrict the fire sprinklers or any other fire equipment in the strata scheme;

(e) the owners of any lot undertaking the installation of a storage box must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;

(f) the installation of the storage box must be effected in a workmanlike manner by licensed and insured tradespersons;

(g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the storage box must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;

(h) the storage box must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;

(i) any costs for repairs, replacement or insurance cover of the storage box including locking devices shall be borne by the lot owner in which the storage box services at no cost to the Owners Corporation;

(j) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the storage box is to be replaced or renewed;

(2) In the event that an owner or occupier of a lot to which the storage box is installed, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the storage box.

#### **4 Service of Documents by Owners Corporation**

**Registration Date: 15/02/2011**

##### **PART 1 - Preamble**

(i) The intention of this By-law is to provide the Owners Corporation with alternative means of serving notices, minutes, levies and other general correspondence on the owners within the strata scheme, other than those already specified in the Strata Schemes Management Act 1996 (NSW).

(ii) The method of delivery of notices referred to in this By-law may be issued by the Owners Corporation, where appropriate by electronic means including email, facsimile transmission, via the internet, website/s, electronic noticeboards or mobile telephone short message service (SMS).

##### **PART 2 - Definitions & Interpretation**

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

(a) Act means the Strata Schemes Management Act 1996 (NSW) or any amendment

(b) Email means the commonly recognised system for sending and receiving messages electronically over a computer network, as between personal computers, including any attachments to the email

(c) Facsimile means any electronic communication device that transmits information in a form from which written

---

Report Date: 6th July 2018



Tel: 1300 NETSTRATA P.O. Box 265  
Fax: 1300 644 402 HURSTVILLE BC 1481

## By-Laws

### **Strata Plan 82998** **222 BOTANY ROAD ALEXANDRIA**

---

material is capable of being reproduced

(d) Lot means any lot in the strata plan

(e) Notices means any correspondence issued by the Owners Corporation, including but not limited to notices and minutes of general meetings or executive committee meetings, levy contribution notices and levy contribution arrears notices, notices issued pursuant to section 45 of the Act (Notice to Comply) and all general correspondence

(f) Non-Statutory Notice means any notice that the Owners Corporation is not obliged to issue under the Act, such as levy contribution reminder letters and levy contribution arrears notices, By-law warning letters, or general correspondence

(g) Owner means the owner of the Lot

(h) Owners Corporation means the owners corporation created by the registration of strata plan 82998

(i) SMS means Short Message Service, the common text messaging service available on mobile phones and other handheld devices

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

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

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

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

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

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

(a) The address for services of notices specified in the section 118 provided by the lot owner to the Owners Corporation, or;

(b) Where a lot owner has provided the secretary, strata managing agent or Owners Corporation with an Email address, via the Email address supplied, or;

(c) Where a lot owner has provided the secretary, strata managing agent or Owners Corporation with a Facsimile number, via the Facsimile number provided, or;

(d) In addition to subclauses 3.1(a) to (c), for levy contribution payment notice, levy contribution arrears notices and general reminder notices, where an owner has provided the secretary, strata managing agent or Owners Corporation with a mobile telephone number, the Owners Corporation may issue reminder and payment details via an SMS message via the mobile number supplied.

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

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

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

#### PART 4 - Responsibilities and Obligations of Owners

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

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

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

---

Report Date: 6th July 2018



Tel: 1300 NETSTRATA P.O. Box 265  
Fax: 1300 644 402 HURSTVILLE BC 1481

## By-Laws

### **Strata Plan 82998** **222 BOTANY ROAD ALEXANDRIA**

---

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

#### **5 Modifications and Additions**

**Registration Date: 15/02/2011**

Each owner for the time being of each lot in the strata scheme is conferred with the right to install weather protection devices (hereinafter defined as including blinds, awnings, pergolas, shutters, screens, canopies and shades to provide shade and protection from sun and weather to the windows, doors and open spaces of a lot and all associated equipment wherever located) (hereinafter referred to as the 'devices') to service the owners lot within the strata scheme subject to the following terms and conditions:

- (a) The owners of any lot proposing to undertake the installation of any devices must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the devices are to be installed;
  - (b) the devices shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which they service;
  - (c) the style, design and finish of any proposed devices shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design of the first of any one type of device to be notified to the secretary or the strata managing agent will, if it complies with subclause (1) (a) to (j) hereof, set the precedent for any other similar installations of devices that may be proposed elsewhere in the strata scheme;
  - (d) the owners of any lot undertaking the installation of any devices must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
  - (e) the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
  - (f) the devices must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
  - (g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, any devices must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
  - (h) the devices must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
  - (i) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before any devices are to be replaced or renewed;
  - (j) all paint, stain and trim finishes applied to the devices shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation.
- (2) In the event that an owner or occupier of a lot to which any devices are installed, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.
- (3) In the event that an owner of a lot proposes the installation of any devices that, in their absolute discretion, the secretary or the strata managing agent believes is not consistent with the architectural theme established throughout the remainder of the strata scheme buildings. The proposal must be decided by vote at a general meeting.

#### **6 Painting Of Balconies**

**Registration Date: 15/02/2011**

Notwithstanding By-Laws 6.1(v) & 6.6, the Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 1996 (NSW) and the other By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to undertake and effect the

Report Date: 6th July 2018



Tel: 1300 NETSTRATA  
Fax: 1300 644 402

P.O. Box 265  
HURSTVILLE BC 1481

## By-Laws

### **Strata Plan 82998** **222 BOTANY ROAD ALEXANDRIA**

---

following:

- (a) To paint the ceilings and walls of all lots within R-Block;
- (b) The maintenance, repair, renewal and replacement of the equipment referred to in subclause (a);
- (c) To apply to the local council for permission to undertake the painting works as referred to in subclause (a).

#### **7 Parking Lock/Barrier**

**Registration Date: 20/10/2011**

- (1) (a) Each owner for the time being of each lot in the strata scheme is conferred with the right to install yellow coloured, parking lock/barrier (hereinafter referred to as "parking lock/barrier") to service the owners lot within the strata scheme subject to the following terms and conditions:
  - (b) The owners of any lot proposing to undertake the installation of a parking barrier must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the parking barrier is to be installed;
  - (c) the parking barrier must be installed wholly within the lot and shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;
  - (d) the parking barrier must be installed in a location and in such a way that it does not interfere with access, use or operation of common property or another lot property in the strata scheme or any person lawfully using the common property any other public areas bounding the strata scheme;
  - (e) the owners of any lot undertaking the installation of a parking barrier must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
  - (f) the installation of the parking barrier must be effected in a workmanlike manner by licensed and insured tradespersons;
  - (g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the parking barrier must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
  - (h) the parking barrier must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
  - (i) any costs for repairs or replacement of the parking barrier shall be borne by the lot owner in which the parking barrier services at no cost to the Owners Corporation;
  - (j) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the parking barrier is to be replaced or renewed;
- (2) In the event that an owner or occupier of a lot to which the parking barrier is installed, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the parking barrier.

#### **8 Preservation of Fire Safety**

**Registration Date: 15/05/2012**

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

#### **9 Delivery of Executive Committee Notices and Minutes**

**Registration Date: 15/05/2012**

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

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

---

Report Date: 6th July 2018



Tel: 1300 NETSTRATA P.O. Box 265  
Fax: 1300 644 402 HURSTVILLE BC 1481

## By-Laws

### **Strata Plan 82998** **222 BOTANY ROAD ALEXANDRIA**

---

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

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

#### **10 Absolution of Appliance Maintenance**

**Registration Date: 02/04/2013**

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

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

- (i) Bathroom & Kitchen Exhaust Fans
- (ii) Light Fittings and Down lights
- (iii) Air-Conditioning Apparatus
- (iv) Alarm Systems

#### **11 Receipt of Electronic Pages**

**Registration Date: 26/02/2014**

##### **PART 1.1 - PREAMBLE**

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

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

##### **PART 1.2 - GRANT OF RIGHT**

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

##### **PART 1.3 - THIS BY-LAW TO PREVAIL**

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

##### **PART 2 - DEFINITIONS & INTERPRETATION**

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

- (a) Act means the Strata Schemes Management Act 1996.
- (b) Agreement means a lease, licence, by-law or other agreement which confers a right of exclusive use of common property of the Strata Scheme to the Owner.
- (c) Electronic Communication means a document or instrument, including, but is not limited to, a form of proxy for the purpose of clause 11 of Schedule 2 to the Act, the content of which is in an electronic media format only.
- (d) Lot means any lot in strata plan no. 82998
- (e) Owner means the owner from time to time of the Lot.
- (f) Owners Corporation means the owners corporation constituted on the registration of strata plan no. 82998
- (g) Owners Mark means a unique user name and password provided to the owner by the Owners Corporation for the purposes of signing and authenticating a Proxy Form.
- (h) Strata Scheme means the strata scheme relating to Strata Plan no. 82998

##### **2.2 Interpretation**

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

---

Report Date: 6th July 2018



Tel: 1300 NETSTRATA P.O. Box 265  
Fax: 1300 644 402 HURSTVILLE BC 1481

## By-Laws

### **Strata Plan 82998 222 BOTANY ROAD ALEXANDRIA**

---

- (a) the singular includes plural and vice versa;
  - (b) any gender includes the other genders;
  - (c) any terms in the by-law will have the same meaning as those defined in the Act; and
  - (d) references to legislation include references to amending and replacing legislation.
- 2.2.2 Despite anything contained in this by-law, if any provision or part of a provision in this by-law is held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law to the extent that it is void, or unenforceable but the remainder of this by-law shall remain in full force and effect.

#### **PART 3 - CONDITIONS**

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

- (a) provides the Owners Corporation with an email address;
- (b) warrants that the Owner has taken all necessary action to prevent unauthorised access to the email address; and
- (c) consents to the email address being relied upon by the Owners Corporation to uniquely identify the Owner in respect of the communication.

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

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

- (a) the communication is received in accordance with the notice period under the Act;
- (b) the communication is in the form prescribed by the Strata Schemes Management Regulation 2010; and
- (c) it contains the Owner's mark where a signature is required and, in conjunction with the email address provided pursuant to clause 3.1 of this by-law, allows the Owners Corporation to identify the Owner in respect of the proxy.

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

## **12 Installation of Child Window Safety Devices**

**Registration Date: 14/04/2015**

#### **PART 1 - Preamble**

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

#### **PART 2 - Definitions**

(i) The following terms are defined to mean:

'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a statutory or lawful authority or any contractor or agent engaged by the Owners Corporation or lot owner.

'Lot' means any lot in the strata plan.

'Occupier' means the occupier of a Lot

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

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

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

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

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

---

Report Date: 6th July 2018



Tel: 1300 NETSTRATA P.O. Box 265  
Fax: 1300 644 402 HURSTVILLE BC 1481

## By-Laws

### **Strata Plan 82998 222 BOTANY ROAD ALEXANDRIA**

---

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

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

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

#### **PART 3 - Rights and Obligations of Lot Owners**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **13 Cleaning Windows and Doors**

**Registration Date: 13/06/2017**

(1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

(2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

---

Report Date: 6th July 2018



Tel: 1300 NETSTRATA  
Fax: 1300 644 402

P.O. Box 265  
HURSTVILLE BC 1481

## By-Laws

### **Strata Plan 82998 222 BOTANY ROAD ALEXANDRIA**

---

#### **14 Hanging Out Washing**

**Registration Date: 13/06/2017**

- 1) An owner or an occupier of a lot may hang washing on lines provided by the owners corporation for that purpose. The washing may be hung for a maximum period of 24 hours.
- 2) An owner or an occupier of a lot may hang washing on any part of the lot, other than over the balcony railings. The washing may only be hung for a reasonable period.
- 3) In this By-Law washing includes any clothing, bedding, towel or other article of a similar type.

#### **15 Levying of Debt Collection Expenses**

**Registration Date: 13/06/2017**

##### **PART 1 - Preamble**

(i) The intention of this By-law is to provide a mechanism for the Owners Corporation to add any expenses incurred associated with the pursuit of Levy Arrears and/or Debt Recovery Action for outstanding levies onto an owner by

adding the charges directly to the lot owners' notice of contributions or 'Levy Notice'.

(ii) The expenses shall include but will not be limited to expenses charged by the Strata Managing Agent, Debt Collection agents or Solicitors engaged by the Owners Corporation or the reasonable expenses of the strata committee that

are incurred during the debt recovery process.

(iii) These expenses will include any expenses or levies issued by the Owners Corporation prior to the commencement of this By-law.

##### **PART 2 - Definitions & Interpretation**

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

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

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

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

'Lot' means any lot in the strata plan.

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

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

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

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

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

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

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

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

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

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

- (i) The Owners Corporation shall have the authority to add all costs associated with the recovery of levy arrears

Report Date: 6th July 2018





Tel: 1300 NETSTRATA

P.O. Box 265

Fax: 1300 644 402

HURSTVILLE BC 1481

## By-Laws

### Strata Plan 82998

### 222 BOTANY ROAD ALEXANDRIA

---

and/or Debt Recovery Action from a lot owner as a debt by way of a levy charged to the lot;

(ii) Any Debt Recovery expenses may be added to an owners' Levy Payment Notice that is issued by the Owners Corporation from time to time;

(iii) The Owners Corporation (O.C.) must serve upon the owner a written notice of the contribution payable;

(iv) The O.C. may charge interest upon any contribution payable under this By-Law pursuant to s85 of the Act;

(v) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;

(vi) All monies recovered by the O.C. shall form part of the fund to which the relevant contribution belongs.

#### PART 4 - Owners Right of Appeal

(i) In the event that a lot owner believes the expenses levied upon them pursuant to this By-law are unreasonable,

the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(ii) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause (i) above, all charges imposed by the Owners Corporation shall stand.

### 16 Pre-Meeting & Electronic Voting

#### Registration Date: 06/07/2018

##### A) Intention

The intention of this By-law is to provide authorisation to both the Owners Corporation and Strata Committee to utilise pre-meeting electronic voting and electronic voting as a means of collecting and counting votes for a matter to be determined by either the Owners Corporation or Strata Committee.

##### B) Pre-Meeting Electronic Voting

(i) The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.

(ii) The Strata Committee, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.

##### C) Electronic Voting

The Owners Corporation and Strata Committee shall be authorised to utilise electronic means of voting including but not limited to, teleconferencing, video-conferencing, email (including scanned ballot papers), websites, mobile applications and other electronic means for the purpose of collecting and counting votes on any matter for determination by the Owners Corporation or Strata Committee prior and during the conduct of a meeting.

##### D) Compliance and Capability

Where the Owners Corporation or Strata Committee elects to use pre-meeting voting and/or electronic voting to assist with the conduct of a meeting, the secretary or Strata Managing Agent must ensure that;

(i) All rules surrounding the conduct of a meeting wholly or partially by pre-meeting and electronic voting are followed as specified by the Strata Schemes Management Act 2015, Strata Schemes Management Regulation 2016 as well as the terms of this By-law, and

(ii) The venue and electronic means used have the appropriate capabilities that will enable the meeting to be conducted using those mediums.

### 17 Minor Renovations By-Law

#### Registration Date: 06/07/2018

##### 1. Intention

---

Report Date: 6th July 2018



Tel: 1300 NETSTRATA P.O. Box 265  
Fax: 1300 644 402 HURSTVILLE BC 1481

## By-Laws

### **Strata Plan 82998** **222 BOTANY ROAD ALEXANDRIA**

---

The intention of this By-law is;

- i. To delegate the function of approving Minor Works to the Strata Committee of the Owners Corporation in accordance to section 110(6)(b) of the Strata Schemes Management Act,
- ii. Define what Minor Works may be approved by the committee,
- iii. Provide owners with an application process to have their Minor Works approved,
- iv. Provide Terms and Conditions that will apply to all Minor Works that are approved by the strata committee.

#### 2. Definitions

- i. The terms and references used in this By-law have the same meaning as the terms and references found in the Strata Schemes Management Act 2015 (the Act) and Strata Schemes Management Regulation 2016 (the Regulations).
- ii. Minor Renovations means any work to the common property in the building in connection with a lot for the following purposes;
  - a. Renovating a kitchen, bathroom or laundry within a lot (not including waterproofing works)
  - b. Renovating any other room within a lot (not including structural works)
  - c. Changing or installing recessed light fittings,
  - d. Installing or replacing wood or other hard floors,
  - e. Installing or replacing wiring or cabling or power or access points,
  - f. Work involving reconfiguring walls,
  - g. Installing or replacing pipes and duct work,
  - h. Installing a rainwater tank,
  - i. Installing a clothesline,
  - j. Installing a reverse cycle split system or ducted air-conditioning system,
  - k. Installing double or triple glazed windows,
  - l. Installing a heat pump or hot water service,
  - m. Installing ceiling, wall or floor insulation,
  - n. Installing an antenna, an aerial or satellite dish (less than 1.5M in diameter),
  - o. Installing a skylight, rotary roof ventilator device or exhaust fan in the roof space directly above the owners lot,
  - p. Installing solar panels and/or an electric battery for the purposes of providing electricity supply to the owners lot
  - q. Any other installation or renovation deemed a 'Minor Renovation' by the strata committee that accords with section 110 of the Act.

#### 3. Authority to approve Minor Renovations

- i. The Owners Corporation delegates to the Strata Committee under section 110(6)(b) of the Act, the authority to approve Minor Renovations as defined in this By-law to all lots within the strata scheme.
- ii. Upon receiving an application for Minor Works, the secretary or Strata Managing agent must convene a meeting of the Strata Committee within the timeframes and within provisions of the Act and Regulations.
- iii. The meeting may be convened and conducted by electronic means, if the Owners Corporation or Strata Committee has approved pre-meeting voting and electronic voting.
- iv. In the event there is no committee elected or the committee are unable to meet within the timeframes defined by the Act, the application must be determined by the Owners Corporation at a general meeting.
- v. The committee may, at its own discretion, decide that an application for Minor Renovations be determined by the Owners Corporation at a general meeting.
- vi. The Strata Committee may not unreasonably withhold approval for a Minor Renovation, however where the committee does withhold approval, the owner may refer their application for Minor Renovations to Owners Corporation for determination at a general meeting.
- vii. Where a general meeting is required pursuant to clause 3(vi) of this By-law, all costs associated with the production of that meeting will be borne by the owner of the lot to which the application applies, unless the application is to be determined at the next Annual General Meeting of the Owners Corporation or the strata committee agrees that the Owners Corporation will assume the expense.
- viii. Pursuant to section 110 of the Act, the Strata Committee cannot approve Minor Renovations of a structural nature or renovations that require waterproofing works.

---

Report Date: 6th July 2018



Tel: 1300 NETSTRATA  
Fax: 1300 644 402

P.O. Box 265  
HURSTVILLE BC 1481

## By-Laws

### **Strata Plan 82998 222 BOTANY ROAD ALEXANDRIA**

---

#### 4. Application Process

An application for a Minor Renovation must be made in writing and sent to the secretary or Strata Managing Agent and be accompanied with all necessary documentation that will readily allow the strata committee to determine the application, including but not limited to;

- i. The name of the applicant, contact details and lot number to which the Minor Renovations will apply,
- ii. A description of the Minor Renovations proposed,
- iii. All plans, specifications, drawings, expert reports or other information that will assist the committee in processing the application, including;
  - a. For works that involve the installation of timber or hard floors within a lot, details of the acoustics to be used to ensure adequate sound proofing;
  - b. For works that involve installing recessed lighting, a copy of the fire proofing proposed to be used,
- iv. Details of how any rubbish and debris will be disposed of during the construction process,
- v. The estimated duration of the work,
- vi. Other information that the committee may require in order to process the application.

#### 5. Terms and Conditions that will apply to all approvals

The following terms and conditions will apply to all Minor Renovations approved by the Strata Committee pursuant to this By-law.

- i. The owners must inform the secretary or Strata Managing Agent not less than fourteen (14) days before the Minor Renovations are to commence;
  - ii. Anything installed as a result of the Minor Renovation shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of the lot which they service, including successors in title;
  - iii. the owners of any lot undertaking the Minor Renovations must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
  - iv. the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
  - v. any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Minor Renovations must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
  - vi. the Minor Renovations must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
  - vii. the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the Minor Renovations are to be replaced or renewed;
- (2) In the event that an owner or occupier of a lot to which the Minor Renovations have been completed, after notice, fails to comply with any matters set out in conditions (i) to (vii) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.
- (3) The Strata Committee or Owners Corporation may impose additional terms and conditions to the granting of approval for Minor Renovations, including but not limited to;
- i. The supply of a Dilapidation Report prior to the commencement of the works,
  - ii. The supply of additional expert reports relevant to the proposed works,
  - iii. Payment of a Bond before commencement of the works,
  - iv. Conditions surrounding noise and proposed times of work,
  - v. Provisions for cleaning and removal of debris,
  - vi. Conditions surrounding access to common property for trades, equipment and vehicles.
  - vii. Any other matter relevant to the application.

#### **18 Absolution of Maintenance Lot Fittings & Fixtures**

**Registration Date: 06/07/2018**

PART 1 - Introduction and Intent

---

Report Date: 6th July 2018



Tel: 1300 NETSTRATA P.O. Box 265  
Fax: 1300 644 402 HURSTVILLE BC 1481

## By-Laws

### Strata Plan 82998 222 BOTANY ROAD ALEXANDRIA

---

- (a) This By-law has been drafted from the NSW Land and Property Information memorandum AG600000 dated November 2011 which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.
- (b) The intent of the By-law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme. The intent being that any fixture or fitting contained within the lot, whether specified in this By-law or not, or any appliance that only services one lot, whether specified in this By-law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the Owners Corporation absolving its maintenance responsibilities for same pursuant to section 106 of the Act.
- (c) Any item specified in this By-law that is afforded cover for damage due to an insurable event by the Owners Corporations insurance policy shall still be protected by that insurance.
- (d) At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building. Waterproofing shall also remain the Owners Corporations responsibility, except where a lot owner has undertaken a renovation within their lot that affects a waterproofed area.
- (e) This By-law does not confer any rights upon a lot owner to install any item listed in this By-law as a fixture or fitting of a lot.

#### PART 2 - Definitions

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

- (a) Act means the Strata Schemes Management Act 2015 (NSW) or any amendment
- (b) Lot means any lot in the strata plan
- (c) Owner means the owner of the Lot
- (d) Owners Corporation means the owners corporation created by the registration of strata plan 82998
- (e) Internal Area means any area within the envelope of a lot as defined by the Strata Plan
- (f) Internal Pipe Work and Wiring means any pipe work or wiring that only services one lot, whether located on a common property or internal wall.

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

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

#### PART 3 - Terms and Conditions

In accordance with section 106 of the Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owners lot within the Strata Scheme;

##### 3.1 Internal Areas

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

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

##### 3.2 Bathroom, Ensuities and Laundry Areas

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

- (a) All taps and internal pipe work

---

Report Date: 6th July 2018



Tel: 1300 NETSTRATA  
Fax: 1300 644 402

P.O. Box 265  
HURSTVILLE BC 1481

**By-Laws**



## **Strata Plan 82998**

### **222 BOTANY ROAD ALEXANDRIA**

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

#### **3.3 Kitchen Areas**

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

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

#### **3.4 Floor Coverings**

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

#### **3.5 Balcony/Courtyard Areas**

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

#### **3.6 Electrical Fittings & Appliances**

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

#### **3.7 Front Door, Balcony Doors, Windows and Garage Area**

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

Report Date: 6th July 2018

## Approved Form 10

### Certificate re Initial Period

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

\*that the initial period has expired.

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

The seal of The Owners - Strata Plan 82998 was affixed 6 July 2018 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: **Brad Wood of Netstrata**

Authority: **Appointed Managing Agent**



Lodger Details

Lodger Code	506516Q
Name	ADVOCATUS LAWYERS & CONSULTANTS
Address	L 1, 165 PHILLIP ST SYDNEY 2000
Lodger Box	1W
Email	DARREN.KANE@ADVOCATUSLAWYERS.COM.AU
Reference	SP82998-2283

Land Registry Document Identification

AT127387

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/SP82998	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP82998  
Other legal entity

Meeting Date

30/01/2023

Added by-law No.

Details SPECIAL BY LAW 31, 32, 33

Amended by-law No.

Details NOT APPLICABLE

Repealed by-law No.

Details NOT APPLICABLE

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP82998
Signer Name	DARREN CHARLES KANE
Signer Organisation	DARREN CHARLES KANE
Signer Role	PRACTITIONER CERTIFIER
Execution Date	25/05/2023



A handwritten signature in black ink, appearing to read 'Anita Dalag'.

## By-Laws

Electronic signature of me, Anita Dalag,  
affixed by me, on 2/05/23 at 4:10 PM  
Property & Stock Agent Act 2002 Licence No  
867112

## Strata Plan 82998

### 222 BOTANY ROAD ALEXANDRIA

"Annexure A"

**The Following are the Standard By-laws registered with the scheme. Strata Plan registration Date: 15/12/2009**

#### 1 Meanings

##### 1. Meanings

##### 1.1 Meanings of terms

In these by-laws, these terms (in any form) mean:

Apartment means the apartment comprised within a Lot

Apartment Services means the provision by the Caretaker to those Owners and Occupiers who elect to use them, services associated with the occupation of an Apartment.

Approved Building Works means Building Works to a Lot or Common Property which have been approved by the Owners Corporation in accordance with by-law 19.

Authority means any Governmental Agency or any statutory, public or other Authority having jurisdiction over the Building.

Benefited Party means any person or body corporate having the benefit of an Easement.

Building means the buildings constructed within the Parcel known as Building M and Building W, being the buildings located at 68 McEvoy Street, Alexandria NSW 1435 and 22 Wyndham Street, Alexandria NSW 1435 respectively.

Building Services means services in connection with the maintenance and repair of the common Property, cleaning services in connection with the Common Property, waste/garbage management services in connection with the Parcel

and landscaping services to the Owners Corporation.

Building Works has the meaning given to the term in by-law 19.1(a)

By-laws means the by-laws in place from time to time for the Strata Scheme.

Cable means cables, conduits, pipes wires and ducts.

Caretaker means the person appointed by the Owners Corporation pursuant to the Caretaker Agreement.

Caretaker Agreement means the agreement between the Owners Corporation and the Caretaker contemplated by bylaw

##### 16.1

Code means a code made by the Owners Corporation in accordance with by-law 9.1 (as it may be amended or changed)

Common Property means so much of the Parcel as from time to time is not comprised in any Lot.

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

Development Application means an application for a development consent made under the Environmental Planning and Assessment Act 1979 (NSW).

Development Consent means a consent to a Development Application issues under the Environmental Planning and Assessment Act 1979 (NSW) and includes all amendments and variations to that consent.

Easement means any easement or restrictive covenant burdening or benefitting the Common Property.

Equipment includes plant, machinery, equipment and security devices

Exclusive Use Area means that part of the Common Property the subject of an Exclusive use By-Law.

Exclusive Use By-Law means an exclusive use and special privilege by-law made in accordance with Division 4 part 5 Chapter 2 of the Management Act.

Executive Committee means the facilities manager appointed by the Building Management Committee.

Garbage means any refuse, recyclable material or waste.

Garbage Room means that part of the building comprising the garbage room.

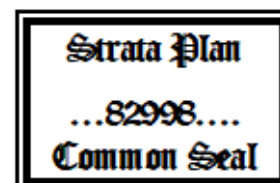
Governmental Agency means any governmental, or semi-governmental, administrative, fiscal or judicial department,

commission, authority, tribunal, agency or entity.

Initial Period has the meaning given to it by the Management Act.

Law includes any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and

whether state, federal or otherwise.



Report Date: 2nd May 2023





## **Strata Plan 82998**

### **222 BOTANY ROAD ALEXANDRIA**

---

Legislation means the Management Act and the Development Act.

Lot means a lot in the Strata Plan and otherwise has the meaning given to it by the Development Act.

Major Building Works means:

(a) alterations to, additions to, removal of, repair or replacement of:

(i) any part of the Common Property (such as (by way of example only) Common Property walls, Common Property windows and doors, Common Property floor and ceilings);

(ii) the structure of a Lot;

(iii) the internal walls inside a Lot (such as dividing walls even though they may not be Common Property);

(iv) the balcony attached to a Lot (such as enclosing it or erecting some permanent structure on it (not including plants and furniture) or changing railings, balustrades, tiles); and

(v) the installation of an air conditioning unit on or in any part of the Parcel;

(b) any alteration to, addition to, removal of, repair or replacement of any part of a Lot or Common Property which may

impact on the structural integrity of the building; and

(c) the installation of any bars, screens, grilles or other safety devices to the exterior of any windows or doors to a Lot.

Management Act means the Strata Schemes Management Act 1996 (NSW)

Managing Agent means the person appointed by the Owners Corporation as its strata managing agent under section

27 of the Management Act

Minor Building Works means any alterations to, additions to, removal of, repair of or replacement of any part of a Lot

or any fixture in a Lot which are not Major building Works (such as (by way of example only), floors, flooring, underlay,

the surface of internal walls, tiles, bathroom fixtures, kitchen fixtures).

Occupier means the occupier, lessee or licensee of a Lot (not being the Owner of a Lot)

Original Owner means the registered proprietor of the Lots at the time of registration of the Strata Plan being a party

identified in the Particulars.

Owner means the registered proprietor, or mortgagee in possession, for the time being of a Lot.

Owners Corporation means the owners corporation constituted on registration of the Strata Plan.

Parcel means the land comprising the Lots and Common Property the subject of the Strata Scheme.

Real Estate Services means the provision by the Caretaker to those Owners who elect to use them, services associated with the letting, managing and sale of Lots.

Representative means the representative of the Owners Corporation on the Building Management Committee

Restricted Matter means a matter or class of matter:

(a) which in accordance with the Legislation may only be determined by the Owners Corporation in general meeting; or

(b) which has been determined by the Owners Corporation in general meeting as being a matter or class of matter which

may only be determined by the owners Corporation in general meeting.

Rules means the rules made by the Owners Corporation in accordance with by-law 9.1 (as they may be amended or changed).

Security Key means a key, magnetic card or other device used to open and close doors, gates or locks or to operate

alarms, security systems or communication systems within the Building.

Shared Facilities means the services and facilities described as "Shared Facilities" in the Strata Management Statement.

Sign includes any sign, light, advertisement, name, notice, placard and any other similar item, and includes any Sign

advertising a Lot for sale or to let.



## By-Laws

### **Strata Plan 82998** **222 BOTANY ROAD ALEXANDRIA**

---

Strata Management Statement means the strata management statement registered with the Strata Plan referred to in

the Particulars

Strata Plan means the strata plan referred to in the particulars.

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

Substitute Representative means the substitute representative of the Owners Corporation on the Building Management Committee.

Vehicle includes motor cars, motor bicycles, bicycles, boats, caravans, trucks and trailers

Visitor Car Space means those parts of the Common Property designated as a visitor car space.

#### 1.2 Undefined Words

Undefined words in these by-laws have the same meaning as they do in the Management Act and the Strata Management Act.

#### 1.3 Interpretation

Any reference to:

(a) legislation includes later legislation which changes it, including regulations, proclamations, ordinances and by-laws

issued under later legislation;

(b) the singular includes the plural and vice versa.

#### 1.4 Headings

Headings do not affect the interpretation of the by-laws.

## **2 About These By-Laws**

### 2.1 Consent of Owners Corporation

Where a by-law requires the consent of the Owners Corporation to a particular activity, unless stated otherwise in that

by-law or unless the activity is a Restricted Matter, the consent may be given either:

(a) The Owners Corporation in general meeting; or

(b) the Executive Committee at a duly convened meeting of the Executive Committee.

### 2.2 Consent of Owners Corporation may be revoked or withheld

Consent given by the Owners Corporation under a by-law:

(a) if practicable, may be revoked by the Owners Corporation in general meeting; and

(b) subject to by-law 2.3, may be granted or withheld in the absolute discretion of the Owners Corporation or be given

conditionally

### 2.3 Owners Corporation must not withhold consent

Where an Owner or Occupier makes an application for the consent of the Owners Corporation to a particular activity

and the Owners Corporation has developed a Rule or Code relating to that activity or class of activity, if the activity for

which the Owners or Occupier seeks consent is one which is approved by the relevant Rule or Code, the Owners Corporation must not withhold consent to the application by that Owner or Occupier to the carrying out of that activity.

### 2.4 Consent by Executive Committee may be revoked or withheld

Consent given by the Executive Committee under a by-law:

(a) if practicable, may be revoked by the Owners Corporation in general meeting; and

(b) subject to by-law 2.3, may be granted or withheld in the absolute discretion of the Executive Committee or be given

conditionally.

### 2.5 Consent Conditions

Owners and Occupiers must comply with any condition in a consent



## **Strata Plan 82998**

### **222 BOTANY ROAD ALEXANDRIA**

---

#### **2.6 Reporting act or activity to Owners Corporation**

Where a by-law requires an act or activity to be reported to the Owners Corporation, unless stated otherwise by the bylaw:

(a) if the Owners Corporation has appointed a caretaker or building manager, that act or activity must be reported to the

caretaker or building manager; and

(b) if the Owners Corporation has not appointed a caretaker or building manager, that act or activity must be reported to

the Managing Agent, or if a Managing Agent has not been appointed, to a member of the Executive Committee.

#### **2.7 Exclusive Use By-Laws**

(a) Each of the by-laws in Section 2 is an Exclusive Use By-Law

(b) The Owner of a Lot who has the benefit of an Exclusive Use by-law may allow the Occupier of their Lot to exercise the

rights of the Owner under the Exclusive Use by-law. The Owner remains responsible to the Owners Corporation in connection with compliance with the Exclusive Use by-law.

(c) An Exclusive Use by-law, so far as it relates to a Lot, may only be amended, repealed or revoked by a special resolution of the Owners Corporation and with the consent of the Owner of the Lot.

(d) The party or parties having the benefit of an Exclusive Use By-Law in connection with an Exclusive Use Area which is

also a Shared Facility must permit the Exclusive Use Area to be used by the party or parties entitled to use the Exclusive Use Area under the Strata Management Agreement.

(e) The party or parties entitled to use an Exclusive Use Area must comply with those terms of the Strata Management

statement which apply to or relate to the Exclusive Use Area.

(f) The party or parties having the benefit of an Exclusive Use by-law in connection with an Exclusive Use Area which is

the subject of an Easement must permit the Benefited Party to exercise their rights under the Easement.

(g) The consent of the Owner having the benefit of an Exclusive Use By-law in connection with an Exclusive Use Area

must be obtained to the creation of an Easement after the date of registration of these by-laws which affect or relates

to the Exclusive Use Area, which consent must not be unreasonably withheld if the proposed Easement does not impact adversely on the rights under the relevant Exclusive use By-law relating to the Exclusive Use Area.

## **3 Behaviour and Responsibility on Common Property**

### **3.1 General Obligations**

(a) Owners and Occupiers must be adequately clothed when on Common Property.

(b) Owners and Occupiers must do all that is necessary not to break any Law when on Common Property.

(c) Owners and Occupiers must ensure their children and the children of their visitors:

(i) are accompanied by a responsible adult if they are playing within the bounds of Common Property; and

(ii) unless accompanied by a responsible adult, do not enter areas of Common Property that are likely to be dangerous to children.

(d) Owners and Occupiers must ensure their invitees:

(i) are not left to remain on the Common Property unsupervised except to the extent reasonably necessary for their arrival and departure.

(ii) do not do anything that they cannot do under the by-laws; and

(iii) are removed from the building upon refusing to comply with the By-laws.

### **3.2 Prohibited behaviour**

Owners and Occupiers must not:

(a) make noise or behave in a way likely to interfere with another's peaceful enjoyment of their Lot or Common



## By-Laws

### **Strata Plan 82998** **222 BOTANY ROAD ALEXANDRIA**

---

Property.

(b) use language or behave in a manner likely to cause offence or embarrassment to the Occupier of another Lot or to any

person lawfully using Common Property.

(c) obstruct the lawful use of Common Property by any person;

(d) smoke while on Common Property or allow smoke to emit from their Lot;

(e) do anything which is illegal while on Common Property

(f) bring or permit to enter, any heavy article which might cause structural damage to the Building.

#### **4 Common Property**

##### **4.1 Prohibited conduct**

Owners and Occupiers must not:

(a) do anything to damage or deface Common Property;

(b) interfere with any personal property vested in the Owners Corporation;

(c) damage any lawn, plant, tree or garden situated on or within Common Property;

(d) purposely damage or use part of a lawn or garden, a plant or tree for their own purpose;

(e) place or hang laundry on any part of the Common Property;

(f) park or stand any Vehicle on any part of the Common Property; or

(g) use or interfere with any fire safety equipment except in case of an emergency and must not obstruct any fire stairs or fire escape.

##### **4.2 Prevention or damage to Common Property**

Owners and Occupiers must not:

(a) interfere with the operation of any Equipment installed in the Common Property;

(b) modify any existing Equipment (whether or not such Equipment is contained wholly within their Lot); or

(c) interfere with Common Property or remove any article from the Common Property placed there by direction or authority

of the Owners Corporation,

without the prior written consent of the Owners Corporation.

##### **4.3 Easements**

Owners and Occupiers must do anything to prevent, hinder or delay a Benefited Party from carrying out its rights under

an Easement.

##### **4.4 Duty to notify defects to Owners Corporation**

Owners and Occupiers must inform the Owners Corporation of any noticeable defect they notice in the Common Property or personal property vested in the Owners Corporation.

##### **4.5 Maintenance of installations**

Notwithstanding section 62 of the Management Act, Owners and Occupiers must maintain and keep in a state of good

repair or otherwise as reasonably required by the Owners Corporation, any installation that service their Lot to which

the consent of the Owners Corporation has been given under the By-laws.

#### **5 Visitor Car Spaces**

Standard By-Law 5 was repealed by the Owners Corporation on 05/02/2020

#### **6 Occupation and Use of Lots**

---

Report Date: 2nd May 2023



## **Strata Plan 82998**

### **222 BOTANY ROAD ALEXANDRIA**

---

#### 6.1 General

(a) Owners and Occupiers must:

(i) keep their Lot clean, tidy and in good repair; and

(ii) comply with all Laws affecting their Lot.

(b) Owners and Occupiers must not:

(i) store or use any chemical, liquid, gas or flammable material on their Lot unless it is to be used in the lawful, permitted use of their Lot.

(ii) use or allow their Lot to be used or occupied:

(A) for any unlawful purpose; or

(B) for any purpose that may affect, lessen or damage the reputation of the Building;

(iii) break any Law whilst on their Lot;

(iv) place or hang laundry, towels, rugs, bedding or any other similar item on any part of their Lot that is visible from outside their Lot;

(v) keep anything which is visible from outside their Lot which is inconsistent with the visual aesthetics of the Building;

(vi) operate or allow to operate any device or electronic equipment on their Lot which interferes with any domestic appliance lawfully in use in the Building or another Lot;

(vii) place, attach or hang from any part of their Lot or the Common Property any aerial or any security device or wires; or

(viii) install or operate any intruder alarm in their Lot which emits an audible signal.

#### 6.2 Floor Coverings

Owners and Occupiers must ensure the floor space within their Lot is covered or otherwise treated so as to prevent the

transmission of noise from such floor space which is likely to disturb the peaceful enjoyment of another Lot

(kitchens,

bathrooms and laundries excluded).

#### 6.3 Window Coverings

(a) Owners and Occupiers must ensure the window treatment of their Lot (such as curtains, blinds, shutters and louvres) is

either of a neutral or off white colour approved by the Owners Corporation. Any window treatment such as shutters,

must be painted, and must be painted in a neutral or off white colour. Wood colour or natural wood is not permitted.

(b) Owners and Occupiers must not attach, erect, install or affix vertical blinds to their Lot.

(c) Owners and Occupiers must not tint the windows or glass doors of their Lot with mirror reflective tint.

(d) Owners and Occupiers must not without the consent of the Owners Corporation:

(i) tint the windows or glass door of their Lot with any other type of tint;

(ii) attach, erect, install or affix any window treatment to the outside of the windows or doors on their Lot (such as louvres, shutters, awnings, sun shades or sun blinds); or

(iii) attach, erect, install or affix any bars, screens (whether security screens or insect screens), grilles, locks or any safety device on the interior or exterior of windows or doors in the lot which is visible from outside the Lot.

#### 6.4 Cleaning Windows

(a) Owners and Occupiers must keep clean all interior surfaces and exterior surfaces of glass in windows and doors on the

boundary of their Lot, including so much as is Common Property, unless:

(i) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or

(ii) that glass or part of the glass cannot be accessed by the Owner or the Occupier of the Lot safely or at all.

(b) The Owners Corporation may decide:

(i) to keep clean that part of the Common Property which is the glass surface of any window or door or the boundary of any Lot or Lots; or

(ii) not to keep clean that part of the Common Property which is the glass surface of any windows or door on the



## By-Laws

### Strata Plan 82998 222 BOTANY ROAD ALEXANDRIA

---

boundary of any Lot or Lots.

#### 6.5 Balconies

(a) Owners and Occupiers must:

(i) keep the balconies of their Lot clean, tidy and in good repair; and  
(ii) ensure those parts of the balcony rails and door and window frames on the boundary of their Lot which are Common Property are cleaned on a regular basis so as to prevent corrosion, rusting and weathering.

(b) Owners and Occupiers must not place any item on the balcony of their Lot;

(i) which is fixed (with the exception of air-conditioning units installed pursuant to Special By-Law 1)

(ii) which is inconsistent with use as a balcony; or

(iii) which is inconsistent with the aesthetics and appearance of the Building.

(c) Owners and Occupiers must not place or hang laundry, towels, rugs, bedding or any other items on the balcony of their

Lot.

#### 6.6 Barbecues

Owners and Occupiers must not:

(a) place or operate a barbecue on the balcony of their Lot unless:

(i) it is a portable gas barbecue with a cover; or

(ii) it is a barbecue approved by, or a type approved by, the Owners corporation; or

(b) permit any smoke or odour to emit from a barbecue on their Lot which causes or is likely to cause a nuisance to the

owners and Occupiers of other Lots.

#### 6.7 Car Space

(a) Owners and Occupiers must keep the car space of their Lot clean and free from grease.

(b) Owners and Occupiers must not use their car space for storage purposes unless they have the consent of the Owners

Corporation to do so.

(c) Owners and Occupiers may only use their car space for parking motor cars, motor bicycles and bicycles (and no other

vehicles such as boats, caravans and trucks (this list is not exhaustive)).

(d) Owners and Occupiers must not enclose their car space.

#### 6.8 Commercial Operations

(a) The Owners Corporation must be notified by an Owner or Occupier:

(i) who is carrying out or who intends to carry out; or

(ii) who permits or intends to permit any person to carry out, commercial operations from their Lot.

(b) On request by the Owners Corporation, each Owner and Occupier of a Lot must give the Owners Corporation a copy

of the consents they hold in connection with any commercial activities being operated on their Lot

## 7 Security and Security Keys

### 7.1 General

(a) Owners and Occupiers must not do anything which may prejudice the security or safety of the building.

(b) Owners and Occupiers must close all security doors and gates when they pass through them.

(c) Owners and Occupiers must exercise great care in making a Security Key available for users of their Lot.

(d) Owners and Occupiers must take all reasonable steps to ensure return of the Security Key to the Owner or the Owners

Corporation

(e) Owners and Occupiers must promptly notify the Owners Corporation if a Security Key is lost or destroyed.

### 7.2 Access

If it considers it necessary, the Owners Corporation may:





## **Strata Plan 82998**

### **222 BOTANY ROAD ALEXANDRIA**

---

(a) close off or restrict by means of Security Key access to any part of the Common Property not required for access to a

Lot on either a temporary or permanent basis;

(b) exclude access to any part of the Common Property as a means of monitoring the security of the building; and

(c) restrict by means of Security Key access to one level of the Building to any other level.

#### **7.3 Restricted Access**

(a) if the Owners Corporation restricts access under by-law 7.2, the Owners Corporation may make available to Owners

and Occupiers free of charge or for a charge or bond (at the election of the Owners Corporation) the number of Security Keys which the Owners Corporation considers necessary.

(b) The Owners Corporation may charge Owners and Occupiers a fee or a bond for any additional or extra Security Keys

they may require.

(c) Owners and Occupiers must not duplicate or permit a Security Key to be duplicated and must take all reasonable steps

to ensure a Security Key is not lost or handed to any person other than another Owner or Occupier or to the Owners

Corporation.

#### **7.4 Owners Corporation may re-code Security Keys**

The Owners Corporation has the power to re-code Security Keys and to require Owners and Occupiers to return their

Security Keys to have them re-coded.

#### **7.5 Agreement with Third Party**

The Owners Corporation has the power to make agreements with other parties to manage the Security Keys system

for a charge, and if it does, Owners and Occupiers must deal with that party and pay the fee or bond that party may

require for Security Keys.

#### **7.6 Strata Management Statement**

Owners and Occupiers acknowledge the Strata Management Statement contains provisions relating to the security of

the Building.

## **8 Compensation to Owners Corporation**

### **8.1 Damage**

Owners and Occupiers must compensate the Owners Corporation for any damage to the Common Property or personal property vested in the Owners Corporation caused by them or any of their invitees.

### **8.2 Costs**

Owners and Occupiers must reimburse the Owners Corporation for any costs incurred by the Owners Corporation as a result of breach of the by-laws by them or anyone under their control.

## **9 Rules and Codes**

### **9.1 Power of Owners Corporation to make Rules and Codes**

The Owners Corporation may make Rules and Codes relating to matters associated with:

(a) the use and management of the Building;

(b) the security and control of the Building;

(c) the manner of treating windows and glass doors of Lots (such as the type and colour of window treatment which is



## By-Laws

### **Strata Plan 82998** **222 BOTANY ROAD ALEXANDRIA**

---

permitted);

(d) the type of bars, screens (whether security screens or insect screens), grilles, locks or any other safety devices on the

interior or exterior of windows or doors in Lots;

(e) the appearance of Lots;

(f) the appearance of the Building

(g) the type of furniture and other items which are prohibited from being placed on balconies;

(h) the type of Signs; and

(i) any other matter determined by the Owners Corporation.

#### **9.2 Amending or Replacing Rules or Codes**

(a) The Owners Corporation may amend or replace any Rule or Code.

(b) The Owners Corporation must display and new or amended Rule or Code on the notice board of the Building for at

least 7 days, or send a copy to each Owner.

(c) If the Owner is not the Occupier, the Owner must send a copy of any new rule or Code to the Occupier within 7 days of

receiving a copy from the Owners Corporation.

#### **9.3 Owners and Occupiers Bound**

Owners and Occupiers are bound by the Rules and the Codes and must comply with them at all times.

#### **9.4 Breach**

Breach of a Rule or Code by an Owner, Occupier or the Owners Corporation will be regarded as, and deemed to be, a

breach of these By-laws.

### **10 Provision of Amenities or Services**

#### **10.1 Owners Corporation May Contract Out**

The Owners Corporation may determine to enter into arrangements for the provision of amenities or services to one or

more of the Lots, or to the Owners or Occupiers of one or more of the Lots including (this list is not exhaustive):

(a) window cleaning

(b) garbage disposal

(c) electricity, water or gas supply; and

(d) telecommunications services (for example, cable television).

#### **10.2 Service Fee**

If the Owners Corporation makes a resolution referred to in by-law 10.1 to provide an amenity or service to a Lot or to

the owner or Occupier of a Lot, it must indicate in the resolution the amount which, or the conditions on which, it will

provide the amenity or service.

### **11 Insurance Premiums**

#### **11.1 Obligations of Owners and Occupiers**

(a) Unless there is prior written consent of the Owners Corporation, Owners and Occupiers may not do or permit anything

which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

(b) Owners and Occupiers must immediately notify the Owners Corporation of any activity carried out or intended to be





## By-Laws

### **Strata Plan 82998** **222 BOTANY ROAD ALEXANDRIA**

---

carried out or permitted to be carried out on their Lot which may increase the premiums for the insurances held by the Owners Corporation.

#### 11.2 Owner or Occupier liable

(a) Consent under by-law 11.1(a) allows the Owners Corporation to require an Owner or Occupier to reimburse the owners

Corporation for the higher premiums.

(b) Owners and Occupiers are responsible to pay the amount by which any insurance premium may increase as a result of

any activity being carried out on that Owner's Lot. The increased amount must be paid from time to time on demand

from the owners Corporation. A letter from the broker for the Owners Corporation is, in the absence of manifest error,

conclusive evidence of the increased amount.

## **12 Moving and Delivering**

### 12.1 Large and Heavy Items

(a) This by-law relates to moving in and out of the Building, taking delivery of items in the Building and moving large or

heavy items through the Common Property.

(b) Such items may only be moved through the Common Property or taken delivery of, in accordance with the requirements and Rules of the Owners Corporation.

(c) If the Owners Corporation has appointed a caretaker, Owners and Occupiers must comply with his requirements.

### 12.2 Damage

Owners and Occupiers must not do any damage to the Common Property, or must immediately make good any such damage they have caused to their Lot.

### 12.3 Strata Management Statement

Owners and Occupiers acknowledge the Strata Management Statement contains provisions relating to moving and delivering items.

## **13 Complaints and Applications**

### 13.1 To Be In Writing

(a) Any complaint or application to the Owners Corporation or the Executive Committee must be addressed in writing to

the party nominated from time to time by the Owners Corporation to accept that complaint or application.

(b) If the Owners Corporation has not made a nomination, then complaints and applications must be addressed to the

Managing Agent, or if the Owners Corporation has not appointed a Managing Agent, to the Executive Committee.

## **14 Lease or Licence of Lots**

### 14.1 General

This by-law applies to Lots that are leased or licensed or otherwise occupied by a party other than the Owner.

### 14.2 Obligations of Owners

If an Owner of a Lot has leased or licensed that Lot, the Owner of the Lot must:

(a) ensure the Occupiers have a copy of the most recent version of the by-laws and of any Rule or Code (including



## **Strata Plan 82998**

### **222 BOTANY ROAD ALEXANDRIA**

---

any  
amendments or changes from time to time);  
(b) ensure the Occupiers comply with the By-laws and any Rule or Code;  
(c) act promptly to comply with any reasonable notice the Owner may receive from the Owners Corporation, the Executive Committee, the Managing Agent and the Caretaker or building manager (if any) about the Occupiers; and  
(d) take all action available to ensure the Occupiers comply with the By-laws and Rule or Code and any reasonable notice the Owner receives from the Owners Corporation.

#### **14.3 Obligations of Occupiers**

In an Owner of a Lot has leased or licensed the Lot, the Occupier of the Lot:

- (a) must comply with the By-laws and any Rule or Code; and
- (b) must promptly comply with any notice it receives from the Owners Corporation, the Executive Committee, the Managing Agent and the Caretaker or building manager (if any).

## **15 Access**

### **15.1 Owners Corporation and Caretaker may have Access**

- (a) The Owners Corporation and the Caretaker, by each of their respective agents, employees or contractors may, with or without tools and materials, enter, have access to and go through a Lot or any part of a Lot for the purposes of:
  - (i) carrying out work required to be carried out by the Owners Corporation in accordance with the requirements of the Management Act;
  - (ii) carrying out works required to be carried out by the Owners Corporation by a notice served on it by any public Authority
  - (iii) carrying out work required to be carried out by the Owners Corporation by an order under the Management Act; and
  - (iv) carrying out work to the gardens and landscaped areas in the Common Property adjacent to the Lot.
- (b) Owners and Occupiers must not obstruct or hinder the Owners Corporation in the exercise of its functions under this by-law

### **15.2 Right to Store**

In order for the Owners Corporation to undertake its functions in this by-law, the Owners and Occupiers of Lots must permit the Owners Corporation and the Caretaker to temporarily store any necessary equipment or material on their Lot.

## **16 Caretaker Agreement**

### **16.1 Appointment**

The Owners Corporation may:

- (a) appoint the Caretaker to provide the Building Service for the purposes of assisting the Owners Corporation in its functions of managing the Common Property, controlling the use of the Common Property and maintaining and repairing the Common Property; and
- (b) enter into the Caretaker Agreement referred to in by-law 16.2 to provide those services.

### **16.2 Terms of the Caretaker Agreement**

- (a) The Caretaker Agreement may be for the Initial Period and then any period permitted by law after the Initial Period.
- (b) The Caretaker Agreement may contain the following provisions:



## **Strata Plan 82998**

### **222 BOTANY ROAD ALEXANDRIA**

---

- (i) provide for remuneration to the Caretaker of an annual fee to be agreed between the Owners Corporation and the Caretaker; and
- (ii) provide for the annual fee to be reviewed annually in accordance with the consumer price index.
- (c) The agreement may include provisions about:
  - (i) the manner in which the Caretaker must carry out the Building Services;
  - (ii) the manner in which employees and contractors are to be engaged;
  - (iii) the manner in which the Caretaker may be reimbursed for expenses; and
  - (iv) the manner in which the agreement may be assigned.
- (d) The agreement may contain provisions pursuant to which the Owners Corporation:
  - (i) consents to the Caretaker providing the Apartment Services and the Real Estate Services; and
  - (ii) permits the Caretaker to use any part of the Common Property for the purposes of providing the Apartment Services and the Real Estate Services; and
  - (iii) agrees not to permit any other party to use the Common Property or any part of it for the purposes of providing services similar to the Apartment Services and the Real Estate Services.

#### **17 Obstruction of the Caretaker**

##### **17.1 Obligations on Owners and Occupiers**

Owners and Occupiers must not:

- (a) Interfere with or obstruct the Caretaker from using any part of the Common Property in providing the services contemplated by the Caretaker Agreement; and
- (b) Interfere with or obstruct the Caretaker from using any part of the Common Property in providing the services contemplated by the Caretaker Agreement.

#### **18 Strata Management Statement**

##### **18.1 What the Strata Management Statement is about**

The Strata Management Statement the subject of this by-law:

- (a) governs the relationship between the Owners Corporation and the other parties to the statement in connection with matters relating to the management of the buildings the subject of the statement and in connection with matters relating to the Shared Facilities; and
- (b) contains rules in connection with the Shared Facilities.

##### **18.2 By-Laws**

The Owners Corporation must to what is reasonable (including passing the relevant resolutions in general meeting to cure any inconsistency) to ensure none of the By-Laws or any Rule or Code is inconsistent with the terms of the Strata Management Statement.

##### **18.3 Power to Enter Into Strata Management Statement**

The Owners Corporation has the power to enter into the Strata Management Statement and to appoint a Representative and Substitute Representative to the Building Management Committee.

##### **18.4 Representative of the Building Management Committee**

- (a) The Owners Corporation must at all times have a Representative or Substitute Representative on the Building Management Committee, whose identity shall be as determined by by-law 18.4(b).
- (b) Subject to the provisions of by-law 18.4(e), the Representative and Substitute Representative must be one of the members of the Executive Committee. The Executive Committee must appoint one of its members to be its Representative (and if necessary, Substitute Representative) on the Building Management Committee and has the power to terminate those appointments and to make fresh appointments at meetings of the Executive Committee,



## **Strata Plan 82998**

### **222 BOTANY ROAD ALEXANDRIA**

---

as

the Executive Committee considers appropriate.

(c) The Executive Committee must give all necessary directions to the appointed Representative and Substitute Representative to enable those parties to perform their duties as the Representative and Substitute Representative of

the Owners Corporation at meetings of the Building Management Committee.

(d) The appointed Representative and Substitute Representative must abide by the decisions and directions of the Executive Committee (or the Owners Corporation in general meeting) when performing their respective functions as the appointed Representative and Substitute Representative of the Owners Corporation at meetings of the Building Management Committee.

(e) Unless and until the Owners Corporation receives written notice from the Original Owner that it does not require its

nominee to be the Owners Corporation's Representative and Substitute Representative on the Building Management

Committee, the Owners Corporation's Representative and Substitute Representative on the Building Management Committee shall be nominees of the Original Owner.

#### **18.5 Consent of the Building Management Committee**

(a) The granting of consent to an Owner or Occupier under these By-laws to the doing of any act, matter or thing is not to

be regarded as consent from the Building Management Committee to the act, matter or thing.

(b) If the consent of the Building Management Committee is required to the doing of any act, matter or thing, then the

Owners Corporation or any Owners and Occupier who wishes to do the act, matter or thing must procure the consent

of the Building Management Committee before doing the act, matter or thing.

#### **18.6 Compliance with Strata Management Statement and Directions of Building Management Committee**

The Owners Corporation and every Owners and Occupier must comply with:

(a) their respective obligations in the Strata Management Statement; and

(b) the directions of the Building Management Committee and the Facilities Manager given in the proper exercise of their

respective functions under the Strata Management Statement.

#### **18.7 Shared Facilities**

(a) In respect of any Shared Facility which is located on or in the Common Property, the Owners Corporation:

(i) must comply with the terms of the Strata Management Statement so far as it relates to that Shared Facility; and

(ii) must not restrict access to that Shared Facility by any party who is entitled to access under the Strata Management Statement.

(b) In respect of any Shared Facility which is located on or in a Lot, the Owners and Occupier of that Lot:

(i) must comply with the terms of the Strata Management Statement so far as it relates to that Shared Facility.

(ii) must not restrict access to that Shared Facility by any party who is entitled to access under the Strata Management Statement.

## **19 Building Works**

### **19.1 Approval of Owners Corporation Required**

(a) Owners may only carry out Building Works if they follow the procedures in this by-law 19. "Building Works" include

Minor Building Works and Major Building Works.

(b) Owners who intend to carry out Minor Building Works must comply with by-law 20.

(c) Owners who intend to carry out Major Building Works must comply with by-law 21.

### **19.2 Occupiers**



## **Strata Plan 82998**

### **222 BOTANY ROAD ALEXANDRIA**

---

Occupiers must not carry out Minor Building Works or Major Building Works of any kind.

#### **20 Minor Building Works**

##### **20.1 Pre-conditions to Commencing to Carry Out Minor Building Works**

Owners must not carry out or commence to carry out Minor Building Works unless:

(a) The Owners Corporation has been given the following written information in connection with the works at least 14 days

prior to commencing the works:

(i) details of the nature of the works;

(ii) details of the builder/contractor carrying out the works (and a point of contact (including name and telephone number)); and

(iii) details of the proposed commencing date and completion date of the works;

(b) all relevant consents from the relevant Authorities have been procured (including a Development Consent (if applicable)) and copies given to the Owners Corporation; and

(c) all relevant insurances (if applicable) are in place and copies of the policy and a certificate of currency to the Owners

Corporation.

##### **20.2 Conditions When Carrying Out Minor Building Works**

An Owner carrying out Minor Building Works must:

(a) comply with the reasonable requirements of the Owners Corporation relating to their conduct;

(b) comply with the requirements of all relevant Authorities and the consents from the relevant Authorities;

(c) ensure the works are carried out in a proper and workmanlike manner;

(d) use only qualified and where appropriate, licensed tradesmen;

(e) ensure the works are carried out without undue delay;

(f) ensure no materials, tools, rubbish or debris are left lying about the Common property;

(g) causes as little disturbance as is practicable to other Owners and Occupiers;

(h) ensure no damage is caused to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;

(i) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;

(j) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage; and

(k) ensure the works are only carried out within the times permitted by any Development Consent or if there is no Development Consent within any reasonable times prescribed by the Owners Corporation.

#### **21 Major Building Works**

Standard By-Law 21 was repealed by the Owners Corporation on 05/02/2020

#### **22 Animals**

Standard By-Law 22 was repealed by the Owners Corporation on 20/01/2022

#### **23 Garbage Disposal**

##### **23.1 Non Recyclable Garbage**



## By-Laws

### Strata Plan 82998

#### 222 BOTANY ROAD ALEXANDRIA

---

- (a) Garbage that is non recyclable must be:
  - (i) separated from Garbage that is recyclable;
  - (ii) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the local council, any relevant Authority or otherwise);
  - (iii) securely wrapped in small parcels (any tins or other containers must be completely drained before being wrapped); and
  - (iv) placed by Owners and Occupiers in the Garbage Room.

##### 23.2 Recyclable Garbage

Garbage that is recyclable material must be:

- (a) separated from Garbage that is non-recyclable;
- (b) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the local council, any relevant Authority or otherwise);
- (c) in the case of bottles, completely drained; and
- (d) placed in the relevant bins in the Garbage Room.

##### 23.3 Owners and Occupiers Must Clean Spills

Owners and Occupiers must:

- (a) promptly remove any Garbage that may have spilled anywhere on the Common Property or in the Garbage Room; and
- (b) promptly clean the area on which the Garbage has been spilled anywhere on the Common Property or in the Garbage Room.

##### 23.4 General

Owners and Occupiers must not place or leave Garbage anywhere on the Common Property.

## 24 Signs

### 24.1 Prohibited

Owners and Occupiers must not attach, erect or exhibit any Sign to or on any part of the Common Property or any part of their Lot which is visible from outside their Lot.

### 24.2 Qualification

The provisions of this by-law do not apply to any Sign attached, erected or exhibited:

- (a) on any part of the Building by the Original Owner, any party on behalf of the Original Owner or any party authorised by the Original Owner;
- (b) on any part of the building by the Caretaker or any party on behalf of the Caretaker in connection with any service or function provided by the caretaker to the Owners Corporation; and
- (c) on any part of the Building by the Facilities Manager or any party on behalf of the Facilities Manager in connection with any service provided by the Facilities Manager to the Building Management Committee.

## 25 Laws and Requirements

### 25.1 Obligations of Owners and Occupiers

Owners and Occupiers must:

- (a) Comply with the requirements of all relevant Laws and Authorities applicable to their Lot and the Building
- (b) comply with the conditions of any Development Consent relevant to their Lot or the Building or the use of their Lot or the Building;



## By-Laws

### **Strata Plan 82998** **222 BOTANY ROAD ALEXANDRIA**

---

(c) ensure their visitors and invitees comply with the requirements of all relevant Laws and Authorities applicable to their

Lot and the Building

(d) ensure their visitors and invitees comply with the conditions of any Development Consent relevant to their Lot and the

Building or the use of their Lot and the Building;

(e) Comply with any notice issued to them by the Owners Corporation seeking them or their visitors or invitees to desist

from breaching any Law, the requirements or any Authority or a condition in any relevant Development Consent; and

(f) comply with any notice issued to them by a relevant Authority seeking them for their visitors or invitees to desist from

breaching any Law, the requirement of any Authority or a condition in any relevant Development Consent.

#### **26 Services**

##### **26.1 Definitions**

In this by-law:

(a) reference to "Lot" is a reference to each Lot in the Strata Scheme

(b) reference to "Owner" is a reference to the Owner of a Lot the subject of this by-law

(c) "Conducting Medium" means any wire, cable, pipe, line, flute, duct, chute, drain, exhaust flue or duct, kitchen flue or

duct, riser, exhaust, kitchen exhaust, air, ducted air, conditioned air, telephone, telecommunications, television impulses or signal, radio impulses or signal, or any other prescribed service.

##### **26.2 Special Privilege**

Despite any other by-law to the contrary, and subject to the conditions in this by-law, each Owner has:

(a) the special privilege to connect into any Conducting Medium in the Common Property that contains a Service supplies

by the Owners Corporation; and

(b) the special privilege to access any Service supplied by the Owners Corporation.

##### **26.3 Maintenance and Repair**

The Owners Corporation is responsible for the costs associated with the operation, cleaning, maintenance, repair, renewal and replacement of the Common Property and the Conducting Media the subject of by-law 26.2.

##### **26.4 Conditions**

Each Owner:

(a) must comply with the reasonable requirements of the Owners Corporation when exercising the rights in by-law 26.2;

and

(b) must pay for any Service supplied to it by the Owners Corporation the subject of by-law 26.2 at such rates and on such

conditions the Service is supplied to the Owners of other Lots.

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

##### **1 Installation of Air Conditioners**

**Registration Date: 19/05/2010**

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

---

Report Date: 2nd May 2023





## **Strata Plan 82998**

### **222 BOTANY ROAD ALEXANDRIA**

---

as the "air-conditioner") to service the owners lot within the strata scheme subject to the following terms and conditions:

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

## **2 Installation of Subscription TV**

**Registration Date: 30/09/2010**

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

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

## **3 Installation of Storage Box**

**Registration Date: 30/09/2010**

(1) Each owner for the time being of each lot in the strata scheme is conferred with the right to install a Storage Box (hereinafter referred to as "storage box") to service the owners lot within the strata scheme subject to the following terms and conditions:

- (a) The owners of any lot proposing to undertake the installation of a storage box must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the storage box is to be installed;
- (b) the storage box must be installed wholly within the lot and shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;





## **Strata Plan 82998**

### **222 BOTANY ROAD ALEXANDRIA**

---

- (c) the storage box must be installed in a location and in such a way that it does not interfere with access, use or operation of common property or another lot property in the strata scheme or any person lawfully using the common property any other public areas bounding the strata scheme;
- (d) the storage box must be installed in a location and in such a way that it does not interfere or restrict the fire sprinklers or any other fire equipment in the strata scheme;
- (e) the owners of any lot undertaking the installation of a storage box must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
- (f) the installation of the storage box must be effected in a workmanlike manner by licensed and insured tradespersons;
- (g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the storage box must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
- (h) the storage box must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
- (i) any costs for repairs, replacement or insurance cover of the storage box including locking devices shall be borne by the lot owner in which the storage box services at no cost to the Owners Corporation;
- (j) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the storage box is to be replaced or renewed;
- (2) In the event that an owner or occupier of a lot to which the storage box is installed, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the storage box.

#### **4 Service of Documents by Owners Corporation**

**Registration Date: 15/02/2011**

##### **PART 1 - Preamble**

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

##### **PART 2 - Definitions & Interpretation**

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

- (a) Act means the Strata Schemes Management Act 1996 (NSW) or any amendment
- (b) Email means the commonly recognised system for sending and receiving messages electronically over a computer network, as between personal computers, including any attachments to the email
- (c) Facsimile means any electronic communication device that transmits information in a form from which written material is capable of being reproduced
- (d) Lot means any lot in the strata plan
- (e) Notices means any correspondence issued by the Owners Corporation, including but not limited to notices and minutes of general meetings or executive committee meetings, levy contribution notices and levy contribution arrears notices, notices issued pursuant to section 45 of the Act (Notice to Comply) and all general correspondence
- (f) Non-Statutory Notice means any notice that the Owners Corporation is not obliged to issue under the Act, such as levy contribution reminder letters and levy contribution arrears notices, By-law warning letters, or general correspondence
- (g) Owner means the owner of the Lot
- (h) Owners Corporation means the owners corporation created by the registration of strata plan 82998
- (i) SMS means Short Message Service, the common text messaging service available on mobile phones and other handheld devices

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

- (a) the singular includes plural and vice versa;



## **Strata Plan 82998**

### **222 BOTANY ROAD ALEXANDRIA**

---

(b) any gender includes the other genders;

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

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

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

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

(a) The address for services of notices specified in the section 118 provided by the lot owner to the Owners Corporation, or;

(b) Where a lot owner has provided the secretary, strata managing agent or Owners Corporation with an Email address, via the Email address supplied, or;

(c) Where a lot owner has provided the secretary, strata managing agent or Owners Corporation with a Facsimile number, via the Facsimile number provided, or;

(d) In addition to subclauses 3.1(a) to (c), for levy contribution payment notice, levy contribution arrears notices and general reminder notices, where an owner has provided the secretary, strata managing agent or Owners Corporation with a mobile telephone number, the Owners Corporation may issue reminder and payment details via an SMS message via the mobile number supplied.

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

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

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

#### **PART 4 - Responsibilities and Obligations of Owners**

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

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

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

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

## **5 Modifications and Additions**

### **Registration Date: 15/02/2011**

Each owner for the time being of each lot in the strata scheme is conferred with the right to install weather protection devices (hereinafter defined as including blinds, awnings, pergolas, shutters, screens, canopies and shades to provide shade and protection from sun and weather to the windows, doors and open spaces of a lot and all associated equipment wherever located) (hereinafter referred to as the 'devices') to service the owners lot within the strata scheme subject to the following terms and conditions:

(a) The owners of any lot proposing to undertake the installation of any devices must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata



## **Strata Plan 82998**

### **222 BOTANY ROAD ALEXANDRIA**

---

managing agent of the strata scheme not less than fourteen (14) days before the devices are to be installed;

(b) the devices shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which they service;

(c) the style, design and finish of any proposed devices shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design of the first of any one type of device to be notified to the secretary or the strata managing agent will, if it complies with subclause (1) (a) to (j) hereof, set the precedent for any other similar installations of devices that may be proposed elsewhere in the strata scheme;

(d) the owners of any lot undertaking the installation of any devices must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;

(e) the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;

(f) the devices must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;

(g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, any devices must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;

(h) the devices must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;

(i) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before any devices are to be replaced or renewed;

(j) all paint, stain and trim finishes applied to the devices shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation.

(2) In the event that an owner or occupier of a lot to which any devices are installed, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.

(3) In the event that an owner of a lot proposes the installation of any devices that, in their absolute discretion, the secretary or the strata managing agent believes is not consistent with the architectural theme established throughout the remainder of the strata scheme buildings. The proposal must be decided by vote at a general meeting.

## **6 Painting Of Balconies**

**Registration Date: 15/02/2011**

Notwithstanding By-Laws 6.1(v) & 6.6 , the Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 1996 (NSW) and the other By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to undertake and effect the following:

- (a) To paint the ceilings and walls of all lots within R-Block;
- (b) The maintenance, repair, renewal and replacement of the equipment referred to in subclause (a);
- (c) To apply to the local council for permission to undertake the painting works as referred to in subclause (a).

## **7 Parking Lock/Barrier**

**Registration Date: 20/10/2011**

- (1) (a) Each owner for the time being of each lot in the strata scheme is conferred with the right to install yellow coloured, parking lock/barrier (hereinafter referred to as "parking lock/barrier") to service the owners lot within the strata scheme subject to the following terms and conditions:
- (b) The owners of any lot proposing to undertake the installation of a parking barrier must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the parking barrier is to be installed;



## **Strata Plan 82998**

### **222 BOTANY ROAD ALEXANDRIA**

---

- (c) the parking barrier must be installed wholly within the lot and shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;
- (d) the parking barrier must be installed in a location and in such a way that it does not interfere with access, use or operation of common property or another lot property in the strata scheme or any person lawfully using the common property any other public areas bounding the strata scheme;
- (e) the owners of any lot undertaking the installation of a parking barrier must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
- (f) the installation of the parking barrier must be effected in a workmanlike manner by licensed and insured tradespersons;
- (g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the parking barrier must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
- (h) the parking barrier must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
- (i) any costs for repairs or replacement of the parking barrier shall be borne by the lot owner in which the parking barrier services at no cost to the Owners Corporation;
- (j) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the parking barrier is to be replaced or renewed;
- (2) In the event that an owner or occupier of a lot to which the parking barrier is installed, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the parking barrier.

## **8 Preservation of Fire Safety**

**Registration Date: 15/05/2012**

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

## **9 Delivery of Executive Committee Notices and Minutes**

**Registration Date: 15/05/2012**

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

- (1)(a) Affixing a copy of the notice or minutes on the common noticeboard in accordance with the provisions of the Act, or;
- (b) By emailing a copy of the notices or minutes to all owners that have provided the Owners Corporation with an email address for the delivery of notices by the Owners Corporation.
- (2) The Owners Corporation must cause a notice-board to be affixed to some part of the common property.

## **10 Absolution of Appliance Maintenance**

**Registration Date: 02/04/2013**

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

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

- (i) Bathroom & Kitchen Exhaust Fans



## By-Laws

### **Strata Plan 82998** **222 BOTANY ROAD ALEXANDRIA**

---

- (ii) Light Fittings and Down lights
- (iii) Air-Conditioning Apparatus
- (iv) Alarm Systems

#### **11 Receipt of Electronic Pages**

**Registration Date: 26/02/2014**

##### **PART 1.1 - PREAMBLE**

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

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

##### **PART 1.2 - GRANT OF RIGHT**

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

##### **PART 1.3 - THIS BY-LAW TO PREVAIL**

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

##### **PART 2 - DEFINITIONS & INTERPRETATION**

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

- (a) Act means the Strata Schemes Management Act 1996.
- (b) Agreement means a lease, licence, by-law or other agreement which confers a right of exclusive use of common property of the Strata Scheme to the Owner.
- (c) Electronic Communication means a document or instrument, including, but is not limited to, a form of proxy for the purpose of clause 11 of Schedule 2 to the Act, the content of which is in an electronic media format only.
- (d) Lot means any lot in strata plan no. 82998
- (e) Owner means the owner from time to time of the Lot.
- (f) Owners Corporation means the owners corporation constituted on the registration of strata plan no. 82998
- (g) Owners Mark means a unique user name and password provided to the owner by the Owners Corporation for the purposes of signing and authenticating a Proxy Form.
- (h) Strata Scheme means the strata scheme relating to Strata Plan no. 82998

##### **2.2 Interpretation**

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

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

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

##### **PART 3 - CONDITIONS**

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

- (a) provides the Owners Corporation with an email address;
- (b) warrants that the Owner has taken all necessary action to prevent unauthorised access to the email address;

---

Report Date: 2nd May 2023





## By-Laws

### Strata Plan 82998

### 222 BOTANY ROAD ALEXANDRIA

---

and

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

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

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

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

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

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

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

## 12 Installation of Child Window Safety Devices

**Registration Date: 14/04/2015**

### PART 1 - Preamble

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

### PART 2 - Definitions

(i) The following terms are defined to mean:

'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a statutory or lawful authority or any contractor or agent engaged by the Owners Corporation or lot owner.

'Lot' means any lot in the strata plan.

'Occupier' means the occupier of a Lot

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

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

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

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

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

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

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

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

### PART 3 - Rights and Obligations of Lot Owners

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

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

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

---

Report Date: 2nd May 2023



## By-Laws

### **Strata Plan 82998** **222 BOTANY ROAD ALEXANDRIA**

---

- (c) Where an owner elects to engage the Owners Corporations agent to fit a locking or safety device other than the device/s chosen by the Owners Corporation or the executive committee;
- (d) Where an owner, occupier or owners agent removes or damages a safety device that has already been installed by the Owners Corporation or loses the key to said locks in accordance with section 64A;
- (e) Where the owner of a lot undertakes the installation of a compliant safety device, the Owners Corporation shall not be obligated to reimburse the owner of the lot for the costs of the said device;
- (f) Any additional administrative charges incurred by the Owners Corporation associated with items (i)(a) to (e) above;
- (ii) Any costs imposed upon a lot owner pursuant to PART 3 (i)(a) to (f) of this Bylaw shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.
- (iii) In the event that a lot owner believes a charged imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.
- (iv) In the event the Owners Corporation rejects a request made by a lot owner pursuant to PART 3 (iii) of this By-law, all charges imposed by this By-law shall stand.

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

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

- (i) The Owners Corporation shall have the power to recover all costs outlined in PART 3 above from a lot owner as a debt by way of a levy charged to the lot;
  - (ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
  - (iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;
  - (iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;
- All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

### **13 Cleaning Windows and Doors**

**Registration Date: 13/06/2017**

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

### **14 Hanging Out Washing**

**Registration Date: 13/06/2017**

- 1) An owner or an occupier of a lot may hang washing on lines provided by the owners corporation for that purpose. The washing may be hung for a maximum period of 24 hours.
- 2) An owner or an occupier of a lot may hang washing on any part of the lot, other than over the balcony railings. The washing may only be hung for a reasonable period.
- 3) In this By-Law washing includes any clothing, bedding, towel or other article of a similar type.

### **15 Levying of Debt Collection Expenses**

---

Report Date: 2nd May 2023



## **Strata Plan 82998**

### **222 BOTANY ROAD ALEXANDRIA**

---

**Registration Date: 13/06/2017**

#### **PART 1 - Preamble**

(i) The intention of this By-law is to provide a mechanism for the Owners Corporation to add any expenses incurred associated with the pursuit of Levy Arrears and/or Debt Recovery Action for outstanding levies onto an owner by

adding the charges directly to the lot owners' notice of contributions or 'Levy Notice'.

(ii) The expenses shall include but will not be limited to expenses charged by the Strata Managing Agent, Debt Collection agents or Solicitors engaged by the Owners Corporation or the reasonable expenses of the strata committee that

are incurred during the debt recovery process.

(iii) These expenses will include any expenses or levies issued by the Owners Corporation prior to the commencement of this By-law.

#### **PART 2 - Definitions & Interpretation**

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

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

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

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

'Lot' means any lot in the strata plan.

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

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

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

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

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

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

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

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

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

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

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

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

(i) The Owners Corporation shall have the authority to add all costs associated with the recovery of levy arrears and/or Debt Recovery Action from a lot owner as a debt by way of a levy charged to the lot;

(ii) Any Debt Recovery expenses may be added to an owners' Levy Payment Notice that is issued by the Owners Corporation from time to time;

(iii) The Owners Corporation (O.C.) must serve upon the owner a written notice of the contribution payable;

(iv) The O.C. may charge interest upon any contribution payable under this By-Law pursuant to s85 of the Act;

(v) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;

(vi) All monies recovered by the O.C. shall form part of the fund to which the relevant contribution belongs.

#### **PART 4 - Owners Right of Appeal**

(i) In the event that a lot owner believes the expenses levied upon them pursuant to this By-law are unreasonable,

the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.





## By-Laws

### **Strata Plan 82998** **222 BOTANY ROAD ALEXANDRIA**

---

(ii) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause (i) above, all charges imposed by the Owners Corporation shall stand.

#### **16 Pre-Meeting & Electronic Voting**

**Registration Date: 06/07/2018**

##### **A) Intention**

The intention of this By-law is to provide authorisation to both the Owners Corporation and Strata Committee to utilise pre-meeting electronic voting and electronic voting as a means of collecting and counting votes for a matter to be determined by either the Owners Corporation or Strata Committee.

##### **B) Pre-Meeting Electronic Voting**

- (i) The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.
- (ii) The Strata Committee, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.

##### **C) Electronic Voting**

The Owners Corporation and Strata Committee shall be authorised to utilise electronic means of voting including but not limited to, teleconferencing, video-conferencing, email (including scanned ballot papers), websites, mobile applications and other electronic means for the purpose of collecting and counting votes on any matter for determination by the Owners Corporation or Strata Committee prior and during the conduct of a meeting.

##### **D) Compliance and Capability**

Where the Owners Corporation or Strata Committee elects to use pre-meeting voting and/or electronic voting to assist with the conduct of a meeting, the secretary or Strata Managing Agent must ensure that;

- (i) All rules surrounding the conduct of a meeting wholly or partially by pre-meeting and electronic voting are followed as specified by the Strata Schemes Management Act 2015, Strata Schemes Management Regulation 2016 as well as the terms of this By-law, and
- (ii) The venue and electronic means used have the appropriate capabilities that will enable the meeting to be conducted using those mediums.

#### **17 Minor Renovations By-Law**

**Registration Date: 06/07/2018**

##### **1. Intention**

The intention of this By-law is;

- i. To delegate the function of approving Minor Works to the Strata Committee of the Owners Corporation in accordance to section 110(6)(b) of the Strata Schemes Management Act,
- ii. Define what Minor Works may be approved by the committee,
- iii. Provide owners with an application process to have their Minor Works approved,
- iv. Provide Terms and Conditions that will apply to all Minor Works that are approved by the strata committee.

##### **2. Definitions**

- i. The terms and references used in this By-law have the same meaning as the terms and references found in the Strata Schemes Management Act 2015 (the Act) and Strata Schemes Management Regulation 2016 (the Regulations).
- ii. Minor Renovations means any work to the common property in the building in connection with a lot for the following purposes;

---

Report Date: 2nd May 2023



## **Strata Plan 82998**

### **222 BOTANY ROAD ALEXANDRIA**

---

- a. Renovating a kitchen, bathroom or laundry within a lot (not including waterproofing works)
- b. Renovating any other room within a lot (not including structural works)
- c. Changing or installing recessed light fittings,
- d. Installing or replacing wood or other hard floors,
- e. Installing or replacing wiring or cabling or power or access points,
- f. Work involving reconfiguring walls,
- g. Installing or replacing pipes and duct work,
- h. Installing a rainwater tank,
- i. Installing a clothesline,
- j. Installing a reverse cycle split system or ducted air-conditioning system,
- k. Installing double or triple glazed windows,
- l. Installing a heat pump or hot water service,
- m. Installing ceiling, wall or floor insulation,
- n. Installing an antenna, an aerial or satellite dish (less than 1.5M in diameter),
- o. Installing a skylight, rotary roof ventilator device or exhaust fan in the roof space directly above the owners lot,
- p. Installing solar panels and/or an electric battery for the purposes of providing electricity supply to the owners lot
- q. Any other installation or renovation deemed a 'Minor Renovation' by the strata committee that accords with section 110 of the Act.

#### **3. Authority to approve Minor Renovations**

- i. The Owners Corporation delegates to the Strata Committee under section 110(6)(b) of the Act, the authority to approve Minor Renovations as defined in this By-law to all lots within the strata scheme.
- ii. Upon receiving an application for Minor Works, the secretary or Strata Managing agent must convene a meeting of the Strata Committee within the timeframes and within provisions of the Act and Regulations.
- iii. The meeting may be convened and conducted by electronic means, if the Owners Corporation or Strata Committee has approved pre-meeting voting and electronic voting.
- iv. In the event there is no committee elected or the committee are unable to meet within the timeframes defined by the Act, the application must be determined by the Owners Corporation at a general meeting.
- v. The committee may, at its own discretion, decide that an application for Minor Renovations be determined by the Owners Corporation at a general meeting.
- vi. The Strata Committee may not unreasonably withhold approval for a Minor Renovation, however where the committee does withhold approval, the owner may refer their application for Minor Renovations to Owners Corporation for determination at a general meeting.
- vii. Where a general meeting is required pursuant to clause 3(vi) of this By-law, all costs associated with the production of that meeting will be borne by the owner of the lot to which the application applies, unless the application is to be determined at the next Annual General Meeting of the Owners Corporation or the strata committee agrees that the Owners Corporation will assume the expense.
- viii. Pursuant to section 110 of the Act, the Strata Committee cannot approve Minor Renovations of a structural nature or renovations that require waterproofing works.

#### **4. Application Process**

An application for a Minor Renovation must be made in writing and sent to the secretary or Strata Managing Agent and be accompanied with all necessary documentation that will readily allow the strata committee to determine the application, including but not limited to;

- i. The name of the applicant, contact details and lot number to which the Minor Renovations will apply,
- ii. A description of the Minor Renovations proposed,
- iii. All plans, specifications, drawings, expert reports or other information that will assist the committee in processing the application, including;
  - a. For works that involve the installation of timber or hard floors within a lot, details of the acoustics to be used to ensure adequate sound proofing;
  - b. For works that involve installing recessed lighting, a copy of the fire proofing proposed to be used,



## **Strata Plan 82998**

### **222 BOTANY ROAD ALEXANDRIA**

---

- iv. Details of how any rubbish and debris will be disposed of during the construction process,
- v. The estimated duration of the work,
- vi. Other information that the committee may require in order to process the application.

#### **5. Terms and Conditions that will apply to all approvals**

The following terms and conditions will apply to all Minor Renovations approved by the Strata Committee pursuant to this By-law.

- i. The owners must inform the secretary or Strata Managing Agent not less than fourteen (14) days before the Minor Renovations are to commence;
  - ii. Anything installed as a result of the Minor Renovation shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of the lot which they service, including successors in title;
  - iii. the owners of any lot undertaking the Minor Renovations must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
  - iv. the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
  - v. any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Minor Renovations must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
  - vi. the Minor Renovations must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
  - vii. the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the Minor Renovations are to be replaced or renewed;
- (2) In the event that an owner or occupier of a lot to which the Minor Renovations have been completed, after notice, fails to comply with any matters set out in conditions (i) to (vii) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.
- (3) The Strata Committee or Owners Corporation may impose additional terms and conditions to the granting of approval for Minor Renovations, including but not limited to;
- i. The supply of a Dilapidation Report prior to the commencement of the works,
  - ii. The supply of additional expert reports relevant to the proposed works,
  - iii. Payment of a Bond before commencement of the works,
  - iv. Conditions surrounding noise and proposed times of work,
  - v. Provisions for cleaning and removal of debris,
  - vi. Conditions surrounding access to common property for trades, equipment and vehicles.
  - vii. Any other matter relevant to the application.

## **18 Absolution of Maintenance Lot Fittings & Fixtures**

**Registration Date: 06/07/2018**

### **PART 1 - Introduction and Intent**

- (a) This By-law has been drafted from the NSW Land and Property Information memorandum AG600000 dated November 2011 which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.
- (b) The intent of the By-law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme. The intent being that any fixture or fitting contained within the lot, whether specified in this By-law or not, or any appliance that only services one lot, whether specified in this By-law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the Owners Corporation absolving its maintenance responsibilities for same pursuant to section 106 of the Act.
- (c) Any item specified in this By-law that is afforded cover for damage due to an insurable event by the Owners Corporations insurance policy shall still be protected by that insurance.
- (d) At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building.



## **Strata Plan 82998**

### **222 BOTANY ROAD ALEXANDRIA**

---

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

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

#### **PART 2 - Definitions**

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

- (a) Act means the Strata Schemes Management Act 2015 (NSW) or any amendment
- (b) Lot means any lot in the strata plan
- (c) Owner means the owner of the Lot
- (d) Owners Corporation means the owners corporation created by the registration of strata plan 82998
- (e) Internal Area means any area within the envelope of a lot as defined by the Strata Plan
- (f) Internal Pipe Work and Wiring means any pipe work or wiring that only services one lot, whether located on a common property or internal wall.

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

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

#### **PART 3 - Terms and Conditions**

In accordance with section 106 of the Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owners lot within the Strata Scheme;

##### **3.1 Internal Areas**

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

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

##### **3.2 Bathroom, Ensuites and Laundry Areas**

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

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

##### **3.3 Kitchen Areas**

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

- (a) All taps and internal pipe work
- (b) All internal waste and drainage pipes, including connection to the common stack
- (c) Bench tops
- (d) Sinks and insinkers
- (e) Ovens, Stoves and Cook Tops



## By-Laws

### Strata Plan 82998

#### 222 BOTANY ROAD ALEXANDRIA

---

(f) All lights, light fittings, exhaust fans and rangehood's that only service the lot, wherever located, including ducting and external ventilation points

##### 3.4 Floor Coverings

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

##### 3.5 Balcony/Courtyard Areas

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

##### 3.6 Electrical Fittings & Appliances

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

##### 3.7 Front Door, Balcony Doors, Windows and Garage Area

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

### 19 Payment of Insurance Excesses

#### Registration Date: 27/04/2019

##### A) Intention

The intention of this By-law is to determine whether a lot owner shall be responsible for the payment of any applicable insurance excess following the settlement of an insurance claim that affects only their lot property at the strata scheme. If passed by the Owners Corporation, the intention of the By-law is for the lot owner to assume liability for the expense.

##### B) Definitions

(i) The following terms are defined to mean:

'Common Property' means those elements of the building noted as common property on the registered strata plan for the scheme, with the exception of the items listed under 'Lot Property' below;

'Excess' means the amount deducted by the Owners Corporations insurance company following the settlement a claim applicable to this By-law;

---

Report Date: 2nd May 2023



## **Strata Plan 82998**

### **222 BOTANY ROAD ALEXANDRIA**

---

'Lot' means any lot in the strata plan;

'Lot Property' means those parts and elements of the building contained within the owners lot, in accordance with the strata plan registered for the strata scheme that are covered by the Owners Corporations insurance policy, as well as timber floor boards contained within the lot, wall and floor tiles wherever located, cornices & skirtings and appliances that only service the lot, including but not limited to, stoves, cook tops, ovens, exhaust fans (wherever located), hot water heaters and air-conditioning apparatus;

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

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

'the Act' means the Strata Schemes Management Act 2015

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

#### **C) Payment of Excesses**

(i) A lot owner shall be liable to pay any insurance excess that may be applicable to the settlement of an insurance claim that affects only their lot property at the strata scheme;

(ii) In the event an insurance claim affects both lot property and common property under the same insurable event, the Owners Corporation shall be responsible to pay the excess;

(iii) In the event the claim affects common property only, the Owners Corporation shall be responsible to pay the excess;

#### **D) Owners Right of Appeal**

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

(ii) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause D)(i) above, all charges imposed by this By-law shall stand.

#### **E) Rights, Powers and Obligations of the Owners Corporation**

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

(i) The Owners Corporation shall have the power to recover any insurance excess outlined in clause C)(i) above from a lot owner as a debt by way of a levy charged to the lot;

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

(iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;

(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;

## **20 Recification of Settlement Cracks**

**Registration Date: 27/04/2019**

1. Pursuant to Section 106, the Owners Corporation will not be responsible to repair any damage or defect to the common property walls or ceilings within any lot space provided that;

a. Any damage or defect is limited to settlement or shrinkage cracks that do not effect the structural integrity of the building/s;

b. the damage has not been caused by impact or other insurable events;

c. the damage has no material effect upon the utility of a lot.

2. If a dispute arises with the owner of a lot in the strata scheme in respect of subclause 1(a), a structural engineer must make the decision as to whether the subject damage or defect is the result of settlement or shrinkage or is a structural or other defect.

3. If a structural engineer is appointed pursuant to clause 2, the professional costs shall be borne by the Owners Corporation if the damage or defect is determined to be a structural defect, or by the owner of the subject lot if the damage or defect is determined to be caused by settlement or shrinkage.

## **21 Car Charger Works (EV Charging)**





## **Strata Plan 82998**

### **222 BOTANY ROAD ALEXANDRIA**

---

**Registration Date: 26/03/2020**

#### Part 1 - Preamble

1.1 The purpose of this by-law is to administer a programme for the following:

- (a) the granting of conditional approval from the Owners Corporation to the carrying out of Car Charger Works; and
- (b) to regulate the maintenance, repair and replacement of those Car Charger Works.

#### Part 2 - Definitions & Interpretation

##### 2.1 Definitions

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

- (a) Act means the Strata Schemes Management Act 2015.
- (b) Architectural Code means the architectural code for the Building, in the strata management statement applicable to the strata scheme;
- (c) Australian Standards means the standards, codes and regulations which govern building and construction work from time to time as relevant and applicable to the particular works being carried out by the Owner.
- (d) Authority means any government, semi-government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over the Lot or the Building including but limited to the local council, a court or a tribunal.
- (e) Building means the building situated on the parcel;
- (f) Car Charger Works means any works involving the installation of a device for the purpose (either dominant or ancillary) of charging a car battery solely benefiting and for the sole use of a particular Lot.
- (g) Insurance means:
  - (i) contractors all risk insurance (including public liability insurance) in the sum of \$20,000,000.00;
  - (ii) Insurance required under the Home Building Act 1989 (if any); and
  - (iii) workers' compensation insurance.
- (h) Lot means any lot within the strata plan number.
- (i) Owner means the owner(s) of a Lot.
- (j) Owners Corporation means the owners corporation constituted upon the registration of the Strata Plan.

##### 2.2 Interpretation

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

- (a) the singular includes the 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;
- (d) unless the context otherwise requires, a reference to the Owners Corporation includes the building manager, strata managing agent, any member of the strata committee or any person authorised by the Owners Corporation from time to time;
- (e) references to legislation include references to amending and replacing legislation;
- (f) unless the context otherwise requires, a reference to the Owner includes any of the Owner's executors, administrators, successors, permitted assigns or transferees;
- (g) to the extent of any inconsistency between the by-laws applicable to the Strata Plan and this by-law, the provisions of this by-law shall prevail; and
- (h) if any provision or part of a provision in this by-law whether held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

#### Part 3 - Conditions

##### Before Commencement

3.1 Before commencement of and Car Charger Works, an Owner must:

- (a) provide a written application to the strata committee to carry out the Car Charger Works, that includes the following information:
  - (i) plans and specifications (including a scope of works) for the proposed Car Charger Works, in particular, details in relation to:



## **Strata Plan 82998**

### **222 BOTANY ROAD ALEXANDRIA**

---

- (I) detailed location of all Car Charger Works including a location map of the works superimposed against the strata plan and the electrical connection;
- (II) any change to the external appearance of the Lot or common property;
- (III) any work involving waterproofing;
- (IV) Details on how the Car Charger will be metered.
- (ii) the manufacturer or supplier's brochure setting out the specifications of the Car Charger Works;
- (iii) a copy of the licence details and certification of the contractor(s) engaged (or who will be engaged) by the Owner to carry out the Car Charger Works;
- (iv) copies of certificate of currency of all Insurance for the Car Charger Works;
- (v) a copy of any order, consent, permit or approval that may be required by an Authority, including but not limited to any conditions of complying development certificate or development consent issued under the Environmental Planning and Assessment Act 1979;
- (vi) details for the supply of power for the Car Charger Works (including the steps to connect and disconnect the Car Charger Works for that supply), being a connection to a power supply exclusively servicing the Owner's Lot;
- (vii) if the proposed Car Charger Works affects another Lot, consent of that lot to the works;
- (viii) confirm in writing that information as provided under this clause 3.1 is accurate, clear and complete in all respects.

3.2 Upon receipt of the written application contemplated by clause 3.1, the strata committee shall review the written application within 30 days of receipt and, at its reasonable discretion:

- (a) object the application by one of more reason as detailed under clause 3.5; and
- (b) request the Owner provide additional details of the Car Charger Works, including but not limited to further specifications, engineer's reports or certifications.

3.3 The Owner may carry out the Car Charger Works:

- (a) so long as they are compliant works, in all respects, as detailed under clause 3.5 below including any guidelines as contemplated therein; and
- (b) the strata committee has not notified the Owner in writing within 30 days of receipt of the written application with respect to a matter under clause 3.2 above.

For the avoidance of doubt, to the extent where the Car Charger Works are cosmetic works under section 109 of the Strata Schemes Management Act 2015 NSW, the Owner may carry out those cosmetic works without the need for prior approval of the owners corporation but it must nonetheless observe all provisions of this by-law so far as practical.

#### **Access**

3.4 At least two (2) days prior to the commencement of the Car Charger Works or an aspect of the Works the Owner shall make arrangements with the building manager regarding:

- (a) the suitable times and method for the Owner's contractors to access the Building to undertake the Car Charger Works; and
- (b) the suitable times and method for contractors to park their vehicles on common property whilst the Car Charger Works are being conducted.

#### **Compliant Works**

3.5 To be compliant under this by-law, Car Charger Works:

- (a) must be in accordance with clauses 3.1 - 3.4 in all respects;
- (b) must be in keeping with the appearance and amenity of the Building in the reasonable opinion of the Owners Corporation having regard to the existing use of the subject areas of the Car Charger Works and the works must not change the external appearance and character of a lot in the relevant areas;
- (c) must comply with the Architectural Code;
- (d) must be manufactured, designed and installed to specifications for domestic use;
- (e) must be in keeping with the information:
- (i) provided to the strata committee in accordance with clauses 3.1(a) and 3.2(b); and
- (ii) provided to any Authority in connection with the approval of the Car Charger Works by that Authority;
- (f) must not be in a location that will or likely to be adversely affecting the lawful use of common property by





## **Strata Plan 82998**

### **222 BOTANY ROAD ALEXANDRIA**

---

another lot or Owners Corporation, or otherwise the lawful use of another lot;

(g) must not adversely affect the structural integrity of the Building or part thereof and not involve any structural change;

(h) must not involve or necessitating any waterproofing works;

(i) must be constructed and maintained in accordance with Australian Standards or any such standard applying to the works;

(j) must be in keeping with fire safety standards;

(k) comply and continue to comply with this by-law;

(l) with respect to the required electricity supply to operate the Car Charger Works, it must be directly wired, connected, metered, drawn and charged against benefitting Lot and not against the common property electricity supply in any way, or alternatively the Owners Corporation are to be reimbursed by the lot owner for the electricity consumption used, using a billing agent to be approved by the owners corporation; and

(m) must comply with those guidelines as set out in Annexure A (where applicable and if attached) or as maybe determined by the Owners Corporation from time to time.

Where the Car Charger Works comply with the provisions under this clause 3.5, they are deemed as Minor Renovations under section 110 of the Strata Schemes Management Act 2015 NSW and are hereby approved by the Owners Corporation.

#### **During Construction**

3.6 Whilst the Car Charger Works are in progress the Owner of the Lot at the relevant time must:

(a) transport each item including but not limited to construction materials, equipment and debris in compliance with the reasonable directions of the Owners Corporation;

(b) protect all areas of the Building, both internal and external to the Lot, from damage:

(i) by the Car Charger Works;

(ii) by the transportation of construction material, equipment, debris and other material associated with the Car Charger Works; and

(iii) by the removal of any part of the Car Charger Works.

(c) keep all areas of the Building outside the Lot clean and tidy;

(d) only perform the Car Charger Works between 9.00 am and 5.00 pm on Monday to Friday inclusive and not carry out the Car Charger Works on weekends and public holidays;

(d) immediately arrange for the removal of all construction materials and debris from the Building, with no material or debris deposited in the common property garbage disposal areas;

(f) take all reasonable steps to minimise discomfort, disturbance, obstruction or interference with the use and enjoyment by other occupiers of the Building;

(g) ensure that the common property is kept clean of any waste created by the Car Charger Works daily and in accordance with the Owners Corporation's directions;

(h) comply and ensure that the Owner's contractor complies with all requirements, directions and orders of the strata committee and any Authority; and

(i) not vary the Car Charger Works without first obtaining the consent in writing of the Owners Corporation.

3.7 The Car Charger Works shall be carried out:

(a) in a proper and workmanlike manner;

(b) in accordance with the provisions of all applicable building codes and standards;

(c) in accordance with the drawings and specifications approved by an Authority where applicable and the Owners Corporation;

(d) using materials that are new and fit for the purposes to which those materials are put;

(e) by appropriately licensed contractors;

(f) with due diligence and within the time stipulated in this by-law, or if no time is stipulated, within a reasonable time; and

(g) in a manner so as to result in the Car Charger Works (or area surrounding the Car Charger Works) being reasonably fit for occupation.

#### **After construction**



## **Strata Plan 82998**

### **222 BOTANY ROAD ALEXANDRIA**

---

3.8 After the Car Charger Works have been completed the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the Car Charger Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Car Charger 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 Car Charger Works;
- (d) 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.

#### Statutory and other requirements

3.9 The Owner must:

- (i) 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 Car Charger Works;
- (ii) ensure that the respective servants, agents and contractors of the Owner comply with the said directions, orders and requirements;
- (iii) ensure that the warranties provided under any contract are, so far as relevant, complied with.

#### Enduring rights and obligations

3.10 An Owner must:

- (a) properly maintain, replace and keep in good and serviceable repair any Car Charger Works installed benefiting their lot;
- (b) properly maintain and upkeep those parts of the common property in contact with the Car Charger Works;
- (c) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if:
  - (i) the Car Charger Works are removed or relocated; or
  - (ii) the Owner who has installed the Car Charger Works transfers or disposes of their interest in the Lot (unless an incoming Lot Owner requests the Car Charger to remain).
- (d) pay for all of the following costs:
  - (i) the costs of installing and maintaining the Car Charger Works;
  - (ii) the costs of all power in connection with the car charger the subject of the Car Charger Works including but not limited to electricity;
  - (iii) fees for convening any meeting or obtaining advice to consider the proposal including any other reasonable professional fees required to consider the proposal including strata management fees or engineering fees.
- (e) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the installation, use, repair, replacement or removal of any Car Charger Works including any liability in respect of the property of the Owner.

#### Default

3.11 Should the Owner fail to comply with any obligation under this by-law:

- (a) the Owners Corporation may request, in writing, that the Owner complies with the terms of the by-law and the Owner must take all reasonable steps to comply with the Owners Corporation's request;
- (b) without prejudice to any other rights, the Owners Corporation may enter upon the Lot to inspect and to carry out any reasonable work to rectify the Owner's breach of this by-law;
- (c) the Owner shall indemnify the Owners Corporation against any liability, costs, loss or expense incurred by the Owners Corporation should the Owners Corporation be required to carry out any work to rectify the Owner's breach of this by-law; and
- (d) the Owners Corporation may recover from the Owner, as a debt in a forum of competent jurisdiction, all of the Owners Corporation's reasonable costs incurred by the Owners Corporation arising out of or in relation to the Owner's breach of this by-law, including but not limited to interest, strata managing agent's fees, expert fees, legal costs and any other expense of the Owners Corporation reasonably incurred in recovering such debt.



## **Strata Plan 82998**

### **222 BOTANY ROAD ALEXANDRIA**

---

#### Applicability

3.12 In the event that the owner desires to remove the Car Charger Works installed under this by-law (or otherwise), the provisions of Part 3 of this by-law shall also apply in relation to that removal.

## **22 Recovery of Stationery Expenses**

**Registration Date: 26/03/2020**

#### Intention

- i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable stationery expenses incurred by the Owners Corporation for the distribution of serving notices on lot owners via post or other non-electronic means.
- ii. The Owners Corporation recognise that the Strata Schemes Management Act 2015 enables the Owners Corporation to issue notices to owners and tenants via email and that this medium of communication is far more cost effective and environmentally friendly than non-electronic means.

#### A) Definitions

- i. Terms used in this By-law which are defined in the Strata Schemes Management Act 2015 have the same meaning given to them in that Act
- ii. The following terms are defined to mean:  
'Stationery Expense' means the costs incurred by the Owners Corporation for serving documents on lot owners by post or other non-electronic means;  
'Administrative Fee' means an amount of \$20.00 per quarter (or other such amounts that may be determined by the Owners Corporation or Strata Committee from time to time acting reasonably) commensurate with administrative costs charged to the Owners Corporation  
'New Owners' mean any owner/s that purchases a lot in the scheme after the date this By-law is registered.  
'Notice' means any written correspondence that is issued by the Owners Corporation by post or other non-electronic means  
'the Act' means the Strata Schemes Management Act 2015

#### B) Rights and Obligation of Owners

- i. Where a lot owner has not provided the Owners Corporation with an email address for the service of notices as prescribed by the Act, the Owners Corporation may impose upon that lot owner an Administrative fee for reimbursement of serving documents via post or other non-electronic means.
- ii. A lot owner has 6 months from the date this By-law is passed to register an email address for the service of notices before the Owners Corporation is entitled to charge an administrative fee.
- iii. In the case of 'new owners', they shall have 3 months from the date the Owners Corporation is furnished with a Section 22 notice pursuant to the Act before the Owners Corporation is entitled charge an administrative fee
- iv. Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived.
- v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(iv) above, all charges imposed by this By-law shall stand.

#### C) Rights, Powers and Obligations of the Owners Corporation

- i. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
- ii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;
- iii. The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- iv. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
- v. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under



## **Strata Plan 82998**

### **222 BOTANY ROAD ALEXANDRIA**

---

this By-Law pursuant to section 86 of the Act;

#### **23 Recovery of Administrative Costs**

**Registration Date: 26/03/2020**

i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable administrative charges incurred by the Owners Corporation for additional management operations that have occurred due to the activities or behaviour of an owner/s or tenant/s of a lot within the scheme.

ii. Examples include, but are not limited to, additional expenses incurred for remedying By-law breaches, damaged caused to common property as a result of moving furniture, damaged caused to common property as a result of refusing to allow access to a lot, fines or call out fees imposed by the NSW Fire brigades due to false alarms, costs of removing abandoned goods.

##### **A) Definitions**

i. Terms used in this By-law which are defined in the Strata Schemes Management Act 2015 have the same meaning given to them in that Act

ii. The following terms are defined to mean:

'Administrative Cost' means the costs incurred by the Owners Corporation imposed by the Owners Corporations Agents, other authorities or increases in insurance premiums.

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

'the Act' means the Strata Schemes Management Act 2015

'Other Authorities' includes but is not limited to any government or statutory authority such as the NSW Fire Brigades, Local Council or Work Cover.

'Increases in Insurance Premiums' means increases in the Owners Corporations building insurance or public liability premiums

'Activities or Behaviour' includes but is not limited to, breaching the Owners Corporations By-laws, damaging common property, refusing access to the lot to allow an inspection of fire services and window locks, excessive or inordinate contact with the Owners Corporations agents which incurs a fee.

##### **B) Rights and Obligation of Owners**

i. A lot owner shall be liable to compensate the Owners Corporation for the Administrative Costs charged to the Owners Corporation by the Owners Corporations Agents, other authorities or increases in insurance premiums to the activities or behaviour of owner/s or tenants;

ii. A lot owner must take all reasonable steps to ensure that any occupier of their lot/s complies with all by-laws;

iii. This By-law applies equally to the behaviour and activities of owners and tenants (and visitors to each) and where a lot has been leased, the lot owner shall be responsible for the behaviour of their tenants;

iv. Where an administrative cost has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation that the administrative fee be reduced or waived.

v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(iv) above, all charges imposed by this By-law shall stand.

##### **C) Rights, Powers and Obligations of the Owners Corporation**

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

ii. The Owners Corporation must not impose a fee or seek compensation from a lot owner unless the proposed fee has been approved by the Strata Committee or Owners Corporation;

iii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;

iv. The Owners Corporation must serve upon the owner a written notice of the contribution payable;



## **Strata Plan 82998**

### **222 BOTANY ROAD ALEXANDRIA**

---

- v. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
- vi. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.

#### **24 Payment Plans**

**Registration Date: 09/03/2021**

##### **1. Introduction**

1.1 The purpose of this by-law is to set out how the owners corporation will administer payment plans.

1.2 This by-law applies if the owners corporation passes either a resolution to accept payment plans generally or specific payment plans.

##### **2. Payment Plans**

2.1 At every Annual General Meeting, the owners corporation must consider "how to deal with any overdue contributions payable to the owners corporation". Section 85(5) of the Act says "An owners corporation may, by resolution at a general meeting, agree to enter into payment plans, either generally or in particular cases, for the payment of overdue contributions."

2.2 Clause 18 of the Regulation says a payment plan must:

- (a) be in writing;
- (b) require repayment of the outstanding contributions within 12 months; and
- (c) contain the following:
  - (i) the name of the lot owner and the title details of the lot,
  - (ii) the address for service of the lot owner,
  - (iii) the amount of the overdue contributions,
  - (iv) the amount of any interest payable for the overdue contributions and the way in which it is calculated,
  - (v) the schedule of payments for the amounts owing and the period for which the plan applies,
  - (vi) the manner in which the payments are to be made,
  - (vii) contact details for a member of the strata committee or a strata managing agent who is to be responsible for any matters arising in relation to the payment plan,
  - (viii) a statement that a further plan may be agreed to by the owners corporation by resolution,
  - (ix) a statement that the existence of the payment plan does not limit any right of the owners corporation to take action to recover the amount of the unpaid contributions.

2.3 For each payment plan:

- (a) the owners corporation appoints its Strata Manager as its agent to administer the payment plan;
- (b) the owners corporation acknowledges that the Strata Manager will charge the Fee to administer the payment plan; and
- (c) the owner who has agreed to the payment plan agrees to pay the Fee to the owners corporation as part of the payment plan, and the Fee is recoverable by the owners corporation in the same manner as the outstanding contributions.

2.4 If the owners corporation resolves generally to enter into payment plans, then:

(a) the terms of any individual payment plan approved under that general resolution (including those further approved under clause 2.4(a)) must:

- (i) comply with the Act and the Regulation;
- (ii) contain the information set out in clause 2.2(c) above; and
- (b) the strata committee may approve individual payment plans, provided that the individual payment plan complies with the following:
  - (i) clauses 2.2 and 2.3;
  - (ii) interest is payable in the manner and at the rate set out in the Act;
  - (iii) contributions due after the date the payment plan commences are payable on their due date;
  - (iv) payments must be made to the appropriate account of the owners corporation held on its behalf by the Strata Manager; and
  - (v) the contact details to include in the payment plan are those of the Strata Manager.





## **Strata Plan 82998**

### **222 BOTANY ROAD ALEXANDRIA**

---

#### **3. Interpretation**

In this by-law:

- 3.1 Act means the Strata Schemes Management Act 2015;
- 3.2 Fee means the fee charged by the Strata Manager to administer each payment plan, which as at the date that this by-law is registered is \$100 per month per payment plan;
- 3.3 lot means each and every lot in the strata scheme;
- 3.4 owner means the owner of the lot for the time being;
- 3.5 payment plan means a payment plan for the payment of overdue contributions, which is either specifically approved by the owners corporation, or where the owners corporation resolves generally to accept payment plans;
- 3.6 Regulation means the Strata Schemes Management Regulation 2016;
- 3.7 Strata Manager means the strata managing agent for the strata scheme, which is Netstrata;
- 3.8 Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act;
- 3.9 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable; and
- 3.10 If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict.

#### **25 Fire Inspection Access & Administration**

**Registration Date: 09/03/2021**

##### **Intention**

The intention of this By-law is to outline the rights and responsibilities of the Owners Corporation and Lot owners in relation to the inspection of fire safety apparatus within a Lot and to provide the Owners Corporation with a fair and equitable mechanism to recover any additional costs associated with supplementary inspections of individual Lots (which may be incurred due to an occupant delaying access) or additional corrective action repairs required. The Owners Corporation recognise that Under the Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW) and Section 123(1) of the Strata Schemes Management Act 2015 they must engage an Accredited Fire Safety Practitioner (AFSP) to inspect the fire safety apparatus within the common property and individual Lots.

##### **a. Definitions**

The following terms are defined to mean:

- 'Accredited Fire Safety Practitioner (AFSP)' means a person accredited under an approved industry accreditation scheme to undertake the inspecting, testing and repairs to fire safety apparatus within a building.
- 'Administrative Fee' means a fee to which the Agent may charge for additional services rendered in administering access or additional repairs within a Lot.
- 'Agent' means the Strata Managing Agent for the Strata Scheme.
- 'Corrective Action Repairs (CAR)' mean those repairs required to be undertaken on common property or within a Lot in order to remedy a defect or fault to a fire safety apparatus.
- 'Fines or Re-Inspection Fees' includes any fine or charge imposed on the Owners Corporation by the local council or other statutory or lawful authority or administrative charges imposed by agent engaged by the Owners Corporation.
- 'Fire Safety Apparatus' means any Fire Safety Measure listed in Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW) applicable to the strata scheme.
- 'Reasonable Access' means between the hours of 7.00am and 8.00pm Monday to Friday, excluding public holidays.
- 'Smoke Alarm Certificate' means a certificate issued by a landlord or their agent to a tenant, pursuant to Section 64A of the Residential Tenancies Act 2010 (NSW), noting the smoke alarm(s) within a Lot are compliant.

##### **b. Rights & Responsibilities of the Owners Corporation**

- i. The Owners Corporations must ensure that an Annual Fire Safety Statement is obtained pursuant to the Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW) and Section 123(1) of the Strata Schemes

---

Report Date: 2nd May 2023



## **Strata Plan 82998**

### **222 BOTANY ROAD ALEXANDRIA**

---

Management Act 2015.

ii. An Accredited Fire Safety Practitioner (AFSP) must be used for the inspection of the fire safety apparatus within the Strata Scheme. Before carrying out any inspection or works within a Lot the Owners Corporation or their Agent must provide the occupant of the lot a minimum of 7 days' notice that access to the lot is required.

iii. The Owners Corporation shall have the power to recover all costs outlined in clause C) below from a lot owner (as well as any costs related to the indemnities identified in Clause D) as a debt by way of a levy charged to the lot and must serve upon the owner a written notice of the contribution payable. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act and may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.

c. Rights and Responsibilities of Lot Owners

i. The Owners Corporation recognise that access to the Lots within the Strata Scheme shall be required in order to comply with clause b), therefore the owner of a Lot shall be responsible for ensuring;

a. That where necessary the Owners Corporation or their Accredited Fire Safety Practitioner (AFSP) has unencumbered access to the owner's Lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;

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

ii. Where access to a Lot for an initial inspection of the fire apparatus is unsuccessful and additional inspections are required, the Owners Corporation may impose upon that Lot owner the following administrative fees (re- inspection fee) for arranging the return of an Accredited Fire Safety Practitioner (AFSP):

a. A fee of \$50 for organisation of the 2nd inspection of a Lot;

b. A fee of \$75 for organisation of the 3rd inspection of a Lot;

c. A fee of \$100 for any further inspections of a Lot.

These fees are in addition to the call-out fees charged by the Accredited Fire Safety Practitioner (AFSP) as outlined in sub-clause iii).

iii. Where access to a Lot for an initial inspection of the fire apparatus is unsuccessful and additional inspections are required, the Owners Corporation may pass the call-out fees charged by the Accredited Fire Safety Practitioner (AFSP) upon that Lot owner, in addition to the administrative fees outlined in sub-clause ii).

iv. Where Corrective Action Repairs (CAR) are required to items within the Lot, the associated costs will be imposed by the Owners Corporation upon that Lot owner, as well as any additional administration costs imposed by the agent to facilitate this process. These costs may include, but are not limited to the replacement or repairs of:

a. Smoke alarms;

b. Heat alarms/detectors;

c. Fire door closers;

d. Any other item within a Lot required to be compliant with the Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW).

v. Where an owner leases their Lot they are required to issue a Smoke Alarm Certificate to their tenant pursuant to Section 64A of the Residential Tenancies Act 2010 (NSW). Upon request, the Owners Corporation or its Agent may be required to supply a certificate to a Lot owner, as such the Owners Corporation may charge a fee of \$55 upon that Lot owner.

vi. Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause vi) above, all charges imposed by this By-law shall stand.

vii. In accordance with Section 258 of the Strata Schemes Management Act 2015, owners who lease their Lot must ensure that the tenant names, duration of the lease and the contact details are provided to the Owners Corporation's Agent within 14 days after the commencement of the lease.

d. Indemnity

An owner of a lot must indemnify the Owners Corporation for any fines or penalties imposed by the local council which are incurred by the Owners Corporation due to access to the lot being unable to be gained by the Owners



## **Strata Plan 82998**

### **222 BOTANY ROAD ALEXANDRIA**

---

Corporation's appointed Accredited Fire Safety Practitioner (AFSP).

An owner of a lot must indemnify the Owners Corporation against any loss or damage the owners corporation suffers as a result of the restoration of any faulty fire safety equipment necessary to be undertaken in order for the Annual Fire Safety Statement to issued.

#### **26 Communication & Dispute Resolution**

**Registration Date: 09/03/2021**

##### **INTENTION**

The intention of this By-law is to provide mechanisms for the Owners Corporation, owners, occupiers and representatives of the Owners Corporation, owners and occupiers to;

- a. Facilitate harmonious, efficient and cost-effective communication within the scheme,
- b. Prevent bullying, harassment and intimidation at the scheme as well as to regulate the communication of owners, residents and agent's servicing the scheme,
- c. Provide an efficient dispute resolution process,
- d. Allow the Owners Corporation, Strata Committee and strata managing agent the ability to suspend or cease communication with individual's that contravene the spirit of this By-law, and
- e. Allow the Owners Corporation to recover the costs for administrating the provisions of this By-law.

##### **PART 1 - DEFINITIONS & INTERPRETATION**

1. In this by-law:

- a. Strata Managing Agent means the person (if any) from time to time appointed to act as strata managing agent for the Scheme.
- b. Building Manager means the person (if any) from time to time appointed to act as a Building Manager for the scheme
- c. Lot means a lot in strata scheme
- d. Occupier or Owner means the owner or occupier of a lot in the strata scheme from time to time.
- e. Owners Corporation means the owners corporation created by the registration of strata plan.
- f. Agent means a person from time to time appointed to act on behalf of a lot owner such as a property manager
- g. Representative means a person from time to time appointed to represent a lot owner such as a proxy holder or power of attorney
- h. Scheme means the strata scheme created on registration of the strata plan.
- i. Strata Committee means the Strata Committee of the Owners Corporation from time to time.
- j. Stakeholders means all Owners, Occupiers, Suppliers, Building Managers, the Strata Committee and Strata Managing Agent.

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 Strata Schemes Management Act 2015 ("the Act"); and
- d. references to legislation includes references to amending and replacing legislation.

3. Nothing contained in this by-law will operate so as to negate any statutory requirements or obligations imposed by the Act or the Strata Schemes Management Regulations 2016, as amended or replaced from time to time.

##### **PART 2 - SCHEME COMMUNICATIONS**

2.1. Owners, occupiers and agents to the scheme acknowledge that all stakeholders are entitled to live, work and reside within an environment that is free from bullying, harassment, threatening and intimidating behaviour, this includes both written communication and conduct at meetings of the Owners Corporation and Strata Committee.

Examples of bullying and harassment include but are not limited to;

- a. Direct threats or intimidation made against an Owner, Supplier, Building Manager, the Strata Committee or Strata Managing Agent, whether in writing or made verbally,
- b. Excessive communication with the Strata Committee, Building Manager or Strata Managing Agent,
- c. Pressuring lot owner/s to vote in a particular manner,
- d. Commentary of a personal nature that is derogatory, disrespectful or ridicules any stakeholder or their





## **Strata Plan 82998**

### **222 BOTANY ROAD ALEXANDRIA**

---

character,

e. Making an unsubstantiated claim against another Owner, Supplier, Building Manager, the Strata Committee or Strata Managing Agent.

2.2 Harassment does not include;

a. The Owners Corporation, Strata Committee or Strata Managing Agent pursuing debt recovery pursuant to section 86 of the Act,

b. The Owners Corporation, Strata Committee or Strata Managing Agent administering and enforcing this By-law or the other By-laws for the scheme,

c. Owners, residents and agents providing constructive feedback surrounding the administration of the scheme or service providers to the scheme.

2.3 The Owners Corporation, Strata Committee, Owners, Occupiers and stakeholders must ensure that all communication is respectful and does not include anything which is discriminatory, derogative or constitutes bullying within the Scheme.

#### **PART 3 - RIGHTS AND OBLIGATIONS OF LOT OWNERS**

3.1. An owner must ensure that they, their agents, representatives, or occupants of their lot do not:

a. Do anything which is disrespectful, derogatory, discriminatory, harassing or bullying towards another Owner, Occupier, Supplier, Building Manager, the Strata Committee or the Strata Managing Agent;

b. do anything which impedes or negatively impacts the Owners Corporations ability to conduct their duties in accordance with the Act;

c. unreasonably disclose information held by the Owners Corporation, including information about an Owner or Occupier;

d. cause a nuisance or otherwise behave in a way to bring disrepute or diminish the reputation of the Owners Corporation;

e. make a decision that requires a resolution of the Strata Committee or the Owners Corporation in accordance with the Act; or

f. engage in any conduct in contravention of the Act.

3.2. An owner shall be liable to compensate or indemnify the Owners Corporation against any costs that may arise as a result of administering the provisions of this By- law including the costs of convening and conducting a Strata Committee meeting and any other administrative costs associated with Part 4 of this By-law.

3.3 In the event that a lot owner believes a charged imposed upon them pursuant to this By-Law has been applied unfairly, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

3.4 In the event the Owners Corporation rejects a request made by a lot owner pursuant to 3.3 of this By-Law, all charges imposed by this By-Law shall stand.

#### **PART 4 - RIGHTS, POWERS AND OBLIGATIONS OF THE OWNERS CORPORATION & STRATA COMMITTEE**

4.1 Any alleged breach of this By-law pursuant to Part 3 above must be determined by the Strata Committee at a properly convened meeting of the committee.

4.2 Depending on the nature and severity of the breach, where the committee has determined that a lot owner, tenant or agent acting on behalf of a lot owner has exhibited bullying, threatening or intimidating behaviour, the Strata Committee may;

a. Issue a warning letter to the individual, or

b. Suspend communication with the individual, for a period to be determined by the committee, and/or

c. Determine that the lot owner compensate the Owners Corporation for the costs of convening and conducting the Strata Committee meeting that was required to make a determination pursuant to this By-law, and/or

d. Determine that the lot owner compensate the Owners Corporation for any other administrative costs associated with administering this By-law.

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

a. The Owners Corporation shall have the power to recover all costs outlined in PART 3 and PART 4 of this By-law from a lot owner as a debt by way of a levy charged to the lot;

b. The Owners Corporation must serve upon the owner a written notice of the contribution payable;

c. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to



## By-Laws

### **Strata Plan 82998** **222 BOTANY ROAD ALEXANDRIA**

---

section 85 of the Act;

d. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act; and

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

#### **PART 5 - GRIEVANCE PROCEDURE**

Where an owner, resident or agent acting on behalf on an owner wishes to register a grievance with the Strata Committee or Strata Managing Agent the complainant must;

##### **5.1. Notification**

The complainant must inform the Strata Committee or Strata Managing Agent in writing of the following;

a. The nature of the dispute;

b. What outcome the complainant desires,

c. The action the complainant believes will settle the grievance,

d. Evidence that supports the complaint being made (if any),

e. Notices of a grievance under this clause should be directed to the Strata Managing Agent via email or post in the first instance or where no agent is appointed directly to the Strata Committee via the registered address for service of notices for the scheme.

##### **5.2. Best Endeavours to Resolve Dispute**

5.3. On receipt of a complaint, both parties will make every effort to resolve the dispute by mutual negotiation within 21 business days. This may include the convening of a Strata Committee or General Meeting to resolve the matters identified.

5.4. Where a Strata Committee meeting may be convened pursuant to this grievance procedure, it WILL NOT be subject to the provisions of Part 4 of this By-law.

## **27 Common Property Rights - Works- Lot 56**

**Registration Date: 09/03/2021**

### **1. DEFINITIONS**

a. In this by-law:

Lot means lot 56 in strata scheme 82998.

Owner means the registered owner of the Lot.

Works means the alterations and additions undertaken by the Owner to the Lot and so much of the common property as is necessary to renovate and refurbish the main and ensuite bathroom areas of the Lot, including all ancillary structures, in accordance with the plans submitted by the Owner, a copy of which is annexed to the minutes of the general meeting at which this by-law was made.

b. Where any term used in this by-law is defined in the Strata Schemes Management Act 2015, it has the same meaning as in that Act.

. RIGHTS - Subject to the conditions in paragraph 3, the Owner is authorised under section 108(1) of the Strata Schemes Management Act 2015 to perform the Works and to alter the common property to the extent necessary to perform the Works.

### **2. CONDITIONS**

a. The Owner may perform the Works on condition that the Owner:

Works

---

Report Date: 2nd May 2023



## By-Laws

### **Strata Plan 82998** **222 BOTANY ROAD ALEXANDRIA**

---

i. during the construction phase:

1. protects all areas of the common property from damage;
  2. does not create noise that causes unreasonable discomfort, disturbance or interference with the normal activities of other occupiers of the building;
  3. promptly removes all debris resulting from the Works;
- ii. ensures that the Works comply with the requirements of the Building Code of Australia, any applicable planning laws, the Work Health and Safety Act 2011 (NSW) and any other applicable regulatory requirements;
- iii. on completion of the Works, on reasonable request by the Owners Corporation, produce evidence from a suitably qualified engineer that the Works comply with subparagraph (ii) above and do not materially affect the integrity of the building;

#### Maintenance

- iv. properly maintains and keeps any common property altered by the Works in a state of good and serviceable repair;
- v. properly maintains and keeps the Works in a state of good and serviceable repair and replaces them as required from time to time;

#### Cost

- vi. pays all costs of the construction, maintenance and repair of the Works;
- vii. pay the cost of registering this by-law;
- viii. indemnifies the Owners Corporation for any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to any person or to the property of any person to the extent such injury, loss or damage arises out of, or in the course of, or by reason of the Works; and
- ix. indemnifies the Owners Corporation for any liability under section 122(6) of the Strata Schemes Management Act 2015 for damage to the Works reasonably caused by or arising out of the carrying out of any work on the common property.
- . REMEDY - If the Owner does not comply with this by-law after being given reasonable written notice by the Owners Corporation, the Owners Corporation may enter the Lot to perform the Owner's obligation and may recover the cost of doing so from the Owner as a debt, which if unpaid within 1 month after being due will bear simple interest at the rate prescribed by section 85(1) of the Strata Schemes Management Act 2015.

### **28 Installation of CCTV**

**Registration Date: 09/03/2021**

The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management

Act 2015 (NSW) and the other By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to undertake and effect the following:

---

Report Date: 2nd May 2023



## **Strata Plan 82998**

### **222 BOTANY ROAD ALEXANDRIA**

---

- a) To purchase and install CCTV surveillance Cameras within the common areas of the strata scheme; and
- b) The CCTV Surveillance Cameras shall become common property and managed accordingly in relation to its maintenance, repair, renewal and replacement; and
- c) The payment for the CCTV surveillance Cameras shall be made by the Owners Corporation.

#### **29 Major Works- Lot 30**

**Registration Date: 02/08/2021**

##### **1. Introduction**

This by-law gives the owner of lot 30 special privileges to carry out and retain works on the lot and common property and exclusive use and enjoyment of the common property occupied by the works on certain conditions.

##### **2. Definitions**

In this by-law:

"lot" means lot 30 in Strata Plan No. 82998,

"owner" means the owner for the time being of the lot (being the current owner and all successors),

"photograph" means the photograph attached to this by-law or the minutes of the meeting at which this by-law was approved,

"plan" means the plan attached to this by-law,

"quote" means the quote prepared by The Right Builder and dated 21 March 2021, a copy of which is attached to this by-law, and

"works" means the alterations and additions to the lot and the adjacent common property described and shown in the photograph, plan and quote generally involving removing and replacing one existing floor to ceiling glass panel dividing the dining room and the balcony of the lot with a sliding door in order to improve ventilation and airflow to the lot.

##### **3. Works Authorisation, Special Privileges & Exclusive Use Rights**

The owners corporation:

- a. authorises the works,
- b. confers on the owner special privileges in respect of the common property to be occupied by the works to permit the works to remain on that common property, and
- c. grants the owner a right of exclusive use and enjoyment of the common property to be occupied by the works, upon and subject to the conditions set out in this by-law.

##### **4. The Conditions**

###### **Before the Works**

###### **a. Planning Approvals**

Before commencing the works, the owner must, if required by law, obtain a complying development certificate for the works, or development consent for the works from the Local Council, under the Environmental Planning and Assessment Act 1979 and give the owners corporation a complete copy of the certificate or consent including all conditions of consent.

###### **b. Insurance Certificate**

Before commencing the works, the owner must give the owners corporation a copy of a certificate of currency for the all-risk insurance policy of the contractor to be engaged on the works which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim and note the interests of the owners corporation and a certificate of insurance evidencing any home building compensation fund insurance for the works that is required under and complies with the Home Building Act 1989.

###### **c. Costs of this By-Law**

Before commencing the works, the owner must pay all reasonable costs of the owners corporation incurred in connection with the preparation, reviewing, passing and registration of this by-law. The owners corporation may refuse to execute any document relating to the registration of this by-law until such time as those costs are paid by the owner.

###### **During the Works**

###### **a. Quality of the Works**

The works must be carried out in a proper and workmanlike manner utilising only first quality materials which are



## **Strata Plan 82998**

### **222 BOTANY ROAD ALEXANDRIA**

---

good and suitable for the purpose for which they are used.

#### **b. Licensed Contractors**

All contractors engaged on the works must be appropriately qualified and licensed under the Home Building Act 1989.

#### **c. Specifications for the Works**

The owner must ensure that the works are carried out and completed in accordance with the photograph, plan and quote and specifications for them. In all other respects but subject to any statutes, by-laws, regulations, rules or other laws to the contrary, the works must comply with the Building Code of Australia and any applicable Australian Standard. In the event that there is a conflict the Building Code of Australia shall be applied.

#### **d. Time for Completion of the Works**

The owner must ensure that the works are done with due diligence and within a reasonable time from the date of commencement.

#### **e. Work Hours**

The owner must ensure that the works are only carried out between the hours permitted by the Local Council or, if the Council does not prescribe any work times, between 8.00am - 5.00pm on Monday - Friday.

#### **f. Noise and Disturbance**

The owner must ensure that minimum disturbance is caused to the common property during the works and that the works do not generate any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

#### **g. Location of the Works**

The works must be installed entirely on the lot and the common property adjacent to that lot and must not encroach upon any other part of the common property or any other lot.

#### **h. Transportation of Construction Equipment**

The owner must ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation.

#### **i. Debris**

The owner must ensure that any debris associated with the works is removed daily and strictly in accordance with any reasonable directions given by the owners corporation.

#### **j. Protection of Building**

The owner must protect the common property that is affected by the works from damage, dirt, dust and debris and ensure that any such common property, especially the floors and walls leading to the lot, is protected from damage when construction materials, equipment and debris are transported over it.

#### **k. Daily Cleaning**

The owner must clean any part of the common property affected by the works on a daily basis and keep all of that common property clean, neat and tidy during the works.

#### **l. Storage of Building Materials on Common Property**

The owner must make sure that no building materials are stored on the common property.

#### **m. Times for Operation of Noisy Equipment**

The owner must make sure that at least 24 hours prior notice is given to the owners corporation before using any percussion tools and noisy equipment such as jack hammers or tile cutters by placing a notice on or in a conspicuous place near the entrance door to the building.

#### **n. Vehicles**

The owner must ensure that no contractor's vehicles obstruct the common property 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.

#### **o. Right of Access**

The owner must give the owners corporation's nominated representatives access to inspect the works within 48 hours of any request by the owners corporation.

#### **p. Cost of the Works**

The owner must pay all costs associated with the works.

#### **After the Works**

##### **a. Completion Notice**



## By-Laws

### **Strata Plan 82998** **222 BOTANY ROAD ALEXANDRIA**

---

As soon as practicable after completion of the works, the owner must notify the owners corporation in writing that the works have been completed.

#### **b. Restoration of Common Property**

As soon as practicable after completion of the works, the owner must restore all other parts of the common property affected by the works as nearly as possible to the state they were in immediately before the works.

#### **Enduring Obligations**

##### **a. Maintenance of the Works**

The owner must, at the owner's own cost, properly maintain the works and keep them in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in the works.

##### **b. Maintenance of the Common Property**

The owner must, at the owner's own cost, properly maintain the common property occupied by the works and keep that common property in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in that common property.

##### **c. Repair of Damage**

The owner must, at the owner's own cost, make good any damage to the common property or another lot caused as a result of the works no matter when such damage may become evident.

##### **d. Appearance of the Works**

Except to the extent that this by-law may otherwise provide, the works must have an appearance which is in keeping with the appearance of the rest of the building.

##### **e. Indemnity**

The owner will 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 works, the altered state, condition or use of the common property arising from the works or any breach of this by-law.

##### **f. Compliance with all Laws**

The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the works (for example, the conditions of Local Council's development consent to the works).

#### **5. Breach of this By-Law**

a. If the owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:

- i. rectify that breach,
- ii. enter on any part of the strata scheme including the lot, by its agents, employees or contractors, in accordance with the Strata Schemes Management Act 2015 for the purpose of rectifying that breach, and
- iii. recover as a debt due from the owner the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs.

b. 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.

### **30 Moving and Delivering of Goods**

#### **Registration Date: 08/03/2022**

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

##### **1. Conditions**

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

- i) must give the Owners Corporation not less than 72 hours' notice of the date and time the goods will be transported,
- ii) must give details to the Owners Corporation if the Owner or Occupier has engaged a removalist (name, telephone number, mobile number, address, email address and contact name),





## By-Laws

### Strata Plan 82998

#### 222 BOTANY ROAD ALEXANDRIA

---

- iii) must give to the Owners Corporation evidence of suitable public liability or contractors all risk insurance held by the removalist for the benefit and protection of the Owners Corporation,
- iv) must provide the Owners Corporation their contact number(s), email address and vehicle registration details.
- b) Owners and Occupiers may only transport goods on Common Property at the times and in accordance with the directions of the Owners Corporation.
- c) Owners and Occupiers may only transport goods in a lift if the lift has a lift protector or blanket.
- d) Owners and Occupiers must ensure they and their removalist comply with all rules of the Owners Corporation in connection with transporting goods on common property.
- e) Owners and Occupiers are permitted to transport goods on Common Property only between the hours of 7.00am to 9.00pm and subject to the terms of this By-law.
- f) Owners and Occupiers must ensure neither they nor their removalists:
  - i) obstruct Common Property when transporting the goods, or
  - ii) interfere with the peaceful enjoyment of Common Property by another Owner or Occupier.
- g) Owners and Occupiers must supervise their removalist in order to ensure no damage is done to the Common Property, another Lot or property vested in the Owners Corporation, by transporting goods.
- h) Owners and Occupiers must at their own expense:
  - i) immediately rectify any damages caused to Common Property, another Lot or property vested in the Owners Corporation, by transporting goods;
  - ii) must remove debris or other materials left on Common Property as a result of transporting goods; and
  - iii) must clean any part of the Common Property which requires cleaning as a consequence of transporting goods.

#### 2. Move-in/out Security Deposit

- a) Prior to transporting goods on Common Property, if requested by the Owners Corporation, Owners and Occupiers:
  - i) must give a Move-in/out Security Deposit of \$500.00 to the Owners Corporation to be used by the Owners Corporation in accordance with the terms of this By-law; and
  - ii) must give to the Owners Corporation, if the Owners Corporation reasonably determines, a non-refundable Movein/out Fee of \$45.00 for the administration of this process.
- b) The Owners Corporation may apply all or part of a Move-in/out Security Deposit to remedy a breach of this By-law.
- c) Such an application by the Owners Corporation is without prejudice to any other right or remedy of the Owners Corporation.
- d) If goods are being transported by an Owner or Occupier who is already in occupation of a Lot, then only one Movein/out Security Deposit must be paid by the Owner or Occupier before transporting the goods.
- e) Provided the Owners Corporation is satisfied there has not been a breach of this By-law or if there has been a breach, that breach has been rectified, the Owners Corporation must refund the Move-in/out Security Deposit paid under this By-law (or so much of it that remains unrefunded) to the party who provided it within 7-10 business days of the Owner or Occupier completing transportation of the goods.
- f) The Move-in/out Security Deposit in respect of this is By-law is \$500.00 unless determined otherwise by the Owners Corporation, Strata Committee or Strata Managing Agent.
- g) The Move-in/out Security Deposit must be paid by the Owner or Occupier before transporting the goods.
- h) The non-refundable Move-in/out Fee in respect of this is By-law is \$45.00 unless determined otherwise by the Owners Corporation, Strata Committee or Strata Managing Agent.
- i) Any non-refundable Move-in/out Fee charged by the Owners Corporation to a lot owner shall be applied to the lot as a debt.

### 31 Enforcement of By-Laws

**Registration Date: 02/05/2023**

#### Compliance with By-Laws

Each Owner, Occupier and Permitted Person must, at their own expense and in a timely fashion, perform and observe the By-Laws for the scheme and take all reasonable steps to ensure that their invitees also comply. If an

---

Report Date: 2nd May 2023



## By-Laws

### Strata Plan 82998

#### 222 BOTANY ROAD ALEXANDRIA

---

invitee does not comply, the Owner or Occupier must take all reasonable steps to ensure that the invitee leaves the scheme.

##### Enforcing a By-Law

- a) The Owners Corporation may do anything in a Lot or on the Common Property that an Owner or Occupier should have done under the Act or the By-Laws but which it has not done or, in the opinion of the Owners Corporation, has not been done properly.
- b) The Owners Corporation may enforce a By-Law by legal means.
- c) The Owners Corporation, Strata Committee or Strata Manager may issue notices to an Owner or Occupier informing them of a breach of the By-Laws for the scheme.
- d) The Owners Corporation, Strata Committee or Strata Manager may issue a 'Notice to Comply' pursuant to Section 146 of the Act for non-compliance of the By-Laws and notices of the same.
- e) The Owners Corporation, Strata Committee or Strata Manager may seek a monetary penalty pursuant to Section 147 of the Act for a breach of a 'Notice to Comply'.
- f) Unless instructed by the Strata Committee, the Owners Corporation will not be involved in a dispute between the Owners and/or Occupants of two lots.

##### Owners Corporation Right to Remedy Breach

Where the Owner or Occupier (or the visitor/s) of a Lot breaches a By-Law, the Owners Corporation reserve the right to apply the following administrative fees for communicating and/or remedying the breach to the offending Lot Owner:

- a) A fee of \$50 for notifying in writing to, or remedying a breach of a By-Law for, the Owner or Occupier of a Lot for a second time (the first notification will bear no Administrative Fee).
- b) A fee of \$100 for notifying in writing to, or remedying a breach of a By-Law for, the Owner or Occupier of a Lot for a third time.
- c) A fee of \$250 for notifying the Owner or Occupier of a Lot with respect to Section 146 of the Act by issuing a notice to comply with a By-Law.

Any Administration Fee charged by the Owners Corporation to a Lot Owner shall be applied to the Lot as a debt. Where an Administrative Fee has been applied pursuant to this By-law, a Lot Owner may apply to the Owners Corporation or Strata Committee that the Administrative Fee be reduced or waived. In the event the Owners Corporation rejects a request made by a Lot Owner, all charges imposed by this By-Law shall stand.

##### Definitions

The following terms are defined to mean:

'Common Property' means those elements of the building noted as Common Property on the registered Strata Plan for the scheme.

'Lot' means any Lot in the Strata Plan.

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

'Owners Corporation' means the Owners Corporation created by the registration of a Strata Plan.

'Strata Committee' means the Strata Committee elected by the Owners Corporation at any given time.

'Strata Manager' means the Strata Managing Agent for the Owners Corporation.

'the Act' means the Strata Schemes Management Act 2015. Where any terms used in this By-Law are defined in the Strata Schemes Management Act 2015 (and any subsequent legislation), they will have the same meaning as the terms attributed under that Act.

### 32 Lot Owner Charges

**Registration Date: 02/05/2023**

##### Introduction

The intent of this By-Law is to provide the Owners Corporation with a mechanism to recover the reasonable expenses incurred by the Owners Corporation when addressing administrative and other issues on behalf of individual Lot Owners.

---

Report Date: 2nd May 2023





## **Strata Plan 82998**

### **222 BOTANY ROAD ALEXANDRIA**

---

#### Lot Owner Obligations & Rights

a) A Lot Owner shall be liable to compensate the Owners Corporation for the costs of any Administrative Charges incurred by the Owners Corporation as follows (but not limited to):

I. Tenant updates to the Strata Roll pursuant to Section 258 of the Act.

II. Administrative Fees imposed to arrange afterhours emergencies.

III. By-Law Breaches

IV. Fines for the late submission of the A.F.S.S.

V. Additional Inspection Fees to gain access to a Lot during the A.F.S.S. (except for the initial inspection).

VI. Security key and key fob/swipe Administration Fees

VII. Arrears Fees and Debt Collection Charges for the recovery of overdue Levies.

VIII. Levy Notice Postage Fees.

IX. Arranging repairs and maintenance for Lot property items.

X. Animal/Pet request Application Fees, including the addition of approved animals to a pet register where applicable.

XI. Renovation request Application Fees, including the addition of the renovations to a register where applicable.

XII. Costs for defending an adjudication, tribunal or other legal application made by a Lot Owner or for the costs of Debt Recovery action initiated by the Owners Corporation or the Owners Corporation's agents.

XIII. Any other Administrative Fee deemed reasonable by the Strata Committee.

b) Any Administration Fee charged by the Owners Corporation to a Lot Owner shall be applied to the Lot as a Debt. Where an Administrative Fee has been applied pursuant to this By-Law, a Lot Owner may apply to the Owners Corporation or Strata Committee that the Administrative Fee be reduced or waived. In the event the Owners Corporation rejects a request made by a Lot Owner, all charges imposed by this By-Law shall stand.

#### Owners Corporation Obligations & Rights

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

a) The Owners Corporation shall have the power to recover all costs outlined above from a Lot Owner as a Debt by way of a Levy charged to the Lot.

b) The Owners Corporation must serve upon the Owner a written notice of the contribution payable.

c) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act.

d) The Owners Corporation may initiate Debt Recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.

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

#### Definitions

The following terms are defined to mean:

'Common Property' means those elements of the building noted as Common Property on the registered Strata Plan for the scheme.

'Lot' means any Lot in the Strata Plan.

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

'Occupier' means the Occupier of a Lot.

'Owners Corporation' means the Owners Corporation created by the registration of a Strata Plan.

'Strata Committee' means the Strata Committee elected by the Owners Corporation at any given time.

'The Act' means the Strata Schemes Management Act 2015. Where any terms used in this By-Law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

'Works' means any repair, maintenance, replacement or refurbishment undertaken at the Strata Scheme.

## **33 Short Term Accommodation and Overcrowding**



## **Strata Plan 82998**

### **222 BOTANY ROAD ALEXANDRIA**

---

**Registration Date: 02/05/2023**

#### **1. Introduction**

The purpose of this by-law is to assist the management and administration of the strata scheme and reduce the strain on the strata scheme's resources, by dealing with the unauthorised uses of lots.

#### **2. Overcrowding**

2.1 No owner or occupier may alter the layout of the lot so as to increase the number of bedrooms, except with the approval of the local council.

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

2.3 Section 137 of the Act allows the owners corporation to pass a by-law limiting the number of adults who may reside in a lot, by reference to the number of bedrooms in the lot.

2.4 Subject to the Regulations, the owner or occupier of a lot must ensure that the lot is not occupied by more than 2 adults per bedroom. For clarity, this means that if there are 2 bedrooms in a lot, no more than 4 adults may reside in that lot.

#### **3. No Illegal Uses**

3.1 Each owner and occupier must ensure that the lot they own or occupy is not used for any purpose that is prohibited by law.

3.2 Further to and to clarify clause 3.1, each owner and occupier must ensure that the lot they own or occupy is not used for any purpose that requires approval or registration, without that approval or registration and provide a copy of any such approval or registration to the owners corporation (including any registration numbers) immediately upon receipt.

3.3 Each owner and occupier must ensure that the lot they own or occupy is not used for:

3.3.1 illegal short term accommodation; or

3.3.2 any (other) commercial purpose.

3.4 The owner and occupier must ensure that the lot is not advertised or promoted for:

3.4.1 illegal short term accommodation; or

3.4.2 any commercial purpose.

#### **4. Owners responsible for Tenants' Actions**

4.1 Each owner must:

4.1.1 take all reasonable steps to ensure their occupiers comply with this by-law and any relevant Law; and

4.1.2 if they are notified of a breach of this by-law by the owner or an occupier, take immediate steps to rectify the non-compliance.

#### **5. Owners corporation's power in the event of a breach of this by-law**

5.1 If an owner or occupier breaches this by-law, the owners corporation may:

5.1.1 take steps to investigate, rectify or restrain the breach, including legal action;

5.1.2 issue a notice to the owner's or occupier's that have breached this by-law and they must immediately rectify the breach;

5.1.3 if a notice is issued in accordance with clause 5.1.1, recover from the relevant owner or occupier the reasonable cost of sending the notice, and the expenses of recovering those costs; and

5.1.4 to the extent possible, recover from the owner as a liquidated debt and on an indemnity basis the cost of investigating, rectifying or restraining the breach, the expenses of recovering those costs and interest on those costs calculated at the same rate as outstanding contributions.

#### **6. Interpretation**

In this by-law:

6.1 Act means the Strata Schemes Management Act 2015.

6.2 licence means a personal right granted to a guest to occupy part of a lot, where no legal or equitable interest vests by virtue of that licence.



## **Strata Plan 82998**

### **222 BOTANY ROAD ALEXANDRIA**

---

6.3 Law means any legislation, regulation, direction, rule or otherwise in place in New South Wales for the time being, including the Code of conduct for the short term rental accommodation industry provided by NSW Fair Trading at the time this by-law is registered.

6.4 lot means a lot in the strata scheme.

6.5 notice means a notice issued in accordance with clause 5.1.1 of this by-law.

6.6 occupier means any occupier of a lot.

6.7 owner means an owner of a lot in the strata scheme.

6.8 Regulations means the Strata Schemes Management Regulations 2016.

6.9 illegal short term accommodation in respect of a lot means, where the lot is not the owner's principal place of residence, giving someone the right to lease, licence or occupy all or part of a lot for a duration of less than 3 months, including accommodation through Airbnb or for backpackers or tourists.

6.10 Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act.

6.11 If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict.

6.12 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.

#### **BL5 Parking Amended as follows**

##### **Registration Date: 26/03/2020**

##### **1. No Parking on Common Property by Owners and Occupiers Without Approval**

An owner or occupier of a lot must not park or stand any motor or other vehicle ("vehicle") on the common property, including the visitor parking spaces, except with the prior written approval of the owners corporation.

##### **2. No Parking on Common Property by Tenants to be Permitted by Owners Without Approval**

An owner of a lot must:

- (a) not allow any occupiers of the owner's lot, including the owner's lessees or tenants, to park or stand any vehicle on the common property except with the prior written approval of the owners corporation, and
- (b) take all reasonable steps to ensure that any occupiers of the owner's lot, including the owner's lessees or tenants, do not park or stand any vehicle on the common property except with the prior written approval of the owners corporation.

##### **3. No Parking on Common Property by Visitors to be Permitted by Owners or Occupiers Except in Visitor Parking Spaces**

An owner or occupier of a lot must:

- (a) not allow any visitors or invitees of the owner or occupier, including any tradespeople, to park or stand any vehicle on the common property except in a visitor parking space,
- (b) take all reasonable steps to ensure that any visitors or invitees of the owner or occupier, including any tradespeople, do not park or stand any vehicle on the common property except in a visitor parking space.

##### **4. Definition of a Visitor**

A visitor is a person who stays in that Owner's Lot for not more than 24 hours in any one week.

##### **5. Privately Owned Parking Spaces**

Parking spaces owned privately (Lot property) must be clear of all stored items and debris, these parking spaces are solely for the parking of vehicles.

##### **6. No Parking on Common Property by Outsiders**

An owner or occupier of a lot must not allow any person who is not visiting the parcel to park or stand a vehicle on the common property, including the visitor parking spaces.



## **Strata Plan 82998**

### **222 BOTANY ROAD ALEXANDRIA**

---

#### **7. No Parking in Another Parking Space**

An owner or occupier of a lot must not park or stand any vehicle in a parking space that is or forms part of another lot without the written approval of the owner or occupier of that parking space.

#### **8. Breach of By-Law - No Parking Notices**

(a) In the event that an owner or occupier of a lot (including a lessee or tenant) breaches this by-law, the owners corporation may:

(i) give the owner or occupier in breach a notice, or place a notice on the offending vehicle, requesting the removal of the offending vehicle, advising of the terms of this by-law and the consequences of the breach ("removal notice"),

(ii) issue more than one removal notice throughout the duration of the breach of this by-law (but it must not act unreasonably when doing so), and

(iii) recover as a debt from the owner or occupier in breach of this by-law:

(A) the sum of \$165.00 (including GST), or such other amount as may be determined from time to time by the strata committee ("administrative cost"), being a genuine pre-estimate of the administrative costs incurred by the owners corporation in issuing the removal notice, and

(B) the expenses incurred by the owners corporation recovering the administrative cost including legal costs and disbursements on an indemnity basis ("recovery costs").

(b) For the avoidance of doubt, if the owners corporation issues more than one removal notice throughout the duration of a breach of this by-law it may recover as a debt from the owner or occupier in breach of this by-law the administrative cost multiplied by the number of notices it issues.

#### **9. Breach of By-Law - Recovery of Expenses**

9.1 In the event that an owner or occupier of a lot (including a lessee or tenant) breaches this by-law, the owners corporation may:

(a) rectify the breach, and/or

(b) to the extent permitted by law, recover from the owner or occupier as a debt:

(i) the expenses incurred by the owners corporation arising out of or caused by the breach, including expenses incurred rectifying or attempting to rectify, restrain or prevent the breach ("breach expenses"); and

(ii) the expenses incurred by the owners corporation recovering the breach expenses including legal costs and disbursements on an indemnity basis ("recovery expenses").

(c) charge interest (at the same rate that applies to overdue contributions under section 85 of the Strata Schemes Management Act 2015) on any amounts it may recover as a debt pursuant to this by-law if any such amounts are not paid at the end of one month after they become due and payable;

9.2 For the purpose of this by-law, any administrative cost, recovery costs, breach expenses and recovery expenses become due and payable by the owner or occupier concerned at the same time as the owners corporation incurs those costs or expenses.

9.3 Nothing in this clause limits the rights of or the remedies available to the owners corporation on a breach of this by-law.

#### **10. Mode of Recovery of Expenses, Interest, etc**

In the case of an owner of a lot, the owners corporation may include reference to any administrative cost, recovery costs, breach expenses or recovery expenses for which that owner is liable on:

(a) the owner's account with the owners corporation;

(b) levy notices given to that owner; and

(c) certificates issued under section 184 of the Strata Schemes Management Act 2015 in respect of the owner's lot; for the purpose of recovering any of those amounts from the owner as a debt.

#### **11. Inconsistencies**

To the extent that any provision in this by-law is inconsistent with any other by-law, the provision in this by-law will prevail to the extent of the inconsistency.



## **Strata Plan 82998**

### **222 BOTANY ROAD ALEXANDRIA**

---

#### **BL21 Major Building Work (Major Renovations) By-Law AMENDED AS FOLLOWS**

##### **Registration Date: 26/03/2020**

##### **1. Approval of Owners Corporation required**

Owners must not carry out or commence to carry out Major Building Works unless the works and the plans and specification relating to the works are first approved by the Owners Corporation in the manner contemplated by this by-law.

##### **2. Application to the Owners Corporation**

An Owner wishing to procure the approval of the Owners corporation to Major Building Works must:

- (a) make an application in writing to the Managing Agent (or if a managing agent has not been appointed, to the Secretary);
- (b) include with the application;
  - (i) any fee prescribed by the Owners Corporation
  - (ii) detailed plans and specifications for the Major Building Works;
  - (iii) a description of the proposed Major Building Works; and
  - (iv) information as to:
    - A. whether the proposed Major Building Works are to Common Property or may affect Common Property in any way; and
    - B. whether the proposed Major Building Works will or are likely to impact on or affect the structural integrity of the Building.

##### **3. Rights in Owners Corporation**

(a) in order for the Owners Corporation to process an application for approval for Major Building Works, the Owners Corporation may:

- (i) require the applicant to submit further information, such as further plans, specifications or reports;
  - (ii) waive the requirement to submit detailed plans and specifications;
  - (iii) require the applicant to provide a report or certification from a suitably qualified consultant (approved by the Owners Corporation and addressed to the Owners Corporation) confirming the proposed Major Building Works until not impact on the structural integrity of the Building; or
  - (iv) appoint a consultant to review any material or any information provided by the applicant and to make recommendations (the Owners Corporation may require the applicant to pay for or accept responsibility for payment of the consultant's fee)
- (b) in processing an application, the Owners Corporation:
- (i) may act in its own discretion;
  - (ii) approve it unconditionally or may impose conditions; and
  - (iii) may disregard its previous decisions.
- (c) In processing an application, the Owners Corporation may require the payment of a bond:
- (i) to be applied at the discretion of the Owners Corporation towards any cost incurred by the Owners Corporation in connection with the Major Building Works
  - (ii) to be applied by the Owners Corporation towards rectification of any possible damage to Common Property as a result of carrying out the Major Building Works; and
  - (iii) to be applied by the Owners Corporation towards any costs incurred by the Owners Corporation in carrying out its rights and functions under this by-law.
- (d) the role of the Owners Corporation in processing and approving an application is procedural only. The Owners Corporation does not take any responsibility for the adequacy or appropriateness of any approval I may give.
- (e) If the Owners Corporation has not approved an application for Major Building Works within 42 days of receiving the application then the Owners Corporation will be regarded as not approving the application before it.
- (f) The Owners Corporation may revoke an approval if an Owner does not comply with the conditions in the approval.

##### **4. Pre-conditions to commencing to carry out Major Building Works**





## **Strata Plan 82998**

### **222 BOTANY ROAD ALEXANDRIA**

---

- (a) the provisions of this by-law apply to all Major Building Works, whether to a Lot or to Common Property.
- (b) Owners must not commence to carry out Major Building Works unless:
  - (i) the Owners Corporation has approved the works in accordance with this by-law (clause 1).
  - (ii) the Owners Corporation has approved the plans and specifications for the Major Building Works in accordance with this by-law (clause 1).
  - (iii) all necessary consents from the relevant Authorities have been procured (including a Development Consent (if applicable)) and copies provided to the Owners Corporation;
  - (iv) all relevant insurances (if applicable) are in place and copies of the policy and the certificate of Currency provided to the Owners Corporation;
  - (v) the bond (if any) required by the Owners Corporation has been paid to the Owners Corporation;
  - (vi) the Owners Corporation has been given reports and any other information requested by the Owners Corporation in connection with the Major Building Works; and
  - (vii) the Owners Corporation has been given details of the builder/contractor carrying out the works (and a point of contact (including name and telephone number)).

#### **5. Pre-conditions to commencing to carry out Major Building Works to Common Property**

- (a) the provisions of this by-law apply to Major Building Works to Common Property
- (b) if Major Building Works (or some part of them) are to Common Property, then in addition to complying with other relevant parts of this by-law, the Owner to whom approval has been given must not commence to carry out the Major Building Works unless:
  - (i) a special resolution has first been passed at a meeting of the Owners Corporation specifically authorizing the carrying out of the works; and
  - (ii) if the ongoing maintenance of the Common Property affected by the works is to be the responsibility of the Owner:
    - A. a special resolution has first been passed at a meeting of the Owners Corporation stipulating the ongoing maintenance of the relevant parts of the Common Property is the responsibility of the Owner;
    - B. the Owners Corporation has made and registered a by-law to that effect; and
    - C. the Owner has given the Owners Corporation its approval to the making of the by-law

#### **6. Condition when carrying out Major Building Works**

When carrying out Major Building Works an Owner to whom approval has been granted must:

- (a) comply with the reasonable requirements of the Owners Corporation and any conditions in the approval from the Owners Corporation;
- (b) comply with the requirements of all relevant Authorities and the consents from the relevant Authorities;
- (c) ensure the works are carried out in a proper and workmanlike manner;
- (d) use only qualified and, where appropriate, licensed tradesmen;
- (e) ensure the works are carried out without undue delay;
- (f) ensure no materials, tools, rubbish, or debris are left lying about the Common Property;
- (g) cause as little disturbance to other Owners and Occupiers as is practicable;
- (h) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
- (i) ensure no damage is caused to Common Property, or if damage is caused, immediately make good that damage;
- (j) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused immediately make good that damage; and
- (k) ensure the works are only carried out within the times permitted by any Development Consent or (if applicable) within the times permitted by the approval from the Owners Corporation.

#### **7. Access to Common Property**

The Owner to whom approval has been granted to carry out Major Building Works is authorized access to all relevant parts of the Common Property for the purposes of carrying out the Major Building Works for such reasonable period of time as may be necessary to carry out the Major Building Works (or for such time as permitted



## **Strata Plan 82998**

### **222 BOTANY ROAD ALEXANDRIA**

---

in any approval to the Major Building Works from the Owners Corporation)

#### **8. Completion of Major Building Works**

On completion of Major Building Works, the Owner who has carried out the works must:

- (a) ensure all rubbish and debris caused by the works is removed from the Building and environs;
- (b) ensure the Common Property is left clean and tidy;
- (c) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the works; and
- (d) if required by the Owners Corporation, give the Owners Corporation a letter from a suitably qualified consultant (addressed to the Owners Corporation) certifying the completed Major Building Works do not impact on the structural integrity of the Building or upon Common Property.

#### **9. Major Building Works must comply with Laws and requirements of Authorities**

An Owner who has carried out Major Building Works must ensure the completed works comply with the requirements of all relevant Laws and Authorities and do not result in the Owners Corporation breaching any Law or the requirements of any Authority.

#### **10. Indemnity**

An Owner who has carried out Major Building Works agrees to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses, expenses and damages incurred by the Owners Corporation:

- (a) in connection with the major Building Works (including costs for approving the Major Building Works); and
- (b) arising out of damage to property (including, without limitation, to the Common Property) or injury to persons as a result of carrying out the Major Building Works or resulting from the Major Building Works once installed.

#### **11. Right in Owners Corporation to remedy**

At its discretion, the Owners Corporation may:

- (a) perform any obligation which an Owner has failed to perform, within a reasonable time after written notice from the Owners Corporation;
- (b) enter any part of the Parcel to carry out its rights in this by-law; and
- (c) recover the costs incurred by the Owners Corporation in carrying out its rights in this by-law as a debt due and owing to the Owners Corporation by the Owner of the relevant Lot, together with interest on any monies due to the Owners Corporation under this by-law and not paid within one month of written demand for payment, such interest to be calculated on daily balances at the rate of 10% per annum, and calculated from the date of receipt by the Owner of the relevant invoice until payment is made.

#### **12. Future alteration to Major Building Works**

Owners and Occupiers must not make any alterations, additions or modifications to Major Building Works, once installed, without following the procedures in this by-law.

#### **13. Major Building Works Not Permitted to Remain**

Owners must not permit to remain on their Lot or Common Property any Major Building Works which have not been approved by the Owners Corporation in accordance with this by-law. This provisions of this by-law do not apply to any Major Building Works carried out prior to the date of registration of this by-law.

#### **14. Development Consent**

Approval by the Owners Corporation to a Development Application must not be regarded as approval by the Owners Corporation to carry out the Major Building Works he subject of the Development Application. Approval of the Owners Corporation to the Major Building Works must be obtained following the procedures in this by-law.

### **BL22 Keeping of Animals amended as follows:**

#### **Registration Date: 08/03/2022**

The Owner or Occupier of a lot may keep an animal on a lot unless the keeping of the animal unreasonably



## **Strata Plan 82998**

### **222 BOTANY ROAD ALEXANDRIA**

---

interferes with another occupant's use and enjoyment of the occupant's lot or the common property, pursuant to Clause 3 of this By-Law. Owners and Occupiers must register any cat or dog that you keep with the Owners Corporation and provide any details that the Owners Corporation requires, including the breed, colouring, age and name of the animal and a photograph of the animal.

#### **1. The Keeping of Animals**

The Owner or Occupier of a lot may keep:

- a) goldfish or other similar fish in a fish tank or indoor aquarium;
- b) canaries, budgerigars or similar birds kept indoors at all times;
- c) one or two domestic cats, one or two dogs or one domestic cat and one dog with the consent of the Owners Corporation which consent must not be unreasonably withheld. All cats and dogs must be microchipped and registered with the appropriate authorities. You must give evidence of such registration to the Owners Corporation before the animal is brought into the building and on request by the Owners Corporation; and
- d) provided it is microchipped and registered under the Companion Animals Act 1998 (NSW), a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability if you or another person who lives with you needs the dog or other animal because of a visual disability, a hearing disability or any other disability. You must give evidence of such registration to the Owners Corporation before the animal is brought into the building and on request by the Owners Corporation.

#### **2. Informing the Owners Corporation**

The Owner or Occupier of a lot must register any cat or dog that you keep with the Owners Corporation and provide any details that the Owners Corporation requires, including the breed, colouring, age and name of the animal and a photograph of the animal.

#### **3. Unreasonable Interference**

The circumstances in which the keeping of an animal unreasonably interferes with another occupant's use and enjoyment of the occupant's lot or the common property are:

- a) the animal makes a noise that persistently occurs to the degree that the noise unreasonably interferes with the peace, comfort or convenience of another occupant, or
- b) the animal repeatedly runs at or chases another occupant, a visitor of another occupant or an animal kept by another occupant, or
- c) the animal attacks or otherwise menaces another occupant, a visitor of another occupant or an animal kept by another occupant, or
- d) the animal repeatedly causes damage to the common property or another lot, or
- e) the animal endangers the health of another occupant through infection or infestation, or
- f) the animal causes a persistent offensive odour that penetrates another lot or the common property, or
- g) for a cat kept on a lot-the owner of the animal fails to comply with an order that is in force under the Companion Animals Act 1998, section 31, or
- h) for a dog kept on a lot
  - i. the owner of the animal fails to comply with an order that is in force under the Companion Animals Act 1998, section 32A, or
  - ii. the animal is declared to be a menacing dog or a dangerous dog under the Companion Animals Act 1998, section 34, or
  - iii. the animal is a restricted dog within the meaning of the Companion Animals Act 1998, section 55(1).

#### **4. Controlling Animals**

If the Owner or Occupier of a lot has an animal under this by-law they must ensure that the animal does not wander onto:

- a) another Apartment; or
- b) Common Property.

The Owner or Occupier of a lot must ensure that the animal does not make any noise that causes unreasonable disturbance or interferes with the reasonable quiet enjoyment of any other Owner or Occupier, including, without





A handwritten electronic signature in black ink, appearing to read 'Anita Dalag'.

## By-Laws

Electronic signature of me, Anita Dalag,  
affixed by me, on 2/05/23 at 4:10 PM  
Property & Stock Agent Act 2002 Licence No  
867112

### **Strata Plan 82998** **222 BOTANY ROAD ALEXANDRIA**

---

limitation, intermittent or ongoing noise that is audible in another Apartment.

#### 5. Cleanliness

An Owner or Occupier of a lot must:

- a) ensure that their pet(s) are kept in a clean and hygienic condition;
- b) ensure that dogs or cats or other pets do not defecate or urinate anywhere other than in a pet litter tray or box within the lot;
- c) keep any pet litter tray or box clean and odour free;
- d) ensure no pet related odours are at any time emitted from the lot (including any Balconies); and
- e) not allow any pet faeces, urine or hair or pet litter tray contents to enter the Building drainage system or common property.

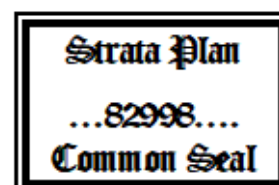
#### 6. Owners Corporation Right to Remedy Breach

Where the Owner or Occupier of a lot breaches this By-Law and allows an animal to unreasonably interfere with another occupant's use and enjoyment of the occupant's lot or the common property, the Owners Corporation reserve the right to apply the following administrative fees for communicating and/or remedying the breach to the offending lot owner:

- a) A fee of \$50 for notifying in writing to, or remedying a breach of this By-Law for, the Owner or Occupier of a Lot for a second time (the First notification will bear no administrative fee);
- b) A fee of \$100 for notifying in writing to, or remedying a breach of this By-Law for, the Owner or Occupier of a Lot for a third time; and
- c) A fee of \$250 for notifying the Owner or Occupier of a Lot with respect to Section 146 of the Strata Schemes Management Act 2015 by issuing a notice to comply with this By-Law.

Any administration fee charged by the Owners Corporation to a lot owner shall be applied to the lot as a debt.

Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived. In the event the Owners Corporation rejects a request made by a lot owner, all charges imposed by this By-law shall stand.



name.	WAFINE DAY	
address.	B620 - 222 KORNFELD RD PRESTON VIC 3073	
mobile.	0412 631 200	
business.		
home.		
fax.		
email.		
contract price \$	+ GST	
signed by J. Vella		
signed by Client		

A hand-drawn floor plan of a room, oriented vertically. The overall dimensions are 15'0" (width) and 28'0" (length). The plan includes the following features and labels:

- Entrance:** Located at the top, labeled "ENTRANCE".
- Shower:** Located at the top left, labeled "SHOWER".
- W.C.:** Located at the top right, labeled "W.C.".
- Room:** The central area, labeled "ROOM".
- Bed:** Located in the center, labeled "BED".
- Table:** Located in the center, labeled "TABLE".
- Chair:** Located in the center, labeled "CHAIR".
- Door:** Located at the bottom, labeled "DOOR".
- Window:** Located at the bottom, labeled "WINDOW".
- Light:** Located at the bottom, labeled "LIGHT".
- Door:** Located at the bottom, labeled "DOOR".
- Room:** Located at the bottom, labeled "ROOM".
- Shower:** Located at the bottom left, labeled "SHOWER".
- W.C.:** Located at the bottom right, labeled "W.C.".

**Strata Plan  
...82998....  
Common Seal**

CHIT 2410  
COURT SEAB  
MONT FLAME  
WILSON + SMOCK  
MONT DOOR STRIPS.

60 of 63

MAIL @ATK2COM

PC ITEMS REQUIRED

name: WYFIE RAY

BOYAN 120  
1764141120

<b>business.</b>	
<b>home.</b>	
<b>fax.</b>	

**email.**

contract price \$	+ GST
signed by J. Vella	
signed by Client	

**NB: Showerscreens & Mirror Cabinets  
are PC items NOT LABOUR.**

**Quoted on Completion if required.**

**signed by client**

MAIL @ATK2COM

# WORK SCHEDULE

STAIR + DISPOLE + TIP FEEL

FRANK STOLL

DESIK WITH FIVE  
TELE IN WITH  
2024/1/20

MEMORANDUM  
 45 - 22610 - 34622

[illegible]

Reckert's All Wills = Billings  
+ David Doremus + Leeds

WATERWORKS TO RESIDENTIAL ZONE

SCARED FEEL  
WALL TILDS FELT HT

7008 PLANK  
577 Haverhill

M/A ex 2002.  
STEWART GORDON

Renée Webster

TOTAL LABOR COST

Q

US: NO PAYMENTS IN RE ABOUT \$2000

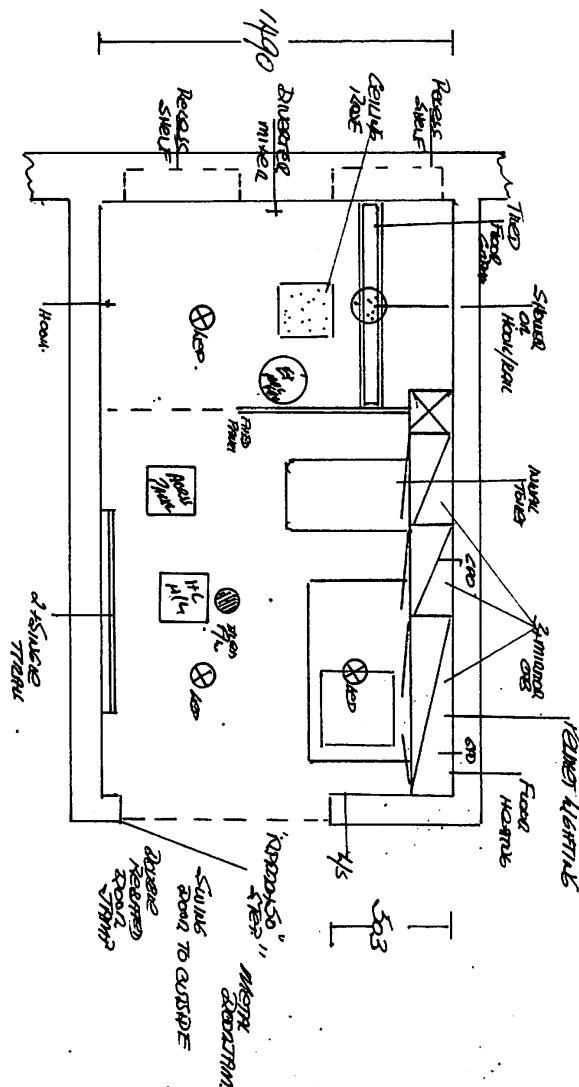
SP 82998 - Lot 56 - Bathroom Renovation

Asenhardt Pty Ltd, 1700000000

# John Vella

Licence No. 182959C  
ABN No. 91 115 817 699

Terms of Agreement.	
- 40% Prior to Tiling	
- 40% On Tiling Completion	
- 20% on Labour Completion	
NB: Showercreens & Mirror Cabinets are PC Items NOT LABOUR.	
NB: Painting not included.	
Quoted on Completion if required.	
date.	
signed by client	

ENSCUTE

FULL MEAT FEATHER  
BARK & WILDF  
MENT BLOOD STAIN  
COVERED STARS  
CELLING 44 2410  
70 82 50 8



Form: 15CH  
Release: 2.3

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

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

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/SP 82998

(B) LODGED BY

Document  
Collection  
Box

**573X**

Name

Company NETWORK STRATA SERVICES

Address PO BOX 265  
HURSTVILLE BC NSW 1481

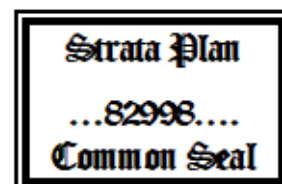
E-mail admin@netstrata.com.au Contact Number 1300 638 787

Customer Account Number 123421L Reference 82998

CODE

**CH**

- (C) The Owner-Strata Plan No. 82998 certify that a special resolution was passed on 30/1/2023
- (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 31,32,33
- Amended by-law No. NOT APPLICABLE
- as fully set out below :



- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A.
- (G) The seal of The Owners-Strata Plan No. 82998 was affixed on 2/5/2023 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, Anita Dalag, affixed by me, on 2/05/23 at 4:10 PM  
Property & Stock Agent Act 2002 Licence No 867112**

Name : ANITA DALAG- NETSTRATA

Authority : Appointed Managing Agent

Signature :

Name :

Authority :

**Owners Corporation Consent**

Strata Scheme No 82998

Date 2 May 2023

CP/SP 82998

**Owners Corporation consent to the registration of Consolidation of Registered By-Laws of SP 82998**

Dear NSW LRS,

I am the person authorised for Owners Corporation SP 82998 by section 273 Strata Schemes Management Act 2015.

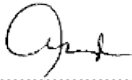
I Consent to the registration of the following documents that have been lodged over the Land:

- Registration of Change of By-Laws and Consolidation of Registered By-Laws.
- Approved Form Change of By-Laws, Consolidation of Registered By-laws Plans & diagrams

Regards

**Attestation**

The seal of The Owners - Strata Plan No 82998 was affixed on 2/05/23 in the presence of the person authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: Anita Dalag (Netstrata) Authority: Appointed Strata Agent  
Electronic signature of me, Anita Dalag, affixed by me, on 2/05/23 at 4:10 PM  
Property & Stock Agent Act 2002 Licence No 867112

^ Insert appropriate date

“WARNING”



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

INFOTRACK PTY LIMITED  
GPO BOX 4029  
SYDNEY NSW 2001

## PLANNING CERTIFICATE

*Under Section 10.7 of the Environmental Planning and Assessment Act, 1979*

---

<b>Applicant:</b>	INFOTRACK PTY LIMITED
<b>Your reference:</b>	230666
<b>Address of property:</b>	Res. Units Level 2-8 222 Botany Road , ALEXANDRIA NSW 2015
<b>Owner:</b>	THE OWNERS - STRATA PLAN NO 82998
<b>Description of land:</b>	Lot 1 DP 1142829, Lots 1-80 SP 82998
<b>Certificate No.:</b>	202338452
<b>Certificate Date:</b>	30/10/23
<b>Receipt No:</b>	
<b>Fee:</b>	\$62.00
<b>Paid:</b>	30/10/23

Title information and the description of land are provided from data supplied by the Valuer General and shown where available.



Issuing Officer  
per **Monica Barone**  
*Chief Executive Officer*

### CERTIFICATE ENQUIRIES:

Ph: 9265 9333



**PLANNING CERTIFICATE UNDER SECTION 10.7 (2) OF THE ENVIRONMENTAL  
PLANNING AND ASSESSMENT ACT, 1979**

---

**MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 2 -  
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021, CLAUSES (1) - (2).**

**DEVELOPMENT CONTROLS**

*The following information must be read in conjunction with and subject to all other provisions of the environmental planning instruments specified in this certificate.*

**ZONING**

**Zone MU1 Mixed Use (Sydney Local Environmental Plan 2012)**

**1 Objectives of zone**

- To encourage a diversity of business, retail, office and light industrial land uses that generate employment opportunities.
- 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 minimise conflict between land uses within this zone and land uses within adjoining zones.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To ensure land uses support the viability of nearby centres.
- To integrate suitable business, office, residential, retail and other land uses in accessible locations that maximise public transport patronage and encourage walking and cycling.

**2 Permitted without consent**

Home occupations

**3 Permitted with consent**

Amusement centres; Boarding houses; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Information and education facilities; Light industries; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Any other development not specified in item 2 or 4

**4 Prohibited**

Extractive industries; Heavy industrial storage establishments; Heavy industries; Pond-based aquaculture

**PROPOSED ZONING**

This property is not affected by a draft zone.

## **LOCAL PLANNING CONTROLS**

**Sydney Local Environmental Plan 2012 (as amended) – Published 14 December 2012  
NSW Legislation Website.**

**Sydney Development Control Plan 2012 (as amended) - (commenced 14.12.2012)**

### **Planning Proposal: Affordable Housing Program Update 2022:**

This Planning Proposal is to amend the Sydney Local Environmental Plan 2012 (Sydney LEP 2012), the Sydney Local Environmental Plan (Green Square Town Centre) 2013, and Sydney Local Environmental Plan (Green Square Town Centre – Stage 2) 2013 (the Green Square Town Centre LEPs). Generally, the intended outcome of this planning proposal is to increase the amount of affordable housing in the City of Sydney local government area.

## **HERITAGE**

### **State Heritage Register (Amendment To Heritage Act, 1977 Gazetted 2/4/99)**

This property may be identified as being of state heritage significance, and entered on the State Heritage Register.

To confirm whether the site is listed under the Heritage Act 1977 a Section 167 Certificate should be obtained from the NSW Heritage Office by contacting the NSW Heritage office on (02) 9873 8500 for an application form or by downloading the application form from

[www.heritage.nsw.gov.au](http://www.heritage.nsw.gov.au)

## **STATE PLANNING INSTRUMENTS**

*Full copies of State Environmental Planning Policies are available online at [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au).*

## **State Environmental Planning Policy No. 55 – Remediation of Land**

This policy provides planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

## **State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development**

This policy aims to improve the design quality of flats of three or more storeys with four or more self contained dwellings. The policy sets out a series of design principles for local councils to consider when assessing development proposals for residential flat development. The policy also creates a role for an independent design review panel and requires the involvement of a qualified designer in the design and approval process.

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

This Policy Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

## **State Environmental Planning Policy (Housing) 2021**

The principles of this Policy are as follows:

- (a) enabling the development of diverse housing types, including purpose-built rental housing,
- (b) encouraging the development of housing that will meet the needs of more vulnerable members of the community, including very low to moderate income households, seniors and people with a disability,
- (c) ensuring new housing development provides residents with a reasonable level of amenity,
- (d) promoting the planning and delivery of housing in locations where it will make good use of existing and planned infrastructure and services,
- (e) minimising adverse climate and environmental impacts of new housing development,

- (f) reinforcing the importance of designing housing in a way that reflects and enhances its locality,
- (g) supporting short-term rental accommodation as a home-sharing activity and contributor to local economies, while managing the social and environmental impacts from this use,
- (h) mitigating the loss of existing affordable rental housing.

#### **State Environmental Planning Policy (Planning Systems) 2021**

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

#### **State Environmental Planning Policy (Biodiversity and Conservation) 2021**

This SEPP contains:

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

#### **State Environmental Planning Policy (Resilience and Hazards) 2021**

This SEPP contains planning provisions:

- for land use planning within the coastal zone, in a manner consistent with the objects of the Coastal Management Act 2016.
- to manage hazardous and offensive development.

- which provides a state-wide planning framework for the remediation of contaminated land and to minimise the risk of harm.

### **State Environmental Planning Policy (Transport and Infrastructure) 2021**

This SEPP contains planning provisions:

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

### **State Environmental Planning Policy (Industry and Employment) 2021**

This SEPP contains planning provisions:

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

### **State Environmental Planning Policy (Resources and Energy) 2021**

This SEPP contains planning provisions:

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

### **State Environmental Planning Policy (Precincts—Eastern Harbour City) 2021**

This SEPP contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area. The precincts in this SEPP are located in the Eastern Harbour City. This city is based the strategic planning vision of the ‘three cities’ regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

### **State Environmental Planning Policy (Sustainable Buildings) 2022**

Encourages the design and delivery of more sustainable buildings across NSW. It sets sustainability standards for residential and non-residential development and starts the process of measuring and reporting on the embodied emissions of construction materials.

The standards for energy use that apply to large commercial development contained in the SEPP do not apply to land in the City of Sydney LGA except to the extent the development relates to prescribed serviced apartments.

**OTHER MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 2 -  
E. P. & A. REGULATION, 2021. SECTIONS (3) - (22)**

**(3) Contribution plans**

The following Contributions Plans apply to properties within the City of Sydney local government area. Contributions plans marked **YES** may apply to this property:

▪ Central Sydney Development Contributions Plan 2020 – in operation 26 <sup>th</sup> November 2021	<b>NO</b>
▪ City of Sydney Development Contributions Plan 2015 – in operation 1 <sup>st</sup> July 2016	<b>YES</b>
▪ Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16 <sup>th</sup> May 2007	<b>NO</b>

**Notes:**

- An affordable housing contribution may be payable as part of a development application or planning proposal under The City of Sydney Affordable Housing Program (Program) – in operation 1<sup>st</sup> July 2021.
- The subject land is within the Greater Sydney region to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies. Housing and Productivity Contributions may be payable to the NSW Government for certain new development. Details of these contributions are available here: <https://www.planning.nsw.gov.au/policy-and-legislation/infrastructure/infrastructure-funding/improving-the-infrastructure-contributions-system#housing-and-productivity-contribution>. Inquiries can be directed to the NSW Government through this email address: [hpc.enquiry@planning.nsw.gov.au](mailto:hpc.enquiry@planning.nsw.gov.au)

**(4) Complying Development**

- (1) If the land is land on which complying development may be carried out under each of the complying development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. because of that Policy, clause 1.17A (1) (c) to (e), (2), (3) or (4), 1.18(1)(c3) or 1.19.
- (2) If complying development may not be carried out on that land because of 1 of those clauses, the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council

does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

**Note: If any restrictions apply to this land, or to part of this land, which may preclude the carrying out of complying development. Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.**

Clause 1.12 does not apply to the land in the City of Sydney LGA

### **Housing Code & Commercial and Industrial (New Buildings and Additions) Code and Low Rise Housing Diversity Code**

Complying development **may not** be carried out on the land under the Housing Code, the Commercial and Industrial (New Buildings and Additions) Code and the Low Rise Housing Diversity Code if because of the provisions of clause 1.17A, 1.18(1)(c3) & 1.19 (Land-based requirements for exempt and complying development) any of the following statements are **YES**.

▪ Clause 1.19(5)d. Land that is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997. (Applies only to the Commercial and Industrial (New Buildings and Additions) Code.	NO
▪ Clause 1.17A(d). Has been identified as a property that comprises, or on which there is, an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> or that is subject to an interim heritage order under the <i>Heritage Act 1977</i> .	NO
▪ Clause 1.17A(d) & 1.18(1)(c3). Has been identified as a property that comprises, or on which there is, a heritage item or draft heritage item.	NO
▪ Clause 1.17A(c). Has been identified as being within a wilderness area (identified under the <i>Wilderness Act 1987</i> .	NO
▪ Clause 1.17A(e) & 1.19(1)e or 1.19(5)f. Has been identified as land that is within an environmentally sensitive area or by an environmental planning instrument as being within a buffer area, a river front area, an ecologically sensitive area, environmentally sensitive land or a protected area	NO
▪ Clause 1.19(1)a.or 1.19(5)a Has been identified as being within a heritage conservation area or a draft heritage conservation area.	NO

▪ Clause 1.19(1)b or 1.19(5)b. Has been identified as being land that is reserved for a public purpose in an environmental planning instrument.	<b>NO</b>
▪ Clause 1.19(1)c or 1.19(5)c. Has been identified as being on an Acid Sulfate Soils Map as being Class 1 or Class 2.	<b>NO</b>
▪ Clause 1.19(1)d or 1.19(5)e. Has been identified as land that is subject to a biobanking agreement under part 7A of the threatened Species Conservation Act 1995 or a property vegetation plan under the Native Vegetation Act 2003.	<b>NO</b>
▪ Clause 1.19(1)f or 1.19(5)g. Has been identified by an environmental planning instrument, a development control plan or a policy adopted by the Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.	<b>NO</b>
▪ Clause 1.19(1)g or 1.19(5)h. Has been identified as being land in a foreshore area.	<b>NO</b>
▪ Clause 1.19(1)h. Has been identified as land that is in the 25 ANEF contour or a higher ANEF contour. (Applies to the Housing Code & Low Rise Housing Diversity Code)	<b>NO</b>
▪ Clause 1.19(1)j or 1.19(5)i. Has been identified as unsewered land within a drinking water catchment.	<b>NO</b>
▪ Clause 1.19(1)i. Has been identified as land that is declared to be a special area under the Sydney Water Catchment Management Act 1998.	<b>NO</b>

### **Housing Internal Alterations Code**

Complying development under the Housing Alterations Code **may** be carried out on the land.

### **Commercial and Industrial Alterations Code**

Complying development under the Commercial and Industrial Alterations Code **may** be carried out on the land.

### **Subdivisions Code**

Complying development under the Subdivisions Code **may** be carried out on the land.

### **Rural Housing Code**

The Rural Housing Code does not apply to this Local Government Area.



## General Development Code

Complying development under the General Development Code **may** be carried out on the land.

## Demolition Code

Complying development under the Demolition Code **may** be carried out on the land.

### (5) Exempt Development

- (1) If the land is land on which exempt development may be carried out under each of the exempt development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1)(b1)-(d) or 1.16A.
- (2) If exempt development may not be carried out on that land because of 1 of those clauses, the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

**Note: If any restrictions apply to this land, or to part of this land, which may preclude the carrying out of exempt development. Council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.**

Clause 1.12 does not apply to the land in the City of Sydney LGA

## All Exempt and Complying Development Codes

Exempt development under each of the exempt development codes **may** be carried out on the land.

#### (6) Affected building notices and building product rectification orders

(1)

- (a) The land to which the certificate relates is not subject to any affected building notice of which Council is aware.
- (b) The land to which the certificate relates is not subject to any building product rectification order of which Council is aware and has not been fully complied with.
- (c) The land to which the certificate relates is not subject to any notice of intention to make a building product rectification order of which Council is aware and is outstanding.

(2) In this section:

affected building notice has the same meaning as in Part 4 of the [Building Products \(Safety\) Act 2017](#).

building product rectification order has the same meaning as in the [Building Products \(Safety\) Act 2017](#).

#### (7) Land reserved for acquisition

No environmental planning instrument, or proposed environmental planning instrument applying to the land, provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

#### (8) Road Widening and/or Road Realignment affected by (a) Division 2 of Part 3 of the Roads act 1993 or (c) any resolution of council or other authority.

This land **is not** affected by road widening and/or road realignment under section 25 of the Roads Act, 1993 and/or resolution of Council or any other authority.

#### (8) Road Widening and/or Road Realignment Affected by (b) any environmental planning instrument.

This land **is not** affected by any road widening or road realignment under any planning instrument.

#### (9) Flood related development controls information.

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

Property is within the flood planning area	<b>NO</b>
Property is outside the flood planning area	<b>YES</b>

Property is within a buffer zone	<b>NO</b>

- (2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

Property is between the flood planning area and probable maximum flood.	<b>YES</b>
Property is outside the flood planning area and probable maximum flood	<b>NO</b>
Property is within a buffer zone	<b>NO</b>

- (3) In this section

**flood planning area** has the same meaning as in the Floodplain Development Manual.

**Floodplain Development Manual** means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

**probable maximum flood** has the same meaning as in the Floodplain Development Manual.

(10) Council and other public authorities policies on hazard risk restrictions:

- (a) The land **is not** affected by a policy adopted by the Council that that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk; and
- (b) The land **is not** affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to on planning certificate issued by Council, that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk.

(11) Bush fire prone land

The land has not been identified as Bush fire prone land.

(12) Loose-fill asbestos insulation

Not Applicable.

(13) Mine Subsidence District

This land has not been proclaimed to be a mine subsidence district within the meaning of section 15 of the mine subsidence compensation act, 2017.

(14) Paper subdivision information

Not Applicable.

(15) Property vegetation plans

Not Applicable.

(16) Biodiversity Stewardship sites

Not Applicable.

(17) Biodiversity certified land

The land has not been certified as biodiversity certified land.

(18) Orders under Trees (Disputes Between Neighbours) Act 2006

Council has not been notified of an order which has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

(19) Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

The owner (or any previous owner) of the land has not consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

**Note.** “Existing coastal protection works” are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before 1 January 2011.

(20) Western Sydney Aerotropolis

Not Applicable.

(21) Development consent conditions for seniors housing

[State Environmental Planning Policy \(Housing\) 2021](#), Chapter 3, Part 5 does *not* apply to the land to which the certificate relates.

(22) Site compatibility certificates and development consent conditions for affordable rental housing

- (1) The land to which the certificate relates is not subject to a current site compatibility certificate under [State Environmental Planning Policy \(Housing\) 2021](#), and is not subject to a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land.
- (2) [State Environmental Planning Policy \(Housing\) 2021](#), Chapter 2, Part 2, Division 1 or 5 does not apply to the land which the certificate relates.
- (3) The land to which the certificate relates is not subject to any conditions of development consent in relation to land of a kind referred to in [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#), clause 17(1) or 38(1).

- (4) In this section:

**former site compatibility certificate** means a site compatibility certificate issued under [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#).

**Note.** The following matters are prescribed by section 59 (2) of the [Contaminated Land Management Act 1997](#) as additional matters to be specified in a planning certificate:

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

*Information provided in accordance with planning certificate section 10.7 (2) has been taken from council's records and advice from other authorities but council disclaims all liability for any omission or inaccuracy in the information. Specific inquiry should be made where doubt exists.*

***For information regarding outstanding notices and orders a CERTIFICATE FOR OUTSTANDING NOTICES OF INTENTION AND/OR AN ORDER may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning and Assessment Act and Section 735A of the Local Government Act. Planning certificate section 10.7 (2), local planning controls are available are available online at [www.cityofsydney.nsw.gov.au](http://www.cityofsydney.nsw.gov.au)***

**General Enquiries:  
Telephone: 02 9265 9333**

**Town Hall House**

Level 2  
Town Hall House  
456 Kent Street  
Sydney

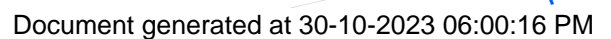
8am – 6pm Monday - Friday

*State planning controls are available online at [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au)*

*Where planning certificate section 10.7 (5) matters are supplied, complete details are available by writing to:*

*Chief Executive Officer  
City of Sydney  
G.P.O. Box 1591  
Sydney NSW 2000*

End of Document



## Page 1

# Asset Information

## Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

### Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.



## Pipe Types

<b>ABS</b>	Acrylonitrile Butadiene Styrene	<b>AC</b>	Asbestos Cement
<b>BRICK</b>	Brick	<b>CI</b>	Cast Iron
<b>CICL</b>	Cast Iron Cement Lined	<b>CONC</b>	Concrete
<b>COPPER</b>	Copper	<b>DI</b>	Ductile Iron
<b>DICL</b>	Ductile Iron Cement (mortar) Lined	<b>DIPL</b>	Ductile Iron Polymeric Lined
<b>EW</b>	Earthenware	<b>FIBG</b>	Fibreglass
<b>FL BAR</b>	Forged Locking Bar	<b>GI</b>	Galvanised Iron
<b>GRP</b>	Glass Reinforced Plastics	<b>HDPE</b>	High Density Polyethylene
<b>MS</b>	Mild Steel	<b>MSCL</b>	Mild Steel Cement Lined
<b>PE</b>	Polyethylene	<b>PC</b>	Polymer Concrete
<b>PP</b>	Polypropylene	<b>PVC</b>	Polyvinylchloride
<b>PVC - M</b>	Polyvinylchloride, Modified	<b>PVC - O</b>	Polyvinylchloride, Oriented
<b>PVC - U</b>	Polyvinylchloride, Unplasticised	<b>RC</b>	Reinforced Concrete
<b>RC-PL</b>	Reinforced Concrete Plastics Lined	<b>S</b>	Steel
<b>SCL</b>	Steel Cement (mortar) Lined	<b>SCL IBL</b>	Steel Cement Lined Internal Bitumen Lined
<b>SGW</b>	Salt Glazed Ware	<b>SPL</b>	Steel Polymeric Lined
<b>SS</b>	Stainless Steel	<b>STONE</b>	Stone
<b>VC</b>	Vitrified Clay	<b>WI</b>	Wrought Iron
<b>WS</b>	Woodstave		

## Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

**For general enquiries please call the Customer Contact Centre on 132 092**

**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

### Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

30 October 2023

**Infotrack Pty Limited**

**Reference number: 8002915302**

**Property address: U R402/1 Retreat St Alexandria NSW 2015**

## **Sewer service diagram is not available**

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

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

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

Yours sincerely

A handwritten signature in black ink that reads "J Gray". The signature is fluid and cursive, with the first letters of the first and last names being capitalized.

Jodie Gray  
Manager Customer Accounts