



NOVA

NOVA Apartments
Strata Plan SP 69174
BY-LAWS



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SP69174

By-laws for Nova

AMENDED

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1 Dictionary

1.1 Meaning of words

Words in italics are defined terms. Defined terms (in any form) mean:

- building works* works, alterations, additions, damage, removal, repairs or replacement of:
- (a) *common property* structures, including the *common property* walls, floor and ceiling enclosing your *lot*. *Common property* walls include windows and doors in those walls;
 - (b) the structure of your *lot*;
 - (c) the internal walls inside your *lot* (eg a wall dividing two rooms in your *lot*);
 - (d) *common property* services; or
 - (e) services in *Nova*, whether or not they are for the exclusive use of your *lot*.

Building works include altering or removing an *inter-tenancy wall* according to by-law 17. *Building works* exclude:

- (a) minor fit out works inside a *lot*; and
- (b) works or alterations to the interior of *common property* walls enclosing a *lot* (eg hanging pictures or attaching items to those walls).

- carspace*
- (a) a carspace that forms part of a *lot*; and
 - (b) a *carparking spot*.

carparking spot a car space in *common property* which is the subject of an *exclusive use by-law*.

The *carparking spots* are shown in the *strata plan*. There are 14 *carparking spots* in *Nova*. These are identified in the *strata plan* for *Nova* as V1 to V7 (inclusive), V12 to V18 (inclusive) and V20.

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See by-law 24 for more information.

- common property*
- (a) common property in *Nova*; and
 - (b) personal property of the *owners corporation*.

developer Waltcorp Projects Pty Limited (ACN 093 199 387) and its assigns.

executive committee the executive committee of the *owners corporation*.

exclusive use by-laws by-laws granting *owners* exclusive use and special privilege rights over *common property* according to division 4, chapter 2 in part 5 of the *Management Act*.

external airconditioning motor unit an external airconditioning motor unit for a split system airconditioning system.

- garbage room*
- (a) the garbage rooms located in *common property* which are used by *owners* and *occupiers* in *Nova*; and
 - (b) the equipment and machinery placed or installed in the *garbage room* by the *owners corporation* or when the strata plan for *Nova* was registered.

The location of the *garbage room* is shown on sheet 4 of the strata plan for *Nova* as "garbage 1" and "garbage 2". See by-law 15 for more information.

government agency a governmental or semi-governmental administrative, fiscal or judicial department or entity.

hatch the hatch that forms part of the *common property* roof of the building for *Nova* which is:

- (a) above *lot 42*; and
- (b) shown on the *location plan* as "HATCH"; and
- (c) the subject of an *exclusive use by-law*.

See by-law 27 for more information.

inter-tenancy wall a *common property* wall between two *lots*. See by-law 17 about making alterations to or removing

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inter-tenancy walls.

*internal
airconditioning motor
unit*

the internal airconditioning motor unit for a split system airconditioning system.

location plan

the location plan on pages 34 to 36 of the by-laws.

lot

a lot in *Nova* and includes any part of a lot intended to be used as a storage space and *carspace*.

Management Act

Strata Schemes Management Act 1996 (NSW).

marketing activities

marketing activities in connection with the sale or lease of property in *Nova* or any other development carried out by the *developer* (or an associated entity of the *developer*) within Victoria Park in Zetland, Sydney.

Nova

strata plan no. 69174.

occupier

the occupier, lessee or licensee of a *lot*.

owner

- (a) the owner for the time being of a *lot*;
- (b) if a *lot* is subdivided or resubdivided, the *owners* for the time being of the new lots;
- (c) for an *exclusive use by-law*, the owner(s) of the *lot(s)* benefiting from the by-law; and
- (d) a mortgagee in possession of a *lot*.

owners corporation

The Owners - Strata Plan No. 69174.

Roof Area A

that part of the *common property* roof of the building for *Nova* which is:

- (a) above *lot 42*; and
- (b) the area hatched and shown on the *location plan* as "Metal Frame" and also indicated by the symbol "(Z)"; and
- (c) the subject of an *exclusive use by-law*.

See by-law 25 for more information.

Roof Area B

that part of the *common property* roof of the building for *Nova* which is:

- (a) adjacent to the southern wall of *lot 67*; and

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- (b) the area cross-hatched and shown on the *location plan* as "Metal Frame (Y)"; and
- (c) the subject of an *exclusive use by-law*.

See by-law 26 for more information.

rules rules made by the *owners corporation* according to by-law 29.

security key a key, magnetic card or other device or information used in *Nova* to open and close doors, gates or locks or to operate alarms, security systems or communication systems. See by-law 22 for more information.

storage space a storage space in *common property* which is the subject of an *exclusive use by-law*.

The *storage spaces* are shown in the *strata plan*. There are 15 *storage spaces* in *Nova*. These are identified in the strata plan for *Nova* as S1 to S15.

See by-law 23 for more information.

strata manager the person appointed by the *owners corporation* as its strata managing agent under section 27 of the *Management Act*. If the *owners corporation* does not appoint a strata managing agent, *strata manager* means the secretary of the *owners corporation*.

1.2 Interpreting the by-laws

Headings do not affect the interpretation of the by-laws.

In the *by-laws* a reference to:

- (a) words that this by-law does not explain have the same meaning as they do in the *Management Act*;
- (b) you means an *owner* or *occupier* of a *lot*;
- (c) by-laws means the by-laws under the *Management Act* which are in force for *Nova*;
- (d) a thing includes the whole or each part of it;
- (e) a document includes any variation or replacement of it;
- (f) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;

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- (g) a person includes an individual, a firm, a body corporate, an incorporated association or an authority;
- (h) a third party includes a person who is not an *owner*;
- (i) a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns; and
- (j) the singular includes the plural and vice versa.

2 About the by-laws

2.1 Purpose of the by-laws

The by-laws regulate the day to day management and operation of *Nova*. They are an essential document for the *owners corporation* and everyone who owns or occupies a *lot* in *Nova*.

The by-laws are designed to maintain the quality of *Nova*. They operate to enhance everyone's use and enjoyment of their *lot* and the *common property*.

2.2 Who must comply with the by-laws?

Owners and *occupiers* must comply with the by-laws.

The *owners corporation* must comply with the by-laws.

3 Exclusive use by-laws

3.1 Purpose of the exclusive use by-law

To more fairly apportion the costs for maintaining, repairing and replacing *common property*, the *exclusive use by-laws* make *owners* responsible for the *common property* which they exclusively use or have the benefit of.

3.2 How to change an exclusive use by-law

The *owners corporation* may amend or cancel an *exclusive use by-law* only by special resolution and with the written consent of the *owner* of each *lot* which benefits from the *exclusive use by-law*.

3.3 Occupiers may exercise rights

The *owner* of each *lot* which 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*. However, the *owner* remains responsible to the *owners corporation* and, where appropriate, *government agencies* to comply with the obligations of the *owner* under the *exclusive use by-law*.

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3.4 Repairing damage

The *owner* of a *lot* which has the benefit of an *exclusive use by-law* must repair damage caused by exercising rights under the *exclusive use by-law* to *common property* or the property of another *owner* or *occupier*.

3.5 Indemnities

The *owner* of each *lot* which has the benefit of an *exclusive use by-law* indemnifies the *owners corporation* against all claims and liability caused by exercising rights under the *exclusive use by-law*.

3.6 Additional insurances

In addition to their obligations under by-law 20, the *owner* of each *lot* which has the benefit of an *exclusive use by-law* must reimburse the *owners corporation* for any increased premium for an insurance policy of the *owners corporation* caused as a result of the exercise of the *owner's* rights under the by-law.

4 Your behaviour

4.1 What are your general obligations?

You must not:

- (a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of a *lot* or *common property* by another *owner* or *occupier*;
- (b) use language or behave in a way that might offend or embarrass another *owner* or *occupier* or their visitors;
- (c) smoke cigarettes, cigars or pipes while you are on *common property* or in part of a *lot* which is air conditioned or allow smoke from them to enter *common property*;
- (d) obstruct the legal use of *common property* by any person;
- (e) do anything in *Nova* which is illegal; or
- (f) do anything which might damage the good reputation of the *owners corporation* or *Nova*.

4.2 Complying with the law

You must comply on time and at your cost with all laws relating to:

- (a) your *lot*;
- (b) the use of your *lot*; and
- (c) *common property* to which you have a licence, lease or a right to use under an *exclusive use by-law*.

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The things with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of *government agencies*.

5 You are responsible for others

5.1 What are your obligations?

You must:

- (a) take all reasonable actions to ensure your visitors comply with the by-laws;
- (b) make your visitors leave *Nova* if they do not comply with the by-laws;
- (c) take reasonable care about who you invite into *Nova*; and
- (d) accompany your visitors at all times, except when they are entering or leaving *Nova*.

You must not allow another person to do anything that you cannot do under the by-laws.

5.2 Requirements if you lease your lot

If you lease or licence your *lot*, you must:

- (a) ensure that your tenant or licensee and their visitors comply with the by-laws; and
- (b) take all action available to you, including action under the lease or licence agreement, to make them comply or leave *Nova*.

6 Your lot

6.1 What are your general obligations?

You must:

- (a) keep your *lot* clean and tidy and in good repair and condition;
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws which services your *lot* (whether or not you made the installation or alteration);
- (c) notify the *owners corporation* if you change the existing use of your *lot* in a way which may affect insurance policies or premiums for insurances effected by the *owners corporation*. See by-law 20 for important information about increasing and paying for insurance premiums; and
- (d) at your expense, comply with all laws about your *lot* including, without limitation, requirements of *government agencies*.

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6.2 When will you need consent from the owners corporation?

You must have consent from the *owners corporation* to:

- (a) carry out *building works* in your *lot* (see by-law 16 for more information);
- (b) subject to your rights under the by-laws, keep anything in your *lot* that is visible from outside the *lot* and is not in keeping with the appearance of *Nova*;
- (c) store anything in your *carspace* (other than a vehicle);
- (d) enclose your *carspace*;
- (e) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your *lot* if they are visible from outside your *lot* or *Nova*;
- (f) install an intruder alarm with an audible signal; or
- (g) attach or hang an aerial or wires outside your *lot* or *Nova*.

6.3 Floor coverings

You must keep the floors in your *lot* covered or treated to stop the transmission of noise which might unreasonably disturb another *owner* or *occupier*. However, this does not apply to floors in the entrance foyer, kitchen, bathroom, lavatory or laundry of your *lot*.

You must have consent from the *owners corporation* to remove or interfere with floor coverings or treatments in your *lot* that assist to prevent the transmission of noise which might unreasonably disturb another *owner* or *occupier*.

6.4 Window coverings

Window coverings (eg curtains, blinds and louvres) in your *lot* must be a colour and design approved by the *owners corporation*.

6.5 Cleaning windows

You must clean the glass in windows and doors of your *lot* (even if they are *common property*). However, you do not have to clean the glass in windows or doors that you cannot access safely.

The *owners corporation* may resolve to clean the glass in some or all of the windows and doors in *Nova*. If the *owners corporation* resolves to clean glass in your *lot*, you are excused from your obligations under this by-law for the period the *owners corporation* resolves to clean the glass.

6.6 The balcony of your lot

You may keep planter boxes, pot plants, landscaping, occasional furniture and outdoor recreational equipment on the balcony of your *lot* only if:

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- (a) it is a type approved by the *owners corporation*;
- (b) it is of a standard commensurate with the standard of *Nova*;
- (c) it will not (or is not likely to) cause damage; and
- (d) it is not (or is not likely to become) dangerous.

You may also keep a portable barbeque according to by-law 7.

To enable the *owners corporation* to inspect, repair or replace *common property*, the *owners corporation* may require you, at your cost, to temporarily remove and store items from the balcony of your *lot* that are not *common property*.

6.7 Drying your laundry

You must not hang laundry, bedding or other articles on the *balcony* of your *lot* or in an area that is visible from outside your *lot*.

7 Storing and operating a portable barbeque

7.1 Obligations of owners and occupiers

You may store and operate a portable barbeque on the balcony of your *lot* if:

- (a) it is a type approved according to by-law 7.2;
- (b) it will not (or is not likely to) cause damage;
- (c) it is not (or is not likely to become) dangerous;
- (d) it is covered when you are not operating it;
- (e) it is kept clean and tidy; and
- (f) you comply with by-laws 7.2 and 7.3.

7.2 Types of portable barbeques

You may store and operate the following types of portable barbeques on the balcony of your *lot*:

- (a) a covered kettle style portable barbeque;
- (b) a covered gas or electric portable barbeque; and
- (c) any other type of portable barbeque approved by the *owners corporation*.

You may not store or operate a portable barbeque on the balcony of your *lot* if that portable barbeque has no cover.

7.3 Operating a portable barbeque

You may only operate your barbeque during the hours of 9:00 am and 9:00 pm or otherwise during hours approved by the *owners corporation*.

You must not permit smoke, odours or noise associated with the use of a portable barbeque on your *lot* to be emitted on to other lots in *Nova* to the extent which may cause a nuisance to other *owners* and *occupiers* in *Nova*.

8 Keeping an animal

8.1 What animals may you keep?

Subject to this by-law, you may keep:

- (a) goldfish or other similar fish in an indoor aquarium; or
- (b) 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.

8.2 When will you need consent?

Subject to by-law 8.3, you must have consent from the *owners corporation* to keep types or numbers of animals not approved under by-law 8.1.

8.3 When will the owners corporation refuse consent?

The *owners corporation* will not give you consent to keep:

- (a) a medium or large size dog;
- (b) a dog that is vicious, aggressive, noisy or difficult to control;
- (c) a dog that is not registered under the *Companion Animals Act 1998* (NSW); or
- (d) a dangerous dog under the *Companion Animals Act 1998* (NSW).

8.4 Controlling your animal

You must ensure that any animal you keep under this by-law does not wander onto another *lot* or *common property*. If it is necessary to take your animal onto *common property* (eg to transport if out of *Nova*), you must restrain it (eg by leash or pet cage) and control it at all times.

8.5 Conditions for keeping an animal

The *owners corporation* has the right at any time to order you to remove your animal if:

- (a) it becomes offensive, vicious, aggressive, noisy or a nuisance;
- (b) you do not comply with your obligations under this by-law;

- (c) you breach a condition made by the *owners corporation* when it gave you consent to keep the animal; or
- (d) if you keep a dog, your dog is a dangerous dog or is not registered under the *Companion Animals Act 1998* (NSW).

The *owners corporation* may also impose further conditions if it gives you consent to keep an animal under this by-law 8.

8.6 Your responsibilities

You are responsible:

- (a) to other *owners* and *occupiers* and people using *common property* for:
 - (i) any noise your animal makes which causes unreasonable disturbance; and
 - (ii) damage to or loss of property or injury to any person caused by your animal; and
- (b) to clean up after your animal.

8.7 Your visitors

You must not allow your visitors to bring animals into *Nova* unless they are a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability if your visitor needs the dog or other animal because of a visual disability, a hearing disability or any other disability..

9 Erecting a sign

9.1 What are your obligations?

Subject to this by-law and by-law 28 ("Special privilege for marketing activities"), you must have consent from the *owners corporation* to erect a sign:

- (a) in your *lot* that is visible from outside your *lot*; or
- (b) on *common property*.

9.2 The developer

While the *developer* is an owner, the *developer* does not need consent from the *owners corporation* to erect and display "For Sale" or "For Lease" signs in a *lot* or on *common property*.

10 Fire control

10.1 What are your obligations?

You may keep flammable materials in your *lot* only if you:

- (a) use them in connection with the lawful use of your *lot*; and
- (b) keep them in reasonable quantities according to the guidelines of *government agencies*.

You and the *owners corporation* must comply with laws about fire control.

10.2 Restrictions about fire safety

You must not:

- (a) keep flammable materials on *common property*;
- (b) interfere with fire safety equipment;
- (c) obstruct fire stairs or fire escapes; or
- (d) keep flammable materials in your *carspace*.

11 Moving and delivering furniture and goods

11.1 Moving in

You must make arrangements with the *owners corporation* at least 48 hours before you move in to or out of *Nova* or move large articles (eg furniture) through *common property*.

11.2 What are your obligations?

When you take deliveries or move furniture or goods through *Nova*, you must:

- (a) comply with the reasonable requirements of the *owners corporation*, including requirements to fit an apron cover to the *common property* lift;
- (b) repair any damage you (or the person making the delivery) cause to *common property*; and
- (c) if you (or the person making the delivery) spill anything onto *common property*, immediately remove the item and clean that part of the *common property*.

11.3 Rules

The *owners corporation* may make *rules* to control the delivery of furniture and goods in *Nova* and, in particular, the use of the *common property* lift for this purpose by *owners* and *occupiers*.

12 Parking on Common Property

By Resolution passed on 11 August 2003 in accordance with the provisions of Section 47 of the *Strata Schemes Management Act 1996* this By Law has been REPEALED and replaced by Special By Laws 4, 5 and 6.

Copy of Change of By Law is attached to this document at Annexure A.

13 Controlling traffic in Common Property

In addition to its powers under the *Management Act*, the *owners corporation* has the power to:

- (a) impose a speed limit for traffic in *common property*;
- (b) impose reasonable restrictions on the use of *common property* driveways and parking areas;
- (c) install speed humps and other traffic control devices in *common property*;
- (d) install signs about parking; and
- (e) install signs to control traffic in *common property* and, in particular, traffic entering and leaving *Nova*.

14 How to dispose of your garbage

14.1 Making rules

The *owners corporation* may make *rules* about the storage and removal of garbage from *Nova*.

14.2 Requirements for lots

You must dispose of your garbage and recyclable materials according to this by-law and by-law 15.

14.3 General obligations

Subject to the by-laws, you must not deposit or leave garbage or recyclable materials:

- (a) on *common property*;
- (b) in an area of your *lot* which is visible from outside you *lot*;
- (c) in the storage space that forms part of your *lot*; or
- (d) in your *carspace*.

If you spill garbage on *common property*, you must immediately remove that rubbish and clean that part of *common property*.

15 Garbage disposal and the garbage room

15.1 What are the obligations of owners and occupiers?

You must:

- (a) place your household garbage in the garbage receptacle in the *garbage room* designated by the *owners corporation* for that purpose:

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- (b) drain and securely wrap your household garbage before you place it in the *garbage room*;
- (c) leave your other garbage and recyclable materials in the area or receptacle in the *garbage room* designated by the *owners corporation* for that purpose;
- (d) recycle your garbage according to instructions from the *owners corporation* and South Sydney Council;
- (e) drain and clean bottles and make sure they are not broken before you place them in the *garbage room*; and
- (f) contact the *owners corporation* to remove (at your cost) their large articles of garbage, recyclable materials, liquids or other articles that South Sydney Council will not remove as part of its normal garbage collection service.

15.2 Maintaining the garbage room

The *owners corporation* must:

- (a) regularly clean, maintain, repair and, where necessary, replace the *garbage room*;
- (b) make available for collection by South Sydney Council household garbage and recyclable materials placed in the *garbage room*; and
- (c) arrange for the removal from the *garbage room* of large articles of garbage, recyclable materials, liquids or other articles that South Sydney Council will not remove as part of its normal garbage collection services (at the cost of the relevant *owner*).

15.3 Additional rights and obligations of the owners corporation

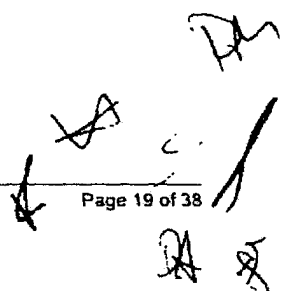
The *owners corporation* may:

- (a) restrict access to the *garbage room* by *security key* according to by-law 21. The *owners corporation* must provide owners and occupiers with a *security key* for the *garbage room* according to by-law 22; and
- (b) make *rules* about using the *garbage room* and the storage and disposal of garbage and recyclable materials from *lots*.

16 Carrying out building works

16.1 When do you need consent?

Subject to the by-laws, you must have consent from the *owners corporation* to carry out *building works*.



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16.2 When is consent not necessary?

You do not need consent from the *owners corporation* under this by-law to:

- (a) if you are the *developer*, erect a "For Sale" or "For Lease" sign according to by-law 9;
- (b) alter or remove an *inter-tenancy wall* according to by-law 17; or
- (c) carry out *building works* which you are entitled to carry out under an *exclusive use by-law*.

However, you must comply with by-laws 16.3 to 16.5 when you erect the sign or carry out the *building works*.

16.3 Procedures before you carry out building works

When you carry out *building works*, you must:

- (a) obtain necessary consents from the *owners corporation* and *government agencies*;
- (b) find out where service lines and pipes are located;
- (c) obtain consent from the *owners corporation* if you propose to interfere with or interrupt services; and
- (d) if you do not need consent to carry out the *building works*, give the *owners corporation* a written notice describing what you propose to do. You must give the notice at least 14 days before you start the *building works*.

16.4 Procedures when you carry out building works

If you carry out *building works*, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the *owners corporation*;
- (b) carry out the *building works* in a proper manner and to the reasonable satisfaction of the *owners corporation*; and
- (c) repair any damage you (or persons carrying out the *building works* for you) cause to *common property* or the property of another *owner* or *occupier*.

16.5 Making arrangements with the owners corporation

Before you carry out *building works* (including *building works* for which you do not require consent from the *owners corporation*), you must:

- (a) arrange with the *owners corporation* a suitable time and means by which to access *Nova* for purposes associated with those *building works*;

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- (b) comply with the reasonable requirements of the *owners corporation* about the time and means by which you must access *Nova*; and
- (c) ensure that contractors and any persons involved in carrying out the *building works* comply with the reasonable requirements of the *owners corporation* about the times and means by which they must access *Nova*.

17 Inter-tenancy walls

17.1 When may you alter or remove an inter-tenancy wall?

You may alter or remove an *inter-tenancy wall* if:

- (a) you own the *lots* separated by the *inter-tenancy wall* or you have the consent of the owner of the adjoining *lot*;
- (b) it is not a structural wall;
- (c) before you carry out the work, you provide the *owners corporation* with a certificate from a qualified structural engineer reasonably acceptable to the *owners corporation* that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect *common property* or other *lots* (including services to those *lots*); and
- (d) you comply with the procedures in this by-law.

Otherwise, you must have the consent of the *owners corporation* to alter or remove an *inter-tenancy wall*.

17.2 What consents are necessary?

You do not need consent from the *owners corporation* to alter or remove an *inter-tenancy wall* (provided that you comply with the requirements of this by-law). However, you must obtain all necessary consents from *government agencies* before you alter or remove an *inter-tenancy wall*.

17.3 What are the conditions for carrying out the work?

It is a condition of you altering or removing an *inter-tenancy wall* that you:

- (a) carry out the work in the method certified by the structural engineer under by-law 17.1;
- (b) if appropriate, comply with section 14 of the *Strata Schemes (Freehold Development) Act 1973* (NSW) and lodge any necessary building alteration plan with the Registrar-General;
- (c) comply with by-laws 16.3 to 16.5; and
- (d) acknowledge for yourself and future *owners* of your *lot* that the *owners corporation* does not have to reinstate the *inter-tenancy wall*.

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18 Licences

18.1 Powers of the owners corporation

In addition to its powers under the *Management Act*, the *owners corporation* has the power to grant licences to *owners* and *occupiers* to use parts of *common property*.

The *owners corporation* may exercise its powers under this by-law only by ordinary resolution at a general meeting.

18.2 What provisions may a licence include?

Licences the *owners corporation* grants under this by-law may include provisions about, but need not be limited to:

- (a) payments under the licence;
- (b) the term of the licence;
- (c) the permitted uses of the licensed areas;
- (d) the maximum number of persons allowed in the licensed area;
- (e) insurances the licensee must effect; and
- (f) cleaning and maintaining the licensed area.

19 Damage to common property

19.1 What are your obligations?

Subject to the by-laws, you must:

- (a) use *common property* equipment only for its intended purpose;
- (b) immediately notify the *owners corporation* if you know about damage to or a defect in *common property*; and
- (c) compensate the *owners corporation* for any damage to *common property* caused by you, your visitors or persons doing work or carrying out *building works* in *Nova* on your behalf.

19.2 When will you need consent from the owners corporation?

Subject to the by-laws, you must have consent from the *owners corporation* to:

- (a) interfere with or damage *common property*;
- (b) remove anything from *common property* that belongs to the *owners corporation*; or
- (c) interfere with the operation of *common property* equipment.

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20 Insurance premiums**20.1 Consent from the owners corporation**

You must have consent from the *owners corporation* to do anything that might invalidate, suspend or increase the premium for an *owners corporation* insurance policy.

20.2 Payments for increased premiums

If the *owners corporation* gives you consent under this by-law, it may make conditions that, without limitation, require you to reimburse the *owners corporation* for any increased premium. If you do not agree with the conditions, the *owners corporation* may refuse its consent.

21 Security at Nova**21.1 Rights and obligations of the owners corporation**

The *owners corporation* must take reasonable steps to:

- (a) stop intruders coming into *Nova*; and
- (b) prevent fires and other hazards.

21.2 Installation of security equipment

In addition to its powers under the *Management Act* and subject to the by-laws, the *owners corporation* has the power to install and operate in *common property* audio and visual security cameras and other audio and visual surveillance equipment for the security of *Nova*.

21.3 Restricting access to common property

In addition to its powers under the *Management Act* and subject to the by-laws, the *owners corporation* has the power to:

- (a) close off or restrict by *security key* access to parts of *common property* that do not give access to a *lot*;
- (b) restrict by *security key* your access to levels in *Nova* where you do not own or occupy a *lot* or have access to according to an *exclusive use* by-law; and
- (c) allow security personnel to use part of *common property* to operate or monitor security of *Nova*. The *owners corporation* may exclude you from using these parts of *common property*.

21.4 What are your obligations?

You must not:

- (a) interfere with security cameras or surveillance equipment; or
- (b) do anything that might prejudice the security or safety of *Nova*.

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You must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

22 Security keys

22.1 Providing owners and occupiers with security keys

Subject to this by-law, the *owners corporation* may give you a *security key* if it restricts access to *common property* under by-law 21.

The *owners corporation* must provide you with at least one *security key* for:

- (a) the *common property* lift;
- (b) the access and exit doors into *Nova* building (eg to the *common property* foyer);
- (c) your level of *Nova*; and
- (d) the carpark level of *Nova*.

22.2 Fees for additional security keys

The *owners corporation* may charge you a fee or bond if you require extra or replacement *security keys* (in addition to those which you are entitled to receive under by-law 22.1).

22.3 Who do security keys belong to?

Security keys belong to the *owners corporation*.

22.4 Managing the security key system

In addition to its powers under the *Management Act*, the *owners corporation* has the power to make agreements with another person to exercise its functions under this by-law and, in particular, to manage the *security key* system. The agreement may have provisions requiring *owners* to pay the other person an administration fee for the provision of *security keys*.

In addition to its powers under the *Management Act*, the *owners corporation* has the power to:

- (a) re-code *security keys*; and
- (b) require you to promptly return your *security keys* to the *owners corporation* to be re-coded.

22.5 What are your obligations?

You must:

- (a) comply with the reasonable instructions of the *owners corporation* about *security keys* and, in particular, instructions about re-coding and returning *security keys*;

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- (b) take all reasonable steps not to lose *security keys*;
- (c) return *security keys* to the *owners corporation* if you do not need them or if you are no longer an *owner* or *occupier*; and
- (d) notify the *owners corporation* immediately if you lose a *security key*.

You must not:

- (a) copy a *security key*; or
- (b) give a *security key* to someone who is not an *owner* or *occupier*.

22.6 Procedures if you lease your lot

If you lease or licence your *lot*, you must include a requirement in the lease or licence that the *occupier* return *security keys* to the *owners corporation* when they no longer occupy a *lot* in *Nova*.

23 Exclusive use of storage spaces

23.1 Exclusive use by-law

This is an *exclusive use by-law*. The *owners corporation* may amend or cancel it only by special resolution and with the written consent of the *owners* of the *lots* listed in column 1 in by-law 23.2.

By-laws 3.2 to 3.6 apply to this *exclusive use by-law*.

23.2 Exclusive use rights

The *owners* of the *lots* in column 1 have exclusive use of the *storage spaces* in column 2 adjacent to their lot numbers.

Column 1	Column 2
Lot 82	S1
Lot 40	S2
Lot 105	S3
Lot 33	S4
Lot 37	S5
Lot 71	S6
Lot 5	S7
Lot 55	S8

23.2 Exclusive Use of Rights (storage spaces)

By Resolution passed on 23 July 2003 in accordance with the provisions of Section 52 of the *Strata Schemes Management Act 1996* Special By Law 2 has amended By Law 23.2.

"Lot 40" in the second row of Column 1 is replaced with "Lot 42".

Copy of change of By Law is attached to this document at Annexure A.

Lot 35	S9
Lot 3	S10
Lot 11	S11
Lot 34	S12
Lot 41	S13
Lot 67	S14
Lot 51	S15

23.3 Rights of the owners

Owners may only use their storage space for any lawful use.

23.4 Obligations of the owners

Owners must:

- (a) keep their *storage space* clean and tidy at all times;
- (b) comply with by-law 22 if the owners corporation provides them with a *security key* for their *storage space*;
- (c) maintain and repair their *storage space*;
- (d) jointly with the owner of an adjoining *storage space*, maintain and repair the dividing wire mesh separating their respective *storage spaces*; and
- (e) give the *owners corporation* access to their *storage space* if the *owners corporation* needs to comply with its obligations under the by-laws or the *Management Act*.

23.5 Things owners must not do

Owners must not:

- (a) use their *storage space* for any unlawful use;
- (b) keep flammable materials in their *storage space*; or
- (c) deposit or leave garbage or recyclable materials in their *storage space*.

23.6 Obligations of the owners corporation

The *owners corporation* must make structural repairs to and replace the *storage spaces* (including the dividing wire mesh separating 2 *storage spaces*).

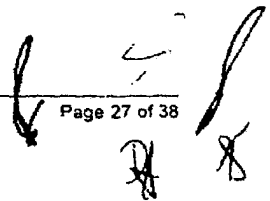
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24 Exclusive use of carparking spots

By Resolution passed on 16 March 2005 in accordance with the provisions of Section 47 of the *Strata Schemes Management Act 1996* this By Law has been REPEALED and replaced by Special By Law 3

Copy of change of By Law is attached to this document at Annexure A.

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24.4 Obligations of the owners

Owners must:

- (a) keep their *carparking spot* clean and tidy at all times;
- (b) maintain and repair their *carparking spot*;
- (c) give the *owners corporation* access to their *carparking spot* if the *owners corporation* needs to comply with its obligations under the by-laws or the *Management Act*.

24.5 Things owners must not do

Owners must not:

- (a) use their *carparking spot* for any unlawful use;
- (b) keep flammable materials in their *carparking spot*; or
- (c) deposit or leave garbage or recyclable materials in their *carparking spot*.

24.6 Obligations of the owners corporation

The *owners corporation* must make structural repairs to and replace the *carparking spots*.

25 Exclusive use of Roof Area A

25.1 Exclusive use by-law

This is an *exclusive use by-law*. The *owners corporation* may amend or cancel it only by special resolution and with the written consent of the *owner of lot 42*.

By-laws 3.2 to 3.6 apply to this *exclusive use by-law*.

25.2 Exclusive use rights

The *owner of lot 42* has:

- (a) exclusive use of *Roof Area A*; and
- (b) the special privilege to install and keep:
 - (i) their *external airconditioning motor unit* on *Roof Area A*; and
 - (ii) ducts, pipes, wires and cabling (used to connect to the *internal airconditioning motor unit* and the *external airconditioning motor unit*) through that part of the *common property wall* nominated by the *owners corporation*

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to connect to their *internal airconditioning motor unit* in lot 42.

25.3 Interpreting this by-law

In this *exclusive use by-law*, "you" means the *owner of lot 42*.

25.4 What are your obligations?

You must, at your cost:

- (a) maintain and repair *Roof Area A*; and
- (b) use contractors approved by the *owners corporation* to maintain and repair *Roof Area A*; and
- (c) comply with the requirements of *government agencies* about air conditioning services.
- (d) give the *owners corporation* access to *Roof Area A* if the *owners corporation* needs to comply with its obligations under the by-laws or the *Management Act*.

25.5 Obligations of the owners corporation

The *owners corporation* must make structural repairs to and replace *Roof Area A*.

26 Exclusive use of Roof Area B

26.1 Exclusive use by-law

This is an *exclusive use by-law*. The *owners corporation* may amend or cancel it only by special resolution and with the written consent of the *owner of lot 67*.

By-laws 3.2 to 3.6 apply to this *exclusive use by-law*.

26.2 Exclusive use rights

The *owner of lot 67* has:

- (a) exclusive use of *Roof Area B*; and
- (b) the special privilege to install and keep:
 - (i) their *external airconditioning motor unit* on *Roof Area B*; and
 - (ii) ducts, pipes, wires and cabling (used to connect to the *internal airconditioning motor unit* and the *external airconditioning motor unit*) through that part of the *common property wall* nominated by the *owners corporation*

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to connect to their *internal airconditioning motor unit* in lot 67.

26.3 Interpreting this by-law

In this *exclusive use by-law*, "you" means the owner of lot 67.

26.4 What are your obligations?

You must, at your cost:

- (a) maintain and repair *Roof Area B*; and
- (b) use contractors approved by the *owners corporation* to maintain and repair *Roof Area B*; and
- (c) comply with the requirements of *government agencies* about air conditioning services.
- (d) give the *owners corporation* access to *Roof Area B* if the *owners corporation* needs to comply with its obligations under the by-laws or the *Management Act*.

26.5 Obligations of the owners corporation

The *owners corporation* must make structural repairs to and replace *Roof Area B*.

27 Exclusive use of the hatch

27.1 Exclusive use by-law

This is an *exclusive use by-law*. The *owners corporation* may amend or cancel it only by special resolution and with the written consent of the *owner* of lot 42.

By-laws 3.2 to 3.6 apply to this *exclusive use by-law*.

27.2 Exclusive use rights

The *owner* of lot 42 has:

- (a) exclusive use of the *hatch*; and
- (b) the special privilege to access the roof of the building for *Nova* from lot 42 and through the *hatch* to exercise their rights and obligations in by-law 25.

27.3 Interpreting this by-law

In this *exclusive use by-law*, "you" means the owner of lot 42.

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27.4 What are your obligations?

You must, at your cost:

- (a) maintain and repair the *hatch*; and
- (b) keep the *hatch* locked and properly sealed when you do not require access through it; and
- (c) give the *owners corporation* access to the *hatch* if the *owners corporation* needs to comply with its obligations under the by-laws or the *Management Act*.

27.5 Obligations of the owners corporation

If the *hatch* needs to be replaced, the *owners corporation* must replace it at your cost.

28 Special privilege for marketing activities

28.1 Exclusive use by-law

This is an *exclusive use by-law*. The *owners corporation* may amend or cancel it only by special resolution and with the written consent of the *owner of lot 48* (while that owner is the *developer* or one of the *developer's* associated entities).

By-laws 3.2 to 3.6 apply to this *exclusive use by-law*.

28.2 Special privilege rights

The *owner of lot 48* (while that owner is the *developer* or one of the *developer's* associated entities) has the special privilege to erect "For Lease" or "For Sale" signs (or both):

- (a) on the balcony that forms part of *lot 48* (including the balustrade); and
- (b) within that part of the *common property* open space area below and in front of the balcony that forms part of *lot 48*

in connection with *marketing activities*.

28.3 Interpreting this by-law

In this *exclusive use by-law*, "you" means the *owner of lot 48* (while that owner is the *developer* or one of the *developer's* associated entities).

28.4 What are your obligations?

You must:

- (a) immediately remove the signs if they are not being used in connection with *marketing activities* (at your cost); and

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- (b) promptly comply with any notice, order or requirement of a *government agency* issued in connection with your special privilege rights in by-law 28.2 ("Special privilege rights") (at your cost); and
- (c) give the *owners corporation* access to those parts of the *common property* that are the subject of the special privilege rights in by-law 28.2 ("Special privilege rights") if the *owners corporation* needs to comply with its obligations under the by-laws or the *Management Act*.

28.5 Application of by-law 9.1

You are not required to comply with by-law 9.1 ("What are your obligations?") when exercising your rights under this by-law.

29 Rules

29.1 Powers of the owners corporation

In addition to its powers under the *Management Act*, the *owners corporation* has the power to make *rules* about the security, control, management, operation, use and enjoyment of *Nova* and, in particular, the use of *common property*.

The *owners corporation* may add to or change the *rules* at any time.

29.2 What are your obligations?

You must comply with the *rules*.

29.3 What if a rule is inconsistent with the by-laws?

If a *rule* is inconsistent with the by-laws or the requirements of a *government agency*, the by-laws or requirements of the *government agency* prevail to the extent of the inconsistency.

30 How are consents given?

30.1 Who may give consent?

Unless a by-law states otherwise, consents under the by-laws may be given by:

- (a) the *owners corporation* at a general meeting; or
- (b) the *executive committee* at a meeting of the *executive committee*.

30.2 Conditions

The *owners corporation* or the *executive committee* may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.

30.3 Can consent be revoked?

The *owners corporation* or the *executive committee* may revoke their consent if you do not comply with:

- (a) conditions made by them when they gave you consent: or
- (b) the by-law under which they gave you consent.

31 Failure to comply with by-laws

31.1 Powers of the owners corporation

The powers of the *owners corporation* under this by-law are in addition to those that it has under the *Management Act*.

31.2 What can the owners corporation do?

The *owners corporation* may do anything on your *lot* that you should have done under the *Management Act* or the by-laws but which you have not done or, in the opinion of the *owners corporation*, have not done properly.

The *owners corporation* must give you a written notice specifying when it will enter your *lot* to do the work. You must:

- (a) give the *owners corporation* (or persons authorised by it) access to your *lot* according to the notice and at your cost; and
- (b) pay the *owners corporation* for its costs for doing the work.

The *owners corporation* may recover any money you owe it under the by-laws as a debt.

32 Applications and complaints

You must make any applications and complaints to the *owners corporation* in writing and address them to the *strata manager*.

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By-laws for Nova

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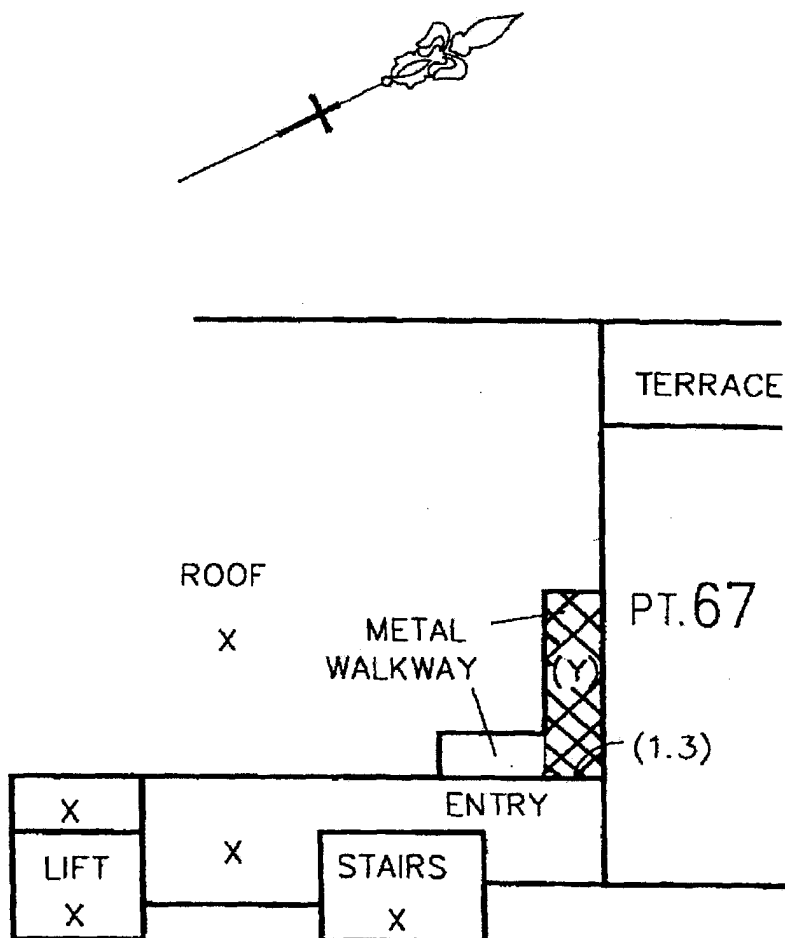
Location plans

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SKETCH SHOWING EXCLUSIVE USE COMMON PROPERTY AREA LEVEL 5 No. 4 GRANDSTAND PDE, ZETLAND



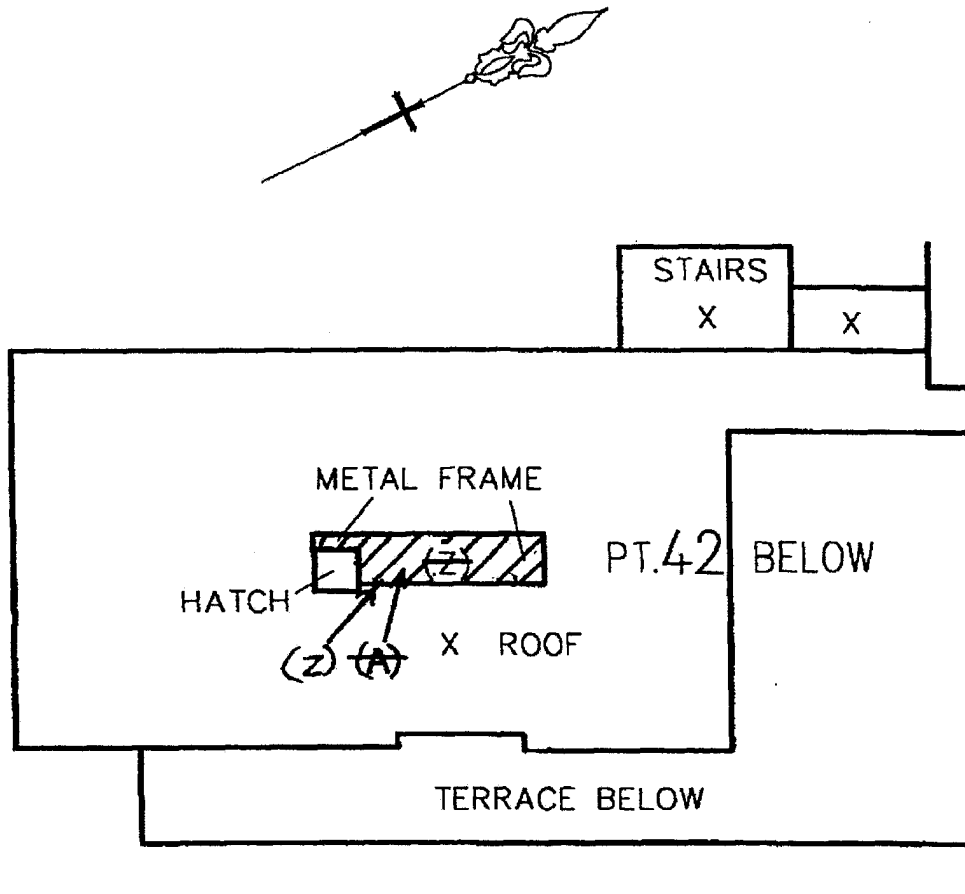
AREA B

(Y) DENOTES EXCLUSIVE USE AREA
(SEE DEFINITIONS SHT 8)

X DENOTES COMMON PROPERTY.

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SKETCH SHOWING EXCLUSIVE USE COMMON PROPERTY AREA ROOF LEVEL No. 4 GRANDSTAND PDE, ZETLAND



AREA A

- (Z) DENOTES EXCLUSIVE USE AREA
(SEE DEFINITIONS SKT. 8)
- X DENOTES COMMON PROPERTY.

By-laws for Nova

Signing page


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DATED:

EXECUTED by WALTCORP)
PROJECTS PTY LIMITED in)
accordance with section 127(1) of the)
Corporations Act 2001 (Cwlth) by)
authority of its directors:)


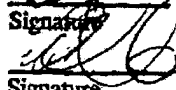

Signature of director)

JERRY MARTIN)
Name of director (block letters))

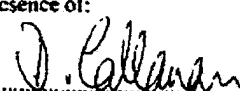

Signature of director/company secretary*
*delete whichever is not applicable
Celia F. Walters
Name of director/company secretary*
(block letters)
*delete whichever is not applicable


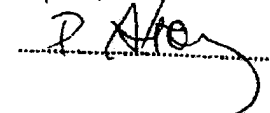
EXECUTED BY CAPITAL FINANCE
AUSTRALIA LIMITED ABN 23 069 663 136
BY ITS DULY APPOINTED ATTORNEYS
BRETT LENNANE
MARK CORBETT
Print Full Names:
PURSUANT TO POWER OF ATTORNEY
BOOK 4288 NO. 968 OF
WHICH THEY HAVE NO NOTICE OF
REVOCAION IN THE PRESENCE OF:

Maree
WITNESS JESHA MAREVA




Signature

Signature

SIGNED by
and
as substitute attorneys for GIO
GENERAL LIMITED under powers
of attorney registered book 4330
no. 812 and registered book 4330
no. 339 certify that the information in
this form is true and complete in the
presence of:


Signature of witness
D. Callanan
Name of witness (block letters)


Signature
PETER MCCLURE

Signature
PETER AROMEY

By executing this document the
substitute attorneys state that
they have received no notice
of revocation of the powers of
attorney

By-laws for Nova

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Execution by mortgagees

~~EXECUTED by CAPITAL FINANCE AUSTRALIA LIMITED in accordance with section 127(1) of the Corporations Act 2001 (Cwlth) by authority of its directors:~~

~~Signature of director/company secretary*
*delete whichever is not applicable~~

~~Signature of director~~

~~Name of director/company secretary* (block letters)
*delete whichever is not applicable~~

EXECUTED by WALTER GROUP FINANCE PTY LIMITED by its attorney pursuant to power of attorney registered book 4292 no. 83 in the presence of:

~~EXECUTED by GIO GENERAL LIMITED in accordance with section 127(1) of the Corporations Act 2001 (Cwlth) by authority of its directors:~~

~~Signature of director/company secretary*
*delete whichever is not applicable~~

~~Signature of director~~

~~Name of director/company secretary* (block letters)
*delete whichever is not applicable~~

Lucinda Haselden *Russell Perkins*
WITNESS ATTORNEY

EXECUTED by WALTER CONSTRUCTION GROUP LIMITED by its attorney pursuant to power of attorney registered book 4292 no. 317 in the presence of:

~~EXECUTED by WALTER GROUP FINANCE PTY LIMITED in accordance with section 127(1) of the Corporations Act 2001 (Cwlth) by authority of its directors:~~

~~Signature of director/company secretary*
*delete whichever is not applicable~~

~~Signature of director~~

~~Name of director/company secretary* (block letters)
*delete whichever is not applicable~~

Lucinda Haselden *Russell Perkins*
WITNESS ATTORNEY

REGISTERED  5.2.2003

Handwritten initials and marks:
✓
PM
C
/

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

(Sheet 1 of 5 Sheets)

SP69174

Strata Plan over Lot 11 in DP1016882

Full name and address of owner of the land:

Waltcorp Projects Pty Limited
491-493 Elizabeth Street
SURRY HILLS NSW 2010

PART 1 (Creation)

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	Positive Covenant	CP/SP69174	Council
2	Positive Covenant	CP/SP69174	Council

PART 2 (Terms)

SP69174

Definitions

Council means the Council of the City of South Sydney.

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

Encroachments mean the balconies, attachments to balconies and other encroachments that encroach over:

- (a) Morris Grove, Victoria Park Parade, Grandstand Parade in Zetland; and
- (b) the public reserve that is lot 16 in DP1016882

from the Lot Burdened.

Grantor means:

- (a) the owner of a Lot Burdened; and
- (b) the owners corporation under the Development Act in respect of a Lot Burdened.

Lot Burdened means a lot or common property that is burdened by an easement, positive covenant or restriction on use in this instrument.

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

Plan means the strata plan to which this instrument relates.

Insurance Policy means a public liability insurance policy to cover the Encroachments for an amount not less than \$10,000,000.00 (or such other amount that may be nominated from time to time by Council) in the joint names of Council and the Grantor.

Private Pipe means 2 x 450mm diameter pipes which are to be installed under the surface of the Lot Burdened and the Property for the purposes of connecting them to the Stormwater Drainage System.

Property means Victoria Park Parade, Zetland (and includes any footpath that adjoins this street).

Stormwater Drainage System means the stormwater drainage system vested in Council and located under the surface of the Property.

Strata Scheme means strata plan no. 69174.

1 Terms of positive covenant numbered one on the Plan

1.1 Grantor to install Private Pipe

The Grantor agrees to install at its own cost the Private Pipe in the Lot Burdened and the Property and connect it to the Stormwater Drainage System only for the purposes of discharging stormwater.

Handwritten signatures and initials, including a large 'M' and several other scribbles.

SP69174

(Sheet 3 of 5 Sheets)

1.2 Disconnection of the Private Pipe

The Grantor acknowledges that if trade waste is discharged through the Private Pipe, Council may (after giving reasonable notice to the Grantor) disconnect the Private Pipe at the cost of the Grantor.

1.3 Gully pit

The Grantor may not make any claim against Council if Council relocates the gully pit at any time in the future provided Council does all that is reasonable to connect the relocated gully pit to the Stormwater Drainage System.

1.4 Indemnity

The Grantor indemnifies Council against any claim or liability to any person whatsoever for the death of or injury to or loss or damage to property of any person upon the zone of influence of the Private Pipe including any death, injury, loss or damage arising out of or in the course of or caused by:

- (a) the construction or the existence of the Private Pipe beneath the Property; or
- (b) connection of the Private Pipe to the Stormwater Drainage System; or
- (c) any failure of the Private Pipe; or
- (d) a breach of this covenant by the Grantor; or
- (e) any damage to the Property which might arise due to the blockage or surcharging of the Stormwater Drainage System caused by the Grantor.

2 Terms of positive covenant numbered two on the Plan

The Grantor covenants with Council to:

- (a) maintain the Encroachments at its own cost; and
- (b) take out and keep in force with an insurance company licensed to trade in Australia the Insurance Policy; and
- (c) forward to Council annually a copy of a certificate of currency for the Insurance Policy within one (1) month after the renewal date of the Insurance Policy.

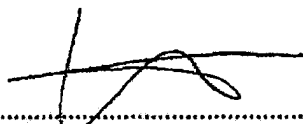
PM
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SP69174

EXECUTED by WALTCORP
PROJECTS PTY LIMITED in
accordance with section 127(1) of the
Corporations Act 2001 (Cwlth) by
authority of its directors:


.....
Signature of director

Jeremy Martin
.....
Name of director (block letters)


.....

Signature of director/company
secretary*
*delete whichever is not applicable

Calvin F. Wellers
.....
Name of director/company secretary*
(block letters)
*delete whichever is not applicable

Execution by mortgagees

~~EXECUTED by CAPITAL
FINANCE AUSTRALIA
LIMITED in accordance with
section 127(1) of the Corporations
Act 2001 (Cwlth) by authority of its
directors:~~

~~.....
Signature of director~~

~~.....
Name of director (block letters)~~

~~.....
Signature of director/company
secretary*
*delete whichever is not applicable~~


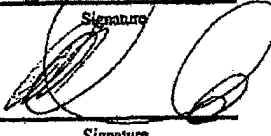
~~.....
Name of director/company secretary*
(block letters)
*delete whichever is not applicable~~

EXECUTED BY CAPITAL FINANCE
AUSTRALIA LIMITED ACN 069 663 136
BY ITS DULY APPOINTED ATTORNEYS

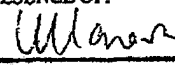
BRETT VENNANE

MARK CORBETT

Full Names


.....
Signature

.....
Signature

PURSUANT TO POWER OF
ATTORNEY OF WHICH THEY HAVE NO
NOTICE OF REVOCATION
IN THE PRESENCE OF:


.....
Witness RESMA MANEVA

NO 968
13004 4288

AM
ASJ
A

SP69174

Execution by mortgagees

EXECUTED by WALTER GROUP FINANCE PTY LIMITED by its attorney pursuant to power of attorney registered book 4297 no. 183 in the presence of:

EXECUTED by GIO GENERAL LIMITED in accordance with section 127(1) of the Corporations Act 2001 (Cwlth) by authority of its directors:

[Signature]

[Signature]
RUSSEL PERKINS
ATTORNEY

LUCINDA HASELDEN
WITNESS

Signature of director/company secretary*

*delete whichever is not applicable

Signature of director

Name of director/company secretary* (block letters)

*delete whichever is not applicable

Name of director (block letters)

EXECUTED by WALTER CONSTRUCTION GROUP LIMITED by its attorney pursuant to power of attorney registered book 4249 no. 314 in the presence of:

EXECUTED by WALTER GROUP FINANCE PTY LIMITED in accordance with section 127(1) of the Corporations Act 2001 (Cwlth) by authority of its directors:

[Signature]

[Signature]
RUSSEL PERKINS
ATTORNEY

LUCINDA HASELDEN
WITNESS

Signature of director/company secretary*

*delete whichever is not applicable

Signature of director

Name of director/company secretary* (block letters)

*delete whichever is not applicable

Name of director (block letters)

SIGNED by and as substitute attorneys for GIO GENERAL LIMITED under powers of attorney registered book 4330 no. 812 and registered book 4330 no. 339 certify that the information in this form is true and complete in the presence of:

[Signature]

PETER McQUEE

[Signature]

PETER McQUEE

[Signature]

Signature of witness

[Signature]

Name of witness (block letters)

By executing this document the substitute attorneys state that they have received no notice of revocation of the powers of attorney

[Signature]

[Signature]

[Signature]



ANNEXURE A

1. Pursuant to a resolution passed on 8 April 2003 in accordance with the provisions of Section 52 of the *Strata Schemes Management Act 1996* the By Laws of SP 69174 are changed by the addition of Special By Law 1 which amended By Law No. 24.2.

The Amendment to By Law 24 has now been REPEALED see No. 3 below

2. Pursuant to a resolution passed on 23 July 2003 in accordance with the provisions of Section 47 of the *Strata Schemes Management Act 1996* the By Laws of SP 69174 are changed by Amendment to By Law 23.3 to which Special By Law 2 was added on 5 August 2003
3. Pursuant to a resolution passed on 16 March 2005 in accordance with the provisions of Section 47 of the *Strata Schemes Management Act 1996* the By Laws of SP 69174 are changed by the addition of Special By Law 3 and in relation to Exclusive use of car parking space and which REPEALS By Law No. 24.
4. Pursuant to a resolution passed on 11 August 2003 in accordance with the provisions of Section 47 of the *Strata Schemes Management Act 1996* the By Laws of SP 69174 are changed by the addition of Special By Laws 4, 5, and 6. in relation to Use of Car Spaces and REPEALS By Law No. 12

Form: 15CB
Release: 1.1
www.lpi.nsw.gov.au

CHANGE OF BY-LA
New South Wales
Strata Schemes Management Act
Real Property Act 1900



9605380M

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE

For the common property CP/SP 69174
--

(B) LODGED BY

Delivery Box 495R	Name, Address or DX and Telephone BY-LAW EXPRESS GPO BOX 751 SYDNEY NSW 2001 PHONE: 9252 0107 Reference (optional):	CODE CB
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(C) The Owners-Strata Plan No 69174 certify that pursuant to a resolution passed on 08 April 2003 and in accordance with the provisions of

(D) section 52 Strata Schemes Management Act 1996 the by-laws are changed as follows—

(E) Repealed by-law No NOT APPLICABLE
Added by-law No Special By-law 1
Amended by-law No 24.2
as fully set out below.

By-law 24.2 is amended as follows:

The reference to:

- (i) "Lot 11" in the second row of Column 1 is replaced with "Lot 68"; and
- (ii) "Lot 8" in the sixth row of Column 1 is replaced with "Lot 77".

(F) The common seal of the Owners-Strata Plan No 69174 was affixed on 13th MAY 2003 in the presence of—

Signature(s):



Name(s): SHARIN TAYLOR

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

(G) COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996

I certify that _____ has approved the change of by-laws set out herein.

Signature of authorised officer:

Name and position of authorised officer:

Form: 15CB
Release: 1.1
www.lpi.nsw.gov.au

CHANGE OF BY-LAW

New South Wales
Strata Schemes Management Act
Real Property Act 1900



9854671H

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE	For the common property CP/SP 69174			
	(B) LODGED BY	<table border="1"> <tr> <td>Delivery Box 495R</td> <td>Name, Address or DX and Telephone BY-LAW EXPRESS GPO BOX 751 SYDNEY NSW 2001 PHONE: 9252 0107 Reference (optional):</td> <td>CODE CB</td> </tr> </table>	Delivery Box 495R	Name, Address or DX and Telephone BY-LAW EXPRESS GPO BOX 751 SYDNEY NSW 2001 PHONE: 9252 0107 Reference (optional):
Delivery Box 495R	Name, Address or DX and Telephone BY-LAW EXPRESS GPO BOX 751 SYDNEY NSW 2001 PHONE: 9252 0107 Reference (optional):	CODE CB		

(C) The Owners-Strata Plan No 69174 certify that pursuant to a resolution passed on 23 July 2003 and in accordance with the provisions of

(D) section 52 Strata Schemes Management Act 1996 the by-laws are changed as follows—

(E) Repealed by-law No NOT APPLICABLE
Added by-law No Special By-law 2
Amended by-law No 23.2
as fully set out below.

SPECIAL BY-LAW 2

By-law 23.2 is amended by replacing the reference to:
"Lot 40" in the second row of Column 1 with "Lot 42".

(F) The common seal of the Owners-Strata Plan No 69174 was affixed on 05 August 2003 in the presence of—

Signature(s): *Debbie Richards*



Name(s): Debbie Richards

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

(G) COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996

I certify that _____ has approved the change of by-laws set out herein.

Signature of authorised officer:

Name and position of authorised officer:

Form: 15CB
Release: 1.1
www.lpi.nsw.gov.au

CHANGE OF BY-LAW

New South Wales
Strata Schemes Management Act 19
Real Property Act 1900



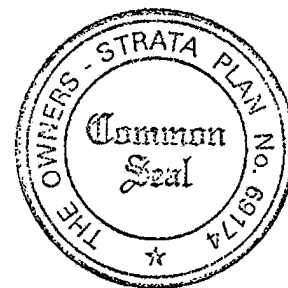
AB593502K

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE	For the common property CP/SP69174			
	(B) LODGED BY	<table border="1"> <tr> <td>Delivery Box 1W</td> <td>Name, Address or DX and Telephone COCHRANES LAWYERS LOCKED BAG 4 CROYDON NSW 2132 PH. (02) 9797 1950 Reference (optional): 4.1355</td> <td>CODE CB</td> </tr> </table>	Delivery Box 1W	Name, Address or DX and Telephone COCHRANES LAWYERS LOCKED BAG 4 CROYDON NSW 2132 PH. (02) 9797 1950 Reference (optional): 4.1355
Delivery Box 1W	Name, Address or DX and Telephone COCHRANES LAWYERS LOCKED BAG 4 CROYDON NSW 2132 PH. (02) 9797 1950 Reference (optional): 4.1355	CODE CB		

- (C) The Owners-Strata Plan No 69174 certify that pursuant to a resolution passed on 16 March 2005 and in accordance with the provisions of
- (D) section 47 Strata Schemes Management Act 1996 the by-laws are changed as follows—
- (E) Repealed by-law No 24
 Added by-law No Special By-law 3
 Amended by-law No _____
 as fully set out below.

By-law 24 of the by-laws registered with the strata plan (Exclusive use of carparking spots) is repealed.



- (F) The common seal of the Owners-Strata Plan No 69174 was affixed on 23 June 05 in the presence of—

Signature(s): Debbie Richards

Name(s): DEBBIE RICHARDS

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

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

Form: 15CB
Release: 1.1
www.lpi.nsw.gov.au

CHANGE OF BY-LAW



New South Wales
Strata Schemes Management Act
Real Property Act 1900

AB866087A

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE	For the common property CP/SP69174	
	(B) LODGED BY	Reference (optional): <u>4.1355</u>
	Delivery Box 1W	Name, Address or DX and Telephone COCHRANES LAWYERS LOCKED BAG 4 CROYDON NSW 2132 PH. (02) 9797 1950
		CODE CB

- (C) The Owners-Strata Plan No 69174 certify that pursuant to a resolution passed on 11 August 2005 and in accordance with the provisions of
- (D) section 47 Strata Schemes Management Act 1996 the by-laws are changed as follows—
- (E) Repealed by-law No 12
 Added by-law No Special By-laws 4, 5 and 6
 Amended by-law No NOT APPLICABLE
 as fully set out below.

See Annexure A

- (F) The common seal of the Owners-Strata Plan No 69174 was affixed on 20 OCTOBER 2005 in the presence of—

Signature(s): *Lilia Golson*

Name(s): Lilia GOLSON

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



~~(G) COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996~~

I certify that _____ has approved the change of by-laws set out herein.

Signature of authorised officer:

Name and position of authorised officer:

All handwriting must be in block capitals.

STRATA SCHEME NO 69174
ANNEXURE "A" TO NOTIFICATION OF CHANGE OF BY-LAWS

SPECIAL BY-LAW 4

USE OF CAR SPACES

Definitions: In this by-law:

- (i) "car space" means a car space forming part of a lot or comprised in a lot within the Strata Plan.
- (ii) Words defined in the Strata Schemes Management Act 1996 have the meaning given to them in that Act.

A car space shall only be used:

- (a) by the owner or occupier of a lot within the strata parcel; and
- (b) for the use of parking a motor vehicle or other vehicle.

SPECIAL BY-LAW 5

REPEAL OF BY-LAW 12

By-law 12 of the by-laws registered with the Strata Plan is repealed.

THE COMMON SEAL of THE OWNERS - STRATA PLAN NO 69174 was affixed on the 20 day of OCTOBER 2005 in the presence of

Names: Lilia G. Olson
Signatures: [Signature]



being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

SPECIAL BY-LAW 6

VEHICLES

Definitions: In this by-law

- i. "Visitor" means a caller or guest but does not include occupiers.
 - ii. "Occupier" means a person whose principal place of residence is within a lot.
 - iii. "Owner" has the meaning given to it in the Strata Schemes Management Act 1996.
1. An owner or occupier of a lot must not park any motor vehicle on that part of the common property designated as "Visitors Parking".
 2. An owner or occupier of a lot must not park or stand any motor vehicle on common property (other than the Visitors Parking area parking upon which is prohibited by paragraph 1) except with the written approval of the Owners Corporation.
 3. An owner or occupier of a lot shall not permit a visitor of the owner or occupier to park or stand a motor vehicle on the common property, other than the Visitors Parking area.
 4. An owner or occupier of a lot shall not permit a visitor of the owner or occupier to park or stand a motor vehicle on the Visitors Parking area for longer than 24 hours in any one period.

THE COMMON SEAL of THE OWNERS - STRATA PLAN
NO 69174 was affixed on the 20 day of OCTOBER 2005 in the
presence of

Names: Lilia G Olson
Signatures: Lilia Olson

being the persons authorised by Section 238 of the Strata Schemes
Management Act 1996 to attest the affixing of the seal.

