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Form: 15CH
Release: 2-1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

AN515125F

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

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|---------------------------------------|
| For the common property CP/SP77721 |
|---------------------------------------|

(B) LODGED BY

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- (C) The Owners-Strata Plan No. 77721 certify that a special resolution was passed on 5/4/2018
- (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- (E) Repealed by-law No.
Added by-law No. Special By-law No.2
Amended by-law No. _____
as fully set out below:

Please see attached in "Annexue 1" to the 15CH Form the Consolidated By-laws for Strata Plan 77721 which includes new Added Special By-law No.2 starting from Page 16 of 22 respectively.

- (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 1
- (G) The seal of The Owners-Strata Plan No.77721 was affixed on 16/7/2018 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: *[Handwritten Signature]*
 Name: DONNA BARTNEY
 Authority: STRATA MANAGER
 Signature:
 Name:
 Authority:



OFF SG
OFF CBx3

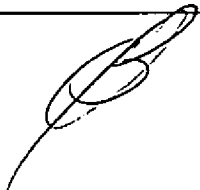
ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 77721

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ALL HANDWRITING MUST BE IN BLOCK CAPITALS
1705



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Signature(s): *[Handwritten Signature]*
Name(s) [use block letters]: *DOWNNA BARTLEY*
Authority: *STRATA MANAGER*



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BINNIJIG PTY LIMITED

By-laws

1. Noise

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

2. Vehicles

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

3. Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

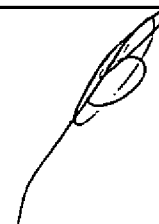
4. Damage to lawns and plants on common property

An owner or occupier of a lot must not:

- (1) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (2) use for his or her own purposes as a garden any portion of the common property.

5. Damage to common property

- (1) The common property is only to be used for its intended purposes.
- (2) An owner or occupier of a lot must not mark, paint, drive nails or screw or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation. The owners corporation may recoup costs from an owner or occupier for damage caused to the common property or services by that owner or occupier or their invitees.
- (3) An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.
- (4) An owner or occupier of a lot must notify the owners corporation of any damage to the common property or services located on the common property.
- (5) Despite section 62, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot.
- (6) The owners corporation reserves the right to enter a lot where an owner or occupier of a lot has not complied with the By-laws and the owners corporation is required to enter the lot to maintain the safety, services to and appearance of the building. Such access will be provided upon written notice from the owners corporation to an owner or occupier of the lot.



- (7) In the event the owners corporation incurs costs in order to carry out its obligations under part (2) of this provision, the owners corporation may recover any money owing to it by an owner or occupier of the lot as a debt. The owners corporation will revert to its powers under the Strata Schemes Management Act 1996 as needed.

6. Behaviour of owners and occupiers

- (1) An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
- (2) An owner or occupier must obtain the written consent of the owners corporation in order to carry out building works in their lot.

7. Children playing on common property in building

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

8. Behaviour of invitees

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

9. Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

10. Drying of laundry items

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

11. Windows and Door

- (1) An Owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.
- (2) Only white curtains, white drapes or plantation shutters (in accordance with specification detailed in 11 (5) below) are permitted as coverings on all windows, doors with glass paneling and sliding doors in any lot visible from any street or public place. Vertical blinds are not permitted on any windows, doors with glass paneling and sliding doors on any lot.
- (3) Curtains, drapes, Venetians and plantation shutters are permitted on all other windows and sliding doors apart from those visible from any street or public place. Vertical blinds are not permitted on any windows, doors with glass paneling and sliding doors on any lot.
- (4) All curtains, drapes, Venetians and plantation shutters where located must be of a standard and quality commensurate with the standard of the building.

- (5) Plantation shutters must be in the colour Dulux Premium Acrylic Antique White USA Low Sheen

12. Storage of inflammable liquids and other substances and materials

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

13. Moving furniture and other objects on or through common property

An owner or occupier of a lot must not transport any furniture or large objects through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.

14. Floor coverings

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

15. Garbage disposal

An owner or occupier of a lot:

- (1) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage; and
- (2) must ensure that before refuse is placed in the receptacles it is securely wrapped or, in the case of tins or other containers, completely drained; and
- (3) for the purpose of having the garbage collected, must place the receptacles within an area designate for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected; and
- (4) when the garbage has been collected, must promptly return the receptacles to the lot or other area as referred to in paragraph (1); and
- (5) must not place anything in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier; and
- (6) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

16. Keeping of animals

Subject section 49(4), an owner or occupier of a lot must not keep any animal on the lot or the common property.

17. Appearance of lot

- (1) The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other articles as referred to in By-law 10.
- (3) An owner or occupier of a lot must not attach or hang any aerial or wires outside their lot.

18. Notice-board

An owners corporation must cause a notice-board to be affixed to some part of the common property.

19. Change in use of lot to be notified

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

20. Fire Control

An owner or occupier of the lot must not interfere with the fire safety equipment or obstruct fire stairs or fire escapes.

21. Security

- (1) An owner or occupier of a lot must not do anything nor permit anything to be done which may prejudice the security or safety of the building and must take all reasonable steps to ensure that the building's fire and security doors are kept secure and in an operational state.
- (2) The owners corporation must take all reasonable steps to preserve the safety of the building from fire and other hazards and to ensure the security of the building from trespassers and if it considers it necessary or desirable may:
 - (i) restrict access to any part of the common property by means of a security key or other security device;
 - (ii) make rules relating to the security of the land and building from trespassers, fire or other hazards;
 - (iii) install and operate audio and visual security cameras in the common property and any other audio and visual surveillance equipment as required for the purposes of maintaining the security of the building;
- (3) If the owners corporation restricts access of an owner or occupier of a lot under these by-laws, the owners corporation shall make available to the appropriate parties on its own conditions security keys or other access devices as necessary.
- (4) The Owner of a lot must take reasonable steps to ensure the proper use of a security key or device by persons authorised by them and the safe return of such key or device to that owner.
- (5) An owner and occupier of a lot must not interfere with security cameras or surveillance equipment or do anything which might prejudice the security or safety of the building and its inhabitants.



22. Copies of By-laws

An owner or occupier of a lot who leases or sub-lets a lot must give to the tenant or sub-tenant as the case may be a copy of the By-Laws.

23. Lift

The owners corporation may take rules relating to the use of the lift.

24. Smoking

There is to be no smoking of cigarettes, cigars or pipes while on the common property.

25. Complying with the Law

An owner or occupier of a lot must do everything in its power to comply with all laws including planning laws, development, building and other approvals, consents, requirements, notices and orders of government agencies, in relation to their lot. The same applies to common property which an owner or occupier has a licence, lease or a right to use under an exclusive use By-Law.

26. Cleaning Windows

- (1) An owner or occupier of a lot must clean the glass in windows and doors of their lot (even if the glass constitutes part of the common property) unless the owners corporation otherwise determines.
- (2) The owners corporation may resolve to arrange for cleaning of the glass in some or all of the windows and doors in the building. In the event the owners corporation requires access to a lot to have the glass cleaned, an owner or occupier must provide access upon reasonable notice from the owners corporation.

27. Balcony

- (1) An owner or occupier of a lot may keep planter boxes, pot plants, landscaping and removable furniture and outdoor recreational equipment on the balcony of their lot on the condition such things blend in with the general aesthetics and standard of the building and the equipment is not in any way dangerous or likely to become dangerous and also provided such items or equipment or their use does not mark, damage or deface any of the exterior surfaces of the building.
- (2) The owners corporation is entitled to request an owner or occupier to temporarily remove items from the balcony of their lot for the purposes of inspection, repairs or maintenance to the common property.

28. Signs

- (1) An owner or occupier of a lot must not erect a sign in their lot or on the common property without the consent of the owners corporation.
- (2) This provision does not apply where Binnijig Pty Limited is an owner or occupier of a lot or is the owners corporation for the building, in which case, Binnijig Pty Limited will retain the right to erect and display "for sale" or "for lease" signs in or upon a lot or the common property for the purposes of selling or leasing units within the building.

29. Building Works

- (1) An owner or occupier of a lot must obtain the consent of the owners corporation to carry out building works in or surrounding its lot.

- (2) Before an owner or occupier of a lot carries out any building works it must:
 - (a) obtain necessary consents from the owners corporation, Great Lakes Council and all other relevant authorities and government agencies as required;
 - (b) find out where service line and pipes are located prior to carrying out the works and inform the owners corporation;
 - (c) provide notice and obtain the consent from the owners corporation if the owner proposes to interfere with or interrupt services.
- (3) When carrying out building works, an owner or occupier of a lot must always:
 - (a) use qualified, reputable and if required, 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;
 - (c) repair any damage caused to the common property or the lot or the property of another owner or occupier.

30. Licences

The owners corporation may from time to time grant licences to owners and occupiers together or individually to use parts of the common property, by ordinary resolution at a general meeting. The terms and conditions of such licences will be determined by the owners corporation.

31. Insurance

- (1) In the event an owner or occupier of a lot is required to use the lot in a way which might invalidate, suspend or increase the premium for any owners corporation insurance policy, the owners corporation's consent must be obtained.
- (2) If the owners corporation provides consent for such use, the owners corporation will be entitled to request the owner or occupier of that lot to pay a special levy in respect of the increased premium. The owners corporation reserves the right to refuse consent where an owner or occupier of the lot will not pay the increased premium.

32. Complaints

An owner or occupier of a lot who wishes to make a complaint or application in respect of its lot or the common property, must do so in writing and address the request to the strata manager.

33. Rules

- (1) The owners corporation may make rules about the security, control, management, operation, use and enjoyment of the building.
- (2) The owners corporation may add to or change the rules at any time at its own discretion providing such rules do not adversely affect or hinder the use of an owner or occupier of their lot.
- (3) An owner or occupier of a lot must comply with the rules.

34. Car Wash Bay

Prior to and after use of the Car Wash Bay area, an owner or occupier of a lot when using the Car Wash Bay area must do the following;

- (1) Remove, prior to and after use of the Car Wash Bay, all obstructions and items from the grates of the pit within the Car Wash Bay area.
- (2) Remove and clean the silt trap in the Car Wash Bay area.
- (3) Wash out the collection pit in the Car Wash Bay area after use.

An owner or occupier of a lot must only use the Car Wash Bay area when washing motor vehicles, motor bikes, boats or other similar items and no owner or occupier of any lot will park any vehicle, motor bike or boat or place any item on or in the Car Wash Bay area.

The owners corporation will be responsible for ensuring that all automatic equipment in the Car Wash Bay area is in good working order and condition.

35. Air-Conditioning Plant

- (1) In this special by-law, unless a contrary intention appears:

“Air-Conditioning Plant” means air-conditioning plant and associated pipes, wires, cables and ducts (whether located on a lot or on common property) servicing each lot.

- (2) Notwithstanding any other by-law or special by-law, the owner or occupier of a lot is entitled to the exclusive use and enjoyment of the Air-Conditioning Plant exclusively servicing his lot on the following conditions:
 - (a) An owner or occupier of a lot is responsible for the running costs, maintenance and keeping in a state of good and serviceable repair of the Air Conditioning Plant and for its renewal or replacement if necessary;
 - (b) The owner or occupier of a lot must indemnify the owners corporation from and against claims, demands and liability of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this by-law or the owner’s or occupier’s use of the Air Conditioning Plant; and
 - (c) The owners corporation may notify an owner or occupier of a lot in writing that the owners corporation intends until further notice to be responsible for maintaining and keeping in a state of good and serviceable repair the Air Conditioning Plant and the following conditions apply in substitution for the lessee’s obligation under paragraph (a):
 - (d) The owner or occupier of a lot must reimburse the owners corporation for costs incurred by the owners corporation under this by-law.

36. Swimming Pool


- (1) The swimming pool and surrounds shall not be used between the hours of 9.00pm and 7.00am on any day unless the prior approval of the owners corporation has been obtained.
- (2) The owner or occupier of a lot using the swimming pool shall exercise caution at all times and shall not run or splash or behave in any manner that is likely to interfere with the use of the swimming pool by any other owner or occupier of any other lot or undertake any activity which is likely to create any form of hazard, noise or disturbance.



- (3) In relation to the use of the swimming pool, an owner or occupier of a lot shall ensure:
 - (a) that his invitees and guests do not use the swimming pool unless he or another owner or occupier of another lot accompanies him;
 - (b) that children under the age of twelve (12) years are not in or around the swimming pool unless accompanied by an adult owner or occupier of a lot exercising effective control over them.
 - (c) that alcoholic beverages are not taken to or consumed in or around the swimming pool and that glass containers or receptacles of any type are not taken to or allowed to remain in or around the swimming pool.
- (4) An owner or occupier of a lot shall not, without proper authority, operate, adjust or interfere with the operation of the equipment associated with the swimming pool.
- (5) The owner or occupier of a lot will be liable to compensate the owners corporation in respect of all damage to the swimming pool or any equipment in or about the swimming pool caused by such owner or occupier or their respective invitees.
- (6) The owner or occupier of a lot must ensure that the pool gate is kept closed at all times and is not left open whilst the swimming pool is being used by such owner or occupier of a lot or any of their invitees.

37. Gymnasium

- (1) The gymnasium and surrounds shall not be used between the hours of 9.00pm and 7.00am on any day unless the prior approval of the owners corporation has been obtained.
- (2) The owner or occupier of a lot using the gymnasium shall exercise caution at all times and shall not act or behave in any manner that is likely to interfere with the use of the gymnasium by any other owner or occupier of any other lot or undertake any activity which is likely to create any form of hazard, noise or disturbance.
- (3) In relation to the use of the gymnasium, an owner or occupier of a lot shall ensure:
 - (a) that children under the age of fifteen (15) years are not in or around the gymnasium unless accompanied by an adult owner or occupier of a lot exercising effective control over them.
 - (b) that alcoholic beverages are not taken to or consumed in or around the gymnasium and that glass containers or receptacles of any type are not taken to or allowed to remain in or around the gymnasium.
- (4) An owner or occupier of a lot shall not, without proper authority, move or interfere with the operation of the equipment associated with the gymnasium.
- (5) The owner or occupier of a lot will be liable to compensate the owners corporation in respect of all damage to the gymnasium or any equipment in or about the gymnasium caused by such owner or occupier or their respective invitees.
- (6) Any keys to the gymnasium shall only be used by an owner or occupier of a lot. The keys held by any owner or occupier of a lot shall not be given to any other person for any purpose whatsoever.
- (7) The owner or occupier of a lot must ensure that the gymnasium doors are kept closed at all times and are not left open whilst the gymnasium is being used by such owner or occupier of a lot or any of their invitees.



38. Barbecue Area

- (1) The barbecue area and surrounds shall not be used between the hours of 9.00pm and 7.00am on any day unless the prior approval of the owners corporation has been obtained.
- (2) The owner or occupier of a lot using the barbecue area shall exercise caution at all times and shall not run or behave in any manner that is likely to interfere with the use of the barbecue area by any other owner or occupier of any other lot or undertake any activity which is likely to create any form of hazard, noise or disturbance.
- (3) In relation to the use of the barbecue area, an owner or occupier of a lot shall ensure:
 - (a) that his invitees and guests do not use the barbecue area unless he or another owner or occupier of another lot accompanies him;
 - (b) that children under the age of fifteen (15) years are not in or around the barbecue area unless accompanied by an adult owner or occupier of a lot exercising effective control over them.
- (4) An owner or occupier of a lot shall not, without proper authority, operate, adjust or interfere with the operation of the equipment associated with the barbecue area.
- (5) The owner or occupier of a lot will be liable to compensate the owners corporation in respect of all damage to the barbecue area or any equipment in or about the barbecue area caused by such owner or occupier or their respective invitees.
- (6) An owner or occupier of a lot must ensure that the cooking appliances and appurtenances in the barbecue area are used in a proper manner and according to their operational instructions and that these appliances and appurtenances are thoroughly cleaned after use and that all rubbish, refuse and items are removed from the barbecue area after use and that the barbecue area is left in a clean and tidy condition.

By-law 39 - Lot 11 - Exclusive Use of Common Property to Install Four Aluminium Louvre Windows

That the owner of Lot 11 shall have the exclusive use of part of the common property to permit the owner of Lot 11 to replace four of the ten fixed window panels (i.e. every second window/each alternative window) located above the passage way, the mezzanine sleeping area, dining and living room area of that lot with Aluminium Louvre Windows with flyscreens fitted on the outside of the windows. Approval is granted subject to the following terms and conditions:

- (i) The Aluminium louvre windows are to be identical in style and colour to existing louvre windows located in the second and third bedrooms of Lot 11 and those existing louvre windows located in the common property landing area of the stairwell and lift.
- (ii) The owner of Lot 11 shall be responsible for the proper routine maintenance and shall ensure the installation is kept in a state of good and serviceable repair.
- (iii) The owner of Lot 11 shall be responsible to repair any damage to the said common property which may be incurred as a result of installing the louvre windows.
- (iv) The owner of Lot 11 shall ensure that the installation is undertaken by a licensed and fully insured contractor.
- (v) The owner of Lot 11 shall indemnify the owners corporation against any costs, actions, demands and damages howsoever arising from the installation, maintenance, repair or use of the louvre windows.



- (vi) The owner of Lot 11 shall meet all costs associated with the installation, maintain and repair of the louvre windows.
- (vii) The owner of Lot 11 shall meet all reasonable costs of the preparation and registration of this by Law.
- (viii) Should the louvre windows be removed at any time the owner of Lot 11 is responsible to restore the common property to its original condition.
- (ix) The benefit of this By Law may be suspended by the owners corporation in the event of a breach of any of the aforementioned conditions.

Special Bylaw No. 1 - Lot Storage Cage

Purpose of By-law

- (1) This by-law confers on the Owner Special Privileges to install a Storage Cage on their Lot car parking space and so much of the common property that is necessary for the benefit of that Owner and assigns responsibility for the repair and maintenance of the Storage Cage installed in accordance with the conditions in this by-law.

Defined Terms and Interpretation

- (2) "Lot" is lot 1,2, 3, 4, 5, 7, 8 & 9 respectively on the strata scheme.
- (3) "Owner" means the owner or owners of the Lot from time to time on strata plan no.77721
- (4) "Special Privileges" means the privilege to alter and add to the common property by installing a Storage Cage on the Owner's Lot car parking space that affects the common property.
- (5) "Storage Cage" means the additions and alterations undertaken by an Owner (at the Owner's cost and to remain that Owner's fixtures) to install on part of the Owner's lot car parking space and so much of the adjoining common property, a chain mesh or chain wire removable storage cage, including a lockable front gate panel used to access the enclosed storage cage area.
- (6) In this by-law, unless the context otherwise requires:
 - (a) headings do not affect the interpretation of this by-law;
 - (b) words importing the singular include the plural and visa versa;
 - (c) words importing a gender include any gender;
 - (d) words defined in the Act have the meaning given to them in the Act; and
 - (e) references to legislation includes references to amending and replacing legislation.
- (7) This bylaw applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this by-law prevails.

Storage Cage must be in keeping with the building

- (8) The Owner must ensure that the Storage Cage is in a construction and colour scheme that matches the overall appearance of the building and must be made from the same materials, and similar in appearance, to the existing storage cages installed in the car parking area of the scheme.

Grant of Special Privileges

- (9) On the conditions set out in this by-law, the owners corporation provides its consent for the special privileges granted to the Owner.

CONDITIONS

Before installing the Storage Cage

Specification of Storage Cage

- (10) The Owner must notify the owners corporation of their intention to install a Storage Cage on their lot at least two weeks prior to installation and submit to the owners corporation any documents reasonably required by the owners corporation relating to the installation of the Storage Cage, including but not limited to:
- (a) specifications of the Storage Cage, including dimensions, proposed location, materials and construction;
 - (b) any consents granted from the local authority for the installation of the Storage Cage (if relevant);
 - (c) details of the contractor installing the Storage Cage; and
 - (d) copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged to install the Storage Cage 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.

Installing the Storage Cage

- (11) When installing the Storage Cage, the Owner must:
- (a) comply with the standards as set out in the Building Code of Australia (BCA) or any other standards as required by the owners corporation, current at the time the Storage Cage is installed.
 - (b) ensure that the Storage Cage is installed in accordance with the specifications approved by the owners corporation.
 - (c) ensure that duly licensed and insured contractors install the Storage Cage in a proper and workmanlike manner.
 - (d) ensure the Storage Cage is installed in such a way as to cause minimum disturbance or inconvenience to the lots or their owners and occupiers.
 - (e) keep all areas of the building outside their Lot clean and tidy throughout the installation of the Storage Cage.
 - (f) must only install the Storage Cage at times approved by the owners corporation or as prescribed by the local authority.
 - (g) repair promptly any damage caused or contributed to by installation of the Storage Cage, including damage to the property of the owners corporation and the property of the owner or occupier of another lot in the strata scheme.

- (12) The Owner must ensure that the Storage Cage is wholly within the boundary of their Lot and does not prevent access to any other lot, owners corporation services and/or areas of common property, except where the adjoining owner and/or owners corporation have given written consent for this purpose.

After Completion of the Storage Cage

- (13) Immediately upon installation of the Storage Cage, the Owner must restore all other parts of the common property affected by the installation of the Storage Cage as nearly as possible to the state they were in immediately before the Storage Cage was installed.
- (14) The Owner must deliver to the owners corporation any documents reasonably required by the owners corporation relating to the completed installation of the Storage Cage.

Owner's Enduring Obligations

Storage Cage Use

- (15) The Owner must only use the Storage Cage for domestic storage and should not store any garbage, recyclable material or flammable materials within the Storage Cage or store anything in the Storage Cage that may cause damage or unreasonable interference with any neighbouring lot or common property.

Maintenance and Repair

- (16) The Owner must, at the Owner's expense:
- (a) properly maintain the Storage Cage and keep it in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Storage Cage; and
 - (b) properly maintain the common property that will be altered or added to by the Storage Cage and occupied by the Storage Cage and keep that common property in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in that common property.
- (17) If the Owner removes the Storage Cage or any part of the Storage Cage installed under this by-law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible, including infilling any holes or markings caused by the installation of the Storage Cage.
- (18) If the Owner's lot is sold and the new Owner's car overhangs on the Lot car parking space due to the installation of a Storage Cage, the Storage Cage must be removed and all expenses in respect of its removal and reinstatement of the common property will be the responsibility of the Owner.

Liability and Indemnity

- (19) The Owner indemnifies the owners corporation against -
- (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Storage Cage installed;
 - (b) any amount payable by way of increased insurance premiums by the owners corporation as a direct result of the Storage Cage installed; and

- (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Storage Cage installed.
- (20) To the extent that section 62(3) of the Act is applicable, the owners corporation determines it is inappropriate for the owners corporation to maintain, renew, replace or repair the Storage Cage installed under this by-law.

Repair of Damage

- (21) The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the Storage Cage installed no matter when such damage may become evident.
- (22) Any loss and damage suffered by the owners corporation as a result of installing and using the Storage Cage, including failure to maintain, renew, replace or repair the Storage Cage as required under this by-law, may be recovered from the Owner as a debt due to the owners corporation on demand with interest at the rate of 10% per annum until the debt is paid.

Breach of By-law

- (23) The owners corporation reserves the right to remove or replace the Storage Cage or remediate any loss or damage to the common property of the owners corporation caused by the Owner's breach of the conditions in this by-law, if that breach is not rectified within 30 days of service of a written notice from the owners corporation requiring rectification of that breach.

Costs of this By-Law

- (24) The Owner must pay all of the reasonable costs of the owners corporation incurred in connection with the 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 the Owner pays those costs.

Special Bylaw No. 2 - Lot 8 Exclusive Use Storage Cage

Purpose of By-law

- (1) This Common Property Rights By-law confers on the Owner Rights of Exclusive Use to part of the common property and Special Privileges to install a Storage Cage on the common property for the benefit of that Owner, and assigns responsibility for the repair and maintenance of the part of the common property for which the Rights of Exclusive Use are conferred and Storage Cage installed, in accordance with the conditions in this Common Property Rights By-law.

Defined Terms and Interpretation

- (2) "Lot" is lot 8 on the strata scheme.
- (3) "Owner" means the owner or owners of the Lot from time to time on strata plan no.77721.
- (4) "Rights of Exclusive Use" means the rights to exclusively use part of the common property affected by the installation of a Storage Cage by the Owner with a total measurement of 240cm in width, 140cm in depth and 235cm in height, and the common property area utilized by the Storage Cage, which is known as the "Storage Cage Extension Area" adjacent to Lot 8 and Lift, as shown in the *Marked Strata Plan Diagram*, attached to this Common Property Rights By-law and marked "Annexure A".
- (5) "Special Privileges" means the privilege to alter and add to the common property by installing a Storage Cage that affect the common property.



- (6) "Storage Cage" means the additions and alterations undertaken by an Owner (at the Owner's cost and to remain that Owner's fixtures) to install on part of the Owner's lot car parking space and so much of the adjoining common property, a chain mesh or chain wire removable storage cage, including a lockable front gate panel used to access the enclosed storage cage area.
- (7) In this Common Property Rights By-law, unless the context otherwise requires:
- (a) headings do not affect the interpretation of this Common Property Rights By-law;
 - (b) words importing the singular include the plural and visa versa;
 - (c) words importing a gender include any gender;
 - (d) words defined in the Act have the meaning given to them in the Act; and
 - (e) references to legislation includes references to amending and replacing legislation.
- (8) This Common Property Rights By-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this Common Property Rights By-law prevails.

Grant of Rights of Exclusive Use and Special Privileges

- (9) On the conditions set out in this Common Property Rights By-law, the Owners Corporation provides its consent for the Rights of Exclusive Use and Special Privileges granted to the Owner.

CONDITIONS

Before installing a Storage Cage

Planning, Approvals and Certificates

- (10) The Owner must, if required by law, obtain written approval for the Storage Cage from the relevant consent authority under the *Environmental Planning and Assessment Act 1979* and any other relevant statutory authority whose requirements apply to installation of the Storage Cage.
- (11) The Owner must, if required by law, obtain a construction certificate for the Storage Cage under Part 4A of the *Environmental Planning and Assessment Act 1979* and any other documents or certificates which are required to permit the Storage Cage prior to commencement, providing those documents or certificates to the Owners Corporation.

Compensation for Exclusive Use of Storage Cage Extension Area

- (12) The Owner and Owners Corporation accept that the compensation amount in respect of the Rights of Exclusive Use granted under this by-law is \$50.00 per calendar month or \$600 per calendar year from the Owner for Rights of Exclusive use of the Storage Cage Extension Area and associated common property.
- (13) The Owner must pay the compensation amount as directed by the Owners Corporation before use of the Storage Cage Extension Area.
- (14) Where the Owner fails to pay the compensation amount as specified under clause (12) and (13) of this by-law, the Owner shall no longer have the Rights of Exclusive Use as granted under this by-law and must remove any Storage Cage installed on the common property.

Storage Cage must be in keeping with the building

- (15) The Owner must ensure that the Storage Cage is in a construction and colour scheme that matches the overall appearance of the building and must be made from the same materials, and similar in appearance, to the existing storage cages installed in the car parking area of the scheme.

Specification of Storage Cage

- (16) The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the installation of the Storage Cage prior to installation of the Storage Cage, including but not limited to:
- (a) further specifications of the Storage Cage, including dimensions, proposed location, materials and construction;
 - (b) any consents granted from the local authority for the installation of the Storage Cage (if relevant);
 - (c) details of the contractor installing the Storage Cage; and
 - (d) copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged to install the Storage Cage 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.

Installing the Storage Cage

Hours of Work

- (17) The Owner must install the Storage Cage as prescribed by the local authority or during such other times as may be approved by the Owners Corporation.

Compliance with Codes

- (18) When installing the Storage Cage the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.
- (19) When installing the Storage Cage the Owner must ensure compliance with the standards as set out in the Building Code of Australia (BCA) or any other standards as required by the Owners Corporation, current at the time the Storage Cage is installed.

General Conditions

- (20) When installing the Storage Cage, the Owner must:
- (a) comply with the standards as set out in the Building Code of Australia (BCA) or any other standards as required by the Owners Corporation, current at the time the Storage Cage is installed.
 - (b) ensure that the Storage Cage is installed in accordance with the specifications approved by the Owners Corporation.
 - (c) ensure that duly licensed and insured contractors install the Storage Cage in a proper and workmanlike manner.
 - (d) ensure the Storage Cage is installed in such a way as to cause minimum disturbance or inconvenience to the lots or their owners and occupiers.

- (e) keep all areas of the building outside their Lot clean and tidy throughout the installation of the Storage Cage.
 - (f) repair promptly any damage caused or contributed to by installation of the Storage Cage, including damage to the property of the Owners Corporation and the property of the owner or occupier of another lot in the strata scheme.
- (21) The Owner must ensure that the Storage Cage is wholly within the boundary of their Lot and does not prevent access to any other lot, Owners Corporation services and/or areas of common property, except where the adjoining owner and/or Owners Corporation have given written consent for this purpose.

After Completion of the Storage Cage

- (22) Immediately upon installation of the Storage Cage, the Owner must restore all other parts of the common property affected by the installation of the Storage Cage as nearly as possible to the state they were in immediately before the Storage Cage was installed.
- (23) The Owner must deliver to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the completed installation of the Storage Cage.

Owner's Enduring Rights and Obligations

Storage Cage Use

- (24) The Owner must only use the Storage Cage for domestic storage and should not store any garbage, recyclable material or flammable materials within the Storage Cage or store anything in the Storage Cage that may cause damage or unreasonable interference with any neighbouring lot or common property.

Maintenance and Repair

- (25) The Owner must, at the Owner's expense:
- (a) properly maintain the Storage Cage and keep it in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Storage Cage; and
 - (b) properly maintain the common property for which Rights of Exclusive Use have been granted under this by-law and that will be altered or added to by the Storage Cage, and occupied by the Storage Cage, and keep that common property in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in that common property.
- (26) If the Owner removes the Storage Cage or any part of the Storage Cage installed under this by-law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible, including infilling any holes or markings caused by the installation of the Storage Cage.
- (27) If the Owner's lot is sold and the new Owner's car overhangs on the Lot car parking space due to the installation of a Storage Cage, the Storage Cage must be removed and all expenses in respect of its removal and reinstatement of the common property will be the responsibility of the Owner.

Liability and Indemnity

- (28) The Owner indemnifies the Owners Corporation against –
- (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Storage Cage installed;

(b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Storage Cage installed; and

(c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Storage Cage installed.

(29) To the extent that section 106(3) of the Act is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Storage Cage installed under this by-law.

Repair of Damage

(30) The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the Storage Cage installed no matter when such damage may become evident.

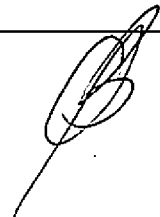
(31) Any loss and damage suffered by the Owners Corporation as a result of installing and using the Storage Cage, including failure to maintain, renew, replace or repair the Storage Cage as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

Breach of By-law

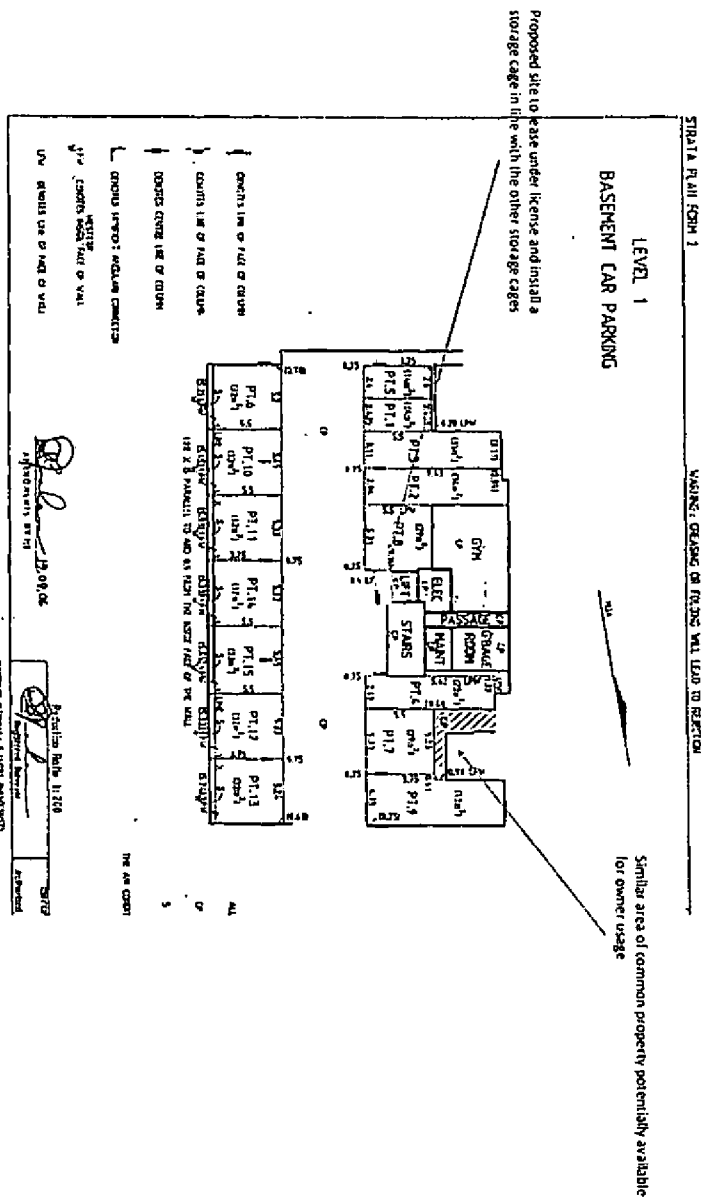
(32) The Owners Corporation reserves the right to remove or replace the Storage Cage or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this by-law, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach.

Costs of this By-Law

(33) The Owner must pay all of the reasonable costs of the Owners Corporation incurred in connection with the 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 the Owner pays those costs.

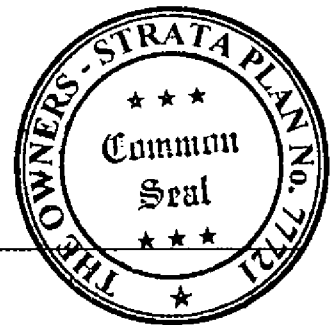


Annexure A



The seal of The Owners-Strata Plan No 77721 was affixed on 16/7/2018 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(s): *[Handwritten Signature]*
 Name(s) [use block letters]: DONNA BARTLEY
 Authority: STRATA MANAGER



ALL HANDWRITING MUST BE IN BLOCK CAPITALS
 1705

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 No 77721 was affixed on [^] 16/7/2018 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: *[Signature]* Name: DOHNA BARTLEY Authority: STRATA MANAGER

Signature: Name: Authority:

^ Insert appropriate date
* Strike through if inapplicable.

