

# Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>Valley Estate Agents Pty Ltd</b> Level 1/444 High Street, Maitland, NSW 2320	<b>Phone: 4934 1901</b> <b>Ref: Alana Barker</b>
co-agent		
vendor		
vendor's solicitor		
date for completion land (address, plan details and title reference)	<b>42nd day after the contract date</b> <b>603/23 Ravenshaw Street, Newcastle West 2302</b>  <b>Strata Plan: Lot 71 Strata Plan SP 93359</b>  <b>Folio Identifier: 71/SP93359</b>	(clause 15)
improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input checked="" type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> blinds <input checked="" type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: Intercom system, remote control for garage, washing machine and clothes dryer
exclusions	
purchaser	
purchaser's solicitor	
price deposit balance	_____ (10% of the price, unless otherwise stated)
contract date	(if not stated, the date this contract was made)

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

**GST AMOUNT** (optional) The price includes GST of: \$  
 buyer's agent

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

## SIGNING PAGE

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

### Choices

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

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

**Manual transaction** (clause 30)

NO  yes

(if yes, vendor must provide further details, including any applicable exemption, in the space below):

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

**Land tax** is adjustable

NO  yes

**GST:** Taxable supply

NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply

NO  yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))

by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

GST-free because the sale is the supply of a going concern under section 38-325

GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *GSTRW payment*

NO  yes (if yes, vendor must provide

(GST residential withholding payment)

details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input checked="" type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract <b>Other</b> <input type="checkbox"/> 60
<b>Home Building Act 1989</b> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <b>Swimming Pools Act 1992</b> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

Strata Plus Newcastle  
 PO Box 1160, NEWCASTLE NSW 2300 Phone: 02 4914 6800  
 newcastle@strataplus.com.au

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

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

### **Cooling off period (purchaser's rights)**

- 1 This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2 **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
  - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
  - (b) in any other case—the fifth business day after the day on which the contract was made.
- 3 There is **NO COOLING OFF PERIOD**—
  - (a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
  - (b) if the property is sold by public auction, or
  - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
  - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.
- 4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land and Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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 If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgage).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party* *serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

## 5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within 21 days* after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within 21 days* after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within a reasonable time*.

## 6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

## 7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within 14 days* after that *service*.

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

## 9 Purchaser's default

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

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
  - 9.2.1 for 12 months after the *termination*; or
  - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
  - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
    - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
    - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
  - 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

## 12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
  - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
  - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

**13 Goods and services tax (GST)**

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

## 14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

## 15 Date for completion

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

## 16 Completion

### • Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

### • Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

## 17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

**19 Rescission of contract**

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's* *solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's* *solicitor* (apart from a direction under clause 4.8 or clause 30.4);
- 20.6.2 *served* if it is *served* by the *party* or the *party's* *solicitor*;
- 20.6.3 *served* if it is *served* on the *party's* *solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's* *solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
- 20.6.8 *served* if it is provided to or by the *party's* *solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

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

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

## 25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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

**32 Residential off the plan contract**

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
  - 32.3.2 the claim for compensation is not a claim under this contract.

UNIT 603, 23 RAVENSHAW ST NEWCASTLE WEST NSW  
2302

## **Additional Conditions forming part of this Contract**

### **33. Real Estate Agents**

The purchaser warrants that they were not introduced to the property or the vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the vendor's agent, if any, specified in this contract). The purchaser will indemnify the vendor against any claim for commission by any real estate agent or other person arising out of an introduction of the purchaser and against all claims and expenses for the defence and determination of such a claim made against the vendor as a result of the breach of this warranty by the purchaser. This right continues after completion.

### **34. Notice to complete**

- (a) Despite any rule of law or equity to the contrary, the vendor and the purchaser agree that any notice to complete given by either party to the other party under this contract will be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion.
- (b) In the event that the vendor issues a Notice to Complete pursuant to special condition 34(a) then the purchaser agrees to pay the sum of \$400.00 plus GST to the vendor's solicitor on completion to reimburse the vendor for the cost of issuing the notice to complete. This special condition does not affect the vendor's rights against the purchaser to recover any other damages.

### **35. Capacity**

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

- (a) dies or becomes mentally ill, then either party may rescind this contract by written notice to the first party's solicitor and thereupon this contract will be at an end and the provisions of clause 19 apply; or
- (b) a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then that party will be in default under this contract.

### **36. Late completion**

Provided that the vendor is ready, willing and able to give title to the purchaser, if this contract is not completed for any reason (other than the vendor's default) on or before the Completion date then in addition to any other right which the vendor may have under this contract or otherwise the purchaser will on completion of this contract pay to the vendor interest on the balance of the purchase price at the rate of 10% per annum calculated on daily balances, commencing on the Completion date and continuing until completion of this contract. This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due and payable on completion.

### **37. Hunter Water Corporation**

The vendor discloses that Hunter Water Corporation will not provide a Sewerage Service Diagram for the subject property and the purchaser cannot make any objection, requisition, claim for compensation, rescind or terminate in respect to such disclosure.

### 38. Cancellation Fee

In the event of the following:

- (a) Settlement has been booked in with the vendor's mortgagee; and
- (b) Settlement is cancelled through no fault of the vendor; and
- (c) The vendor's mortgagee charges the vendor with a cancellation fee or re-booking fee;

then the purchaser will allow on completion in favour of the vendor the amount of the cancellation fee or re-booking fee.

### DELETE GUARANTEE IF NOT APPLICABLE

### 39. Guarantee

- (a) This special condition applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange.
- (b) The word guarantor means \*\*\*.
- (c) In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor:
  - (i) payment of all money payable by the purchaser under this contract; and
  - (ii) the performance of all of the purchaser's other obligations under this contract.
- (d) The guarantor:
  - (i) indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract; and
  - (ii) must pay on demand any money due to the vendor under this indemnity.
- (e) The guarantor is jointly and separately liable with the purchaser to the vendor for:
  - (i) the performance by the purchaser of its obligations under this contract; and
  - (ii) any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.
- (f) The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this special condition.
- (g) If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this special condition.
- (h) The guarantor's obligations under this special condition are not released, discharged or otherwise affected by:
  - (i) the granting of any time, waiver, covenant not to sue or other indulgence;
  - (ii) the release or discharge of any person;
  - (iii) an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
  - (iv) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;
  - (v) payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or

- (vi) the winding up of the purchaser.
- (vii) This special condition binds the guarantor and the executors, administrators and assigns of the guarantor.
- (i) This special condition operates as a Deed between the vendor and the guarantor.

**GUARANTEE EXECUTED** as a Deed

**Signed sealed and delivered** by **Name of Individual**  
in the presence of:

.....  
Signature of witness

.....  
Signature of guarantor

.....  
Name of witness (BLOCK LETTERS)

.....  
Address of witness (BLOCK LETTERS)

**Signed sealed and delivered** by **Name of Individual**  
in the presence of:

.....  
Signature of witness

.....  
Signature of guarantor

.....  
Name of witness (BLOCK LETTERS)

.....  
Address of witness (BLOCK LETTERS)

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

**Vendor:**

**Purchaser:**

**Property:** 603/23 Ravenshaw Street, Newcastle West

**Dated:**

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### Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
  - (a) has either the Vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
  - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

### Title

6. Subject to the Contract, on completion the Vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015(NSW) (Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009(Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the Vendor prior to completion.

### Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the Vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
  - (a) To what year has a return been made?
  - (b) What is the taxable value of the Property for land tax purposes for the current year?
13. The Vendor must serve on the Purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1959 (NSW)*) at least 14 days before completion.

### **Survey and Building**

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the Vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
  - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the Vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the Vendor a Final Occupation Certificate (as referred to in the former s109C of the Environmental Planning and Assessment Act) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;
    - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
  - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
  - (g) Has any work been carried out by the Vendor on the Property or the common property? If so:
    - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
    - (ii) does the Vendor have any continuing obligations in relation to the common property affected?
17. Is the Vendor aware of any proposals to:
  - (a) resume the whole or any part of the Property or the common property?
  - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
  - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
  - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
  - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
  - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
  - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18.
  - (a) Has the Vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
  - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property or the common property? If so please provide details and indicate if there are any proposals for amendment or revocation.
19. In relation to any swimming pool on the Property or the common property:
  - (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?

- (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
- (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
- (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
- (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

20.

- (a) Is the Vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
- (b) Is the Vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

**Affectations, notices and claims**

21. In respect of the Property and the common property:

- (a) Is the Vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
- (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
- (c) Is the Vendor aware of:
  - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
  - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
  - (iii) any latent defects in them?
- (d) Has the Vendor any notice or knowledge of them being affected by the following:
  - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the Purchaser?
  - (iii) any sum due to any local or public authority recoverable from the Purchaser? If so, it must be paid prior to completion.
  - (iv) any realignment or proposed realignment of any road adjoining them?
  - (v) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fiberglass or polyethylene or other flammable or combustible material such as cladding?

22.

- (a) If a licence benefits the Property please provide a copy and indicate:
  - (i) whether there are any existing breaches by any party to it;
  - (ii) whether there are any matters in dispute; and
  - (iii) whether the licensor holds any deposit, bond or guarantee
- (b) In relation to such licence:
  - (i) all licence fees and other moneys payable should be paid up to and beyond the date of completion;
  - (ii) the Vendor must comply with all requirements to allow the benefit to pass to the Purchaser.

**Applications, Orders etc**

23. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.

24. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the Vendor or the Owners Corporation? If so, please provide particulars.
25. Are there any:
- (a) orders of the Tribunal;
  - (b) notices of or investigations by the Owners Corporation;
  - (c) notices or orders issued by any Court; or
  - (d) notices or orders issued by the Council or any public authority or water authority, affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the Vendor they should be complied with by the Vendor before completion.
26. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
27. Has the Vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
28. Has any proposal been given by any person or entity to the Owners Corporation or to the Vendor for:
- (a) a collective sale of the strata scheme; or
  - (b) a redevelopment of the strata scheme (including a strata renewal proposal)?
- If so, please provide particulars of the proposal and the steps taken and decision made in relation to the proposal to the present time.

#### **Owners Corporation management**

29. Has the initial period expired?
30. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
31. If the Property includes a utility lot, please specify the restrictions.
32. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
33. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
  - (b) when does the term of each appointment expire; and
  - (c) what functions have been delegated to the strata managing agent and/or the building manager.
34. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
35. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
36. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
37. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
38. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have been they been consolidated? If so, please provide particulars.
39. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
40. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
41. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the Purchaser at least 7 days prior to completion.
42. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
  - (b) fire safety;
  - (c) occupational health and safety;
  - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
  - (e) the preparation and review of the 10-year plan for the capital works fund; and

(f) repair and maintenance.

43. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
44. Has an internal dispute resolution process been established? If so, what are its terms?
45. Has the Owners Corporation complied with its obligations to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

**Capacity**

46. If the Contract discloses that the Vendor is the trustee, evidence should be produced to establish the trustee's power of sale.

**Requisitions and transfer**

47. If not attached to the Contract and the transaction is not an excluded transaction, any clearance certificate under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the Purchaser at least 7 days prior to completion.
48. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.
49. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
50. If the Vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
51. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
52. The Purchaser reserves the right to make further requisitions prior to completion.
53. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



FOLIO: 71/SP93359

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SEARCH DATE	TIME	EDITION NO	DATE
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18/7/2025	3:36 PM	3	13/10/2023

LAND

-----

LOT 71 IN STRATA PLAN 93359  
AT NEWCASTLE WEST  
LOCAL GOVERNMENT AREA NEWCASTLE

FIRST SCHEDULE

-----

(T AT517587)

SECOND SCHEDULE (2 NOTIFICATIONS)

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- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP93358
- 2 AT517588 MORTGAGE TO MACQUARIE BANK LIMITED

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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



FOLIO: CP/SP93358

SEARCH DATE	TIME	EDITION NO	DATE
18/7/2025	4:14 PM	4	21/4/2022

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 93358  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT NEWCASTLE WEST  
LOCAL GOVERNMENT AREA NEWCASTLE  
PARISH OF NEWCASTLE COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM SP93358

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 93358  
ADDRESS FOR SERVICE OF DOCUMENTS:  
STRATA PLUS,  
P.O. BOX 1160, NEWCASTLE, NSW, 2300

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN THE TITLE DIAGRAM
- 3 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP93358
- 4 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 8AA STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973. SEE SP93358
- 5 THE STRATA SCHEME AND DEVELOPMENT CONTRACT IN TERMS OF SECTION 8(5) (A) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973 INCORPORATES DEVELOPMENT 51 AND 52
- 6 DP1146752 RIGHT OF ACCESS 12 METRE(S) WIDE AND LIMITED IN DEPTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1146752 RIGHT OF FOOTWAY VARIABLE WIDTH AND LIMITED IN DEPTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 AQ67253 INITIAL PERIOD EXPIRED
- 9 AS55049 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 93358

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 73	2	- 51	3	- 51	4	- 49
5	- 39	6	- 83	7	- 73	8	- 67

END OF PAGE 1 - CONTINUED OVER

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000) (CONTINUED)

STRATA PLAN 93358

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
9	- 45	10	- 73	11	- 89	12	- 48
13	- 48	14	- 47	15	- 37	16	- 78
17	- 69	18	- 66	19	- 48	20	- 76
21	- 87	22	- 49	23	- 49	24	- 48
25	- 40	26	- 79	27	- 70	28	- 66
29	- 41	30	- 73	31	- 88	32	- 50
33	- 52	34	- 49	35	- 40	36	- 84
37	- 72	38	- 67	39	- 44	40	- 74
41	- 94	42	- 54	43	- 52	44	- 51
45	- 44	46	- 84	47	- 75	48	- 68
49	- 45	50	- 80	51	- SP93359	52	- 2533

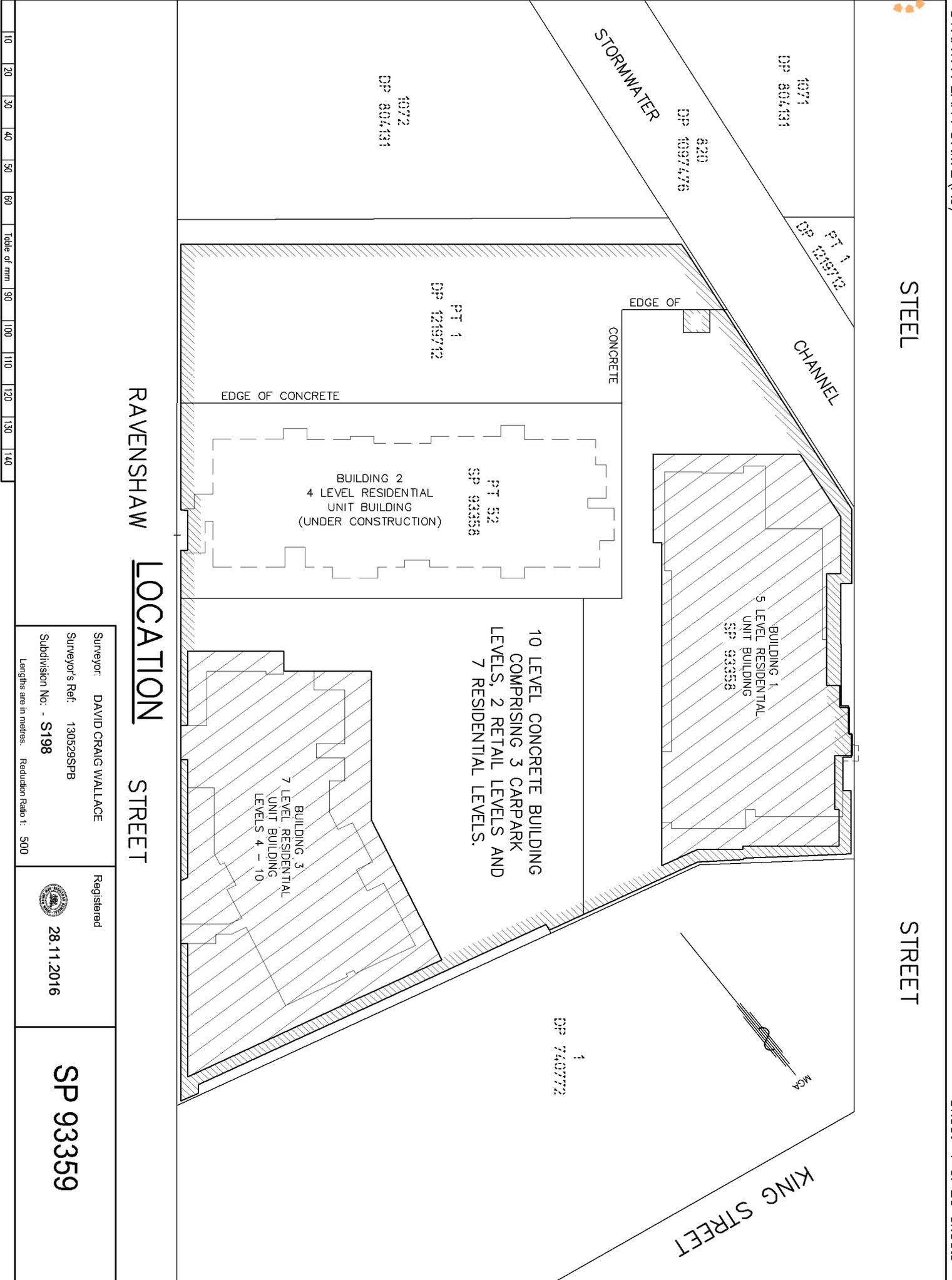
STRATA PLAN 93359

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
53	- 97	54	- 41	55	- 99	56	- 61
57	- 66	58	- 67	59	- 67	60	- 74
61	- 98	62	- 69	63	- 97	64	- 65
65	- 77	66	- 66	67	- 64	68	- 73
69	- 97	70	- 68	71	- 97	72	- 65
73	- 78	74	- 71	75	- 65	76	- 74
77	- 99	78	- 67	79	- 98	80	- 68
81	- 79	82	- 72	83	- 66	84	- 76
85	- 101	86	- 70	87	- 100	88	- 69
89	- 81	90	- 73	91	- 66	92	- 77
93	- 102	94	- 69	95	- 101	96	- 71
97	- 84	98	- 74	99	- 69	100	- 81
101	- 105	102	- 71	103	- 106	104	- 73
105	- 86	106	- 77	107	- 71	108	- 80
109	- 2	110	- 1	111	- 1	112	- 1
113	- 1	114	- 1	115	- 1	116	- 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

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



RAVENSHAW STREET

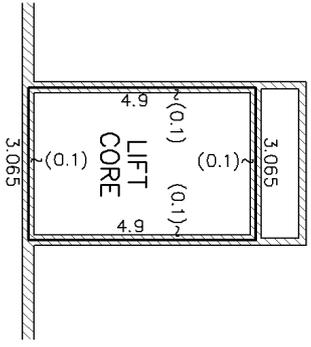
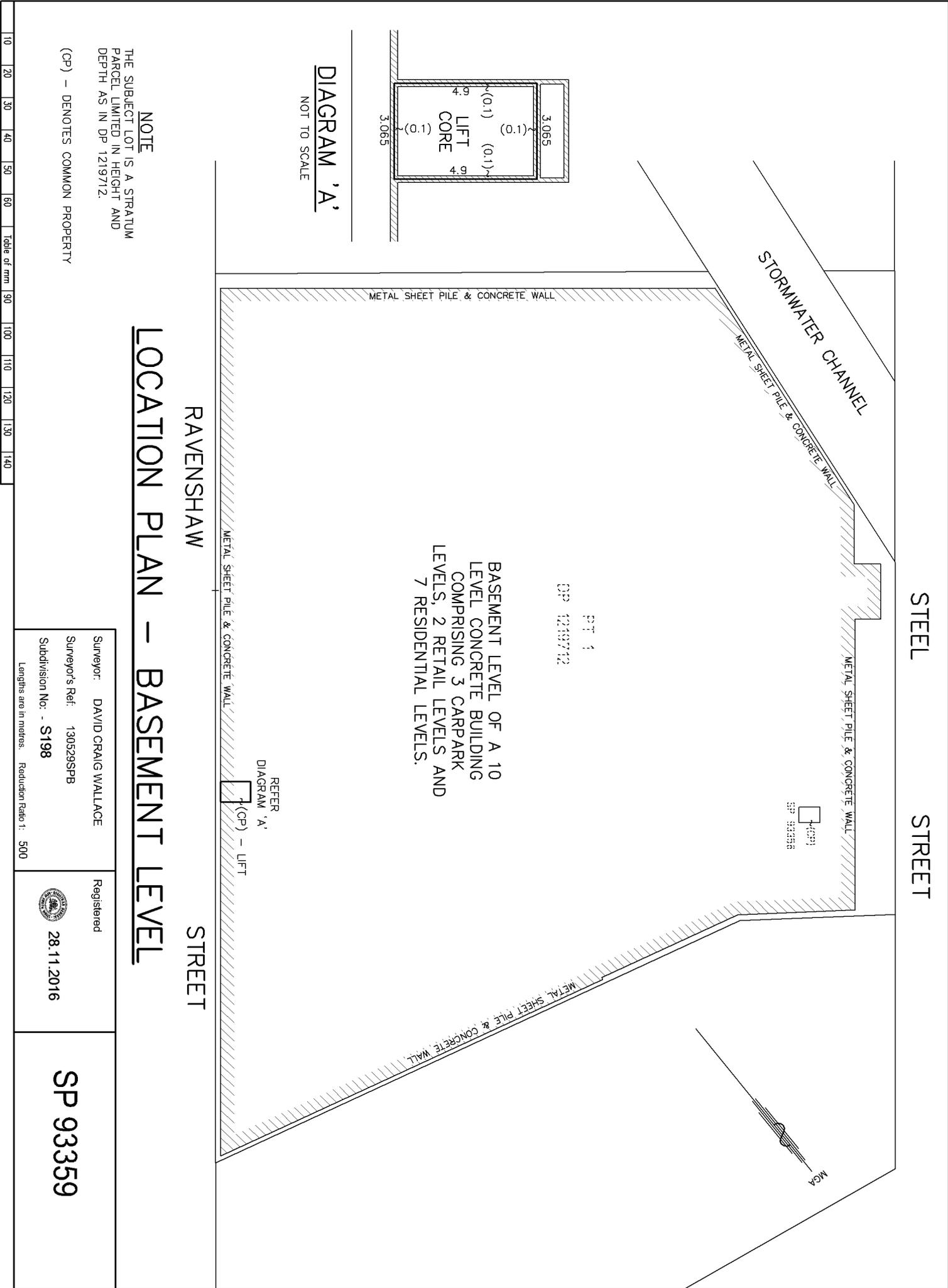
LOCATION

STREET

Surveyor: DAVID CRAIG WALLACE  
 Surveyor's Ref: 130529SPB  
 Subdivision No: - S198  
 Lengths are in metres. Reduction Ratio 1: 500

Registered  
  
 28.11.2016

SP 93359



**DIAGRAM 'A'**  
NOT TO SCALE

**LOCATION PLAN - BASEMENT LEVEL**

**NOTE**  
THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH AS IN DP 1219712.

(CP) - DENOTES COMMON PROPERTY

10	20	30	40	50	60	70	80	90	100	110	120	130	140
Table of mm													

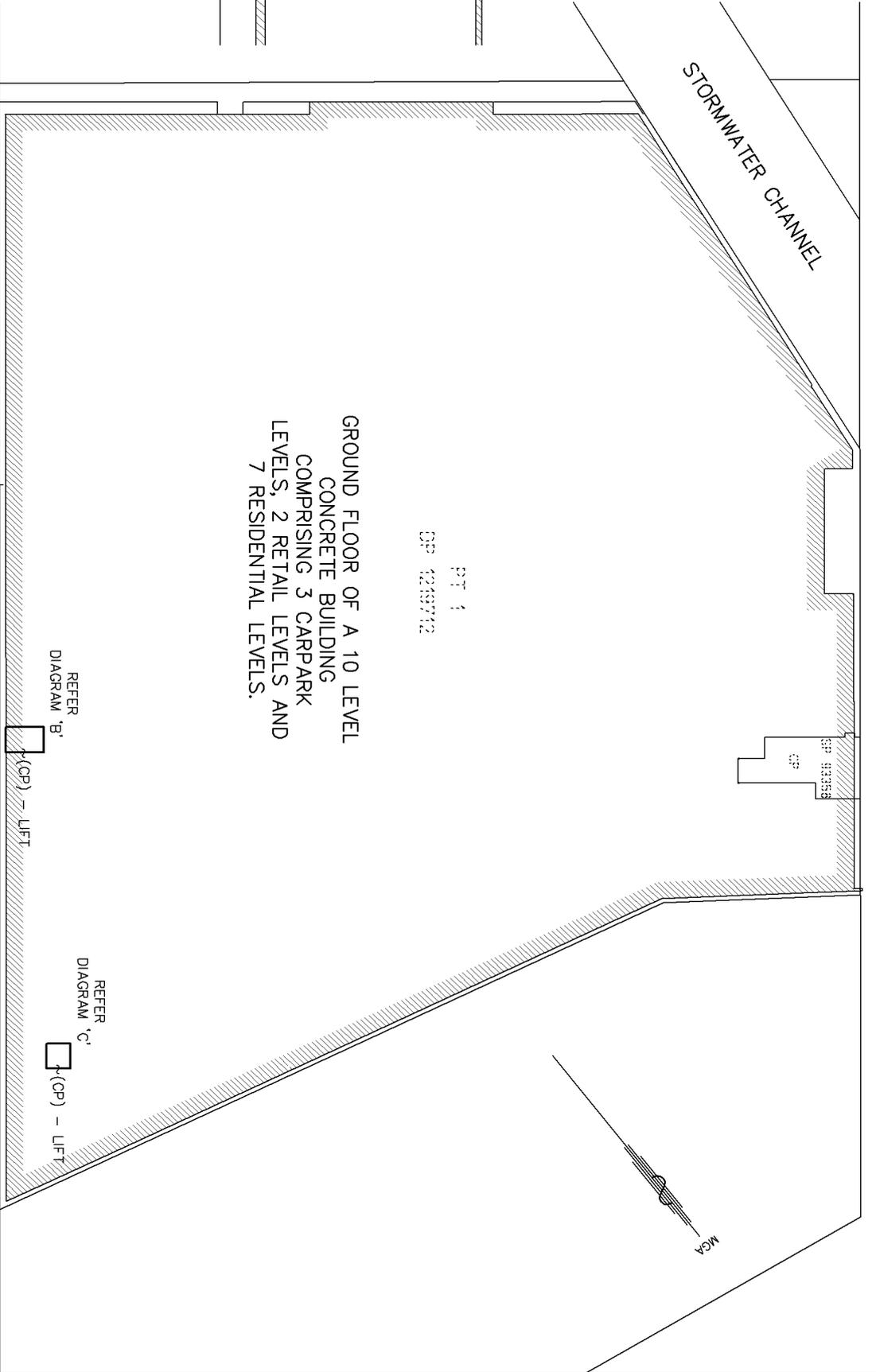
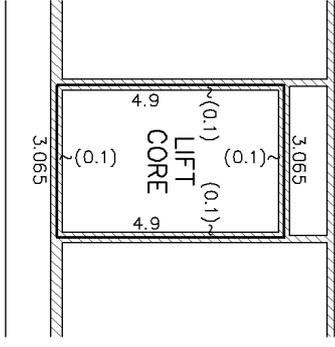
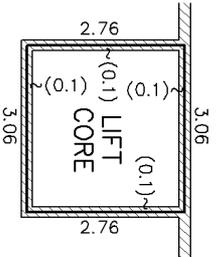
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 Surveyor's Ref: 130529SPB  
 Subdivision No: - S198  
 Lengths are in metres. Reduction Ratio 1: 500

Registered  
 28.11.2016

**SP 93359**

REFER  
 DIAGRAM 'A'  
 (CP) - LIFT

PT 1  
 DP 1219712



RAVENSHAW  
LOCATION PLAN - GROUND FLOOR  
STREET

NOTE

THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH AS IN DP 1219712.

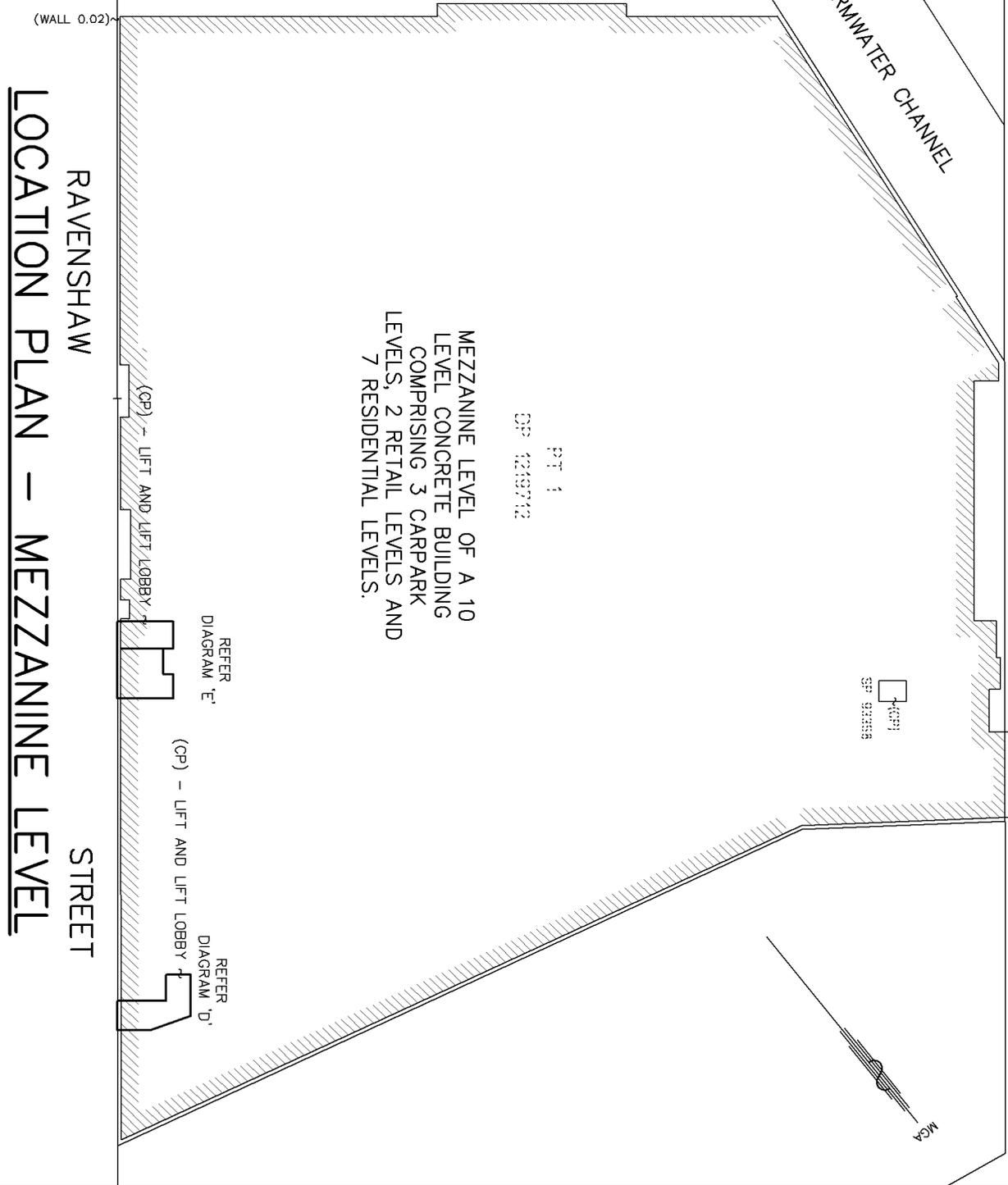
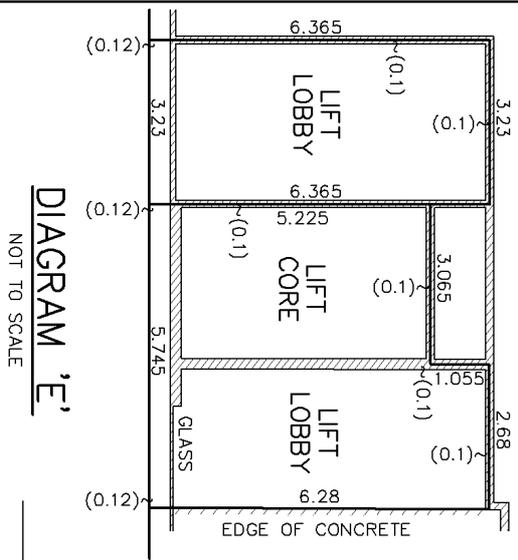
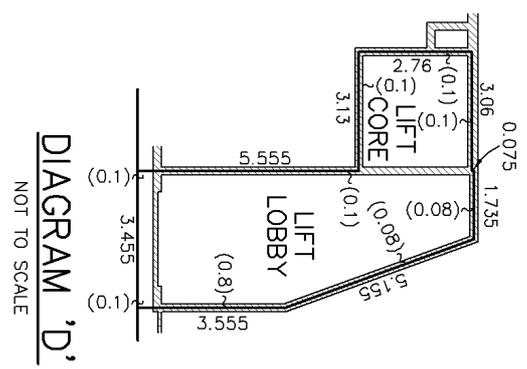
(CP) - DENOTES COMMON PROPERTY

Surveyor: DAVID CRAIG WALLACE  
Surveyor's Ref: 130529SPB  
Subdivision No: - S198  
Lengths are in metres. Reduction Ratio 1: 500

Registered  
28.11.2016

SP 93359

10	20	30	40	50	60	70	80	90	100	110	120	130	140
Table of mm													



**LOCATION PLAN - MEZZANINE LEVEL**

**NOTE**

THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH AS IN DP 1219712.

(CP) - DENOTES COMMON PROPERTY

10	20	30	40	50	60	70	80	90	100	110	120	130	140
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Table of mm

Surveyor: DAVID CRAIG WALLACE  
 Surveyor's Ref: 130529SPB  
 Subdivision No: - S198  
 Lengths are in metres. Reduction Ratio 1: 500

Registered  
 28.11.2016

**SP 93359**

STEEL STREET

STORMWATER CHANNEL

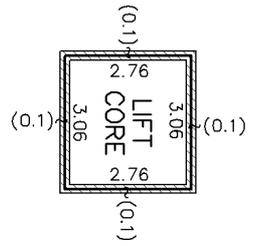


DIAGRAM 'G'

NOT TO SCALE

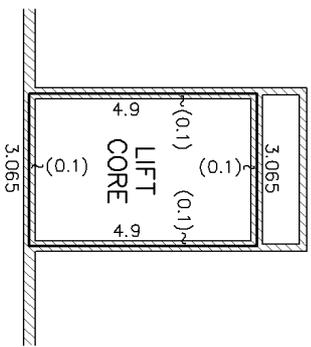
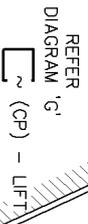
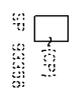


DIAGRAM 'F'

NOT TO SCALE

LEVELS 1 & 1A OF A 10 LEVEL CONCRETE BUILDING COMPRISING 3 CARPARK LEVELS, 2 RETAIL LEVELS AND 7 RESIDENTIAL LEVELS.

PT 4  
DP 1219712



NOTE  
THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH AS IN DP 1219712.

RAVENSHAW  
LOCATION PLAN - LEVELS 1 & 1A  
STREET

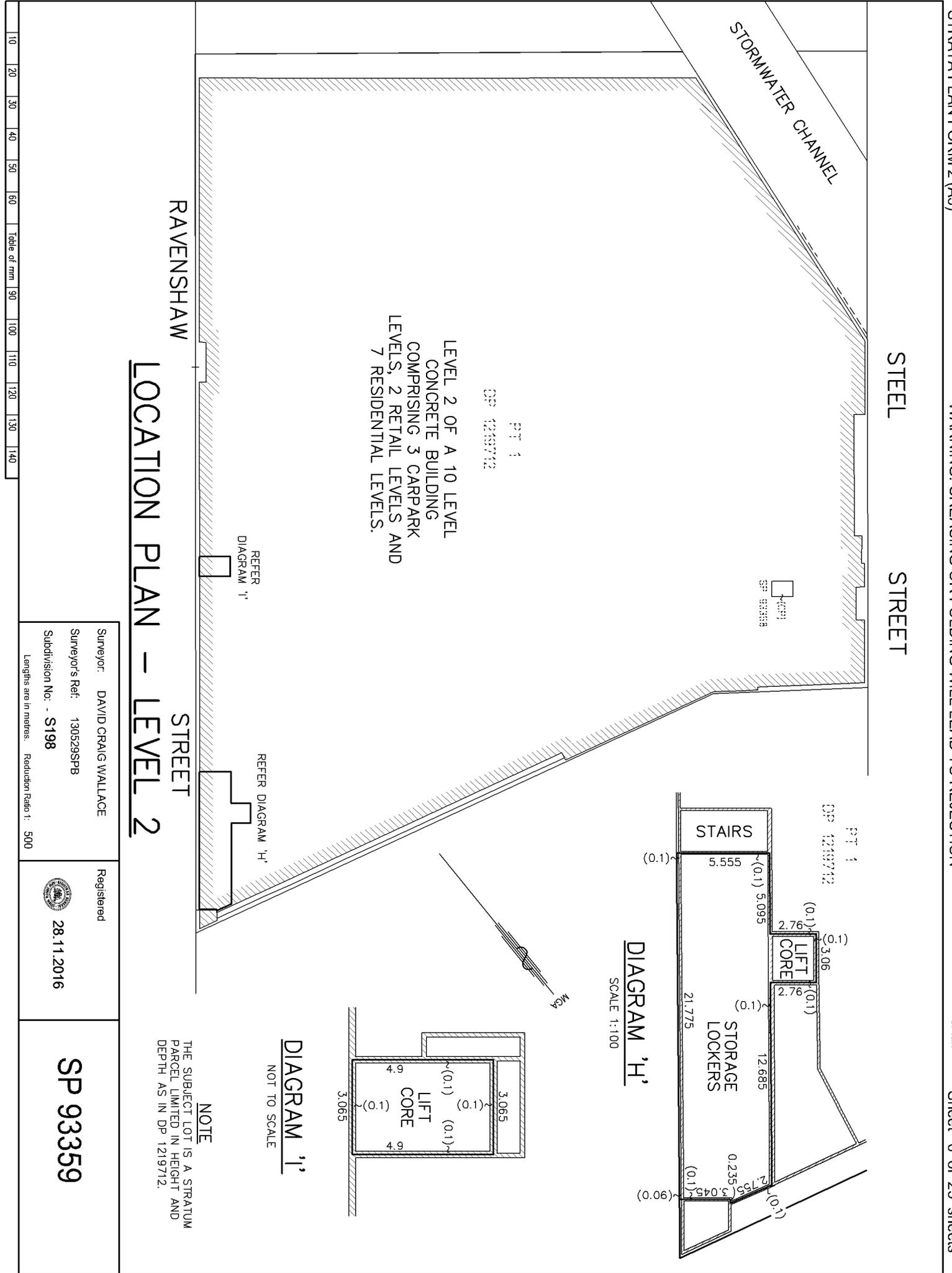
(CP) - DENOTES COMMON PROPERTY

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Table of mm													

Surveyor: DAVID CRAIG WALLACE  
 Surveyor's Ref: 130529SPB  
 Subdivision No: - S198  
 Lengths are in metres. Reduction Ratio: 1: 500

Registered  
 28.11.2016

SP 93359



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Table of mm

Surveyor: DAVID CRAIG WALLACE  
 Surveyor's Ref: 130529SPP  
 Subdivision No: - S198  
 Lengths are in metres. Reduction Ratio 1: 500

Registered  
 28.11.2016

SP 93359



STEEL

STREET

STORMWATER CHANNEL

**NOTE**  
 THE SUBJECT LOT IS A STRATUM  
 PARCEL LIMITED IN HEIGHT AND  
 DEPTH AS IN DP 1219712.

DP 1219712

EDGE OF CONCRETE

EDGE OF

CONCRETE

BUILDING 2  
 4 LEVEL RESIDENTIAL  
 UNIT BUILDING  
 (UNDER CONSTRUCTION)

SP 93359

33

BUILDING 1  
 5 LEVEL RESIDENTIAL  
 UNIT BUILDING

SP 93359

LEVEL 4 OF A 10 LEVEL  
 CONCRETE BUILDING  
 COMPRISING 3 CARPARK  
 LEVELS, 2 RETAIL  
 LEVELS AND 7  
 RESIDENTIAL LEVELS.

47.04

65.24

BUILDING 3  
 7 LEVEL RESIDENTIAL  
 UNIT BUILDING

(WALL 0.1)

(9.75)

(WALL 0.02)

(WALL 0.02)

(WALL 0.02)

(WALL 0.06)

RAVENSHAW  
**LOCATION PLAN - LEVEL 4**

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140

Table of mm

Surveyor: DAVID CRAIG WALLACE  
 Surveyor's Ref: 130529SPB  
 Subdivision No: - S198  
 Lengths are in metres. Reduction Ratio 1: 500

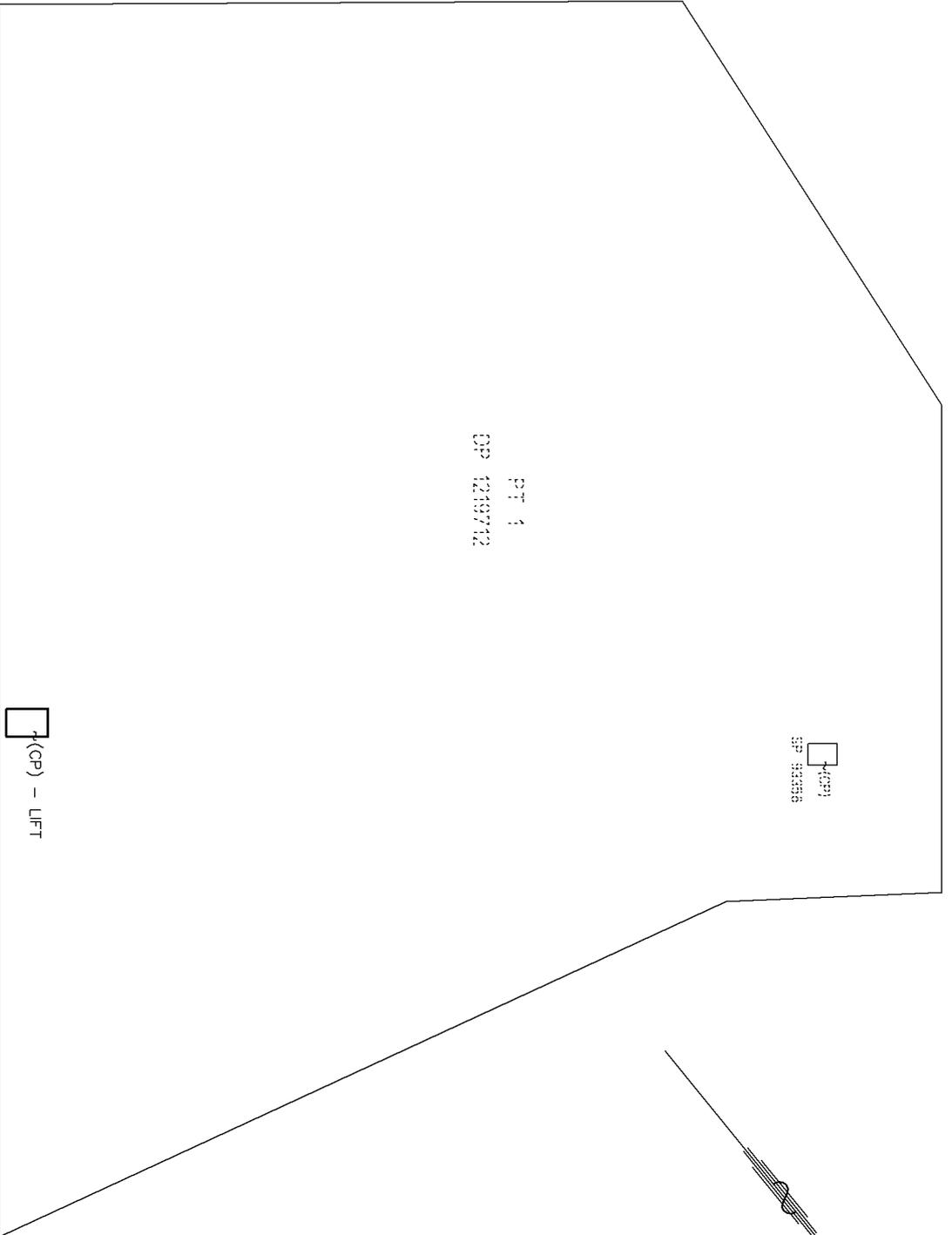
Registered  
  
 28.11.2016

**SP 93359**

10	20	30	40	50	60	70	80	90	100	110	120	130	140
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Table of mm

(CP) - DENOTES COMMON PROPERTY



# BASEMENT LEVEL

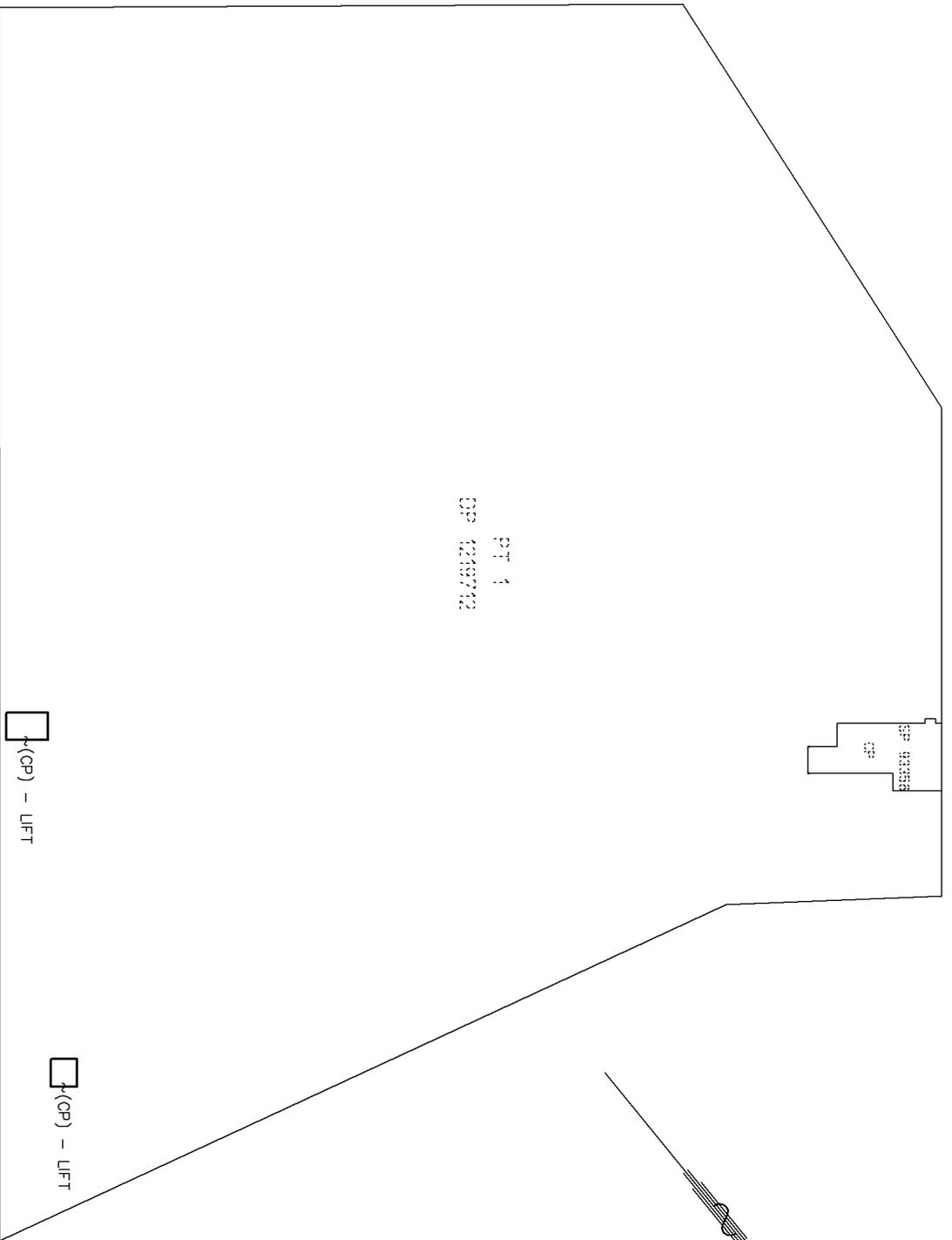
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Surveyor's Ref: 130529SPB  
Subdivision No: - **S198**  
Lengths are in metres. Reduction Ratio 1: 500

Registered  
28.11.2016

**SP 93359**

10
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Table of mm
90
100
110
120
130
140

(CP) - DENOTES COMMON PROPERTY



# GROUND FLOOR

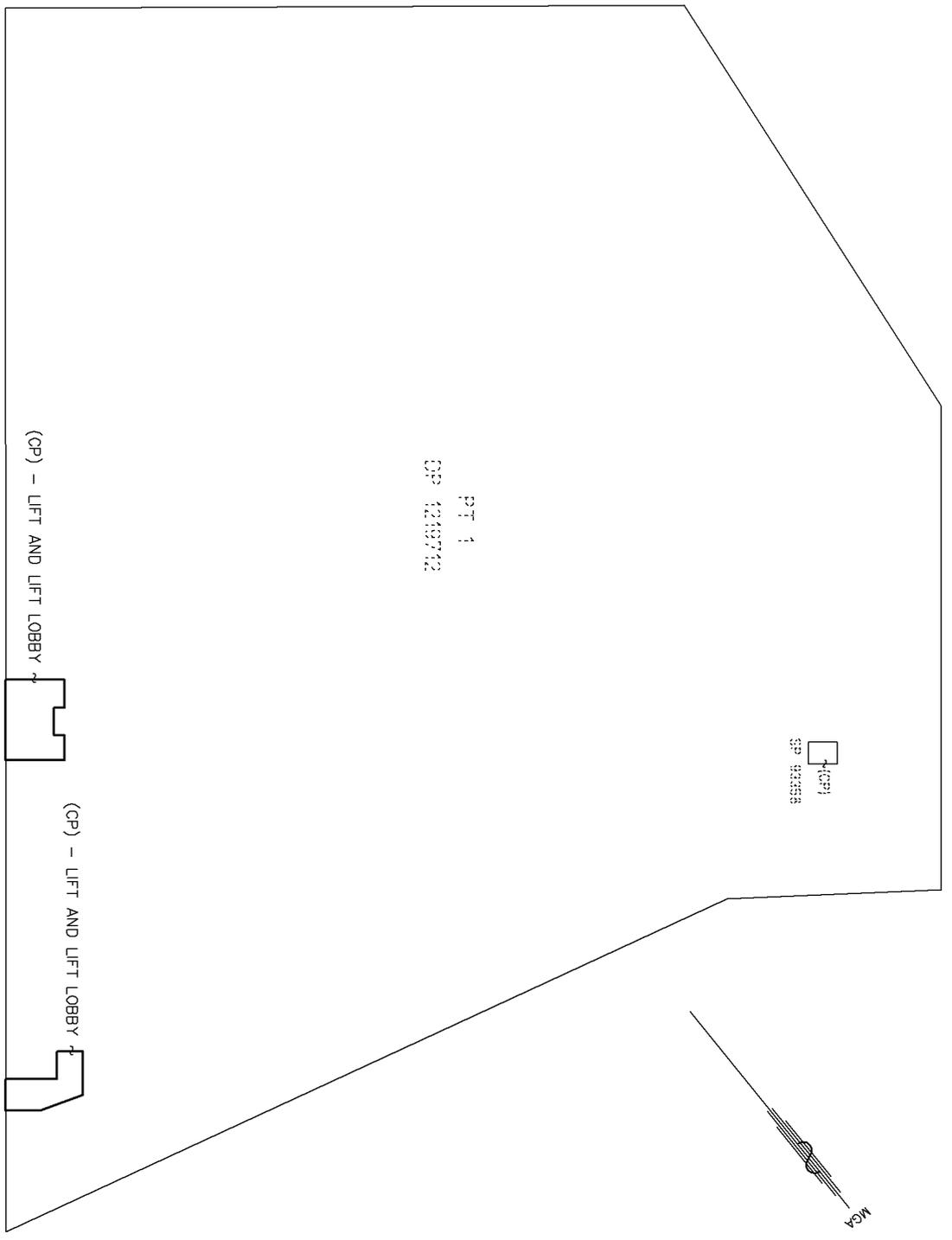
Surveyor: DAVID CRAIG WALLACE  
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 Subdivision No: - **S198**  
 Lengths are in metres. Reduction Ratio 1: 500

Registered  
  
 28.11.2016

**SP 93359**

10	20	30	40	50	60	Table of mm	90	100	110	120	130	140
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(CP) - DENOTES COMMON PROPERTY



# MEZZANINE LEVEL

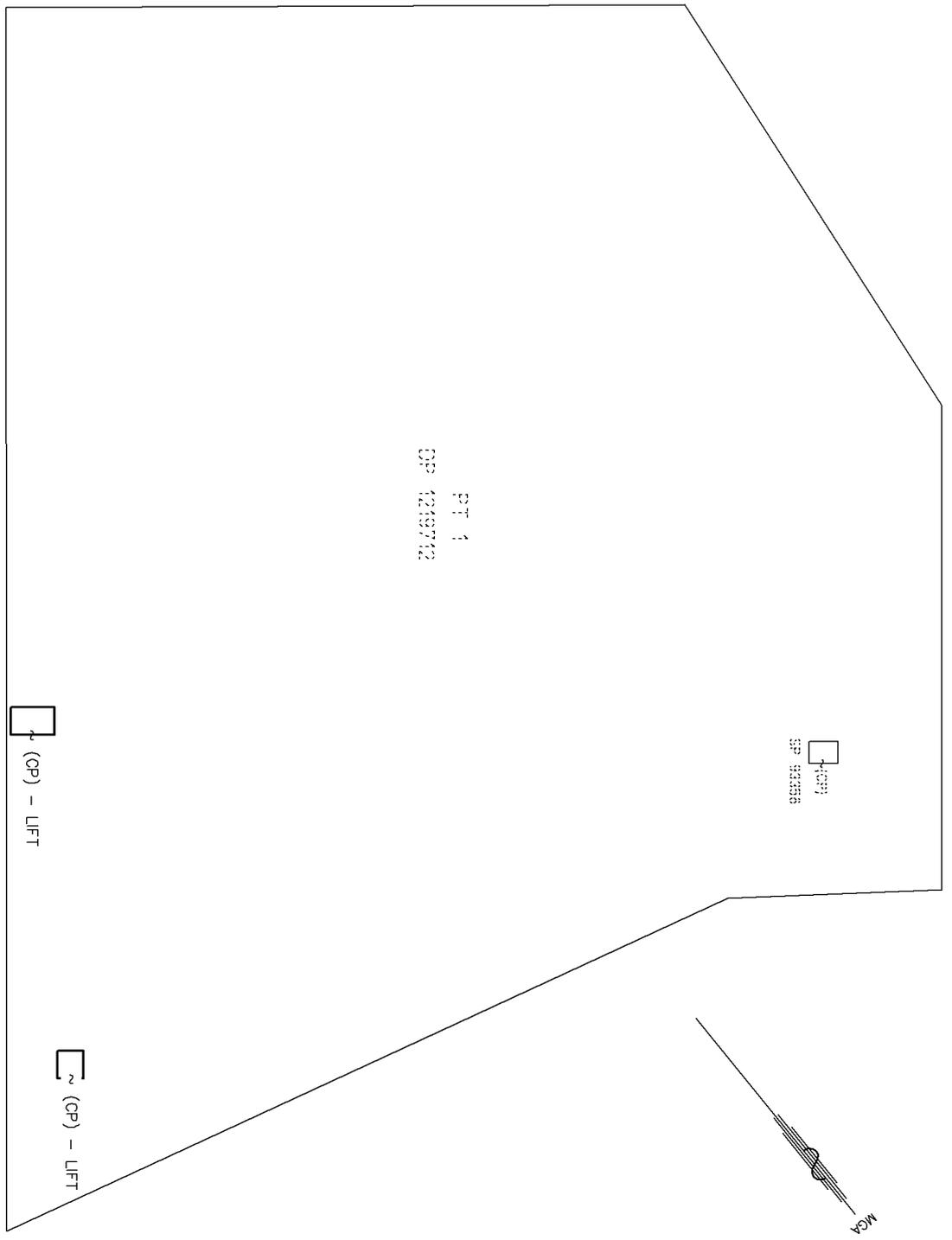
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Surveyor's Ref: 130529SPB  
Subdivision No: - S198  
Lengths are in metres. Reduction Ratio 1: 500

Registered  
28.11.2016

SP 93359

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Table of mm
90
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110
120
130
140

(CP) - DENOTES COMMON PROPERTY



# LEVEL 1

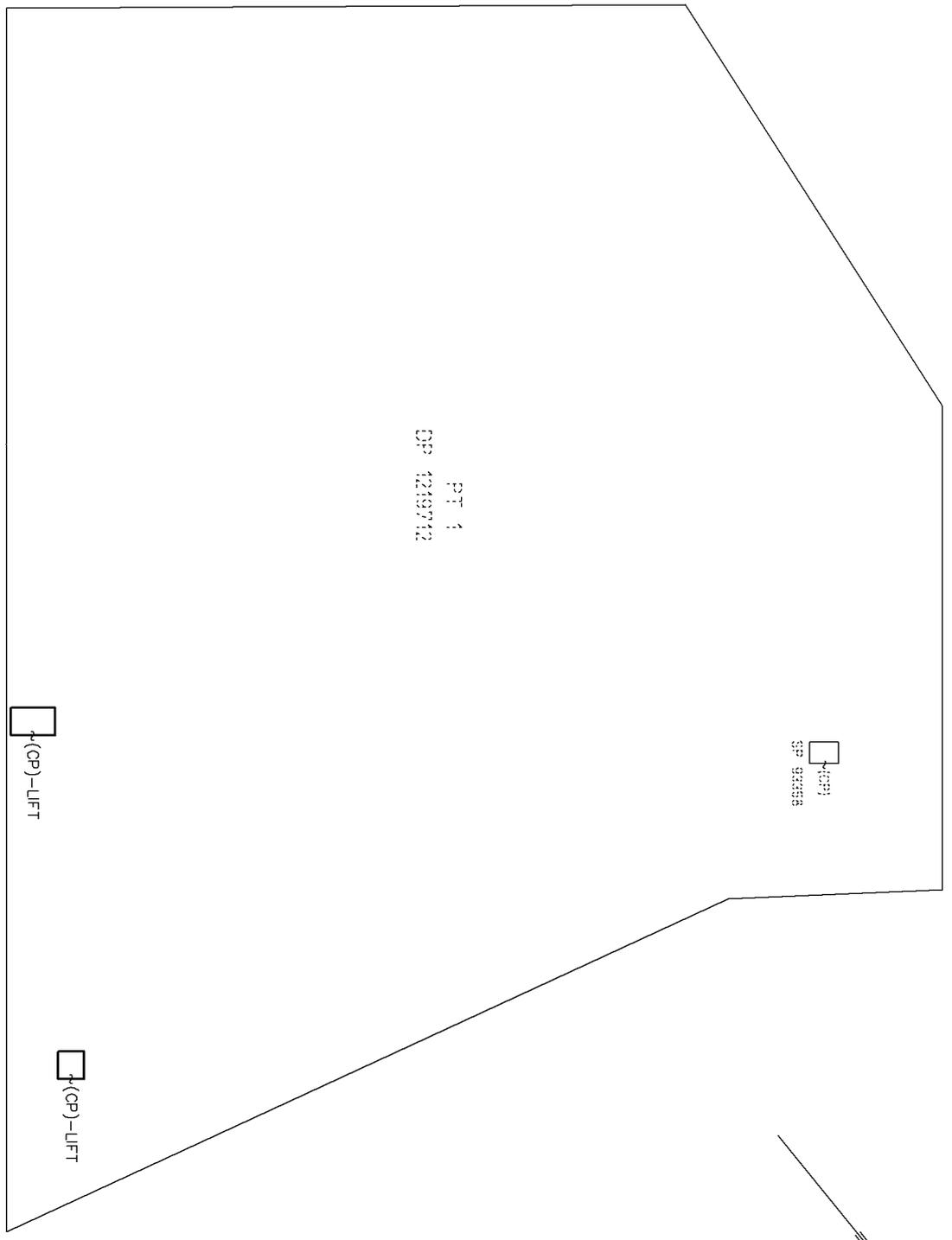
Surveyor: DAVID CRAIG WALLACE  
 Surveyor's Ref: 130529SPPB  
 Subdivision No: - S198  
 Lengths are in metres. Reduction Ratio 1: 500

Registered  
 28.11.2016

SP 93359

10
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30
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Table of mm
90
100
110
120
130
140

(CP) - DENOTES COMMON PROPERTY



# LEVEL 1A

Surveyor: DAVID CRAIG WALLACE  
 Surveyor's Ref: 130529SPPB  
 Subdivision No: - S198  
 Lengths are in metres. Reduction Ratio 1: 500

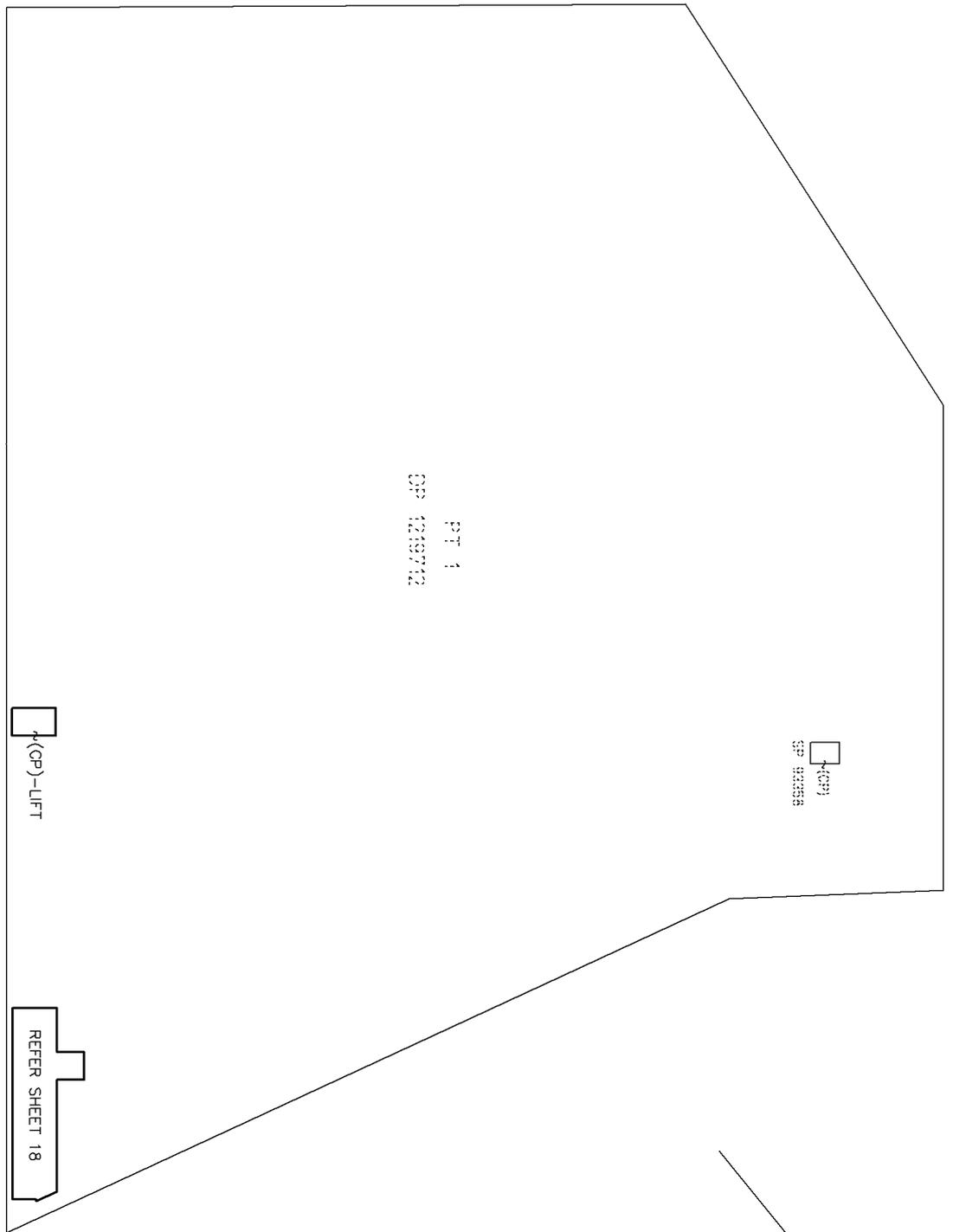
Registered  
  
 28.11.2016

**SP 93359**

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Table of mm

(CP) - DENOTES COMMON PROPERTY

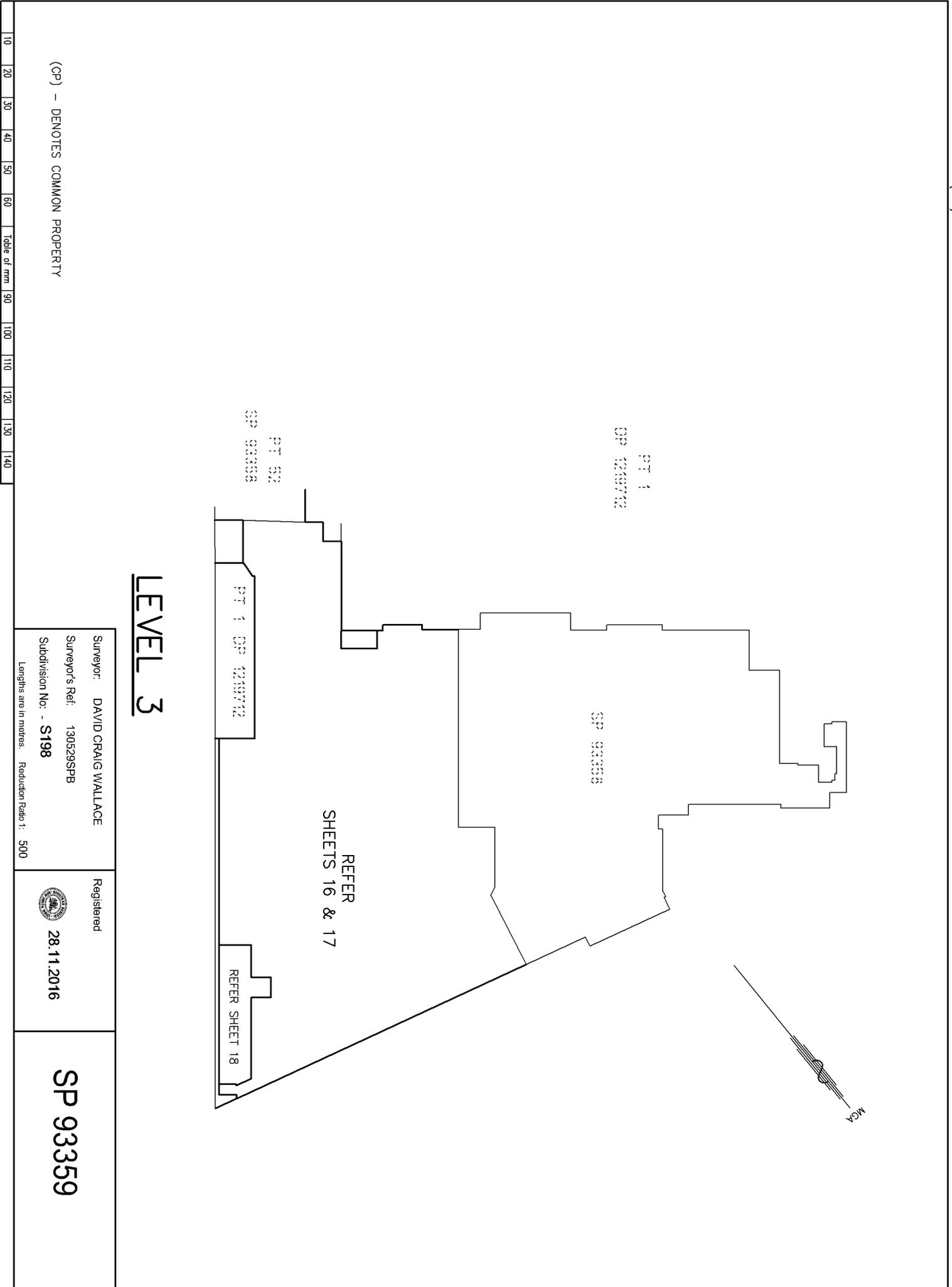


# LEVEL 2

Surveyor: DAVID CRAIG WALLACE  
Surveyor's Ref: 130529SPB  
Subdivision No: - S198  
Lengths are in metres. Reduction Ratio 1: 500

Registered  
28.11.2016

## SP 93359



(CP) - DENOTES COMMON PROPERTY

10 20 30 40 50 60 70 80 90 100 110 120 130 140

Table of mm

**LEVEL 3**

REFER SHEETS 16 & 17

PT 1 CP 1219712

PT 52  
SP 93359

SP 93359

PT 1  
CP 1219712

REFER SHEET 18

MCA

**SP 93359**

Surveyor: DAVID CRAIG WALLACE

Registered

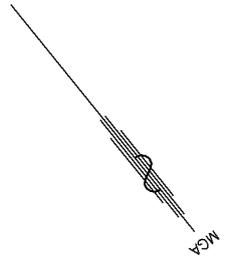
Surveyor's Ref: 130529SPPB

Subdivision No: - S198

28.11.2016

Lengths are in metres. Reduction Ratio 1: 500



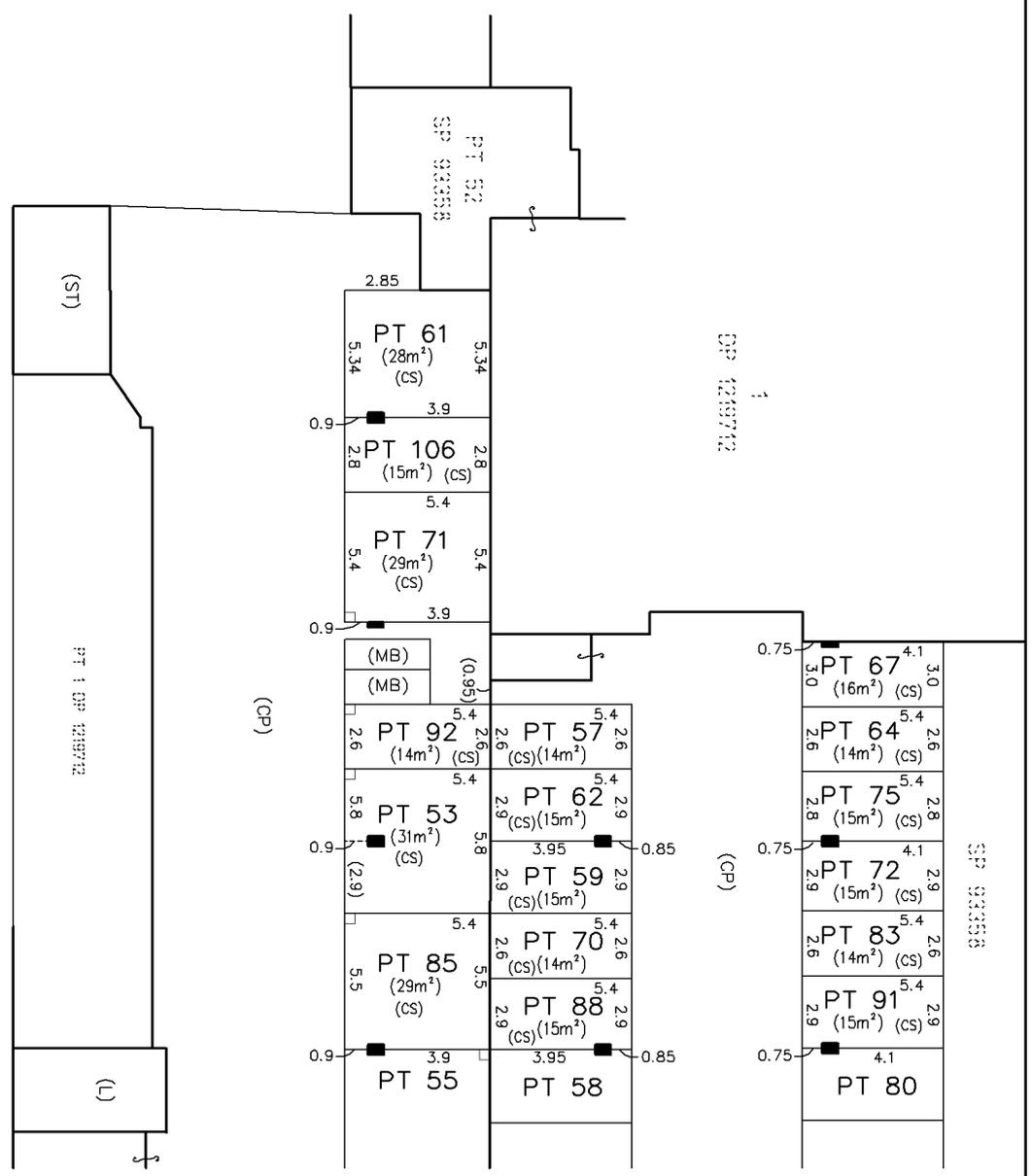


- └── DENOTES 90°
- DENOTES PROLONGATION OF CENTRELINE OF COLUMN
- DENOTES PROLONGATION OF FACE OF COLUMN
- (CS) - DENOTES CAR SPACE
- (CP) - DENOTES COMMON PROPERTY
- (L) - DENOTES LIFT (COMMON PROPERTY)
- (MB) - DENOTES MOTORBIKE PARKING (COMMON PROPERTY)
- (ST) - DENOTES STAIRS (COMMON PROPERTY)

**NOTES**

ALL AREAS ARE APPROXIMATE ONLY AND HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. FOR CLARITY, NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN.

THE STRATUM OF THE CAR SPACES IS LIMITED TO 2.2 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS AND EXCLUDES ANY STRUCTURAL CUBIC SPACE WHICH MAY EXIST WITHIN THE DEFINED STRATUM.



**CARPARKING LEVEL 3**

- (CS) - DENOTES CAR SPACE
- (CP) - DENOTES COMMON PROPERTY
- (GB) - DENOTES COMMON GARBAGE AREA
- (L) - DENOTES COMMON LIFT
- (LL) - DENOTES COMMON LIFT LOBBY
- (MB) - DENOTES MOTORBIKE PARKING
- (ST) - DENOTES COMMON STAIRS

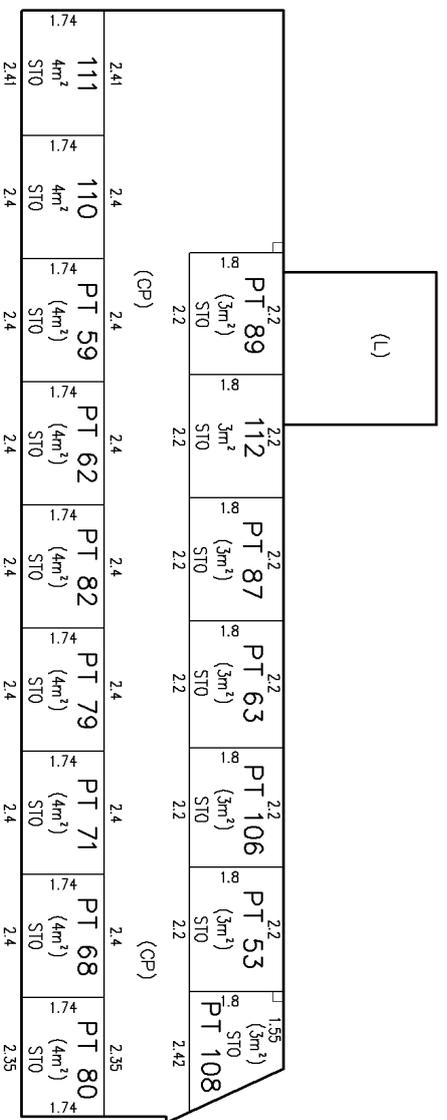
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Table of mm

Surveyor: DAVID CRAIG WALLACE  
 Surveyor's Ref: 130529SPB  
 Subdivision No: - S198  
 Lengths are in metres. Reduction Ratio 1: 200

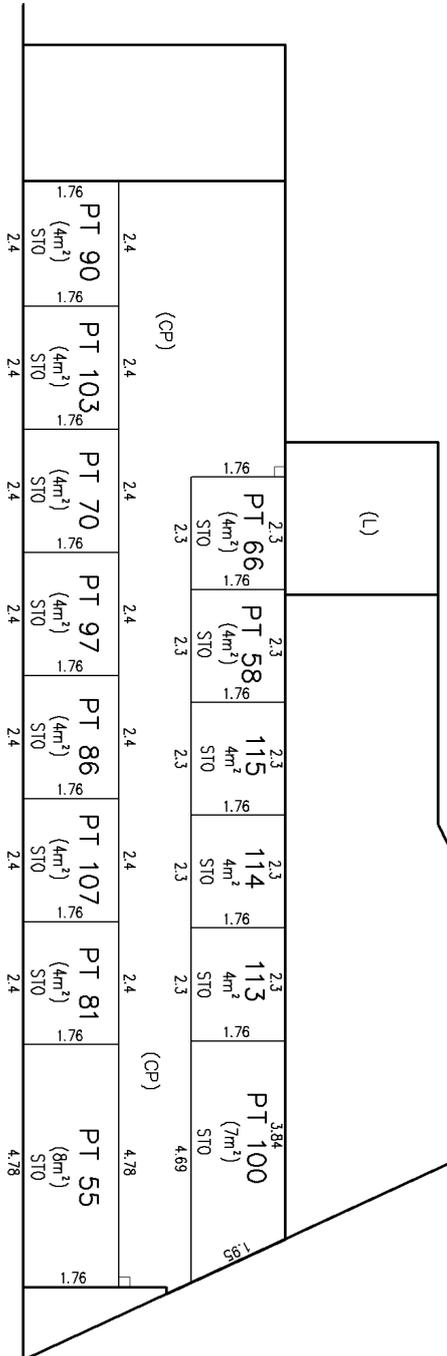
Registered  
 28.11.2016

**SP 93359**



## STORAGE LEVEL 2

**NOTES**  
 ALL AREAS ARE APPROXIMATE ONLY AND HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. FOR CLARITY, NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN.



## STORAGE LEVEL 3

- ┌ DENOTES 90°
- ▬ DENOTES PROLONGATION OF CENTRELINE OF COLUMN
- ▬ DENOTES PROLONGATION OF FACE OF COLUMN
- (CP) DENOTES COMMON PROPERTY
- (STO) DENOTES STORAGE
- (L) DENOTES LIFT (COMMON PROPERTY)

Surveyor: DAVID CRAIG WALLACE  
 Surveyor's Ref: 130529SPB  
 Subdivision No: - S198  
 Lengths are in metres. Reduction Ratio: 1: 100

Registered  
 28.11.2016

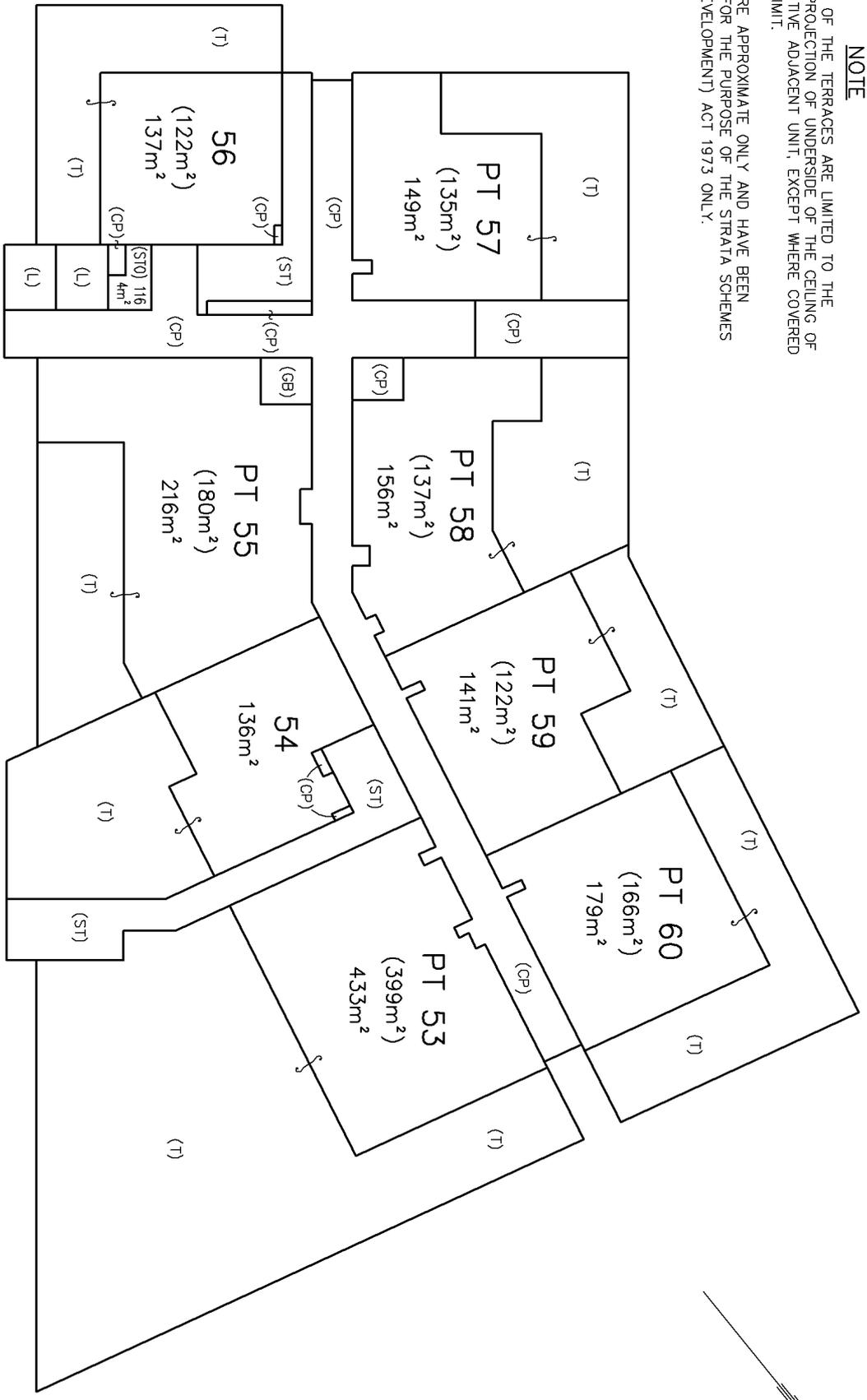
SP 93359

10	20	30	40	50	60	Table of mm	90	100	110	120	130	140
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**NOTE**

THE STRATUM OF THE TERRACES ARE LIMITED TO THE HORIZONTAL PROJECTION OF UNDERSIDE OF THE CEILING OF THEIR RESPECTIVE ADJACENT UNIT, EXCEPT WHERE COVERED WITHIN THIS LIMIT.

ALL AREAS ARE APPROXIMATE ONLY AND HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.



**LEVEL 4**

- (CP) - DENOTES COMMON PROPERTY
- (GB) - DENOTES GARBAGE AREA (COMMON PROPERTY)
- (L) - DENOTES LIFT (COMMON PROPERTY)
- (ST) - DENOTES STAIRS (COMMON PROPERTY)
- (T) - DENOTES TERRACE
- (STO) - DENOTES STORAGE

Surveyor: DAVID CRAIG WALLACE

Surveyor's Ref: 130529SPB

Subdivision No: - S198

Lengths are in metres. Reduction Ratio 1: 200

Registered



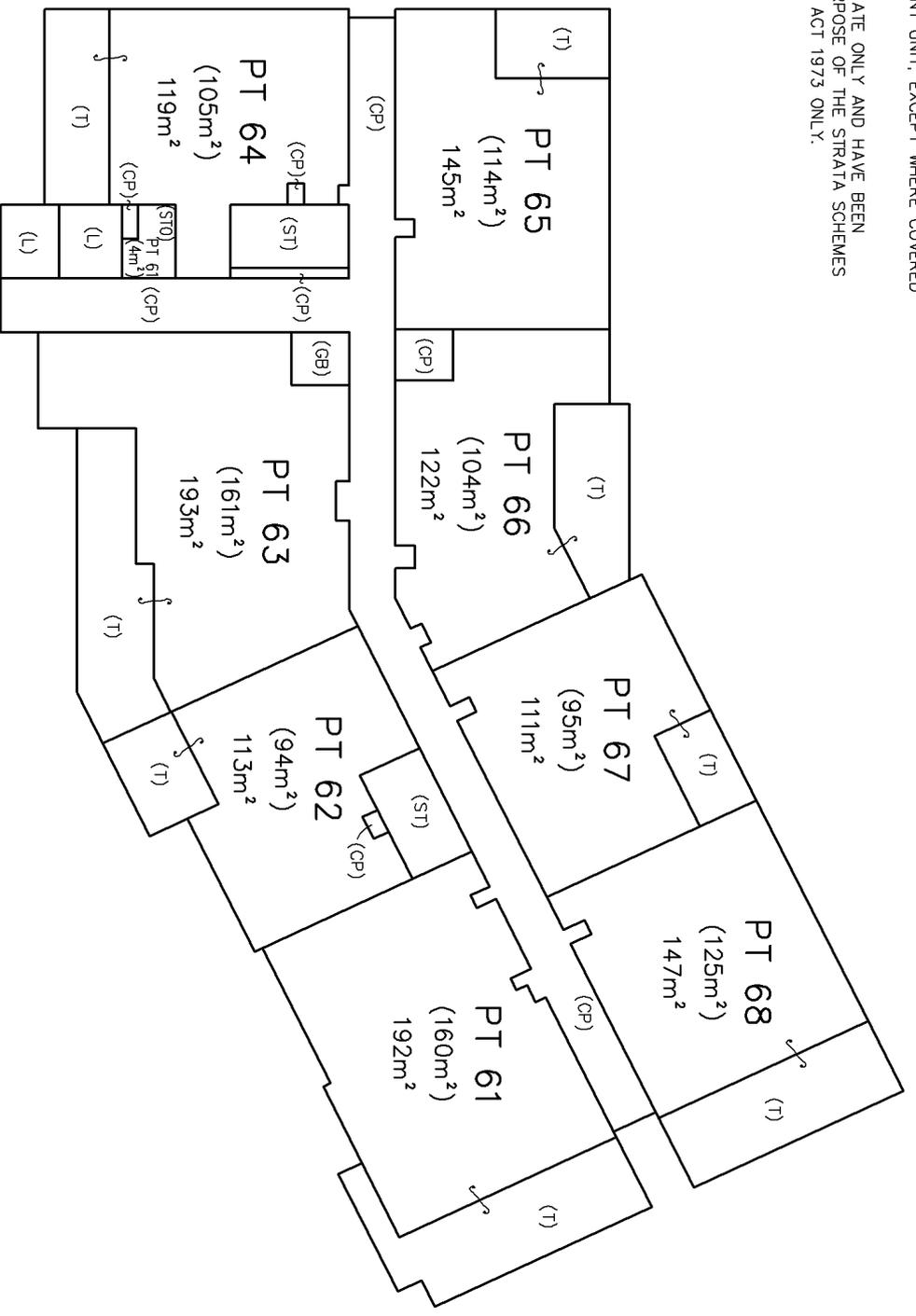
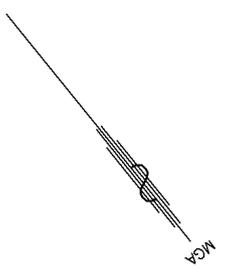
28.11.2016

**SP 93359**

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Table of mm													

**NOTE**

THE STRATUM OF THE TERRACES ARE LIMITED TO THE HORIZONTAL PROJECTION OF UNDERSIDE OF THE CEILING OF THEIR RESPECTIVE ADJACENT UNIT, EXCEPT WHERE COVERED WITHIN THIS LIMIT.  
 ALL AREAS ARE APPROXIMATE ONLY AND HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.



**LEVEL 5**

- (CP) - DENOTES COMMON PROPERTY
- (GB) - DENOTES GARBAGE AREA (COMMON PROPERTY)
- (L) - DENOTES LIFT (COMMON PROPERTY)
- (ST) - DENOTES STAIRS (COMMON PROPERTY)
- (T) - DENOTES TERRACE
- (STO) - DENOTES STORAGE

10	20	30	40	50	60	70	80	90	100	110	120	130	140
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Table of mm

Surveyor: DAVID CRAIG WALLACE  
 Surveyor's Ref: 130529SPB  
 Subdivision No: - S198  
 Lengths are in metres. Reduction Ratio 1: 200

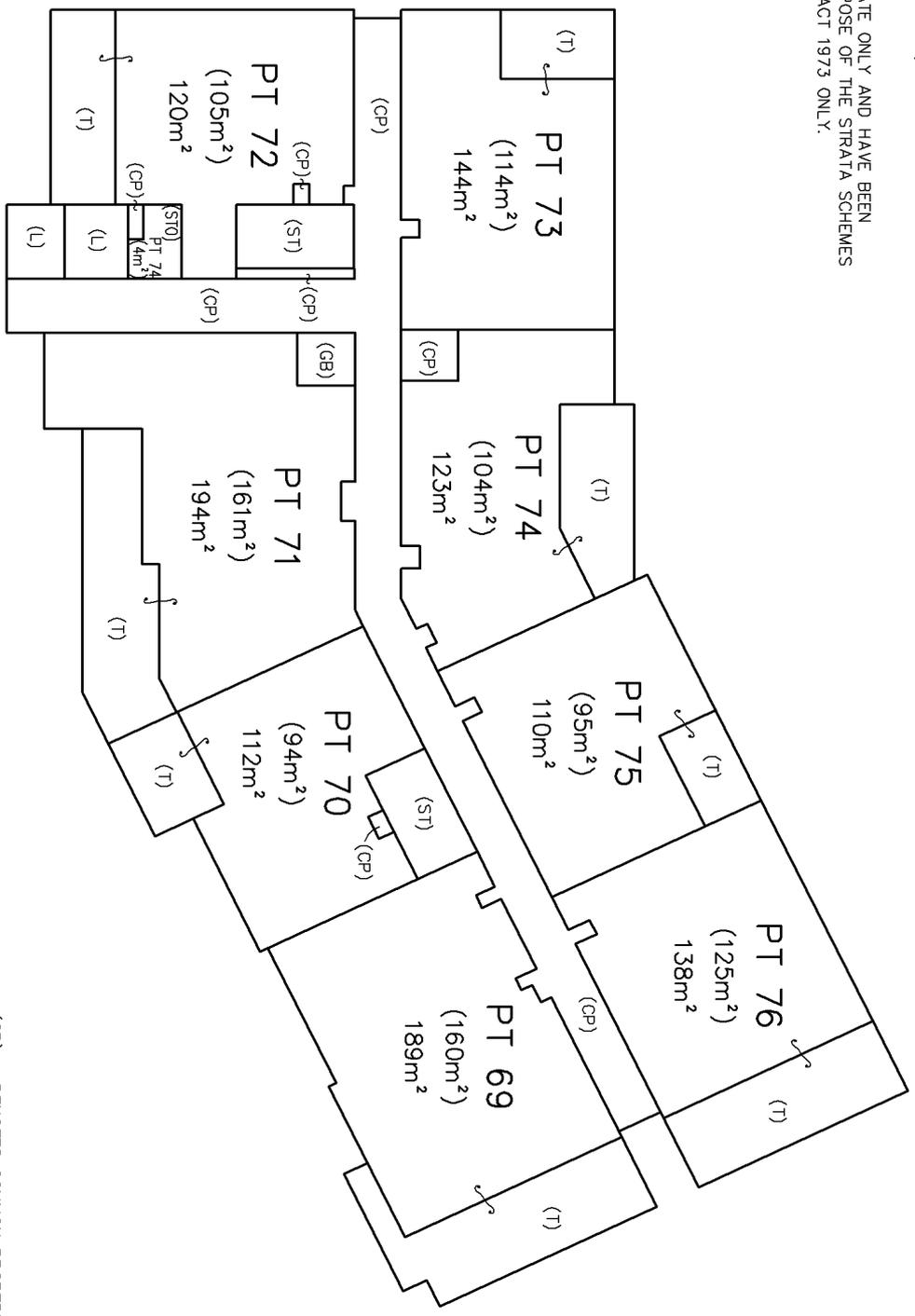
Registered  
 28.11.2016

SP 93359

**NOTE**

THE STRATUM OF THE TERRACES ARE LIMITED TO THE HORIZONTAL PROJECTION OF UNDERSIDE OF THE CEILING OF THEIR RESPECTIVE ADJACENT UNIT, EXCEPT WHERE COVERED WITHIN THIS LIMIT.

ALL AREAS ARE APPROXIMATE ONLY AND HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.



**LEVEL 6**

- (CP) - DENOTES COMMON PROPERTY
- (GB) - DENOTES GARBAGE AREA (COMMON PROPERTY)
- (L) - DENOTES LIFT (COMMON PROPERTY)
- (ST) - DENOTES STAIRS (COMMON PROPERTY)
- (T) - DENOTES TERRACE
- (STO) - DENOTES STORAGE

Surveyor: DAVID CRAIG WALLACE  
 Surveyor's Ref: 130529SPB  
 Subdivision No: - S198  
 Lengths are in metres. Reduction Ratio 1: 200

Registered  
 28.11.2016

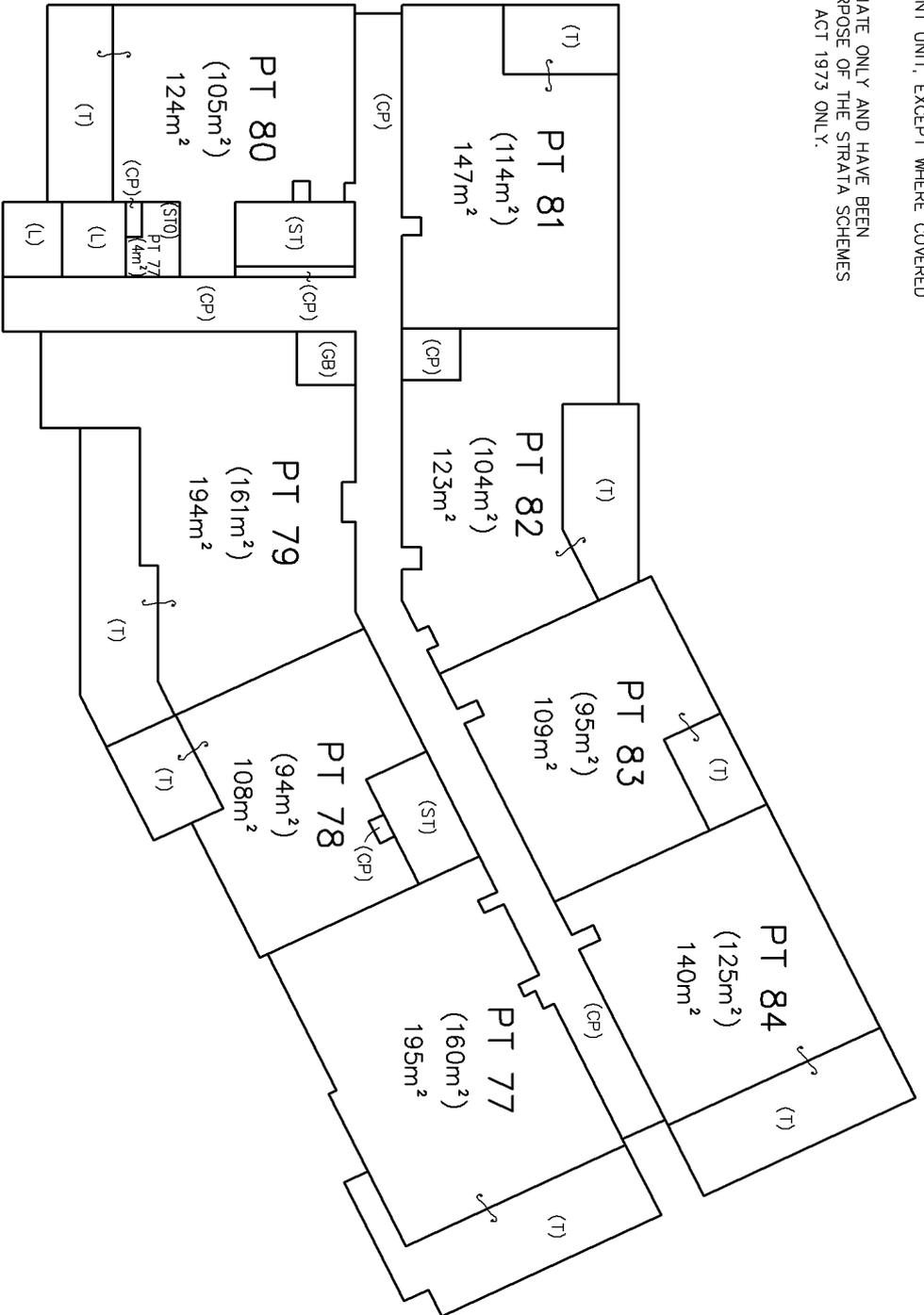
SP 93359

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**NOTE**

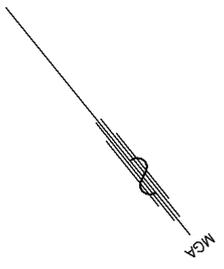
THE STRATUM OF THE TERRACES ARE LIMITED TO THE HORIZONTAL PROJECTION OF UNDERSIDE OF THE CEILING OF THEIR RESPECTIVE ADJACENT UNIT, EXCEPT WHERE COVERED WITHIN THIS LIMIT.

ALL AREAS ARE APPROXIMATE ONLY AND HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.



**LEVEL 7**

- (CP) - DENOTES COMMON PROPERTY
- (GB) - DENOTES GARBAGE AREA (COMMON PROPERTY)
- (L) - DENOTES LIFT (COMMON PROPERTY)
- (ST) - DENOTES STAIRS (COMMON PROPERTY)
- (T) - DENOTES TERRACE
- (STO) - DENOTES STORAGE



10	20	30	40	50	60	70	80	90	100	110	120	130	140
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Table of mm

Surveyor: DAVID CRAIG WALLACE  
 Surveyor's Ref: 130529SPB  
 Subdivision No: - S198  
 Lengths are in metres. Reduction Ratio 1: 200

Registered  
 28.11.2016

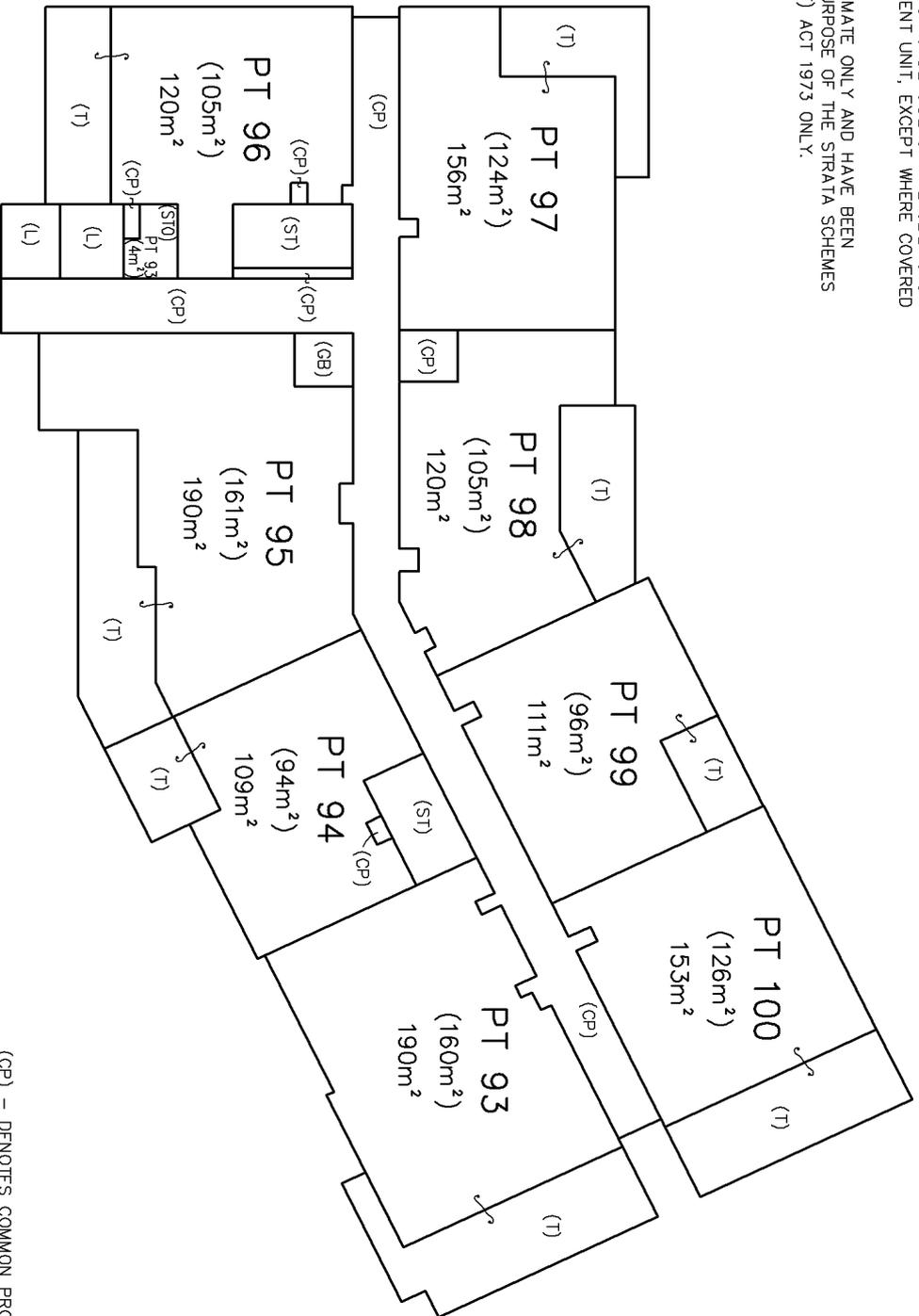
**SP 93359**



**NOTE**

THE STRATUM OF THE TERRACES ARE LIMITED TO THE HORIZONTAL PROJECTION OF UNDERSIDE OF THE CEILING OF THEIR RESPECTIVE ADJACENT UNIT, EXCEPT WHERE COVERED WITHIN THIS LIMIT.

ALL AREAS ARE APPROXIMATE ONLY AND HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.



- (CP) - DENOTES COMMON PROPERTY
- (GB) - DENOTES GARBAGE AREA (COMMON PROPERTY)
- (L) - DENOTES LIFT (COMMON PROPERTY)
- (ST) - DENOTES STAIRS (COMMON PROPERTY)
- (T) - DENOTES TERRACE
- (STO) - DENOTES STORAGE

**LEVEL 9**

Surveyor: DAVID CRAIG WALLACE  
 Surveyor's Ref: 130529SPB  
 Subdivision No: - S198  
 Lengths are in metres. Reduction Ratio 1: 200

Registered  
 28.11.2016

**SP 93359**

10	20	30	40	50	60	70	80	90	100	110	120	130	140
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Table of mm



STRATA PLAN FORM 3 (PART 1) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:  28.11.2016  
 Purpose: STRATA PLAN

**SP93359**

PLAN OF SUBDIVISION OF LOT 51 SP93358

LGA: NEWCASTLE  
 Locality: NEWCASTLE WEST  
 Parish: NEWCASTLE  
 County: NORTHUMBERLAND

Strata Certificate (Approved Form 5)

(1) ~~The Council of .....~~  
 \*The Accredited Certifier: ALAN SACCARD  
 Accreditation number: 8PB 0778  
 has made the required inspections and is satisfied that the requirements of;  
 \*(a) Section 37 or 37A *Strata Schemes (Freehold Development) Act 1973* and clause 29A *Strata Schemes (Freehold Development) Regulation 2012*,  
~~\*(b) Section 66 or 66A *Strata Schemes (Leasehold Development) Act 1986* and clause 30A of the *Strata Schemes (Leasehold Development) Regulation 2012*.~~  
 have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.  
 \*(2) The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.  
 \*(3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.  
~~\*(4) The building encroaches on a public place and;  
 \*(a) The Council does not object to the encroachment of the building beyond the alignment of .....  
 \*(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.~~  
 \*(5) This approval is given on the condition that lot(s) <sup>^</sup> 109 to 116 ..... are created as utility lots in accordance with section 39 of the *Strata Schemes (Freehold Development) Act 1973* or section 68 of the *Strata Schemes (Leasehold Development) Act 1986*.  
 Date: 05.11.16  
 Subdivision number: S198  
 Relevant Development Consent number: 2016/00105  
 Issued by: NEWCASTLE CITY COUNCIL  
 Signature:   
 Authorised Person / General Manager / Accredited Certifier

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

**The Owners – Strata Plan No 93358**

The adopted by-laws for the scheme are:

~~\* ^ ..... Model By-laws  
 \* together with, Keeping of animals: Option \*A\*/B\*/C  
 \* By-laws in ..... sheets filed with plan.~~

\* Strike through if inapplicable

<sup>^</sup> Insert the type to be adopted (Schedules 2 - 7 *Strata Schemes Management Regulation 2010*)

Surveyor's Certificate (Approved Form 3)

I, DAVID CRAIG WALLACE  
 of MONTEATH & POWYS, PO BOX726, NEWCASTLE, 2300  
 a surveyor registered under the *Surveying and Spatial Information Act 2002*, hereby certify that:  
 (1) Each applicable requirement of  
 \* Schedule 1A of the *Strata Schemes (Freehold Development) Act 1973* has been met  
~~\* Schedule 1A of the *Strata Schemes (Leasehold Development) Act 1986* has been met;~~  
~~\*(2) \*(a) The building encroaches on a public place;  
 \*(b) The building encroaches on land (other than a public place), and an appropriate easement has been created by ^ ..... to permit the encroachment to remain.~~  
~~\*(3) The survey information recorded in the accompanying location plan is accurate.~~  
 Signature:   
 Date: 3-11-16

\* Strike through if inapplicable.

<sup>^</sup> Insert the deposited plan number or dealing number of the instrument that created the easement

Signatures, Seals and Section 88B Statements should appear on STRATA PLAN FORM 3A

SURVEYOR'S REFERENCE: 130529SPB

**STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing or folding will lead to rejection**

ePlan

**STRATA PLAN ADMINISTRATION SHEET**

Sheet 2 of 3 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:  28.11.2016</p>	<p style="text-align: right;">Office Use Only</p> <p style="font-size: 2em; text-align: center;"><b>SP93359</b></p>
<p><b>PLAN OF SUBDIVISION OF LOT 51 SP93358</b></p>	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>• A Schedule of Unit Entitlements.</li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>.</li> <li>• Signatures and seals - see 195D <i>Conveyancing Act 1919</i>.</li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
<p>Subdivision Certificate number: .....S198.....</p> <p>Date of endorsement: .....05.11.16.....</p>	

Lot Number	Unit Entitlement
53	97
54	41
55	99
56	61
57	66
58	67
59	67
60	74
61	98
62	69
63	97
64	65
65	77
66	66
67	64
68	73
69	97
70	68
71	97
72	65
73	78
74	71
75	65
76	74
77	99
78	67
79	98
80	68
81	79
82	72
83	66
84	76
85	101
86	70

Lot Number	Unit Entitlement
87	100
88	69
89	81
90	73
91	66
92	77
93	102
94	69
95	101
96	71
97	84
98	74
99	69
100	81
101	105
102	71
103	106
104	73
105	86
106	77
107	71
108	80
109	2
110	1
110	1
112	1
113	1
114	1
115	1
116	2
<b>TOTAL</b>	<b>4,388</b>

If space is insufficient use additional annexure sheet.

Surveyor's Reference: 130529SPB

STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:  28.11.2016 Office Use Only

Office Use Only  
**SP93359**

PLAN OF SUBDIVISION OF LOT 51 SP93358

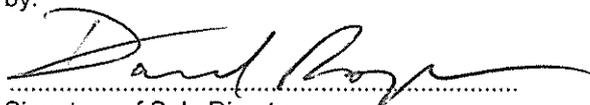
Subdivision Certificate number: .....S198.....

Date of endorsement:.....05.11.16.....

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

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

Executed by **Gennie Holdings Pty Limited**  
(ABN 67 505 337 385) in accordance with  
section 127 of the Corporations Act 2001 (Cth)  
by:

  
.....  
Signature of Sole Director

David G Boyer  
Print name of Sole Director

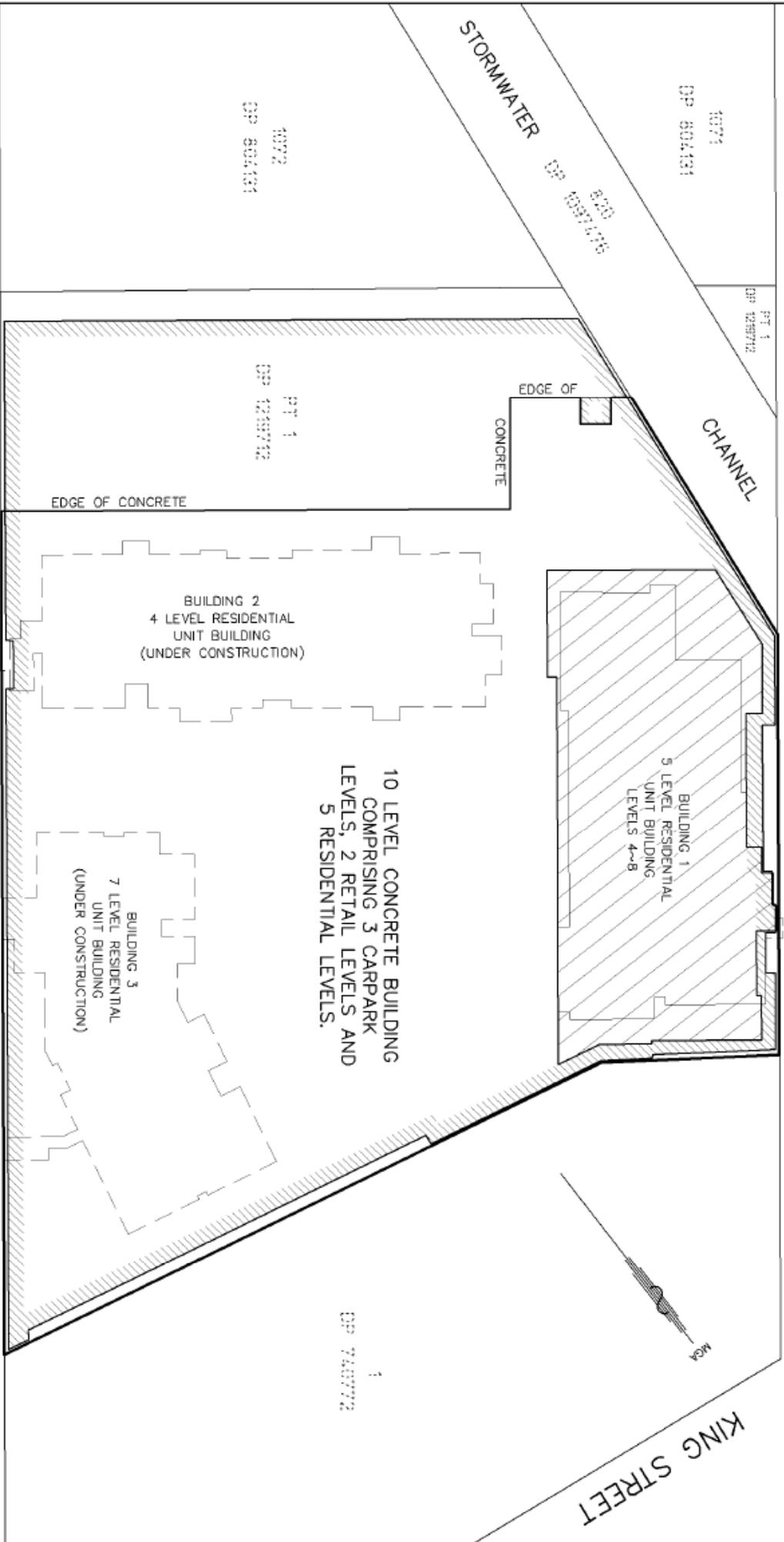
If space is insufficient use additional annexure sheet.

Surveyor's Reference: ~~43-529 Stage 2~~ 130529 SP B

STEEL

STEEL

STEEL



RAVENSHAW

LOCATION PLAN

STREET

**NOTE**  
 THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH AS IN DP 1219712.

SEE SHEETS 2-8 FOR LOCATION PLANS AT EACH LEVEL.

Surveyor: DAVID CRAIG WALLACE  
 Surveyor's Ref: 130529SPA - (23/08/2016)  
 Subdivision No: S190  
 Lengths are in metres. Reduction Ratio: 1: 500

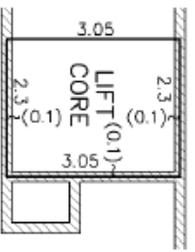
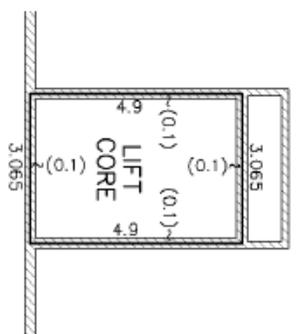
Registered



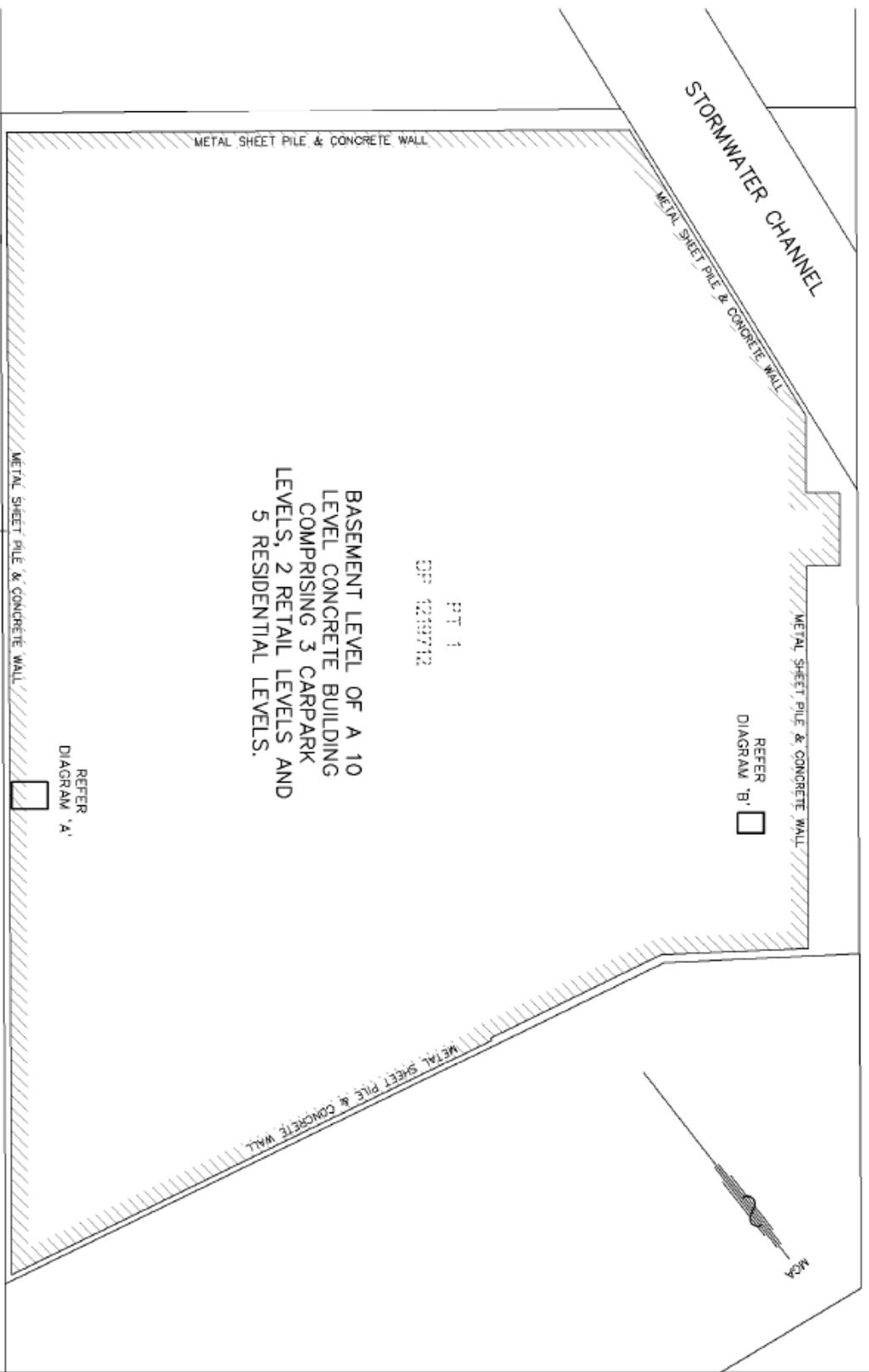
26.9.2016

SP 93358

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**NOTE**  
THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH AS IN DP 1219712.



BASEMENT LEVEL OF A 10 LEVEL CONCRETE BUILDING COMPRISING 3 CARPARK LEVELS, 2 RETAIL LEVELS AND 5 RESIDENTIAL LEVELS.

PT 1  
DP 1219712

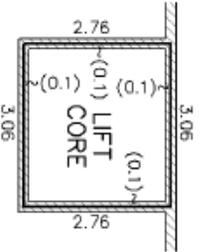
**RAVENSHAW STREET**  
**LOCATION PLAN - BASEMENT LEVEL**  
**STEEL STREET**

10	20	30	40	50	60	Scale of mm	90	100	110	120	130	140
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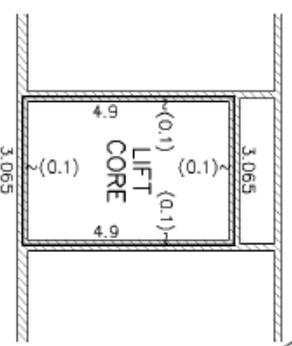
Surveyor: DAVID CRAIG WALLACE  
 Surveyor's Ref: 130529SPA - (23/08/2016)  
 Subdivision No: S190  
 Lengths are in metres. Reduction Ratio: 1: 500

Registered  
  
 26.9.2016

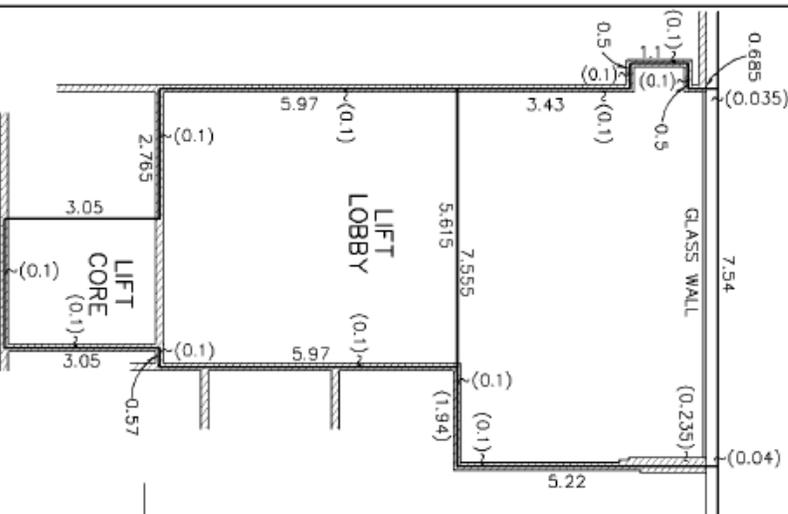
**SP 93358**



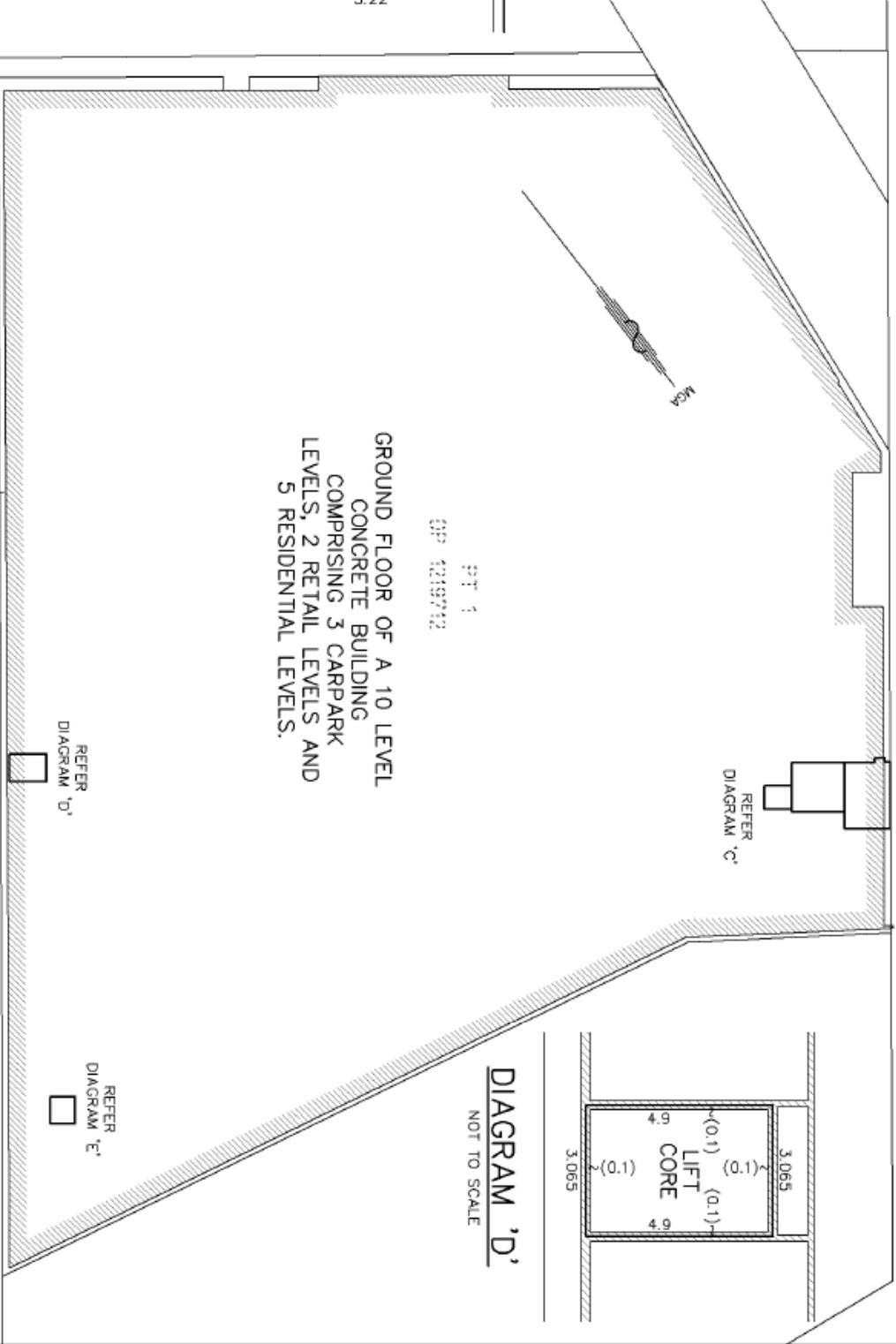
**DIAGRAM 'E'**  
NOT TO SCALE



**DIAGRAM 'D'**  
NOT TO SCALE



**DIAGRAM 'C'**  
NOT TO SCALE



GROUND FLOOR OF A 10 LEVEL  
 CONCRETE BUILDING  
 COMPRISING 3 CARPARK  
 LEVELS, 2 RETAIL LEVELS AND  
 5 RESIDENTIAL LEVELS.

PT 1  
 DP 1219712

**RAVENSHAW  
 LOCATION PLAN - GROUND FLOOR**

**NOTE**

THE SUBJECT LOT IS A STRATUM  
 PARCEL LIMITED IN HEIGHT AND  
 DEPTH AS IN DP 1219712.

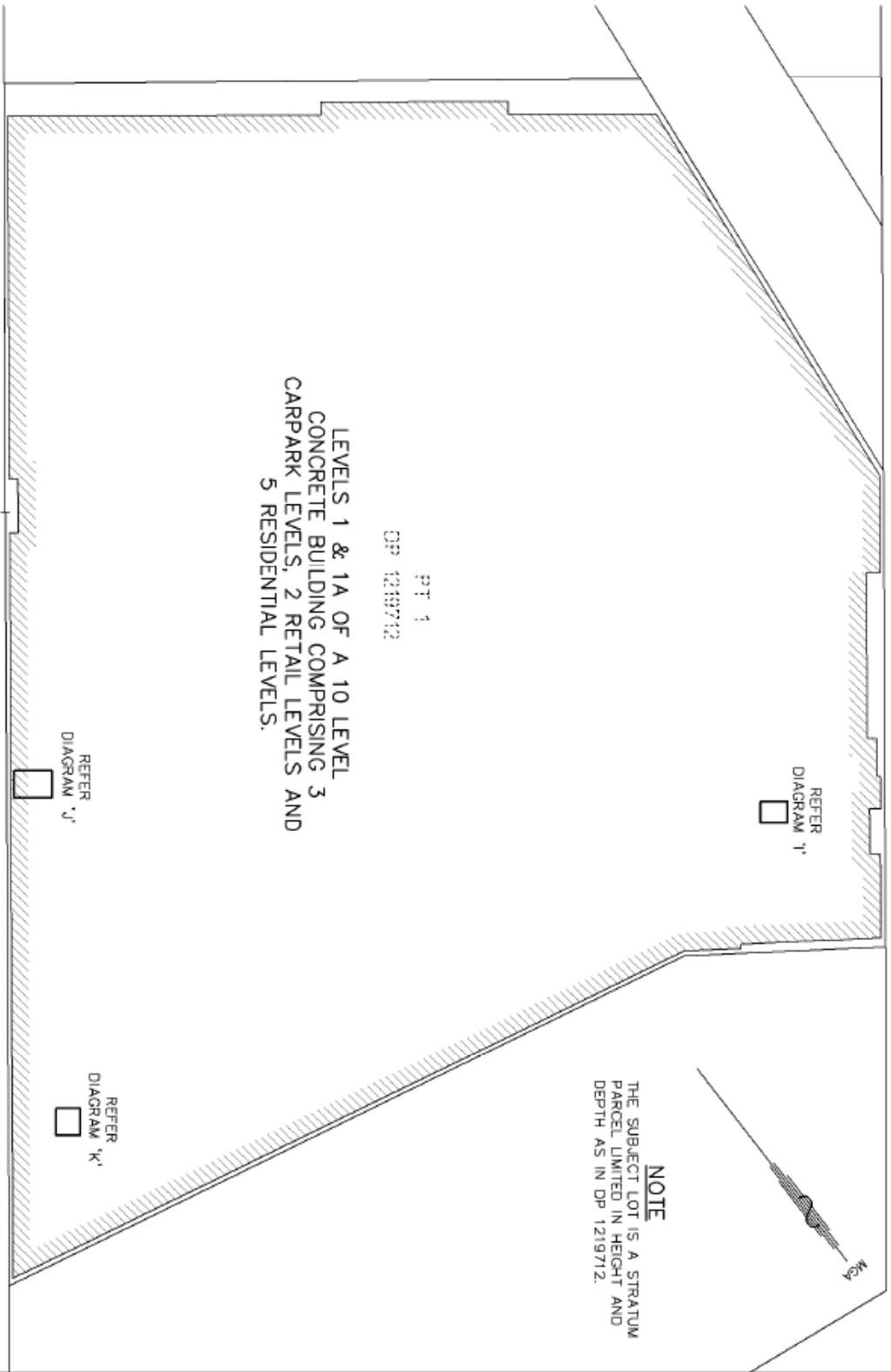
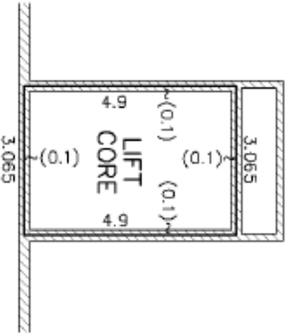
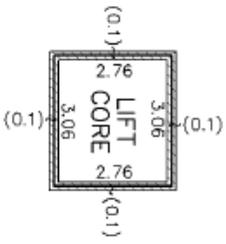
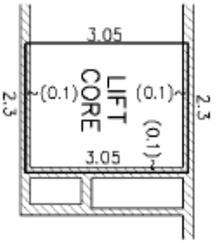
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Surveyor: DAVID CRAIG WALLACE  
 Surveyor's Ref: 13052989PA - (23/08/2016)  
 Subdivision No: S190  
 Lengths are in metres. Reduction Ratio: 1: 500

Registered  
  
 26.9.2016

**SP 93358**





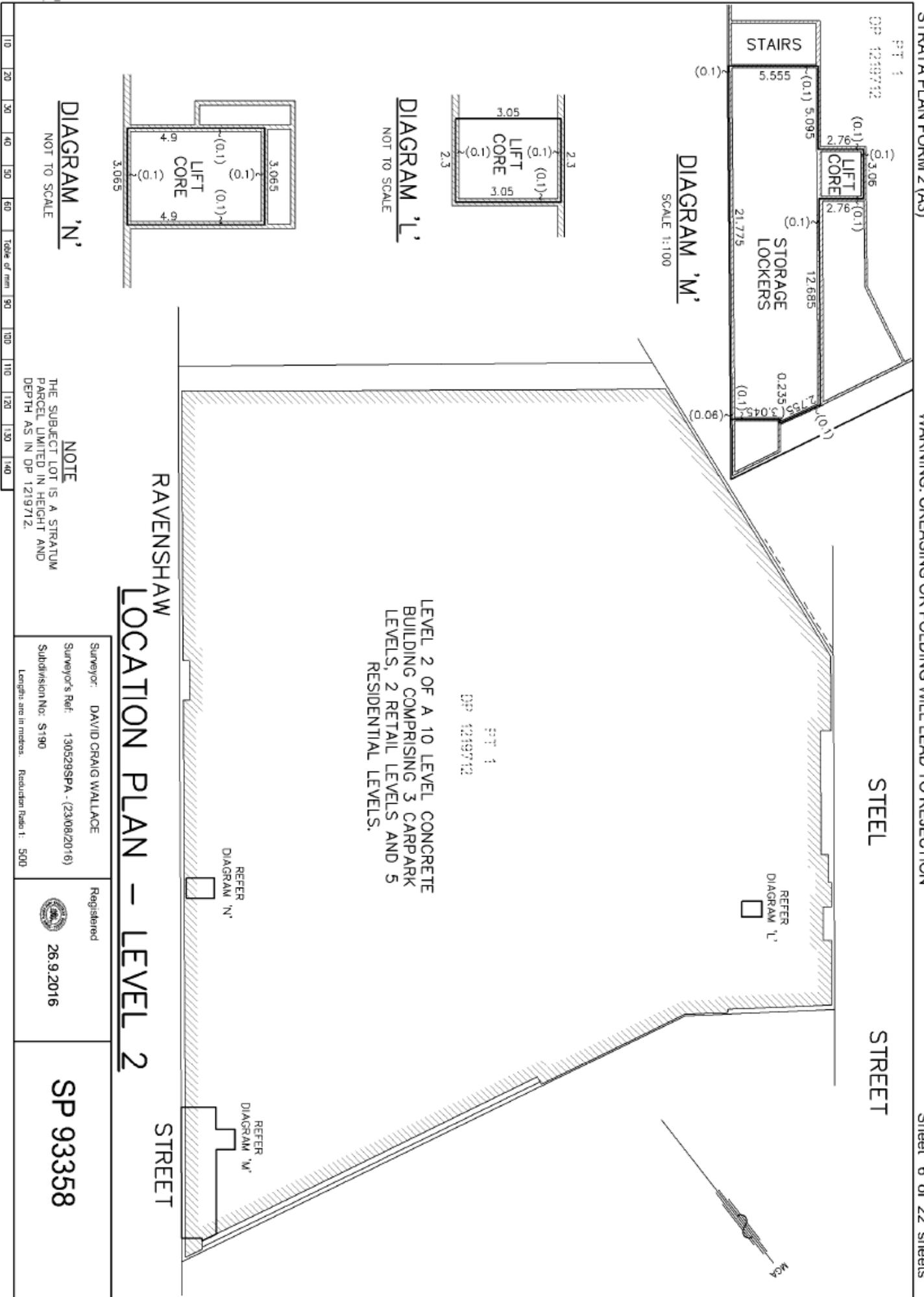
**RAVENSHAW LOCATION PLAN - LEVELS 1 & 1A**

10	20	30	40	50	60	70	80	90	100	110	120	130	140
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Surveyor: DAVID CRAIG WALLACE  
 Surveyor's Ref: 130529SPPA - (23/08/2016)  
 Subdivision No: S190  
 Lengths are in metres. Reduction Ratio: 1: 500

Registered  
 26.9.2016

**SP 93358**



LEVEL 2 OF A 10 LEVEL CONCRETE BUILDING COMPRISING 3 CARPARK LEVELS, 2 RETAIL LEVELS AND 5 RESIDENTIAL LEVELS.

RAVENSHAW STREET  
 LOCATION PLAN - LEVEL 2

DIAGRAM 'M'  
 NOT TO SCALE

DIAGRAM 'L'  
 NOT TO SCALE

DIAGRAM 'N'  
 NOT TO SCALE

NOTE  
 THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH AS IN DP 1219712.

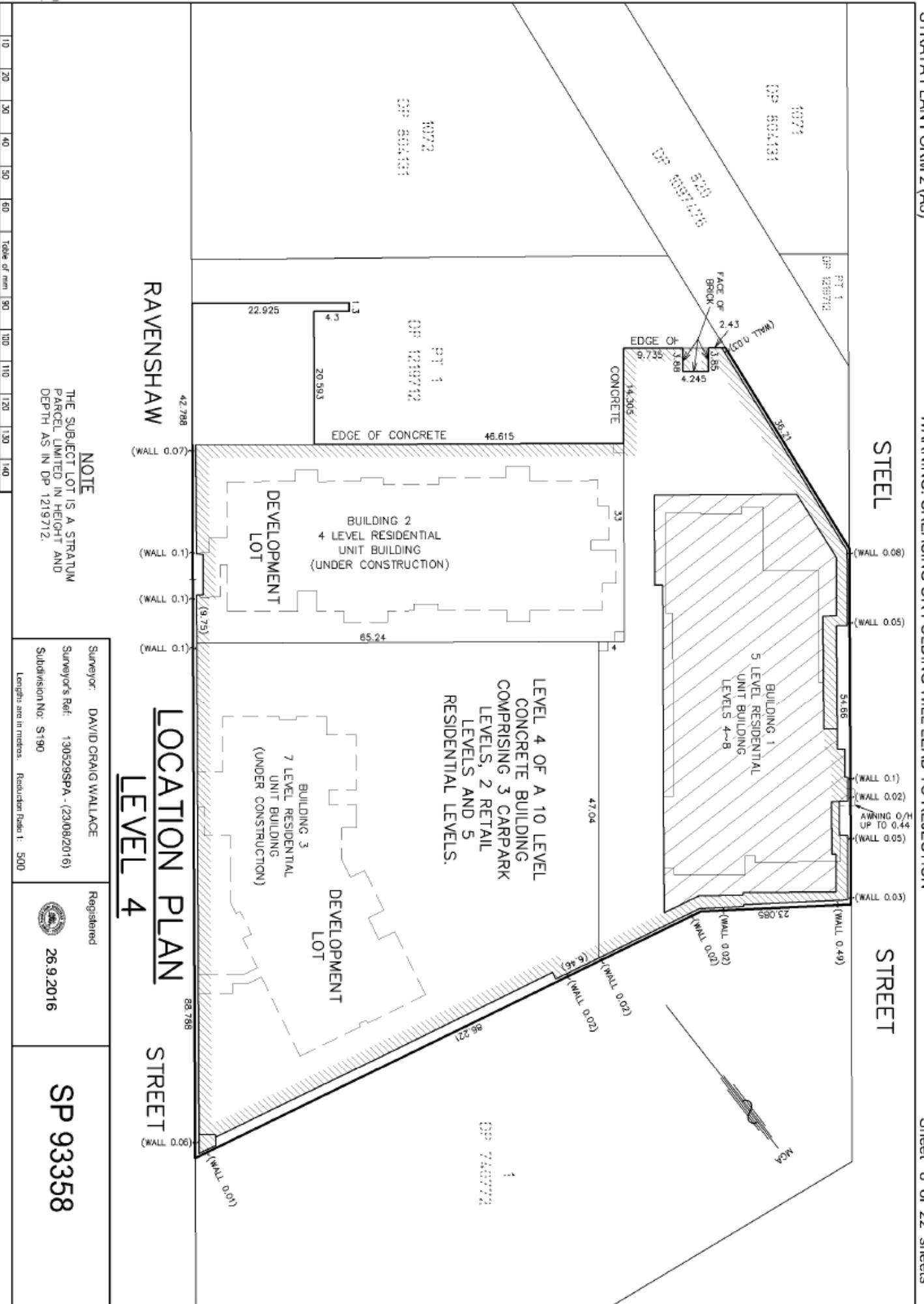
Surveyor: DAVID CRAIG WALLACE  
 Surveyor's Ref: 130529SPPA - (23/08/2016)  
 Subdivision No: S190  
 Lengths are in metres. Reduction Ratio: 500

Registered  
 26.9.2016

SP 93358

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**NOTE**  
 THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH AS IN DP 1219712.

Surveyor: DAVID CRAIG WALLACE  
 Surveyor's Ref: 130529SPA - (23/08/2016)  
 Subdivision No: S190  
 Lengths are in metres. Reduction Ratio: 1: 500

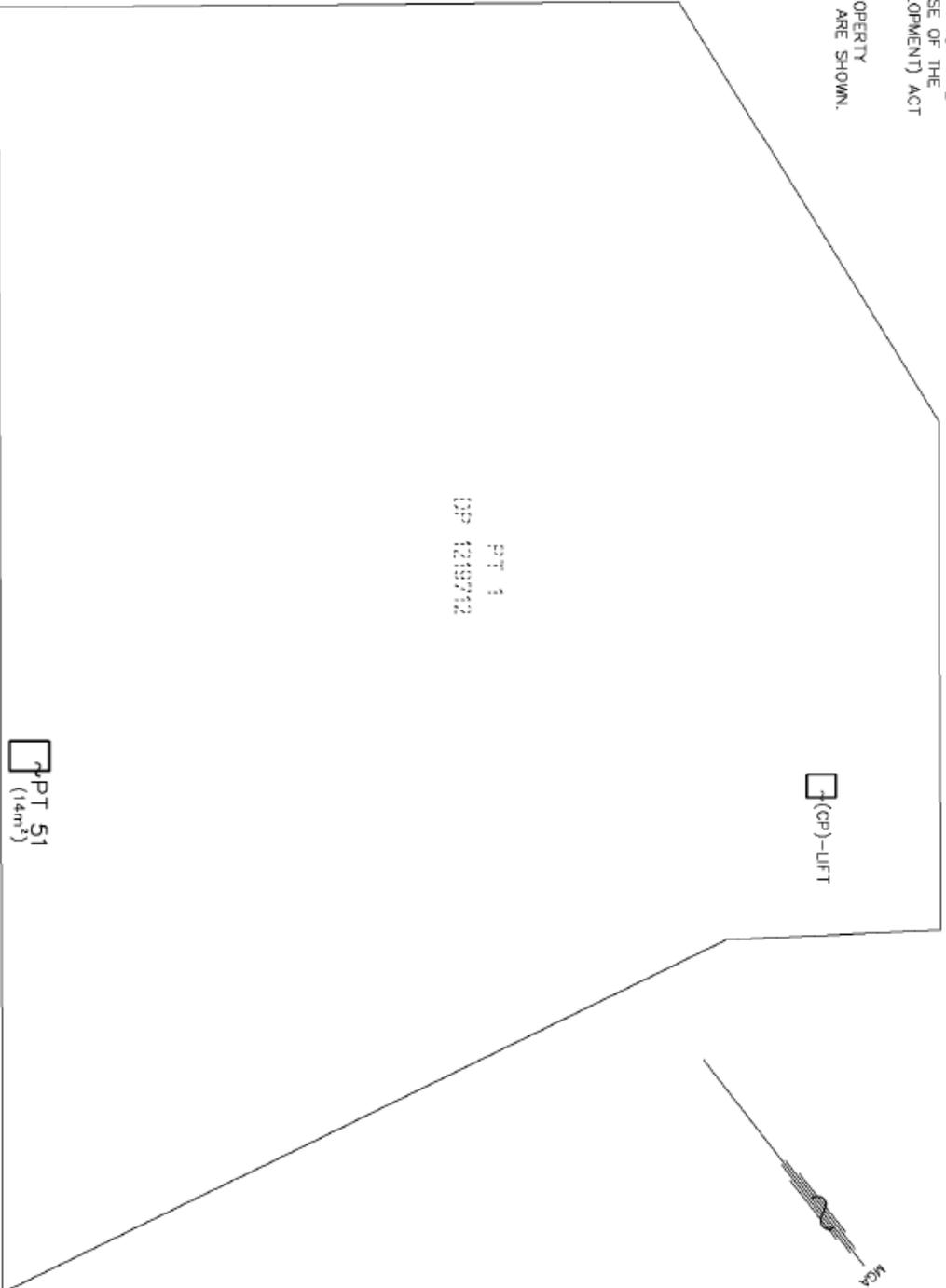
Registered  
  
 26.9.2016

**SP 93358**

10	20	30	40	50	60	70	80	90	100	110	120	130	140
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**NOTES**

ALL AREAS ARE APPROXIMATE ONLY AND HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.  
 FOR CLARITY, NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN.



**BASEMENT LEVEL**

LOT 51 IS A DEVELOPMENT LOT  
 (CP) - DENOTES COMMON PROPERTY

10	20	30	40	50	60	Scale of mm	80	100	110	120	130	140
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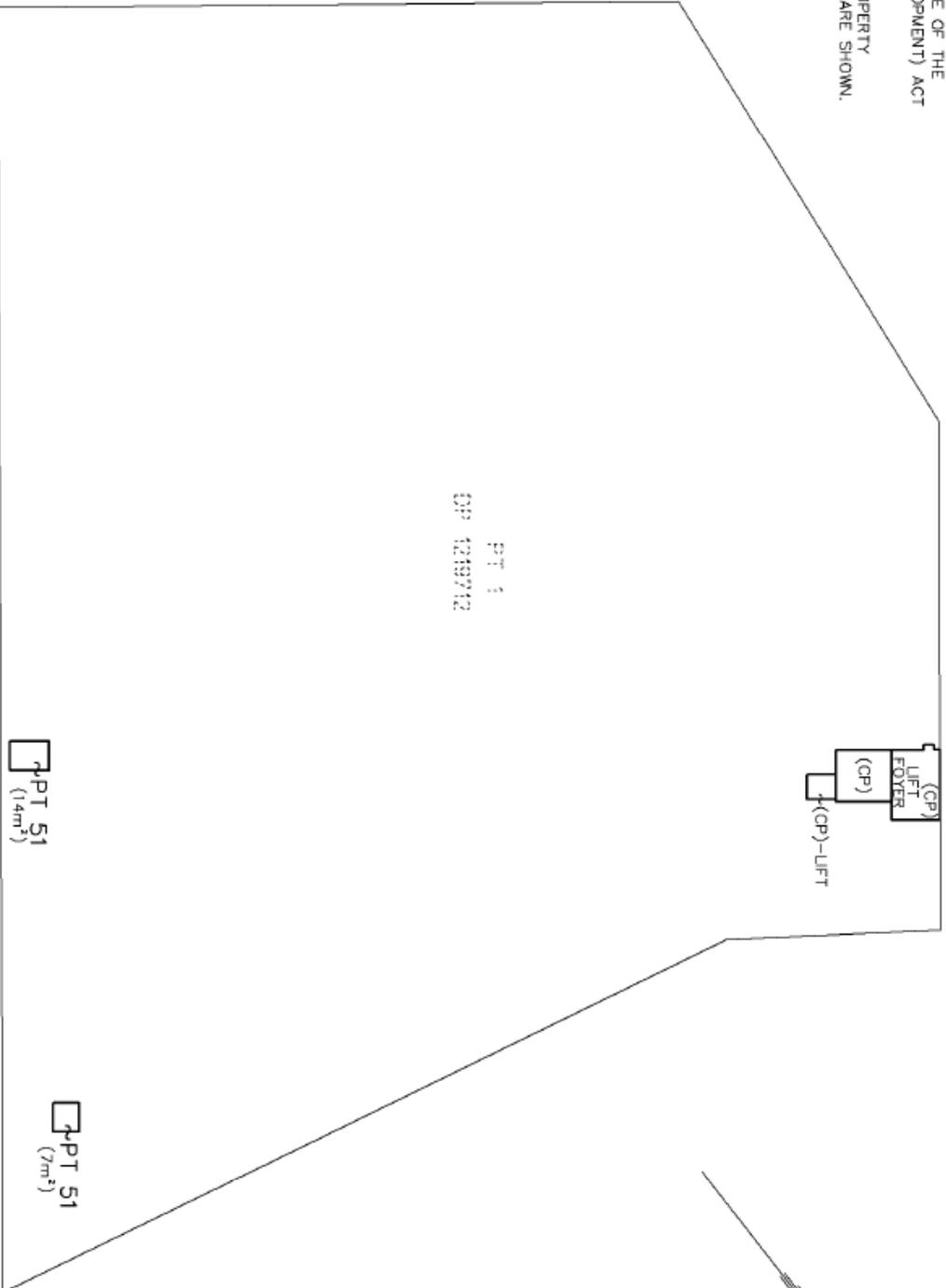
Surveyor: DAVID CRAIG WALLACE  
 Surveyor's Ref: 130529SPPA - (23/08/2016)  
 Subdivision No: S190  
 Lengths are in metres. Reduction Ratio: 1: 500

Registered  
  
 26.9.2016

**SP 93358**

**NOTES**

ALL AREAS ARE APPROXIMATE ONLY AND HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.  
 FOR CLARITY, NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN.



**GROUND FLOOR**

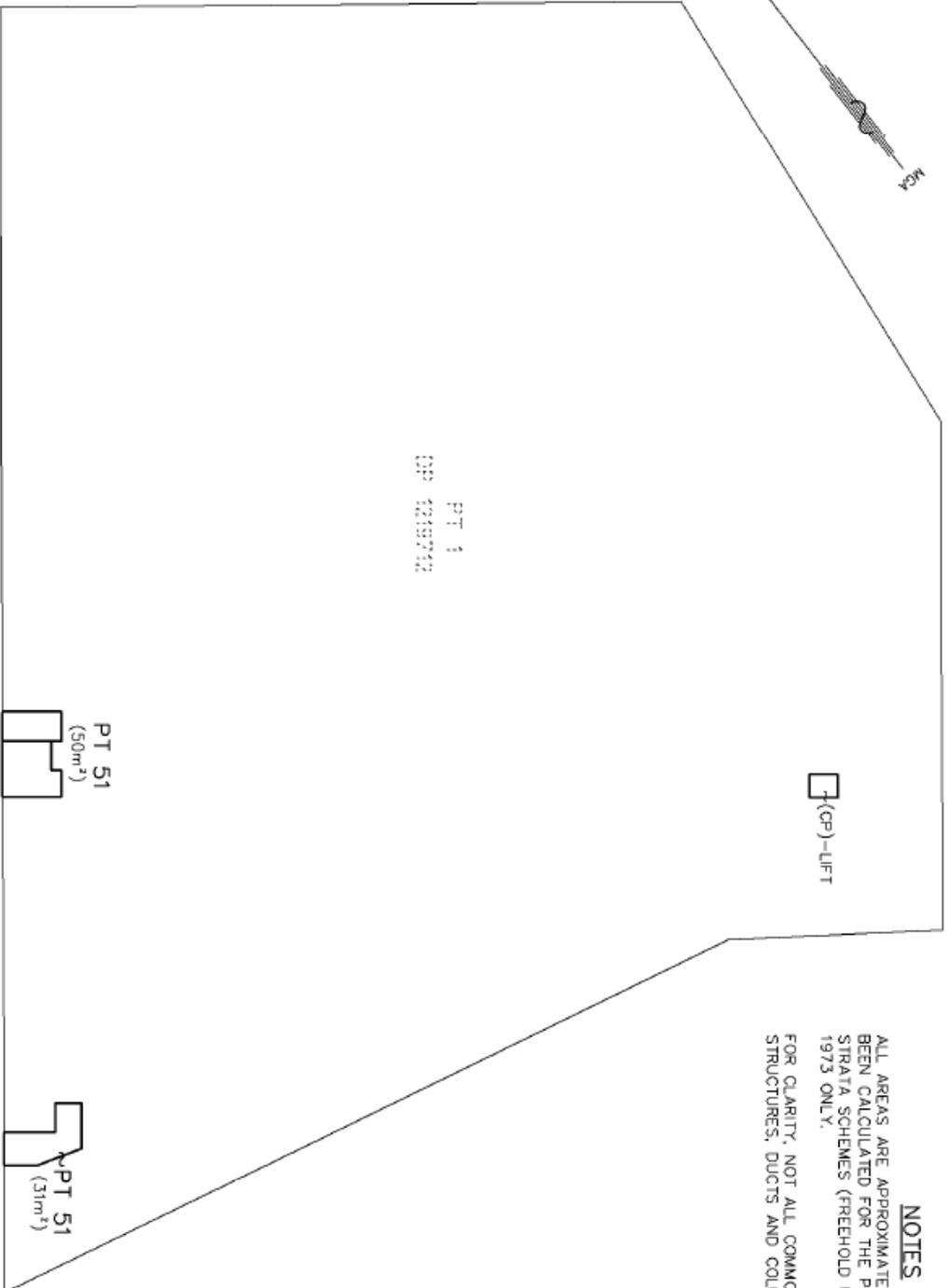
LOT 51 IS A DEVELOPMENT LOT  
 (CP) - DENOTES COMMON PROPERTY

10	20	30	40	50	60	Table of mm	90	100	110	120	130	140
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Surveyor: DAVID CRAIG WALLACE  
 Surveyor's Ref: 130529SPPA - (23/08/2016)  
 Subdivision No: S190  
 Lengths are in metres. Reduction Ratio: 1: 500

Registered  
  
 26.9.2016

**SP 93358**



**MEZZANINE LEVEL**

**NOTES**  
 ALL AREAS ARE APPROXIMATE ONLY AND HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.  
 FOR CLARITY, NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN.

LOT 51 IS A DEVELOPMENT LOT  
 (CP) - DENOTES COMMON PROPERTY

Surveyor: DAVID CRAIG WALLACE  
 Surveyor's Ref: 130529SPPA - (23/08/2016)  
 Subdivision No: S190  
 Lengths are in metres. Reduction Ratio: 500

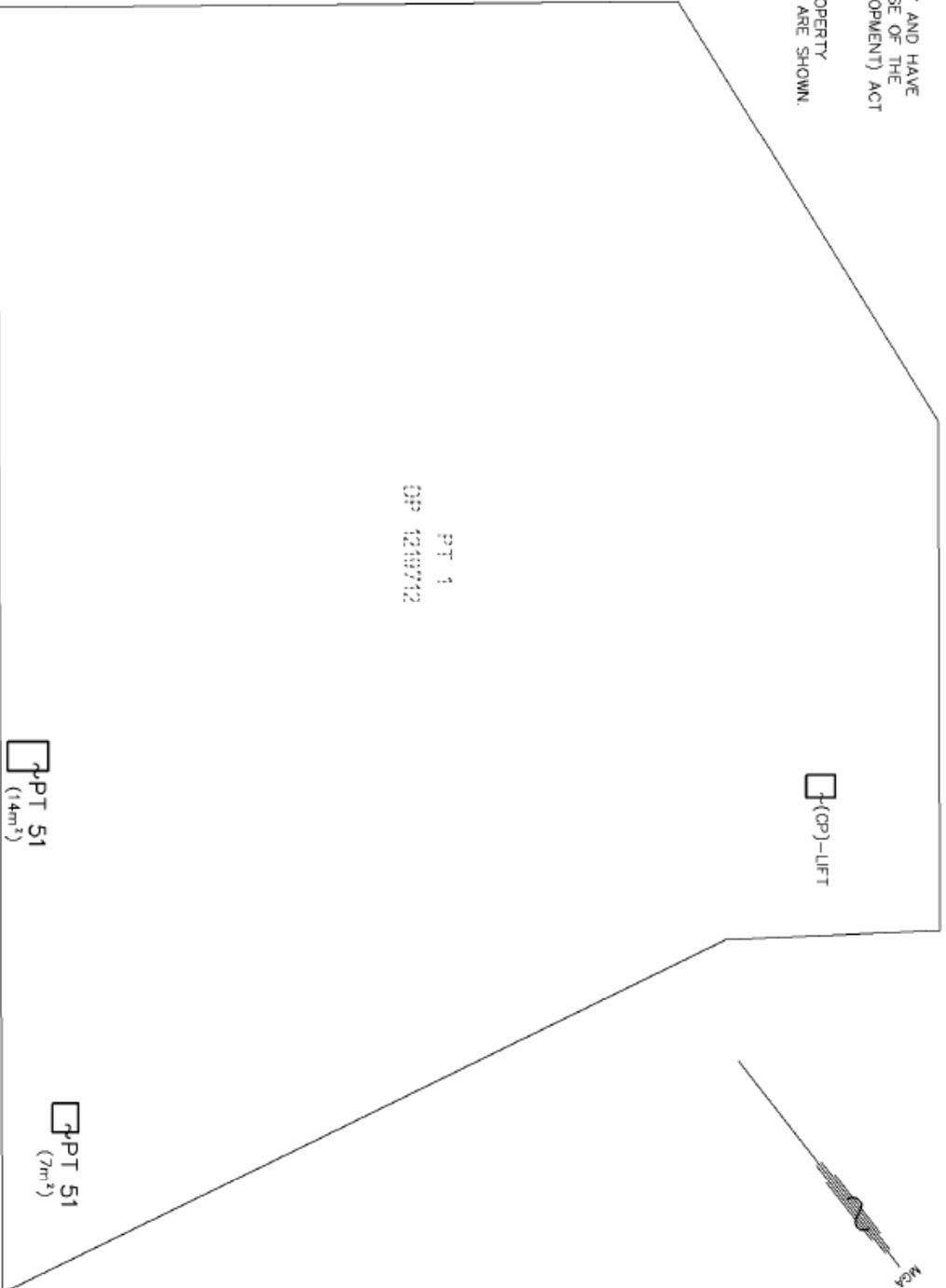
Registered  
  
 26.9.2016

**SP 93358**

10	20	30	40	50	60	70	80	90	100	110	120	130	140
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**NOTES**

ALL AREAS ARE APPROXIMATE ONLY AND HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.  
 FOR CLARITY, NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN.



**LEVEL 1**

LOT 51 IS A DEVELOPMENT LOT  
 (CP) - DENOTES COMMON PROPERTY

10	20	30	40	50	60	Scale of mm	80	100	110	120	130	140
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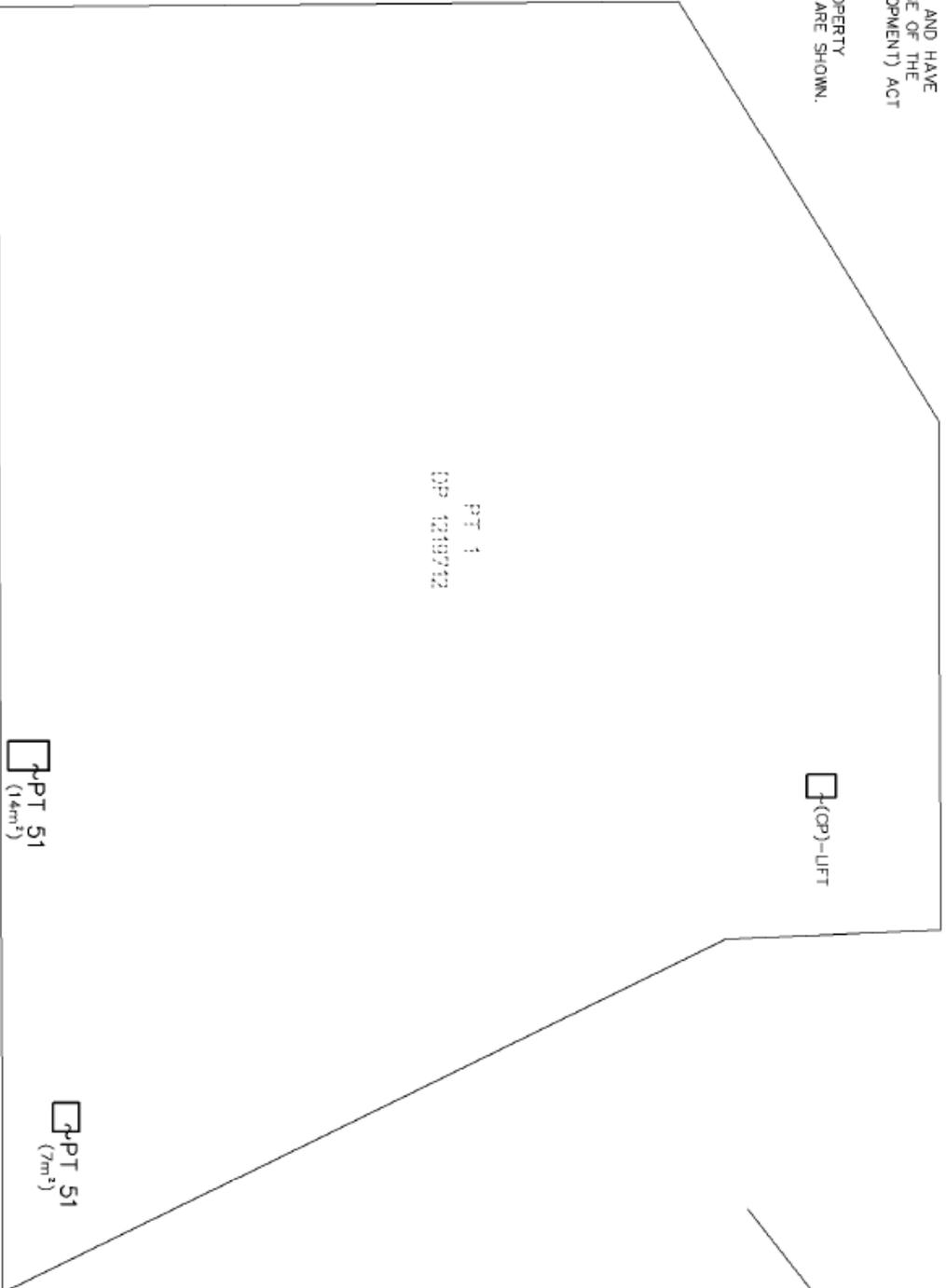
Surveyor: DAVID CRAIG WALLACE  
 Surveyor's Ref: 130529SPA - (23/08/2016)  
 Subdivision No: S190  
 Lengths are in metres. Reduction Ratio: 1: 500

Registered  
  
 26.9.2016

**SP 93358**

**NOTES**

ALL AREAS ARE APPROXIMATE ONLY AND HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.  
 FOR CLARITY, NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN.



**LEVEL 1A**

LOT 51 IS A DEVELOPMENT LOT  
 (CP) - DENOTES COMMON PROPERTY

10	20	30	40	50	60	Scale of mm	80	100	110	120	130	140
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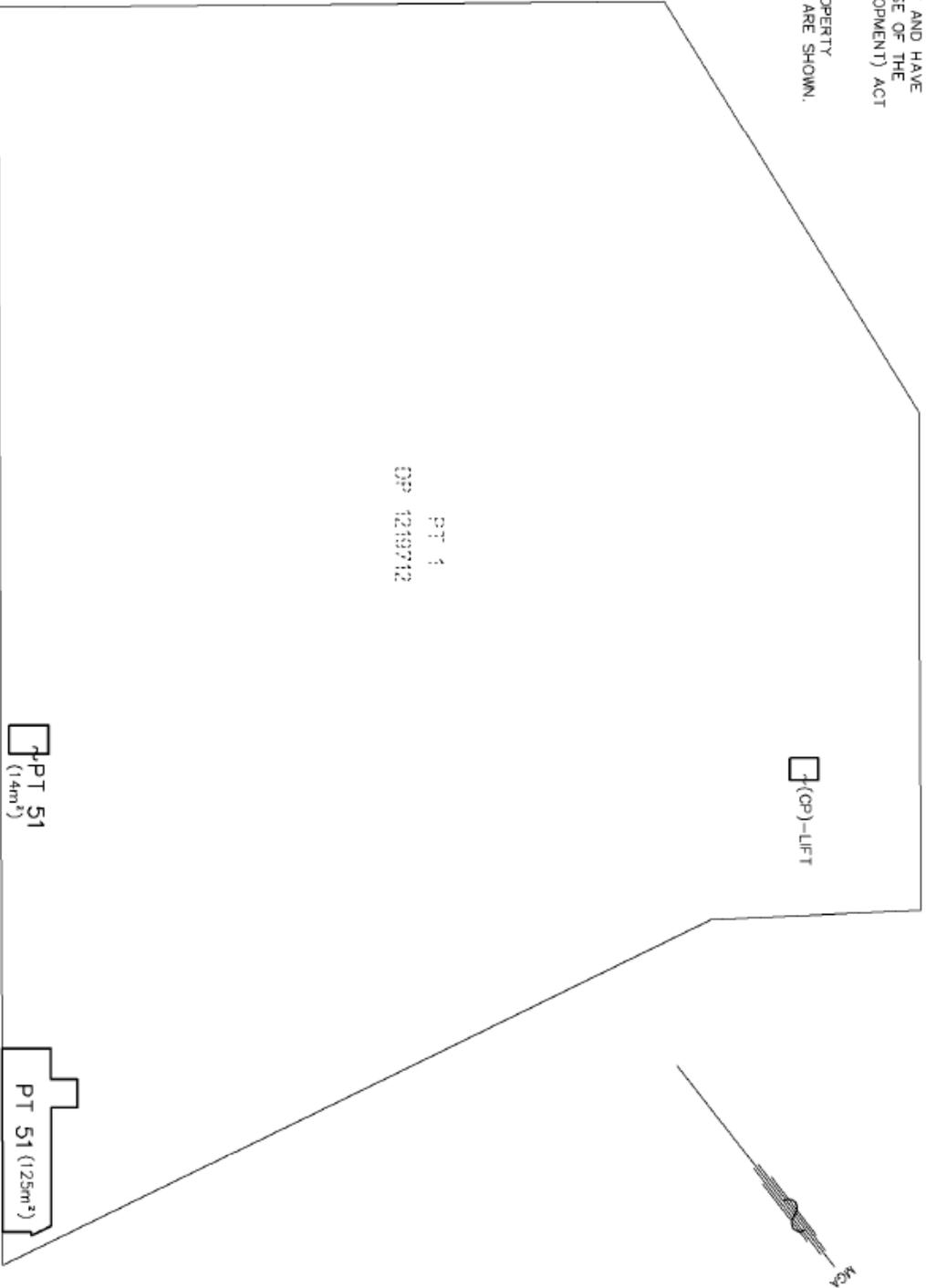
Surveyor: DAVID CRAIG WALLACE  
 Surveyor's Ref: 130529SPA - (23/08/2016)  
 Subdivision No: S190  
 Lengths are in metres. Reduction Ratio: 1: 500

Registered  
  
 26.9.2016

**SP 93358**

**NOTES**

ALL AREAS ARE APPROXIMATE ONLY AND HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.  
 FOR CLARITY, NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN.



**LEVEL 2**

LOT 51 IS A DEVELOPMENT LOT  
 (CP) - DENOTES COMMON PROPERTY

10	20	30	40	50	60	70	80	90	100	110	120	130	140
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Surveyor: DAVID CRAIG WALLACE  
 Surveyor's Ref: 13052989PA - (23/08/2016)  
 Subdivision No: S190  
 Lengths are in metres. Reduction Ratio: 1: 500

Registered  
  
 26.9.2016

**SP 93358**



PS - DENOTES THE PROLONGATION OF THE SOUTHERN FACE OF CONCRETE WALL.  
 DENOTES 90°

(CP) - DENOTES COMMON PROPERTY  
 (CS) - DENOTES CAR SPACE

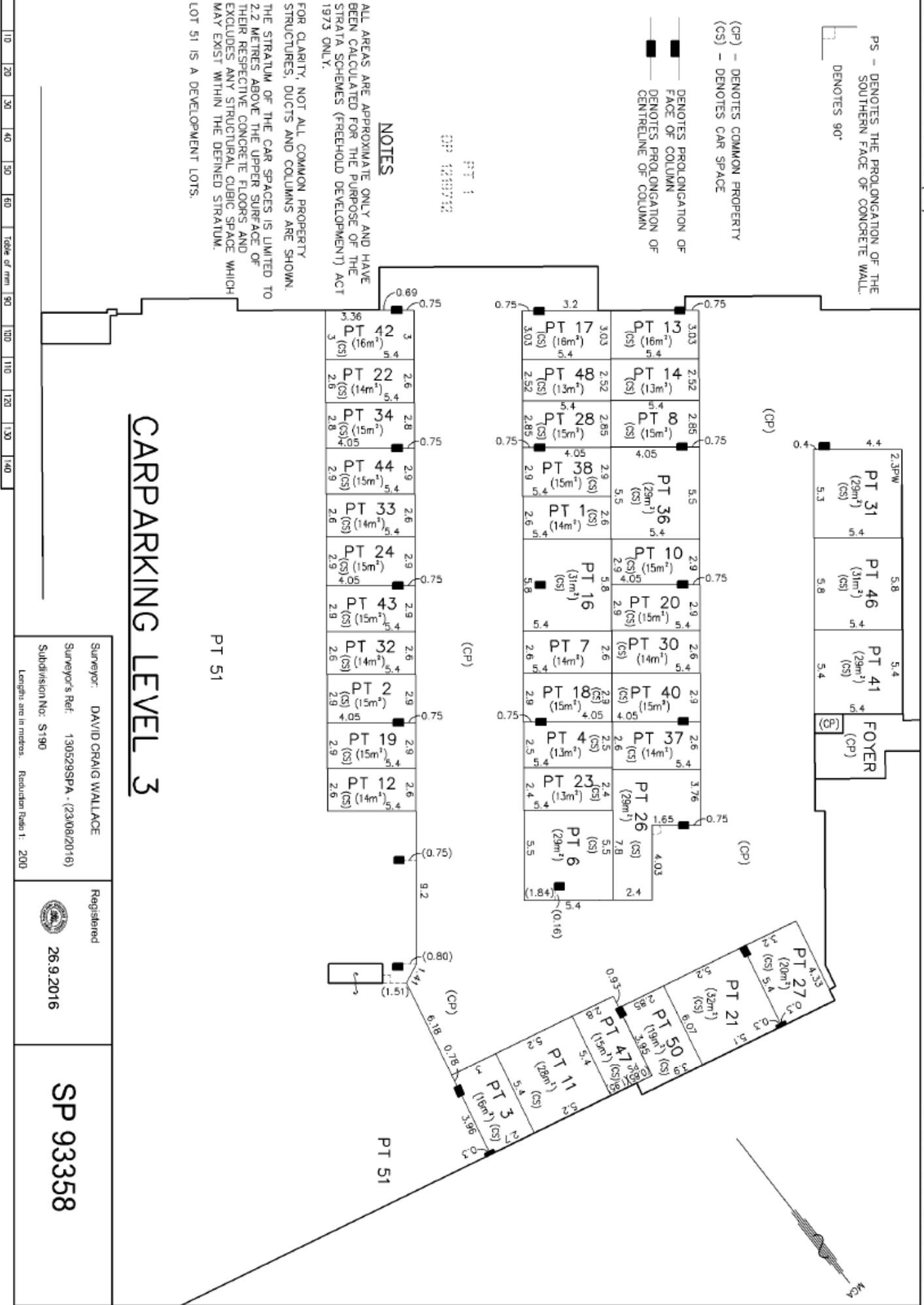
■ DENOTES PROLONGATION OF FACE OF COLUMN  
 ■ DENOTES PROLONGATION OF CENTRELINE OF COLUMN

**NOTES**

ALL AREAS ARE APPROXIMATE ONLY AND HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.

FOR CLARITY, NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN. THE STRATUM OF THE CAR SPACES IS LIMITED TO 2.2 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS AND EXCLUDES ANY STRUCTURAL CUBIC SPACE WHICH MAY EXIST WITHIN THE DEFINED STRATUM.  
 LOT 51 IS A DEVELOPMENT LOT.

PT 1  
 CIP: 1230712



**CARPARKING LEVEL 3**

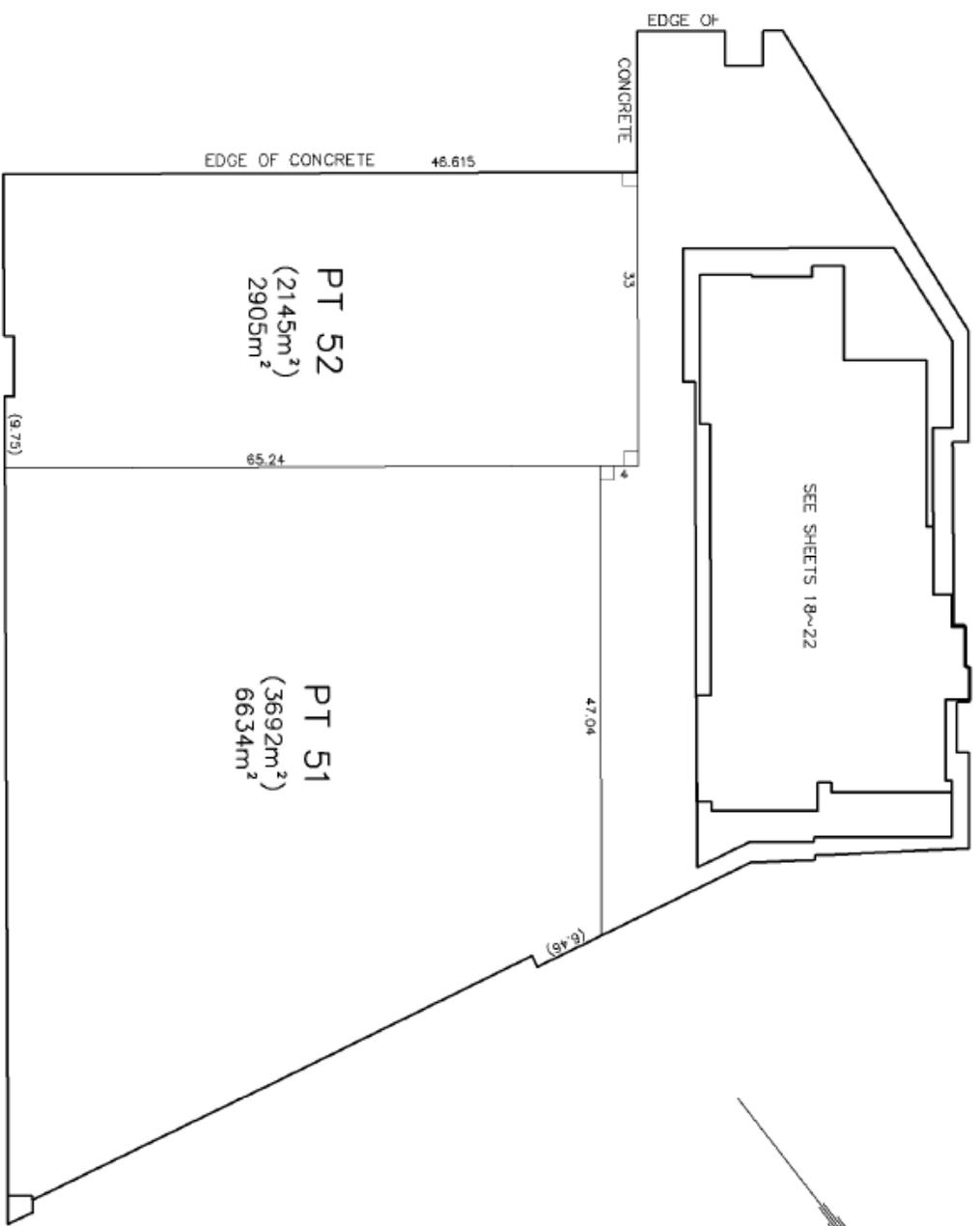
Surveyor: DAVID CRAIG WALLACE  
 Surveyor's Ref: 1305298PPA - (23/08/2016)  
 Subdivision No: S190  
 Lengths are in metres. Reduction Ratio: 1: 200

Registered  
  
 26.9.2016

**SP 93358**

THE STRATUM OF LOTS  
 51 & 52 ARE LIMITED IN HEIGHT  
 TO 40M ABOVE THE UPPER  
 SURFACE OF THEIR RESPECTIVE  
 CONCRETE FLOORS.

LOTS 51 & 52 ARE DEVELOPMENT LOTS



**LEVEL 4**

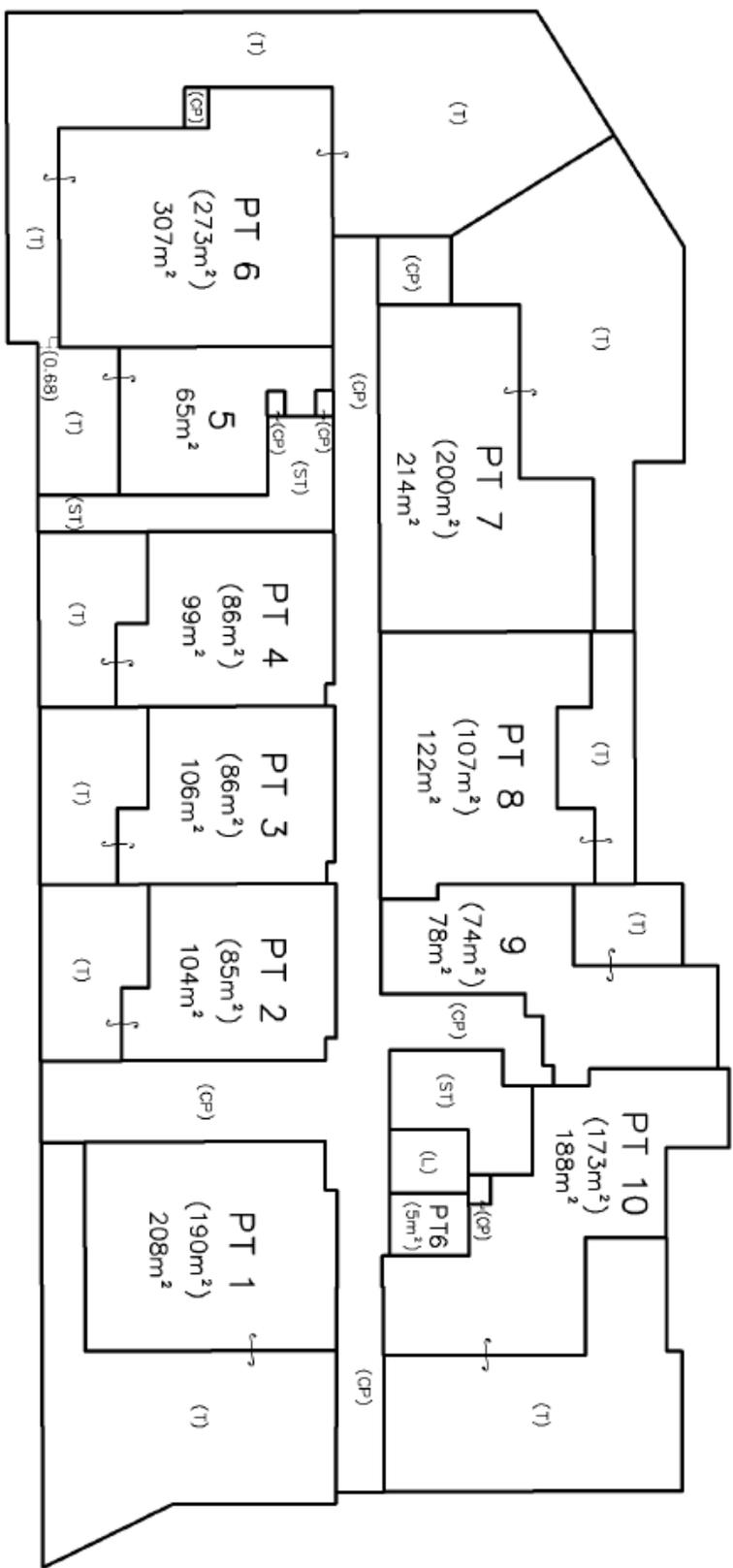
**NOTE**  
 THE SUBJECT LOT IS A STRATUM  
 PARCEL LIMITED IN HEIGHT AND  
 DEPTH AS IN DP 1219712.

10	20	30	40	50	60	Scale of mm	80	100	110	120	130	140
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Surveyor: DAVID CRAIG WALLACE  
 Surveyor's Ref: 1305298PPA - (23/08/2016)  
 Subdivision No: S190  
 Lengths are in metres. Reduction Ratio: 1: 500

Registered  
  
 26.9.2016

**SP 93358**



- (CP) - DENOTES COMMON PROPERTY
- (L) - DENOTES LIFT (COMMON AREA)
- (ST) - DENOTES STAIRS (COMMON AREA)
- (T) - DENOTES TERRACE



## LEVEL 4

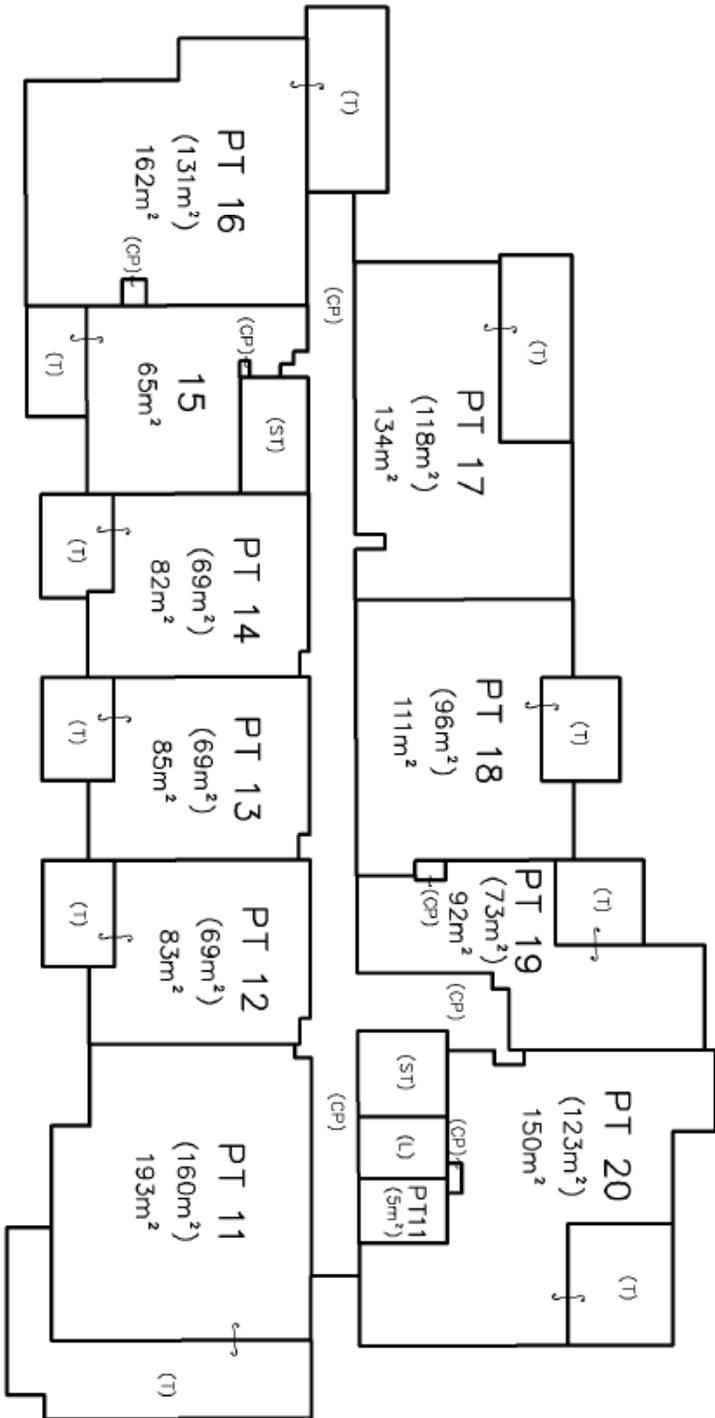
**NOTE**  
 THE STRATUM OF THE TERRACES ARE LIMITED TO THE UNDERSIDE OF THE CEILING OF THEIR RESPECTIVE ADJACENT UNIT EXCEPT WHERE COVERED WITHIN THIS LIMIT.  
 ALL AREAS ARE APPROXIMATE ONLY AND HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.

Surveyor: DAVID CRAIG WALLACE  
 Surveyor's Ref: 130529SPPA - (23/08/2016)  
 Subdivision No: S190  
 Lengths are in metres. Reduction Ratio: 1: 200

Registered  
  
 26.9.2016

**SP 93358**

10	20	30	40	50	60	70	80	90	100	110	120	130	140
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- (CP) - DENOTES COMMON PROPERTY
- (L) - DENOTES LIFT (COMMON PROPERTY)
- (ST) - DENOTES STAIRS (COMMON PROPERTY)
- (T) - DENOTES TERRACE

## LEVEL 5

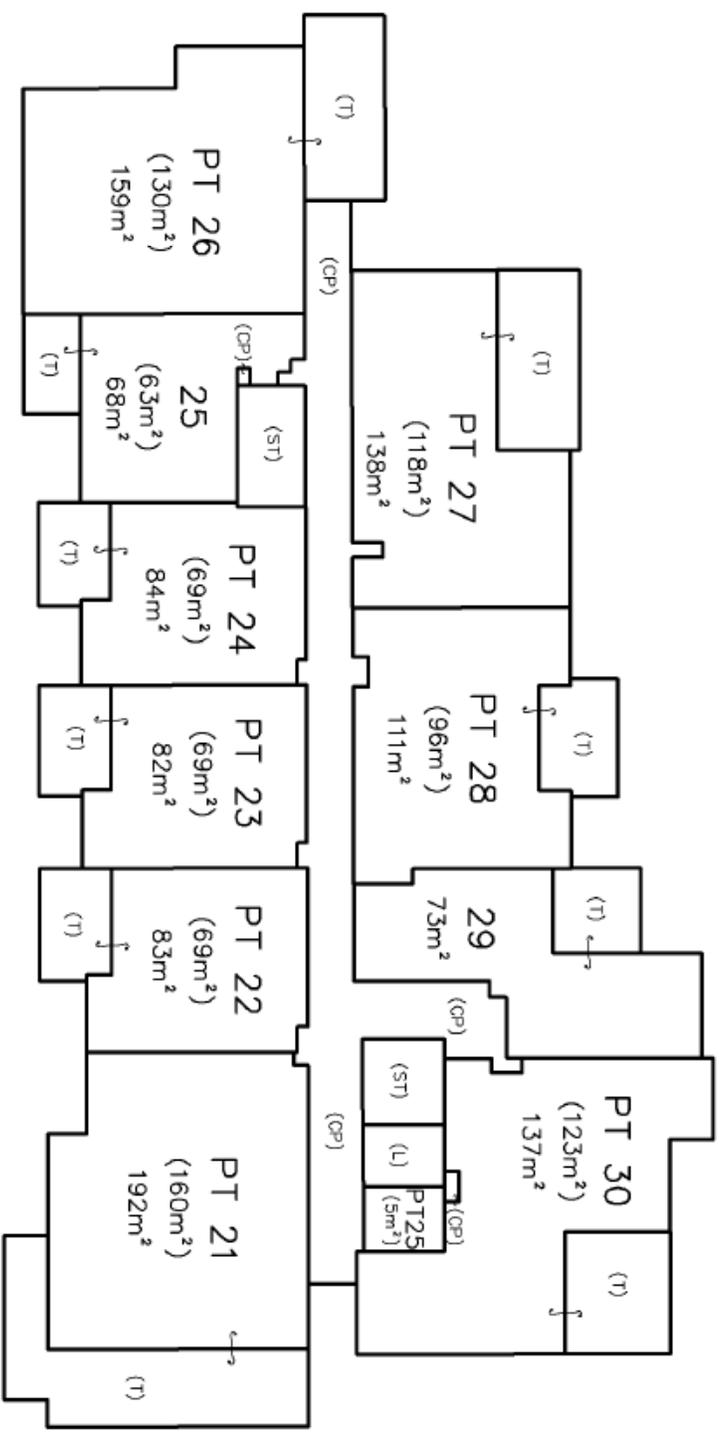
**NOTE**  
 THE STRATUM OF THE TERRACES ARE LIMITED TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE PAVED FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMIT.  
 ALL AREAS ARE APPROXIMATE ONLY AND HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.

10	20	30	40	50	60	70	80	90	100	110	120	130	140
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Surveyor: DAVID CRAIG WALLACE  
 Surveyor's Ref: 130529SPPA - (23/08/2016)  
 Subdivision No: S190  
 Lengths are in metres. Reduction Ratio: 1: 200

Registered  
  
 26.9.2016

**SP 93358**

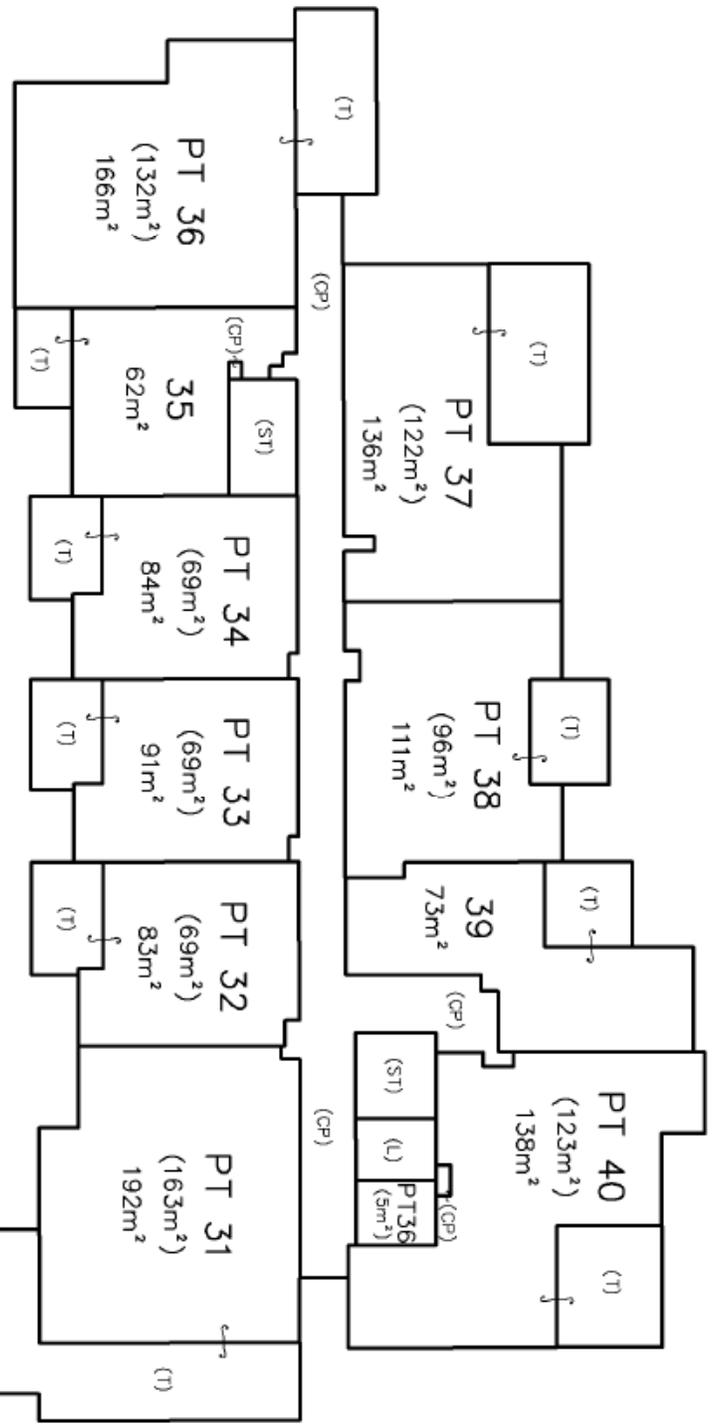


- (CP) - DENOTES COMMON PROPERTY
- (L) - DENOTES LEFT (COMMON PROPERTY)
- (ST) - DENOTES STAIRS (COMMON PROPERTY)
- (T) - DENOTES TERRACE

## LEVEL 6

**NOTE**  
 THE STRATUM OF THE TERRACES ARE LIMITED TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE PAVED FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMIT.  
 ALL AREAS ARE APPROXIMATE ONLY AND HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.

10	20	30	40	50	60	Scale of mm	80	100	110	120	130	140
Surveyor: DAVID CRAIG WALLACE Surveyor's Ref: 130529SPPA - (23/08/2016) Subdivision No: S190 Lengths are in metres. Reduction Ratio: 1: 200												
Registered  26.9.2016												
SP 93358												



- (CP) - DENOTES COMMON PROPERTY
- (L) - DENOTES LEFT (COMMON PROPERTY)
- (ST) - DENOTES STAIRS (COMMON PROPERTY)
- (T) - DENOTES TERRACE

# LEVEL 7

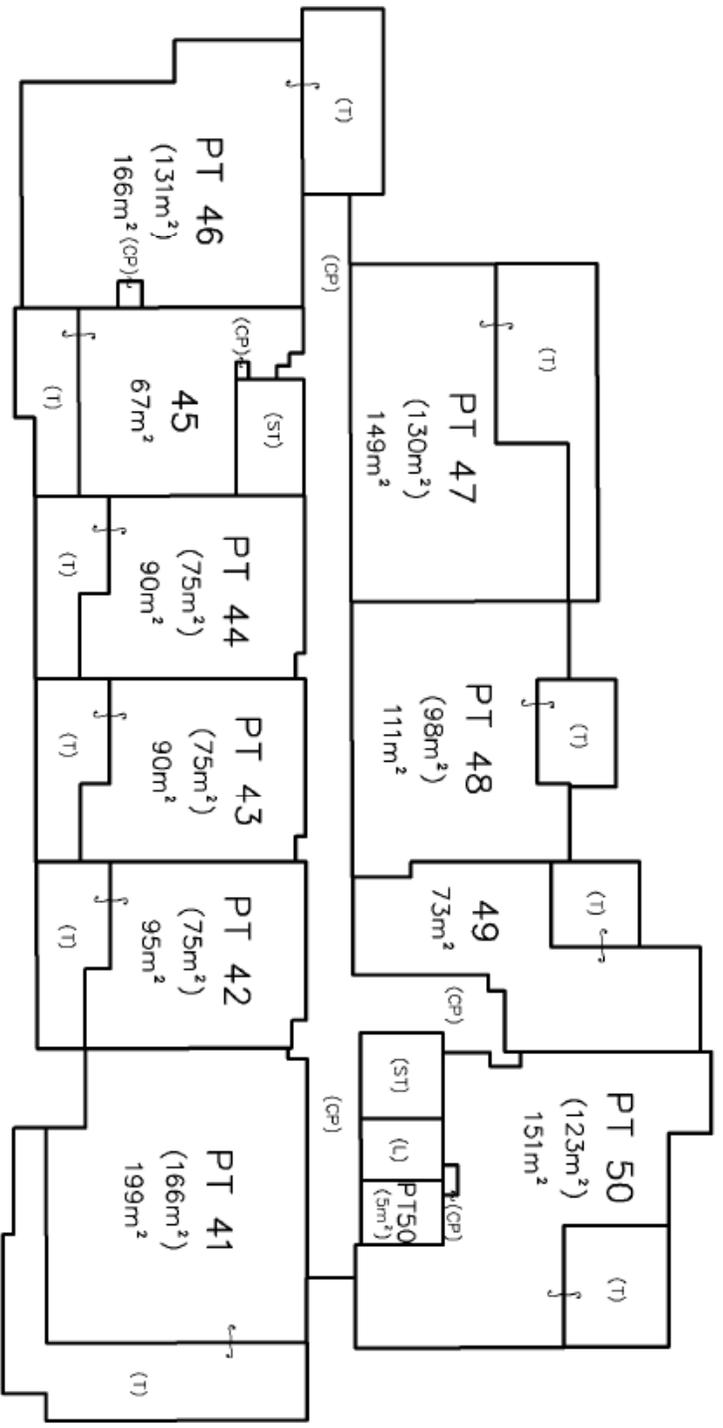
**NOTE**  
 THE STRATUM OF THE TERRACES ARE LIMITED TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE PAVED FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMIT.  
 ALL AREAS ARE APPROXIMATE ONLY AND HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (THRESHOLD DEVELOPMENT) ACT 1973 ONLY.

10	20	30	40	50	60	Scale of mm	90	100	110	120	130	140
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Surveyor: DAVID CRAIG WALLACE  
 Surveyor's Ref: 130529SPPA - (23/08/2016)  
 Subdivision No: S190  
 Lengths are in metres. Reduction Ratio: 1: 200

Registered  
  
 26.9.2016

**SP 93358**



- (CP) - DENOTES COMMON PROPERTY
- (L) - DENOTES LEFT (COMMON PROPERTY)
- (ST) - DENOTES STAIRS (COMMON PROPERTY)
- (T) - DENOTES TERRACE

# LEVEL 8

**NOTE**  
 THE STRATUM OF THE TERRACES ARE LIMITED TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE PAVED FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMIT.  
 ALL AREAS ARE APPROXIMATE ONLY AND HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.

10	20	30	40	50	60	Scale of mm	80	100	110	120	130	140
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Surveyor: DAVID CRAIG WALLACE  
 Surveyor's Ref: 130529SPPA - (23/08/2016)  
 Subdivision No: S190  
 Lengths are in metres. Reduction Ratio: 1: 200

Registered  
  
 26.9.2016

**SP 93358**

STRATA PLAN FORM 3 (PART 1) (2012) WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 4 sheet(s)
<p style="text-align: center;">Office Use Only</p> <p>Registered:  26.9.2016                      Purpose: STRATA PLAN</p>	<p style="text-align: center;">Office Use Only</p> <h1 style="text-align: center;">SP93358</h1>	
<p><b>PLAN OF SUBDIVISION OF LOT 2 DP1219712</b></p>	<p>LGA: NEWCASTLE                      Locality: NEWCASTLE WEST                      Parish: NEWCASTLE                      County: NORTHUMBERLAND</p>	
<p style="text-align: center;">Strata Certificate (Approved Form 5)</p> <p>(1) *The Council of .....                      *The Accredited Certifier: <u>ALAN SACCARO</u>                      Accreditation number: <u>SPB 0778</u>                      has made the required inspections and is satisfied that the requirements of;                      *(a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 29A Strata Schemes (Freehold Development) Regulation 2012,                      *(b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 30A of the Strata Schemes (Leasehold Development) Regulation 2012,                      have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.</p> <p>*(2) The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.</p> <p>*(3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.</p> <p>*(4) The building encroaches on a public place and;                      *(a) <del>The Council does not object to the encroachment of the building beyond the alignment of .....</del>                      *(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.</p> <p>*(5) <del>This approval is given on the condition that lot(s) ^..... are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.</del></p> <p>Date: <u>22.08.16</u>                      Subdivision number: <u>S190</u>                      Relevant Development Consent number: <u>2016/00105</u>                      Issued by: <u>NEWCASTLE CITY COUNCIL</u>                      Signature:                       Authorised Person / General Manager / Accredited Certifier</p> <p>* Strike through if inapplicable.                      ^ Insert lot numbers of proposed utility lots.</p>	<p>Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)</p> <p><b>The Owners – Strata Plan No. 93358</b>  <b>C/ - Strata Plus</b>  <b>PO Box 1160, NEWCASTLE NSW 2300</b></p> <p>The adopted by-laws for the scheme are:                      * ^ ..... Model By-laws                      ^ together with, Keeping of animals: Option *A/*B/*C                      * By-laws in 44 sheets filed with plan.</p> <p>* Strike through if inapplicable                      ^ Insert the type to be adopted (Schedules 2 - 7 Strata Schemes Management Regulation 2010)</p>	
<p style="text-align: center;">Surveyor's Certificate (Approved Form 3)</p> <p>I, DAVID CRAIG WALLACE                      of MONTEATH &amp; POWYS, PO BOX 726, NEWCASTLE, 2300                      a surveyor registered under the Surveying and Spatial Information Act 2002, hereby certify that:</p> <p>(1) Each applicable requirement of                      * Schedule 1A of the Strata Schemes (Freehold Development) Act 1973 has been met                      * <del>Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986 has been met</del></p> <p>*(2) *(a) The building encroaches on a public place;                      *(b) <del>The building encroaches on land (other than a public place), and an appropriate easement has been created by ^..... to permit the encroachment to remain.</del></p> <p>(3) <del>The survey information recorded in the accompanying location plan is accurate.</del>                      STET *(3) The survey information recorded in the accompanying location plan is accurate.</p> <p>Signature:                       Date: <u>11.8.16</u></p> <p>* Strike through if inapplicable.                      ^ Insert the deposited plan number or dealing number of the instrument that created the easement</p>	<p style="text-align: center;">SURVEYOR'S REFERENCE: 13-529 Stage 1</p>	
<p>Signatures, Seals and Section 88B Statements should appear on STRATA PLAN FORM 3A</p>		

STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing or folding will lead to rejection

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STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Office Use Only  
 Registered:  26.9.2016

Office Use Only  
**SP93358**

PLAN OF SUBDIVISION OF LOT 2 DP1219712

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

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

Subdivision Certificate number: 5190

Date of endorsement: 22.08.16

Lot Number	Unit Entitlement
1	73
2	51
3	51
4	49
5	39
6	83
7	73
8	67
9	45
10	73
11	89
12	48
13	48
14	47
15	37
16	78
17	69
18	66
19	48
20	76
21	87
22	49
23	49
24	48
25	40
26	79

Lot Number	Unit Entitlement
27	70
28	66
29	41
30	73
31	88
32	50
33	52
34	49
35	40
36	84
37	72
38	67
39	44
40	74
41	94
42	54
43	52
44	51
45	44
46	84
47	75
48	68
49	45
50	80
51	4,388
52	2,533
<b>Total</b>	<b>10,000</b>

**Warning Statement regarding the initial Schedule of Unit Entitlements**

The Schedule of Unit Entitlements may, on completion of the staged strata development to which it relates, be revised in accordance with section 28QAA Strata Schemes (Freehold Development) Act 1973.

This plan contains a Strata Development Contract comprising 15 sheets.

This plan incorporates a Strata Management Statement of 128 sheets.

If space is insufficient use additional annexure sheet.

Surveyor's Reference: 13-529 Stage 1

STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Registered:  26.9.2016 Office Use Only

Office Use Only

**SP93358**

PLAN OF SUBDIVISION OF LOT 2 DP1219712

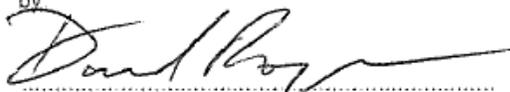
This sheet is for the provision of the following information as required:

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

Subdivision Certificate number: S.190

Date of endorsement: 22.08.16

Executed by Gennie Holdings Pty Limited  
(ABN 67 505 337 385) in accordance with  
section 127 of the Corporations Act 2001 (Cth)  
by:

  
Signature of Sole Director / sole Secretary

**DAVID G. BOYER**  
Print name of Sole Director / sole Secretary

If space is insufficient use additional annexure sheet.

Surveyor's Reference: 13-529 Stage 1

STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing or folding will lead to rejection

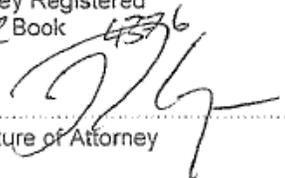
ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

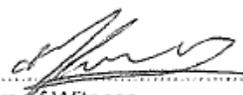
Office Use Only Registered:  26.9.2016	Office Use Only <b>SP93358</b>
PLAN OF SUBDIVISION OF LOT 2 DP1219712	
This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>• A Schedule of Unit Entitlements.</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>.</li><li>• Signatures and seals - see 195D <i>Conveyancing Act 1919</i>.</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets</li></ul>	
Subdivision Certificate number: <u>S190</u>	
Date of endorsement: <u>22.08.16</u>	

Signed on behalf of Australia and New Zealand Banking Group Limited )  
ACN 005 357 522 by its attorney under Power of Attorney Registered )  
No 412 Book 4376 )

  
Signature of Attorney

JASON FINLAYSON  
Print name of Attorney

ASSOCIATE DIRECTOR  
Position held

  
Signature of Witness

DEE KORAB  
Print name of Witness

347 Kent Street  
SYDNEY NSW 2000  
Address of Witness

If space is insufficient use additional annexure sheet.

Surveyor's Reference: 13-529 Stage 1

**SP93358**

**Approved Form 28**

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

*Strata Schemes (Freehold Development) Act 1972*

*Strata Schemes (Leasehold Development) Act 1986*

**Strata Management Statement**

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

- i. an owners corporation of a strata scheme for part of the building;
- ii. a proprietor, mortgagee in possession or lessee of any lot in such a strata scheme;  
and
- iii. any other person in whom the fee simple of any part of the building concerned or its site (being a part affected by the statement) is vested for the time being, or the mortgagee in possession or lessee of any such part. (Section 28W, Strata Schemes (Freehold Development) Act 1973; Section 57F, Strata Schemes (Leasehold Development) Act 1986).

## **INTRODUCTION & OVERVIEW OF THE STRATA MANAGEMENT STATEMENT**

### **A. What is a Strata Management Statement?**

A strata management statement is a set of rules that regulate the management and operation of a building and site concerned where part of the building is subdivided by a strata scheme or schemes. These types of strata schemes are called "part building strata schemes". The Development Site is a part building strata scheme. This management statement regulates the management and operation of the Building through the Rules contained in this management statement and by the activities of the Committee.

### **B. Rights and Obligations**

A strata management statement confers rights and imposes obligations on the Owners Corporation, Owners and Occupiers of lots in a building in which there is a part building strata scheme such as applies to the Development Site.

### **C. Overview of the Development Site**

The Development Site is a mixed-use development comprising residential accommodation, existing retail and associated car parking components, with each residential component to be constructed as one or more stages of the development project.

### **D. Parts of this management statement**

This management statement is divided into the following 13 parts:

Part 1- Definitions and Interpretation

Part 2- Binding Effect & General Obligations

Part 3- The Building Management Committee

Part 4- Additional Powers and Obligations of the Committee

Part 5-Strata Manager and Facilities Manager

Part 6- Rights and Obligations of Members, Owners and Occupiers

Part 7-Financial Management: Insurance, Funds and Levies

Part 8-Consent & Books and Records of the Committee

Part 9- Information to be provided to the Committee

Part 10- Construction and Further Subdivisions

Part 11- Shared Facilities

Part 12- Dispute Resolution

Part 13- Miscellaneous Provisions

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**E. What are the different components of the Development Site?**

The development will be constructed in stages. The Developer has reserved to itself certain rights to enable it to complete the Construction Works at the Development Site (see Part 10 of this management statement). When complete the Development Site will have 2 distinct components. The Components and corresponding Members for the development are as follows:

Component	Stratum Lot No. in Plan	Description of Proposed Composition	Member
Lot 1 Stratum Lot for Existing Retail	1	A stratum lot for the multi-storey existing Marketown retail facilities currently used for retail purposes and associated car parking	Lot 1 Stratum Lot for Existing Retail Owner
Lot 2 Residential Stratum Lot	2	A stratum lot to be subdivided over stages by registration of a Strata Plan to create a Strata Scheme with Stage 1 comprising approximately 50 residential units in Stage 1 Building and associated car parks. Stage 2 will comprise approximately 56-63 residential units and associated car parks in Stage 2 Building. Stage 3 will comprise approximately 48 residential units and associated car parks in Stage 3 Building.	Lot 2 Residential Owner

**TABLE OF CONTENTS**

**PART 1- Definitions and Interpretation ..... 14**

**1. Definitions and Interpretation ..... 14**

1.1 Definitions ..... 14

1.2 Interpretation ..... 21

1.3 Headings ..... 21

1.4 Rights under this management statement ..... 21

1.5 Severance ..... 21

1.6 Conflict with laws and requirements ..... 21

**PART 2- BINDING EFFECT & GENERAL OBLIGATIONS ..... 22**

**2. Parties bound & general Obligations ..... 22**

2.1 Effect of this management statement ..... 22

2.2 How to amend this management statement ..... 22

2.3 Compliance ..... 22

2.4 Obligations for Occupiers ..... 22

2.5 Obligations for others ..... 22

2.6 Obligations for visitors ..... 22

2.7 By laws for Strata Schemes ..... 22

**PART 3- THE BUILDING MANAGEMENT COMMITTEE ..... 23**

**3. Establishment and Composition of the Building Management Committee ..... 23**

3.1 Management of part building strata schemes ..... 23

3.2 Establishing the Building Management Committee for the Building ..... 23

3.3 Building Management Committee Composition ..... 23

3.4 Composition Generally ..... 23

3.5 Appointment of Office Bearers ..... 23

3.6 Eligibility for election ..... 23

3.7 Appointment to more than one position ..... 23

3.8 Procedure for appointing Office Bearers ..... 23

3.9 Replacement Office Bearers ..... 24

3.10 Vacating the position of an Office Bearer ..... 24

**4. Functions and powers of the Committee and its Office Bearers ..... 24**

**5. Committee Meeting procedures ..... 27**

5.1 Types of Meetings ..... 27

5.2 Meetings ..... 27

5.3 Emergency Meetings ..... 27

5.4 Who convenes Meetings? ..... 27

5.5 Notices and agendas for Meetings ..... 27

5.6 Agenda for a Meeting ..... 28



---

5.7	Agenda for an Emergency Meeting .....	28
5.8	Information to be included in the notice of a Meeting to consider levy contributions.....	28
5.9	How much notice is required for a Meeting?.....	28
5.10	How to serve notice of a Meeting .....	28
5.11	Giving notice of an Emergency Meeting .....	29
5.12	Notices for Emergency Meetings .....	29
5.13	Procedures for holding a Meeting or Emergency Meeting .....	29
<b>6.</b>	<b>Quorum And Voting At Committee Meetings.....</b>	<b>29</b>
6.1	Quorum for a Meeting .....	29
6.2	Failure to obtain a quorum.....	29
6.3	Notice of adjourned Meetings.....	29
6.4	Quorums at adjourned Meetings .....	29
6.5	Attendance at a Meeting .....	29
6.6	Special provisions for Meetings held in writing .....	29
6.7	How to cast a vote at an Emergency Meeting.....	30
6.8	Voting rights of Members.....	30
6.9	How many votes does each Member have? .....	30
6.10	Voting arrangement when a Subdivision occurs .....	30
6.11	Instructions by a Member .....	31
6.12	Restrictions on voting .....	31
6.13	Appointing a proxy.....	31
6.14	Who may be a proxy? .....	31
6.15	How to appoint a proxy?.....	31
6.16	Instructions about voting .....	31
6.17	Restrictions on voting .....	32
<b>7.</b>	<b>Resolutions at Meetings and Emergency Meetings &amp; Minutes .....</b>	<b>32</b>
7.1	What is a Resolution? .....	32
7.2	Who may Vote on a Matter requiring Resolution? .....	32
7.3	When is a Special Resolution passed?.....	32
7.4	Matters decided by Special Resolution.....	32
7.5	Who may vote on a Unanimous Resolution? .....	32
7.6	When Is a Unanimous Resolution passed? .....	32
7.7	Matters which must be decided by Unanimous Resolution .....	32
7.8	Minutes of Meetings .....	33
	<b>PART 4- ADDITIONAL POWERS &amp; OBLIGATIONS OF THE COMMITTEE.....</b>	<b>34</b>
<b>8.</b>	<b>Power of the Committee to go access to Shared Facilities, Lots and Common Property .....</b>	<b>34</b>
8.1	General requirement .....	34
8.2	What are the powers of the Committee? .....	34



---

8.3	Access requirements.....	34
8.4	Notice requirements .....	34
8.5	Paying costs.....	34
8.6	Rectifying damage.....	34
8.7	Interpreting this clause .....	34
<b>9.</b>	<b>Rights of the Committee to do work in an emergency .....</b>	<b>35</b>
9.1	What power does the Committee have? .....	35
9.2	Entering parts of the Building .....	35
9.3	Costs.....	35
9.4	No Interference .....	35
9.5	Liability for Damages.....	35
9.6	Interpreting this Clause .....	35
<b>10.</b>	<b>Power of the Committee to act on behalf of the Members .....</b>	<b>35</b>
10.1	Acting as agent .....	35
10.2	Appointment as agent and attorney .....	35
10.3	Legal proceedings by a Member .....	35
	<b>PART 5- STRATA MANAGER AND FACILITIES MANAGER.....</b>	<b>36</b>
<b>11.</b>	<b>Committee Power To Appoint A Strata Manager .....</b>	<b>36</b>
11.1	Appointing a Strata Manager.....	36
11.2	Qualifications of the Strata Manager .....	36
11.3	Delegation of functions.....	36
11.4	What functions may not be delegated?.....	36
11.5	Form of agreement.....	36
11.6	Term of the appointment .....	36
11.7	Remuneration.....	37
11.8	Duties.....	37
<b>12.</b>	<b>Appointing a Facilities Manager .....</b>	<b>37</b>
12.1	Purpose of the agreement.....	37
12.2	Services to Committee and Members.....	37
12.3	Form of agreement.....	37
12.4	Term of the appointment .....	37
12.5	Remuneration.....	37
12.6	Duties.....	37
12.7	Member Services .....	38
	<b>PART 6- RIGHTS AND OBLIGATIONS OF MEMBERS, OWNERS AND OCCUPIERS .....</b>	<b>39</b>
<b>13.</b>	<b>What are the rights and obligations of Members? .....</b>	<b>39</b>
13.1	General obligations .....	39
13.2	Voting rights .....	39



---

13.3	Shared Facilities.....	39
13.4	Maintenance requirements.....	39
13.5	Nature of obligations.....	40
13.6	Damage.....	40
13.7	Upgrading and redevelopment.....	40
13.8	Structural adequacy.....	40
<b>14.</b>	<b>Architectural Code.....</b>	<b>40</b>
14.1	Compliance.....	40
14.2	Approval.....	41
14.3	Amendment of Architectural Code.....	41
14.4	Architectural Code and Developer.....	41
<b>15.</b>	<b>Appointing a Representative and a Substitute Representative.....</b>	<b>41</b>
15.1	Appointment of Representatives.....	41
15.2	Appointment of Substitute Representatives.....	41
15.3	Eligibility for appointment.....	41
15.4	Appointing a new Representative or Substitute Representative.....	41
15.5	Appointment Form.....	41
15.6	When does an appointment become effective?.....	41
15.7	Proxies.....	41
15.8	Acts by Representatives and Substitute Representatives.....	42
<b>16.</b>	<b>What are the obligations of Owners and Occupiers?.....</b>	<b>42</b>
16.1	Owner and Occupiers.....	42
<b>17.</b>	<b>Additional obligations for the Owners Corporation.....</b>	<b>42</b>
17.1	Notices of Meetings.....	42
17.2	Attendance at Meetings.....	42
17.3	By-laws.....	42
17.4	Appointing Representatives and Substitute Representatives.....	42
<b>18.</b>	<b>Rights of access.....</b>	<b>43</b>
18.1	General requirement.....	43
18.2	Access In an emergency.....	43
18.3	Access to Shared Facilities by the Committee.....	43
18.4	Notice requirements.....	43
18.5	When is access available?.....	43
18.6	Paying costs.....	43
18.7	Rectifying damage.....	43
<b>19.</b>	<b>Obligations for insurance.....</b>	<b>43</b>
19.1	Public liability insurance.....	43
19.2	Machinery breakdown and contents.....	43
19.3	Actions that may increase premiums.....	44



---

19.4	Paying for additional premiums .....	44
19.5	Proceeds of building insurance claims.....	44
<b>PART 7- FINANCIAL MANAGEMENT: INSURANCE, FUNDS AND LEVIES .....</b>		<b>45</b>
<b>20.</b>	<b>Insurance requirements .....</b>	<b>45</b>
20.1	Statutory insurance .....	45
20.2	Required insurances .....	45
20.3	Optional insurances.....	45
20.4	Valuations .....	45
20.5	When to carry out the first valuation .....	45
20.6	Amount of building insurance .....	45
20.7	Proceeds of building insurance claims.....	45
20.8	Regular review of insurances .....	45
20.9	Insuring for new risks .....	46
20.10	Insurance records .....	46
<b>21.</b>	<b>What funds must the Committee establish?.....</b>	<b>46</b>
21.1	Administrative fund.....	46
21.2	Sinking fund .....	46
21.3	What money is paid into the Administrative Fund? .....	46
21.4	What money is paid into the Sinking Fund?.....	46
21.5	First Financial Year .....	47
21.6	Subsequent Financial Years.....	47
21.7	Budget Preparation .....	47
21.8	What information must be included In a Budget? .....	47
21.9	How much to budget? .....	47
<b>22.</b>	<b>Determining contributions .....</b>	<b>47</b>
22.1	Levying Members .....	47
22.2	What proportion of costs payable .....	48
22.3	Procedures for determining contributions .....	48
22.4	Determining the amount of contributions .....	48
22.5	Insufficient funds .....	48
22.6	Budget where there are insufficient funds.....	48
22.7	Determining contributions at an Emergency Meeting.....	48
<b>23.</b>	<b>Preparing financial statements .....</b>	<b>48</b>
23.1	Obligations of the Committee .....	48
23.2	When to prepare financial statements .....	49
23.3	Information to be included in a financial statement .....	49
<b>24.</b>	<b>Paying contributions .....</b>	<b>49</b>
24.1	Notices of contributions .....	49
24.2	Raising funds in an emergency .....	50



---

<b>25.</b>	<b>Banking money and interest on accounts .....</b>	<b>50</b>
25.1	Establishing a bank account.....	50
25.2	Withdrawing funds.....	50
25.3	Trust account .....	50
25.4	Interest bearing accounts .....	50
<b>26.</b>	<b>Late payments.....</b>	<b>50</b>
26.1	Interest.....	50
26.2	Calculating interest.....	50
26.3	Certificates about interest rates.....	50
26.4	Recovering unpaid contributions .....	51
<b>27.</b>	<b>Dealing with surplus funds .....</b>	<b>51</b>
27.1	Distributing surplus funds .....	51
27.2	Unanimous Resolution .....	51
<b>28.</b>	<b>Paying contributions when there is a Dispute.....</b>	<b>51</b>
28.1	What are your obligations?.....	51
28.2	Continuing payments.....	51
28.3	Your rights are not affected .....	51
<b>PART 8- CONSENT &amp; BOOKS AND RECORDS OF THE COMMITTEE .....</b>		<b>52</b>
<b>29.</b>	<b>Consent by the Committee.....</b>	<b>52</b>
29.1	How may consent be given? .....	52
29.2	Conditional consent.....	52
29.3	Revoking consent.....	52
29.4	Application of Part 10 .....	52
<b>30.</b>	<b>Books and records to be maintained .....</b>	<b>52</b>
30.1	Obligations of the Committee .....	52
30.2	Which books and records must the Committee keep? .....	52
30.3	How long are books and records kept? .....	53
<b>31.</b>	<b>Inspection.....</b>	<b>53</b>
31.1	Who is entitled to inspect the books and records?.....	53
31.2	What is the procedure? .....	53
31.3	Time for the inspection .....	53
31.4	Taking copies of records .....	53
<b>32.</b>	<b>Obtaining an Outstanding Levy Certificate.....</b>	<b>53</b>
32.1	Who may apply for a certificate? .....	53
32.2	Procedure to obtain a certificate .....	53
32.3	Information to be included in a certificate .....	54
32.4	When must the certificate be given?.....	54
32.5	Certificate is evidence of matters in it .....	54



---

<b>PART 9- INFORMATION TO BE PROVIDED TO THE COMMITTEE .....</b>	<b>55</b>
<b>33. What contact details must you provide to the Committee?.....</b>	<b>55</b>
33.1 Member's contact details.....	55
33.2 Purchasing a Stratum Lot.....	55
33.3 Leasing a Stratum Lot.....	55
33.4 Owners Corporation.....	55
33.5 Changing your contact details .....	55
<b>34. Fire safety and protection.....</b>	<b>55</b>
34.1 What are your obligations?.....	55
34.2 Keep flammable materials.....	56
34.3 Restrictions about fire safety .....	56
<b>PART 10- CONSTRUCTION AND FURTHER SUBDIVISIONS .....</b>	<b>57</b>
<b>35. Construction period.....</b>	<b>57</b>
35.1 Developer's Discretion .....	57
35.2 Parties Consent.....	57
35.3 Access .....	57
35.4 Repair .....	57
35.5 Future Services for Lot 1 Stratum Lot for Existing Retail Component .....	58
<b>36. Development works post-construction period .....</b>	<b>58</b>
36.1 Obligations before You carry out Works .....	58
36.2 When to apply for government agency approval.....	59
36.3 Exclusions.....	59
<b>37. Application process.....</b>	<b>59</b>
37.1 Making an application.....	59
37.2 What information must You include in your application?.....	59
37.3 Minimum requirements for Works.....	59
37.4 Additional information.....	60
37.5 Discretion.....	60
37.6 Time frame for making a decision.....	60
37.7 Notifying the applicant of a decision .....	60
<b>38. Approval process .....</b>	<b>60</b>
38.1 Standing Approvals by the Committee.....	60
38.2 Conditional approvals.....	60
38.3 Revoking an approval.....	60
38.4 Additional obligations for Owners Corporations .....	61
<b>39. Procedures for carrying out Works .....</b>	<b>61</b>
39.1 Procedures before You carry out Works .....	61
39.2 Procedures when You carry out Works .....	61



---

<b>40.</b>	<b>Giving approval to subdivisions.....</b>	<b>61</b>
40.1	Subdivisions which create Stratum Lots .....	61
40.2	Subdivisions which create Strata Schemes .....	62
40.3	Deemed consent .....	63
40.4	Endorsement of consent .....	63
40.5	Paying costs.....	63
<b>41.</b>	<b>Contributions if a Subdivision Plan is registered.....</b>	<b>63</b>
41.1	Contributions.....	63
41.2	Procedure for assessing contributions if a Subdivision Plan is registered.....	63
<b>42.</b>	<b>Changes to the parties to Service Contracts .....</b>	<b>63</b>
42.1	When does this clause apply?.....	63
42.2	Obligations of Members .....	63
42.3	Effect of Complying with this clause .....	64
42.4	Failure to comply with this clause .....	64
42.5	Who pays the cost?.....	64
<b>PART 11- SHARED FACILITIES .....</b>		<b>65</b>
<b>43.</b>	<b>Shared Facilities .....</b>	<b>65</b>
43.1	Overview .....	65
43.2	What do Shared Facilities include? .....	65
43.3	Access routes to Shared Facilities.....	65
43.4	Rights and obligations of the Committee .....	65
43.5	Service Contractors.....	65
43.6	Shared Facilities and Common Property .....	65
43.7	Shared Facilities and Stratum Lots.....	66
43.8	Who may use Shared Facilities? .....	66
43.9	When can You use Shared Facilities? .....	66
43.10	How to apportion costs for Shared Facilities.....	66
43.11	Obligations of Members to pay for Shared Facilities.....	66
43.12	Easements .....	66
<b>44.</b>	<b>Changing and adding to Shared Facilities.....</b>	<b>66</b>
44.1	Powers of the Committee .....	66
44.2	Obligations of Members .....	67
<b>45.</b>	<b>Changing the costs for Shared Facilities.....</b>	<b>67</b>
45.1	Powers of the Committee .....	67
45.2	Reason for exercising powers .....	67
45.3	Obligations of Members .....	67
<b>46.</b>	<b>Changing Shared Facilities and costs for Shared Facilities during the Construction Period .....</b>	<b>68</b>



---

46.1	Developer's Rights .....	68
<b>47.</b>	<b>Using approved contractors .....</b>	<b>68</b>
47.1	Overview .....	68
47.2	Obligations of the Committee .....	69
47.3	Approving contractors .....	69
47.4	Obligations of Members, Owners and Occupiers.....	69
<b>48.</b>	<b>Damage to Shared Facilities .....</b>	<b>69</b>
<b>49.</b>	<b>Car Park DRIVEway and Security .....</b>	<b>69</b>
49.1	Rights of the Committee .....	69
49.2	CCTV Security System.....	69
49.3	Obligations of the Committee .....	70
49.4	Charging fees for Security Keys .....	70
49.5	Rights and obligations .....	70
49.6	Some prohibitions .....	70
49.7	Who owns Security Keys?.....	70
49.8	Managing the Security Key system .....	70
49.9	During the Construction Period .....	71
49.10	Lot 1 Stratum Lot for Existing Retail Owner .....	71
<b>50.</b>	<b>Signage.....</b>	<b>72</b>
50.1	Prohibited .....	72
50.2	Lot 1 Stratum Lot for Existing Retail Owner Signage .....	72
50.3	Developer Signage & Selling Activities .....	72
<b>51.</b>	<b>Provision of Services .....</b>	<b>73</b>
51.1	What are the powers of the Committee? .....	73
51.2	When can the Committee supply Services .....	73
51.3	Power to enter into contracts .....	73
51.4	Disconnecting a Service .....	73
51.5	Matters the Committee must take into account.....	74
<b>52.</b>	<b>Roof .....</b>	<b>74</b>
<b>PART 12- DISPUTE RESOLUTION.....</b>		<b>75</b>
<b>53.</b>	<b>Disputes .....</b>	<b>75</b>
53.1	Interpretation .....	75
53.2	Resolution of Disputes .....	75
53.3	Dealing with Disputes according to this clause .....	75
53.4	Dispute Notice.....	75
53.5	Negotiation.....	75
53.6	Referring a Dispute to expert determination .....	75
53.7	Appointing an expert .....	76



---

53.8	Instructions to the expert .....	76
53.9	Conducting expert determination.....	76
53.10	Expert determination .....	76
53.11	Binding effect .....	76
53.12	Negotiation or expert determination about Shared Facility costs .....	76
53.13	Costs.....	76
<b>PART 13- MISCELLANEOUS PROVISIONS.....</b>		<b>77</b>
<b>54.</b>	<b>Notices.....</b>	<b>77</b>
54.1	Methods of serving notices .....	77
54.2	When does a notice take effect? .....	77
54.3	Receipt- post.....	77
54.4	Receipt- fax.....	77
54.5	Form of notices .....	77
54.6	Receipt- general.....	77
<b>55.</b>	<b>GST.....</b>	<b>77</b>
55.1	Amounts are exclusive of GST .....	77
55.2	Obligation to pay GST .....	77
55.3	Differences in amounts.....	78
55.4	Reimbursement.....	78
<b>56.</b>	<b>General .....</b>	<b>78</b>
56.1	Discretion in exercising rights.....	78
56.2	Partial exercise of rights .....	78
56.3	Approvals and consents .....	78
56.4	Conflict of interest .....	78
56.5	Remedies cumulative .....	78
56.6	Severability .....	78

**Execution Schedule**

- Schedule 1            Shared Facilities**
- Schedule 2            Shared Facilities Plan**
- Schedule 3            Architectural Code**
- Schedule 4            Appointment Form**
- Schedule 5            Membership Form**
- Schedule 6            Proxy Form**

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## PART 1- DEFINITIONS AND INTERPRETATION

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

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

**Administrative Fund** means the fund established by the Committee according to clause 21.1 to pay for the day to day expenses of operating and maintaining Shared Facilities, insurance costs, administrative costs and other costs which are not Sinking Fund costs.

**Apartment** means a Lot that may be lawfully occupied and resided in as a dwelling.

**Appointment Form** means a form in or to the effect of the form in Schedule 4 to appoint Representatives and Substitute Representatives.

**Architectural Code** means the architectural code for the Building in Schedule 3.

**Budget** means a budget for the Administrative Fund (and Sinking Fund where established) prepared by the Committee according to clause 21.7.

**Building** means the improvements erected or intended to be erected on the Development Site.

**Business Day** means a day on which banks in New South Wales are open for business.

**Carpark Driveway** means the Carpark Driveway identified in the Shared Facilities Plan "as SF5" and includes, all repair and maintenance of the roller shutter, boom gates, bitumen, ramp and driveways, speed humps, traffic control devices and other items to control safety and regulate the flow of traffic, access to and from the carpark, lighting, electricity costs and maintenance to enable the Carpark Driveway to be utilised as a Shared Facility.

**CCTV Security System** means a closed circuit television system that may be installed and used as a Shared Facility in accordance with this management statement.

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

**Committee** means the building management committee for the Development Site established and maintained by the Members under clause 3 and in accordance with the Development Act.

**Common Property** has the same meaning as it does in the Management Act.

**Components** mean the 2 components of the Plan comprising Lot 1 Stratum Lot for Existing Retail and Lot 2 Residential Stratum Lot (and 'Component' means one of them unless the contrary intention appears).

**Consent Authority** has the meaning provided under section 4 of the *Environmental Planning & Assessment Act 1979* (NSW).

**Construction Period** means the period commencing on and from the date of this management statement and ending on the later of the following dates:

- (a) an Occupation Certificate issues for Stage 1 Building;

- 
- (b) an Occupation Certificate issues for Stage 2 Building; and
  - (c) an Occupation Certificate issues for Stage 3 Building.

**Construction Works** means all works which are considered necessary or desirable in the Developer's absolute discretion to construct buildings and improvements and install Services on the Development Site including without limitation:

- (a) obtaining any consent or approval for the Development Site and any part thereof including without limitation any modification, variation or appeal of 2009/1039 or new consent or approval; as deemed necessary by the Developer in its absolute discretion from any Consent Authority or Government Agency;
- (b) any form of demolition work, excavation work, construction work, decontamination or building work at the Building or work ancillary to or associated with construction work or building work including, without limitation, the installation of Services;
- (c) any form of landscaping work or work ancillary to or associated with landscaping work at the Building;
- (d) any form of work which is considered necessary or desirable by the Developer in relation to the Development Site;
- (e) the subdivision of land forming part of the Development Site and further subdivision of land on the Development Site;
- (f) the dedication of any land forming part of the Development Site; and
- (g) the creation and construction of all Easements, grants, Services, rights of way and covenants in or over, to or adjoining the Development Site.

**Current Address for a Member, Owner or Occupier** means the current address at which a person may be served a notice or communication under this management statement.

**Current Fax Number for a Member, Owner or Occupier** means the current fax number at which a person may be served a notice or communication under this management statement.

**Developer** means Gennie Holdings Pty Ltd ACN 0087 445 976 ATF The Ravenshaw Trust ABN 75 833 054 959 and includes the Developer's employees, officers, contractors, consultants, advisers, subcontractors, agents, invitees, licensees, administrators, successors, substitutes and assigns.

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

**Development Site** means the entire development site located at 23 Steel Street, Newcastle West comprised in folio identifiers 1/1060087 and 100/1135694 of which the Building and site concerned forms part.

**Dispute** means any dispute, controversy or difference between the Committee, Members, Owners or Occupiers about:

- 
- (a) the construction of this management statement;
  - (b) the rights or obligations of the Committee, a Member, an Owner or an Occupier under this management statement;
  - (c) amounts which the Committee determines for Administrative Fund or Sinking Fund contributions;
  - (d) the Committee passing or failing to pass a Resolution; or
  - (e) the operation, maintenance, repair or replacement of a Shared Facility.

**Dispute Notice** means a written notice of a Dispute given by a party to a Dispute according to clause 53.4.

**Easements** means the easements, restrictions on use, positive covenants, dedications, grants, licences, sublicences, privileges, exclusive use rights and affections benefiting or burdening the Development Site or any part thereof.

**Emergency Meeting** means a Meeting convened in an emergency according to Part 3 of this management statement.

**Facilities Manager** means a facilities manager appointed by the Committee under clause 12 to assist the Committee perform its functions in relation to Shared Facilities.

**Financial Year** means the Financial Year of the Committee determined according to clauses 21.5 and 21.6.

**Fire Control System** means the fire safety system integrated in the Building identified in the Shared Facilities Plan as "SF6" which:

- (a) monitors the incidence of smoke, heat or fire; signals warnings of smoke, heat or fire;
- (b) provides lighting or directional signals in the case of smoke, heat or fire;
- (c) controls access in to and out of the Building in an emergency (eg. fire stairs);
- (d) notifies the Fire Brigade (and any other emergency agency) of smoke, heat, fire or an emergency in the Building;
- (e) retards the spread of smoke, heat or fire through the Building;
- (f) extinguishes fires in the Building (eg. hose reels and fire extinguishers); or
- (g) complies with statutory controls for fire safety.

**Government Agency** means a government or semi government, administrative, statutory fiscal or judicial body, department, commission authority, tribunal, agency or other like entity.

**GST** means any form of goods and services tax or similar value added tax.

**GST law** means the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any other legislation or regulation which imposes, levies, implements or varies a GST and any applicable ruling issued by the Commissioner of Taxation.

**Insurance** means the insurances effected by the Committee (or the Members) for the Development Site according to the Management Act and this management statement. It includes building insurance and public liability insurance for Shared Facilities.

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

**LEADR** means Lawyers Engaged in Alternative Dispute Resolution (ACN 008 651 232) of Level 4, 233 Macquarie Street, Sydney NSW 2000 or, if no such organisation exists, a similar organisation chosen by the Committee acting reasonably.

**Lot** means a Stratum lot (or part of a Stratum Lot) and a Strata Lot within the Building.

**Lot 1 Stratum Lot for Existing Retail** means Lot 1 in the Plan comprising the existing Marketown retail facilities, and if this lot is subdivided by registration of a Strata Plan, the Strata Scheme created by the subdivision.

**Lot 1 Stratum Lot for Existing Retail Owner** means as the context requires:

- (a) the Owner of Lot 1 Stratum Lot for Existing Retail in the Plan; or
- (b) the Owners Corporation created on registration of a Strata Plan subdividing Lot 1 Stratum Lot for Existing Retail.

**Lot 2 Residential Owner** means as the context requires:

- (a) the Owner of Lot 2 Residential Stratum Lot in the Plan; or
- (b) the Owners Corporation created on registration of a Strata Plan subdividing Lot 2 Residential Stratum Lot.

**Lot 2 Residential Stratum Lot** means Lot 2 in the Plan to be developed over stages comprising residential apartments and associated car parking and common property facilities or if this lot is subdivided by registration of a Strata Plan, the Strata Scheme created by the subdivision.

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

**Meeting** means a meeting of the Committee held according to Part 3 of this management statement. A Meeting includes a meeting held in writing according to clause 6.6.

**Member** means each Owner of a Stratum Lot in the Building and each Owners Corporation (where a Stratum Lot is subdivided by a Strata Plan to create a Strata Scheme).

**Member Benefited** means a person entitled to use a Shared Facility in accordance with clause 43.8.

**Member Entitled to Vote** means, for the purposes of exercising their right to vote at a Meeting or an Emergency Meeting, a Member who has paid the Committee:

- (a) all of their Administrative Fund and Sinking Fund contributions up to date; and
- (b) all other money they owe the Committee under this management statement, which are due and payable before the Meeting or Emergency Meeting commences.

**Member's Standard Percentages** means the percentage for a Member which at any time is the weighted average percentage calculated by reference to all the percentages of either budgeted or actual expenditure applicable to that Member in Schedule 1.

**Membership Form** means a form in or to the effect of the form in Schedule 5.

**Occupation Certificate** means a final certificate within the meaning of section 109C of the Environmental Planning and Assessment Act (1979) NSW issued in relation to a Component of the Building.

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

**Office Bearers** means the Secretary, Treasurer or Chairperson of the Committee or any other office bearer appointment by the Committee in accordance with this management statement.

**Ordinary Resolution** means a motion that does not require either a Unanimous Resolution or Special Resolution which may be passed at a meeting by a simple majority of votes by Members Entitled to Vote.

**Outstanding Levy Certificate** means a certificate provided by the Committee according to clause 32.

**Owner** means the registered proprietor or mortgagee in possession of a Stratum Lot (or part of a Stratum Lot) or a Strata Lot.

**Owners Corporation** means the owners corporation for a Strata Scheme in the Building.

**Party** means a party bound by this management statement as noted on the first page and in Part 2 and **Parties** has a corresponding meaning.

**Permitted Development Use** means any permitted development or use, either with or without consent of the Consent Authority of the Development Site as permitted by the then land use zone from time to time under the Newcastle Environmental Plan in force as at that time of such proposed development.

**Plan** means stratum plan of subdivision of the Development Site creating the Components.

**Proxy Form** means a form in or to the effect of the form in Schedule 6.

**Registered Valuer** has the same meaning as under the *Valuers Act 2003* (NSW).

**Representative** means a natural person appointed by a Member to represent the Member at Meetings and Emergency Meetings. A Member which is an Owners Corporation must appoint its Representative by a Special Resolution according to the Development Act.

**Resolution** means a motion passed at a Meeting or an Emergency Meeting either as a Special Resolution or Unanimous Resolution as required under this management statement.

**Rules** means rules made by the Committee according to clause 4.5 about the management, operation, maintenance and control of the Building and Shared Facilities.

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

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

**Security System** means any security service or control device or item controlling, monitor or regulating access to the Development Site and designated "SF10" in the Shared Facilities Plan and includes, all security guards or service providers contracted by the Committee, lift motor rooms for lifts, lift cars for lifts, all wires, cables, and ducts for the operation of lifts, lighting, electricity costs, boom gates, roller doors, and CCTV Security System and maintenance.

**Selling Activities** means the selling or leasing activities by the Developer and any Party authorised by the Developer of a Lot or in relation to promotion of the Development Site generally including without limitation:

- (a) Signs attached, erected or exhibited in accordance with clause 50.3;
- (b) operating a sales office from any Lot owned or leased by the Developer; and
- (c) fitting out and operating one or more display suites at the Development Site and marketing suites in Lots owner or leased by the Developer.

**Service Contractor** means a person who provides services to the Committee including, without limitation, operational, maintenance, repair and replacement services for Shared Facilities.

**Service Contracts** means a contract, deed or other agreement between the Committee a Service Contractor.

**Services** include water, sewer, drainage, electricity, gas, telephone, pay-tv, communication services, ducting and transmission cabling and the like for two or more Components of the Development Site.

**Shared Facilities** means:

- (a) the items in clause 43.2 and Schedule 1;
- (b) the items shown in the Shared Facilities Plan and the items referred to in clause 49 ;
- (c) Services, facilities, machinery, equipment and other items used by two or more Members;
- (d) costs for items like the Strata Manager, Facilities Manager and premiums for insurances effected by the Committee; and
- (e) other facilities and services nominated by or according to this management statement as Shared Facilities.

**Shared Facilities Plan** means the plan in Schedule 2 which shows the location of the various Shared Facilities.

**Sign** includes any sign, light, advertisement, name, notice, placard, banner or other similar item the purpose of which is to advertise any product, service or activity and includes any sign advertising a Lot for sale or to let.

**Sinking Fund** means the fund that may be established by the Committee according to clause 21.2 to pay for the renewal and replacement of Shared Facilities.

**Special Resolution** means a motion passed at a Meeting or an Emergency Meeting for which 75% or more of votes of Members Entitled to Vote are in favour.

**Stage 1 Building** means the proposed 5 storey building to be constructed as Stage 1 of the Development of part Lot 2 Residential Stratum Lot comprising 50 residential units in which the Residential Component of the Property is to be located.

**Stage 2 Building** means the proposed 7 storey building to be constructed as Stage 2 of the Strata Scheme Development comprising approximately 56- 63 residential units and associated car parking.

**Stage 3 Building** means the proposed 4 storey building to be constructed as Stage 3 of the Strata Scheme Development comprising approximately 48 residential units and associated car parking.

**Standing Approval** means approvals granted by the Committee or an Owners Corporation according to clause 38.1.

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

**Strata Manager** means the strata managing agent appointed by the Committee under clause 11 to manage the Building and to perform functions for the Committee.

**Strata Plan** means a strata plan registered according to the Development Act.

**Strata Scheme** means a strata scheme created according to the Development Act.

**Stratum Lot** means a lot in the Building which has not been subdivided by a Strata Plan under the Development Act.

**Subdivision Plan** means:

- (a) a plan which subdivides a Stratum Lot into two or more Stratum Lots; and
- (b) a plan which subdivides a Stratum Lot (or part of a Stratum Lot) into one or more Strata Schemes.

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

**Tax Invoice** has the same meaning as in the GST Law.

**Treasurer** means the Treasurer of the Committee.

**Unanimous Resolution** means a motion passed at a Meeting which no Member Entitled to Vote casts a vote against.

**Works** means:

- (a) all building and landscaping works that affect the exterior appearance of the Building;
- (b) the installation of signage;

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- (c) all building works that may affect the structural integrity of another Stratum Lot or Strata Lot; and
  - (d) any building works that affect the Shared Facilities.

**You** means a Member, Owner or Occupier.

**1.2 Interpretation**

In this management statement a reference to:

- (a) a thing includes the whole or each part of it;
- (b) the singular includes the plural and vice versa;
- (c) a document includes any variation or replacement of it;
- (d) a day means the period starting at midnight and ending 24 hours later;
- (e) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (f) a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns.

**1.3 Headings**

Headings are for convenience and do not affect the interpretation of this management statement.

**1.4 Rights under this management statement**

The rights, powers and remedies in this management statement are in addition to those provided by law.

**1.5 Severance**

If the whole or any part of a provision of this management statement is void, unenforceable or illegal, then that provision or part provision is severed from this management statement and the remainder of this management statement has full force and effect unless the severance alters the basic nature of this management statement or is contrary to public policy.

**1.6 Conflict with laws and requirements**

If the whole or part of this Part 1 conflicts with any Law or a requirement of a Government Agency, it is of no effect to the extent of the conflict.

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**PART 2- BINDING EFFECT & GENERAL OBLIGATIONS**

**2. PARTIES BOUND & GENERAL OBLIGATIONS**

**2.1 Effect of this management statement**

This management statement has effect as an agreement under seal.

**2.2 How to amend this management statement**

The Committee may amend, modify, add to or repeal all or parts of this management statement only by Unanimous Resolution.

**2.3 Compliance**

Persons who must comply with this management statement are Members, Owners Corporations, Owners and Occupiers of Lots.

**2.4 Obligations for Occupiers**

An Owner must include in any lease or other agreement for the use and occupation of their Lot provisions requiring the Occupiers of the Lot to refrain from breaching this management statement.

**2.5 Obligations for others**

An Owner and Occupier must not do anything to prevent another person from complying with this management statement or allow another person to do anything which that Owner or Occupier cannot do under this management statement.

**2.6 Obligations for visitors**

An Owner and Occupier must:

- (a) take all reasonable actions to ensure that their visitors and invitees refrain from breaching this management statement; and
- (b) make their visitors and invitees leave the Building if they do not refrain from breaching this management statement.

**2.7 By laws for Strata Schemes**

The by-laws for Strata Schemes may contain obligations with which Owners and Occupiers of Strata Lots must comply (in addition to their obligations under this management statement).

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## **PART 3- THE BUILDING MANAGEMENT COMMITTEE**

### **3. ESTABLISHMENT AND COMPOSITION OF THE BUILDING MANAGEMENT COMMITTEE**

#### **3.1 Management of part building strata schemes**

Under the Development Act, a building management committee manages a building containing a part building strata scheme (or schemes).

#### **3.2 Establishing the Building Management Committee for the Building**

The Members must establish the Committee within 3 months after this management statement is registered and always have a Committee.

#### **3.3 Building Management Committee Composition**

Subject to clause 3.4, the Owners of the two Components of the Building are the Members of the Committee. They are as follows:

- (a) Lot 1 Stratum Lot for Existing Retail Owner; and
- (b) Lot 2 Residential Owner.

#### **3.4 Composition Generally**

When one of the Components is subdivided:

- (a) if the Component is a Stratum Lot and it is subdivided into further stratum lots after the registration of this management statement, then the Member of the Committee with respect to that Stratum Lot are the Owners of each new Stratum Lots created by the Subdivision; and
- (b) if the Component is a Stratum Lot and it is subdivided by a Strata Plan after the registration of this management statement, then the Member of the Committee with respect to that Strata Lot is the Owners Corporation constituted by registration of that Strata Plan.

#### **3.5 Appointment of Office Bearers**

The Committee must appoint a Secretary, a Treasurer and a Chairperson as Office Bearers for the Committee. The Committee may appoint any other Office Bearer who the Committee considers necessary.

#### **3.6 Eligibility for election**

An Office Bearer must be a Representative, a Substitute Representative or the Strata Manager.

#### **3.7 Appointment to more than one position**

The Committee may appoint a Representative, Substitute Representative or the Strata Manager to one or more of the offices of Secretary, Treasurer or Chairperson.

#### **3.8 Procedure for appointing Office Bearers**

The Committee must appoint its Office Bearers within 3 months after this management statement is registered.

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### **3.9 Replacement Office Bearers**

The Committee:

- (a) may appoint replacement Office Bearer at any time; and
- (b) must immediately appoint a replacement Office Bearer if an existing Office Bearer vacates their position as an Office Bearer.

### **3.10 Vacating the position of an Office Bearer**

An Office Bearer vacates their position as an Office Bearer if:

- (a) they cease to be a Representative, Substitute Representative or the Strata Manager;
- (b) the Committee dismisses them from their position;
- (c) the Committee appoints a replacement Office Bearer to fill their position; or
- (d) the Office Bearer resigns in writing from their position by serving written notice to the Committee of their resignation and the date from which their resignation will become effective.

## **4. FUNCTIONS AND POWERS OF THE COMMITTEE AND ITS OFFICE BEARERS**

### **4.1 Functions and powers of the Committee**

In addition to its functions and powers elsewhere in this management statement, the functions and powers of the Committee are to:

- (a) comply with its obligations and perform its functions according to the Management Act, the Development Act, this management statement and the Easements;
- (b) make decisions about the matters delegated to the Committee under this management statement;
- (c) convene and hold Meetings and Emergency Meetings;
- (d) determine Administrative Fund contributions and the Sinking Fund contributions (where relevant) to meet the costs for performing the functions and complying, with the obligations of the Committee;
- (e) operate, maintain, renew, replace and control Shared Facilities;
- (f) deal with, change, add to, extend and make decisions about Shared Facilities;
- (g) appoint and contract with Service Contractors for the operation, maintenance, repair and replacement of Shared Facilities;
- (h) if so determined by the Committee, appoint a Strata Manager to assist in the management of the Building and perform secretarial and financial functions;
- (i) if so determined by the Committee, appoint a Facilities Manager to assist in the operation and maintenance of Shared Facilities;
- (j) change or add to or adjust Shared Costs;

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- (k) effect Insurance according to the Management Act and this management statement;
  - (l) monitor the performance by Members, Owners and Occupiers of their obligations under the Management Act, the Development Act and this management statement;
  - (m) monitor the performance of any Strata Manager appointed by the Committee;
  - (n) monitor the performance of any Facilities Manager appointed by the Committee;
  - (o) monitor the performance of Service Contractors engaged by the Committee;
  - (p) administer and monitor compliance with the Architectural Code;
  - (q) accept, process and make decisions about applications according to Parts 8 and 10;
  - (r) register any variation to this management statement; and
  - (s) perform ancillary functions necessary to carry out the functions and perform the obligations of the Committee.

#### **4.2 Committee Decision Making**

The Committee may make decisions only according to this management statement and at a properly convened Meeting or Emergency Meeting and by Special Resolution or Unanimous Resolution.

#### **4.3 Power to contract and make appointments**

Subject to this clause 4, the Committee has the power to:

- (a) enter into and terminate contracts or other arrangements with Service Contractors to assist the Committee perform its functions and comply with its obligations; and
- (b) appoint consultants and experts to advise and assist the Committee in the administration and performance of its functions and the compliance with its obligations.

#### **4.4 Agents**

The Committee may appoint persons (eg. a Member or the Strata Manager) to act as its agent to enter into contracts or other arrangements on its behalf and on behalf of each Member.

#### **4.5 Making Rules**

The Committee may make, amend and repeal Rules to assist in the proper management, operation, maintenance and control of the Building only by Unanimous Resolution. When the Committee makes Rules it must take into account the mixed use nature of the Building and the various Components in the Building.

#### **4.6 Consistency of Rules**

Rules must be consistent with this management statement. If a Rule is inconsistent with this management statement, the management statement prevails to the extent of the inconsistency.

#### **4.7 Effect of Rules**

A Rule made by the Committee applies as though it is set out in full in this management statement.

#### **4.8 Exercising functions by Office Bearers**

An Office Bearer must perform their functions according to this management statement, the Management Act and the Development Act and the directions of the Committee.

#### **4.9 Role of Secretary**

In addition to the functions elsewhere in this management statement, the functions of the Secretary are to:

- (a) convene Meetings and Emergency Meetings;
- (b) prepare and distribute notices, agendas and minutes for Meetings and Emergency Meetings;
- (c) serve notices for the Committee;
- (d) answer communications sent to the Committee;
- (e) perform administrative and secretarial functions for the Committee;
- (f) keep records (other than records which the Treasurer must keep) for the Committee according to this management statement and the Management Act; and
- (g) make the books and records of the Committee available for inspection according to clause 31.

#### **4.10 Role of Treasurer**

In addition to the functions elsewhere in this management statement, the functions of the Treasurer are to:

- (a) prepare Budgets for the Administrative Fund and Sinking Fund (where relevant);
- (b) prepare Outstanding Levy Certificates;
- (c) prepare (or arrange for the preparation of) financial statements;
- (d) prepare (or arrange for the preparation of) audit reports;
- (e) send notices of Administrative Fund and Sinking Fund contributions to Members;
- (f) collect contributions from Members;
- (g) receive, acknowledge, bank and account for contributions and other money paid to the Committee;
- (h) pay accounts; and
- (i) keep accounting records for the Committee.

#### **4.11 Role of Chairperson**

The function of the Chairperson is to preside at each Meeting and Emergency Meeting at which the Chairperson is present. If the Chairperson does not attend a Meeting or an Emergency

Meeting, the persons present at the Meeting may appoint another Representative, Substitute Representative or the Strata Manager to preside at that Meeting only.

## **5. COMMITTEE MEETING PROCEDURES**

### **5.1 Types of Meetings**

There are 2 types of Meetings of the Committee, Meetings and Emergency Meetings.

### **5.2 Meetings**

The Committee may deal with matters which require a Special Resolution or Unanimous Resolution at a Meeting. The Committee must convene a Meeting at least every 6 months (starting from the date which is 6 months after the first meeting of the Committee) or earlier if:

- (a) the Committee resolves to hold the Meeting pursuant to clause 5.4(a);
- (b) the Strata Manager resolves to convene the Meeting (if the Committee has delegated that function to the Strata Manager);
- (c) at least 2 Members (who must both be Member Entitled to Vote) make a written request to the Committee to convene a Meeting;
- (d) it is necessary to appoint a replacement Office Bearer; or
- (e) the Committee is otherwise required to do so under this management statement or by Law.

### **5.3 Emergency Meetings**

The Committee may deal only with matters which require a Special Resolution at an Emergency Meeting. The Committee may convene an Emergency Meeting:

- (a) if there is an emergency or other urgent matter which must be determined by the Committee; and
- (b) if, in the reasonable opinion of the person convening the Emergency Meeting, the circumstances of the emergency are such that it is impractical to wait the required notice period for a Meeting.

### **5.4 Who convenes Meetings?**

A Meeting or an Emergency Meeting may be convened by:

- (a) the Secretary or another Office Bearer if the Secretary is absent or unable to convene the Meeting; or
- (b) the Strata Manager (if the Committee has delegated that function to the Strata Manager).

### **5.5 Notices and agendas for Meetings**

Subject to this clause 5, a convener of a Meeting or an Emergency Meeting must give each Member a notice of the Meeting which includes:

- (a) the time, date and venue of the Meeting or Emergency Meeting; and
- (b) an agenda for the Meeting or Emergency Meeting.

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**5.11 Giving notice of an Emergency Meeting**

A convener of an Emergency Meeting may:

- (a) give each Member notice of the Emergency Meeting by the best method reasonably determined by the convener in the circumstances (eg. by telephone); and
- (b) give the amount of notice of the Emergency Meeting reasonably determined by the convener in the circumstances.

**5.12 Notices for Emergency Meetings**

A convener of an Emergency Meeting must serve notice of the Emergency Meeting by:

- (a) delivering it personally to the Member;
- (b) contacting the Representative of the Member by telephone and reading them the notice for the Emergency Meeting; or
- (c) a combination of the above methods.

**5.13 Procedures for holding a Meeting or Emergency Meeting**

Subject to this management statement, the Committee may meet to conduct its business, adjourn and otherwise regulate Meetings and Emergency Meetings as it thinks fit.

**6. QUORUM AND VOTING AT COMMITTEE MEETINGS**

**6.1 Quorum for a Meeting**

A quorum must be present at a Meeting or Emergency Meeting before the Committee may vote on any motions. A quorum for a Meeting or an Emergency Meeting is the Representative or Substitute Representative of all Members Entitled to Vote at such meeting.

**6.2 Failure to obtain a quorum**

If a quorum is not present within 30 minutes after a Meeting or Emergency Meeting is due to commence, the Committee must adjourn the Meeting or Emergency Meeting to a time and place determined by the Chairperson at the Meeting or Emergency Meeting.

**6.3 Notice of adjourned Meetings**

If a Meeting or Emergency Meeting is adjourned, the person who convened the Meeting or Emergency Meeting must give notice of the adjournment to each Member at least 5 Business Days before the adjourned Meeting or Emergency Meeting is due to be held.

**6.4 Quorums at adjourned Meetings**

The quorum for an adjourned meeting pursuant to clause 6.2 is the Representatives or Substitute Representatives of no less than two Members Entitled to Vote at the adjourned meeting.

**6.5 Attendance at a Meeting**

An Owner or Occupier may attend a Meeting. However, such Owner or Occupier may address the Meeting only with the consent of the Committee.

**6.6 Special provisions for Meetings held in writing**

The Committee may hold a Meeting in writing and Representatives and Substitute Representatives may vote in writing if:

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**5.6 Agenda for a Meeting**

The agenda for a Meeting must:

- (a) include the terms of motions for Special Resolutions and Unanimous Resolutions which the Committee will deal with at the Meeting. The Committee cannot vote on matters that are not on the agenda for the Meeting;
- (b) clearly identify which motions require Special Resolutions or Unanimous Resolutions;
- (c) include motions which Members or Owners have requested the Committee in writing to include on the agenda for the next Meeting;
- (d) be accompanied by copy of the minutes of the last Meeting and Emergency Meeting; and
- (e) include a motion to adopt the minutes of the last Meeting.

**5.7 Agenda for an Emergency Meeting**

The agenda for an Emergency Meeting must:

- (a) include details of the emergency and the actions proposed to be taken at the time of the notice to deal with the emergency; and
- (b) include the terms of the motions for Resolutions to take the actions proposed to deal with the emergency.

**5.8 Information to be included in the notice of a Meeting to consider levy contributions**

A convener of a Meeting to determine Administrative Fund contributions or Sinking Fund contributions, must include the following in the notice of the Meeting:

- (a) the Budget prepared by the Committee according to clause 21.7;
- (b) the current audit report prepared by the Committee according to clause 23; and
- (c) the current audited financial statement prepared by the Committee according to clause 23.

**5.9 How much notice is required for a Meeting?**

A convener of a Meeting must give each Member at least 10 Business Days notice of the Meeting.

**5.10 How to serve notice of a Meeting**

A convener of a Meeting must serve notice of the Meeting on each Member by:

- (a) delivering it personally to the Member;
- (b) sending it to the Current Address of the Member;
- (c) sending it to the Current Fax Number of the Member;
- (d) sending it by the appropriate electronic means; or
- (e) a combination of the above methods.

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- (a) the person who convenes the Meeting serves notice of the Meeting according to this management statement;
  - (b) the person who convenes the Meeting provides each Member with a voting paper with the notice for the Meeting; and
  - (c) the required Members or number of Members approve the motions in the agenda, complete their voting paper and return it to the person who convened the Meeting before the Meeting is due to commence.

**6.7 How to cast a vote at an Emergency Meeting**

A Member may cast a vote at an Emergency Meeting:

- (a) by telephone;
- (b) personally to the person who convened the Emergency Meeting; or
- (c) by post or fax to the Current Address or Current Fax Number of the person who convened the Emergency Meeting.

**6.8 Voting rights of Members**

Subject to clauses 6.9 to 6.12 (inclusive):

- (a) Members are entitled to vote at Meetings and Emergency Meetings only if they are a Member Entitled to Vote;
- (b) a Member's Representative or Substitute Representative may cast a vote personally or by proxy; and
- (c) decisions by the Committee may only be made at a properly convened meeting of the Committee and unless otherwise stated in this management statement, must be decided by a Special Resolution

**6.9 How many votes does each Member have?**

The Members have the following number of votes:

- (a) Lot 2 Residential Owner- four (4) votes; and
- (b) Lot 1 Stratum Lot for Existing Retail Owner – six (6) votes.

**6.10 Voting arrangement when a Subdivision occurs**

If after registration of this management statement a Stratum Lot is subdivided into further Stratum Lots, then:

- (a) the provisions of clause 3.4 apply as regards to membership of the Committee; and
- (b) regardless of anything to the contrary in this management statement, the new Members of the Committee created by subdivision have the same number of votes between them on motions before the Committee as the original Stratum Lot owner prior to the subdivision (in other words, the subdivision of a Stratum Lot into further Stratum Lots does not create further voting rights in favour of that subdivided Stratum Lot).

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**6.11 Instructions by a Member**

A Representative or Substitute Representative (or proxy) for a Member Entitled to Vote must vote at a Meeting or an Emergency Meeting according to any instructions by the Member which appointed them (or by the executive committee of that Member).

**6.12 Restrictions on voting**

The following restrictions apply to voting at Meetings and Emergency Meetings:

- (a) the Member is a Member Entitled to Vote;
- (b) the Chairperson does not have a casting vote;
- (c) the Strata Manager does not have a vote unless they are a Representative or a Substitute Representative (or a proxy);
- (d) the Facilities Manager does not have a vote unless they are a Representative or a Substitute Representative (or a proxy); and
- (e) a Member may only vote on a motion regarding a Shared Facility if:
  - (i) the Member contributes towards the cost at the Shared Facility according to Schedule 1; or
  - (ii) the motion, if passed, has the effect that the Member is required to contribute towards the cost of the Shared Facility.

**6.13 Appointing a proxy**

A proxy may be appointed by:

- (a) a Member; or
- (b) a Representative or Substitute Representative (if the Member which appointed such Representative or Substitute Representative has authorised such appointment according to clause 15.7).

**6.14 Who may be a proxy?**

A proxy must be a natural person.

**6.15 How to appoint a proxy?**

A proxy may be appointed at any time provided that:

- (a) the appointment is made using the prescribed Proxy Form (see Schedule 6);
- (b) the appointor and the proxy sign the Proxy Form; and
- (c) the signed Proxy Form is delivered to the Committee prior to the commencement of the first Meeting or Emergency Meeting at which the proxy may vote.

**6.16 Instructions about voting**

An appointor of a proxy may include in the Proxy Form instructions on how they require their appointed proxy to vote. A vote by a proxy in contravention of such instructions is invalid.

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**6.17 Restrictions on voting**

A proxy cannot vote at a Meeting or an Emergency Meeting if the appointor of the proxy casts a vote.

**7. RESOLUTIONS AT MEETINGS AND EMERGENCY MEETINGS & MINUTES**

**7.1 What is a Resolution?**

Special Resolutions relate to a number of administrative and other matters which do not affect Shared Facilities.

**7.2 Who may Vote on a Matter requiring Resolution?**

A Member is entitled to vote on a Resolution if that Member is a Member Entitled to Vote.

**7.3 When is a Special Resolution passed?**

A Special Resolution is passed if 75% or more of the votes of Members Entitled to Vote are for the motion.

**7.4 Matters decided by Special Resolution**

The matters which the Committee may determine by Special Resolution are:

- (a) appointing or terminating the appointment of the Strata Manager (subject to the written agreement between the Committee and the Strata Manager);
- (b) appointing or terminating the appointment of a Facilities Manager subject to the written agreement between the Committee and the Facilities Manager);
- (c) appointing or terminating the appointment of a Service Contractor (or the agent of the Committee);
- (d) effecting insurances;
- (e) establishing the Administrative Fund and determining contributions for that fund;
- (f) establishing the Sinking Fund (where relevant) and determining contributions for that fund; and
- (g) resolving any other matters which do not require either an Ordinary Resolution or Unanimous Resolution.

**7.5 Who may vote on a Unanimous Resolution?**

A Member is entitled to vote on a Unanimous Resolution if they are a Member Entitled to Vote.

**7.6 When Is a Unanimous Resolution passed?**

A motion which requires a Unanimous Resolution is passed if no Member Entitled to Vote on the motion votes against the motion.

**7.7 Matters which must be decided by Unanimous Resolution**

The matters which the Committee may determine only by Unanimous Resolution are:

- (a) distribution of the surplus Administrative Fund or Sinking Fund contributions according to Members according to clause 27;

- 
- (b) subject to the rights of the Developer in this management statement:
- (i) amending, adding to or repealing all or part of this management statement according to clause 2.2;
  - (ii) apportioning costs for Shared Facilities according to clause 43.10;
  - (iii) amending, modifying, changing, adding to, extending or removing a Shared Facility according to clause 44; and
  - (iv) amending, adding to or repealing a clause the division of costs for Shared Facilities according to clause 45, and
- (c) making, amending or repealing the definition of "Unanimous Resolution" in clause 1.1;
- (d) making, amending or repealing the Rules or any part thereof according to clause 4.5;
- (e) making, amending or repealing this clause 7.7;
- (f) amending, adding to or repealing the Architectural Code according to clause 14.3;
- (g) amending, repeal or replacement of clause 40.1(c);
- (h) amending, repeal or replacement of clause 49.10;
- (i) supplying Services according to clause 51;
- (j) any other matter which according to this management statement may only be decided by Unanimous Resolution; and
- (k) any other matter the Committee determines by Unanimous Resolution should only be decided by Unanimous Resolution.

**7.8 Minutes of Meetings**

Minutes of the Meeting must be distributed to each Member within 10 Business Days after the Meeting by the convener of the Meeting.

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**PART 4- ADDITIONAL POWERS & OBLIGATIONS OF THE COMMITTEE**

**8. POWER OF THE COMMITTEE TO GO ACCESS TO SHARED FACILITIES, LOTS AND COMMON PROPERTY**

**8.1 General requirement**

When the Committee exercises its rights to access parts of the Building, it must not interfere unreasonably with a Member's, Owner's or Occupier's lawful use of that area.

**8.2 What are the powers of the Committee?**

Subject to this clause 8, the Committee has the power to gain access to Common Property or a Lot in order to:

- (a) operate, inspect, test, treat, use, maintain, repair or replace Shared Facilities (eg. the integrated fire system for the Building or Fire Control Systems); and
- (b) exercise its rights and comply with its obligations under this management statement.

**8.3 Access requirements**

To enable the Committee to exercise its powers under this clause 8 and subject to clause 8.4, a Member, Owner and Occupier must:

- (a) give the Committee access to the relevant Common Property; and
- (b) give the Committee access to each Lot,

by the most direct route or by the route nominated by the Committee (acting reasonably).

**8.4 Notice requirements**

The Committee must give You reasonable notice before it requires access to your part of the Building. However, in an emergency the Committee is not required to give You notice if it is not practicable to do so.

**8.5 Paying costs**

The Committee must pay the costs it incurs when it gains access to parts of the Building under this clause 8.

**8.6 Rectifying damage**

When it exercises its rights or complies with its obligations under this clause 8, the Committee must promptly rectify any damage it causes to the Building or compensate any Member for damage it causes to their part of the Building and leave the affected areas of the Building clean and tidy.

**8.7 Interpreting this clause**

In this clause 8, references to the Committee include persons authorised by the Committee and Service Contractors appointed by the Committee.

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**9. RIGHTS OF THE COMMITTEE TO DO WORK IN AN EMERGENCY**

**9.1 What power does the Committee have?**

In an emergency, the Committee may do anything in the Building which You should have done under this management statement but which, in the opinion of the Committee acting reasonably, You have not done or have not done properly. If practicable, the Committee must give You notice before it exercises its rights under this clause 9.

**9.2 Entering parts of the Building**

To exercise its rights under this clause 9, the Committee may enter the affected part of the Building and stay there for a long as necessary and do what is required to remedy the emergency.

**9.3 Costs**

If the Committee carries out work under this clause 9, You must pay its reasonable costs for carrying out the work You should have carried out under this management statement. The Committee must give You the information You reasonably require about the costs it has incurred.

**9.4 No Interference**

When the Committee exercises its right under this clause 9, it must not interfere unreasonably with your lawful use of the Building.

**9.5 Liability for Damages**

The Committee is not liable for damage arising out of exercising rights under this clause 9 (except for damage it causes maliciously or negligently).

**9.6 Interpreting this Clause**

In this clause 9, references to the Committee include persons authorised by the Committee and Service Contractors appointment by the Committee.

**10. POWER OF THE COMMITTEE TO ACT ON BEHALF OF THE MEMBERS**

**10.1 Acting as agent**

Each Member agrees that the Committee (or a person appointed by the Committee) may act as agent for all the Members and take legal proceedings about:

- (a) the failure of a Member to pay Administrative Fund or Sinking Fund contributions; and
- (b) the failure of a Member to comply with its obligations under this management statement and Owner or Occupier.

**10.2 Appointment as agent and attorney**

Each Member appoints the Committee as its agent and attorney to enable the Committee or a person appointed by the Committee to take any action authorised by Special Resolution or Unanimous Resolution.

**10.3 Legal proceedings by a Member**

This clause 10 does not prevent a Member from taking legal proceedings in its own name.

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## **PART 5- STRATA MANAGER AND FACILITIES MANAGER**

### **11. COMMITTEE POWER TO APPOINT A STRATA MANAGER**

#### **11.1 Appointing a Strata Manager**

The Committee has the power to appoint and enter into agreements with a Strata Manager to assist the Committee perform its functions and, in particular, perform secretarial and financial functions.

#### **11.2 Qualifications of the Strata Manager**

The Strata Manager must have the licences required by Law to be a strata managing agent.

#### **11.3 Delegation of functions**

Subject to this clause 11, the Committee may delegate to the Strata Manager some of the functions of the Committee and the Office Bearers.

#### **11.4 What functions may not be delegated?**

The Committee must not delegate these functions to the Strata Manager:

- (a) the function to delegate functions of the Committee or the Office Bearers;
- (b) functions which the Committee may exercise only by Unanimous Resolution;
- (c) the function to determine Administrative Fund and Sinking Fund contributions; or
- (d) functions which the Committee decides by Unanimous Resolution may be performed only by the Committee.

#### **11.5 Form of agreement**

An agreement between the Committee and the Strata Manager must:

- (a) be in writing and be signed by each Member (or a person appointed by the Committee under clause 4.4) and the Strata Manager;
- (b) reserve the power for the Committee and the Office Bearers to continue to exercise the functions which the Committee has delegated to the Strata Manager;
- (c) allow the Strata Manager to terminate the agreement if the Strata Manager is not appointed by the Owners Corporations, if any, as their strata managing agent; and
- (d) contain provisions about the rights of the Committee and the Strata Manager to terminate the agreement early if a party does not perform their obligations under the agreement.

#### **11.6 Term of the appointment**

The term of the initial agreement under this clause 11, must not exceed 2 years (or such lesser term as may be prescribed by law). The term of a new agreement may be for the period determined by the Committee (acting reasonably).

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### 11.7 Remuneration

The remuneration of the Strata Manager for the initial agreement (and for any new agreements) may be the amount determined by the Committee (acting reasonably).

### 11.8 Duties

The duties of the Strata Manager under the agreement may include performing the functions of the Office Bearers and doing anything else that the Committee agrees is necessary for the operation and management of the Building.

## 12. APPOINTING A FACILITIES MANAGER

### 12.1 Purpose of the agreement

The Committee has the power to appoint and enter into agreements with a Facilities Manager which has experience in managing retail properties to provide operational and management services for the Building and, in particular Shared Facilities.

### 12.2 Services to Committee and Members

The Facilities Manager may provide:

- (a) services to the Committee which Members must pay for according to Schedule 1; and
- (b) services for individual Members (at the request of the Member) which must be paid for or reimbursed to the Facilities Manager by those Members.

### 12.3 Form of agreement

Subject to the law, an agreement between the Committee and the Facilities Manager must:

- (a) be in writing and be signed by each Member (or a person appointed by the Committee under clause 4.4) and the Facilities Manager;
- (b) allow the Facilities Manager to terminate the agreement if the Facilities Manager is not appointed by one or more Owners Corporations as their building manager; and
- (c) contain provisions about the rights of the Committee and the Facilities Manager to terminate the agreement early if a party does not perform their obligations under the agreement.

### 12.4 Term of the appointment

The term of the initial agreement under this clause 12 must not exceed 2 years (or such lesser maximum term as may be prescribed by law). The term of a new agreement may be for the period determined by the Committee (acting reasonably) but, in any event, should not exceed the maximum period permitted by law.

### 12.5 Remuneration

The remuneration of the Facilities Manager may be the amount determined by the Committee (acting reasonably).

### 12.6 Duties

The duties of the Facilities Manager under an agreement may include:

- (a) managing the operation, maintenance, repair and replacement of Shared Facilities;

SP93358

*Strata Management Statement*

Sheet 38 of 128

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- (b) supervising contracts entered into by the Committee or by the Facilities Manager on behalf of the Committee and, in particular, contracts for garbage and waste removal, security and fire services; and
  - (c) doing anything else which the Committee considers is necessary for the operation and management of Shared Facilities and the Building.

**12.7 Member Services**

Under an agreement, the Facilities Manager may provide services to Members, Owners and Occupiers on the terms, and for the cost, agreed between the parties.

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**PART 6- RIGHTS AND OBLIGATIONS OF MEMBERS, OWNERS AND OCCUPIERS**

**13. WHAT ARE THE RIGHTS AND OBLIGATIONS OF MEMBERS?**

**13.1 General obligations**

In addition to your obligations elsewhere in this management statement, a Member must:

- (a) promptly comply with the Member's obligations under this management statement, the Management Act and the Development Act;
- (b) ensure, as far as is reasonable, that the Building is efficiently managed to a standard appropriate to its permitted uses;
- (c) promptly pay the Member's Administrative Fund contributions and any Sinking Fund contributions and other amounts it owes the Committee under this management statement;
- (d) effect and maintain the insurances required by the Management Act and this management statement;
- (e) ensure the Committee is properly constituted;
- (f) comply with decisions of the Committee;
- (g) comply with Easements and not do anything to interfere with a grantee or grantor exercising their rights under an Easement (or the Committee exercising those rights according to this management statement);
- (h) comply with the Architectural Code; and
- (i) comply with Rules.

**13.2 Voting rights**

A Member has the right to vote at Meetings and Emergency Meetings according to Part 3.

**13.3 Shared Facilities**

A Member, Owner and Occupier must not interfere with Shared Facilities other than according to this management statement.

**13.4 Maintenance requirements**

Except for Shared Facilities and subject to this management statement:

- (a) a Member who is not an Owners Corporation must at its own cost on and from the date of the Occupation Certificate for the Member's Lot:
  - (i) maintain and keep in good repair the part of the Building which is owned by the Member;
  - (ii) maintain and keep in good repair the facade and other external finishes, fixtures or fittings in the part of the Building which the Member owns; and

- 
- (iii) maintain, inspect and operate plant and equipment owned or used exclusively by such Member to a standard recommended by the applicable Australian Standard, or if there is no applicable Australian Standard, to a reasonable standard; and
- (b) a Member who is an Owners Corporation:
- (i) must carry out its obligations under section 62 of the Management Act;
  - (ii) must not make a determination under section 62(3) of the Management Act without the consent of the Committee; and
  - (iii) if an Owners Corporation breaches clause 13.4(b)(i), the Owners Corporation must still maintain, renew, replace or repair the particular items which is the subject of the determination.

### 13.5 Nature of obligations

You must act in good faith in your dealings with Members, Owners and Occupiers under this management statement and the Easements.

### 13.6 Damage

If You are a Member, You are liable for damage or loss You cause to each other Member, an Owner or an Occupier if You do or fail to do something under this management statement. However, your liability does not include damage or loss caused or contributed to by the Member, Owner or Occupier suffering the damage or loss. In this clause 13.6, a reference to a Member includes the Representative, Substitute Representative, contractors, employees and agents of the Member.

### 13.7 Upgrading and redevelopment

The Members acknowledge that, throughout the life of the Building, upgrading and redevelopment works may take place. The Members agree to act reasonably and not unreasonably withhold their consent if a proposal is made to upgrade or redevelop parts of the Building or any part or parts of it.

### 13.8 Structural adequacy

Members, Owners and Occupiers:

- (a) must maintain the structural adequacy of their part of the Building (unless the Committee is required to do so); and
- (b) must not do anything to affect the structural adequacy of the Building (or any part of it).

## 14. ARCHITECTURAL CODE

### 14.1 Compliance

The Architectural Code controls the external appearance of the Buildings in order to preserve the design integrity of the Development Site. Each Member and Occupier must comply with the Architectural Code.

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**14.2 Approval**

The Architectural Code must be complied with when carrying out any Works. The approval process for carrying out Works is set out in clause 37.

**14.3 Amendment of Architectural Code**

The Architectural Code and any part thereof may only be amended, added to or repealed by Unanimous Resolution of the Committee.

**14.4 Architectural Code and Developer**

During the Construction Period, the Developer does not need consent to carry out the development of the Components.

**15. APPOINTING A REPRESENTATIVE AND A SUBSTITUTE REPRESENTATIVE**

**15.1 Appointment of Representatives**

A Member must appoint a Representative to represent and vote for them at Meetings and Emergency Meetings.

**15.2 Appointment of Substitute Representatives**

A Member may appoint a Substitute Representative to represent that Member at Meetings and Emergency Meetings if their Representative cannot attend.

**15.3 Eligibility for appointment**

Representatives and Substitute Representatives must be natural persons.

**15.4 Appointing a new Representative or Substitute Representative**

A Member may appoint a new Representative or Substitute Representative at any time.

**15.5 Appointment Form**

A member must complete and serve on the Committee and Appointment Form if:

- (a) the Member appoints a Representative or a new Representative;
- (b) the Member appoints a Substitute Representative or a new Substitute Representative; or
- (c) the contact details for the Member's Representative or Substitute Representative change.

**15.6 When does an appointment become effective?**

A Member's appointment of a Representative or Substitute Representative (or a new Representative or Substitute Representative) takes effect when the Committee receives a duly completed Appointment Form from You.

**15.7 Proxies**

A Member may authorise its Representative or Substitute Representative to appoint a proxy to represent and vote for the Member at Meetings and Emergency Meetings. In the Appointment Form, the Member must advise the Committee whether its Representative or Substitute Representative may appoint a proxy.

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**15.8 Acts by Representatives and Substitute Representatives**

Anything done for a Member by its Representative or Substitute Representative has the same effect as if the Member did it themselves.

**16. WHAT ARE THE OBLIGATIONS OF OWNERS AND OCCUPIERS?**

**16.1 Owner and Occupiers**

In addition to your obligations elsewhere in this management statement, Owners and Occupiers must:

- (a) promptly comply with your obligations under this management statement, the Management Act and the Development Act;
- (b) comply with decisions of the Committee;
- (c) comply with the Architectural Code;
- (d) comply with Easements; and
- (e) comply with Rules.

**17. ADDITIONAL OBLIGATIONS FOR THE OWNERS CORPORATION**

**17.1 Notices of Meetings**

Each Member which is an Owners Corporation must give other Members notices of its general meetings and meetings of its executive committee as if business of the meeting involves this management statement or the other Members. The Member must give the notice at least 72 hours before the meeting is scheduled to commence.

**17.2 Attendance at Meetings**

Each Member which is an Owners Corporation must allow the Representatives or Substitute Representatives of each other Member to:

- (a) attend its general meetings and meetings of its executive committee if the business of the meeting involves this management statement or the other Members; and
- (b) address general meeting and meeting of its executive committee in regard to matters affecting this management statement or other Members.

**17.3 By-laws**

A Member which is an Owners Corporation must not make by-laws that are inconsistent with this management statement. If there is an inconsistency between the by-laws and this management statement, the Owners Corporation must amend the inconsistent by-law to make it consistent with this management statement.

**17.4 Appointing Representatives and Substitute Representatives**

An Owners Corporation must appoint a Representatives or Substitute Representatives only in accordance with the requirements of the Development Act.

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## 18. RIGHTS OF ACCESS

### 18.1 General requirement

When a Member, Owner and Occupier exercise their rights to access parts of the Building, they must not interfere unreasonably with your lawful use of that area.

### 18.2 Access In an emergency

In an emergency You must give Members, Owners and Occupiers access to fire stairs, passages and all other egress routes in your part of the Building necessary to exit the Building.

### 18.3 Access to Shared Facilities by the Committee

Subject to any Easements and Parts 6 and 11, You must give the Committee and other Members, Owners and Occupiers access to operate, test use, maintain, repair and replace Shared Facilities located in your part of the Building by the most direct route nominated by the Committee (acting reasonably).

### 18.4 Notice requirements

Except in an emergency and subject to this management statement, the Committee, Members, Owners and Occupiers must give You reasonable notice before they require access to your part of the Building.

### 18.5 When is access available?

Except in an emergency and subject to this management statement, the Committee, Members, Owners and Occupiers may gain access under this clause to your part of the Building only during the hours determined by this management statement or reasonably agreed to by you.

### 18.6 Paying costs

Subject to this management statement, the Committee or a Member must pay all of their costs associated with them gaining access to parts of the Building under this clause.

### 18.7 Rectifying damage

You must promptly rectify any damage You cause and leave the affected area of the Building clean and tidy when You exercise your rights and comply with your obligations under this clause.

## 19. OBLIGATIONS FOR INSURANCE

### 19.1 Public liability insurance

Each Member must have a current public liability insurance policy in place at all times.

### 19.2 Machinery breakdown and contents

A Member must for its building policy insure:

- (a) machinery breakdown insurance for plant and equipment in your part of the Building that is not a Shared Facility and is not covered under warranty; and
- (b) for an Owners Corporation, contents insurance for its Common Property.

**19.3 Actions that may increase premiums**

You must have consent from the Committee to do anything which might void or prejudice insurances effected by the Committee, or increase an insurance premium payable or paid by the Committee.

**19.4 Paying for additional premiums**

If You do anything to increase an insurance premium paid by the Committee, You must pay the Committee the amount by which the premium is increased. If You are a Member, the Committee may add the amount to your Administrative Fund contribution.

**19.5 Proceeds of building insurance claims**

A Member must:

- (a) apply any payments You receive under a building policy effected by the Committee under clause 20.7 to rebuild or reinstate the damaged areas of your part of the Building; and
- (b) rebuild or reinstate the Member's part of the Building within a reasonable time.

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## **PART 7- FINANCIAL MANAGEMENT: INSURANCE, FUNDS AND LEVIES**

### **20. INSURANCE REQUIREMENTS**

#### **20.1 Statutory insurance**

The Committee must effect building insurance for the Building in accordance with the Management Act.

#### **20.2 Required insurances**

In addition to its statutory obligation to effect building insurance, the Committee must also:

- (a) effect machinery breakdown insurance for Shared Facilities plant and equipment which is not covered under warranty;
- (b) effect public liability insurance for Shared Facilities for a cover of not less than the amount prescribed by section 87 of the Management Act for a public liability policy effected by an Owners Corporation;
- (c) effect workers compensation insurance if required by law; and
- (d) effect enough insurance cover to pay for increased costs during the period of insurance.

#### **20.3 Optional insurances**

The Committee may effect other types of insurance including office bearers liability insurance for its Office Bearers.

#### **20.4 Valuations**

The Committee must have the Building (and separately each Component) valued for insurance purposes at least once every five years. The valuation must be done by a Registered Valuer.

#### **20.5 When to carry out the first valuation**

The Committee must have the first valuation carried out within 2 year after this management statement is registered.

#### **20.6 Amount of building insurance**

The Building must be insured for the sum determined by the Registered Valuer.

#### **20.7 Proceeds of building insurance claims**

The Committee must:

- (a) apply any payments it receives under the building policy for the Building to rebuild or reinstate the damaged parts of the Building; and
- (b) rebuild or reinstate the damaged parts of the Building within a reasonable time.

See clause 19.5 regarding the obligations of Members if they receive a payment under the building policy for the Building.

#### **20.8 Regular review of insurances**

Each year the Committee must:

- 
- (a) review its current insurance policies;
  - (b) decide whether it needs new policies and, if so, effect those policies; and
  - (c) decide whether it needs to adjust current policies and, if so, adjust those policies.

The Secretary must include a motion on the agenda for a Meeting to determine the matters in this clause 20.8.

#### **20.9 Insuring for new risks**

The Committee must immediately effect new insurance or adjust existing insurances if there is an increase in risk or a new risk to the Committee or the Building.

#### **20.10 Insurance records**

The Committee must:

- (a) keep with its books and records all duplicate or certified copies of insurance policies, renewal certificates and endorsement slips for insurances it effects under this clause 20; and
- (b) provide a certificate of currency to each Member after it renews an existing policy, alters an existing, policy or effects a new policy.

### **21. WHAT FUNDS MUST THE COMMITTEE ESTABLISH?**

#### **21.1 Administrative fund**

The Committee must establish an Administrative Fund within 3 month after this management statement is registered. The Committee must use the Administrative Fund to pay the day to day expenses of operating and maintaining Shared Facilities, insurance costs, administrative costs and other costs which are not Sinking Fund casts.

#### **21.2 Sinking fund**

The Committee may establish a Sinking Fund (where relevant) within 3 months after this management statement is registered. The Committee must use the Sinking Fund to pay for the renewal and replacement of Shared Facilities.

#### **21.3 What money is paid into the Administrative Fund?**

The Committee must pay into the Administrative Fund:

- (a) Administrative Fund contributions;
- (b) payments the Committee receives for inspections of its books and records;
- (c) payments the Committee receives for providing Outstanding Levy Certificates;
- (d) amounts paid to the Committee by way of discharge of claims for insurance affected by the Committee; and
- (e) payments the Committee receives under Easements.

#### **21.4 What money is paid into the Sinking Fund?**

Where a Sinking Fund is established, the Committee must pay into the Sinking Fund:

- 
- (a) Sinking Fund contributions; and
  - (b) other money received by the Committee which it does not have to pay into its Administrative Fund according to clause 21.3.

**21.5 First Financial Year**

The first Financial Year of the Committee commences on the date that levy contributions are first determined and struck by the Committee and ends on the date resolved by the Committee (which must not be more than 18 months after the date of registration of this management statement).

**21.6 Subsequent Financial Years**

Subsequent Financial Years commence at the expiration of the previous Financial Year and ends on the date resolved by the Committee (which must not be more than 18 months after the expiration of the last Financial Year).

**21.7 Budget Preparation**

The Committee must prepare a Budget for each Financial Year in respect of the Administrative Fund and, if established by the Committee, the Sinking Fund.

**21.8 What information must be included in a Budget?**

A Budget must contain itemised details of:

- (a) how much money the Committee will need during the Financial Year for the Administrative Fund and any Sinking Fund;
- (b) income the Committee estimates it will receive in the Financial Year for the Administrative Fund and any Sinking Fund (including any costs paid to the Committee under Easements);
- (c) each item for which a Member is responsible to contribute;
- (d) the proportion which each Member must contribute to each item for the Financial Year (being either the Member's Standard Percentage or the percentage specifically determined by the Committee, acting reasonably, as the case may be); and
- (e) the amount of the proportion which each Member must contribute to each item for the Financial Year.

**21.9 How much to budget?**

The Committee must budget sufficient funds to comply with its obligations under this management statement, the Management Act, the Development Act and the Easements.

**22. DETERMINING CONTRIBUTIONS**

**22.1 Levying Members**

The Committee must levy Members the contributions it will need for its Administrative Fund and the Sinking Fund (where established) for each Financial Year. The Committee may decide to levy contributions for a shorter or longer period provided that it prepares a Budget for that period according to clauses 21.8 and 21.9.

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**22.2 What proportion of costs payable**

Each Member must pay the proportion of Administrative Fund and Sinking Fund contributions as set out in Schedule 1.

**22.3 Procedures for determining contributions**

When the Committee determines Administrative Fund and Sinking Fund contributions, it must determine:

- (a) whether each Member must pay the contributions in a lump sum or by instalments; and
- (b) the dates on which each Member must pay the contributions (eg. monthly or quarterly).

**22.4 Determining the amount of contributions**

Subject to clause 22.6, the Committee may determine contributions by Special Resolution. The amount of contributions:

- (a) for the Administrative Fund, must be the amount determined by the Committee in the budget for the Administrative Fund; and
- (b) for the Sinking Fund, must be the amount determined by the Committee in the budget for the Sinking Fund.

**22.5 Insufficient funds**

Subject to clause 22.6, the Committee must determine:

- (a) additional contributions to the Administrative Fund required by each Member if it cannot (or will not be able to) pay its Administrative Fund debts during the Financial Year; and
- (b) additional contributions to the Sinking Fund required by each Member if it cannot (or will not be able to) pay its Sinking Fund debts during the Financial Year.

**22.6 Budget where there are insufficient funds**

Subject to clause 22.6, before the Committee determines an additional contribution it must prepare and adopt a Budget for the period covered by the additional contribution. The Committee may approve the Budget by Special Resolution.

**22.7 Determining contributions at an Emergency Meeting**

If the Committee proposes to raise an Administrative Fund or Sinking Fund contribution at an Emergency Meeting the Committee may dispense with the need to prepare a Budget for the contribution. The Committee may determine and levy the contribution by Special Resolution.

**23. PREPARING FINANCIAL STATEMENTS**

**23.1 Obligations of the Committee**

At the end of each Financial Year the Committee must:

- (a) have its accounts audited by a qualified auditor; and
- (b) prepare a financial statement for each of its accounts.

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**23.2 When to prepare financial statements**

The Committee must have audited financial statements for its accounts prepared:

- (a) for the period from the date of the last financial statements to within 2 months before the next contribution period starts; and
- (b) where possible, in time for Members who are Owners Corporations to include in their budgets their portion of cost under this management statement.

**23.3 Information to be included in a financial statement**

A financial statement must show for each of the Administrative Fund and the Sinking Fund:

- (a) a statement of income and expenditure during the Financial Year;
- (b) the balance carried forward from the Financial Year;
- (c) particulars and amounts of each item of income during the Financial Year;
- (d) particulars and amounts of each item of expenditure during the Financial Year;
- (e) the cash in the fund (including deposits and investments) at the end of the Financial Year;
- (f) the balance of the fund at the end of the Financial Year;
- (g) contribution arrears for each Member at the end of the Financial Year;
- (h) the amount of credit or debit in the fund at the end of the Financial Year;
- (i) for each Member, an allocation of each item of tax payable to the Australian Taxation Office in accordance with the Member's Standard Percentage;
- (j) for each Member, an allocation of the income (other than Contributions) in the financial statement in accordance with the Member's Standard Percentage;
- (k) for each Member, an allocation of each item of expenditure in the financial statements in accordance with the Member's Standard Percentage or another percentage agreed between the Members before the expenditure was made; and
- (l) other relevant information.

**24. PAYING CONTRIBUTIONS**

**24.1 Notices of contributions**

Subject to this clause 24, the Committee must give each Member at least 20 Business Days notice before the Member's Administrative Fund or Sinking Fund contributions are due. The notice must be in writing and must show for each of the Administrative Fund and Sinking Fund:

- (a) the total contribution to be raised;
- (b) the portion of the contribution which each Member must pay; and
- (c) the date the payment is due.

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**24.2 Raising funds in an emergency**

If the Committee has to raise funds in an emergency, it may give each Member less than 20 Business Days notice of the contribution.

**25. BANKING MONEY AND INTEREST ON ACCOUNTS**

**25.1 Establishing a bank account**

The Committee must:

- (a) establish and maintain a bank or building society account or accounts in the names of the Member; and
- (b) deposit all contributions and other money paid to the Committee into its bank or building society accounts.

**25.2 Withdrawing funds**

The Committee may withdraw money from its accounts only to exercise its functions and comply with its obligations under or arising from this management statement, the Management Act, the Development Act and the Easements.

**25.3 Trust account**

Subject to clause 25.4, if the Committee appoints a Strata Manager the Committee may require the Strata Manager to deposit and hold its funds in a trust account established under the *Property Stock and Business Agents Act 2002* (NSW).

**25.4 Interest bearing accounts**

The Committee may place money in an interest bearing deposit account at a bank or building society. If the account earns interest, the Committee may credit it to one of the accounts of the Committee or pay it to the Members according to clause 27.

**26. LATE PAYMENTS**

**26.1 Interest**

Each Member must:

- (a) pay the Committee interest on any amount owed by the Member to the Committee under this management statement but do not pay on time; and
- (b) pay interest from (and including) the date on which the payment was due until the date it was paid.

**26.2 Calculating interest**

The Committee must calculate interest on daily balances at the rate equal to 2% per annum above the overdraft rate quoted by the bank or building society of the Committee.

**26.3 Certificates about interest rates**

A certificate about interest rates given to a Member by the bank or building society of the Committee is conclusive evidence of the interest rate in clause 26.2.

**26.4 Recovering unpaid contributions**

The Committee may recover unpaid contributions and other money owed to it under this management statement as a debt.

**27. DEALING WITH SURPLUS FUNDS**

**27.1 Distributing surplus funds**

If there is surplus money in the Administrative Fund or Sinking Fund at the end of a Financial Year, the Committee may distribute it between the Members according to the proportions which the Members contribute to the funds according to clause 21.2.

**27.2 Unanimous Resolution**

The Committee may decide to distribute surplus funds under this clause only by Unanimous Resolution.

**28. PAYING CONTRIBUTIONS WHEN THERE IS A DISPUTE**

**28.1 What are your obligations?**

A Member is not excused from paying that Member's Administrative Fund contributions, Sinking Fund contributions or other amounts owed to the Committee because that Member has a Dispute or a disagreement with the Committee (eg. a Dispute about the amount of a payment).

**28.2 Continuing payments**

If a Member Disputes or disagrees with the Committee about the amount of Administrative Fund or Sinking Fund contributions payable by that Member, the Member must continue to pay all contributions at the rate determined according to clause 21.2. After the Dispute is resolved, the Member and the Committee must pay each other any necessary adjustments.

**28.3 Your rights are not affected**

A Member's rights against the Committee are not affected if that Member continues to pay the Administrative Fund and Sinking Fund contributions according to clause 28.2.

## **PART 8- CONSENT & BOOKS AND RECORDS OF THE COMMITTEE**

### **29. CONSENT BY THE COMMITTEE**

#### **29.1 How may consent be given?**

The Committee may give consents under this management statement only at a Meeting or an Emergency Meeting.

#### **29.2 Conditional consent**

The Committee may make conditions if it grants consent under this management statement.

#### **29.3 Revoking consent**

The Committee may revoke its consent if the Member, Owner or Occupier to whom the consent was given does not comply with any conditions made by the Committee when it granted the consent.

#### **29.4 Application of Part 10**

This clause 29 is subject to any specific provisions regarding the consent of the Committee to an application for Works or further subdivisions as set out in Part 10.

### **30. BOOKS AND RECORDS TO BE MAINTAINED**

#### **30.1 Obligations of the Committee**

The Committee must keep books and records relating to the exercise of its functions and the operation, management and administration of the Building and Shared Facilities according to this clause.

#### **30.2 Which books and records must the Committee keep?**

Books and records which the Committee must keep include:

- (a) an up to-date copy of this management statement;
- (b) its agreements with the Strata Manager, Facilities Manager and Service Contractors;
- (c) an up to date roll containing names, addresses and other contact details for each Member and their Representatives and Substitute Representatives;
- (d) Appointment Forms and Membership Forms;
- (e) notices and minutes of Meetings and Emergency Meetings;
- (f) Proxy Forms and voting papers for Meetings and Emergency Meetings;
- (g) financial statements;
- (h) copies of Outstanding Levy Certificates;
- (i) audit reports;
- (j) Budgets;

- 
- (k) notices served on the Committee;
  - (l) correspondence sent to and by the Committee;
  - (m) insurance records including duplicate or certified copies of Insurance policies, renewal certificates and endorsement slips for insurances;
  - (n) drawings and plans submitted and approved by the Committee under Part 8; and
  - (o) all other records relating to the administration and operation by the Committee of the Building.

**30.3 How long are books and records kept?**

The Committee must keep copies of its books and records for at least 7 years from the date of the book or record.

**31. INSPECTION**

**31.1 Who is entitled to inspect the books and records?**

A Member or an Owner (or a person authorised in writing by them ) may inspect the books and records of the Committee.

**31.2 What is the procedure?**

The procedure for inspecting the books and records of the Committee is:

- (a) the applicant must apply in writing, to the Secretary; and
- (b) the applicant must pay the Committee an inspection fee (being such fee determined by the Committee acting reasonably).

**31.3 Time for the inspection**

The Secretary must allow an applicant to inspect its books and records within 10 Business Days after the applicant makes a written application and pays the inspection fee.

**31.4 Taking copies of records**

At the cost of the applicant, the applicant may take extracts from or copy the books and records. The applicant cannot remove the books and records unless the Committee agrees.

**32. OBTAINING AN OUTSTANDING LEVY CERTIFICATE**

**32.1 Who may apply for a certificate?**

You may apply to the Committee for an Outstanding Levy Certificate if You are a Member or an Owner (or a person authorised in writing by them).

**32.2 Procedure to obtain a certificate**

The procedure for obtaining an Outstanding Levy Certificate is:

- (a) the applicant must apply in writing to the Treasurer; and
- (b) the applicant must pay the Committee a fee (being such fee determined by the Committee acting reasonably and in accordance with section 109 of the Management Act).

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**32.3 Information to be included in a certificate**

The Committee must include in an Outstanding Levy Certificate the following information in relation to the Member specified in the application:

- (a) the amount of the regular periodic Administrative Fund contributions and the periods for which the contributions are payable;
- (b) the amount of the regular periodic Sinking Fund contributions and the period for which the contributions are payable;
- (c) the amount of any unpaid Administrative Fund contributions or Sinking Fund contributions;
- (d) any amount recoverable for work carried out by the Committee according to clause 8 and 9;
- (e) any amount and rate of interest payable to the Committee under this management statement; and
- (f) any other information the Committee instructs the Treasurer to include in the Outstanding Levy Certificate.

**32.4 When must the certificate be given?**

The Treasurer must provide an Outstanding Levy Certificate within 10 Business Days after receiving an application.

**32.5 Certificate is evidence of matters in it**

An Outstanding Levy Certificate is conclusive evidence as at the date of the certificate, of the matters stated in it in favour of a person (whether or not the applicant for the certificate is the person referred to in the certificate) taking an interest in the Building.

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## PART 9- INFORMATION TO BE PROVIDED TO THE COMMITTEE

### 33. WHAT CONTACT DETAILS MUST YOU PROVIDE TO THE COMMITTEE?

#### 33.1 Member's contact details

A Member must provide the Committee with the following contact details:

- (a) the Member's Current Address and Current Address for its Representative and Substitute Representative (or any replacement Representative or Substitute Representative the Member appoints);
- (b) the Member's Current Fax Number and the Current Fax Number for the Member's Representative and Substitute Representative (or any replacement Representative or Substitute Representative the Member appoints); and
- (c) if You are an Owners Corporation, the name, telephone number, Current Address and Current Fax Number of your strata managing agent.

#### 33.2 Purchasing a Stratum Lot

If You purchase a Stratum Lot, You must complete a Membership Form and serve it on the Committee within 5 Business Days after You become a Member.

#### 33.3 Leasing a Stratum Lot

If You lease or licence your Stratum Lot (or part of it), You must complete the part of the Membership Form dealing with new tenancies and serve it on the Committee within 5 Business Days after the lease or licence commences.

#### 33.4 Owners Corporation

When an Owners Corporation is created, it must complete a Membership Form and serve it on the Committee within 5 Business Days.

#### 33.5 Changing your contact details

If You are a Member, You must complete and serve a Membership Form on the Committee within 5 Business Days if:

- (a) You change your name, address, telephone or fax number; and
- (b) if the Occupier of your Stratum Lot (or part of it) changes their name, address, telephone number or fax number.

### 34. FIRE SAFETY AND PROTECTION

#### 34.1 What are your obligations?

Each Member, Owner and Occupier must:

- (a) immediately notify the Committee or where appointed, the Facilities Manager in the first instance, or in the second instance, the Strata Manager of any defect in or damage to the Fire Control System which comes to your attention; and
- (b) comply with laws about fire control.

SP93358

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**34.2 Keep flammable materials**

Each Member, Owner and Occupier may keep flammable materials in their Lot (but not in any car space of their Lot) provided that such Member, Owner and Occupier:

- (a) uses them in connection with the lawful use of their Lot; and
- (b) keeps them in reasonable quantities according to the guidelines of Government Agencies.

**34.3 Restrictions about fire safety**

Each Member, Owner and Occupier must not:

- (a) interfere with, obstruct or damage the Fire Control Systems;
- (b) do anything that will activate the Fire Control System unless there is a fire or other emergency in the Building; or
- (c) keep flammable materials on a Shared Facility or, if You are an Owners Corporation, on Common Property.

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## PART 10- CONSTRUCTION AND FURTHER SUBDIVISIONS

### 35. CONSTRUCTION PERIOD

#### 35.1 Developer's Discretion

During the Construction Period, the balance of the Building will be built in stages to be determined in the absolute discretion of the Developer.

#### 35.2 Parties Consent

- (a) During the Construction Period, the Parties must allow the Developer to carry out the Construction Works in any part of the Building without the need to obtain approval of the Parties, but subject to the terms of any Easements and as required by law.
- (b) A Party must provide its consent to, execute all documents and do all things necessary to provide that Party's consent to any plans, documents (including the creation of any Easements) as required by the Developer during the Construction Period within 30 days or such other time period reasonably requested by the Developer for such consent (time being of the essence) for the:
  - (i) carrying out of the Construction Works; and
  - (ii) completion of any stage of the Building.
- (c) In the event that a Party's consent is required under this clause 35.2 and such consent is not provided within the time period referred to in clause 35.2(b), that Party will be deemed to have consented to the Construction Works after expiry of such time period.

#### 35.3 Access

During the Construction Period, the Parties will allow the Developer to access all parts and Components of the Building which the Developer reasonably requires to access for the purposes of:

- (a) carrying out the Construction Works;
- (b) connecting, installing, extending, varying, accessing and maintaining any Services including without limitation for the supply of gas, electricity, water, sewage, drainage, ducting, transmission cabling of any means; and
- (c) carrying out any temporary structural support or protection barriers for the Building.

#### 35.4 Repair

The Committee must procure the Developer to:

- (a) promptly repair any damage caused to the Building by the Developer in carrying out the works under this clause 35; and

- (b) not cause unreasonable interference to the Parties whilst carry out the works permitted under this clause 35.

**35.5 Future Services for Lot 1 Stratum Lot for Existing Retail Component**

- (a) Owners and Occupiers of the Lot 1 Stratum Lot for Existing Retail Component may from time to time be required to install new Services on the Development Site, but outside the Lot 1 Stratum Lot for Existing Retail Component for the purposes of carrying out a business from the Lot 1 Stratum Lot for Existing Retail Component.
- (b) Members must not object to an Owner or Occupier of the Lot 1 Stratum Lot for Existing Retail Component installing new Services in the Development Site, but outside the Lot 1 Stratum Lot for Existing Retail Component, if:
- (i) the Owner or Occupier of the Lot 1 Stratum Lot for Existing Retail Component seeking to install the Services is occupying and using the Lot 1 Stratum Lot for Existing Retail Component in accordance with the lawful use of the premises as approved by the relevant consent authority;
  - (ii) the Owner or Occupier of the Lot 1 Stratum Lot for Existing Retail Component seeking to install the Services has development consent to occupy and use the Lot 1 Stratum Lot for Existing Retail Component;
  - (iii) the proposed Service is required by the Owner or Occupier of the Lot 1 Stratum Lot for Existing Retail Component to carry out the approved business under the development consent;
  - (iv) it is not practicable to locate the proposed Service within the site of any existing easement; and
  - (v) the location and nature of the Service does not unreasonably interfere with the use and enjoyment of that Member's Lot.
- (c) Notwithstanding any other provision of this management statement, this clause 35.5 may not amended or repealed without first obtaining the prior written consent of the then Owners and Occupiers of the Lot 1 Stratum Lot for Existing Retail Component.

**36. DEVELOPMENT WORKS POST-CONSTRUCTION PERIOD**

**36.1 Obligations before You carry out Works**

Subject to clause 35.5, before any Works are carried out after the Construction Period, You must obtain all necessary consents:

- (a) subject to clause 36.3, from the Committee;
- (b) your Owners Corporation (if applicable); and
- (c) from all relevant Government Agencies.

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### **36.2 When to apply for government agency approval**

A Member must not apply for Government Agency approval to carry out Works until the Member has obtained Committee approval and Owners Corporation approval (if required).

### **36.3 Exclusions**

You are not required to obtain consent from the Committee to carry out Works or other works in the Building which are:

- (a) required to be carried out in accordance with an order by a Government Agency or proper authority (including Court orders);
- (b) development approval Works which were approved by the relevant consent authority before the date of registration of this management statement; or
- (c) required to be carried out to replace or repair any defects by or on behalf of the Developer during the Construction Period;

provided You give the Committee at least 5 Business Days notice of the date You will be carrying out the Works or other works and provide the Committee with any details reasonably required by the Committee about the Works or other works.

## **37. APPLICATION PROCESS**

### **37.1 Making an application**

The Committee may, either generally or in specific cases, specify the plans, drawings and other documents which an applicant must submit with their application under this Part 10 of the management statement.

### **37.2 What information must You include in your application?**

If You make an application for approval to carry out Works under this clause, the application must:

- (a) be in writing;
- (b) be addressed to the Secretary of the Committee (or the strata manager of your Owners Corporation depending on who may give consent to the application);
- (c) include the plans, drawings and other documents specified by the Committee according to this Part 10 for the type of Works for which You are seeking approval;
- (d) include the descriptions and samples of exterior materials and colours and external light fittings if they are available;
- (e) include a report setting out the impact of the Works on Shared Facilities, including how the Member proposes to minimise interruption to the Shared Facilities; and
- (f) include a report from a suitably qualified engineer setting out the effect of the Works on the structural integrity of the Building.

### **37.3 Minimum requirements for Works**

The Works must not:

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- (a) adversely affect the Building;
  - (b) at any time, affect the quiet enjoyment of the Owners and Occupiers of the other Lots in the Building; and
  - (c) result in an increase in the amount contributed by the other Members with respect to Shared Facilities.

**37.4 Additional information**

The Committee or an Owners Corporation may require an applicant Member to give additional plans, diagrams or other information to assist in the decision making process. The Committee must make a request for additional information within 10 Business Days of receiving the Application. The Applicant Member must supply the additional information as soon as reasonably possible.

**37.5 Discretion**

The Committee and an Owners Corporation may act in their absolute discretion when they make decisions about applications. They are not bound by their past decisions.

**37.6 Time frame for making a decision**

Subject to this clause 37, the Committee or an Owners Corporation must review and make a decision about an application within 20 Business Days after receiving the application (or another period agreed between the parties).

**37.7 Notifying the applicant of a decision**

The Committee and an Owners Corporation must immediately advise in writing when they have made a decision about your application. They must:

- (a) clearly describe any conditions which attach to the approval; and
- (b) if the application is not approved, explain in detail the reasons for the decision.

**38. APPROVAL PROCESS**

**38.1 Standing Approvals by the Committee**

The Committee has the power to make Standing Approvals to approve Works or actions under this Part 10.

**38.2 Conditional approvals**

The Committee and an Owners Corporation may make conditions if they approve an application. The conditions may include, without limitation:

- (a) a reasonable time frame in which the Works must be completed;
- (b) the hours and days during which the Works must be carried out; and
- (c) methods of accessing the Building to carry out the Works.

**38.3 Revoking an approval**

The Committee and an Owners Corporation may revoke their approval if the applicant does not comply with the conditions for the approval.

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**38.4 Additional obligations for Owners Corporations**

An Owners Corporation must promptly:

- (a) advise the Committee in writing when it grants consents to an or Occupier to carry out Works under its by-laws or this Part 10; and
- (b) provide the Committee with a copy of the application by the Owner or Occupier to carry out Works and the consent given by the Owners Corporation.

**39. PROCEDURES FOR CARRYING OUT WORKS**

**39.1 Procedures before You carry out Works**

Before You carry out Works under this Part 10, You must:

- (a) obtain all necessary consents required under the Architectural Code and from Government Agencies;
- (b) arrange with the Committee and, where appropriate, your Owners Corporation, a suitable time and means by which to access the area in which You will carry out the Works;
- (c) comply with the reasonable requirements of the Committee and your Owners Corporation about the time and means by which You must access the Building to carry out the Works; and
- (d) ensure that contractors and any other persons involved in carrying out the Works comply with the reasonable requirements of the Committee and your Owners Corporation about the times and means by which they must access the Building to carry out the Works.

**39.2 Procedures when You carry out Works**

When You carry out Works under this Part 10, You must:

- (a) comply with the Architectural Code;
- (b) use qualified, reputable and, where appropriate, licensed contractors approved by the Committee or your Owners Corporation;
- (c) carry out the Works in a proper manner and to the reasonable satisfaction of the Committee and, where appropriate, your Owners Corporation;
- (d) regularly remove debris and leave all areas of Shared Facilities and Common Property clean and tidy for all periods during which carry out the Works; and
- (e) repair damage You (or persons carrying out the Works on your behalf) cause to Shared Facilities, Common Property or the property of a Member, Owner or Occupier.

**40. GIVING APPROVAL TO SUBDIVISIONS**

**40.1 Subdivisions which create Stratum Lots**

If the Owner of a Stratum Lot proposes to subdivide their Stratum Lot to create 2 or more Stratum Lots, You must:

SP93358

- 
- (a) not object to the subdivision unless the proposed subdivision would detrimentally and substantially affect your use of Shared Facilities or costs contributed to Shared Facilities;
  - (b) agree to amendments to this management statement unless your rights and obligations are detrimentally and substantially affected; and
  - (c) if a further management statement is required, agree to the new management statement provided that:
    - (i) the new management statement is in the form of this management statement, with any amendments required as a result of the subdivision; and
    - (ii) your rights and obligations under this management statement would not be detrimentally and substantially affected by the further management statement.

#### **40.2 Subdivisions which create Strata Schemes**

If the Owner of a Stratum Lot proposes to subdivide their Stratum Lot (or part of its Stratum Lot) to create 1 or more Strata Schemes, You must not object to the subdivision if:

- (a) the proposed subdivision by a Strata Plan does not detrimentally and substantially affect your use of Shared Facilities or costs contributed to Shared Facilities;
- (b) if the Owner of the Stratum Lot is required to register a strata management statement with the Strata Plan, the proposed strata management statement to be lodged for registration with the Strata Plan is in the form of this management statement with the exception of the following changes:
  - (i) amendments required to ensure compliance with the subdivision Law and legal requirements; and
  - (ii) amendments to the terminology used in this management statement required to accommodate the strata subdivision (eg. expanding the definition of Owner to include owners of a Strata Lot; and
- (c) your rights and obligations under this management statement would not be detrimentally and substantially affected by the proposed strata management statement; and
- (d) notwithstanding any other provision of this management statement, the proposal relates to the subdivision or use of all or any part of the Lot 1 Stratum Lot for Existing Retail Component for a Permitted Development Use. Further:
  - (i) when the Committee considers any request by an Owner or Occupier of the Lot 1 Stratum Lot for Existing Retail Component under this provision 40.2(d) for consent to the proposal, the Committee must not unreasonably without its consent if the proposal is for a Permitted Development Use of all or any part of the Lot 1 Stratum Lot for Existing Retail Component; and
  - (ii) the Committee may not propose to amend, add to or repeal clause 40.2(d) without obtaining the prior written consent of the Lot 1 Stratum Lot for Existing Retail Owner.

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**40.3 Deemed consent**

In the event that your consent is required by the Owner of a Stratum Lot under this clause 40, then You must provide that consent within 28 days of the request by the Owner of the Stratum Lot otherwise You will be deemed to have consented to the subdivision.

**40.4 Endorsement of consent**

Subject to this clause, You must promptly sign all documents reasonably required by a Member who proposes to subdivide their Stratum Lot by a Subdivision Plan.

**40.5 Paying costs**

If You propose to subdivide your Stratum Lot by a Subdivision Plan, You must pay reasonable costs incurred by the Committee or a Member in attending to execution of the proposed subdivision documents.

**41. CONTRIBUTIONS IF A SUBDIVISION PLAN IS REGISTERED**

**41.1 Contributions**

If a Stratum Lot (or part of a Stratum Lot) is subdivided by a Subdivision Plan, the proportion of Administrative Fund and Sinking Fund contributions which the new Member must contribute is equal to the amount which the Owner of the subdivided lot must contribute according to Schedule 1 as amended following the operation of clause 41.2.

**41.2 Procedure for assessing contributions if a Subdivision Plan is registered**

These procedures apply when a Stratum Lot (or part of a Stratum Lot) is subdivided by a Subdivision Plan:

- (a) the Member which has subdivided the relevant Stratum Lot or part of a Stratum Lot (Subdividing Member) must, within 14 days after registration of the Subdivision Plan, notify the Committee of the share each new Member will contribute towards the Administrative Fund and Sinking Fund;
- (b) if the Subdividing Member does not provide notice within 14 days, the Committee must give the Subdividing Member notice of the share each new Member (and the Subdividing Member (if applicable)) should, in the opinion of the Committee acting reasonably, contribute to towards the Administrative Fund and Sinking Fund; and
- (c) if the Subdividing Member does not notify the Committee of a different share within seven days after receiving the notice under clause 41.2(b), the shares recommended by the Committee will apply.

**42. CHANGES TO THE PARTIES TO SERVICE CONTRACTS**

**42.1 When does this clause apply?**

This clause applies if a Member transfers the freehold interest in their Stratum Lot or subdivides their Stratum Lot by Subdivision Plan.

**42.2 Obligations of Members**

If a Member:

- 
- (a) transfers their Stratum Lot, that Member must procure the new Member to become a party to all Service Contracts from the date of the transfer;
  - (b) subdivides their Stratum Lot (or part of it) to create two or more new Stratum Lots, that Member must procure the Owners of the new Stratum Lots to become parties to all Service Contracts from the date of registration of the Subdivision Plan; or
  - (c) subdivides their Stratum Lot (or part of it) by a Strata Plan, that Member must procure the Owners Corporation created by the subdivision to become a party to all Service Contracts within twenty eight days after registration of the Strata Plan.

**42.3 Effect of Complying with this clause**

If a Member complies with their obligations under clause 42.2 the remaining Members release that Member from their obligations under a Service Contract from the date the new Member becomes a party to the Service Contract (other than for liabilities which arise before that date).

**42.4 Failure to comply with this clause**

If the Member fails to comply with clause 42.2, it is liable for any liability, loss, claim, or damages sustained by the other Members as a result of its non-compliance.

**42.5 Who pays the cost?**

A Member who:

- (a) transfers their Stratum Lot must pay the reasonable costs of the other parties arising as a consequence of the parties complying with this clause; and
- (b) who subdivides their Stratum Lot by a Subdivision Plan must pay the reasonable costs of the other parties arising as a consequence of the parties complying with this clause.

## **PART 11- SHARED FACILITIES**

### **43. SHARED FACILITIES**

#### **43.1 Overview**

A number of facilities and services in the Building are used by 2 or more Members or are located on the land of a Member but used by another Member. These are called Shared Facilities. A list of Shared Facilities (with a description of each) and the respective Member Benefited who is entitled to use such Shared Facility is set out in Schedule 1 hereto.

#### **43.2 What do Shared Facilities include?**

Subject to Schedule 1, Shared Facilities and costs for Shared Facilities include:

- (a) plant and equipment which constitute a Shared Facility;
- (b) pipes, wires, cables and ducts which are connected to or form part of a Shared Facility, but excluding any of those things which exclusively service a Member's part of the Building;
- (c) any rooms or areas in which Shared Facilities are located;
- (d) the maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (e) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (f) labour used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (g) the inspection of Shared Facilities (if applicable) by a Government Agency; and
- (h) the certification of Shared Facilities for the purposes of the law.

#### **43.3 Access routes to Shared Facilities**

Subject to this management statement, a Shared Facility includes any part of the Building giving access to and egress from a Shared Facility by the most direct route.

#### **43.4 Rights and obligations of the Committee**

Subject to this management statement, the Committee must operate, manage, control, maintain, repair and replace Shared Facilities.

#### **43.5 Service Contractors**

The Committee may appoint and contract with parties to perform its functions in relation to Shared Facilities.

#### **43.6 Shared Facilities and Common Property**

Some items of Common Property are designated in this management statement as Shared Facilities. If the Member is an Owners Corporation, such Member authorises the Committee to perform its functions and exercise its rights under this management statement in respect of that Common Property.

#### **43.7 Shared Facilities and Stratum Lots**

Some items in Stratum Lots are designated in this management statement as Shared Facilities. If You are the Owner of a Stratum Lot, You authorise the Committee to perform its functions and exercise its rights under this management statement in respect of those items.

#### **43.8 Who may use Shared Facilities?**

This management statement and the column titled "Member Benefited" in Schedule 1 may specify which Members are entitled to use each Shared Facility. If the use of a Shared Facility is not restricted, the Shared Facility is available for use by each Member, Owner and Occupier. If a Member entitled to use a Shared Facility:

- (a) is an Owners Corporation, the Owners and Occupiers of Strata Lots in the Strata Scheme for the Owners Corporation are entitled to use the Shared Facility; and
- (b) is the Owner of a Stratum Lot, the Occupiers of the Stratum Lot are entitled to use the Shared Facility.

Where a Member, Owner or Occupier of a Lot is entitled to use a Shared Facility and that Lot (or part of the Lot) is subdivided by a Subdivision Plan, then all new Members, Owners and Occupiers created by the subdivision are also entitled to use the Shared Facility.

#### **43.9 When can You use Shared Facilities?**

If You are entitled to use a Shared Facility, You may do so at all times unless this management statement specifies otherwise.

#### **43.10 How to apportion costs for Shared Facilities**

The Committee must levy Members for contributions towards the costs of Shared Facilities according to Schedule 1. If there is no apportionment for the cost of a Shared Facility in Schedule 1 and costs are incurred for that Shared Facility, the Committee may determine the apportionment by Unanimous Resolution.

#### **43.11 Obligations of Members to pay for Shared Facilities**

A Member must pay their proportion of the costs for Shared Facilities according to Schedule 1 or according to a determination made by the Committee according to clause 43.10 if there is no provision in Schedule 1.

#### **43.12 Easements**

Some of the Shared Facilities may be the subject of Easements. The Committee and each Member agrees in favour of each grantor to perform the functions and exercise the rights of the grantor according to the relevant Easement. Each grantor agrees that the Committee may exercise the rights and perform the functions of the grantor under the relevant Easement.

### **44. CHANGING AND ADDING TO SHARED FACILITIES**

#### **44.1 Powers of the Committee**

The Committee may, by Unanimous Resolution:

- (a) add Shared Facilities if it identifies new Shared Facilities;
- (b) create new Shared Facilities;

- (c) change existing Shared Facilities;
- (d) change the use of existing Shared Facilities;
- (e) modify or replace existing Shared Facilities;
- (f) extend Shared Facilities;
- (g) remove redundant Shared Facilities; and
- (h) determine a charge for a Shared Facility where Schedule 1 does not make provision for a charge.

#### **44.2 Obligations of Members**

A Member must agree to amend Schedule 1 to reflect anything the Committee resolves to do under this clause 44.

### **45. CHANGING THE COSTS FOR SHARED FACILITIES**

#### **45.1 Powers of the Committee**

The Committee may, by Unanimous Resolution, change costs, add new costs or adjust the division of costs for Shared Facilities in Schedule 1 if:

- (a) the Committee resolves to deal with Shared Facilities under clause 44;
- (b) it more fairly divides costs for Shared Facilities;
- (c) the Building changes;
- (d) the Committee identifies new Shared Facilities;
- (e) the use of Shared Facilities changes;
- (f) Shared Facilities are repaired, modified or replaced; or
- (g) anything else happens which affects the costs or apportionment of costs for Shared Facilities.

#### **45.2 Reason for exercising powers**

The Committee may change the costs, add new costs or adjust the division of costs for Shared Facilities only if:

- (a) the costs for Shared Facilities will be more fairly divided; and
- (b) the fairness of the division of costs is supported by at least one expert consultant report (unless all Members agree to waive this requirement).

#### **45.3 Obligations of Members**

A Member must agree to amend Schedule 1 to reflect anything the Committee resolves to do under this clause.

**46. CHANGING SHARED FACILITIES AND COSTS FOR SHARED FACILITIES DURING THE CONSTRUCTION PERIOD**

**46.1 Developer's Rights**

- (a) This clause applies during the Construction Period.
- (b) Members acknowledge:
- (i) it may be necessary to alter, amend, delete or add to the Shared Facilities or the costs for the Shared Facilities to more accurately reflect the arrangements in connection with the Shared Facilities and the costs thereof as a result of any development or subdivision of a Component; and
  - (ii) any such change would require this management statement to be amended and an amendment to the statement registered at the Land and Property Information NSW.
- (c) Notwithstanding clauses 44 and 45, during the Construction Period, the Members agree not to object to any such change or amendment recommended by the Developer and will be regarded as having consented to:
- (i) any such change to the Shared Facilities or costs of the Shared Facilities; and
  - (ii) any amendment of this management statement,
- which may be recommended by the Developer.
- (d) Subject to clause 46.1(g), Members who are Owners Corporations agree they will pass the necessary special resolution consenting to the amendments to this management statement contemplated by clauses 46.1(b) and (c) and will execute the documents required to enable registration of any such amendments.
- (e) Subject to clause 46.1(g), each Strata Lot Owner agree that they will vote in favour of any motion at a meeting of their Owners Corporation to give effect to clauses 46.1(b) and (c).
- (f) Subject to clause 46.1(g), Members who are Stratum Lot Owners agree to execute the documents required to enable registration of any amendments to this management statement contemplated by clauses 46.1(b) and (c).
- (g) A party under clause 46.1(d)-(g) is not obligated to agree to any changes to the Shared Facilities or division of costs of any Shared Facility if the change would result in that party not having access to a Shared Facility which it would have had but for the change.

**47. USING APPROVED CONTRACTORS**

**47.1 Overview**

Many of the Shared Facilities in the Building are highly technical and affect other components in the development. As a result:

- 
- (a) Shared Facilities, building Works and Services must be maintained to a high standard; and
  - (b) only contractors and consultants approved by the Committee may do structural building Works and maintain or replace Shared Facilities.

#### **47.2 Obligations of the Committee**

The Committee must:

- (a) appoint and make sure that contractors and consultants approved by it are always available to maintain Shared Facilities and do structural building Works; and
- (b) give each Member a list of current approved contractors and consultants.

#### **47.3 Approving contractors**

The Committee may make a decision to approve a contractor or consultant in its absolute discretion and may approve contractors who are not Service Contractors.

#### **47.4 Obligations of Members, Owners and Occupiers**

Members, Owners and Occupiers must use approved contractors for all work described in this clause 47.

### **48. DAMAGE TO SHARED FACILITIES**

Members, Owners and Occupier must:

- (a) obtain consent from the Committee to make alterations to Shared Facilities;
- (b) obtain consent (from the relevant Owners Corporation) to make alterations to a Shared Facility that forms part of Common Property within the particular Strata Scheme;
- (c) use Shared Facilities only for their intended purposes;
- (d) immediately notify the Committee i about any damage to or a defect in a Shared Facility; and
- (e) compensate the Committee for any damage to Shared Facilities caused by you, your visitors or persons doing work in the Building on your behalf.

### **49. CAR PARK DRIVEWAY AND SECURITY**

#### **49.1 Rights of the Committee**

- (a) The Committee may install signs, traffic control devices and Security System devices (including boom gates and roller shutters) in the Carpark Driveways and Security System devices in or around any part of the Development Site as Shared Facilities; and
- (b) the Committee may prepare a traffic management plan in relation to the use of the common Carpark Driveways.

#### **49.2 CCTV Security System**

If at any time the Committee installs a CCTV Security System at any time to monitor the Shared Facilities and public spaces within the Development Site:

- (a) the Committee is to monitor the use of the CCTV Security System;
- (b) the Committee may have access to the CCTV Security System footage for review purposes subject to requirements of any privacy Laws; and
- (c) the Committee may make such Rules regarding access to and review of CCTV Security System footage as required from time to time.

#### **49.3 Obligations of the Committee**

If Security System devices (eg. roller shutter and boom gates) installed in the Car Park Access ways and Building by the Committee affect access by a Member, Owner or Occupier to their Stratum Lot or Strata Lot (or Shared Facilities which they are entitled to use according to this management statement), then the Committee must provide a Security Key to each Member, Owner and Occupier to access their component of the Building at all times. The Committee must keep an up-to date register of the persons holding Security Keys.

#### **49.4 Charging fees for Security Keys**

The Committee may charge a fee if a Member, Owner or Occupier requests additional or replacement Security Keys.

#### **49.5 Rights and obligations**

Each Member, Owner and Occupier must:

- (a) take all reasonable steps not to lose Security Keys;
- (b) return Security Keys to the Committee if they are no longer needed;
- (c) notify the Committee immediately if a Security Key is lost;
- (d) comply with the reasonable instructions of the Committee about Security Keys and, in particular, about re-coding and returning Security Keys; and
- (e) observe and perform the provisions of any traffic management plan adopted by the Committee in accordance with clause 49.1(b).

#### **49.6 Some prohibitions**

You must not copy a Security Key or give a Security Key to someone who is not a Member, an Owner or an Occupier.

#### **49.7 Who owns Security Keys?**

Security keys belong to the Committee.

#### **49.8 Managing the Security Key system**

The Committee has the power to:

- (a) re-code Security Keys;
- (b) require You to promptly return your Security Keys to the Committee to be re-coded; and

- (c) enter into agreements with Service Contractors, the Strata Manager or the Facilities Manager about the provisions and management of security systems generally.

**49.9 During the Construction Period**

Notwithstanding any other provision of this management statement, during the Construction Period:

- (a) this clause 49 in respect of the Carparking Access ways only applies to the extent that they have been completed by the Developer and are available for general use by more than one Member; and
- (b) the Developer without the prior consent of the Committee, from time to time, vary the position of the Carparking Access ways provided the variation of the position still allows the Members to access the Building.

**49.10 Lot 1 Stratum Lot for Existing Retail Owner**

- (a) The Committee and all Members, Owners and Occupiers acknowledge that the Lot 1 Stratum Lot for Existing Retail Component or any part thereof may be used by the Owner or Occupier of Lot 1 Stratum Lot for Existing Retail Component for retail businesses or otherwise to conduct trade, business or be used as is consistent with the Permitted Development Use for that Component.
- (b) Notwithstanding any other provision of this strata management statement and without the need to obtain the consent of the Committee or the Lot 2 Residential Owner:
- (i) the Lot 1 Stratum Lot for Existing Retail Owner may set such rules and such commercial terms as required for the safe, orderly and efficient use of any retail car parking facilities comprised in Lot 1 Stratum Lot for Existing Retail subject to the Lot 1 Stratum Lot for Existing Retail Owner complying with the terms of any conditions of consent imposed by any Consent Authority regarding visitor car parking; and
- (ii) the Lot 1 Stratum Lot for Existing Retail Owner will be given all reasonable access to, over and across the Development Site to utilise the Façade Maintenance Anchoring System identified as Shared Facility "SF17" as required from time to time in order to service, repair and maintain the façade of the building within Lot 1 Stratum Lot for Existing Retail.
- (c) For the avoidance of doubt, Owners and Occupiers of the Lot 2 Residential Stratum Lot must obey all rules and commercial terms regulating the retail car parking facilities comprised in Lot 1 Stratum Lot for Existing Retail and are otherwise prohibited from parking therein.
- (d) Notwithstanding any other provision of this strata management statement, the use of the goods lifts within Lot 1 Stratum Lot for Existing Retail is at the sole discretion of the Lot 1 Stratum Lot for Existing Retail Owner. Any access by an Owner and Occupier of the Lot 2 Residential Stratum Lot must be by prior arrangement and with reasonable notice to the Lot 1 Stratum Lot for Existing Retail Owner (or their designated authorised representative for the purposes of receiving such notice) on terms and conditions as the Lot 1 Stratum Lot for Existing Retail determines in their absolute discretion.

- (e) Notwithstanding any other provision of this strata management statement, the Lot 2 Residential Owner will have such reasonable access over the Lot 1 Stratum Lot for Existing Retail upon providing reasonable notice to the Lot 1 Stratum Lot for Existing Retail Owner (or their designated authorised representative for the purposes of receiving such notice) to access, service, maintain and repair the lift shafts servicing the Lot 2 Residential Stratum Lot on terms and conditions as the Lot 1 Stratum Lot for Existing Retail determines in their absolute discretion.
- (f) The Committee may only amend, modify, add to or repeal this clause 49.10 of this management statement by Unanimous Resolution.

## 50. SIGNAGE

### 50.1 Prohibited

Except as provided in accordance with clauses 50.2 and 50.3, an Owner and Occupier of Lot in or comprising the Lot 2 Residential Stratum Lot must not attach, erect or exhibit any Sign on any part of their Lot which is visible from outside their Lot or upon any Common Property or any part of the Development Site.

### 50.2 Lot 1 Stratum Lot for Existing Retail Owner Signage

- (a) The Lot 1 Stratum Lot for Existing Retail Owner or Occupier may attach erect and exhibit external naming signage within the Lot 1 Stratum Lot for Existing Retail Component (including under illuminated signage) or any signage easement granted to the Lot 1 Stratum Lot for Existing Retail Owner or Occupier without obtaining the consent of the Committee provided that the Lot 1 Stratum Lot for Existing Retail Owner or Occupier:
- (i) obtains all relevant prior consents for such Signs to be erected and displayed from all relevant Government Agencies;
  - (ii) complies with the conditions of the development consents applicable to such Signs;
  - (iii) the Sign must conform to a premium grade retail or commercial signage comparable to the standard which prevails in the locality; and
  - (iv) the Sign erected or displayed under this provision must be properly maintained and where necessary replaced in keeping with the standard required under this clause.
- (b) Notwithstanding any other provision of this management statement, the Committee may not propose to amend, add to or repeal this clause 50.2 without obtaining the prior written consent of the Lot 1 Stratum Lot for Existing Retail Owner.

### 50.3 Developer Signage & Selling Activities

- (a) The provisions of clause 50.1 do not apply to any Sign attached, erected or exhibited on any part of a Building by the Developer or any Party authorised by the Developer while the Developer is an Owner of a Lot.

- 
- (b) The Developer may carry out Selling Activities at the Development Site while the Developer is an Owner of a Lot and is not required to obtain consent from the Committee provided that the Developer complies with clause 50.3(c).
  - (c) The Developer must obtain and comply with all necessary consents from all Government Agencies to carry out the Selling Activities. Where a Government Agency requires the approval of You or the Committee to an application by the Developer to carry out the proposed Selling Activities, You and Committee must promptly give consent.
  - (d) The Developer may gain access to parts of the Development Site necessary in the opinion of the Developer acting reasonably, to carry out the Selling Activities on the Common Property and Shared Facilities.
  - (e) The Developer must promptly rectify any damage it causes as a result of carrying out the Selling Activities.

## **51. PROVISION OF SERVICES**

### **51.1 What are the powers of the Committee?**

Subject to this clause, the Committee has the power to supply Services to Members, Owners and Occupiers. Services include:

- (a) electricity supply, gas supply and water supply; and
- (b) additional services which the Committee decides to supply according to this clause.

### **51.2 When can the Committee supply Services**

The Committee has the power to supply Services in addition to those in clause 51.1 to Members, Owners or Occupiers if:

- (a) it decides to do so by Unanimous Resolution;
- (b) there would be significant cost savings if the Committee purchases the Service in bulk and supplies it to Members, Owners or Occupiers;
- (c) the Committee reasonably determines it would be beneficial to the operation and management of the Building for the Committee to provide the Service; or
- (d) a Member, Owner or Occupier asks the Committee to provide the Service.

### **51.3 Power to enter into contracts**

The Committee has the power to enter into contracts and agreements with the providers of Services.

### **51.4 Disconnecting a Service**

The Committee has the power to disconnect a Service to a Member, an Owner or an Occupier who does not pay the Committee for the Service according to this management statement only in the following circumstances:

- (a) if doing so does not interfere with the provision of that Service to other Members, Owners or Occupiers who has paid the Committee for the Service; or

- 
- (b) reasonable notice has not been given to the Member, Owner or Occupier whose Service is being disconnected.

**51.5 Matters the Committee must take into account**

In considering whether to supply a Service to Members, Owners or Occupiers the Committee must determine:

- (a) how it will recover costs from Owners and Occupiers who may connect to the Service;
- (b) how the Service will be metered; and
- (c) whether the Service will be a Shared Facility.

**52. ROOF**

If any Services are located on the roof of the Building and are for the sole use and benefit of an Owner of a Stratum Lot the following conditions will apply:

- (a) the Services are to be maintained in good repair and condition by the Owner of the lot having the benefit of the Services, at that Owner's sole cost;
- (b) You must keep the area on the roof where the Services are located in a tidy and clean condition;
- (c) obtain consent from the Committee to make alterations to the Services;
- (d) use the Services only for their intended purposes;
- (e) immediately notify the Committee if You know about damage to or a defect in the Services; and
- (f) compensate the Committee for any damage to the Services caused by You, your visitors or persons doing work in the Building on your behalf.

## **PART 12- DISPUTE RESOLUTION**

### **53. DISPUTES**

#### **53.1 Interpretation**

For the purpose of this clause, "party" or "Parties" means the party or parties to a Dispute. The party or parties to a Dispute may be the Committee, a Member, an Owner or an Occupier.

#### **53.2 Resolution of Disputes**

The parties to a Dispute must endeavour in good faith to resolve their Dispute before taking action under this clause.

#### **53.3 Dealing with Disputes according to this clause**

The parties must deal with Disputes about this management statement according to this clause. This includes Disputes about the Committee or an Office Bearer failing to comply with the provisions about Meetings or Emergency Meetings.

#### **53.4 Dispute Notice**

A party may give another party a Dispute Notice if they are unable to resolve their Dispute under clause 53.2. In the Dispute Notice the party must:

- (a) describe what the Dispute is about;
- (b) identify the provisions of this management statement or the Law that apply to the Dispute;
- (c) state the position of the party;
- (d) set out the facts and other circumstances on which the party relies; and
- (e) attach copies of correspondence and other documents mentioned in the Dispute Notice.

#### **53.5 Negotiation**

Within 5 Business Days after a party gives a Dispute Notice, the parties to the Dispute must meet in person (or conduct a telephone conference) at an agreed time and place, if they cannot agree on the time and place, they must meet to try to resolve the Dispute by negotiation:

- (a) at 2.00 pm on the date which is 7 Business Days after the Dispute Notice was given; and
- (b) at the Building or by telephone conference.

#### **53.6 Referring a Dispute to expert determination**

If the parties cannot resolve their Dispute by negotiation, a party may give a Determination Notice requiring the parties to:

- (a) refer the Dispute to an independent expert for determination; and
- (b) appoint an expert to determine the Dispute.

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**53.7 Appointing an expert**

If the parties cannot agree on an expert within 5 Business Days after a party gives a Determination Notice, a party may ask the chairperson of LEADR (or the vice chairperson if the chairperson declines) to:

- (a) appoint an appropriate expert having regard to the nature of the Dispute; and
- (b) determine the remuneration of the expert.

**53.8 Instructions to the expert**

The parties must instruct the expert to:

- (a) act as an expert and not as an arbitrator;
- (b) determine the rules for the conduct of the expert determination; and
- (c) consider the documents and other information the parties give the expert and which, in the opinion of the expert, are relevant.

**53.9 Conducting expert determination**

If the parties cannot agree on the rules for the conduct of the expert determination, then the expert is to determine the rules and notify the parties accordingly.

**53.10 Expert determination**

The expert:

- (a) is not bound to observe the rules of natural justice or the rules of evidence;
- (b) may obtain and refer to documents and information not provided by the parties; and
- (c) must determine the Dispute and give written reasons for the determination within 1 month of being appointed.

**53.11 Binding effect**

The determination by the expert is final and binding on the parties to the Dispute without appeal so far as the Law allows.

**53.12 Negotiation or expert determination about Shared Facility costs**

If a Dispute about the proportion of a Member's cost for a Shared Facility is determined under this clause, the expert who determines the Dispute must determine any adjustments the Member or the Committee must pay.

**53.13 Costs**

The parties to the Dispute must:

- (a) equally share the costs for expert determination of their Dispute (unless the expert decide otherwise); and
- (b) pay their own costs in connection with the Dispute.

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## **PART 13- MISCELLANEOUS PROVISIONS**

### **54. NOTICES**

#### **54.1 Methods of serving notices**

A notice or communication under this management statement must be in writing and must be:

- (a) delivered personally to the addressee;
- (b) left at the Current Address of the addressee;
- (c) sent by pre-paid ordinary post to the Current Address of the addressee; or
- (d) sent to the Current Fax Number of the addressee.

All notices and communications to be served on the Committee by Members must be addressed to the Secretary.

#### **54.2 When does a notice take effect?**

A notice or communication takes effect from the time it is received unless a later time is specified.

#### **54.3 Receipt- post**

If sent by post, a notice is taken to be received 3 days after posting (or 7 days after posting if sent to or from a place outside Australia).

#### **54.4 Receipt- fax**

If sent by fax, a notice is taken to be received at the time shown in the transmission report as the time that the whole fax was sent.

#### **54.5 Form of notices**

Unless stated otherwise in this management statement, all notices, certificates, consents and other communications in connection with this management statement must be in writing, signed by the sender (if an individual) or an authorised Office Bearer of the sender.

#### **54.6 Receipt- general**

Despite clause 54.3 and 54.4, if a notice is received after 5:00pm in the place of receipt or on a non-Business Day, it is taken to be received at 9:00am on the next Business Day.

### **55. GST**

#### **55.1 Amounts are exclusive of GST**

Unless otherwise expressly stated, all amounts payable under or in connection with this management statement are expressed to be exclusive of any amount of GST.

#### **55.2 Obligation to pay GST**

Where GST is imposed on any supply made under or in connection with this management statement by one party (supplying party) to another party (receiving party), the receiving party must pay or provide the GST exclusive consideration for the supply and, in addition to and at the same time as the GST exclusive consideration is payable or to be provided, an additional amount equal to the amount of GST liability of the supplying party. The supplying party must issue a Tax Invoice to the receiving party.

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**55.3 Differences in amounts**

If the amount of GST recovered by the supplying party from the receiving party differs from the amount of GST payable at Law by the supplying party (or an entity grouped with the supplying party for GST purposes) in respect of the supply, the amount payable by the receiving party to the supplying party will be adjusted accordingly.

**55.4 Reimbursement**

Where one party (payer) is liable to reimburse another party (payee) for any expenditure incurred by the payee (Expenditure), the amount reimbursed by the payer will be the GST exclusive Expenditure plus any GST payable to the payee by the payer under this clause.

**56. GENERAL**

**56.1 Discretion in exercising rights**

The Committee, a Member or an Owner may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (unless this management statement expressly states otherwise).

**56.2 Partial exercise of rights**

If the Committee, a Member, an Owner or an Occupier do not fully exercise a right or remedy fully or at a given time, they may still exercise it later.

**56.3 Approvals and consents**

By giving its approval or consent, the Committee, a Member or an Owner does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

**56.4 Conflict of interest**

The Committee, Members, Owners and Occupiers may exercise their rights and remedies under this management statement even if this involves a conflict of duty or a party has a personal interest in their exercise.

**56.5 Remedies cumulative**

The rights and remedies provided in this management statement are in addition to other rights and remedies given by Law independently of this management statement.

**56.6 Severability**

If the whole or any part of a provision of this management statement is void, unenforceable or illegal, then that provision or part provision is severed from this management statement. The remainder of this management statement has full force and effect unless the severance alters the basic nature of this management statement or is contrary to public policy.

SP93358

*Strata Management Statement*

Sheet 79 of 128

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**Execution Schedule**

<b>Schedule 1</b>	<b>Shared Facilities</b>
<b>Schedule 2</b>	<b>Shared Facilities Plan</b>
<b>Schedule 3</b>	<b>Architectural Code</b>
<b>Schedule 4</b>	<b>Appointment Form</b>
<b>Schedule 5</b>	<b>Membership Form</b>
<b>Schedule 6</b>	<b>Proxy Form</b>

SP93358

Strata Management Statement

Sheet 80 of 128

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**EXECUTION SCHEDULE**

**EXECUTED BY GENNIE HOLDINGS )**  
**PTY LTD ACN 087 445 976 )**  
in accordance with section 127 )  
of the Corporations Act, 2001: )



Sole Director/Sole Secretary

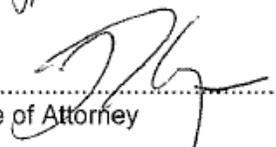
**DAVID G. BOYER**

SP93358

Strata Management Statement

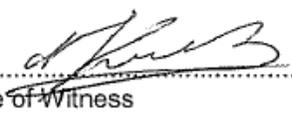
Sheet 81 of 128

Signed on behalf of Australia and New Zealand Banking Group Limited )  
ACN 005 357 522 by its attorney under )  
Power of Attorney Registered )  
No. Book *A12 Book 4376* )

  
Signature of Attorney

*JASON FINLAYSON*  
Print name of Attorney

*ASSOCIATE DIRECTOR*  
Position held

  
Signature of Witness

*DEE KORAB*  
Print name of Witness

*347 Kent Street*  
*SYDNEY NSW 2000*  
Address of Witness

SP93358

**SCHEDULE 1 SHARED FACILITIES**

SF	Shared Facility	Description	Member Benefited
SF1	Gas & Water Meter Room	<p>The gas &amp; water meter room is marked SF1 on the Shared Facilities Plan. It is located on the mezzanine level adjacent to Ravenshaw St carpark ramp.</p> <p>The domestic cold water meters are marked SF1 on the Shared Facilities Plan and are located on mezzanine level adjacent to the Ravenshaw St carpark ramp.</p> <p><u>This Shared Facility includes:</u></p> <ul style="list-style-type: none"> <li>• the master data logging system for the gas supply to all components of Marketown;</li> <li>• main gas regulator;</li> <li>• water meters, valves and piping</li> <li>• gas pipes, wires, cables and ducts exclusively servicing Shared Facilities;</li> <li>• ventilation;</li> <li>• lighting costs;</li> <li>• gas pipes, wires, cables and ducts that service more than one component of Marketown; and</li> <li>• cleaning.</li> </ul> <p><u>This Shared Facility excludes:</u></p> <ul style="list-style-type: none"> <li>• costs for gas consumption;</li> <li>• gas pipes, wires, cables and ducts which are for the exclusive use of a Member, an Owner or an Occupier;</li> <li>• gas meters located inside Apartments, Suites or a Stratum Lot;</li> <li>• costs for water consumption; and</li> <li>• water pipes that are for the exclusive use of a Member, an Owner or an Occupier.</li> </ul>	All members
SF2	Main Switch Room	<p>This room is marked on the Shared Facilities Plan. It is located on Level 01A.</p> <p><u>This Shared Facility includes:</u></p> <ul style="list-style-type: none"> <li>• electrical wires, cables and ducts exclusively servicing Shared Facilities;</li> <li>• switchboard;</li> <li>• ventilation system;</li> </ul>	All members

SP93358

Strata Management Statement

Sheet 83 of 128

SF	Shared Facility	Description	Member Benefited
		<ul style="list-style-type: none"> <li>• electrical wires, cables and ducts that service more than one component of Marketown; and</li> <li>• cleaning.</li> </ul> <p><u>This Shared Facility excludes:</u></p> <ul style="list-style-type: none"> <li>• costs for electrical consumption;</li> <li>• electrical wires, cables and ducts that are for the exclusive use of a Member, an Owner or an Occupier.</li> </ul>	
SF3	Kitchen Exhaust Shafts	<p>The kitchen exhaust shafts are marked on the Shared Facilities Plan. They are partly located in the residential car park and buildings and it is these parts that are the shared facility.</p> <p><u>This Shared Facility includes:</u></p> <ul style="list-style-type: none"> <li>• the kitchen exhaust system to the point of discharge; and</li> <li>• Cleaning, maintenance and repairs.</li> </ul> <p><u>This Shared Facility excludes</u> lighting costs.</p>	Retail Stratum
SF4	Insurance	<p><u>Costs for insurance include, without limitation:</u></p> <ul style="list-style-type: none"> <li>• building insurance premiums; and</li> <li>• public liability insurance; and</li> <li>• premiums under other policies effected by the Committee according to the management statement; and</li> <li>• excess on insurance policies effected by the Committee; and</li> <li>• valuations of the building for insurance purposes; and</li> <li>• insurance broker fees; and</li> <li>• other costs incurred by the Committee to effect an insurance policy or under an existing insurance policy.</li> </ul>	All members
SF5	Carpark Driveway	<p>The carpark driveway is marked on the Shared Facilities Plan. It is located on mezzanine and level 2.</p> <p><u>This Shared Facility includes:</u></p> <ul style="list-style-type: none"> <li>• line marking in the driveways and ramps;</li> <li>• signage in the driveways and ramps;</li> <li>• repair and maintenance of the roller shutter, driveways and ramps;</li> <li>• lighting costs and electricity;</li> </ul>	All members

SP93358

SF	Shared Facility	Description	Member Benefited
		<ul style="list-style-type: none"> <li>• hose taps and connected hoses; and</li> <li>• ventilation system for the area.</li> </ul>	
SF6	Fire Control Systems etc.	<p>The fire system is an integrated system located throughout Marketown generally marked on the Shared Facilities Plan.</p> <p>This Shared Facility includes, without limitation, each of the following items:</p> <ul style="list-style-type: none"> <li>• fire hydrant system, which includes all booster pumps, valves and pipe work associated with the fire hydrant system;</li> <li>• the sprinkler system including all booster pumps, valves pipe work and electrical components that form part of the fire sprinkler system;</li> <li>• fire hose reels and fire extinguishers;</li> <li>• emergency warning intercommunication system (EWIS) and fire alarm systems including speakers, alarms and associated electrical components;</li> <li>• the fire detection system including all fire, smoke and heat detectors including electrical components that form part of the fire detection system;</li> <li>• emergency lighting system including all light fittings, batteries and other components forming part of the emergency lighting system;</li> <li>• fire indicator panel and mimic panel together with their associated electrical components (including pans and ducting work);</li> <li>• ventilation system to fire control plant area;</li> <li>• retail smoke control;</li> <li>• fire control equipment; and</li> <li>• the fire stairs providing access to open space.</li> </ul> <p>The fire system also includes the cost to comply with any obligations of the Committee regarding fire safety.</p> <p>The fire system <u>does not include</u> additional fire safety equipment or services installed in Pacific Square by a Member, Owner or Occupier.</p>	All members
SF7	Level 2 and 3 Carpark	The exhaust & supply air fans for the carpark are marked on the Shared Facilities Plan.	All Members

SP93358

SF	Shared Facility	Description	Member Benefited
	Ventilation	<p>These are located on levels 2 and 3 and in exhaust shafts in Building 2.</p> <p><u>This Shared Facility includes:</u></p> <ul style="list-style-type: none"> <li>• electrical wires, cables and ducts;</li> <li>• fans;</li> <li>• motors;</li> <li>• the garage exhaust system to the point of discharge;</li> <li>• cleaning and maintenance of equipment and rooms; and</li> <li>• electricity and lighting costs.</li> </ul>	
SF8	Basement Carpark Ventilation	<p>The ventilation shafts are marked on the Shared Facilities Plan. They are partly located in the residential car park on level 3 and the podium on level 4 and it is these parts only that are the shared facility.</p> <p><u>This Shared Facility includes:</u></p> <ul style="list-style-type: none"> <li>• the ventilation system to the point of discharge or intake.</li> </ul>	Retail Stratum
SF9	Stormwater Retention and Reuse System	<p>The retention tank and related pumps are marked on the Shared Facilities Plan. They are located on basement level.</p> <p><u>The stormwater retention system include:</u></p> <ul style="list-style-type: none"> <li>• all equipment, pipes, cables and ducts ancillary to the operation of the tanks;</li> <li>• pump assemblies;</li> <li>• rainwater meter;</li> <li>• valves and piping;</li> <li>• electricity costs; and</li> <li>• cleaning.</li> </ul>	All members
SF10	Security Systems	<p>Security systems generally include all security items giving access to the Property and vehicular access into the carpark levels. In particular, security systems include:</p> <ul style="list-style-type: none"> <li>• Security Keys (and equipment for encoding Security Keys);</li> <li>• security cameras in Common Property and Shared Facilities;</li> <li>• security equipment (for example, computers, monitors) monitoring security cameras in Common Property or Shared Facilities</li> <li>• the security access card reader</li> </ul>	All members

SP93358

SF	Shared Facility	Description	Member Benefited
		located at the entrance to the carparks; <ul style="list-style-type: none"> <li>• carpark access control system including boom gates, ticket dispenser, card/ticket readers, residential visitor intercom, tickets, carpark system hardware and software programmes.</li> </ul>	
SF11	Fire Stairs	The fire stairs are marked on the Shared Facilities Plan. They are located throughout Marketown between basement P1 and the roof  The fire stairs may only be used for fire evacuation or testing purposes. <u>This includes:</u> <ul style="list-style-type: none"> <li>• cleaning;</li> <li>• maintenance</li> <li>• ventilation; and</li> <li>• lighting.</li> </ul> This also includes access to and from the fire stairs.  The electricity to the fire stairs is serviced from residential stratum lots and the relevant stratum Lot will be responsible for electricity costs.	All members
SF12	MDF Room	The main distribution frame for telecommunications is marked on the Shared Facilities Plan. It is located on the basement level.  <u>This Shared Facility includes:</u> <ul style="list-style-type: none"> <li>• all telephone equipment other than the property of the service;</li> <li>• all wiring;</li> <li>• cleaning;</li> <li>• maintenance;</li> <li>• ventilation; and</li> <li>• lighting.</li> </ul>	All members
SF13	Television Reception	The television reception is generally located on the roof of Building 1.  <u>This includes</u> all repairs and maintenance of the antenna, cabling, amplifiers, splitters and other equipment from the antenna to end of the common	All members

SP93358

SF	Shared Facility	Description	Member Benefited
		cabling.	
SF14	Strata and Facilities Management Services	<p>This include the services provided by the Strata Manager and ( if applicable ) the Facilities Manager appointed by the Committee. <u>Costs for these services include</u>, without limitation:</p> <ul style="list-style-type: none"> <li>• management fees and other fees that the Committee must pay the relevant Manager according to their agreement;</li> <li>• other costs incurred by the Committee according to its agreement with the relevant Manager;</li> <li>• audit fees incurred by the Committee; and</li> <li>• costs incurred by the Committee to maintain its records (including its financial records) according to the Statement.</li> </ul>	All members
SF15	Building Perimeter	<p>The building perimeter is located around the outside of the building, primarily along Ravenshaw and Steel St.</p> <p><u>This Shared Facility includes:</u></p> <ul style="list-style-type: none"> <li>• awnings;</li> <li>• lights;</li> <li>• exterior planted areas;</li> <li>• pedestrian pathways; and</li> <li>• cleaning and maintenance of above.</li> </ul>	All members
SF16	Hydraulic Pump Room	<p>The pump room is marked SF16 and is located on the basement level P1 and it is this part that is a shared facility.</p> <p><u>This Shared Facility includes:</u></p> <ul style="list-style-type: none"> <li>• pump assemblies;</li> <li>• valves &amp; piping;</li> <li>• electricity costs;</li> </ul>	Residential Stratum
SF 17	Façade Maintenance Anchoring System	<p>Façade maintenance anchoring system is located on the L4 podium level and around the perimeter of the building.</p> <p><u>This Shared Facility includes</u> regular certification of the anchor points and repairs and maintenance associated with the use of the anchoring system</p>	All members

**SF93358**

*Strata Management Statement*

Sheet 88 of 128

SF	Shared Facility	Description	Member Benefited
SF 18	Residential Air Conditioning Systems	<p>The air conditioning systems are located on level 3 of the building at various locations marked SF18 on the Shared Facilities Plan. The air conditioning units are either affixed to the wall of the building or suspended from the ceiling of level 3.</p> <p>This Shared Facility includes:</p> <ul style="list-style-type: none"> <li>• condenser/compressor units</li> <li>• refrigerant pipes</li> <li>• electrical wiring</li> <li>• drainage pipes</li> <li>• wall and ceiling mountings</li> <li>• cabling support trays and ducting within the Retail Stratum Lot</li> </ul>	Residential stratum
SF 19	Commercial Suite B Access way	The Access way is marked SF19 on the Shared Facilities Plan and is located on the Mezzanine level. It is also the access to a residential lift.	All members
SF 20	Utility Services	These are cables, wiring, pipes or ducting which convey stormwater, water, sewage, gas, electricity, oil, garbage, conditioned air, telephone and radio signals which are not referred to in another Shared Facility and are situated throughout the Building.	All members

SP93358

Strata Management Statement

Sheet 89 of 128

PERCENTAGE ALLOCATION

	Stratum Lot	1	2	
Code	Shared Facility	Existing Retail	Spire Apartments	Method of Cost Apportionment (eg area, usage)
SF1	Gas Meter Room	50%	50%	Based on sharing in equal proportions .
SF2	Main Switch Room	50%	50%	Based on sharing in equal proportions .
SF3	Kitchen Exhaust Shafts	100%	0%	n/a
SF4	Insurance	Replacement value	Replacement value	Based on the estimated replacement value of each stratum lot
SF5	Carpark Driveway	50%	50%	Based on the estimated usage of each stratum lot
SF6	Fire Control Systems etc	55%	45%	The relative proportion that the internal floor area of each Stratum Lot bears to the total internal floor area of Marketown/Spire Apartments
SF7	Level 2 and 3 Carpark Ventilation	60%	40%	Based on the estimated usage of each stratum lot, using car space numbers
SF8	Basement Carpark Ventilation	100%	0%	n/a
SF9	Stormwater Retention Reuse System	50%	50%	Based on the estimated usage of each stratum lot
SF10	Security System	35%	65%	Based on the estimated usage of each stratum lot and the relative proportion that the internal floor area of each Stratum Lot bears to the total internal floor area of Marketown/Spire Apartments.
SF11	Fire Stairs	50.0%	50.0%	Based on the estimated usage of each stratum

SP93358

Strata Management Statement

Sheet 90 of 128

SF12	MDF Room	50%	50%	Based on sharing in equal proportions
SF13	Television Reception	5%	95%	Based on the estimated usage of each stratum
SF14	Strata and Facilities Management Services	50%	50%	Based on the estimated usage of each stratum lot
SF15	Building Perimeter	55%	45%	Based on the estimated pedestrian usage of the shared facility by each stratum lot
SF 16	Hydraulic Pump Room	5%	95%	Based on the estimated usage of each stratum lot
SF 17	Façade Maintenance Anchoring System	50%	50%	Based on the estimated usage of each stratum lot
SF 18	Residential Air Conditioning Systems	0%	100%	N/A
SF 19	Commercial Suite B Access Way	0%	100%	N/A
SF 20	Utility Services	50%	50%	Based on the estimated usage of each stratum lot

SP93358

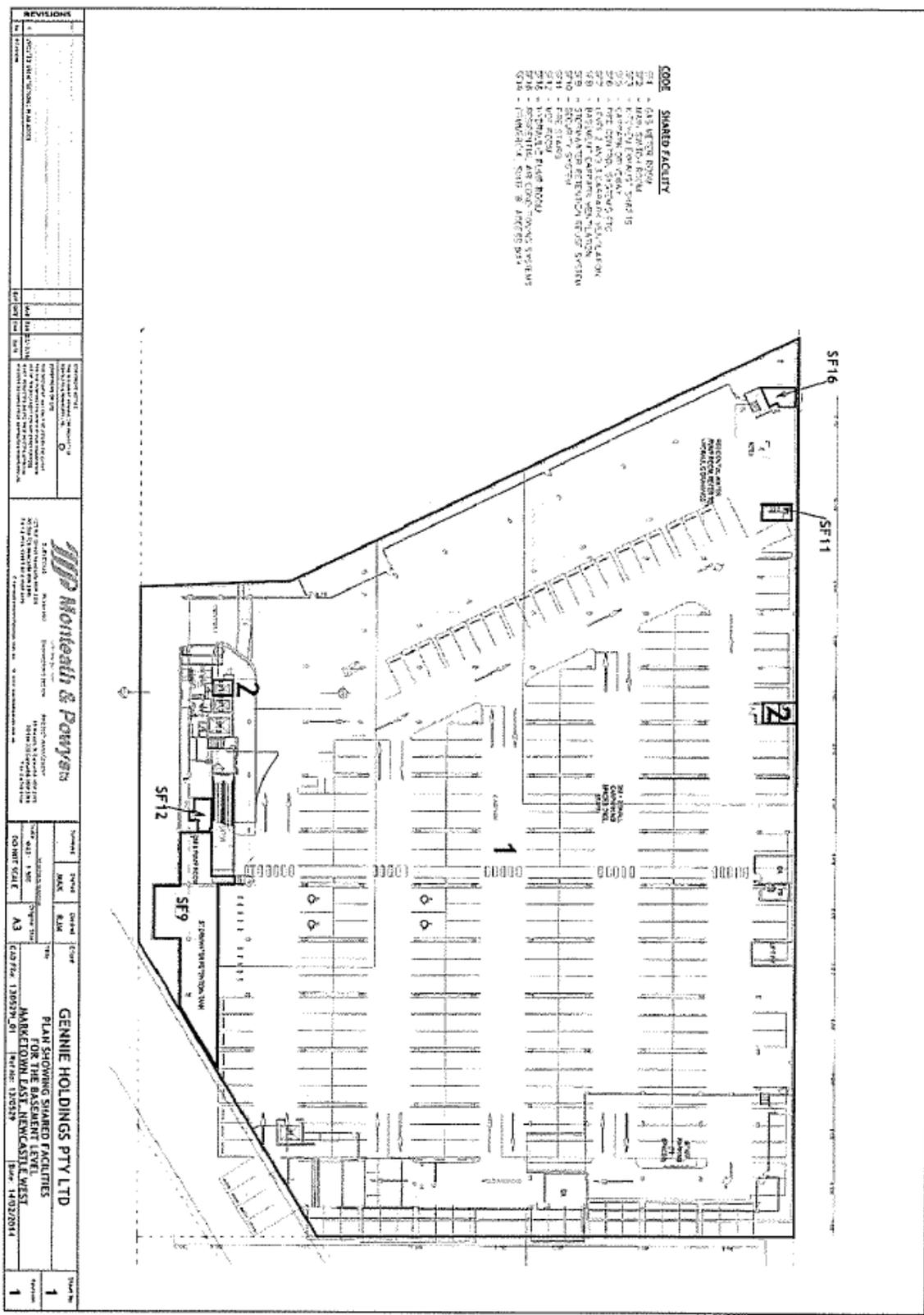
*Strata Management Statement*

Sheet 91 of 128

**SCHEDULE 2**

**SHARED FACILITIES PLAN**

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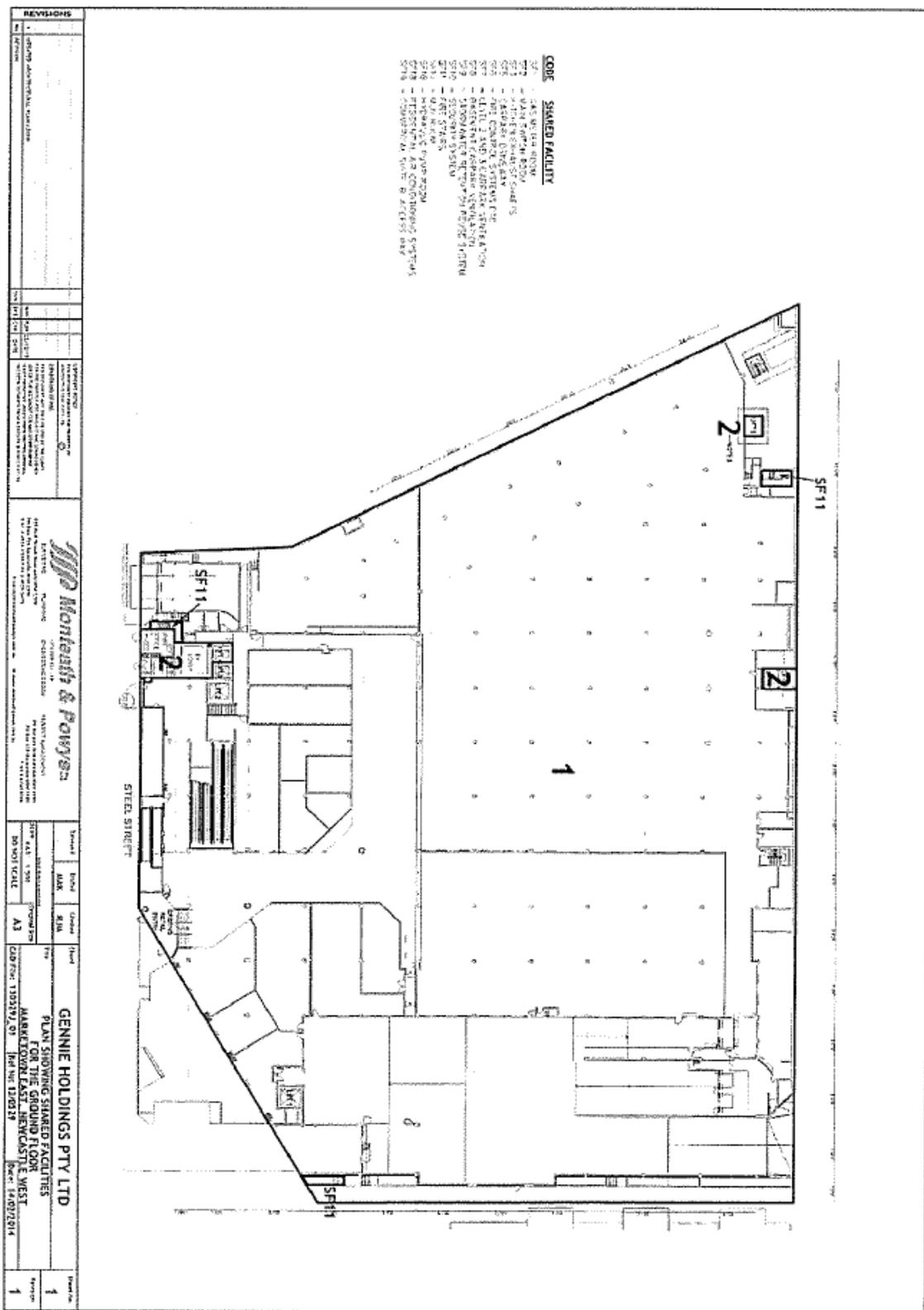
- CODE SIGNED FACILITY**
- SF1 - GAS METER ROOM
  - SF2 - BURN OFF GAS METER
  - SF3 - BURN OFF GAS METER
  - SF4 - BURN OFF GAS METER
  - SF5 - BURN OFF GAS METER
  - SF6 - BURN OFF GAS METER
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  - SF14 - BURN OFF GAS METER
  - SF15 - BURN OFF GAS METER
  - SF16 - BURN OFF GAS METER

NO.	REVISIONS	DATE	BY	CHKD	APP'D
1	ISSUED FOR TENDERS				
2	REVISED TO SHOW CHANGES				

<p><b>GENNIE HOLDINGS PTY LTD</b>                  PLAN SHOWING SIGNED FACILITIES                  FOR THE BASEMENT LEVEL                  MARKETDOWN EAST, NEWCASTLE WEST                  DATE: 14/03/2014</p>		<p>Scale: 1:100                  A3                  14/03/2014</p>
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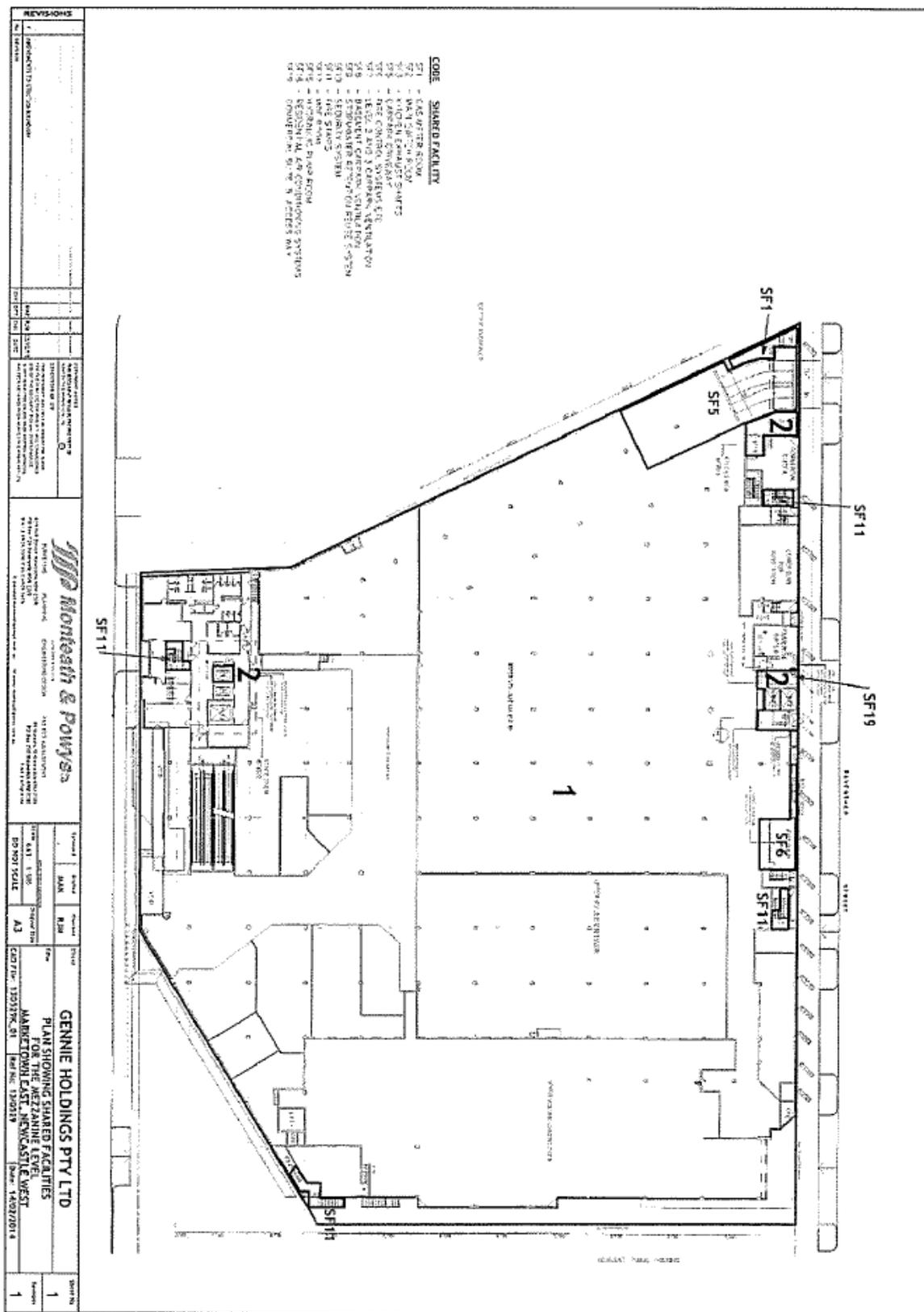
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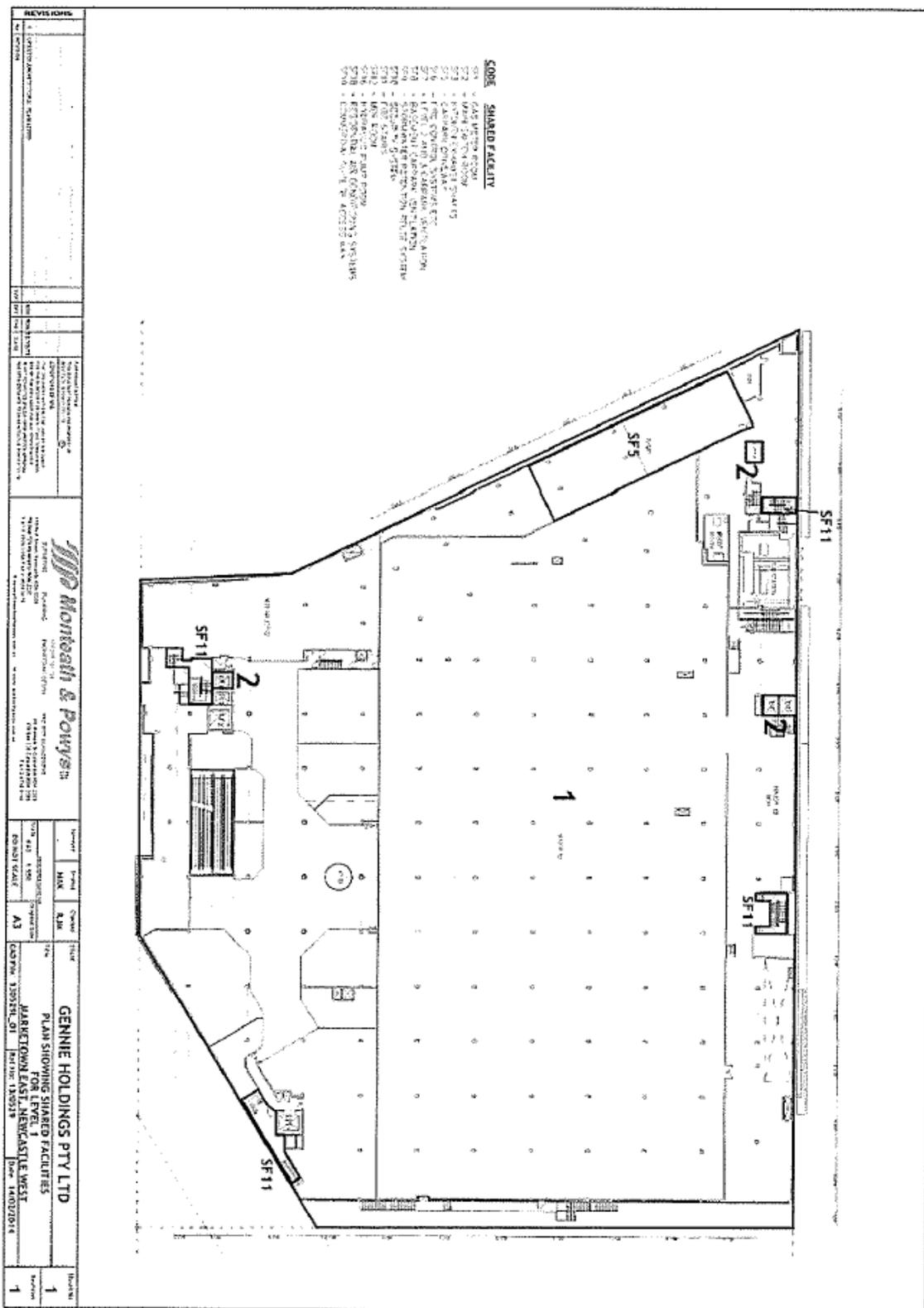
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 PLAN SHOWING SHARED FACILITIES  
 FOR THE GROUND FLOOR  
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SP93358



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**GENNIE HOLDINGS PTY LTD**

PLAN SHOWING SHARED FACILITIES FOR LEVEL 1

HARRINGTON EAST, NEWCASTLE WEST

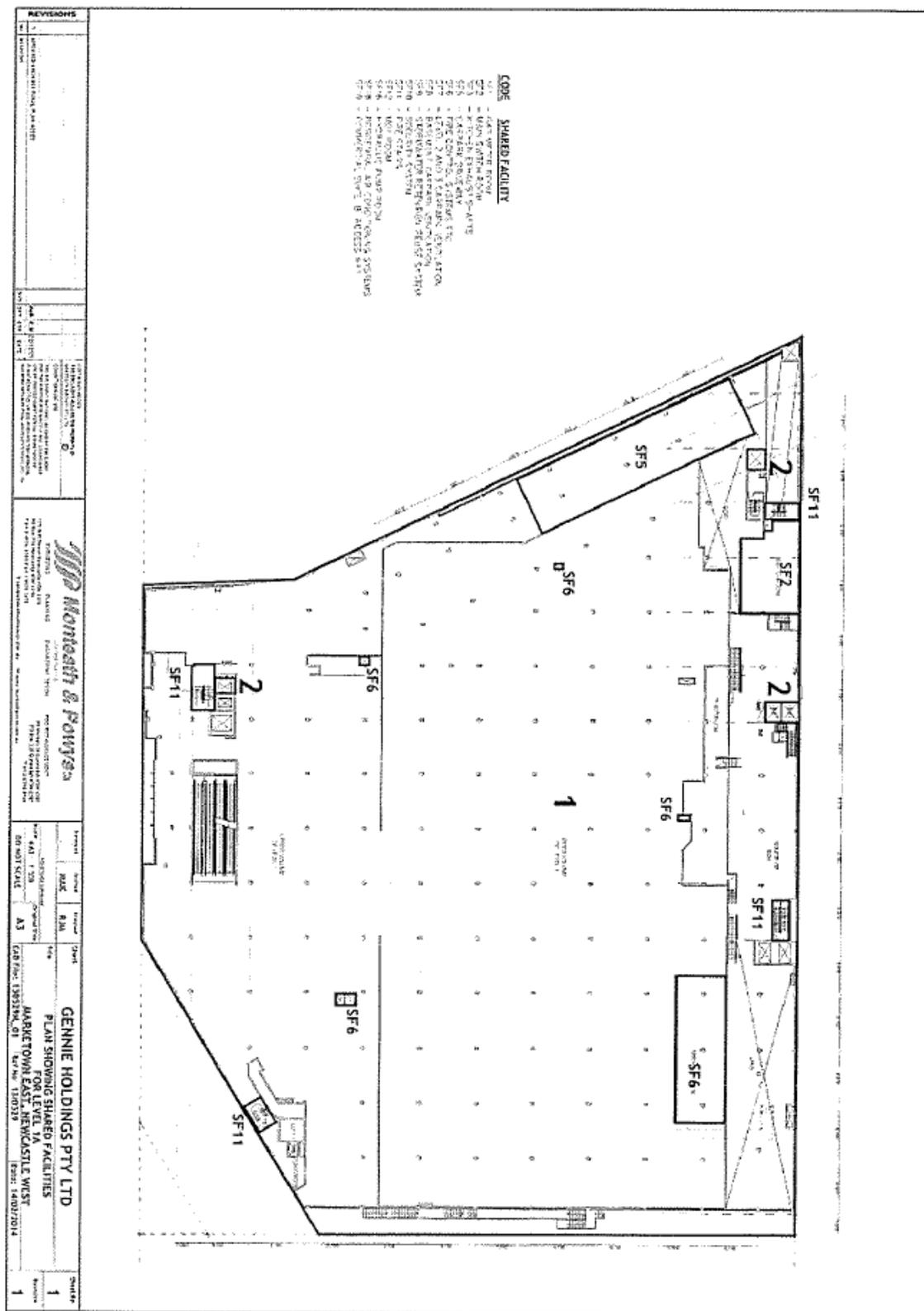
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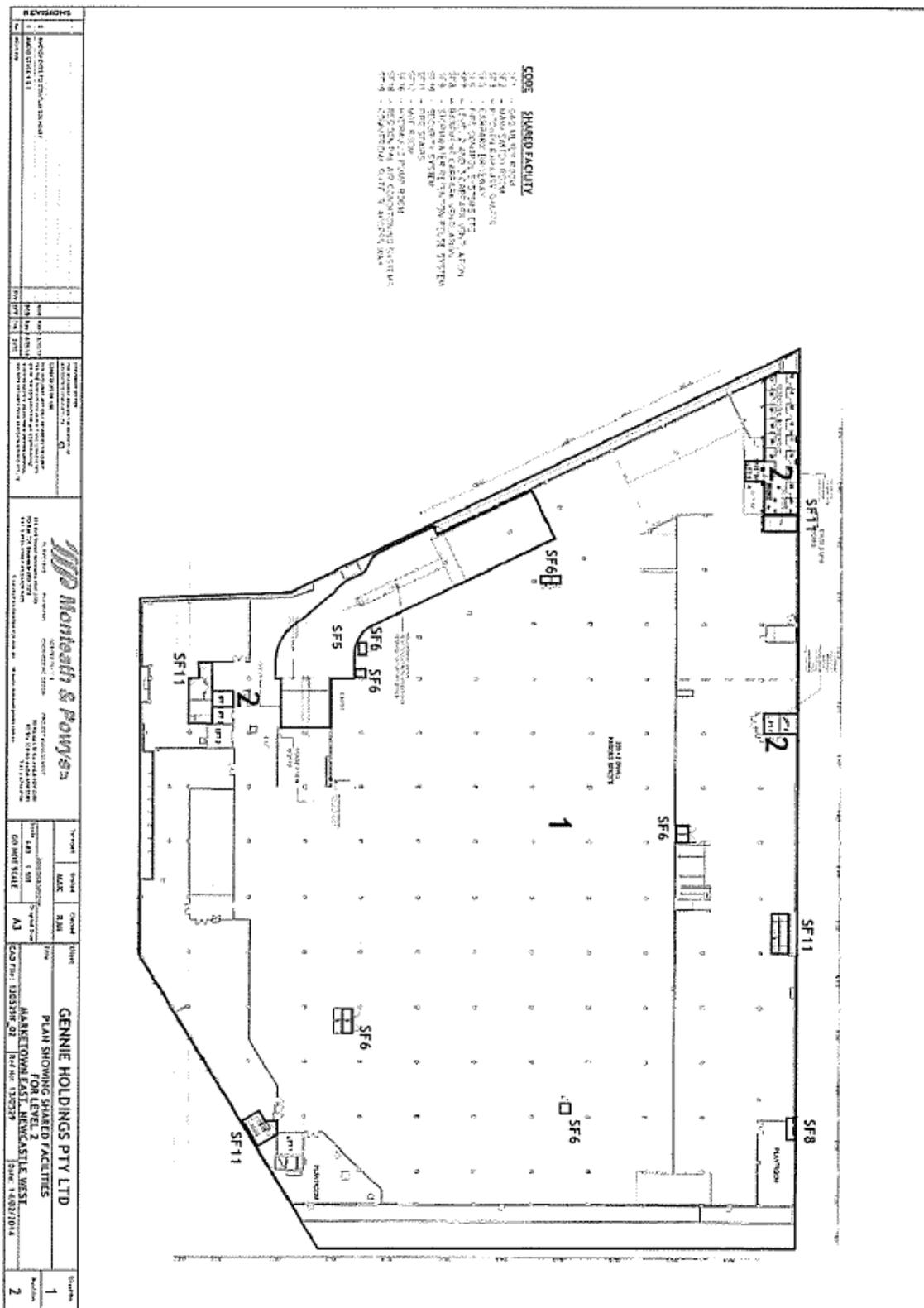
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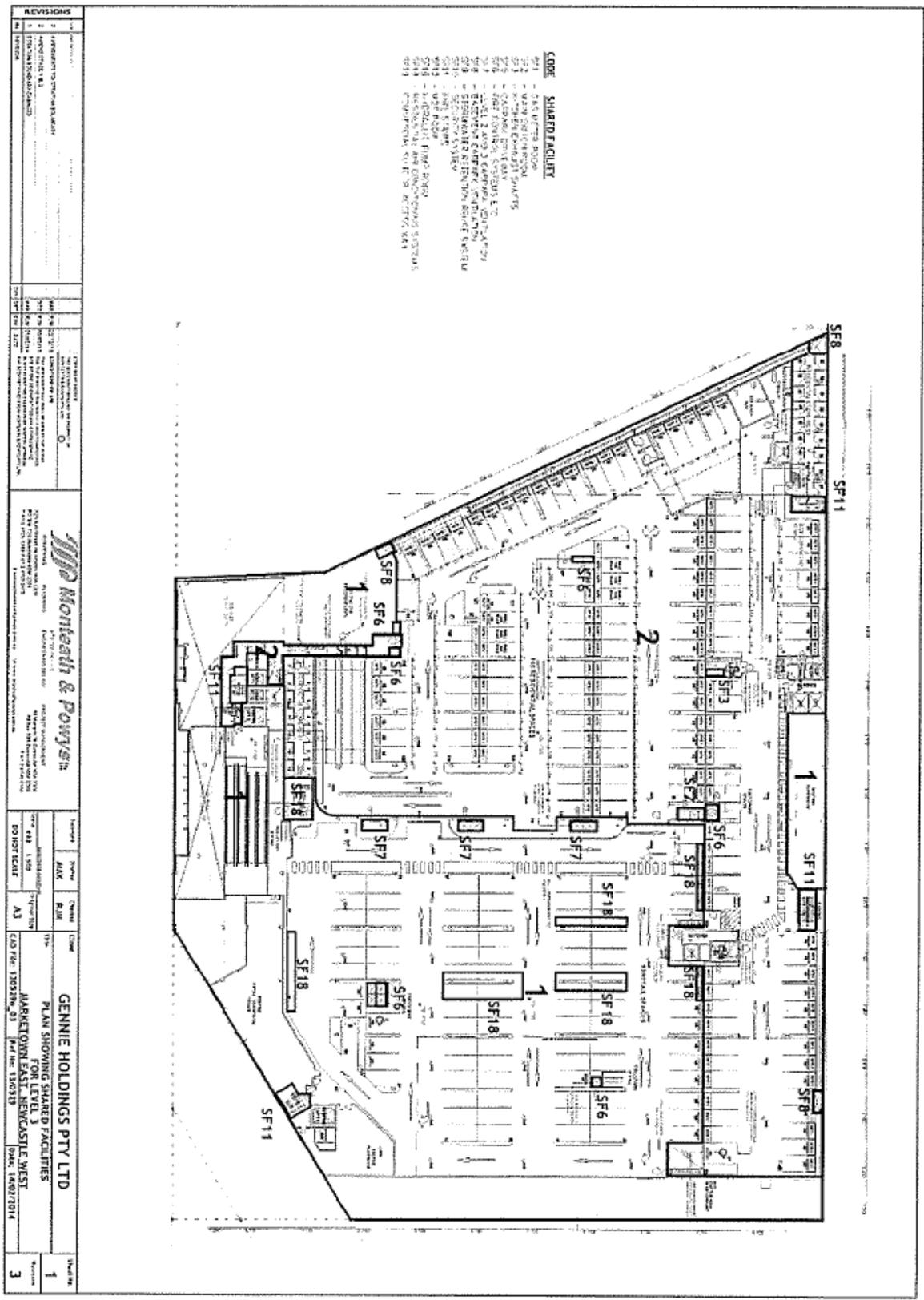
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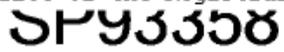
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*Strata Management Statement*

Sheet 100 of 128

**SCHEDULE 3**

**ARCHITECTURAL CODE**

# Architectural Code

## Part 1

### Introduction

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## 1 Overview

### 1.1 Why have an Architectural Code?

The primary reasons for having an Architectural Code and controlling **Building Works** (as defined in clause 16.2 hereof) and the **External Appearance** (as defined in clause 18.3 hereof) of the Development Site (referred herein as "Marketown / Spire Apartments") are:

- (a) to preserve the design integrity and architectural quality of Marketown / Spire Apartment;
- (b) to recognise the different requirements of the residential, commercial and retail components of Marketown / Spire Apartments, while having proper regard to the common interest of all Members, Owners and Occupiers;
- (c) to maintain the high aesthetic standards that make Marketown / Spire Apartments such an attractive and desirable place in which to live or operate a business; and
- (d) to uphold property values for Owners.

### 1.2 What does the Architectural Code regulate?

The Architectural Code regulates **Architectural Works** (as defined in clause 5 hereof) and **Building Works**. It contains requirements about things like:

- (a) the External Appearance of Marketown / Spire Apartments;
- (b) works which you may carry out without consent from the Committee or your Owners Corporation;
- (c) works which you may not carry out without consent from the Committee or your Owners Corporation;
- (d) acoustic requirements and noise control; and
- (e) works which you cannot carry out.

### 1.3 Disputes

The dispute resolution provisions in this management statement apply the Strata Management Statement apply to the Architectural Code and to approvals granted or refused under it.

## 1.4 Definitions

Any capitalised terms not defined in this Architectural Code, have the same meaning given to those terms in the Strata Management Statement (to which the Code forms Schedule 3) unless the context requires otherwise.

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## 2 Who must comply with the Architectural Code?

### 2.1 Members, Owners and Occupiers who must by the Architectural Code

You must comply with the Architectural Code if you are a Member, an Owner or an Occupier (except for those Members, Owners and Occupiers who are exempt under clause 26 ("Architectural Code and Carrying out works") of the Strata Management Statement).

### 2.2 Interpreting this Architectural Code

In this Architectural Code, references to a Member, Owner or Occupier mean only a Member, Owner or Occupier who is required to comply with the Architectural Code under this management statement the Strata Management Statement (unless the contrary intention is expressed).

### 2.3 The Developer

Despite anything to the contrary in the Architectural Code, the Strata Management Statement makes the Developer exempt from having to comply with the Architectural Code (For example, see clauses 14.4 and Part 10 of the the Architectural Code and clause 50.3 re Signage and Selling Activities carried out by the Developer).

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## 3 Strata Management Statement and By-Laws

### 3.1 Inconsistencies with this the Strata Management Statement

If there is an inconsistency between a clause in this the Strata Management Statement and the Architectural Code, the clause in the Strata Management Statement prevails.

### 3.2 Inconsistencies with By-Laws

If there is an inconsistency between a By-Law and the Architectural Code, the relevant Owners Corporation must amend the By-Law to make it consistent with the Architectural Code.

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## 4 Where to get more information

Contact the Strata Manager or Facilities Manager if you need information about the Architectural Code or if you are unsure about whether you need consent to carry out work.

## Part 2

### Architectural Standards and Architectural Works

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#### **5 Objectives**

##### **5.1 Architectural Standards**

The purpose of the architectural standards set out in this Architectural Code is to ensure that Members, Owners and Occupiers do not place, install or retain anything in Marketown / Spire Apartments:

- (a) which is not in conformity with the appearance of Marketown / Spire Apartments; or
- (b) which, in the opinion of the Committee acting reasonably, affects the External Appearance of Marketown / Spire Apartments.

This is achieved by setting parameters in this Architectural Code for items like window coverings, Balcony furniture and other items that are visible from outside buildings in Marketown / Spire Apartments.

##### **5.2 Architectural Works**

You must apply to the Committee for consent to carry out Architectural Works. In this Architectural Code, the term "Architectural Works" are anything:

- (a) for which this Architectural Code expressly requires you to obtain consent for;
- (b) which affect the architectural integrity of Marketown / Spire Apartments and are not deemed approved under this Architectural Code;
- (c) which otherwise changes the External Appearance of Marketown / Spire Apartments;  
or
- (d) which are not Building Works; or
- (e) referred to in clauses 6 to 15 below.

##### **5.3 Differences to the Building Standards**

The Architectural Standards are different to the Building Standards. The Architectural Standards are primarily concerned with the External Appearance of Marketown / Spire Apartments and changes that may be made to the External Appearance without affecting structures or services. For example, the Architectural Standards deal with the installation of curtains and other window coverings in an Apartment or

a Commercial Suite. The Building Standards, on the other hand, are concerned with alterations to the buildings, structures and services.

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## **6 General requirements**

### **6.1 Owners Corporations**

An Owners Corporation must obtain consent from the Committee to place, install or retain anything in its Common Property:

- (a) that is not in conformity with the External Appearance of Marketown / Spire Apartment; or
- (b) that, in the opinion of the Committee acting reasonably, affects the External Appearance of Marketown / Spire Apartments.

### **6.2 Apartments**

If you are the Owner or Occupier of an Apartment , you must not place, install or retain anything on your Balcony or in a part of your Apartment or visible from the outside of your Strata Scheme:

- (a) that is not in conformity with the Architectural Code; or
- (b) that, in the opinion of the Committee acting reasonably, affects the External Appearance of Marketown / Spire Apartments.

### **6.3 Powers of the Committee**

The Committee has the power to require you or your Owners Corporation to remove an item you have placed, installed or retained that alters the appearance of Marketown / Spire Apartments if, in the opinion of the Committee acting reasonably, the item:

- (a) is not in conformity with the Architectural Code; or
- (b) is not in conformity with the External Appearance of Marketown / Spire Apartments; or
- (c) affects the External Appearance of Marketown / Spire Apartments.

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## **7 Window coverings and blinds**

### **7.1 The need for a co-ordinated approach**

The Committee must adopt a co-ordinated approach to the installation of curtain linings or any treatment to the insides of windows and doors, particularly in Apartments.

### **7.2 Curtains, blinds and other window coverings in Apartments**

If you are the Owner or Occupier of an Apartment, you:

- (a) may install curtains, blinds, louvres, shutters and other window and door treatments on or in your Apartment

provided they have an appearance from outside the Apartment that is cream or off-white; and

- (b) must have consent from the Committee to place, install or retain curtains, blinds, louvres, shutters and window and door treatments other than those specified in clause 7.2(a).

Curtain linings or sheers are an acceptable method of achieving this (provided they comply with the colours in this clause 7.2(a)).

### **7.3 Not Used**

### **7.4 Curtains, blinds and other window coverings in Common Property**

If you are an Owners Corporation:

- (a) you may install curtains, blinds, louvres, shutters and other window and door treatments in the Common Property of your Strata Scheme provided they have an appearance from outside the Strata Scheme which is cream or off-white; and
- (b) you must have consent from the Committee to place, install or retain curtains, blinds, louvres, shutters and window and door treatments other than those specified in clause 7.4(a).

### **7.5 Sun shades**

You must have consent from the Committee to install a sun shade, sun blind, awning or other sun shading device:

- (a) in your Apartment; or
- (b) if you are an Owners Corporation, in your Strata Scheme.

### **7.6 Window treatments**

You must have consent from the Committee to place solar film or similar treatments on the internal or external surface of glass windows or doors:

- (a) in your Apartment; or
- (b) if you are an Owners Corporation, in your Strata Scheme.

Any window treatment to your glass windows or doors must be maintained in good condition.

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## **8 Balcony furniture and landscaping & Barbeques**

### **8.1 Using Balcony furniture**

You do not need consent from the Committee to keep outdoor furniture on the Balcony of your Apartment provided that the outdoor furniture:

- (a) is of a high quality and finish, commensurate with the quality of

Marketown / Spire Apartments; and

- (b) is in keeping with the appearance of Marketown / Spire Apartments.

**8.2 Fixing items to a Balcony**

You must have consent from the Committee to fix furniture, decorative objects or any other items to the Balcony of your Apartment.

**8.3 Maintaining outdoor furniture**

You must:

- (a) properly maintain furniture on the Balcony of your Apartment; and
- (b) ensure that the furniture is clean and tidy at all times.

**8.4 Landscaping on Balconies**

You do not need consent from the Committee to keep landscaping on the Balcony of your Apartment provided that all elements of the landscaping (eg planter boxes and plants):

- (a) are of a high quality and finish, commensurate with the quality of Marketown / Spire Apartments; and
- (b) are in keeping with the appearance of Marketown / Spire Apartments.

However, you must not fix brackets, hangers, shelves or trellis type structures (or similar fixtures) on the Balcony of your Apartment or Commercial Suite unless you have consent from the Committee.

**8.5 Maintaining landscaping**

You must:

- (a) regularly maintain landscaping on the Balcony of your Apartment;
- (b) ensure that the landscaping is kept neat and tidy at all times;
- (c) ensure that no landscaping hangs or grows over the edge of the Balcony; and
- (d) when you water landscaping on the Balcony, ensure that:
  - (i) no water enters another part of Marketown / Spire Apartments; and

- (ii) no damage is caused to another part of Marketown / Spire Apartments.

**8.6 Removing Balcony furniture and landscaping**

You must immediately remove furniture from the Balcony of your Apartment or Commercial Suite if:

- (a) you do not comply with your obligations under this clause 8.6; or
- (b) the furniture has or may cause damage to another part of Marketown / Spire Apartment.

**8.7 Barbecues**

You may store and operate a portable barbeque on the Balcony of your Apartment if:

- (a) it is a type permitted under this clause 8.7; and
- (b) it will not (or is not likely to) cause damage; and
- (c) it is not (or is not likely to become) dangerous; and
- (d) you keep it covered when your are not operating it; and
- (e) you keep it clean and tidy; and
- (f) you operate such portable barbeque only during the hours of 9:00 am and 9:00 pm (or during other hours approved by the Committee);and
- (g) you comply with this clause 8.7.

The types of portable barbecues permitted under this clause 8.7 are:

- (a) a covered kettle style portable barbeque; or
- (b) a covered natural gas or electric portable barbeque; or
- (c) any other type approved by the Committee.

Solid fuel burning barbecues and barbecues that operate by using LPG gas cylinders are prohibited. If you use a portable barbecue on the Balcony of your Apartment, you must not create smoke, odours or noise which interfere unreasonably with another Owner or Occupier.

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**9 Colour schemes and paint work**

**9.1 Your obligations**

- (a) You must have consent from the Committee to change the colour or surface of any wall, window, door, floor, ceiling or other surface or item in your Apartment or Common Property if

the proposed colour or surface changes or is not in keeping with the External Appearance of Marketown / Spire Apartments.

(b) Not Used.

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## **10 External lighting**

### **10.1 Your obligations**

You must have consent from the Committee to change the existing exterior lighting in your Apartment or Common Property.

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## **11 Retail Areas**

### **11.1 Approval of Main Retail Owner**

Any changes to the appearance of, or applications to affix anything to, Shared Facilities which are located in Lot 1 Stratum Lot for Existing Retail or any other Shared Facilities or areas of Common Property which provide egress and ingress to and from the Lot 1 Stratum Lot for Existing Retail must have the approval of the Committee generally and the Lot 1 Stratum Lot for Existing Retail Owner.

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## **12 External finishes**

### **12.1 Your obligations**

Subject to clause 13 ("Commercial Shared Facilities"), you must have consent from the Committee and the Consent Authority to change the existing exterior balustrade, flooring or fittings in your Apartment or Common Property.

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## **13 Commercial Shared Facilities**

### **13.1 Need for an integrated approach**

Some Shared Facilities have a significant impact on the overall appearance and presentation of the business and other activities carried out in Lot 1 Stratum Lot for Existing Retail. The Committee acknowledges that the Lot 1 Stratum Lot for Existing Retail Owner has a particular interest in preserving the design integrity and architectural quality of points of access for visitors to and customers of their Lot. Accordingly, additional rights and controls have been adopted in relation to the Shared Facilities as set out in the Strata Management Statement in relation to Shared Facilities.

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## **14 Signage**

### **14.1 Signs in Apartments**

If you are the Owner or Occupier of an Apartment, you must not erect a sign in your Apartment or on Common Property.

#### **14.2 Signs on Common Property**

An Owners Corporation must have consent from the Committee to erect a sign on Common Property (other than a Strata Scheme notice board as required under the Management Act).

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### **15 Air conditioning for Apartments**

#### **15.1 Air conditioning on Balconies**

You may install a split system air conditioner on your Balcony provided that all elements of the external packaged unit for the air conditioner:

- (a) are installed within a form of acoustic enclosure which does not extend above the height of the balustrade of the Balcony;
- (b) are mounted on the floor of the Balcony; and
- (c) comply with any Standing Approval issued by the Committee in relation to located, type and acoustic standards relevant to residential split system air conditioners from time to time.

If no Standing Approval is in force, you must obtain the prior consent of the Committee and your Owners Corporation before you install the air conditioning unit.

#### **15.2 Consent from the Owners Corporation**

In addition to your obligations in clause 15.1, you must obtain the consent of your Owners Corporation if required under the By-Laws for your Strata Scheme before carrying out any works to Common Property to enable you to install a split system air conditioner, and comply with the requirements of the By-Laws when doing so.

## Part 3 Building Standards and Building Works

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### 16 Objectives

#### 16.1 Building Standards

The building standards set out in this Architectural Code are designed to maintain the architectural, structural and fire integrity of Markettown / Spire Apartments. The purposes of these building standards are:

- (a) to maintain the External Appearance of Markettown / Spire Apartments;
- (b) to ensure that Building Works are co-ordinated and consistent throughout Markettown / Spire Apartments; and
- (c) to prevent damage to structures and services in Markettown / Spire Apartments.

#### 16.2 When do you need consent to carry out work?

You must apply to the Committee or, where applicable, your Owners Corporation for consent to carry out Building Works. For the purposes of this Architectural Code "Building Works" are all works that affect Shared Facilities, Common Property or an Apartment:

- (a) that are not deemed approved under this Part 3;
- (b) that affect the External Appearance of Markettown / Spire Apartments;
- (c) that the building standards in this Part 3 require you to obtain consent; or
- (d) that are not Architectural Works.

#### 16.3 Types of Building Works

There are three types of Building Works that regulate works may be carried out in Markettown / Spire Apartments. They are:

- (a) Common Property Building Works. See clause 17 ("Common Property Building Works");
- (b) External Appearance Building Works. See clause 18 ("External Appearance Building Works"); and

- (c) Shared Facility Building Works. See clause 19 ("Shared Facilities Building Works").

#### 16.4 Who grants consent?

The consent that you must have before you carry out Building Works depends on the type of work you propose to do. In summary, you must have consent from:

- (a) your Owners Corporation (if applicable) to carry out Common Property Building Works;
- (b) the Committee to carry out External Appearance Building Works; and
- (c) the Committee to carry out Shared Facility Building Works.

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## 17 Common Property Building Works

### 17.1 Definition

Subject to this clause 17, "**Common Property Building Works**" are all works in an Apartment or Common Property that affect Common Property building structures or services in a Strata Scheme. Common Property Building Works do not include works that are External Appearance Building Works or works that are Shared Facilities Building Works.

### 17.2 What is Common Property?

Common Property in a Strata Scheme includes:

- (a) the boundaries of an Apartment;
- (b) common areas in the Strata Scheme, such as corridors and walkways which are generally accessible to Owners and Occupiers in the Strata Scheme.

For the purposes of the Architectural Code, Common Property does not include Shared Facilities or other items which, if altered, would affect the External Appearance of Marketown / Spire Apartments. As these items affect all of Marketown / Spire Apartments, the Committee will control alterations to them under this part of the Architectural Code.

### 17.3 Common Property in an Apartment

The Common Property boundaries of an Apartment are usually the boundary walls (eg a wall between two Apartments), the floor and the ceiling of the Apartment. Important points to note in this regard are:

- (a) the door onto the Balcony of an Apartment will generally be Common Property; and
- (b) a "wall" includes a window or door in the wall.

#### 17.4 When is consent necessary?

Subject to clause 17.5 ("When is consent not necessary?"), you must obtain consent from your Owners Corporation before you carry out Common Property Building Works. Examples of when you will require consent are where you propose to:

- (a) alter the existing materials in the floor of your Apartment or;
- (b) install a security system in your Apartment if any part of the system will be located in or attached to Common Property (eg in the ceiling of your Apartment); or
- (c) relocate or install new pipes, wires, cables or ducts in the boundary walls, floor or ceiling of your Apartment.

#### 17.5 When is consent not necessary?

You do not need consent from your Owners Corporation or the Committee to carry out Common Property Building Works if the proposed works are:

- (a) minor fit out works inside your Apartment; or
- (b) works or alterations to the interior of Common Property walls enclosing your Apartment (eg hanging pictures or attaching items to a Common Property wall).

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## 18 External Appearance Building Works

### 18.1 Your obligations

You must obtain consent from the Committee before you carry out External Appearance Building Works.

### 18.2 Definition

Subject to this clause 18.2, "**External Appearance Building Works**" are all works in Common Property, Shared Facilities or an Apartment that affect (or will affect) the External Appearance of Marketown / Spire Apartments. External Appearance Building Works do not include works which are Common Property Building Works or Shared Facilities Building Works.

### 18.3 What is the External Appearance?

For the purposes of this Architectural Code, the term "**External Appearance**" of Marketown / Spire Apartments is the appearance of any external surface of a Strata Scheme, an Apartment or Lot 1 Stratum Lot for Existing Retail that is visible from outside the Strata Scheme, Apartment or Lot 1 Stratum Lot for Existing Retail .

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## 19 Shared Facilities Building Works

### 19.1 Your obligations

You must obtain consent from the Committee before you carry out Shared Facilities Building Works (see clause 19.2 for definition).

### 19.2 Definition

Subject to this clause 19.2, "Shared Facilities Building Works" are:

- (a) all works that affect Shared Facilities;
- (b) works in an Apartment that affect another component of Marketown / Spire Apartments; and
- (c) works in Common Property that affect another component in Marketown / Spire Apartment.

Shared Facilities Building Works do not include works that are Common Property Building Works or External Appearance Building Works.

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## 20 Installing security devices

### 20.1 When is consent necessary?

Subject to this clause 20.1, you must have consent from the Committee to install security devices including, without limitation, security doors or windows, screens grilles, alarms or locks.

### 20.2 Security doors and windows

Subject to this clause 20.2 and 20.3, the Committee will generally consent to an application to install a security door or window in an Apartment or Common Property if:

- (a) the door or window is finished in:
  - (i) a colour that matches the existing door or window frame; or
  - (ii) a cream or off white colour for an Apartment; and
- (b) the security door or window matches the full size of the existing door or window and does not detract from or dominate the existing detail.

The Committee will generally not consent to the installation of a security door to the entry door to an Apartment.

### 20.3 Window Safety Device

- (a) Subject to clause 5.3(b), you do not need to obtain the consent of the Committee to install a complying Window Safety Device on your window in your Lot in compliance with section 64A of the Management Act provided that such installation is in accordance with the Management Act and all Laws.

- (b) If you install a Window Safety Device under this clause 20.3, you must:
  - (i) repair any damage caused to any part of the Common Property by the installation of the device; and
  - (ii) ensure that the device is installed in a competent and proper manner and has an appearance, after it has been installed, in keeping with the appearance of the Development Site.

#### 20.4 Alarms

You may install a security alarm in your Apartment, Commercial Suite or Common Property without consent from the Committee or your Owners Corporation if:

- (a) the alarm is a "back to base" facility;
- (b) the alarm is silent;
- (c) the alarm does not have flashing lights;
- (d) the installation is not attached to or does not interfere with Common Property (eg is not attached to the ceiling of the Balcony of your Apartment); and
- (e) the installation is not attached to or does not interfere with a Shared Facility.

#### 20.4 Obtaining consent to install an alarm

If the installation of a security alarm is attached to or interferes with:

- (a) Common Property in your Strata Scheme, you must have consent from your Owners Corporation before you install the alarm; or
- (b) a Shared Facility, you must obtain consent from the Committee before you install the alarm.

#### 20.5 Other security devices

You must have consent from the Committee to install any type of security device not contemplated by this clause 20.5. The Committee will generally consent to the installation of other security devices if:

- (a) the device is in keeping with the appearance of Marketown / Spire Apartments; and
- (b) the device is not likely to cause a nuisance to or interfere with the enjoyment of Members, Owners or Occupiers.

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#### 21 Not Used.

**SP93358**

Strata Management Statement

Sheet 115 of 128

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## **22 Some prohibitions**

You must not:

- (a) install a solid fuel burning appliance in Markettown / Spire Apartments;
- (b) install a mounted air conditioning unit on Common Property;
- (c) enclose the Balcony of an Apartment;
- (d) hang clothes, laundry, bedding or similar items on your Balcony or in any area that is visible from outside a component in Markettown / Spire Apartments; or
- (e) attach or hang an aerial, security device or wires outside a component in Markettown / Spire Apartments.

## Part 4 Acoustic Standards

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### **23 Objectives**

#### **23.1 Acoustic Standards**

The purpose of the Acoustic Standards is to maintain acceptable levels and duration of noise transmission between the various components of Marketown / Spire Apartments.

#### **23.2 Your obligations**

It is important that you attempt to minimise noise you create which might interfere with your neighbours. To achieve this, the Acoustic Standards provide controls about important issues like holding parties and playing musical instruments.

#### **23.3 How do the Acoustic Standards work?**

The requirements in the Acoustic Standards are at all times subject to any nuisance or interference which may be generated by particular activities. For example, under clause 24.4 ("Playing musical instruments") you may practice or play musical instruments between certain hours. However, you must not play a particular type of instrument or play the instrument at any time if this will unreasonably interfere with another Owner or Occupier.

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### **24 General requirements**

#### **24.1 Noise which affects your neighbours**

Subject to the Acoustic Standards, you must not make noise which might unreasonably interfere with the use and enjoyment by another Member, Owner or Occupier of their Apartment or Common Property.

#### **24.2 Equipment and machinery**

You must ensure that equipment and machinery in your Apartment or Common Property does not cause vibrations or noise in another part of Marketown / Spire Apartments (eg tread mills, weight machines or washing machines).

#### **24.3 Using power tools**

Subject to any conditions which apply when you carry out Building Works, you may use power tools (eg impact drills, electric saws or angle grinders) only between the hours of 7.30 am to 5.30 pm Mondays to Fridays and 9.00 am to 3.00 pm on Saturdays. You must not use power tools on Sundays or public holidays in New South Wales.

#### **24.4 Playing musical instruments**

Subject to the Acoustic Standards, you may play or rehearse on musical instruments (other than percussion instruments) only between 9.00 am to 8.00 pm. You must not play or rehearse on percussion instruments.

#### **24.5 Playing music**

Subject to the Architectural Standards ("Objectives") and this clause 24.5, you must not play live or other music that exceeds 65dB(A) at the boundary of your Strata Scheme after 11.00 pm (or another hour reasonably determined by the Committee).

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### **25 Inside your Apartment**

#### **25.1 General requirements**

You must not:

- (a) carry out exercises in your Apartment that result in rapid foot impact on the floor (eg aerobics or running on the spot) if this causes noise or vibrations in adjoining Apartments; or
- (b) unnecessarily create noise or vibration by knocking or banging against walls separating your Apartment from another Apartment.

#### **25.2 Obligations for floor coverings in By-Laws**

The By-Laws for your Strata Scheme require you to cover or treat the floors in your Apartment to stop noise transmission which disturbs other Owners and Occupiers.

## Part 5

### The approval process and carrying out work

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## 26 Application process

### 26.1 Making an application

The Committee may, either generally or in specific cases, specify the plans, drawings and other documents which an applicant must submit with their application under the Architectural Code.

### 26.2 What information must you include in your application?

If you make an application under the Architectural Code, the application must:

- (a) be in writing;
- (b) include the plans, drawings and other documents specified by the Committee according to this clause 26.2 for the type of works for which you are seeking approval; and
- (c) include enough information to give the Committee and an Owners Corporation enough information to make a decision about your application.

However, the Committee or an Owners Corporation may:

- (d) require you to submit additional plans, diagrams or other information which it has not specified according to clause 26.2 to assist in the decision making process; and
- (e) waive the requirements it makes under clause 26.2 about the plans, diagrams and other information which you must submit with your application.

### 26.3 Lodging your application

You must address your application to the Strata Manager or the strata manager of your Owners Corporation (depending on who must give consent to the application).

### 26.4 Discretion

Subject to any Standing Approvals, the Committee and an Owners Corporation may act in their absolute discretion when they make decisions about applications. They are not bound by their past decisions.

**26.5 Appointing consultants**

The Committee and an Owners Corporation may appoint consultants to review and make recommendations about applications to it under the Architectural Code (eg an architect or engineer for applications affecting the External Appearance of Marketown / Spire Apartments).

**26.6 Appointing an expert**

(a) Any application to carry out Architectural Works which involves works which will (or is likely to):

(i) impact on the appearance of areas used by visitors and customers of Lot 1 Stratum for Existing Retail; or

(ii) impact on the appearance of accessways for visitors and customers moving into and out of Lot 1 Stratum for Existing Retail; or

(iii) impact on the External Appearance of Marketown / Spire Apartments as viewed by visitors and customers entering and exiting Marketown / Spire Apartments ; or

and the Lot 1 Stratum for Existing Retail Owner either does not approve of the application or votes against the Committee granting approval to the application at a Meeting or Emergency Meeting, the Committee must refer the application for expert determination.

(b) Any expert determination under this clause will proceed in accordance with Part 12 ("Dispute Resolution") of the Strata Management Statement except that:

(i) the expert must have requisite expertise in retail operations, design or architecture to act as an expert and review and make a determination about the application;

(ii) the expert to be appointed must be approved by the Lot 1 Stratum for Existing Retail Owner.

**26.7 Paying the costs for a consultant**

The Committee or an Owners Corporation may require an applicant to pay the reasonable costs of consultants they appoint under this clause 26.

**26.8 Time frame for making a decision**

Subject to this clause 26, the Committee or an Owners Corporation must review and make a decision about an application within one month after receiving the application (or another period agreed between the parties).

**26.9 Time frame for making a decision where a consultant has been appointed**

If the Committee or an Owners Corporation appoint a consultant to review and make recommendations about an application, the Committee or Owners Corporation must make a decision about the application within one month after the consultant makes a recommendation to the Committee or the Owners Corporation (or another period agreed between the parties).

**26.10 Notifying the applicant of a decision**

The Committee and an Owners Corporation must immediately advise you in writing when they have made a decision about your application. The advice must:

- (a) clearly describe any conditions which attach to the approval; and
- (b) if the application is not approved, explain in detail the reasons for the decision.

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**27 Approval process**

**27.1 Standing Approvals by the Committee**

The Committee has the power to make Standing Approvals to approve certain works or actions under the Architectural Code.

**27.2 Standing approvals by an Owners Corporation**

An Owners Corporation has the power to make Standing Approvals to approve certain works to Common Property in its Strata Scheme if the works are Common Property Building Works.

**27.3 Conditional approvals**

The Committee and an Owners Corporation may make conditions if they approve an application. The conditions may include, without limitation:

- (a) a reasonable time frame in which the works must be completed;
- (b) the hours and days during which the works must be carried out; and
- (c) methods of accessing Marketown / Spire Apartments to carry out the works.

**27.4 Revoking approval**

The Committee and an Owners Corporation may revoke their approval if an applicant you does not comply with the conditions for the approval.

**27.5 Approvals from Council and Government Agencies**

You must obtain all necessary approvals from Council and relevant Government Agencies before you carry out any works under the Architectural Code. This includes works for which the Committee or an Owners Corporation has created a Standing Approval.

**27.6 When can you apply for consent from Council?**

Subject to this clause 27, you may apply for approval from Council or a Government Agency to carry out works under the Architectural Code only after you have obtained approval from the Committee and your Owners Corporation (as appropriate).

**27.7 Approving applications to Council and Government Agencies**

You must not unreasonably refuse to approve or sign an application to Council or a Government Agency if the works contemplated in the application have been approved by the Committee.

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**28 Additional obligations for Owners Corporation**

**28.1 Notice of approvals**

An Owners Corporation must promptly:

- (a) advise the Committee in writing when it grants consent to an Owner or Occupier to carry out works under its By-Laws or the Architectural Code; and
- (b) provide the Committee with a copy of the application by the Owner or Occupier to carry out works and the consent given by the Owners Corporation.

**28.2 Notice of works on Common Property**

An Owners Corporation must promptly:

- (a) advise the Committee in writing when the Owners Corporation carries out works in its Common Property (which are not the subject of an application under the Architectural Code); and
- (b) provide the Committee with details of the works carried out.

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## **29 Procedures for carrying out work**

### **29.1 Procedures before you carry out work**

Before you carry out works under the Architectural Code, you must:

- (a) arrange with the Committee and, where appropriate, your Owners Corporation a suitable time and means by which to access the area in which you will carry out the work;
- (b) comply with the reasonable requirements of the Committee and your Owners Corporation about the time and means by which you must access Marketown / Spire Apartments to carry out the work; and
- (c) ensure that contractors and any other persons involved in carrying out the work comply with the reasonable requirements of the Committee and your Owners Corporation about the times and means by which they must access Marketown / Spire Apartments to carry out the work.

### **29.2 Procedures when you carry out work**

When you carry out work under the Architectural Code, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Committee or your Owners Corporation;
- (b) carry out the work in a proper manner and to the reasonable satisfaction of the Committee and, where appropriate, your Owners Corporation;
- (c) regularly remove debris and leave all areas of Shared Facilities and Common Property clean and tidy for all periods during which you carry out the work;
- (d) repair damage you (or persons carrying out the work on your behalf) cause to Shared Facilities, Common Property or the property of a Member, Owner or Occupier.

SP93358

Strata Management Statement

Sheet 123 of 128

**SCHEDULE 4**

**APPOINTMENT FORM**

**APPOINTMENT OF REPRESENTATIVES**

This form is for use by Members of the Committee who wish to appoint a new or replacement Representative or Substitute Representative. See clause 15 of the management statement for further information.

**Note: A Representative must be a natural person.**

Date:	
Your Name:	
Strata Scheme:	

**PART A- NEW REPRESENTATIVE**

*Complete this Part if you have **not previously appointed** a Representative*

Name of your Representative:	
Address of Representative:	
Telephone number of Representative:	
Facsimile number of Representative:	
Email address of Representative:	
Do you authorise your Representative to appoint a proxy to vote for you at Meeting and Emergency Meetings of the Committee?	

**PART B- REPLACEMENT REPRESENTATIVE**

*Complete this Part if you have **previously appointed** a Representative and you wish to appoint a new Representative. Once the Committee receives this completed Part B of this form, the appointment of your previous Representative is terminated and the below named new Representative is appointed.*

Name of your current Representative:	
Name of your new Representative:	
Address of new Representative:	
Telephone number of new Representative:	
Facsimile number of new Representative:	
Email address of new Representative:	
Do you authorise your new Representative to appoint a proxy to vote for you at Meeting and Emergency Meetings of the Committee?	

SP93358

**PART C- NEW SUBSTITUTE REPRESENTATIVE**

*Complete this Part if you have previously appointed a Substitute Representative.*

Name of your Substitute Representative:	
Address of Substitute Representative:	
Telephone number of Substitute Representative:	
Facsimile number of Substitute Representative:	
Email address of Substitute Representative:	
Do you authorise your Substitute Representative to appoint a proxy to vote for you at Meeting and Emergency Meetings of the Committee?	

**PART D- REPLACEMENT SUBSTITUTE REPRESENTATIVE**

*Complete this Part if you have previously appointed a Substitute Representative and you wish to appoint a new Substitute Representative. Once the Committee receives this completed Part D of this form, the appointment of your previous Substitute Representative is terminated and the below named new Substitute Representative is appointed.*

Name of your current Substitute Representative:	
Name of your new Substitute Representative:	
Address of new Substitute Representative:	
Telephone number of new Substitute Representative:	
Facsimile number of new Substitute Representative:	
Email address of new Substitute Representative:	
Do you authorise your new Substitute Representative to appoint a proxy to vote for you at Meeting and Emergency Meetings of the Committee?	

Date:

.....  
Signature of Member

.....  
Signature of Representative or Substitute or Replacement Representative (New)

**Note:** This form is effective only if it is duly signed by the Member and Representative, Substitute Representative or Replacement Representative being appointed.

SP93358

Strata Management Statement

Sheet 125 of 128

**SCHEDULE 5**

**MEMBERSHIP FORM**

**COMMITTEE MEMBERSHIP**

This form is for use by new Members of the Committee or existing Members who lease their lot or change their contact details. See clause 33 of the management statement for further information.

Date:	
Your Name:	
Lot Owned:	

**PART A- NEW MEMBER**

Complete this Part if you have purchased a Stratum Lot or are a new Owners Corporation

Date on which you became a Member:	
Your address for service of notices:	
Your telephone number:	
Your facsimile number:	
Your email address:	

**PART B- NEW TENANT, LICENSEE OR OCCUPIER**

Complete this Part if you are the Owner of a Stratum Lot and you have leased or licensed your Lot (or part of it) or you have a new tenant, licensee or occupier

Name of tenant, licensee, occupier:	
Nature of occupation (eg tenancy):	
Term of occupation:	
Name of contact person:	
Address for service of notices on occupier:	
Telephone number of occupier:	
Facsimile number of occupier:	
Email address of occupier:	

SP93358

**PART C- CHANGE OF CONTACT DETAILS**

*Complete this Part if you have changed your address or contact details:*

New address for service:	
New contact person:	
New telephone number:	
New facsimile number:	
New email address:	

**Date:**

.....  
**Signature of Member**



**SCHEDULE 6**

**PROXY FORM**

**APPOINTMENT OF PROXY**

This form is for use by Members, Representatives and Substitute Representatives to appoint a Proxy. See clauses 6.13 to 6.17 (inclusive) of the management statement for further information.

Date:	
Name of Member, Representative or Substitute Representative:	
Name of Member who appointed Representative or Substitute Representative:	
Name of Proxy:	
Address of Proxy	

1. I/we \_\_\_\_\_ appoint \_\_\_\_\_ as my/our proxy for the purpose of Meetings and Emergency Meetings of the Committee (including adjourned Meetings and Emergency Meetings).

2. The period or number of meetings for which appointment of my/our proxy appointed herein is valid for \_\_\_\_\_ months/meetings.

3. **Please select one of the following options:**

(a) This form authorises the proxy to vote on my/our behalf on all matters.

**OR**

(b) This form authorises the proxy to vote on my/our behalf on the following matter only and in the manner specified below:

\_\_\_\_\_

Date:

.....  
Signature of Member  
(if Proxy appointed by Member)

.....  
Signature of Proxy

.....  
Signature of Representative or  
Substitute or Replacement Representative  
(if Proxy appointed by them)

SP93358

*Strata Management Statement*

Sheet 128 of 128

**NOTES:**

1. A Proxy must be a natural person.
2. This form is effective only if it signed by the Member, Representative or Substitute Representative (as appropriate) appointing the Proxy as well as the Proxy themselves.
3. This form does not authorise voting on a matter if the Representative or Substitute Representative of the Member is present at the relevant Meeting or Emergency Meeting and personally votes on the matter.
4. This form is ineffective unless it is given to the secretary of the Committee at or before the first meeting in relation to which it is to operate and it contains the date on which it was made.
5. This form will be revoked by a later proxy appointment form delivered to the secretary of the Committee.
6. A vote by a Proxy which does comply with the directions to vote given by a Member, Representative or Substitute Representative who appointed the Proxy is void.

REGISTERED



26.9.2016

# SP93358

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*Strata Development Contract*

Sheet 1 of 15

## Strata Schemes (Freehold Development) Act 1973

### Strata Development Contract – Strata Plan No .....

#### ***Warning***

This contract contains details of a strata scheme, which is proposed to be developed in 3 stages on the land described in it.

The developer is only bound to complete so much of the proposed development as is identified as "warranted development" in this contract. However the developer cannot be prevented from completing the balance of the proposed development identified as "authorised proposals" in this contract.

The schedule of unit entitlement may, on completion of the development, be revised in accordance with section 28QAA of the Strata Schemes (Freehold Development) Act 1973.

The proposed development might be varied but only in accordance with section 28J of the Strata Schemes (Freehold Development) Act 1973.

The proposed development might not be completed.

The vote of the developer is sufficient to pass or defeat a motion at a meeting of the owners corporation, or of the executive committee, if the motion is about a development concern. Development concerns are generally those things necessary to be done in order to complete the development in accordance with this contract. See sections 28N, 28O and 28P of the Strata Schemes (Freehold Development) Act 1973.

During development of a further stage there may be disruption to existing occupants due to building and construction activities.

This contract should not be considered alone, but in conjunction with the results of the searches and inquiries normally made in respect of a lot in a strata scheme.

The strata scheme might be part of a larger development that also includes non-strata land. If this is the case then this will be disclosed at item 2. In these types of development a document known as a "Strata Management Statement" will govern the relationship between the strata and the non-strata parts of the development, and you should consider that document in deciding whether to acquire an interest in the strata scheme.

# SP93358

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*Strata Development Contract*

Sheet 2 of 15

## Description of Development

### 1. Description of Land

The land being developed is Lot 2 DP 1219712. The land will be developed into approximately 154-164 residential units in 3 buildings.

### 2. Description of any non-strata land that is to be developed along with the strata scheme

- i) Lot 1 DP1219712
- ii) A strata management statement will govern the relationship between the non-strata land and the strata scheme. A copy of the strata management statement may be obtained from the Registrar-General if the strata plan, to which this strata development Contract relates, has already been registered. If it has not yet been registered then a copy of the draft strata management statement is annexed. It should be noted that a provision of the strata development contract is void if it is inconsistent with any provision of the strata management statement.

### 3. Description of any Land proposed to be added to the Scheme

- i) It may be necessary to add part of the Level 3 parking area being part of Lot 1 DP1219712 to Stage 3 so that there is an adequate number of car spaces for Stage 3 of the development.
- ii) The site will probably contain car spaces which are part of some of the Stage 3 strata lots and some of the car spaces may be common property.
- iii) The additional site will be developed as an authorised proposal.

### 4. Description of Development Lot or Lots

Lots 51 and 52 in the strata plan are development lots.

### 5. Covenants implied in Strata Development Contracts by the Strata Schemes (Freehold Development) Act 1973, Strata Schemes (Leasehold Development) Act 1986

#### i) Warranted Development

The developer agrees with the other parties jointly, and with each of them severally:

- that the developer must carry out the development (if any) described and identified as "**warranted development** – proposed development subject to a warranty" in the strata development contract; and

# SP93358

ePlan

*Strata Development Contract*

Sheet 3 of 15

- that the developer must carry out any such development in accordance with the covenants set out and implied in the contract.

## **ii) Permission to carry out warranted development and authorised proposals**

The parties, other than the developer, jointly and severally agree with the developer that the developer is permitted to carry out, in accordance with the covenants set out or implied in the contract:

- the warranted development (if any) and
- such other development as is described and identified as “authorised proposals – proposed development not subject to a warranty” in the contract.

## **iii) Owners Corporation Expenses**

The developer agrees with the owners corporation that the developer will pay the reasonable expenses incurred by the owners corporation:

- in repairing damage to the common property caused in carrying out the permitted development, except damage due to normal wear and tear; and
- for any water, sewerage, drainage, gas, electricity, oil, garbage, conditioned air or telephone service used in carrying out that development; and
- for additional administrative costs connected with that development, such as the cost of giving notice of and holding any meeting required to obtain approval of a strata plan of subdivision; and
- for any amounts due under any strata management statement that are connected with the carrying out of the permitted development.

## **iv) Standard of development**

The developer agrees with the other parties that:

- the standard of materials used, finishes effected, common property improvements, landscaping, roadways and paths; and
- heights of buildings, other structures and works and the density of development,

in all development permitted to be carried out by the contract must not be inferior to or substantially different from those of the completed buildings and other structures and works forming part of the parcel, except to the extent (if any) that the contract specifies.

# SP93358

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*Strata Development Contract*

Sheet 4 of 15

## **v) Unauthorised use of the parcel**

The developer agrees with the other parties that the developer will not use any part of the parcel or cause any part of the parcel to be used except:

- to the extent necessary to carry out the development permitted to be carried out by the strata development contract; or
- to such other extent as may be specified in the contract.

## **vi) Restoration of common property**

The developer agrees with the other parties to make good, as soon as is practicable, any damage to the common property arising out of performance of the contract, whether or not the contract contemplates or permits the damage.

## **vii) Restoration of development lot**

The developer agrees with the other parties to make good, as soon as is practicable, any damage to a development lot arising out of performance of the contract, whether or not the contract contemplates or permits the damage.

For the purposes of this covenant, "damage" does not include damage necessarily resulting from having carried out (in accordance with the contract) development that is permitted by the contract to be carried out.

## **viii) Additional covenants for vertical staged development**

If the contract permits development to be carried out within a development lot that is wholly or partly directly above or below a part of the parcel that is not a development lot, the developer agrees with the other parties:

- to minimise any disruption caused to other occupiers of the parcel by the carrying out of permitted development or other; and
- to ensure that, while permitted development is being carried out, shelter and subjacent and lateral support, consistent with proper engineering and building practices, are provided to such other parts of the parcel as are capable of being sheltered or of enjoying that support; and
- to keep the developer insured, while permitted development is being carried out, under a policy of indemnity with an insurer approved for the purposes of Part 4 of Chapter 3 of the Strata Schemes Management Act 1996 against claims for damage to property, or for death or personal injury, arising out of or resulting from the carrying out of permitted development.

# SP93358

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*Strata Development Contract*

Sheet 5 of 15

**6. Warranted Development** – proposed development subject to a warranty. Development that a developer may be compelled to carry out.

**i) Description of Development**

There is no warranted development.

**7. Authorised Proposals** – proposed development not subject to a warranty. Development that the developer is permitted to carry out, but not compelled to carry out.

**7.1 STAGE 2**

**i) Description of Development**

It is intended that Stage 2 will consist of approximately 56<sup>Lots</sup> in a 7 storey building which will be located on the north east sector of the Level 4 podium and known as Building 3 in the concept plan. The Stage 2 building will be within Development Lot 51.

**ii) Common Property Amenities**

The common property amenities will include part of the landscaped open space area on the podium level between the buildings known as Building 1 and Building 2 shown in the concept plan which is to be used as a passive recreation area and 2 lifts and fire stairs.

**iii) Schedule of Commencement and Completion**

The developer does not warrant commencement or completion dates.

**iv) Schedule of Lots**

Stage 2 will consist of approximately 56 Lots, all of which will comprise residential apartments with associated car spaces and common property. It is possible that not all of the storage lockers will be allocated as part residential lots. Where this is the case, unallocated lockers will become utility lots.

**v) Working Hours**

Not applicable.

**vi) Arrangements for Entry, Exit, Movement and Parking of Vehicles to, from and on the parcel during Development and Permitted Uses of Common Property and Development Lots during development**

Entry to the Stage 2 construction site will be via the shared facility driveway from Ravenshaw Street and the lift and stairs accessing the Level 4 podium area.

# SP93358

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*Strata Development Contract*

Sheet 6 of 15

## **vii) Landscaping**

Landscaping will be in accordance with landscape plans approved by Newcastle City Council.

## **viii) Schedule of Materials and Finishes**

The building materials may be a combination of block work, some cement rendering and fibre cement sheeting. The roof will most likely consist of sheet metal.

## **ix) Vertical Staging**

There will be no vertical staging.

## **x) Contribution to Common Property Expenses**

The developer is not obliged to contribute to Common Property Expenses in respect of the Development Lot the subject of this stage prior to the later of the date of registration of the final plan of subdivision in respect of the Development Lot and the date of completion of construction within the Development Lot. Once all construction within the Development Lot has been completed and the final plan of subdivision in respect of the Development Lot registered, the Development Lot the subject of this stage is completed and subdivided, the developer will contribute to Common Property Expenses by payment of the administrative and sinking fund levies consequent upon its ownership of lots in the strata scheme on a unit entitlement basis.

## **xi) Proposed By-Laws, Management Agreements, Covenants, Easements or Dedications**

By-Laws and management agreements may be created relating to the use and management of the communal areas.

## **7.2 STAGE 3**

### **i) Description of Development**

It is intended that Stage 3 will consist of 48 units in a 4 storey building which will be located south east of Stage 1 and known as Building 2 in the concept plan. The units will contain one, two or three bedrooms. Stage 3 building will be within Development Lot 52.

# SP93358

ePlan

*Strata Development Contract*

Sheet 7 of 15

## **ii) Common Property Amenities**

The common property amenities will include the final extension to the landscaped open space area , the construction of a lift and fire stairs and the construction of a series of mechanical car stackers to be used by the occupiers of building 2

## **iii) Schedule of Commencement and Completion**

The Developer does not warrant commencement and completion dates.

## **iv) Schedule of Lots**

Stage 3 will consist of approximately 48 Lots all of which will comprise residential apartments with associated car spaces and common property. It is possible that not all of the storage lockers will be allocated as part residential lots. Where that is the case, unallocated lockers will become utility lots.

## **v) Working Hours**

Not applicable.

## **vi) Arrangements for Entry, Exit, Movement and Parking of Vehicles to, from and on the parcel during Development and Permitted Uses of Common Property and Development Lots during development**

Entry to the Stage 3 construction site will be via shared facility driveway from Ravenshaw Street and the lift and stairs accessing the Level 4 podium area.

## **vii) Landscaping**

Landscaping will be in accordance with landscape plans approved by Newcastle City Council.

## **viii) Schedule of Materials and Finishes**

The building materials to be used will probably be a combination of block work, some cement rendering and fibre cement sheeting. The roof will most likely consist of sheet metal.

## **ix) Vertical Staging**

There will be no vertical staging.

# SP93358

ePlan

*Strata Development Contract*

Sheet 8 of 15

## **x) Contribution to Common Property Expenses**

The developer is not obliged to contribute to Common Property Expenses in respect of the Development Lot the subject of this stage prior to the later of the date of registration of the final plan of subdivision in respect of the Development Lot and the date of completion of construction within the Development Lot. Once all construction within the Development Lot has been completed and the final plan of subdivision in respect of the Development Lot registered, the developer will contribute to Common Property Expenses by payment of the administrative and sinking fund levies consequent upon its ownership of lots in the strata scheme on a unit entitlement basis.

## **xi) Proposed By-Laws, Management Agreements, Covenants, Easements or Dedications**

When the Stage 3 Strata Plan is lodged for registration, several new by-laws will be created. They will include without limitation:-

1. The car stackers, will become common property and will be subject to a by-law which will allocate the exclusive use of a car stacker location to a particular apartment. All of the units within the Stage 3 Strata Plan to which a car stacker is allocated will be responsible for meeting the cost for the operation, maintenance and replacement of the car stackers.
2. The common property facilities on the roof of the Stage 3 building will be subject to an exclusive by-law limiting the access and use of the rooftop to the owners and occupiers of the apartments in the Stage 3 Strata Plan.

## **8. Date of Conclusion of Development Scheme**

Development of this staged strata scheme should be completed by 31 December 2025

# SP93358

ePlan

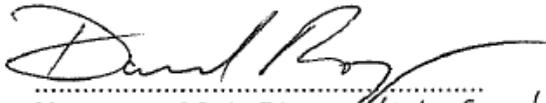
*Strata Development Contract*

Sheet 9 of 15

## 9. Concept Plan

See Sheets 12-15.

Executed by **Gennie Holdings Pty Limited** (ABN 67 505 337 385) in accordance with section 127 of the Corporations Act 2001 (Cth) by:



Signature of Sole Director/Sole Secretary

**DAVID G. BOYER**

Print name of Sole Director/Sole Secretary

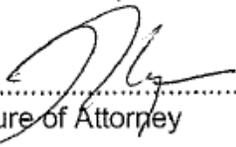
# SP93358

ePlan

Strata Development Contract

Sheet 10 of 15

Signed on behalf of Australia and New Zealand Banking Group Limited )  
ACN 005 357 522 by its attorney under )  
Power of Attorney Registered )  
No. 412 Book 4376. )

  
Signature of Attorney

JASON KILCAYSON.  
Print name of Attorney

ASSOCIATE DIRECTOR  
Position held

  
Signature of Witness

DEE KORAB  
Print name of Witness

347 Kent Street  
SYDNEY NSW 2000  
Address of Witness

# SP93358

ePlan

## Certificate of Approval

It is certified:

- a) that the Council of the City of Newcastle has consented to the development described in Development Application No. *2016/00105* and
- b) the carrying out of the proposed development described as "warranted development" and "authorised proposals" in this strata development contract would not contravene:
  - i) any condition subject to which the consent was granted; or
  - ii) the provisions of any environmental planning instrument that was in force when the consent was granted except to the following extent: (fill in if applicable)

Date:..... *17 MAY 2016* .....

Execution by the Council of the City of Newcastle  
by its authorised delegate pursuant to s.377  
Local Government Act 1993

  
 BRIAN CAMERON  
 AUTHORISED ~~PERSON~~  
 DELEGATE

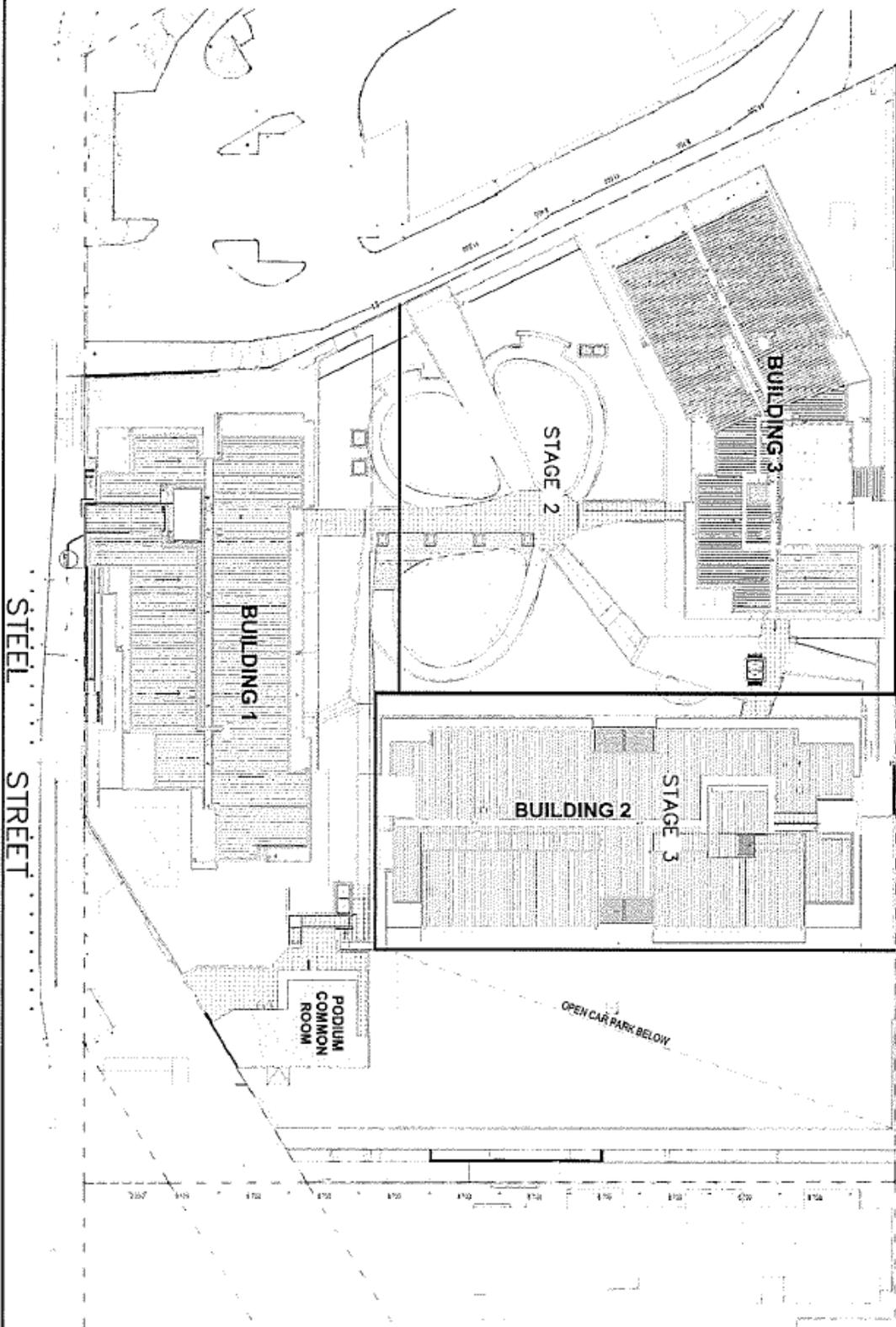
REGISTERED		26.9.2016
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STRATA DEVELOPMENT CONTRACT

SHEET 12 OF 15

# SP93358

Approved Form 15A



RAVENSHAW STREET

STEEL STREET

Strata Development Contract  
CONCEPT PLAN  
Plan of Development

Strata Plan No.	
Consented to Application No.	DA201600105
Registered Date	

13/0529

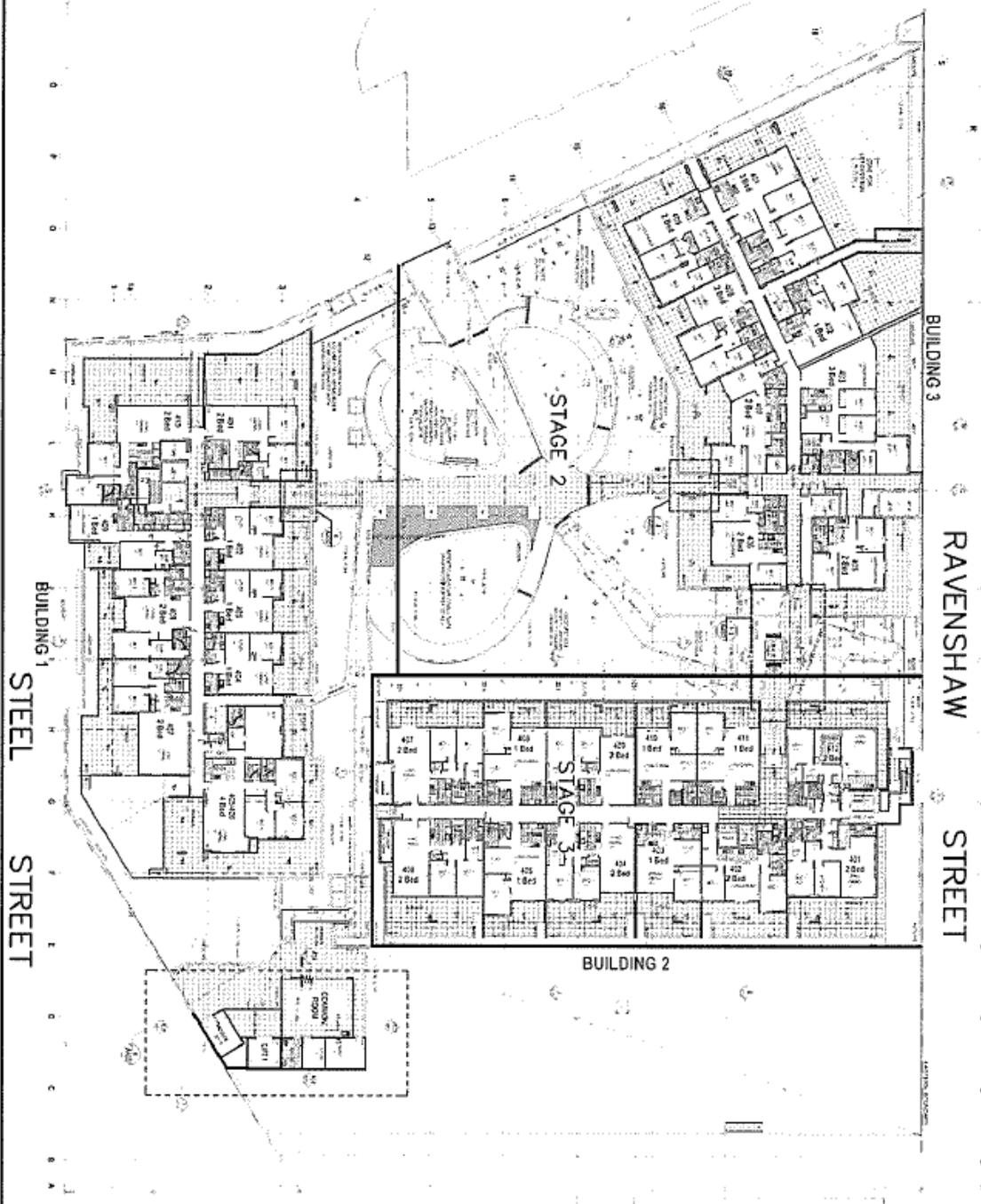
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STRATA DEVELOPMENT CONTRACT

SHEET 13 OF 15

SP93358

Approved Form 15A



Strata Development Contract CONCEPT PLAN Plan of Development	
Strata Plan No.	DA201600105
Consented to Application No.	DA201600105
Registered Date	

13/0529

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Approved Form 15A

# SP93358



- BUILDING 2 (STAGE 3)
- MAXIMUM BUILDING HEIGHT
- LEFT MOTOR ROOM R.46.00
- BUILDING 2 ROOF R.46.50
- LEVEL 7 R.31.70
- LEVEL 6 R.28.70
- LEVEL 5 R.25.70
- LEVEL 4 R.22.70
- LEVEL 3 UPPER R.19.50
- LEVEL 2 UPPER R.16.50
- LEVEL 1 R.9.00
- GROUND FLOOR R.3.50
- BASEMENT R.0.50

- BUILDING 3 (STAGE 2)
- MAXIMUM BUILDING HEIGHT
- LEFT MOTOR ROOM R.46.00
- ROOF PARAPET R.45.20
- LEVEL 10 R.40.70
- LEVEL 9 R.37.70
- LEVEL 8 R.34.70
- LEVEL 7 R.31.70
- LEVEL 6 R.28.70
- LEVEL 5 R.25.70
- LEVEL 4 R.22.70
- LEVEL 3 UPPER R.19.50
- LEVEL 2 UPPER R.16.50
- LEVEL 1 R.9.00
- GROUND FLOOR R.3.50
- BASEMENT R.0.50

- BUILDING 1
- MAXIMUM BUILDING HEIGHT
- LEFT MOTOR ROOM R.38.40
- UPPER ROOF PARAPET R.38.50
- LEVEL 8 R.34.00
- LEVEL 7 R.31.00
- LEVEL 6 R.28.00
- LEVEL 5 R.25.00
- LEVEL 4 RESIDENTIAL R.22.00
- LEVEL 3 R.17.50
- LEVEL 2 R.14.50
- LEVEL 1 R.9.00
- MEZZANINE R.8.20
- GROUND FLOOR R.3.50
- BASEMENT R.0.50

- BUILDING 2 (STAGE 2)
- MAXIMUM BUILDING HEIGHT
- LEFT MOTOR ROOM R.46.00
- ROOF PARAPET R.45.20
- LEVEL 10 R.40.70
- LEVEL 9 R.37.70
- LEVEL 8 R.34.70
- LEVEL 7 R.31.70
- LEVEL 6 R.28.70
- LEVEL 5 R.25.70
- LEVEL 4 R.22.70
- LEVEL 3 UPPER R.19.50
- LEVEL 2 UPPER R.16.50
- LEVEL 1 R.9.00
- GROUND FLOOR R.3.50
- BASEMENT R.0.50

- BUILDING 3 (STAGE 2)
- MAXIMUM BUILDING HEIGHT
- LEFT MOTOR ROOM R.46.00
- ROOF PARAPET R.45.20
- LEVEL 10 R.40.70
- LEVEL 9 R.37.70
- LEVEL 8 R.34.70
- LEVEL 7 R.31.70
- LEVEL 6 R.28.70
- LEVEL 5 R.25.70
- LEVEL 4 R.22.70
- LEVEL 3 UPPER R.19.50
- LEVEL 2 UPPER R.16.50
- LEVEL 1 R.9.00
- GROUND FLOOR R.3.50
- BASEMENT R.0.50

- BUILDING 3 (STAGE 2)
- MAXIMUM BUILDING HEIGHT
- LEFT MOTOR ROOM R.46.00
- ROOF PARAPET R.45.20
- LEVEL 10 R.40.70
- LEVEL 9 R.37.70
- LEVEL 8 R.34.70
- LEVEL 7 R.31.70
- LEVEL 6 R.28.70
- LEVEL 5 R.25.70
- LEVEL 4 R.22.70
- LEVEL 3 UPPER R.19.50
- LEVEL 2 UPPER R.16.50
- LEVEL 1 R.9.00
- GROUND FLOOR R.3.50
- BASEMENT R.0.50

- BUILDING 3 (STAGE 2)
- MAXIMUM BUILDING HEIGHT
- LEFT MOTOR ROOM R.46.00
- ROOF PARAPET R.45.20
- LEVEL 10 R.40.70
- LEVEL 9 R.37.70
- LEVEL 8 R.34.70
- LEVEL 7 R.31.70
- LEVEL 6 R.28.70
- LEVEL 5 R.25.70
- LEVEL 4 R.22.70
- LEVEL 3 UPPER R.19.50
- LEVEL 2 UPPER R.16.50
- LEVEL 1 R.9.00
- GROUND FLOOR R.3.50
- BASEMENT R.0.50

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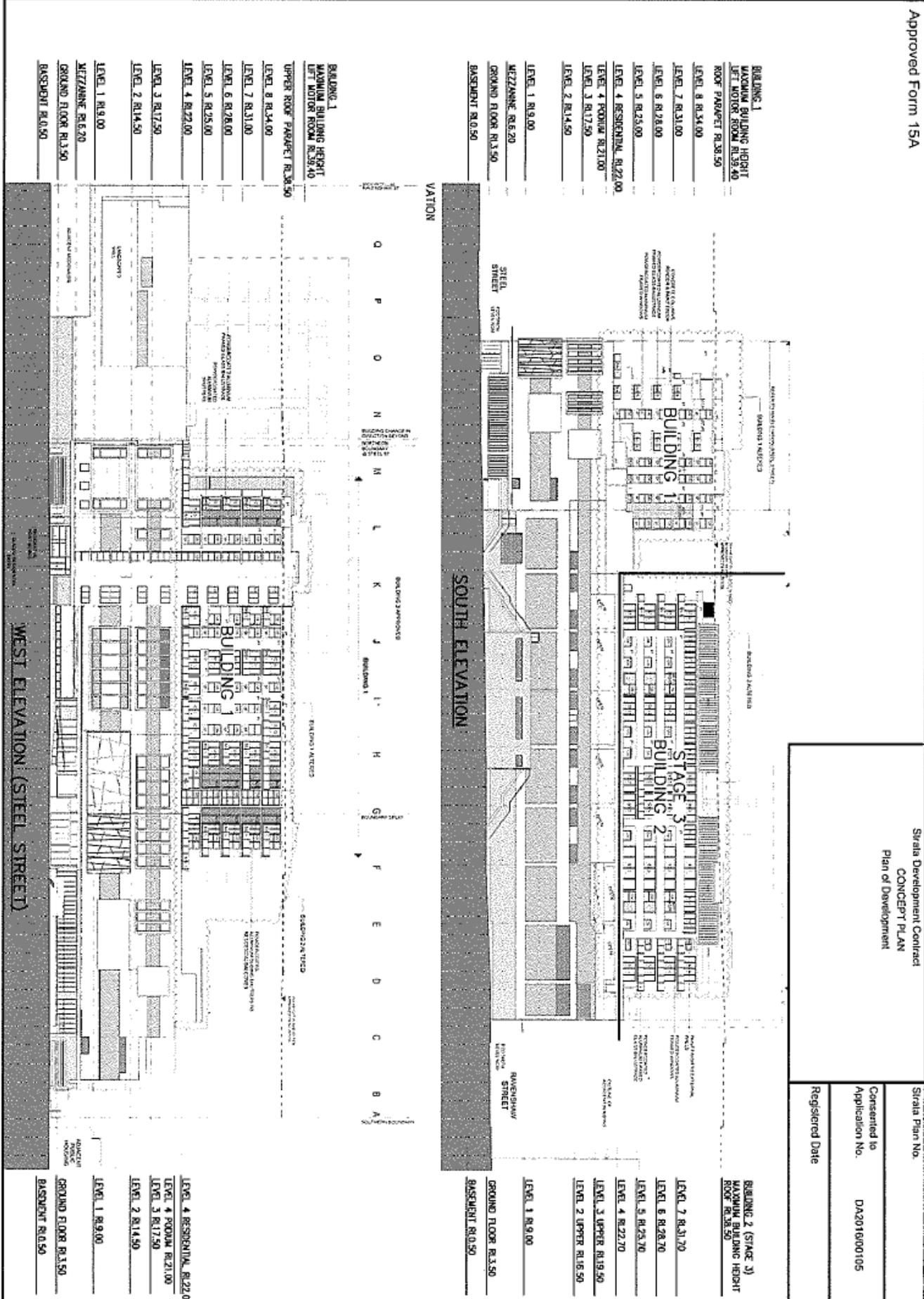
Strata Development Contract  
 CONCEPT PLAN  
 Plan of Development

Strata Plan No.

Consented to  
 Application No. DA201600105

Registered Date

Approved Form 15A

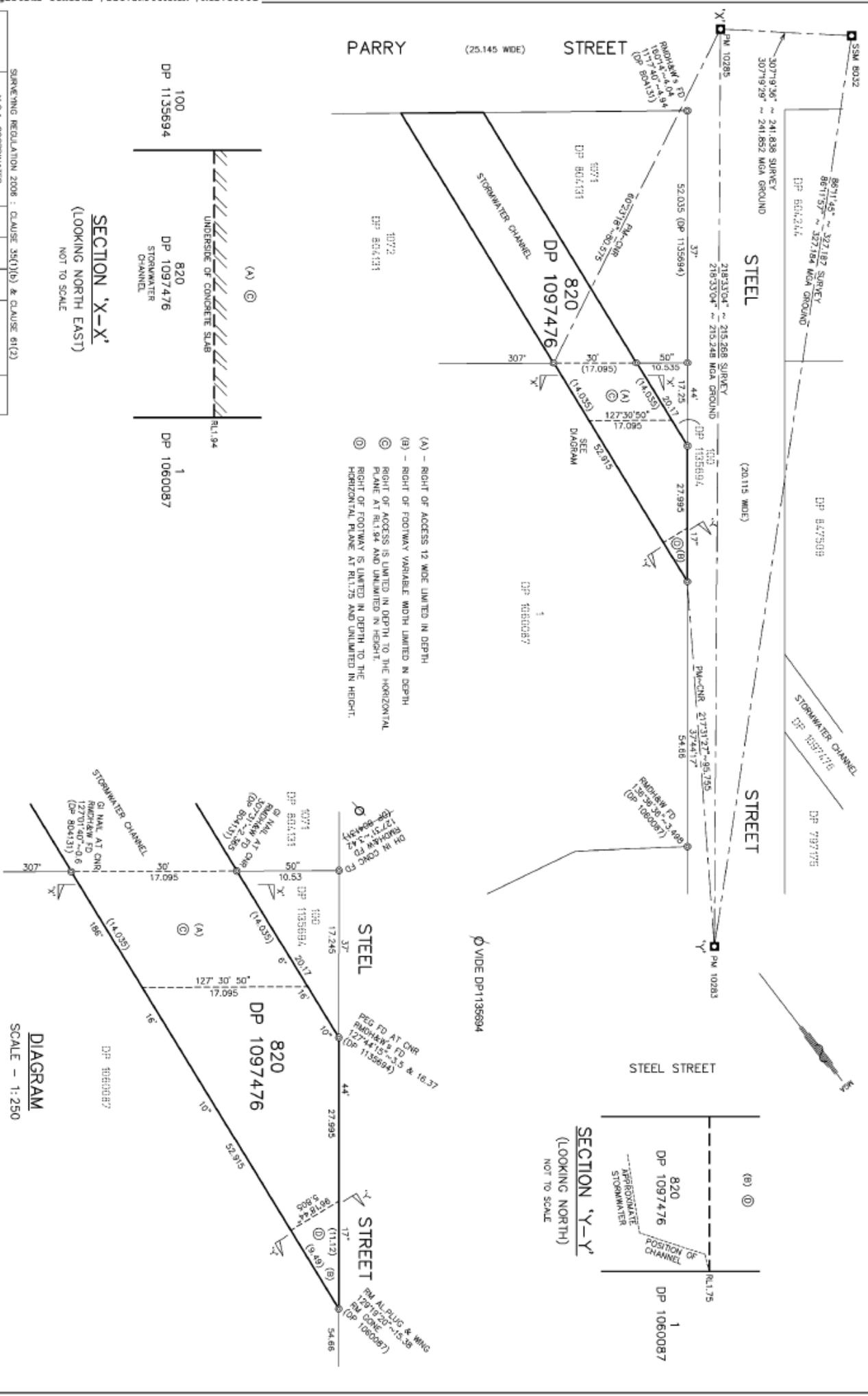


- BUILDING 1**  
 MAXIMUM BUILDING HEIGHT  
 LEFT MOTOR ROOM R.19.40  
 ROOF PARAPET R.18.50
- LEVEL 8 R.15.00
  - LEVEL 7 R.13.00
  - LEVEL 6 R.12.00
  - LEVEL 5 R.12.50
  - LEVEL 4 RESIDENTIAL R.12.00
  - LEVEL 3 R.17.50
  - LEVEL 2 R.14.50
  - LEVEL 1 R.19.00
  - MEZZANINE R.6.20
  - GROUND FLOOR R.1.50
  - BASEMENT R.0.50
- BUILDING 2 (STAGE 3)**  
 MAXIMUM BUILDING HEIGHT  
 ROOF R.18.50
- LEVEL 7 R.17.00
  - LEVEL 6 R.18.70
  - LEVEL 5 R.15.70
  - LEVEL 4 R.22.70
  - LEVEL 3 UPPER R.19.50
  - LEVEL 2 UPPER R.16.50
  - LEVEL 1 R.19.00
  - GROUND FLOOR R.1.50
  - BASEMENT R.0.50

Strata Development Contract CONCEPT PLAN Plan of Development	Strata Plan No.
Consented to Application No. DA201600105	Registered Date

REGISTERED  26.9.2016

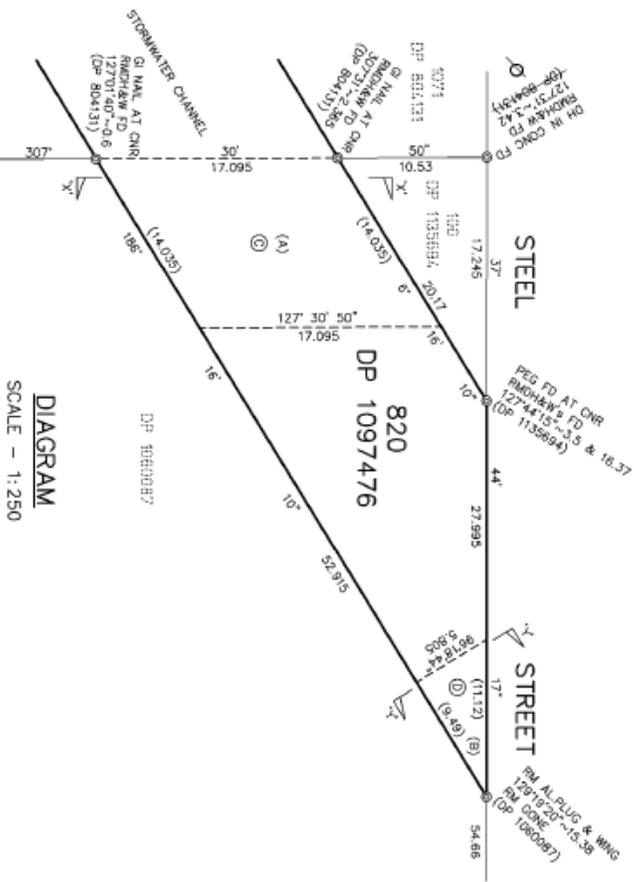
13/0529 13/05290\_01.dwg



**SECTION 'X-X'**  
 (LOOKING NORTH EAST)  
 NOT TO SCALE

**SECTION 'Y-Y'**  
 (LOOKING NORTH)  
 NOT TO SCALE

- (A) - RIGHT OF ACCESS 12 MIDE LIMITED IN DEPTH
- (B) - RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN DEPTH
- (C) - RIGHT OF ACCESS IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL1.94 AND UNLIMITED IN HEIGHT.
- (D) - RIGHT OF FOOTWAY IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL1.75 AND UNLIMITED IN HEIGHT.



**DIAGRAM**  
 SCALE - 1:250

SURVEYING REGULATION 2006 : CLAUSE 35(1)(b) & CLAUSE 61(2)

MARK	M.G.A. COORDINATES		CLASS	ORDER	RL	METHOD	CRIGN
	EASTING	NORTHING					
PM 10283	384437.386	6356011.330	B	2	1.943	SCMS	
PM 10285	384763.273	6355883.028	B	2	2.189	SCMS	
SSM 8032	384070.998	6355889.648	B	2	4.633	SCMS	
COMBINED SCALE FACTOR = 0.999785							
SOURCE : M.G.A. COORDINATES ADAPTED FROM SCMS AS AT 24 June 2009.							
ZONE 56							

Surveyor: ROBERT JOHN MONTLEATH  
 Date of Survey: 05/10/2009  
 Surveyor's Ref: 98-044/HWC  
 9904DP4.DWG

PLAN OF EASEMENTS OVER  
 LOT 820 DP 1097476

LGA: NEWCASTLE  
 Locality: NEWCASTLE WEST  
 Subdivision No: -  
 Lengths are in metres. Multiplier Ratio: 500

Registered  
 23/12/2009

DP1146752

**DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 1 of 2 sheet(s)

\* OFFICE USE ONLY

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

**DP1146752** \*

Pursuant to Section 88B of the Conveyancing Act 1919 – 1964 as amended it is intended to create:-

1. Right of Access 12 Wide and Limited in Depth.
2. Right of Footway variable width and Limited in Depth.

Registered:  23.12.2009 \*

Title System: TORRENS

Purpose: EASEMENT

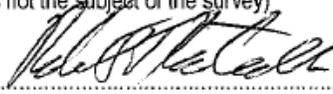
**PLAN OF EASEMENTS OVER LOT 820 DP 1097476**

LGA: Newcastle  
 Locality: Newcastle West  
 Parish: Newcastle  
 County: Northumberland

**Surveying Regulation, 2006**

I, Robert John Monteath of Monteath & Powys Pty Ltd a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on 5 October 2009

The survey relates to Lot 820  
 (specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature: 

Dated: 5 October 2009  
 Surveyor registered under the *Surveying Act, 2002*

Datum Line: 'X' – 'Y'  
 Type: Urban/Rural

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

- DP 1060087
- DP 1097476
- DP 1135694

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

SURVEYOR'S REFERENCE: 99-044HWC

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

**Crown Lands NSW/Western Lands Office Approval**

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

**Subdivision Certificate**

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

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

\* Authorised Person/General Manager/Accredited Certifier

Consent Authority: .....  
 Date of Endorsement: .....  
 Accreditation no: .....  
 Subdivision Certificate no: .....  
 File no: .....

\* Delete whichever is inapplicable.

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF EASEMENTS OVER LOT 820 DP 1097476

DP1146752 \*

Registered:  23.12.2009 \*

Subdivision Certificate No:

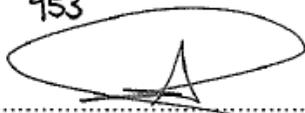
Date of Endorsement:

Executed by Hunter Water Corporation )  
by its attorney )

Sharon Lana Smith )

Pursuant to Power of Attorney )  
Book ~~4374~~ No. ~~853~~ )

4562 953



.....  
Signed in my presence by its Attorney who is  
personally known to me.

  
.....  
Witness

Amanda Coleman  
.....  
Name of Witness

36 Honeysuckle Drive  
Newcastle  
.....  
Address of Witness

\* OFFICE USE ONLY

**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 of the Conveyancing Act 1919.**

(Sheet 1 of 2 sheets)

**Plan: DP1146752**

Plan of Easements over Lot 820  
DP 1097476

**Full name and address  
of the owner of the land:**

Hunter Water Corporation  
36 Honeysuckle Drive  
NEWCASTLE NSW 2300

**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.	Right of Access 12 Wide and Limited in Depth	Lot 820 DP 1097476	Lot 1 DP 1060087
2.	Right of Footway Variable Width and Limited in Depth	Lot 820 DP 1097476	Lot 1 DP 1060087



(Sheet 2 of 2 sheets)

Plan: **DP1146752**

Plan of Easements over Lot 820  
DP 1097476

**Executed by Hunter Water Corporation** )  
by its attorney )

**Sharon Lana Smith** )

Pursuant to Power of Attorney )  
Book ~~4374~~ No. ~~853~~ )  
**4562 953** )



.....  
Signed in my presence by its Attorney who  
is personally known to me.

*A. Holman*  
.....  
Witness

*Amanda Coleman*  
.....  
Name of Witness

*36 Honeysuckle Drive*  
*Newcastle*  
.....  
Address of Witness

REGISTERED		23.12.2009
------------	---	------------



Form: 15CH  
Release: 2-0

**CONSOLIDATION/  
CHANGE OF BY-LAW**

New South Wales  
Strata Schemes Management Act 2015  
Real Property Act 1900

**AQ67253Q**

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

(A) TORRENS TITLE	For the common property CP/SP93358	
(B) LODGED BY	Document Collection Box <b>1W</b>	Name, Address or DX, Telephone, and Customer Account Number if any Le Page Lawyers <i>PLOH MANN &amp; LEPAJE LAWYERS</i> PO Box 6338, Wetherill Park BC NSW 2164 <i>.COM.AU</i> Tel: 02 9264 0052 Fax: 02 9264 0050 Reference: PAL:20200249
		CODE <b>CH</b>

- (C) The Owners-Strata Plan No. 93358 certify that a special resolution was passed on 12/2/2020
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE  
 Added by-law No. 47 to 49 (inclusive)  
 Amended by-law No. 1, 3, 6, 9, 11, 12, 24, 29, 34, 35, 44 & 45 (inclusive)  
 as fully set out below:  
 Added By-Laws: Refer By-Laws 47 to 49 (inclusive) in Annexure "A" hereto.  
 Amended By-Laws: Refer By-Laws 1, 3, 6, 9, 11, 12, 24, 29, 34, 35, 44 & 45 (inclusive) in Annexure "A" hereto.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A"
- (G) The seal of The Owners-Strata Plan No. 93358 was affixed on 20-4-2020 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: *Julieann Hemaridis*  
 Name: JULIEANN HEMARIDIS  
 Authority: STRATA MANAGER

Signature:  
 Name:  
 Authority:



**Annexure "A" to Consolidation/Change of By-Laws  
Strata Plan No 93358**

**Table of Contents**

A	Explanatory Notes .....	4
B	Summary of By-Laws .....	4
C	Wording of By-Laws .....	4
1	DEFINITIONS .....	4
2	ABOUT THE BY-LAWS .....	8
3	STRATA MANAGEMENT STATEMENT .....	9
4	ARCHITECTURAL CODE .....	10
5	EXCLUSIVE USE BY-LAWS .....	10
6	BEHAVIOUR OF OWNERS, OCCUPIERS AND INVITEES .....	11
7	PRESCRIBED USE .....	12
8	RESPONSIBILITY FOR OTHERS .....	12
9	OWNERS AND OCCUPIERS OBLIGATIONS FOR THEIR LOT .....	13
10	EXTERNAL APPEARANCE & THE BALCONY OF AN APARTMENT .....	16
11	STORING AND OPERATING A BARBEQUE .....	16
12	KEEPING AN ANIMAL .....	16
13	AIR CONDITIONING .....	17
14	ERECTING SIGNAGE .....	18
15	MOVING AND DELIVERING FURNITURE AND GOODS .....	18
16	CAR PARKING AREA .....	19
17	STORAGE .....	20
18	GARBAGE DISPOSAL .....	20
19	CARRYING OUT BUILDING WORKS .....	22
20	INTER-TENANCY WALLS .....	23
21	PROVISION OF AMENITIES OR SERVICES .....	24
22	LICENCES .....	25
23	CONTROLS ON HOURS OF OPERATION AND USE OF FACILITIES .....	26
24	COMMON FACILITIES .....	26
25	DAMAGE TO COMMON PROPERTY .....	26
26	PRESERVATION OR FIRE SAFETY AND PREVENTION OF HAZARDS .....	27
27	INSURANCE PREMIUMS .....	28
28	SECURITY AND COMMUNICATION SYSTEMS .....	28
29	FACILITIES MANAGER .....	29
30	SECURITY KEYS .....	29
31	RULES .....	30
32	PLAYING ON COMMON PROPERTY .....	31
33	STORAGE OF BICYCLES & MOTOR CYCLES .....	31
34	GRANTING CONSENTS .....	31
35	CERTIFICATE .....	32
36	FAILURE TO COMPLY WITH BY-LAWS .....	32
37	INTEREST ON OVERDUE MONEY .....	32
38	OWNERS OR OCCUPIERS COST .....	33

**THIS is page 2 of a total of 39 and is the annexure to the Consolidation/Change of By-Laws form by The Owners – Strata Plan No 93358.**

**THE SEAL of THE OWNERS – STRATA PLAN NO 93358 was affixed on the 20 day of APRIL 2020 in the presence of the following person(s) authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.**

Signature: *Julieann Hemaridis*

Name(s): JULIEANN HEMARIDIS

Authority: STRATA MANAGER  
[ALL HANDWRITING MUST BE IN BLOCK CAPITALS]



39	APPLICATIONS AND COMPLAINTS.....	33
40	AMENDING BY-LAWS .....	33
41	RIGHTS TO ENTER THE LOT .....	33
42	CHANGE IN USE OF LOT TO BE NOTIFIED.....	34
43	MAINTENANCE OF THE BUILDING .....	34
44	USE OF THE OUTDOOR PODIUM AREA.....	34
45	COMMON AMENITIES ROOM .....	34
46	SHORT TERM ACCOMMODATION .....	35
47	HUNTER WATER SUB-METERING .....	35
48	REGULATION OF SMOKING .....	37
49	FEEDING OF BIRDS AND WILD ANIMALS .....	39

## **A Explanatory Notes**

1. This list sets out the by-laws which have effect at the date of its registration.
2. The list omits by-laws which have been repealed, and includes in their amended terms by-laws which have been amended.
3. The list omits by-laws which repeal or amend other by-laws, except when the repealing or amending provision forms part only of the by-law. In this case, the provision is italicized.

## **B Summary of By-Laws**

1. By-Laws 1 to 46 (inclusive) take effect pursuant to s.134(2) of the *Strata Schemes Management Act 2015*, being the by-laws registered with the strata scheme, subject to amendments made on 12 February 2020.
2. By-Laws 47 to 49 (inclusive) made 12 February 2020.

## **C Wording of By-Laws**

### **1 DEFINITIONS**

- 1.1 In these By-Laws, unless the contrary intention appears:

**Apartment** means each and every lot approved for residential use in the Strata Scheme.

**Approval** means any certificate, licence, consent, permit, approval or other requirement of any Authority having jurisdiction in connection with the activities contemplated by these By-Laws.

**Architectural Code** means the Architectural Code for the Building set out in the Strata Management Statement.

**Authority** means any judicial, governmental, semi or local governmental, statutory, private certifier or public or any person, authority, instrumentality or body having jurisdiction in respect or in relation to these By-Laws.

**Building** means the buildings and improvements on the Land which is the subject of the Strata Plan.

**Building Management Committee** means the Building Management Committee for the Building established according to the Development Act and the Strata Management Statement.

**Building Works** mean works, alterations, additions, demolition, removal, repairs or replacement of:

- (a) Common Property structures, including the Common Property walls (including the windows and doors in those walls), the floor and ceiling enclosing each Apartment;
- (b) the structure of each Lot;
- (c) the internal walls inside an Apartment (for example, a wall dividing two rooms in an Apartment);
- (d) Common Property services; or
- (e) services in the Strata Scheme, whether or not they are for the exclusive use of a Lot;

but exclude:

- (a) minor fit out works inside a Lot; and
- (b) works or alterations to the interior of Common Property walls in an Apartment (for example, hanging pictures or attaching items to those walls).

**By-Laws** means these by-laws constituted on registration of the Strata Plan and any modification, variation, or addition to the by-laws validly made and registered thereafter.

**Car Parking Area** means:

- (a) a car space included in a Lot for an Apartment;
- (b) a car space designated in the Strata Plan as "Disabled Parking" being for use by holders of an RTA approved Mobility Parking Scheme Card or equivalent permit;
- (c) a Car Park Lot; and
- (d) Visitor Car Spaces,

as designated in the Strata Plan.

**Car Park Lot** means each Utility Lot approved for the parking of Vehicles and any lots into which they are subdivided or re-subdivided.

**Common Amenities Room** means the area of Common Property shown as "Common Amenities Room" on the Strata Plan.

**Common Facilities** means common facilities located within the Strata Scheme which are available for use or enjoyment by the Occupiers or Owners of an Apartment or any of their invitees.

**Common Property** means property designated as common property in the Strata Scheme including without limitation Common Facilities, control rooms, store rooms, switch rooms, plant rooms, lobby areas, stairwells, bicycle and motor cycle storage and parking areas, Garbage Disposal Areas, Lifts and personal property of the Owners Corporation.

**Council** means Newcastle City Council.

**Developer** means Gennie Holdings Pty Ltd ACN 087 445 976 ATF The Ravenshaw Trust ABN 75 833 054 959.

**Development** means the staged development of the Land with the erection of one or more residential of which the Lots and Common Property form part.

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

**Exclusive Use By-Laws** means by-laws granting Owners exclusive use and special privileges over Common Property in accordance with the By-Laws or Division 4, Chapter 2 in Part 5 of the Management Act.

**External Appearance** means the appearance of any external surface of a Lot or Common Property which is visible from outside a Lot or the Strata Scheme.

**Facilities Manager** means such person appointed by the Owners Corporation to provide management and operational services for the Strata Scheme.

**Garbage Disposal Area** means the Common Property area designated on the Strata Plan for

the disposal of garbage and recyclable materials by the Owners and Occupiers of the Lots.

**Government Agency** means a government or semi government, administrative, statutory fiscal or judicial body, department, commission authority, tribunal, agency or other like entity.

**Initial Period** means the period commencing on the day on which the Owners Corporation is constituted and ending on the day on which there are Owners of Lots the subject of the Strata Scheme concerned (other than the Developer as original Owner) the sum of whose unit entitlements is at least one-third of the aggregate unit entitlement.

**Inter-Tenancy Wall** means a Common Property wall between two Lots.

**Land** means the property known as 23 Steel Street, Newcastle West and comprised in folio identifiers 1/1060087 and 100/1135694.

**Landscaped Areas** means the areas of Common Property which are landscaped.

**Law** means:

- (a) any law applicable including but not limited to statutes, regulations by-laws and subordinate legislation and common law, present or future;
- (b) any Approval, including any condition or requirement under it; and
- (c) any fees and charges payable in connection with the matters referred to in paragraphs (a) and (b).

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

**LPI NSW** means the Land and Property Information division of the Department of Lands New South Wales.

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

**Manager or Managing Agent** means the manager of the Strata Scheme appointed by the Owners Corporation from time to time.

**Marketing Activities** means marketing activities in connection with the sale or lease of a Lot in the Strata Plan.

**Occupier** means any person in lawful occupation of a Lot or any part thereof including but not limited to a lessee, licensee, sub-lessee, sub-licensee, occupier or mortgagee in possession of a Lot in the Strata Plan.

**Ordinary Resolution** means a motion of the Owners Corporation in favour of which more than 50% of the votes of members present and entitled to vote are cast.

**Outdoor Podium Area** means the area of Common Property shown as "Outdoor Podium Area" on the Strata Plan.

**Owner** means:

- (a) the Owner for the time being of a Lot;
- (b) if a Lot is subdivided or re-subdivided, the Owner for the time being of the new Lots created;
- (c) for an Exclusive Use By-Law, the Owners of the Lots benefiting from the By-Law; and
- (d) a mortgagee in possession of a Lot.

**Owners Corporation** means the owners corporation for the Strata Scheme.

**Representative** means a natural person appointed by the *Strata* Committee to represent and vote for the Owners Corporation at meetings of the Building Management Committee.

**Rules** means rules made by the Owners Corporation according to By-Law 31 as varied or amended from time to time.

**Security Key** means a key, magnetic card, security measure or other device or information used in the Strata Scheme to open and close Common Property doors, gates or locks or to operate alarms, lifts, security systems or communication systems.

**Shared Facilities** has the meaning as it does in the Strata Management Statement.

**Special Resolution** means a motion of the Owners Corporation in favour of which more than 75% of the votes of members present and entitled to vote are cast by way of poll in accordance with the Management Act.

**Storage Area** means a Utility Lot approved for use as a storage area, bay or locker and any lots into which they are subdivided or re-subdivided.

**Strata Committee** means the *strata* committee of the Owners Corporation.

**Strata Management Statement** means the Strata Management Statement for the Building.

**Strata Manager** means the person or entity appointed by the Owners Corporation as its strata managing agent under section 27 of the Management Act and includes a reference to employees and contractors of the strata managing agent. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owners Corporation.

**Strata Plan** means the strata plan of subdivision registered with these by-laws.

**Strata Scheme** means the strata scheme created under the Development Act and constituted on registration of the Strata Plan.

**Substitute Representative** means a natural person appointed by the *Strata* Committee to represent and vote for the Owners Corporation at meetings with the Building Management Committee if its Representative cannot attend.

**Utility Lot** means a lot designed to be used either as a Storage Area or Car Park Lot and not for human occupation.

**Vehicle** includes cars, motor bicycles, bicycles, boats, caravans, trucks and trailers.

**Visitor Car Spaces** means those parts of the Common Property where designated on the Strata Plan for use as visitor car spaces.

## 1.2 Interpretation

Unless a contrary intention appears, a reference in the By-Laws to the following terms have the meanings ascribed here:

- (a) **person** - the word 'person' includes an individual, firm, body corporate, partnership, joint venture, incorporated association or association or an Government Agency;
- (b) **executors, administrators, successors** - a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assignees;

- (c) **singular includes plural** - the singular includes the plural and vice versa; and
- (d) **meaning not limited** - the words 'include', 'including', 'for example' or 'such as' are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

### 1.3 Discretion in exercising rights

The Owners Corporation and the *Strata* Committee may exercise a right or remedy or give their consent in any way they consider appropriate (unless the By-Laws expressly state otherwise).

### 1.4 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of the By-Laws.

### 1.5 Partial exercise of rights

If the Owners Corporation, *Strata* Committee, an Owner or an Occupier do not fully exercise a right or remedy fully or at a given time, they may still exercise it later.

### 1.6 Remedies cumulative

The rights and remedies provided in the By-Laws are in addition to other rights and remedies given by Law independently of the By-Laws.

### 1.7 Severability

If the whole or any part of a provision in the By-Laws is void, unenforceable or illegal, then that provision or part provision is severed from the By-Laws. The remaining By-Laws have full force and effect unless the severance alters the basic nature of a By-Law or is contrary to public policy.

1.8 -

1.9 -

1.10 -

1.11 -

1.12 -

## 2 ABOUT THE BY-LAWS

### 2.1 Purpose of the By-Laws

The By-Laws (and *Strata* Management Statement) regulate the day-to-day management and operation of the *Strata* Scheme. They are an essential document for the Owners Corporation and everyone who owns or occupies a Lot.

### 2.2 Compliance with the By-Laws

An Owner or Occupier occupying or visiting a Lot and the Owners Corporation must comply with the By-Laws.

### 2.3 Binding Nature

These By-Laws set out the rules of the Strata Scheme and bind:

- (a) Owners;
- (b) Occupiers;
- (c) the Owners Corporation;
- (d) mortgagees in possession of a Lot; and
- (e) an Occupier's and Owner's visitors, invitees, guests, contractors and agents.

### **3 STRATA MANAGEMENT STATEMENT**

#### **3.1 Purpose**

The Strata Management Statement regulates the management and operational issues affecting the Strata Scheme and the various components of the Building and Development. It contains requirements (in addition to these By-Laws) with which an Owner or Occupier of a Lot and the Owners Corporation must comply including:

- (a) requirements for use and operation of Shared Facilities;
- (b) the apportionment of costs for Shared Facilities;
- (c) architectural standards and controls, which are generally contained in the Architectural Code in the Strata Management Statement; and
- (d) insurance requirements for Owners or Occupiers of a Lot and the Owners Corporation.

#### **3.2 Compliance with Strata Management Statement**

- (a) All Owners and Occupiers of a Lot and the Owners Corporation must comply with the Strata Management Statement.
- (b) When appointing a Strata Manager, the Owners Corporation may (but is not obliged to) appoint the same strata manager appointed by the Building Management Committee.

#### **3.3 Copies of Strata Management Statement**

An Owner or an Occupier of a Lot may contact the Strata Manager if they would like a copy of the Strata Management Statement (at their own cost).

#### **3.4 Building Management Committee**

The Building Management Committee is established under the Strata Management Statement to administer issues affecting the Strata Scheme and the various components of the Buildings.

The Owners Corporation is a member of the Building Management Committee. It must, by special resolution according to the Development Act, appoint a Representative to represent and vote for it at meetings of the Building Management Committee.

#### **3.5 Appointing a Representative and Substitute Representative**

The *Strata* Committee may:

- (a) appoint a Representative and Substitute Representative for the Owners Corporation for one or more of the members of the *Strata* Committee; and

- (b) terminate the appointment of a Representative and Substitute Representative at any time.

### **3.6 Consents under the Strata Management Statement**

Nothing in the By-Laws gives an Owner or Occupier of a Lot or the Owners Corporation consent to do anything which is prohibited or regulated by the Strata Management Statement. A consent under the By-Laws does not relieve an Owner or Occupier of a Lot or the Owners Corporation from obligations to obtain consents under the Strata Management Statement.

### **3.7 Inconsistencies between the By-Laws and the Strata Management Statement**

If there is an inconsistency between a By-Law and the Strata Management Statement, the Owners Corporation must amend the inconsistent By-Law to make it consistent with the Strata Management Statement.

### **3.8 Shared Facilities**

- (a) In respect of any Shared Facility which is located on or in the Common Property, the Owners Corporation:
  - (i) must comply with the terms of the Strata Management Statement so far as it relates to that Shared Facility; and
  - (ii) must not restrict access to that Shared Facility by any party who is entitled to access under the Strata Management Statement.
- (b) In respect of any Shared Facility which is located within a Lot, the Owner and Occupier of that Lot:
  - (i) must comply with the terms of the Strata Management Statement so far as it relates to that Shared Facility; and
  - (ii) must not restrict access to that Shared Facility by any party who is entitled to access under the Strata Management Statement.

## **4 ARCHITECTURAL CODE**

The Architectural Code for the Building is in the Strata Management Statement. It applies to the Lot and to the Strata Scheme and Land generally. The Owner or Occupier of the Lot must comply with the Architectural Code and obtain all necessary consents under the Architectural Code before they carry out any works in, on or to the Lot. The Owner's or Occupier's obligations under the Architectural Code apply in addition to their obligations under the By-Laws.

## **5 EXCLUSIVE USE BY-LAWS**

### **5.1 Purpose of the Exclusive Use By-Laws**

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.

### **5.2 Amendments to Exclusive Use By-Laws**

The Owners Corporation may, by Special Resolution:

- (a) create, amend or cancel an Exclusive Use By-Law with the written consent of each Owner who benefits (or will benefit) from the Exclusive Use By-Law; and
- (b) amend or cancel this By-Law 5.2 only with the written consent of each Owner who

benefits (or will benefit) from the Exclusive Use By-Laws.

### **5.3 Occupiers rights**

An Owner may allow another Owner or an Occupier to exercise their rights under an Exclusive Use By-Law. However, the Owner remains responsible to the Owners Corporation and, where appropriate, Authorities to comply with the obligations under the Exclusive Use By-Law.

### **5.4 Regular accounts for costs**

If an Owner is required under an Exclusive Use By-Law to contribute towards the costs of the Owners Corporation, the Owners Corporation must give the Owner regular accounts of the amounts owed. The Owners Corporation may:

- (a) include those amounts in notices for an Owner's administrative fund or sinking fund contributions; and
- (b) require the Owner to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

### **5.5 Repairing damage**

An Owner (or someone acting on the Owner's behalf) must repair damage caused by the Owner to Common Property or the property of another Owner or Occupier when the Owner exercises the Owner's rights or complies with the obligations under an Exclusive Use By-Law.

### **5.6 Indemnities**

An Owner indemnifies the Owners Corporation against all claims and liabilities caused by exercising the rights or complying with the obligations under an Exclusive Use By-Law.

### **5.7 Additional insurances**

In addition to the obligations under By-Law 27, the Owner must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising the rights or performing the obligations under an Exclusive Use By-Law.

## **6 BEHAVIOUR OF OWNERS, OCCUPIERS AND INVITEES**

### **6.1 General obligations**

An Owner or Occupier must not:

- (a) behave in 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) *ignite/smoke* cigarettes, cigars or pipes while on Common Property or allow smoke from them to enter Common Property;
- (d) use, operate or install electronic devices or equipment within a Lot which interfere with the peaceful enjoyment by an Owner or Occupier of any other Lot or the Common Property;
- (e) install or operate an alarm or security system with an audible signal within the Lot;
- (f) obstruct the lawful use of Common Property by any person;

- (g) do anything within a Lot or Common Property which is illegal; or
- (h) do anything which might damage the good reputation of the Owners Corporation.

## **6.2 Visitors, invitees, guests and contractors**

An Owner or Occupier must take all reasonable steps to ensure that its visitors, invitees, guests, contractors and agents do not use language or behave in a manner likely to cause offence or embarrassment or is likely to interfere with the peaceful enjoyment of the Owner or Occupier of any other Lot or to any person lawfully using the Common Property.

## **6.3 Noise**

An Owner or Occupier must not create any nuisance or excessive noise in a Lot or the Common Property which is likely to interfere with the peaceful enjoyment of the Owner or Occupier or any other Lot or any other person lawfully using Common Property.

## **6.4 Comply with the Law**

- (a) An Owner or Occupier must comply on time and at their own cost with all Laws relating to:
  - (i) their Lot;
  - (ii) the use of their Lot; and
  - (iii) Common Property to which a licence, lease or a right to use under an Exclusive Use By-Law has been granted.
- (b) The matters an Owner or Occupier must comply with include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of any Authority.

## **6.5 Notices to be observed**

An Owner or Occupier must comply with the terms of any notice displayed on Common Property by the Owners Corporation, a service provider or any other relevant Authority.

# **7 PRESCRIBED USE**

## **7.1 Intended purpose**

An Owner or Occupier must not:

- (a) use the Lot, the Car Parking Area, Common Property or Common Facilities for any purpose other than that for which they are intended;
- (b) without the prior written consent of the Owners Corporation and the relevant Authority, use a Lot for any purpose other than for the permitted use authorised in writing by the relevant consent Authority; and
- (c) use any part of the Lot other than that comprising an Apartment as a place of abode or residence.

# **8 RESPONSIBILITY FOR OTHERS**

## **8.1 Obligations of Owners and Occupiers**

- (a) An Owner or Occupier must:

- (iii) take all reasonable actions to ensure its visitors, invitees, guests contractors and agents comply with the By-Laws;
  - (iv) take all reasonable steps to ensure its visitors, invitees, guests, contractors and agents who are not complying with the By-Laws immediately leave the Lot and Common Property;
  - (v) take reasonable care about who is invited into the Lot and Common Property; and
  - (vi) accompany visitors at all times, except when they are entering or leaving the Lot and Common Property.
- (b) An Owner or Occupier must not allow another person to do anything which an Owner or Occupier cannot do under the By-Laws.

## **8.2 Requirements when leasing or licensing a Lot**

- (a) If a lease or licence is granted over a Lot, the Owner must ensure the Occupier:
- (i) is provided with an up-to-date copy of the By-Laws; and
  - (ii) complies with the By-Laws.
- (b) The Owner must take all actions available, including action under the relevant lease or licence agreement, to ensure the Occupier complies with the By-Laws or if they do not comply ensure that they leave the Lot and Common Property.

## **9 OWNERS AND OCCUPIERS OBLIGATIONS FOR THEIR LOT**

### **9.1 General obligations**

An Owner or Occupier must:

- (a) keep the 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 the Lot (whether or not they made the installation or alteration);
- (c) notify the Owners Corporation if there is a change to the existing use of the Lot in a way which may affect the insurance policies or premiums payable for any insurances effected by the Owners Corporation (see By-Law 27);
- (d) at the Owners or Occupiers expense, comply with all Laws concerning the Lot; and
- (e) at the Owners or Occupiers expense, comply with any order or requirements issued by any Authority in respect of the Lot.

See By-Law 27 for important information about increasing and paying for insurance premiums.

### **9.2 Obtaining Consent from the Owners Corporation**

- (a) Subject to the By-Laws, prior consent must be obtained from the Owners Corporation to:
- (i) carry out Building Works;
  - (ii) keep anything in the Lot which is visible from outside the Lot and is not in keeping with the appearance of the Building or the By-Laws;

- (iii) install bars, screens, safety devices, grilles or locks on the exterior of the windows and doors of the Lot, if they are visible from outside the Lot subject to the exception for window safety devices for child safety as referred to in By-Law 9.3;
  - (iv) attach, install or hang an aerial, security device or wires outside the Lot or any part of the Common Property;
  - (v) store anything in a Car Park Lot (other than a Vehicle);
  - (vi) enclose a Car Park Lot;
  - (vii) install an intruder alarm with an audible signal; or
  - (viii) erect a sign in or upon the Lot or on the Common Property (except as may be permitted under By-Law 14).
- (b) The Owners Corporation or the Strata Manager should be contacted to confirm whether or not consent for the proposed Building Works will be required as the above list is not definitive.

### **9.3 Window Safety Devices- child Safety**

- (a) Subject to By-Law 9.3(b), an Owner or Occupier of a Lot may install a complying Window Safety Device on a window in their Lot in compliance with section 64A of the Management Act. No Owners Corporation approval is required provided that the installation is in accordance with the Management Act and all Laws.
- (b) Where an Owner or Occupier of a Lot installs a Window Safety Device under this By-Law 9.3, such Owner and Occupier must:
- (i) repair any damage caused to any part of the Common Property by the installation of the device; and
  - (ii) ensure that the device is installed in a competent and proper manner and has an appearance, after it has been installed, in keeping with the appearance of the Building.

### **9.4 Floor coverings**

An Owner or Occupier must ensure that all floor space in an Apartment is covered or treated to an extent sufficient to prevent the transmission of noise which might unreasonably disturb the peaceful enjoyment of the Owner or Occupier of another Lot or any other person lawfully using Common Property. An Owner or Occupier must comply with any Australian Standards regarding floor coverings.

### **9.5 Changing floor coverings**

An Owner or Occupier must not remove or interfere with floor coverings or treatments in a Lot which assist to prevent the transmission of noise which might unreasonably disturb the peaceful enjoyment of the Owner or Occupier of another Lot or any other person lawfully using Common Property. This By-Law does not affect any requirement under any Law to obtain a consent to, Approval for or any other authorisation for the changing of the floor covering or surface concerned.

### **9.6 Window treatments**

Under the Architectural Code, an Owner or Occupier must obtain consent from the Owners Corporation to place solar film or similar treatments on the internal or external surfaces of any glazing forming part of the exterior walls of an Apartment.

### **9.7 Window coverings**

Under the Architectural Code, an Owner or Occupier must obtain consent from the Owners Corporation to place, install or retain curtains, blinds, louvres, shutters or other window or door treatments on or in an Apartment other than those which have a cream or off white appearance from outside an Apartment and any replacement window covering must match the original colour and style in order to preserve the External Appearance of the Building.

### **9.8 Sunshades**

- (a) Under the Architectural Code, the consent must be obtained from the Owners Corporation to affix a sun shade, sun blind, awning or other sun shading device to the exterior of an Apartment and within the cubic space of the Apartment, and will by operation of this By-Law if attached to Common Property effectively transfer the responsibility to maintain, replace and repair the Common Property to the owner of the lot benefited by the installation.
- (b) If the sunshade, blind or awning is not within the cubic space of the Apartment and is attached to Common Property its installation can only be approved by an exclusive use by-law, passed by Special Resolution at a General Meeting of the Owners Corporation.

### **9.9 Cleaning windows**

Subject to By-Law 9.10 and the Architectural Code, all glazing forming part of the exterior walls of an Apartment (even where they form part of the Common Property) that can be accessed safely, must be cleaned on all surfaces by the Owner or Occupier or a person engaged by the Owner or Occupier to do so.

### **9.10 Rights of the Owners Corporation to clean windows**

The Owners Corporation may resolve to clean the glazing in the Building. If the Owners Corporation resolves to clean external glazing for an Apartment, the Owner or Occupier will be excused from the obligation to clean the glazing under By-Law 9.9, for the period the Owners Corporation resolves to clean the glazing.

### **9.11 Hanging out of washing**

- (a) An Owner or Occupier of a Lot may hang any washing on any lines provided by the Owners Corporation for that purpose. Such washing may only be hung for a reasonable period.
- (b) An Owner or Occupier of a Lot may hang washing on any part of the Lot provided that the washing will not be visible from street level outside the parcel or not visible from the Level 4 Outdoor Podium Area.
- (c) An Owner or Occupier of a Lot may hang washing on any part of the Lot that will be visible from street level outside the parcel only if the Owner or Occupier has the prior written approval of the Owners Corporation.

In this By-Law "washing" includes any clothing, towel, bedding or other article of a similar type.

### **9.12 Storage of inflammable substances in Lots and Common Property**

An Owner or Occupier must not, except with the prior written approval of the Owners Corporation, use or store in a Lot or upon Common Property, any inflammable chemical, liquid or gas or other inflammable material or dangerous substances or materials. This By-Law 9.12 does not apply to chemicals, liquids, gasses or other material used as lawfully commercial and retail cleaning products or as permitted under By-Law 11.3.

### **9.13 Storage of inflammable substances in Car Parking Areas**

An Owner or Occupier of a Lot must not under any circumstances, keep, store or use in the Car Parking Area any inflammable chemical, liquid, gas or other inflammable material or dangerous substances or materials.

## **10 EXTERNAL APPEARANCE & THE BALCONY OF AN APARTMENT**

### **10.1 General**

- (a) Keeping outdoor furniture, landscaping and other items on the Balcony of the Lot is regulated by the Architectural Code.
- (b) Subject to the By-Laws and the Strata Management Statement, the Owner or Occupier of a Lot must not, without the written consent of the Owner's Corporation, maintain within the Lot anything visible outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of the Building.

### **10.2 Removing items from a Balcony**

To enable the Owners Corporation to inspect, repair or replace Common Property, the Owners Corporation may require an Owner or Occupier (at the Owner's or Occupier's own expense) to temporarily remove and store personal items from the Balcony of an Apartment.

### **10.3 Non-compliance**

The Owners Corporation may require the Owner or the Occupier (at their cost) to remove items from a Balcony which do not comply with By-Law 10.1.

## **11 STORING AND OPERATING A BARBEQUE**

### **11.1 Rights and obligations**

A portable barbeque may be stored and operated on the Balcony of an Apartment subject to any requirements set out in the Architectural Code.

### **11.2 Operating Barbeques**

Barbeques may only be operated between the hours of 7:00 am and 9:30 pm (or during other hours approved by the Owners Corporation).

### **11.3 Barbeques not to cause interference with others**

When a barbeque is used, an Owner or Occupier must not create smoke, odours, noise or *cleaning waste* which interferes unreasonably with another Owner or Occupier.

## **12 KEEPING AN ANIMAL**

### *12.1 Animals may be kept*

- (a) Subject to section 49(4) of the Management Act, an Owner or Occupier of a Lot must not, without the prior written approval of the Owners Corporation, keep any animal (except one cat, one small dog or *two* small caged *birds*, or fish kept in a secure aquarium on the lot) on the Lot or the Common Property.
- (b) The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a Lot or the Common Property.
- (c) *A small dog is defined as being of a weight up to approximately 10kg and is easily carried by the Owner or Occupier.*

- (d) If an Owner or Occupier of a Lot keeps a cat or small dog on the Lot then the Owner or Occupier must:
  - (i) notify the Owners Corporation *within 14 days using the prescribed form* that the animal is *to be kept* on the Lot. *The Owners Corporation is to keep a Pet Register;*
  - (ii) keep the animal within the Lot;
  - (iii) *ensure dogs are on a leash and under control at all times when they are on the Common Property;* and
  - (iv) take such action as may be necessary to clean all areas of the Lot or the Common Property that are soiled by the animal. *Ensure their pet is not noisy or negatively impacting on other residents.*

## **12.2 Visitors of an Owner or Occupier**

Visitors must not bring an animal onto the Land unless the animal is a guide dog, hearing dog or other animal trained to assist to alleviate the affect of a disability and the visitor requires the dog or other animal because of a visual disability, a hearing disability or any other disability.

## **13 AIR CONDITIONING**

### **13.1 Air Conditioned Lots**

- (a) Owners and Occupiers have the exclusive use and enjoyment of the components of the air conditioning system exclusively servicing that Owner or Occupier's Lot.
- (b) Each Owner is responsible for the proper repair, maintenance and replacement of the components of the air conditioning system exclusively servicing that Owner's Lot referred to in By-Law 13.1(a).
- (c) The components of the air conditioning system will include but will not be limited to a compressor, a condenser, an evaporator, a fan call unit and any pad on which the equipment is mounted, associated refrigeration pipes, service conduits and air ducting, electrical cabling, support brackets and support trays which contain the cabling ducting and pipes.

### **13.2 Retrofit air conditioning**

- (a) Any Owner who wishes to retrofit air conditioning into their Lot must make written application to the Owners Corporation.
- (b) The Owners Corporation must not unreasonably withhold its consent to an application made in writing pursuant to By-Law 13.2(a) subject to the Owner making the application (the "Applicant") complying with the following:
  - (i) all requirements of the Owners Corporation and, in particular, air conditioning installation requirements, rules and by-laws enacted by the Owners Corporation;
  - (ii) must be installed in accordance with all Approvals as may be required by any Authority;
  - (iii) the air conditioning outlet, the coolant pipes, plant and equipment and electrical wiring connecting the air conditioning outlet in the Lot must be installed by a qualified contractor approved by the Owners Corporation;
  - (iv) the type of unit to be installed and location of the unit must be approved by the Owners Corporation;

- (v) all installation costs of the air conditioning unit and equipment are at the sole cost of the Applicant;
  - (vi) the Applicant must procure its contractor to install the air conditioning equipment at such times as the Owners Corporation may stipulate at their sole discretion;
  - (vii) the Applicant will be responsible (at its cost) to make good all damage to the Building Common Property or Common Facilities resulting from installation or removal of the air conditioning unit and equipment;
  - (viii) if the Applicant fails to make good in accordance with By-Law 13.2(b)(vii) within a reasonable time of written notice to do so by the Owners Corporation, then the Owners Corporation may repair and make good any such damage at the cost of the Applicant which cost will become a debt due and owing by the said Owner to the Owners Corporation or the Owner or Occupier of the other affected Lots;
  - (ix) all works carried out in connection with installation of air conditioning equipment and its removal must be carried out in a good and tradesmanlike manner at the expense of the Applicant;
  - (x) following installation as approved under this By-Law 13.2, the Owner and Occupier of that Lot will have the exclusive use and enjoyment of the components of the air conditioning system exclusively servicing that Owner's Lot; and
  - (xi) the Owner will be responsible for the proper repair, maintenance and replacement of the components of the air conditioning system referred to in By-Law 13.2, (b)(x).
- (c) Any Owner who wishes to retrofit air conditioning in accordance with this By-Law 13.2 must firstly satisfy themselves with the energy service provider of the availability and sufficiency of the power supply to the Building to enable the satisfactory operation of the air conditioning.

## **14 ERECTING SIGNAGE**

### **14.1 Obligations of Owners and Occupiers**

Except as permitted under By-Laws 14.2 and 14.3, an Owner or Occupier must obtain the consent of the Owners Corporation if they propose to erect, attach or exhibit a sign upon their Lot or on the Common Property.

### **14.2 The Developer**

While the Developer is an Owner, the Developer and any party on behalf of or authorised by the Developer does not need consent from the Owners Corporation to erect and display "For Sale" or "For Lease" or any other signage on any part of the Building nor to carry out Marketing Activity upon Common Property or in a Lot which the Developer owns or leases.

### **14.3 Qualification**

The provisions of this By-Law 14 do not apply to any sign attached, erected or exhibited to any part of the Building or Common Property pursuant to the right to do so under an Exclusive Use By-Law or easement or restrictive covenant burdening or benefiting the Common Property.

## **15 MOVING AND DELIVERING FURNITURE AND GOODS**

### **15.1 Moving in**

An Owner or Occupier must make arrangements with the Owners Corporation at least 48

hours before moving in to or out of the Building or moving large articles (for example, furniture) through Common Property.

## **15.2 Owners and Occupiers**

When taking deliveries or moving furniture or goods through Common Property (including the delivery of goods), an Owner or Occupier 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 (or the person making the delivery) caused to Common Property by the delivery or moving of furniture or goods through Common Property; and
- (c) if an Owner or Occupier (or any person making a delivery on behalf of the Owner or Occupier) spills anything onto Common Property, immediately remove the item and clean that part of the Common Property.

## **15.3 Rules**

The Owners Corporation may make Rules to control the delivery of furniture and goods in the Building and, in particular, for the use of the Common Property Lift for this purpose.

## **15.4 Building Management Committee Procedures**

An Owner and Occupier must comply with any rules and procedures adopted by the Building Management Committee regarding moving in to or out of the Building or moving large articles (for example, furniture) through the Land and any requirements set out in the Strata Management Statement.

# **16 CAR PARKING AREA**

## **16.1 Obligations**

An Owner or Occupier who is allocated a Car Park Lot or who has a car space included in Lot for an Apartment ("Car Space") must:

- (a) only park in the Car Space allocated to them;
- (b) only drive in the direction indicated by arrows in the Car Parking Area;
- (c) when driving a Vehicle in the Car Parking Area, not exceed the speed of 10 kph;
- (d) co-operate with other Lot Owners or Occupiers in the Car Parking Area; and
- (e) keep the Car Space allocated to them clean and tidy and free from grease.

## **16.2 Covenants**

The Owner or Occupier who is allocated a Car Space must not:

- (a) park Vehicles greater than the Car Space;
- (b) use the Car Space of another Owner or Occupier;
- (c) create any noise within the Car Parking Area or in the Car Space which is likely to interfere with the peaceful enjoyment of an Owner or Occupier of another Lot or of any person lawfully using the Car Parking Area;
- (d) assign the Security Key(s), access keys and necessary access devices for the Car

Parking Area without the consent of the Owners Corporation;

- (e) assign, lease or licence the Car Space within the Car Parking Area without the consent of the Owners Corporation, which may not be unreasonably withheld.

### **16.3 Common Property**

Subject to By-Laws 16.4 and 33, an Owner or Occupier or their invitees must not park or stand any motor Vehicle on Common Property without the prior consent of the Owners Corporation.

### **16.4 Visitor Car Spaces**

An Owner or Occupier:

- (a) must not park or stand any Vehicle in a Visitor Car Space;
- (b) must not permit any other person to park or stand a Vehicle in a Visitor Car Space unless that person is a genuine visitor of that Owner or Occupiers (and is not a person who stays in that Owner's or Occupier's Lot for more than 2 consecutive nights at any one time);
- (c) must not permit any contractor or employee of the Owner or Occupier to park or stand a Vehicle in a Visitor Car Space;
- (d) must not give any person a key or Security Key to the Building for the purposes of allowing that person to use a Visitor Car Space;
- (e) must comply with all Rules relating to the use of the Visitor Car Space;
- (f) must comply with the directions of the Owners Corporation in connection with access to and use of the Visitor Car Spaces; and
- (g) must ensure their visitors comply with the directions of the Owners Corporation in connection with access to and use of the Visitor Car Spaces.

## **17 STORAGE**

### **17.1 Storage Area**

- (a) An Owner or Occupier who is allocated a Storage Area or who has a Storage Area included in a Lot must:
  - (i) only store goods of a residential nature in the Storage Area;
  - (ii) comply with all Laws and orders of any Authority;
  - (iii) ensure the goods are not of a dangerous nature; and
  - (iv) keep the Storage Area clean and tidy and in good condition.
- (b) An Owner or Occupier must not create a nuisance, hazard or disruption to Common Property or users of Common Property or an Owner or Occupier of any other Lot when exercising its rights under By-Law 17.1(a).

## **18 GARBAGE DISPOSAL**

### **18.1 Garbage Disposal Area**

The Common Property Garbage Disposal Area(s) as designated on the Strata Plan are to be used for the disposal of garbage and recyclable materials by the Owners and Occupiers of the

Lots.

## **18.2 Disposal methods**

- (a) The Owners and Occupiers of a Lot must:
- (i) comply with the local Council's requirements for the storage, handling and collection of garbage, waste and recyclable material;
  - (ii) drain and securely wrap all garbage for a Lot and daily dispose of garbage in the garbage bins stored in the Garbage Disposal Area during the permitted times in By-Law 18.3;
  - (iii) dispose of recyclable material in the recycling bins stored in the Garbage Disposal Area during the permitted times in By-Law 18.3; and
  - (iv) deposit garbage, recyclable materials and other waste from the Lot in accordance with the reasonable requirements of the Owners Corporation.
- (b) An Owner or Occupier must make their own private arrangements for disposing of garbage, recyclable materials or waste which cannot be removed by Council or by private services organised by the Owners Corporation.

## **18.3 Disposal hours**

The Owner or Occupier of a Lot may only dispose of garbage or recyclable material in the Garbage Disposal Area between 6.30am and 9.30pm daily or as otherwise advised by the Owners Corporation.

## **18.4 Storage**

The Owner or Occupier of a Lot must store garbage or recyclable material within their Lot until the disposal times permitted under By-Law 18.3.

## **18.5 Disposal obligations**

The Owner or Occupier of a Lot must ensure when in the process of disposing garbage or recyclable material from the Lot to the Garbage Disposal Area that:

- (a) the garbage and recyclable material being transferred from the Lot is securely wrapped and drained and does not leak or spill over the Common Property or anywhere else within the Building; and
- (b) at its cost clean up or remove anything which the Owner or Occupier may have spilled or leaked on the Common Property or anywhere else within the Building as a consequence of transferring garbage, recyclable materials or waste from the Lot to the Garbage Disposal Area or otherwise.

## **18.6 Owners Corporation disposal obligations**

The Owners Corporation must:

- (a) ensure that the Garbage Disposal Area is kept hygienically clean and free of vermin, pests or infection and is washed down regularly; and
- (b) must ensure that the garbage, recyclable material or waste is regularly removed and collected by Council or private services in accordance with all Laws.

## **18.7 Signage**

The Owners Corporation may post signs on the Common Property with the instructions on the handling of garbage, waste and recyclable material that are consistent with the local Council's requirements.

#### **18.8 Dangerous waste**

This By-Law 18 does not allow an Owner or Occupier of a Lot to dispose of any chemical, biological, toxic, environmentally dangerous or otherwise hazardous waste in a manner that would contravene any Law applying to the disposal of waste.

### **19 CARRYING OUT BUILDING WORKS**

#### **19.1 Obtaining consent**

Subject to the By-Laws, consent must be obtained before carrying out the Building Works from the Owners Corporation to carry out the Building Works if the proposed Building Works affect Common Property or the External Appearance of the Strata Scheme. The Architectural Code also regulates the Building Works which affect Common Property, Shared Facilities and the External Appearance of the Strata Scheme. The Owner or Occupier of a Lot must obtain all necessary consents from all relevant Authorities before carrying out the Building Works.

#### **19.2 No consent necessary**

- (a) Consent from the Owners Corporation will not be required under this By-Law to:
  - (i) (for the Developer), erect a "For Sale" or "For Lease" sign or any other signage according to By-Law 14.2;
  - (ii) alter or remove an Inter-Tenancy Wall according to By-Law 1.1(c);
  - (iii) carry out Building Works which an Owner or Occupier is entitled to carry out under an Exclusive Use By-Law; or
  - (iv) any Building Works carried out by or on behalf of the Developer as original owner.
- (b) However, By-Laws 19.3 to 19.5 (inclusive) must be complied with when an Owner or Occupier erects the sign or carries out the Building Works.

#### **19.3 Procedures before carrying out Building Works**

Before any Building Works are carried out, an Owner or Occupier must:

- (a) obtain necessary consents from the Owners Corporation and all relevant Authorities;
- (b) find out where service lines and pipes are located;
- (c) obtain consent from the Owners Corporation if it is proposed to interfere with or interrupt those services; and
- (d) if consent is not required to carry out the Building Works, give the Owners Corporation at least 14 days written notice describing what is proposed to be done. This notice must be given before commencement of the Building Works.

#### **19.4 Procedures when carrying out Building Works**

When carrying out Building Works, an Owner or Occupier must:

- (a) use qualified, reputable, licensed and insured contractors;
- (b) carry out the Building Works with due diligence in a proper and workmanlike manner,

and to the reasonable satisfaction of the Owners Corporation;

- (c) comply with the requirements of all relevant Authorities and the consents from the relevant Authorities;
- (d) use only qualified and, where appropriate, licensed tradespersons;
- (e) ensure the works are carried out without undue delay;
- (f) cause as little disturbance to the Owners and Occupiers as is practicable;
- (g) ensure no materials, tools, rubbish or debris are let lying about the Common Property;
- (h) ensure that no damage is caused to the Common Property, or if Damage is caused, immediately make good that damage;
- (i) ensure that no damage is caused to the property of any other Owner or Occupier, or if caused, immediately make good that damage; and
- (j) ensure that the Building Works are only carried out within the times permitted by any consent of the relevant Authorities and (if applicable) within the times permitted by the approval of the Owners Corporation.

#### **19.5 Arrangements to be made with the Owners Corporation**

Before carrying out Building Works (including Building Works for which the consent of the Owners Corporation is not required) an Owner or Occupier must:

- (a) arrange with the Owners Corporation a suitable time and means by which to access the Building and Common Property for purposes associated with those Building Works;
- (b) comply with the reasonable requirements of the Owners Corporation about the time and means by which the Owner or Occupier must access the Building and Common Property; 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 may access the Building and Common Property and that contractors do not breach any security in place for the Strata Scheme.

## **20 INTER-TENANCY WALLS**

### **20.1 Altering or removing an Inter-Tenancy Wall**

- (a) Subject to this By-Law, an Inter-Tenancy Wall may be altered or removed if:
  - (i) the Lots separated by the Inter-Tenancy Wall are owned by the same Owner;
  - (ii) it is not a structural wall;
  - (iii) before any work is carried out, the Owners Corporation is provided with a certificate from a qualified structural engineer acceptable to the Owners Corporation (acting reasonably) certifying that the Inter-Tenancy 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 or Common Property); and
  - (iv) the Owner complies with the procedures in this By-Law 20.1.
- (b) Otherwise, the consent of the Owners Corporation to alter or remove an Inter-Tenancy

Wall must be obtained prior to the alteration or removal.

## **20.2 Necessary consents**

All necessary consents must be obtained from all relevant Authorities before altering or removing an Inter-Tenancy Wall.

## **20.3 Conditions for the work**

It is a condition of altering or removing an Inter-Tenancy Wall that:

- (a) the work is carried out in the method certified by the structural engineer under By-Law 20.1;
- (b) if appropriate, compliance with section 14 of the Development Act and lodgement of any necessary building alteration plan with the Registrar- General;
- (c) compliance with By-Laws 19.3 to 19.5 (inclusive); and
- (d) acknowledge by the Owner and for future Owners of the relevant Lot that the Owners Corporation does not have to reinstate the Inter-Tenancy Wall.

## **21 PROVISION OF AMENITIES OR SERVICES**

### **21.1 Enter into agreements**

The Owners Corporation may determine to enter into arrangements or agreements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots or the Common Property or Shared Facilities:

- (a) security services;
- (b) promotional services;
- (c) advertising;
- (d) commercial cleaning;
- (e) domestic services;
- (f) garbage and waste disposal and recycling services;
- (g) electricity, water or gas supply;
- (h) lift maintenance;
- (i) hydraulic system and air conditioning service;
- (j) essential service certification;
- (k) telecommunication services (for example, cable/satellite television, satellite receiving discs and antennas, Internet etc);
- (l) management and maintenance of the Strata Scheme and Common Property;
- (m) fire safety service; and
- (n) any other service nominated by the Owners Corporation.

### **21.2 Consideration to be specified**

If the Owners Corporation makes a determination referred to in By-Law 21.1 to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

### **21.3 Access to Common Property**

The Owners Corporation must put in place arrangements to allow access to the Building by providers of the services referred to in By-Law 21.1.

## **22 LICENCES**

### **22.1 Owners Corporation licences with Owners and Occupiers**

- (a) The Owners Corporation has the power to grant licences to Owners to use parts of Common Property.
- (b) The Owners Corporation may exercise its powers under this By-Law only by Special Resolution at a general meeting.

### **22.2 Owners Corporation licences with third parties**

- (a) The Owners Corporation has the power to grant licences to third parties enabling a third party to access, occupy or use Common Property area including affixing or installing the third party's own structures, plant and equipment), and Common Property plant or equipment for the purpose of entering into private contracts with Owners and Occupiers to provide additional services or benefits appurtenant to their lots provided always that a licence fee is paid to the Owners Corporation by the licensee in respect of the access, occupation or use of the Common Property granted by the licence and a minimum number of 10 Owners or Occupiers of Lots within the Strata Scheme have agreed to enter into private contracts (and for the licence to continue a minimum number of 10 Owners or Occupiers must remain in private contracts) for the services or benefits to be provided by the licensee.
- (b) The Owners Corporation may exercise its powers under this By-Law only by Special Resolution at a general meeting.

### **22.3 Provisions for licences**

Licences granted by the Owners Corporation under this By-Law may include provisions concerning, but need not be limited to:

- (a) identification of the parties;
- (b) payments under the licence;
- (c) the term of the licence;
- (d) the permitted uses of licensed areas;
- (e) the permitted uses of licensed Common Property plant and equipment;
- (f) any restrictions on access, occupation or use of the licensed area;
- (g) any restrictions on access, occupation or use of the licensed Common Property plant and equipment;
- (h) insurances the licensee must effect;

- (i) cleaning and maintaining the licensed area; and
- (j) repair, replacement or upgrading of licensed plant and equipment.

## **23 CONTROLS ON HOURS OF OPERATION AND USE OF FACILITIES**

### **23.1 Determination of operation hours**

The Owners Corporation may, by Special Resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the Lots or Common Property:

- (a) that activities (i.e. washing) may be conducted on a Lot or Common Property only during certain times; and
- (b) that Common Facilities may be used only during certain times under certain conditions.

### **23.2 Compliance**

An Owner or Occupier must comply with a determination referred to in By-Law 23.1.

## **24 COMMON FACILITIES**

### **24.1 Common Facilities generally**

The following conditions apply to the use of the Common Facilities:

- (a) animals are not permitted in and around the Common Facilities other than as may be permitted under By-Law 12;
- (b) running, playing ball, use of bikes, scooters, skateboards, and roller blades, noisy and hazardous activities are prohibited in and around the Common Facilities and all people using the Common Facilities must conduct themselves in a manner so as not to disturb an Owner or Occupier of another Lot.

### **24.2 Landscaping**

The Owners Corporation must keep, repair and maintain the Landscaped Areas to a standard determined by the Owners Corporation from time to time. In respect of the Landscaped Areas, an Owner or Occupier or their invitees must not:

- (a) alter or change the landscaping within the Landscaped Areas;
- (b) change or alter the timer or any other part of the landscaping irrigation system for the Landscaped Areas; or
- (c) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property.

### **24.3 Notice Board**

The Owners Corporation must cause a notice-board to be affixed to some part of the Common Property.

## **25 DAMAGE TO COMMON PROPERTY**

### **25.1 Owners and Occupiers obligations**

Subject to the By-Laws, an Owner or Occupier must:

- (a) use the Common Property and any equipment or services located thereon only for their intended purposes;
- (b) immediately notify the Owners Corporation if they know about or become aware of damage to or a defect in Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by an Owner, Occupier, or their visitors or persons doing work or carrying out Building Works at the Building on their behalf.

## **25.2 Owners Corporation Consent**

Subject to the By-Laws, an Owner or Occupier must obtain consent from the Owners Corporation to:

- (a) paint, mark, drive nails or screw or the like into or otherwise carry on any activity likely to damage, alter or deface any Common Property;
- (b) interfere with or damage Common Property;
- (c) remove anything from Common Property that belongs to the Owners Corporation; or
- (d) interfere with the operation of Common Property equipment or Services.

## **25.3 Flyscreens Exception**

An Owner or Occupier may install fly screens to external operable windows and external sliding doors, provided that:

- (a) the colour of the flyscreen is the same colour as the door or window being covered;
- (b) the construction of the flyscreen is of the same material as the door or window being covered; and
- (c) the design of the screen is in accordance with the Strata Management Statement and Architectural Code.

The Owner may not install fly screens on loggia louvre windows.

## **25.4 No additions**

An approval given by the Owners Corporation under By-Law 25.2 cannot authorise any additions to the Common Property.

## **25.5 Repair**

Notwithstanding any Law to the contrary, the Owner or Occupier must at their own expense repair any damage caused to any part of the Common Property as referred to in By-Law 25.2.

# **26 PRESERVATION OR FIRE SAFETY AND PREVENTION OF HAZARDS**

## **26.1 Fire Safety**

An Owner or Occupier of a Lot must not do anything or permit their visitors, invitees or guests to do anything on a Lot or the Common Property that is likely to affect the operation of fire safety devices in the Strata Scheme or to affect the operation of fire safety devices in the Strata Scheme or reduce the level of fire safety upon the Common Property or any other part of the Building.

## **26.2 Hazard Prevention**

An Owner or Occupier of a Lot must not do anything or permit their visitors, invitees or guests to do anything on a Lot or the Common Property that is likely to create a hazard or danger to the Owner or Occupier of any Lot or any person lawfully using the Common Property or any other part of the Building.

## **27 INSURANCE PREMIUMS**

### **27.1 Owners Corporation Consent**

An Owner or Occupier must obtain consent from the Owners Corporation to do anything that might invalidate, render violable, suspend or increase the premium for an insurance policy effected by the Owners Corporation.

### **27.2 Payments for increased premiums**

If the Owners Corporation grants consent under this or any other By-Law, it may make conditions that require reimbursement to the Owners Corporation for any increase in insurance premiums resulting from the Owner's or Occupier's actions or omissions relating to the matter for which consent was necessary. If an Owner or Occupier does not agree with the conditions, the Owners Corporation may refuse to grant its consent.

## **28 SECURITY AND COMMUNICATION SYSTEMS**

### **28.1 Strata Management Statement and Security**

The Strata Management Statement regulates security for the Strata Scheme and the Development. The rights and obligations of the Owners Corporation, Owners and Occupiers in this By-Law 28 are subject to the Strata Management Statement. In particular, the Owners Corporation must not do anything that would restrict access to any Shared Facilities in the Development in accordance with permitted usage under the Strata Management Statement.

### **28.2 Rights and obligations of the Owners Corporation**

The Owners Corporation must take reasonable steps to:

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

### **28.3 Installation of security equipment**

Subject to this By-Law, the Owners Corporation has the power (but is not obliged) to install on Common Property audio and visual security cameras, monitors and other audio and visual surveillance equipment and appropriate cabling to enable connection and operation of a security monitoring system for the Building, Strata Scheme and Development.

### **28.4 Restricting access to Common Property**

Subject to this By-Law, 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 or Apartment;
- (b) restrict by Security Key an Owner's or Occupier's access to levels in the Building and Strata Scheme where they do not own or occupy a Lot or have access to any Lot or Common Property pursuant to an Exclusive Use By-Law; and
- (c) allow security personnel to use part of Common Property to operate or monitor security of the Building, Strata Scheme and Development. The Owners Corporation may exclude an Owner or Occupier from using those parts of Common Property.

## **28.5 Owners and Occupiers obligations**

- (a) An Owner or an Occupier must not:
  - (i) interfere with security cameras, monitors or surveillance equipment; or
  - (ii) do anything that might prejudice the security or safety of the Building, Strata Scheme or the Development including preventing the Owners Corporation from attending to any and all requirements to access or inspect the fire safety equipment required by Law.
- (b) An Owner or Occupier must:
  - (i) take reasonable care to make sure that fire and security doors are locked or closed when they are not in use as required by Law;
  - (ii) upon receipt of reasonable notice, allow access to the Owners Corporation to enter and pass through their Apartment and remain on their Lot for as long as reasonably necessary to repair, maintain, service or replace security cameras, monitors or surveillance equipment or cabling situated on Common Property but which may only be accessed via an Apartment; and
  - (iii) meet the increased costs incurred by the Owners Corporation in the event they prevent, interfere, delay access required by Law to certify the existence and/or operating condition of the safety equipment.

## **29 FACILITIES MANAGER**

- (a) In addition to its powers under the Management Act, the Owners Corporation has the power to appoint and enter into agreements with a Facilities Manager to provide management and operational services for the Strata Scheme generally.
- (b) The Owners Corporation may enter into an agreement on such terms and conditions it sees fit subject to the requirements of the Development Act and the Management Act.
- (c) The *Strata* Committee on behalf of the Owners Corporation may enter such agreement during the Initial Period.

## **30 SECURITY KEYS**

### **30.1 Provision of Security Keys**

Subject to this By-Law, the Owners Corporation may give an Owner or Occupier a Security Key if access to Common Property is controlled for the purposes of By-Law 21.

A Security Key issued for a Lot will provide access to the lift lobbies on Steel Street and Ravenshaw Street, access via the lifts to Levels 3 and 4 of the building as well as access via a lift to the level in the building which contains the Lot.

### **30.2 Fees for additional Security Keys**

The Owners Corporation may charge a fee or bond for provision of extra or replacement Security Keys.

### **30.3 Ownership of Security Keys**

Security Keys remain the property of the Owners Corporation.

### **30.4 Management of the Security Key system**

The Owners Corporation has the power to:

- (a) re-code Security Keys; and
- (b) require Owner's and Occupier's to promptly return Security Keys to the Owners Corporation to be re-coded.

### **30.5 Owners and Occupiers obligations**

An Owner or Occupier 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;
- (b) take all reasonable steps not to lose Security Keys;
- (c) return Security Keys to the Owners Corporation if they are no longer required or if the Owners or Occupier will no longer be an Owner or Occupier of a Lot; and
- (d) notify the Owners Corporation immediately if a Security Key is misplaced, lost or stolen.

### **30.6 Prohibitions**

An Owner or Occupier must not:

- (a) copy a Security Key; or
- (b) give a Security Key to someone who is not an Owner or Occupier of a Lot in the Building without the prior permission of the Owners Corporation.

### **30.7 Procedures for leasing or licensing a Lot**

If a Lot is leased or licensed, the Owner of the relevant Lot 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.

## **31 RULES**

### **31.1 Powers of the Owners Corporation**

- (a) The Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of the Building and Strata Scheme and, in particular, the use and enjoyment of Lots and Common Property in the Strata Scheme.
- (b) The Rules and any changes thereof must be consistent with these By-Laws.
- (c) The Owners Corporation must at all time act in good faith and in a way that is consistent with the operation of the Strata Scheme.

### **31.2 Changing Rules**

The Owners Corporation may add to or change the Rules at any time from time to time.

### **31.3 Owners and Occupiers**

All Owners and Occupiers and their invitees must comply with the Rules.

### **31.4 Inconsistency of Rules with By-Laws**

If a Rule is inconsistent with the By-Laws or the requirements of an Authority, the By-Laws or requirements of the Authority prevail to the extent of the inconsistency.

### **31.5 Inconsistency of Rules with Strata Management Statement**

If a Rule is inconsistent with the Strata Management Statement, the Strata Management Statement prevails to the extent of the inconsistency.

## **32 PLAYING ON COMMON PROPERTY**

### **32.1 Obligations**

Skateboards, roller blades, scooters and push bikes are prohibited from being used in the Building or on any part of the Common Property including without limitation ingress and egress ramps and staircases to the Building and Development.

### **32.2 Adult supervision**

An Owners or Occupier or their visitors and invitees who have children under their care must ensure their children do not play within the Building or any part of the Common Property, unless accompanied by an adult exercising effective control who is in the presence of the children at all times and provided that By-Law 32.1 is complied with.

## **33 STORAGE OF BICYCLES & MOTOR CYCLES**

### **33.1 Designated areas**

An Owner or Occupier must not:

- (a) permit any bicycle or motor cycle to be stored on the Common Property, other than in an area as may be designated by the Owners Corporation from time to time specifically as a bicycle storage area or motor cycle storage area respectively; and
- (b) permit any bicycle or motor cycle to be kept in any part of the Common Property including without limitation the foyer, stairwells, hallways, garden areas, walkways, deck or other parts of the Common Property (other than an area designated under clause 33.1(a)).

## **34 GRANTING CONSENTS**

### **34.1 Application for consent**

A person must make an application for the consent of the Owners Corporation under these By-Laws in writing.

### **34.2 Consent may be granted**

Unless a By-Law states otherwise, consents under the By-Laws may be granted by:

- (a) the Owners Corporation at a general meeting; or
- (b) the Strata Committee of the Owners Corporation at a meeting of the Strata Committee.

### **34.3 Conditions**

- (a) The Owners Corporation may impose conditions of approval as they see fit in the course of granting consent to do things under the By-Laws.
- (b) An Owner or Occupier having obtained the consent of the Owners Corporation must comply with any condition of the consent granted.

#### **34.4 Revocation of consent**

The Owners Corporation may revoke their consent if an Owner or Occupier does not comply with:

- (a) conditions imposed when the consent was granted; or
- (b) the By-Law under which consent was granted.

### **35 CERTIFICATE**

A certificate signed by the Owners Corporation, or the Strata Manager about a matter or sum payable to the Owners Corporation in connection with the By-Laws or the Management Act is prima facie evidence of the amount or any other factual matter stated.

### **36 FAILURE TO COMPLY WITH BY-LAWS**

#### **36.1 The Owners Corporation**

The Owners Corporation may do anything on or in an Owner's or Occupier's Lot that should have been done under the Management Act or the By-Laws but which has not been done or, in the opinion of the Owners Corporation, has not been done properly by the Owner or the Occupier.

#### **36.2 Procedures**

The Owners Corporation must give an Owner or Occupier a written notice specifying when entry to a Lot will be required to carry out any necessary work pursuant to By-Law 36.1. The Owner or Occupier must:

- (a) give the Owners Corporation (or persons authorised by it) access to the Lot according to the notice and at the cost of the Owner or Occupier; and
- (b) pay the Owners Corporation for its costs for doing the work.

#### **36.3 Recovering money**

The Owners Corporation may recover any money owed to it by an Owner or Occupier under the By-Laws as a debt.

#### **36.4 Reimbursement of costs, charges and expenses**

- (a) The Owner or Occupier of a Lot must pay or reimburse the Owners Corporation on demand for any expenses of the Owners Corporation in connection with the contemplated or actual enforcement or preservation of any rights under the By-Laws in relation to the Owner or Occupier of a Lot.
- (b) The costs, charges and expenses incurred under this By-Law include, without limitation, legal and other expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern and its administration costs in connection with those events.

### **37 INTEREST ON OVERDUE MONEY**

An Owner or Occupier must pay interest on any amount that is due for payment and remains unpaid at the end of one month after it becomes due and payable at the rate equal to the rate stated in the Management Act or the regulations to the Management Act until paid.

### **38 OWNERS OR OCCUPIERS COST**

Anything which the Owner or Occupier is required to do under the By-Laws must be done at the cost of the Owner or Occupier.

### **39 APPLICATIONS AND COMPLAINTS**

An Owner or Occupier must make any applications and complaints to the Owners Corporation in writing and address them to the Strata Manager.

### **40 AMENDING BY-LAWS**

The Owners Corporation, may add, change or cancel By-Laws for the Strata Scheme by Special Resolution and in accordance with the requirements of the Management Act.

### **41 RIGHTS TO ENTER THE LOT**

#### **41.1 Rights of the Owners Corporation to Enter the Lot**

In addition to the rights under By-Law 36, the Owners Corporation, by its agents, employees, contractors, with or without tools and materials, has the right to enter the Lot to:

- (a) operate, inspect, test, treat, use, maintain, repair or replace Common Property;
- (b) carry out work required to be carried out by the Owners Corporation in accordance with or by order under the Management Act;
- (c) carry out work required to be carried out by the Owners Corporation by a notice served on it by any Authority;
- (d) carrying out work required to be carried out by the Owners Corporation in accordance with its rights and obligations in these By-Laws;
- (e) carrying out work to the gardens, planter boxes and landscaped areas in the Common Property adjacent to or near the Lot; and
- (f) accessing anchor points attached to Common Property adjacent to or near the Lot.

#### **41.2 Rights of the Building Management Committee to enter the Lot**

The Owners Corporation authorises the Building Management Committee to exercise its right to enter the Lot to operate, inspect, test, treat, use, maintain, repair or replace those items of Common Property in the Lot (or which is accessible through the Lot) which are Shared Facilities. The procedures with which the Building Management Committee must comply when it exercises the right are set out in the Strata Management Statement.

#### **41.3 Obligations of Owners and Occupiers**

- (a) Owners and Occupiers must permit the Owners Corporation to temporarily store any necessary equipment or material on their Lot in order for the Owner Corporation to undertake its functions in this By-Law 41.
- (b) Owners and Occupiers must not obstruct or hinder the Owners Corporation in the exercise of its functions in this By-Law 41.
- (c) If access is required though a Car Park Lot then the Owner or Occupier must temporarily move any Vehicle from the Car Park Lot if requested to do so by the Owners Corporation.

#### **42 CHANGE IN USE OF LOT TO BE NOTIFIED**

An Owner or Occupier of a Lot must notify the Owners Corporation and Building Management Committee if the Owner or Occupier intends to change the existing use of the Lot in a way that may affect the insurance premiums for the Strata Scheme or Building (for example, if the change of use results in hazardous activity being carried out on the Lot, or results in the Lot being used for commercial, retail or industrial purposes rather than residential purposes). This is not a definitive list of when the Owner or Occupier must notify the Owners Corporation and Building Management Committee for a change in use.

#### **43 MAINTENANCE OF THE BUILDING**

43.1 Unless otherwise specified in these By-Laws the responsibility for the maintenance of the components of the Building will be as stipulated in Registered Memorandum AG600000. Any component of the Common Property not mentioned in the said Registered Memorandum is to be maintained by the Owners Corporation.

43.2 Notwithstanding Clause 43.1, prior to Development Lot 52 being subdivided by a strata plan in accordance with the provisions of the registered strata development contract, the owners corporation will be responsible for the operation, maintenance and replacement of those parts of the building within Development Lot 52 which will eventually become common property by the registration of the aforementioned strata plan. The owners corporation will keep all such parts of the building in a state of good and serviceable repair.

#### **44 USE OF THE OUTDOOR PODIUM AREA**

The outdoor podium area can be used by the Owners and Occupiers and can only be used subject to the following conditions:-

- (a) The Outdoor Podium Area is to be used only for quiet recreational purposes which will not cause noise.
- (b) The area can only be used between the hours of 7:00am and 9:30pm or other times nominated by the *Strata* Committee.
- (c) By-laws numbered 6, 8, 23, 24 and 32 apply to the use of the outdoor podium area.
- (d) If an Owner or Occupier is intending to use the Outdoor Podium Area for a social gathering, then that Owner or Occupier must obtain permission to do so from the *Strata* Committee prior to the social gathering. The *Strata* Committee can establish the protocol for dealing with such requests and approvals.
- (e) After using the Outdoor Podium Area, the person/s is/are to leave that part of the Outdoor Podium Area used in a clean and tidy state.

#### **45 COMMON AMENITIES ROOM**

The Owners and Occupiers may use the Common Amenities Room that is located in the south west corner of the podium level subject to the following terms and conditions:-

- (a) Common Amenities Room may only be used between the hours of 7:00am and 9:30pm or other times nominated by the *Strata* Committee.
- (b) The use of the Common Amenities Room are subject to the control and supervision of the *Strata* Committee.
- (c) The Owners Corporation is responsible for the maintenance, replacement and repair of all furniture, fixtures and equipment within the Common Amenities Room and keeping them in a state of good order and serviceable repair. The owner's corporation is responsible for the cost of the electricity, water and telecommunications services consumed in the Common Amenities

Room.

- (d) After using the Common Amenities Room, it is to be left in a clean and tidy state by the users of it.
- (e) Bylaw 6, 8, 23, 24 and 32 apply to the Common Amenities Room.

#### **46 SHORT TERM ACCOMMODATION**

- 46.1 In this By-Law 46, "Short Term Accommodation" means occupation of a Lot by someone other than an Owner for a period of less than 3 months.
- 46.2 The Lots in this Strata Scheme have been approved by Council for residential accommodation and not for Short Term Accommodation. An Occupier must not occupy a Lot for a period of less than 3 months.
- 46.3 If an Owner wishes to use their Lot for Short Term Accommodation the Owner must obtain development consent from Council and the consent of the Owners Corporation prior to using the Lot for Short Term Accommodation.

#### **47 HUNTER WATER SUB-METERING**

Schedule 1 Design Criteria

Prior to Hunter Water installing Sub meters, the following criteria will need to be met:

- (a) The internal water service and each meter assembly are to be installed by a Plumber who is licensed by NSW Fair Trading.
- (b) All work on the internal water service and meter assemblies are to comply with the Plumbing Code of Australia and AS/NZ 3500.
- (c) Each individual service is required to have a lot and unit identification tag located above the meter; either a brass engraved plaque attached to a wall or a brass engraved disc attached to the unit's meter assembly. Discs are to be attached with a non-corrosive metal ring.
- (d) Meters and meter assemblies are located above ground and easily accessible at all times. Internal meter assemblies must not be higher than 1.5 metres.
- (e) The meter assemblies are installed in an accessible location for routine reading of the sub meters and for maintenance purposes. Meter assemblies are to be located adjacent to the boundary of each lot where possible or in an accessible location on common property. Meter assemblies are not to be installed behind fences, within enclosed areas or confined spaces. There are to be no safety hazards (such as gardens, overgrown vegetation or other obstructions) within the vicinity of the water meter which prevents safe access at any time.
- (f) The overall opening dimension on meter assemblies must match the standard length of an approved spacer for either a 20mm or 25mm meter, depending on the service requirements of the property. Approved spacers are available for purchase at most plumbing supply firms.
- (g) If the complex has special security requirements these requirements must be provided prior to entering into an agreement with Hunter Water.

Once all requirements have been met, a Hunter Water representative will inspect the property to confirm these details. If this inspection identifies any non-compliance, these issues will need to be resolved before proceeding with an agreement to provide services.

Please note additional fees will be payable for any subsequent inspections.

Schedule 2 Hunter Water By-Laws

1. In this By-Law the following provisions apply:

Accessible means the unfettered and unencumbered ability of Hunter Water to access the Master meter and the Sub meters for reading and recording purposes.

Automated Meter Reading means the system to be developed by Hunter Water for implementation in the future as another means of reading meters.

Common Property has the same meaning as in the Strata Schemes Management Act 2015 (NSW).

Hunter Water means Hunter Water Corporation, a public authority within the meaning given to that term in the Strata Schemes Management Act 2015 (NSW) and a state owned corporation within the meaning given to that term in the State Owned Corporations Act 1991 (NSW) its successors and assigns.

Hunter Water Design Criteria means the Hunter Water design criteria as varied from time to time.

Lot has the same meaning as in the Strata Schemes (Freehold Development) Act 1973 (NSW).

Occupier means any person in lawful occupation of the Lot.

Owner means the registered proprietor for the time being of any Lot, their successors and assigns.

Owners Corporation means a corporation constituted under section 8 of the Strata Schemes Management Act 2015 (NSW).

Sub meter means the sub meter installed for each Lot to record the amount of water used by each Owner or Occupier.

2. All Owners and Occupiers of Lots must:

- (a) ensure all water connections (including the water meter assembly) are approved by Hunter Water and are installed in accordance with Hunter Water Design Criteria and ensure that all water connections including the water meter assembly are repaired and maintained at the sole expense of the Owner as required by Hunter Water (acting reasonably) from time to time;
- (b) modify the water meter assembly when necessary or required to do so by Hunter Water to comply with Hunter Water Design Criteria;
- (c) ensure the water meter assembly is situated as close as possible to the street boundary of the Lot or in an accessible location on the Common Property and is Accessible at all times;
- (d) ensure that the water meter assembly is not installed behind fences or in an enclosed area or confined space;
- (e) ensure that the position of the water meter assembly minimises the risk of harm to Hunter Water employees/contractors. This includes the hazards such as pets, overgrown vegetation or any other obstruction in the vicinity of the water meter which would prevent safe access to the meter for reading and maintenance;
- (f) pay any account raised by Hunter Water from a reading of the Sub meter, in accordance with Hunter Waters Customer Contract;
- (g) comply with any request by Hunter Water to upgrade the water meter assembly to

enable Hunter Water to implement Automated Meter Reading, promptly when requested to do so;

- (h) when requested to do so by either the Owners Corporation or Hunter Water, promptly provide access to any water meter or associated water equipment situated within the Lot to Hunter Water's authorised personnel or personnel authorised by the Owners Corporation to allow those personnel to read any water meter, inspect all water connections including the water meter assembly and, if reasonably required by Hunter Water and subject to the Owner's obligations under paragraph (a) above carry out repair and maintenance work upon those items.
3. Either the Owners Corporation or Hunter Water may give a notice to the Owner or Occupier of a Lot requiring the Owner or Occupier to comply with the terms of this by-law. If any Owner or Occupier fails to comply with any requirement relating to access to the Lot or any part of the Lot or repair and maintenance of the Hunter Water meter, the meter assembly or any water equipment within a reasonable time after receipt of a notice requiring compliance, the Owners Corporation or Hunter Water may take such steps as may be reasonable to secure such access or to carry out the relevant repair and maintenance at the expense of the Owner or Occupier of the Lot.

#### **48 REGULATION OF SMOKING**

##### **PART 1**

##### **PREAMBLE**

- 1.1 This by-law is made pursuant to Divisions 2 and 3 of Part 7 of the Strata Schemes Management Act 2015.
- 1.2 The purpose of this by-law is to regulate Smoking on common property and Lot property.

##### **PART 2**

##### **DEFINITIONS & INTERPRETATION**

###### **Definitions**

- 2.1 In this by-law, unless the context otherwise requires:
  - (a) Act means the Strata Schemes Management Act 2015;
  - (b) Authority means any government, semi-government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over the Lot or the Building including but not limited to the local council, a court or a tribunal;
  - (c) Building means the building;
  - (d) Lot means any lot in the strata plan;
  - (e) Occupier means the occupier of the Lot from time to time;
  - (f) Owner means the owner for the time being of the Lot;
  - (g) Owners Corporation means the owners corporation constituted upon the registration of the Strata Plan;
  - (h) "Smoke" or "Smoking" means burning and/ or inhaling tobacco or any other substance by way of cigarettes, pipes, cigars and the like.

###### **Interpretation**

2.2 In this by-law, unless the context otherwise requires or permits:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) a reference to the Owners Corporation includes the building manager, strata managing agent, any member of the strata committee or any person authorised by the Owners Corporation from time to time;
- (e) references to legislation include references to amending and replacing legislation;
- (f) a reference to the Owner includes that Owner's executors, administrators, successors, permitted assigns or transferees;
- (g) a reference to an Occupier includes that Occupier's invitees;
- (h) to the extent of any inconsistency between the by-laws applicable to Strata and this by-law, the provisions of this by-law shall prevail; and
- (i) if any provision or part of a provision in this by-law whether held or found to be void, invalid, otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and relevant provision shall remain in full force and effect.

### PART 3

#### GRANT OF POWER

3.1 In addition to the powers, authorities, duties and functions conferred by or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the additional powers, authorities, duties and functions to regulate Smoking on common property and Lots.

### PART 4

#### RESTRICTIONS ON SMOKING

- 4.1 An Owner or Occupier must not Smoke on common property and must ensure that Smoke does not penetrate to the common property or to any other Lot.
- 4.2 To ensure compliance with clause 4.1, an Owner or Occupier must not Smoke in or on any balcony within any Lot.

### PART 5

#### ENDURING OBLIGATIONS

- 5.1 An Owner or Occupier must comply with any reasonable directions of the Owners Corporation given under this by-law.
- 5.2 An Owner or Occupier must ensure that their invitees comply with the restrictions of this by-law at all times.
- 5.3 For the avoidance of doubt, this by-law does not apply to the Smoking of substances prohibited by the Crimes Act 1900.

### PART 6

## DEFAULT

- 6.1 Should the Owner or Occupier fail to comply with any obligation under this by-law:
- (a) the Owners Corporation may request, in writing, that the Owner or Occupier complies with the terms of the by-law and the Owner or Occupier must take all reasonable steps to comply with the Owners Corporation's request;
  - (b) Owners Corporation may recover from the Owner and Occupier, jointly and severally, as a debt, all of the Owners Corporation's reasonable costs incurred by the Owners Corporation arising out of or in relation to the Owner's or Occupier's breach of this by-law, including but not limited to interest, strata managing agent's fees, expert fees, legal costs and any other expense of the Owners Corporation reasonably incurred in recovering such debt.

## 49 FEEDING OF BIRDS AND WILD ANIMALS

1. An owner or occupier of a lot must not, and must ensure their visitors do not:
  - (a) feed or in any way attempt to attract any birds or wild animals to or near any terrace or to any other part of a lot or the common property; and
  - (b) leave any food or water on or near any terrace or any other part of a lot or the common property.
2. An owner or occupier who breaches sub-clause (1) of this by-law must reimburse:
  - (a) the Owners Corporation for any costs incurred by the Owners Corporation to rectify any damage to the common property or clean any mess on the common property caused as a result of that owner or occupier feeding any birds or wild animals; and
  - (b) any other owner or occupier for any costs incurred by that owner or occupier to rectify and damage to lot or personal property or clean any mess caused to lot or personal property caused as a result of the first mentioned owner or occupier feeding any birds or wild animals.
3. An owner or occupier who breaches the terms of this by-law must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of that breach, including for the enforcement of the terms of this by-law.

**THIS is page 39 of a total of 39 and is the annexure to the Consolidation/Change of By-Laws form by The Owners – Strata Plan No 93358.**

**THE SEAL of THE OWNERS – STRATA PLAN NO 93358 was affixed on the 20 day of APRIL 2020 in the presence of the following person(s) authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.**

Signature: *Julieann Hemaridis*

Name(s): JULIEANN HEMARIDIS

Authority: STRATA MANAGER  
[ALL HANDWRITING MUST BE IN BLOCK CAPITALS]



## 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 93358 was affixed on 24 April 2020 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: Julieann Hemaridis Authority: Duly authorised employee of the appointed strata manager.

Signature: ..... Name: ..... Authority: .....

^ Insert appropriate date

\* Strike through if inapplicable.

---

**Text below this line is part of the instructions and should not be reproduced as part of a final document.**

1. This form must be provided in its entirety as shown above.
2. Any inapplicable parts should be struck through.
3. This certificate is required to accompany any document which proposes action not permitted during the initial period and when the common property title does not have a notification indicating the initial period has been expired.

**Lodger Details**

Lodger Code 504291Y  
Name BUGDEN ALLEN LAWYERS  
Address L 1, 60 MARTIN PL  
SYDNEY 2000  
Lodger Box 1W  
Email PEXA@BUGDENALLENLAWYERS.COM.AU  
Reference NT:7872/2022

Land Registry Document Identification

AS55049

STAMP DUTY:

**Consolidation/Change of By-laws**

**Jurisdiction** NEW SOUTH WALES

**Privacy Collection Statement**

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP93358	N	

**Owners Corporation**

THE OWNERS - STRATA PLAN NO. SP93358  
Other legal entity

**Meeting Date**

16/02/2022

**Repealed by-law No.**

**Details** Not applicable

**Added by-law No.**

**Details** By-Law 50

**Amended by-law No.**

**Details** Not applicable

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

**Attachment**

**See attached** Conditions and Provisions

**See attached** Approved forms

**Execution**

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

**Executed on behalf of** THE OWNERS - STRATA PLAN NO. SP93358  
**Signer Name** MICHAEL ALLEN  
**Signer Organisation** BUGDEN ALLEN GRAHAM LAWYERS PTY LTD  
**Signer Role** PRACTITIONER CERTIFIER  
**Execution Date** 19/04/2022

Form: 15CH  
Release: 2.3

**CONSOLIDATION/  
CHANGE OF BY-LAWS**  
New South Wales

Leave this space clear. Affix additional pages to the top left-hand corner.

Strata Schemes Management Act 2015  
Real Property Act 1900

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

(A) **TORRENS TITLE**

For the common property CP/SP93358	
---------------------------------------	--

(B) **LODGED BY**

<b>1W</b>	Document Collection Box	Name Nancy Torry	<b>CODE</b>  <b>CH</b>
		Company Bugden Allen Graham Lawyers Pty Ltd	
		Address PO Box 201, Edensor Park NSW 2176	
		E-mail nancy@bagl.com.au	
	Customer Account Number	Reference NT:7872/2022	

- (C) The Owner-Strata Plan No. 93358 certify that a special resolution was passed on 16/2/2022
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows -
- (E) Repealed by-law No. NOT APPLICABLE  
 Added by-law No. By-Law 50  
 Amended by-law No. NOT APPLICABLE  
 as fully set out below :  
 Refer to By-Law 50 in Annexure "A" hereto

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A"

(G) The seal of The Owners-Strata Plan No. 93358 was affixed on 19.4.2022 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to assist the affixing of the seal:

Signature: *Debra Connolly*  
Name: Debra Connolly

Authority: Strata Managing Agent

Signature :

Name :

Authority :



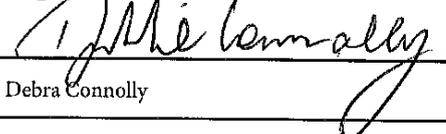
**Annexure "A" to Consolidation/Change of By-Laws  
Strata Plan No 93358**

**Table of Contents**

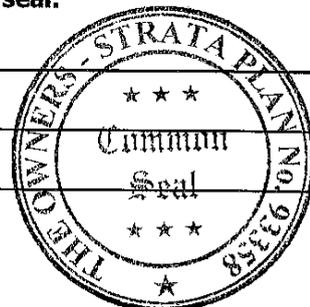
A	Explanatory Notes.....	4
B	Summary of By-Laws.....	4
C	Wording of By-Laws.....	4
1	DEFINITIONS.....	4
2	ABOUT THE BY-LAWS.....	8
3	STRATA MANAGEMENT STATEMENT.....	9
4	ARCHITECTURAL CODE.....	10
5	EXCLUSIVE USE BY-LAWS.....	10
6	BEHAVIOUR OF OWNERS, OCCUPIERS AND INVITEES.....	11
7	PRESCRIBED USE.....	12
8	RESPONSIBILITY FOR OTHERS.....	13
9	OWNERS AND OCCUPIERS OBLIGATIONS FOR THEIR LOT.....	13
10	EXTERNAL APPEARANCE & THE BALCONY OF AN APARTMENT.....	16
11	STORING AND OPERATING A BARBEQUE.....	16
12	KEEPING AN ANIMAL.....	17
13	AIR CONDITIONING.....	17
14	ERECTING SIGNAGE.....	19
15	MOVING AND DELIVERING FURNITURE AND GOODS.....	19
16	CAR PARKING AREA.....	20
17	STORAGE.....	21
18	GARBAGE DISPOSAL.....	21
19	CARRYING OUT BUILDING WORKS.....	22
20	INTER-TENANCY WALLS.....	24
21	PROVISION OF AMENITIES OR SERVICES.....	25
22	LICENCES.....	25
23	CONTROLS ON HOURS OF OPERATION AND USE OF FACILITIES.....	26
24	COMMON FACILITIES.....	27
25	DAMAGE TO COMMON PROPERTY.....	27
26	PRESERVATION OR FIRE SAFETY AND PREVENTION OF HAZARDS.....	28
27	INSURANCE PREMIUMS.....	28
28	SECURITY AND COMMUNICATION SYSTEMS.....	29
29	FACILITIES MANAGER.....	30
30	SECURITY KEYS.....	30
31	RULES.....	31
32	PLAYING ON COMMON PROPERTY.....	31
33	STORAGE OF BICYCLES & MOTOR CYCLES.....	32
34	GRANTING CONSENTS.....	32
35	CERTIFICATE.....	32
36	FAILURE TO COMPLY WITH BY-LAWS.....	33
37	INTEREST ON OVERDUE MONEY.....	33
38	OWNERS OR OCCUPIERS COST.....	33
39	APPLICATIONS AND COMPLAINTS.....	33

**THIS is page 2 of a total of 40 and is the annexure to the Consolidation/Change of By-Laws form by The Owners – Strata Plan No 93358.**

**THE SEAL of THE OWNERS – STRATA PLAN NO 93358 was affixed on the 19 day of April 2022 in the presence of the following person(s) authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.**

**Signature:**   
**Name(s):** Debra Connolly  
**Authority:** Strata Managing Agent

[ALL HANDWRITING MUST BE IN BLOCK CAPITALS]





40	AMENDING BY-LAWS .....	33
41	RIGHTS TO ENTER THE LOT .....	34
42	CHANGE IN USE OF LOT TO BE NOTIFIED .....	34
43	MAINTENANCE OF THE BUILDING .....	34
44	USE OF THE OUTDOOR PODIUM AREA .....	35
45	COMMON AMENITIES ROOM .....	35
46	SHORT TERM ACCOMMODATION .....	35
47	HUNTER WATER SUB-METERING .....	36
48	REGULATION OF SMOKING .....	38
49	FEEDING OF BIRDS AND WILD ANIMALS .....	40
50	MINOR RENOVATIONS .....	40



## A Explanatory Notes

1. This list sets out the by-laws which have effect at the date of its registration.
2. The list omits by-laws which have been repealed, and includes in their amended terms by-laws which have been amended.
3. The list omits by-laws which repeal or amend other by-laws, except when the repealing or amending provision forms part only of the by-law. In this case, the provision is italicized.

## B Summary of By-Laws

1. By-Laws 1 to 46 (inclusive) take effect pursuant to s.134(2) of the *Strata Schemes Management Act 2015*, being the by-laws registered with the strata scheme, subject to amendments made on 12 February 2020.
2. By-Laws 47 to 49 (inclusive) made 12 February 2020, and registered as AQ67253.
3. By-Law 50 made 16 February 2022.

## C Wording of By-Laws

### 1 DEFINITIONS

- 1.1 In these By-Laws, unless the contrary intention appears:

**Apartment** means each and every lot approved for residential use in the Strata Scheme.

**Approval** means any certificate, licence, consent, permit, approval or other requirement of any Authority having jurisdiction in connection with the activities contemplated by these By-Laws.

**Architectural Code** means the Architectural Code for the Building set out in the Strata Management Statement.

**Authority** means any judicial, governmental, semi or local governmental, statutory, private certifier or public or any person, authority, instrumentality or body having jurisdiction in respect or in relation to these By-Laws.

**Building** means the buildings and improvements on the Land which is the subject of the Strata Plan.

**Building Management Committee** means the Building Management Committee for the Building established according to the Development Act and the Strata Management Statement.

**Building Works** mean works, alterations, additions, demolition, removal, repairs or replacement of:

- (a) Common Property structures, including the Common Property walls (including the windows and doors in those walls), the floor and ceiling enclosing each Apartment;
- (b) the structure of each Lot;
- (c) the internal walls inside an Apartment (for example, a wall dividing two rooms in an Apartment);
- (d) Common Property services; or



- (e) services in the Strata Scheme, whether or not they are for the exclusive use of a Lot;

but exclude:

- (a) minor fit out works inside a Lot; and
- (b) works or alterations to the interior of Common Property walls in an Apartment (for example, hanging pictures or attaching items to those walls).

**By-Laws** means these by-laws constituted on registration of the Strata Plan and any modification, variation, or addition to the by-laws validly made and registered thereafter.

**Car Parking Area** means:

- (a) a car space included in a Lot for an Apartment;
- (b) a car space designated in the Strata Plan as "Disabled Parking" being for use by holders of an RTA approved Mobility Parking Scheme Card or equivalent permit;
- (c) a Car Park Lot; and
- (d) Visitor Car Spaces,

as designated in the Strata Plan.

**Car Park Lot** means each Utility Lot approved for the parking of Vehicles and any lots into which they are subdivided or re-subdivided.

**Common Amenities Room** means the area of Common Property shown as "Common Amenities Room" on the Strata Plan.

**Common Facilities** means common facilities located within the Strata Scheme which are available for use or enjoyment by the Occupiers or Owners of an Apartment or any of their invitees.

**Common Property** means property designated as common property in the Strata Scheme including without limitation Common Facilities, control rooms, store rooms, switch rooms, plant rooms, lobby areas, stairwells, bicycle and motor cycle storage and parking areas, Garbage Disposal Areas, Lifts and personal property of the Owners Corporation.

**Council** means Newcastle City Council.

**Developer** means Gennie Holdings Pty Ltd ACN 087 445 976 ATF The Ravenshaw Trust ABN 75 833 054 959.

**Development** means the staged development of the Land with the erection of one or more residential of which the Lots and Common Property form part.

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

**Exclusive Use By-Laws** means by-laws granting Owners exclusive use and special privileges over Common Property in accordance with the By-Laws or Division 4, Chapter 2 in Part 5 of the Management Act.

**External Appearance** means the appearance of any external surface of a Lot or Common Property which is visible from outside a Lot or the Strata Scheme.

**Facilities Manager** means such person appointed by the Owners Corporation to provide



management and operational services for the Strata Scheme.

**Garbage Disposal Area** means the Common Property area designated on the Strata Plan for the disposal of garbage and recyclable materials by the Owners and Occupiers of the Lots.

**Government Agency** means a government or semi government, administrative, statutory fiscal or judicial body, department, commission authority, tribunal, agency or other like entity.

**Initial Period** means the period commencing on the day on which the Owners Corporation is constituted and ending on the day on which there are Owners of Lots the subject of the Strata Scheme concerned (other than the Developer as original Owner) the sum of whose unit entitlements is at least one-third of the aggregate unit entitlement.

**Inter-Tenancy Wall** means a Common Property wall between two Lots.

**Land** means the property known as 23 Steel Street, Newcastle West and comprised in folio identifiers 1/1060087 and 100/1135694.

**Landscaped Areas** means the areas of Common Property which are landscaped.

**Law** means:

- (a) any law applicable including but not limited to statutes, regulations by-laws and subordinate legislation and common law, present or future;
- (b) any Approval, including any condition or requirement under it; and
- (c) any fees and charges payable in connection with the matters referred to in paragraphs (a) and (b).

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

**LPI NSW** means the Land and Property Information division of the Department of Lands New South Wales.

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

**Manager or Managing Agent** means the manager of the Strata Scheme appointed by the Owners Corporation from time to time.

**Marketing Activities** means marketing activities in connection with the sale or lease of a Lot in the Strata Plan.

**Occupier** means any person in lawful occupation of a Lot or any part thereof including but not limited to a lessee, licensee, sub-lessee, sub-licensee, occupier or mortgagee in possession of a Lot in the Strata Plan.

**Ordinary Resolution** means a motion of the Owners Corporation in favour of which more than 50% of the votes of members present and entitled to vote are cast.

**Outdoor Podium Area** means the area of Common Property shown as "Outdoor Podium Area" on the Strata Plan.

**Owner** means:

- (a) the Owner for the time being of a Lot;
- (b) if a Lot is subdivided or re-subdivided, the Owner for the time being of the new Lots



created;

- (c) for an Exclusive Use By-Law, the Owners of the Lots benefiting from the By-Law; and
- (d) a mortgagee in possession of a Lot.

**Owners Corporation** means the owners corporation for the Strata Scheme.

**Representative** means a natural person appointed by the *Strata* Committee to represent and vote for the Owners Corporation at meetings of the Building Management Committee.

**Rules** means rules made by the Owners Corporation according to By-Law 31 as varied or amended from time to time.

**Security Key** means a key, magnetic card, security measure or other device or information used in the Strata Scheme to open and close Common Property doors, gates or locks or to operate alarms, lifts, security systems or communication systems.

**Shared Facilities** has the meaning as it does in the Strata Management Statement.

**Special Resolution** means a motion of the Owners Corporation in favour of which more than 75% of the votes of members present and entitled to vote are cast by way of poll in accordance with the Management Act.

**Storage Area** means a Utility Lot approved for use as a storage area, bay or locker and any lots into which they are subdivided or re-subdivided.

**Strata Committee** means the *strata* committee of the Owners Corporation.

**Strata Management Statement** means the Strata Management Statement for the Building.

**Strata Manager** means the person or entity appointed by the Owners Corporation as its strata managing agent under section 27 of the Management Act and includes a reference to employees and contractors of the strata managing agent. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owners Corporation.

**Strata Plan** means the strata plan of subdivision registered with these by-laws.

**Strata Scheme** means the strata scheme created under the Development Act and constituted on registration of the Strata Plan.

**Substitute Representative** means a natural person appointed by the *Strata* Committee to represent and vote for the Owners Corporation at meetings with the Building Management Committee if its Representative cannot attend.

**Utility Lot** means a lot designed to be used either as a Storage Area or Car Park Lot and not for human occupation.

**Vehicle** includes cars, motor bicycles, bicycles, boats, caravans, trucks and trailers.

**Visitor Car Spaces** means those parts of the Common Property where designated on the Strata Plan for use as visitor car spaces.

## 1.2 Interpretation

Unless a contrary intention appears, a reference in the By-Laws to the following terms have the meanings ascribed here:



- (a) **person** - the word 'person' includes an individual, firm, body corporate, partnership, joint venture, incorporated association or association or an Government Agency;
- (b) **executors, administrators, successors** - a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assignees;
- (c) **singular includes plural** - the singular includes the plural and vice versa; and
- (d) **meaning not limited** - the words 'include', 'including', 'for example' or 'such as' are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

### 1.3 Discretion in exercising rights

The Owners Corporation and the *Strata* Committee may exercise a right or remedy or give their consent in any way they consider appropriate (unless the By-Laws expressly state otherwise).

### 1.4 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of the By-Laws.

### 1.5 Partial exercise of rights

If the Owners Corporation, *Strata* Committee, an Owner or an Occupier do not fully exercise a right or remedy fully or at a given time, they may still exercise it later.

### 1.6 Remedies cumulative

The rights and remedies provided in the By-Laws are in addition to other rights and remedies given by Law independently of the By-Laws.

### 1.7 Severability

If the whole or any part of a provision in the By-Laws is void, unenforceable or illegal, then that provision or part provision is severed from the By-Laws. The remaining By-Laws have full force and effect unless the severance alters the basic nature of a By-Law or is contrary to public policy.

1.8 -

1.9 -

1.10 -

1.11 -

1.12 -

## 2 ABOUT THE BY-LAWS

### 2.1 Purpose of the By-Laws

The By-Laws (and *Strata* Management Statement) regulate the day-to-day management and operation of the *Strata* Scheme. They are an essential document for the Owners Corporation and everyone who owns or occupies a Lot.



## **2.2 Compliance with the By-Laws**

An Owner or Occupier occupying or visiting a Lot and the Owners Corporation must comply with the By-Laws.

## **2.3 Binding Nature**

These By-Laws set out the rules of the Strata Scheme and bind:

- (a) Owners;
- (b) Occupiers;
- (c) the Owners Corporation;
- (d) mortgagees in possession of a Lot; and
- (e) an Occupier's and Owner's visitors, invitees, guests, contractors and agents.

# **3 STRATA MANAGEMENT STATEMENT**

## **3.1 Purpose**

The Strata Management Statement regulates the management and operational issues affecting the Strata Scheme and the various components of the Building and Development. It contains requirements (in addition to these By-Laws) with which an Owner or Occupier of a Lot and the Owners Corporation must comply including:

- (a) requirements for use and operation of Shared Facilities;
- (b) the apportionment of costs for Shared Facilities;
- (c) architectural standards and controls, which are generally contained in the Architectural Code in the Strata Management Statement; and
- (d) insurance requirements for Owners or Occupiers of a Lot and the Owners Corporation.

## **3.2 Compliance with Strata Management Statement**

- (a) All Owners and Occupiers of a Lot and the Owners Corporation must comply with the Strata Management Statement.
- (b) When appointing a Strata Manager, the Owners Corporation may (but is not obliged to) appoint the same strata manager appointed by the Building Management Committee.

## **3.3 Copies of Strata Management Statement**

An Owner or an Occupier of a Lot may contact the Strata Manager if they would like a copy of the Strata Management Statement (at their own cost).

## **3.4 Building Management Committee**

The Building Management Committee is established under the Strata Management Statement to administer issues affecting the Strata Scheme and the various components of the Buildings.

The Owners Corporation is a member of the Building Management Committee. It must, by



special resolution according to the Development Act, appoint a Representative to represent and vote for it at meetings of the Building Management Committee.

### **3.5 Appointing a Representative and Substitute Representative**

The *Strata* Committee may:

- (a) appoint a Representative and Substitute Representative for the Owners Corporation for one or more of the members of the *Strata* Committee; and
- (b) terminate the appointment of a Representative and Substitute Representative at any time.

### **3.6 Consents under the Strata Management Statement**

Nothing in the By-Laws gives an Owner or Occupier of a Lot or the Owners Corporation consent to do anything which is prohibited or regulated by the *Strata* Management Statement. A consent under the By-Laws does not relieve an Owner or Occupier of a Lot or the Owners Corporation from obligations to obtain consents under the *Strata* Management Statement.

### **3.7 Inconsistencies between the By-Laws and the Strata Management Statement**

If there is an inconsistency between a By-Law and the *Strata* Management Statement, the Owners Corporation must amend the inconsistent By-Law to make it consistent with the *Strata* Management Statement.

### **3.8 Shared Facilities**

- (a) In respect of any Shared Facility which is located on or in the Common Property, the Owners Corporation:
  - (i) must comply with the terms of the *Strata* Management Statement so far as it relates to that Shared Facility; and
  - (ii) must not restrict access to that Shared Facility by any party who is entitled to access under the *Strata* Management Statement.
- (b) In respect of any Shared Facility which is located within a Lot, the Owner and Occupier of that Lot:
  - (i) must comply with the terms of the *Strata* Management Statement so far as it relates to that Shared Facility; and
  - (ii) must not restrict access to that Shared Facility by any party who is entitled to access under the *Strata* Management Statement.

## **4 ARCHITECTURAL CODE**

The Architectural Code for the Building is in the *Strata* Management Statement. It applies to the Lot and to the *Strata* Scheme and Land generally. The Owner or Occupier of the Lot must comply with the Architectural Code and obtain all necessary consents under the Architectural Code before they carry out any works in, on or to the Lot. The Owner's or Occupier's obligations under the Architectural Code apply in addition to their obligations under the By-Laws.

## **5 EXCLUSIVE USE BY-LAWS**

### **5.1 Purpose of the Exclusive Use By-Laws**

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.

## **5.2 Amendments to Exclusive Use By-Laws**

The Owners Corporation may, by Special Resolution:

- (a) create, amend or cancel an Exclusive Use By-Law with the written consent of each Owner who benefits (or will benefit) from the Exclusive Use By-Law; and
- (b) amend or cancel this By-Law 5.2 only with the written consent of each Owner who benefits (or will benefit) from the Exclusive Use By-Laws.

## **5.3 Occupiers rights**

An Owner may allow another Owner or an Occupier to exercise their rights under an Exclusive Use By-Law. However, the Owner remains responsible to the Owners Corporation and, where appropriate, Authorities to comply with the obligations under the Exclusive Use By-Law.

## **5.4 Regular accounts for costs**

If an Owner is required under an Exclusive Use By-Law to contribute towards the costs of the Owners Corporation, the Owners Corporation must give the Owner regular accounts of the amounts owed. The Owners Corporation may:

- (a) include those amounts in notices for an Owner's administrative fund or sinking fund contributions; and
- (b) require the Owner to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

## **5.5 Repairing damage**

An Owner (or someone acting on the Owner's behalf) must repair damage caused by the Owner to Common Property or the property of another Owner or Occupier when the Owner exercises the Owner's rights or complies with the obligations under an Exclusive Use By-Law.

## **5.6 Indemnities**

An Owner indemnifies the Owners Corporation against all claims and liabilities caused by exercising the rights or complying with the obligations under an Exclusive Use By-Law.

## **5.7 Additional insurances**

In addition to the obligations under By-Law 27, the Owner must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising the rights or performing the obligations under an Exclusive Use By-Law.

# **6 BEHAVIOUR OF OWNERS, OCCUPIERS AND INVITEES**

## **6.1 General obligations**

An Owner or Occupier must not:

- (a) behave in 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) *ignite/smoke* cigarettes, cigars or pipes while on Common Property or allow smoke from them to enter Common Property;
- (d) use, operate or install electronic devices or equipment within a Lot which interfere with the peaceful enjoyment by an Owner or Occupier of any other Lot or the Common Property;
- (e) install or operate an alarm or security system with an audible signal within the Lot;
- (f) obstruct the lawful use of Common Property by any person;
- (g) do anything within a Lot or Common Property which is illegal; or
- (h) do anything which might damage the good reputation of the Owners Corporation.

## **6.2 Visitors, invitees, guests and contractors**

An Owner or Occupier must take all reasonable steps to ensure that its visitors, invitees, guests, contractors and agents do not use language or behave in a manner likely to cause offence or embarrassment or is likely to interfere with the peaceful enjoyment of the Owner or Occupier of any other Lot or to any person lawfully using the Common Property.

## **6.3 Noise**

An Owner or Occupier must not create any nuisance or excessive noise in a Lot or the Common Property which is likely to interfere with the peaceful enjoyment of the Owner or Occupier or any other Lot or any other person lawfully using Common Property.

## **6.4 Comply with the Law**

- (a) An Owner or Occupier must comply on time and at their own cost with all Laws relating to:
  - (i) their Lot;
  - (ii) the use of their Lot; and
  - (iii) Common Property to which a licence, lease or a right to use under an Exclusive Use By-Law has been granted.
- (b) The matters an Owner or Occupier must comply with include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of any Authority.

## **6.5 Notices to be observed**

An Owner or Occupier must comply with the terms of any notice displayed on Common Property by the Owners Corporation, a service provider or any other relevant Authority.

# **7 PRESCRIBED USE**

## **7.1 Intended purpose**

An Owner or Occupier must not:

- (a) use the Lot, the Car Parking Area, Common Property or Common Facilities for any purpose other than that for which they are intended;



- (b) without the prior written consent of the Owners Corporation and the relevant Authority, use a Lot for any purpose other than for the permitted use authorised in writing by the relevant consent Authority; and
- (c) use any part of the Lot other than that comprising an Apartment as a place of abode or residence.

## **8 RESPONSIBILITY FOR OTHERS**

### **8.1 Obligations of Owners and Occupiers**

- (a) An Owner or Occupier must:
  - (iii) take all reasonable actions to ensure its visitors, invitees, guests contractors and agents comply with the By-Laws;
  - (iv) take all reasonable steps to ensure its visitors, invitees, guests, contractors and agents who are not complying with the By-Laws immediately leave the Lot and Common Property;
  - (v) take reasonable care about who is invited into the Lot and Common Property; and
  - (vi) accompany visitors at all times, except when they are entering or leaving the Lot and Common Property.
- (b) An Owner or Occupier must not allow another person to do anything which an Owner or Occupier cannot do under the By-Laws.

### **8.2 Requirements when leasing or licensing a Lot**

- (a) If a lease or licence is granted over a Lot, the Owner must ensure the Occupier:
  - (i) is provided with an up-to-date copy of the By-Laws; and
  - (ii) complies with the By-Laws.
- (b) The Owner must take all actions available, including action under the relevant lease or licence agreement, to ensure the Occupier complies with the By-Laws or if they do not comply ensure that they leave the Lot and Common Property.

## **9 OWNERS AND OCCUPIERS OBLIGATIONS FOR THEIR LOT**

### **9.1 General obligations**

An Owner or Occupier must:

- (a) keep the 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 the Lot (whether or not they made the installation or alteration);
- (c) notify the Owners Corporation if there is a change to the existing use of the Lot in a way which may affect the insurance policies or premiums payable for any insurances effected by the Owners Corporation (see By-Law 27);
- (d) at the Owners or Occupiers expense, comply with all Laws concerning the Lot; and
- (e) at the Owners or Occupiers expense, comply with any order or requirements issued



by any Authority in respect of the Lot.

See By-Law 27 for important information about increasing and paying for insurance premiums.

## 9.2 Obtaining Consent from the Owners Corporation

- (a) Subject to the By-Laws, prior consent must be obtained from the Owners Corporation to:
- (i) carry out Building Works;
  - (ii) keep anything in the Lot which is visible from outside the Lot and is not in keeping with the appearance of the Building or the By-Laws;
  - (iii) install bars, screens, safety devices, grilles or locks on the exterior of the windows and doors of the Lot, if they are visible from outside the Lot subject to the exception for window safety devices for child safety as referred to in By-Law 9.3;
  - (iv) attach, install or hang an aerial, security device or wires outside the Lot or any part of the Common Property;
  - (v) store anything in a Car Park Lot (other than a Vehicle);
  - (vi) enclose a Car Park Lot;
  - (vii) install an intruder alarm with an audible signal; or
  - (viii) erect a sign in or upon the Lot or on the Common Property (except as may be permitted under By-Law 14).
- (b) The Owners Corporation or the Strata Manager should be contacted to confirm whether or not consent for the proposed Building Works will be required as the above list is not definitive.

## 9.3 Window Safety Devices- child Safety

- (a) Subject to By-Law 9.3(b), an Owner or Occupier of a Lot may install a complying Window Safety Device on a window in their Lot in compliance with section 64A of the Management Act. No Owners Corporation approval is required provided that the installation is in accordance with the Management Act and all Laws.
- (b) Where an Owner or Occupier of a Lot installs a Window Safety Device under this By-Law 9.3, such Owner and Occupier must:
- (i) repair any damage caused to any part of the Common Property by the installation of the device; and
  - (ii) ensure that the device is installed in a competent and proper manner and has an appearance, after it has been installed, in keeping with the appearance of the Building.

## 9.4 Floor coverings

An Owner or Occupier must ensure that all floor space in an Apartment is covered or treated to an extent sufficient to prevent the transmission of noise which might unreasonably disturb the peaceful enjoyment of the Owner or Occupier of another Lot or any other person lawfully using Common Property. An Owner or Occupier must comply with any Australian Standards regarding floor coverings.



#### **9.5 Changing floor coverings**

An Owner or Occupier must not remove or interfere with floor coverings or treatments in a Lot which assist to prevent the transmission of noise which might unreasonably disturb the peaceful enjoyment of the Owner or Occupier of another Lot or any other person lawfully using Common Property. This By-Law does not affect any requirement under any Law to obtain a consent to, Approval for or any other authorisation for the changing of the floor covering or surface concerned.

#### **9.6 Window treatments**

Under the Architectural Code, an Owner or Occupier must obtain consent from the Owners Corporation to place solar film or similar treatments on the internal or external surfaces of any glazing forming part of the exterior walls of an Apartment.

#### **9.7 Window coverings**

Under the Architectural Code, an Owner or Occupier must obtain consent from the Owners Corporation to place, install or retain curtains, blinds, louvres, shutters or other window or door treatments on or in an Apartment other than those which have a cream or off white appearance from outside an Apartment and any replacement window covering must match the original colour and style in order to preserve the External Appearance of the Building.

#### **9.8 Sunshades**

- (a) Under the Architectural Code, the consent must be obtained from the Owners Corporation to affix a sun shade, sun blind, awning or other sun shading device to the exterior of an Apartment and within the cubic space of the Apartment, and will by operation of this By-Law if attached to Common Property effectively transfer the responsibility to maintain, replace and repair the Common Property to the owner of the lot benefited by the installation.
- (b) If the sunshade, blind or awning is not within the cubic space of the Apartment and is attached to Common Property its installation can only be approved by an exclusive use by-law, passed by Special Resolution at a General Meeting of the Owners Corporation.

#### **9.9 Cleaning windows**

Subject to By-Law 9.10 and the Architectural Code, all glazing forming part of the exterior walls of an Apartment (even where they form part of the Common Property) that can be accessed safely, must be cleaned on all surfaces by the Owner or Occupier or a person engaged by the Owner or Occupier to do so.

#### **9.10 Rights of the Owners Corporation to clean windows**

The Owners Corporation may resolve to clean the glazing in the Building. If the Owners Corporation resolves to clean external glazing for an Apartment, the Owner or Occupier will be excused from the obligation to clean the glazing under By-Law 9.9, for the period the Owners Corporation resolves to clean the glazing.

#### **9.11 Hanging out of washing**

- (a) An Owner or Occupier of a Lot may hang any washing on any lines provided by the Owners Corporation for that purpose. Such washing may only be hung for a reasonable period.
- (b) An Owner or Occupier of a Lot may hang washing on any part of the Lot provided that the washing will not be visible from street level outside the parcel or not visible



from the Level 4 Outdoor Podium Area.

- (c) An Owner or Occupier of a Lot may hang washing on any part of the Lot that will be visible from street level outside the parcel only if the Owner or Occupier has the prior written approval of the Owners Corporation.

In this By-Law "washing" includes any clothing, towel, bedding or other article of a similar type.

#### **9.12 Storage of inflammable substances in Lots and Common Property**

An Owner or Occupier must not, except with the prior written approval of the Owners Corporation, use or store in a Lot or upon Common Property, any inflammable chemical, liquid or gas or other inflammable material or dangerous substances or materials. This By-Law 9.12 does not apply to chemicals, liquids, gasses or other material used as lawfully commercial and retail cleaning products or as permitted under By-Law 11.3.

#### **9.13 Storage of inflammable substances in Car Parking Areas**

An Owner or Occupier of a Lot must not under any circumstances, keep, store or use in the Car Parking Area any inflammable chemical, liquid, gas or other inflammable material or dangerous substances or materials.

### **10 EXTERNAL APPEARANCE & THE BALCONY OF AN APARTMENT**

#### **10.1 General**

- (a) Keeping outdoor furniture, landscaping and other items on the Balcony of the Lot is regulated by the Architectural Code.
- (b) Subject to the By-Laws and the Strata Management Statement, the Owner or Occupier of a Lot must not, without the written consent of the Owner's Corporation, maintain within the Lot anything visible outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of the Building.

#### **10.2 Removing items from a Balcony**

To enable the Owners Corporation to inspect, repair or replace Common Property, the Owners Corporation may require an Owner or Occupier (at the Owner's or Occupier's own expense) to temporarily remove and store personal items from the Balcony of an Apartment.

#### **10.3 Non-compliance**

The Owners Corporation may require the Owner or the Occupier (at their cost) to remove items from a Balcony which do not comply with By-Law 10.1.

### **11 STORING AND OPERATING A BARBEQUE**

#### **11.1 Rights and obligations**

A portable barbeque may be stored and operated on the Balcony of an Apartment subject to any requirements set out in the Architectural Code.

#### **11.2 Operating Barbeques**

Barbeques may only be operated between the hours of 7:00 am and 9:30 pm (or during other hours approved by the Owners Corporation).



### 11.3 Barbeques not to cause interference with others

When a barbeque is used, an Owner or Occupier must not create smoke, odours, noise or cleaning waste which interferes unreasonably with another Owner or Occupier.

## 12 KEEPING AN ANIMAL

### 12.1 Animals may be kept

- (a) Subject to section 49(4) of the Management Act, an Owner or Occupier of a Lot must not, without the prior written approval of the Owners Corporation, keep any animal (except one cat, one small dog or two small caged birds, or fish kept in a secure aquarium on the lot) on the Lot or the Common Property.
- (b) The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a Lot or the Common Property.
- (c) *A small dog is defined as being of a weight up to approximately 10kg and is easily carried by the Owner or Occupier.*
- (d) If an Owner or Occupier of a Lot keeps a cat or small dog on the Lot then the Owner or Occupier must:
  - (i) notify the Owners Corporation *within 14 days using the prescribed form that the animal is to be kept on the Lot. The Owners Corporation is to keep a Pet Register;*
  - (ii) keep the animal within the Lot;
  - (iii) *ensure dogs are on a leash and under control at all times when they are on the Common Property; and*
  - (iv) take such action as may be necessary to clean all areas of the Lot or the Common Property that are soiled by the animal. *Ensure their pet is not noisy or negatively impacting on other residents.*

### 12.2 Visitors of an Owner or Occupier

Visitors must not bring an animal onto the Land unless the animal is a guide dog, hearing dog or other animal trained to assist to alleviate the affect of a disability and the visitor requires the dog or other animal because of a visual disability, a hearing disability or any other disability.

## 13 AIR CONDITIONING

### 13.1 Air Conditioned Lots

- (a) Owners and Occupiers have the exclusive use and enjoyment of the components of the air conditioning system exclusively servicing that Owner or Occupier's Lot.
- (b) Each Owner is responsible for the proper repair, maintenance and replacement of the components of the air conditioning system exclusively servicing that Owner's Lot referred to in By-Law 13.1(a).
- (c) The components of the air conditioning system will include but will not be limited to a compressor, a condenser, an evaporator, a fan call unit and any pad on which the equipment is mounted, associated refrigeration pipes, service conduits and air ducting, electrical cabling, support brackets and support trays which contain the cabling ducting and pipes.



### 13.2 Retrofit air conditioning

- (a) Any Owner who wishes to retrofit air conditioning into their Lot must make written application to the Owners Corporation.
- (b) The Owners Corporation must not unreasonably withhold its consent to an application made in writing pursuant to By-Law 13.2(a) subject to the Owner making the application (the "Applicant") complying with the following:
  - (i) all requirements of the Owners Corporation and, in particular, air conditioning installation requirements, rules and by-laws enacted by the Owners Corporation;
  - (ii) must be installed in accordance with all Approvals as may be required by any Authority;
  - (iii) the air conditioning outlet, the coolant pipes, plant and equipment and electrical wiring connecting the air conditioning outlet in the Lot must be installed by a qualified contractor approved by the Owners Corporation;
  - (iv) the type of unit to be installed and location of the unit must be approved by the Owners Corporation;
  - (v) all installation costs of the air conditioning unit and equipment are at the sole cost of the Applicant;
  - (vi) the Applicant must procure its contractor to install the air conditioning equipment at such times as the Owners Corporation may stipulate at their sole discretion;
  - (vii) the Applicant will be responsible (at its cost) to make good all damage to the Building Common Property or Common Facilities resulting from installation or removal of the air conditioning unit and equipment;
  - (viii) if the Applicant fails to make good in accordance with By-Law 13.2(b)(vii) within a reasonable time of written notice to do so by the Owners Corporation, then the Owners Corporation may repair and make good any such damage at the cost of the Applicant which cost will become a debt due and owing by the said Owner to the Owners Corporation or the Owner or Occupier of the other affected Lots;
  - (ix) all works carried out in connection with installation of air conditioning equipment and its removal must be carried out in a good and tradesmanlike manner at the expense of the Applicant;
  - (x) following installation as approved under this By-Law 13.2, the Owner and Occupier of that Lot will have the exclusive use and enjoyment of the components of the air conditioning system exclusively servicing that Owner's Lot; and
  - (xi) the Owner will be responsible for the proper repair, maintenance and replacement of the components of the air conditioning system referred to in By-Law 13.2, (b)(x).
- (c) Any Owner who wishes to retrofit air conditioning in accordance with this By-Law 13.2 must firstly satisfy themselves with the energy service provider of the availability and sufficiency of the power supply to the Building to enable the satisfactory operation of the air conditioning.



## **14 ERECTING SIGNAGE**

### **14.1 Obligations of Owners and Occupiers**

Except as permitted under By-Laws 14.2 and 14.3, an Owner or Occupier must obtain the consent of the Owners Corporation if they propose to erect, attach or exhibit a sign upon their Lot or on the Common Property.

### **14.2 The Developer**

While the Developer is an Owner, the Developer and any party on behalf of or authorised by the Developer does not need consent from the Owners Corporation to erect and display "For Sale" or "For Lease" or any other signage on any part of the Building nor to carry out Marketing Activity upon Common Property or in a Lot which the Developer owns or leases.

### **14.3 Qualification**

The provisions of this By-Law 14 do not apply to any sign attached, erected or exhibited to any part of the Building or Common Property pursuant to the right to do so under an Exclusive Use By-Law or easement or restrictive covenant burdening or benefiting the Common Property.

## **15 MOVING AND DELIVERING FURNITURE AND GOODS**

### **15.1 Moving in**

An Owner or Occupier must make arrangements with the Owners Corporation at least 48 hours before moving in to or out of the Building or moving large articles (for example, furniture) through Common Property.

### **15.2 Owners and Occupiers**

When taking deliveries or moving furniture or goods through Common Property (including the delivery of goods), an Owner or Occupier 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 (or the person making the delivery) caused to Common Property by the delivery or moving of furniture or goods through Common Property; and
- (c) if an Owner or Occupier (or any person making a delivery on behalf of the Owner or Occupier) spills anything onto Common Property, immediately remove the item and clean that part of the Common Property.

### **15.3 Rules**

The Owners Corporation may make Rules to control the delivery of furniture and goods in the Building and, in particular, for the use of the Common Property Lift for this purpose.

### **15.4 Building Management Committee Procedures**

An Owner and Occupier must comply with any rules and procedures adopted by the Building Management Committee regarding moving in to or out of the Building or moving large articles (for example, furniture) through the Land and any requirements set out in the Strata Management Statement.



## **16 CAR PARKING AREA**

### **16.1 Obligations**

An Owner or Occupier who is allocated a Car Park Lot or who has a car space included in Lot for an Apartment ("Car Space") must:

- (a) only park in the Car Space allocated to them;
- (b) only drive in the direction indicated by arrows in the Car Parking Area;
- (c) when driving a Vehicle in the Car Parking Area, not exceed the speed of 10 kph;
- (d) co-operate with other Lot Owners or Occupiers in the Car Parking Area; and
- (e) keep the Car Space allocated to them clean and tidy and free from grease.

### **16.2 Covenants**

The Owner or Occupier who is allocated a Car Space must not:

- (a) park Vehicles greater than the Car Space;
- (b) use the Car Space of another Owner or Occupier;
- (c) create any noise within the Car Parking Area or in the Car Space which is likely to interfere with the peaceful enjoyment of an Owner or Occupier of another Lot or of any person lawfully using the Car Parking Area;
- (d) assign the Security Key(s), access keys and necessary access devices for the Car Parking Area without the consent of the Owners Corporation;
- (e) assign, lease or licence the Car Space within the Car Parking Area without the consent of the Owners Corporation, which may not be unreasonably withheld.

### **16.3 Common Property**

Subject to By-Laws 16.4 and 33, an Owner or Occupier or their invitees must not park or stand any motor Vehicle on Common Property without the prior consent of the Owners Corporation.

### **16.4 Visitor Car Spaces**

An Owner or Occupier:

- (a) must not park or stand any Vehicle in a Visitor Car Space;
- (b) must not permit any other person to park or stand a Vehicle in a Visitor Car Space unless that person is a genuine visitor of that Owner or Occupiers (and is not a person who stays in that Owner's or Occupier's Lot for more than 2 consecutive nights at any one time);
- (c) must not permit any contractor or employee of the Owner or Occupier to park or stand a Vehicle in a Visitor Car Space;
- (d) must not give any person a key or Security Key to the Building for the purposes of allowing that person to use a Visitor Car Space;
- (e) must comply with all Rules relating to the use of the Visitor Car Space;



- (f) must comply with the directions of the Owners Corporation in connection with access to and use of the Visitor Car Spaces; and
- (g) must ensure their visitors comply with the directions of the Owners Corporation in connection with access to and use of the Visitor Car Spaces.

## 17 STORAGE

### 17.1 Storage Area

- (a) An Owner or Occupier who is allocated a Storage Area or who has a Storage Area included in a Lot must:
  - (i) only store goods of a residential nature in the Storage Area;
  - (ii) comply with all Laws and orders of any Authority;
  - (iii) ensure the goods are not of a dangerous nature; and
  - (iv) keep the Storage Area clean and tidy and in good condition.
- (b) An Owner or Occupier must not create a nuisance, hazard or disruption to Common Property or users of Common Property or an Owner or Occupier of any other Lot when exercising its rights under By-Law 17.1(a).

## 18 GARBAGE DISPOSAL

### 18.1 Garbage Disposal Area

The Common Property Garbage Disposal Area(s) as designated on the Strata Plan are to be used for the disposal of garbage and recyclable materials by the Owners and Occupiers of the Lots.

### 18.2 Disposal methods

- (a) The Owners and Occupiers of a Lot must:
  - (i) comply with the local Council's requirements for the storage, handling and collection of garbage, waste and recyclable material;
  - (ii) drain and securely wrap all garbage for a Lot and daily dispose of garbage in the garbage bins stored in the Garbage Disposal Area during the permitted times in By-Law 18.3;
  - (iii) dispose of recyclable material in the recycling bins stored in the Garbage Disposal Area during the permitted times in By-Law 18.3; and
  - (iv) deposit garbage, recyclable materials and other waste from the Lot in accordance with the reasonable requirements of the Owners Corporation.
- (b) An Owner or Occupier must make their own private arrangements for disposing of garbage, recyclable materials or waste which cannot be removed by Council or by private services organised by the Owners Corporation.

### 18.3 Disposal hours

The Owner or Occupier of a Lot may only dispose of garbage or recyclable material in the Garbage Disposal Area between 6.30am and 9.30pm daily or as otherwise advised by the Owners Corporation.



#### **18.4 Storage**

The Owner or Occupier of a Lot must store garbage or recyclable material within their Lot until the disposal times permitted under By-Law 18.3.

#### **18.5 Disposal obligations**

The Owner or Occupier of a Lot must ensure when in the process of disposing garbage or recyclable material from the Lot to the Garbage Disposal Area that:

- (a) the garbage and recyclable material being transferred from the Lot is securely wrapped and drained and does not leak or spill over the Common Property or anywhere else within the Building; and
- (b) at its cost clean up or remove anything which the Owner or Occupier may have spilled or leaked on the Common Property or anywhere else within the Building as a consequence of transferring garbage, recyclable materials or waste from the Lot to the Garbage Disposal Area or otherwise.

#### **18.6 Owners Corporation disposal obligations**

The Owners Corporation must:

- (a) ensure that the Garbage Disposal Area is kept hygienically clean and free of vermin, pests or infection and is washed down regularly; and
- (b) must ensure that the garbage, recyclable material or waste is regularly removed and collected by Council or private services in accordance with all Laws.

#### **18.7 Signage**

The Owners Corporation may post signs on the Common Property with the instructions on the handling of garbage, waste and recyclable material that are consistent with the local Council's requirements.

#### **18.8 Dangerous waste**

This By-Law 18 does not allow an Owner or Occupier of a Lot to dispose of any chemical, biological, toxic, environmentally dangerous or otherwise hazardous waste in a manner that would contravene any Law applying to the disposal of waste.

### **19 CARRYING OUT BUILDING WORKS**

#### **19.1 Obtaining consent**

Subject to the By-Laws, consent must be obtained before carrying out the Building Works from the Owners Corporation to carry out the Building Works if the proposed Building Works affect Common Property or the External Appearance of the Strata Scheme. The Architectural Code also regulates the Building Works which affect Common Property, Shared Facilities and the External Appearance of the Strata Scheme. The Owner or Occupier of a Lot must obtain all necessary consents from all relevant Authorities before carrying out the Building Works.

#### **19.2 No consent necessary**

- (a) Consent from the Owners Corporation will not be required under this By-Law to:
  - (i) (for the Developer), erect a "For Sale" or "For Lease" sign or any other signage according to By-Law 14.2;



- (ii) alter or remove an Inter-Tenancy Wall according to By-Law 1.1(c);
  - (iii) carry out Building Works which an Owner or Occupier is entitled to carry out under an Exclusive Use By-Law; or
  - (iv) any Building Works carried out by or on behalf of the Developer as original owner.
- (b) However, By-Laws 19.3 to 19.5 (inclusive) must be complied with when an Owner or Occupier erects the sign or carries out the Building Works.

### **19.3 Procedures before carrying out Building Works**

Before any Building Works are carried out, an Owner or Occupier must:

- (a) obtain necessary consents from the Owners Corporation and all relevant Authorities;
- (b) find out where service lines and pipes are located;
- (c) obtain consent from the Owners Corporation if it is proposed to interfere with or interrupt those services; and
- (d) if consent is not required to carry out the Building Works, give the Owners Corporation at least 14 days written notice describing what is proposed to be done. This notice must be given before commencement of the Building Works.

### **19.4 Procedures when carrying out Building Works**

When carrying out Building Works, an Owner or Occupier must:

- (a) use qualified, reputable, licensed and insured contractors;
- (b) carry out the Building Works with due diligence in a proper and workmanlike manner, and to the reasonable satisfaction of the Owners Corporation;
- (c) comply with the requirements of all relevant Authorities and the consents from the relevant Authorities;
- (d) use only qualified and, where appropriate, licensed tradespersons;
- (e) ensure the works are carried out without undue delay;
- (f) cause as little disturbance to the Owners and Occupiers as is practicable;
- (g) ensure no materials, tools, rubbish or debris are let lying about the Common Property;
- (h) ensure that no damage is caused to the Common Property, or if Damage is caused, immediately make good that damage;
- (i) ensure that no damage is caused to the property of any other Owner or Occupier, or if caused, immediately make good that damage; and
- (j) ensure that the Building Works are only carried out within the times permitted by any consent of the relevant Authorities and (if applicable) within the times permitted by the approval of the Owners Corporation.



### **19.5 Arrangements to be made with the Owners Corporation**

Before carrying out Building Works (including Building Works for which the consent of the Owners Corporation is not required) an Owner or Occupier must:

- (a) arrange with the Owners Corporation a suitable time and means by which to access the Building and Common Property for purposes associated with those Building Works;
- (b) comply with the reasonable requirements of the Owners Corporation about the time and means by which the Owner or Occupier must access the Building and Common Property; 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 may access the Building and Common Property and that contractors do not breach any security in place for the Strata Scheme.

## **20 INTER-TENANCY WALLS**

### **20.1 Altering or removing an Inter-Tenancy Wall**

- (a) Subject to this By-Law, an Inter-Tenancy Wall may be altered or removed if:
  - (i) the Lots separated by the Inter-Tenancy Wall are owned by the same Owner;
  - (ii) it is not a structural wall;
  - (iii) before any work is carried out, the Owners Corporation is provided with a certificate from a qualified structural engineer acceptable to the Owners Corporation (acting reasonably) certifying that the Inter-Tenancy 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 or Common Property); and
  - (iv) the Owner complies with the procedures in this By-Law 20.1.
- (b) Otherwise, the consent of the Owners Corporation to alter or remove an Inter-Tenancy Wall must be obtained prior to the alteration or removal.

### **20.2 Necessary consents**

All necessary consents must be obtained from all relevant Authorities before altering or removing an Inter-Tenancy Wall.

### **20.3 Conditions for the work**

It is a condition of altering or removing an Inter-Tenancy Wall that:

- (a) the work is carried out in the method certified by the structural engineer under By-Law 20.1;
- (b) if appropriate, compliance with section 14 of the Development Act and lodgement of any necessary building alteration plan with the Registrar-General;
- (c) compliance with By-Laws 19.3 to 19.5 (inclusive); and
- (d) acknowledge by the Owner and for future Owners of the relevant Lot that the Owners Corporation does not have to reinstate the Inter-Tenancy Wall.



## **21 PROVISION OF AMENITIES OR SERVICES**

### **21.1 Enter into agreements**

The Owners Corporation may determine to enter into arrangements or agreements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots or the Common Property or Shared Facilities:

- (a) security services;
- (b) promotional services;
- (c) advertising;
- (d) commercial cleaning;
- (e) domestic services;
- (f) garbage and waste disposal and recycling services;
- (g) electricity, water or gas supply;
- (h) lift maintenance;
- (i) hydraulic system and air conditioning service;
- (j) essential service certification;
- (k) telecommunication services (for example, cable/satellite television, satellite receiving discs and antennas, Internet etc);
- (l) management and maintenance of the Strata Scheme and Common Property;
- (m) fire safety service; and
- (n) any other service nominated by the Owners Corporation.

### **21.2 Consideration to be specified**

If the Owners Corporation makes a determination referred to in By-Law 21.1 to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

### **21.3 Access to Common Property**

The Owners Corporation must put in place arrangements to allow access to the Building by providers of the services referred to in By-Law 21.1.

## **22 LICENCES**

### **22.1 Owners Corporation licences with Owners and Occupiers**

- (a) The Owners Corporation has the power to grant licences to Owners to use parts of Common Property.
- (b) The Owners Corporation may exercise its powers under this By-Law only by Special Resolution at a general meeting.



## 22.2 Owners Corporation licences with third parties

- (a) The Owners Corporation has the power to grant licences to third parties enabling a third party to access, occupy or use Common Property area including affixing or installing the third party's own structures, plant and equipment), and Common Property plant or equipment for the purpose of entering into private contracts with Owners and Occupiers to provide additional services or benefits appurtenant to their lots provided always that a licence fee is paid to the Owners Corporation by the licensee in respect of the access, occupation or use of the Common Property granted by the licence and a minimum number of 10 Owners or Occupiers of Lots within the Strata Scheme have agreed to enter into private contracts (and for the licence to continue a minimum number of 10 Owners or Occupiers must remain in private contracts) for the services or benefits to be provided by the licensee.
- (b) The Owners Corporation may exercise its powers under this By-Law only by Special Resolution at a general meeting.

## 22.3 Provisions for licences

Licences granted by the Owners Corporation under this By-Law may include provisions concerning, but need not be limited to:

- (a) identification of the parties;
- (b) payments under the licence;
- (c) the term of the licence;
- (d) the permitted uses of licensed areas;
- (e) the permitted uses of licensed Common Property plant and equipment;
- (f) any restrictions on access, occupation or use of the licensed area;
- (g) any restrictions on access, occupation or use of the licensed Common Property plant and equipment;
- (h) insurances the licensee must effect;
- (i) cleaning and maintaining the licensed area; and
- (j) repair, replacement or upgrading of licensed plant and equipment.

## 23 CONTROLS ON HOURS OF OPERATION AND USE OF FACILITIES

### 23.1 Determination of operation hours

The Owners Corporation may, by Special Resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the Lots or Common Property:

- (a) that activities (i.e. washing) may be conducted on a Lot or Common Property only during certain times; and
- (b) that Common Facilities may be used only during certain times under certain conditions.

### 23.2 Compliance

An Owner or Occupier must comply with a determination referred to in By-Law 23.1.



## **24 COMMON FACILITIES**

### **24.1 Common Facilities generally**

The following conditions apply to the use of the Common Facilities:

- (a) animals are not permitted in and around the Common Facilities other than as may be permitted under By-Law 12;
- (b) running, playing ball, use of bikes, scooters, skateboards, and roller blades, noisy and hazardous activities are prohibited in and around the Common Facilities and all people using the Common Facilities must conduct themselves in a manner so as not to disturb an Owner or Occupier of another Lot.

### **24.2 Landscaping**

The Owners Corporation must keep, repair and maintain the Landscaped Areas to a standard determined by the Owners Corporation from time to time. In respect of the Landscaped Areas, an Owner or Occupier or their invitees must not:

- (a) alter or change the landscaping within the Landscaped Areas;
- (b) change or alter the timer or any other part of the landscaping irrigation system for the Landscaped Areas; or
- (c) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property.

### **24.3 Notice Board**

The Owners Corporation must cause a notice-board to be affixed to some part of the Common Property.

## **25 DAMAGE TO COMMON PROPERTY**

### **25.1 Owners and Occupiers obligations**

Subject to the By-Laws, an Owner or Occupier must:

- (a) use the Common Property and any equipment or services located thereon only for their intended purposes;
- (b) immediately notify the Owners Corporation if they know about or become aware of damage to or a defect in Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by an Owner, Occupier, or their visitors or persons doing work or carrying out Building Works at the Building on their behalf.

### **25.2 Owners Corporation Consent**

Subject to the By-Laws, an Owner or Occupier must obtain consent from the Owners Corporation to:

- (a) paint, mark, drive nails or screw or the like into or otherwise carry on any activity likely to damage, alter or deface any Common Property;
- (b) interfere with or damage Common Property;



- (c) remove anything from Common Property that belongs to the Owners Corporation;  
or
- (d) interfere with the operation of Common Property equipment or Services.

### **25.3 Flyscreens Exception**

An Owner or Occupier may install fly screens to external operable windows and external sliding doors, provided that:

- (a) the colour of the flyscreen is the same colour as the door or window being covered;
- (b) the construction of the flyscreen is of the same material as the door or window being covered; and
- (c) the design of the screen is in accordance with the Strata Management Statement and Architectural Code.

The Owner may not install fly screens on loggia louvre windows.

### **25.4 No additions**

An approval given by the Owners Corporation under By-Law 25.2 cannot authorise any additions to the Common Property.

### **25.5 Repair**

Notwithstanding any Law to the contrary, the Owner or Occupier must at their own expense repair any damage caused to any part of the Common Property as referred to in By-Law 25.2.

## **26 PRESERVATION OR FIRE SAFETY AND PREVENTION OF HAZARDS**

### **26.1 Fire Safety**

An Owner or Occupier of a Lot must not do anything or permit their visitors, invitees or guests to do anything on a Lot or the Common Property that is likely to affect the operation of fire safety devices in the Strata Scheme or to affect the operation of fire safety devices in the Strata Scheme or reduce the level of fire safety upon the Common Property or any other part of the Building.

### **26.2 Hazard Prevention**

An Owner or Occupier of a Lot must not do anything or permit their visitors, invitees or guests to do anything on a Lot or the Common Property that is likely to create a hazard or danger to the Owner or Occupier of any Lot or any person lawfully using the Common Property or any other part of the Building.

## **27 INSURANCE PREMIUMS**

### **27.1 Owners Corporation Consent**

An Owner or Occupier must obtain consent from the Owners Corporation to do anything that might invalidate, render violable, suspend or increase the premium for an insurance policy effected by the Owners Corporation.

### **27.2 Payments for increased premiums**

If the Owners Corporation grants consent under this or any other By-Law, it may make conditions that require reimbursement to the Owners Corporation for any increase in



insurance premiums resulting from the Owner's or Occupier's actions or omissions relating to the matter for which consent was necessary. If an Owner or Occupier does not agree with the conditions, the Owners Corporation may refuse to grant its consent.

## **28 SECURITY AND COMMUNICATION SYSTEMS**

### **28.1 Strata Management Statement and Security**

The Strata Management Statement regulates security for the Strata Scheme and the Development. The rights and obligations of the Owners Corporation, Owners and Occupiers in this By-Law 28 are subject to the Strata Management Statement. In particular, the Owners Corporation must not do anything that would restrict access to any Shared Facilities in the Development in accordance with permitted usage under the Strata Management Statement.

### **28.2 Rights and obligations of the Owners Corporation**

The Owners Corporation must take reasonable steps to:

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

### **28.3 Installation of security equipment**

Subject to this By-Law, the Owners Corporation has the power (but is not obliged) to install on Common Property audio and visual security cameras, monitors and other audio and visual surveillance equipment and appropriate cabling to enable connection and operation of a security monitoring system for the Building, Strata Scheme and Development.

### **28.4 Restricting access to Common Property**

Subject to this By-Law, 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 or Apartment;
- (b) restrict by Security Key an Owner's or Occupier's access to levels in the Building and Strata Scheme where they do not own or occupy a Lot or have access to any Lot or Common Property pursuant to an Exclusive Use By-Law; and
- (c) allow security personnel to use part of Common Property to operate or monitor security of the Building, Strata Scheme and Development. The Owners Corporation may exclude an Owner or Occupier from using those parts of Common Property.

### **28.5 Owners and Occupiers obligations**

- (a) An Owner or an Occupier must not:
  - (i) interfere with security cameras, monitors or surveillance equipment; or
  - (ii) do anything that might prejudice the security or safety of the Building, Strata Scheme or the Development including preventing the Owners Corporation from attending to any and all requirements to access or inspect the fire safety equipment required by Law.
- (b) An Owner or Occupier must:
  - (i) take reasonable care to make sure that fire and security doors are locked or closed when they are not in use as required by Law;



- (ii) upon receipt of reasonable notice, allow access to the Owners Corporation to enter and pass through their Apartment and remain on their Lot for as long as reasonably necessary to repair, maintain, service or replace security cameras, monitors or surveillance equipment or cabling situated on Common Property but which may only be accessed via an Apartment; and
- (iii) meet the increased costs incurred by the Owners Corporation in the event they prevent, interfere, delay access required by Law to certify the existence and/or operating condition of the safety equipment.

## **29 FACILITIES MANAGER**

- (a) In addition to its powers under the Management Act, the Owners Corporation has the power to appoint and enter into agreements with a Facilities Manager to provide management and operational services for the Strata Scheme generally.
- (b) The Owners Corporation may enter into an agreement on such terms and conditions it sees fit subject to the requirements of the Development Act and the Management Act.
- (c) The *Strata* Committee on behalf of the Owners Corporation may enter such agreement during the Initial Period.

## **30 SECURITY KEYS**

### **30.1 Provision of Security Keys**

Subject to this By-Law, the Owners Corporation may give an Owner or Occupier a Security Key if access to Common Property is controlled for the purposes of By-Law 21.

A Security Key issued for a Lot will provide access to the lift lobbies on Steel Street and Ravenshaw Street, access via the lifts to Levels 3 and 4 of the building as well as access via a lift to the level in the building which contains the Lot.

### **30.2 Fees for additional Security Keys**

The Owners Corporation may charge a fee or bond for provision of extra or replacement Security Keys.

### **30.3 Ownership of Security Keys**

Security Keys remain the property of the Owners Corporation.

### **30.4 Management of the Security Key system**

The Owners Corporation has the power to:

- (a) re-code Security Keys; and
- (b) require Owner's and Occupier's to promptly return Security Keys to the Owners Corporation to be re-coded.

### **30.5 Owners and Occupiers obligations**

An Owner or Occupier 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;
- (b) take all reasonable steps not to lose Security Keys;



- (c) return Security Keys to the Owners Corporation if they are no longer required or if the Owners or Occupier will no longer be an Owner or Occupier of a Lot; and
- (d) notify the Owners Corporation immediately if a Security Key is misplaced, lost or stolen.

### **30.6 Prohibitions**

An Owner or Occupier must not:

- (a) copy a Security Key; or
- (b) give a Security Key to someone who is not an Owner or Occupier of a Lot in the Building without the prior permission of the Owners Corporation.

### **30.7 Procedures for leasing or licensing a Lot**

If a Lot is leased or licensed, the Owner of the relevant Lot 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.

## **31 RULES**

### **31.1 Powers of the Owners Corporation**

- (a) The Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of the Building and Strata Scheme and, in particular, the use and enjoyment of Lots and Common Property in the Strata Scheme.
- (b) The Rules and any changes thereof must be consistent with these By-Laws.
- (c) The Owners Corporation must at all time act in good faith and in a way that is consistent with the operation of the Strata Scheme.

### **31.2 Changing Rules**

The Owners Corporation may add to or change the Rules at any time from time to time.

### **31.3 Owners and Occupiers**

All Owners and Occupiers and their invitees must comply with the Rules.

### **31.4 Inconsistency of Rules with By-Laws**

If a Rule is inconsistent with the By-Laws or the requirements of an Authority, the By-Laws or requirements of the Authority prevail to the extent of the inconsistency.

### **31.5 Inconsistency of Rules with Strata Management Statement**

If a Rule is inconsistent with the Strata Management Statement, the Strata Management Statement prevails to the extent of the inconsistency.

## **32 PLAYING ON COMMON PROPERTY**

### **32.1 Obligations**

Skateboards, roller blades, scooters and push bikes are prohibited from being used in the Building or on any part of the Common Property including without limitation ingress and egress ramps and staircases to the Building and Development.



### **32.2 Adult supervision**

An Owners or Occupier or their visitors and invitees who have children under their care must ensure their children do not play within the Building or any part of the Common Property, unless accompanied by an adult exercising effective control who is in the presence of the children at all times and provided that By-Law 32.1 is complied with.

## **33 STORAGE OF BICYCLES & MOTOR CYCLES**

### **33.1 Designated areas**

An Owner or Occupier must not:

- (a) permit any bicycle or motor cycle to be stored on the Common Property, other than in an area as may be designated by the Owners Corporation from time to time specifically as a bicycle storage area or motor cycle storage area respectively; and
- (b) permit any bicycle or motor cycle to be kept in any part of the Common Property including without limitation the foyer, stairwells, hallways, garden areas, walkways, deck or other parts of the Common Property (other than an area designated under clause 33.1(a)).

## **34 GRANTING CONSENTS**

### **34.1 Application for consent**

A person must make an application for the consent of the Owners Corporation under these By-Laws in writing.

### **34.2 Consent may be granted**

Unless a By-Law states otherwise, consents under the By-Laws may be granted by:

- (a) the Owners Corporation at a general meeting; or
- (b) the Strata Committee of the Owners Corporation at a meeting of the Strata Committee.

### **34.3 Conditions**

- (a) The Owners Corporation may impose conditions of approval as they see fit in the course of granting consent to do things under the By-Laws.
- (b) An Owner or Occupier having obtained the consent of the Owners Corporation must comply with any condition of the consent granted.

### **34.4 Revocation of consent**

The Owners Corporation may revoke their consent if an Owner or Occupier does not comply with:

- (a) conditions imposed when the consent was granted; or
- (b) the By-Law under which consent was granted.

## **35 CERTIFICATE**

A certificate signed by the Owners Corporation, or the Strata Manager about a matter or sum payable to the Owners Corporation in connection with the By-Laws or the Management Act is



prima facie evidence of the amount or any other factual matter stated.

## **36 FAILURE TO COMPLY WITH BY-LAWS**

### **36.1 The Owners Corporation**

The Owners Corporation may do anything on or in an Owner's or Occupier's Lot that should have been done under the Management Act or the By-Laws but which has not been done or, in the opinion of the Owners Corporation, has not been done properly by the Owner or the Occupier.

### **36.2 Procedures**

The Owners Corporation must give an Owner or Occupier a written notice specifying when entry to a Lot will be required to carry out any necessary work pursuant to By-Law 36.1. The Owner or Occupier must:

- (a) give the Owners Corporation (or persons authorised by it) access to the Lot according to the notice and at the cost of the Owner or Occupier; and
- (b) pay the Owners Corporation for its costs for doing the work.

### **36.3 Recovering money**

The Owners Corporation may recover any money owed to it by an Owner or Occupier under the By-Laws as a debt.

### **36.4 Reimbursement of costs, charges and expenses**

- (a) The Owner or Occupier of a Lot must pay or reimburse the Owners Corporation on demand for any expenses of the Owners Corporation in connection with the contemplated or actual enforcement or preservation of any rights under the By-Laws in relation to the Owner or Occupier of a Lot.
- (b) The costs, charges and expenses incurred under this By-Law include, without limitation, legal and other expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern and its administration costs in connection with those events.

## **37 INTEREST ON OVERDUE MONEY**

An Owner or Occupier must pay interest on any amount that is due for payment and remains unpaid at the end of one month after it becomes due and payable at the rate equal to the rate stated in the Management Act or the regulations to the Management Act until paid.

## **38 OWNERS OR OCCUPIERS COST**

Anything which the Owner or Occupier is required to do under the By-Laws must be done at the cost of the Owner or Occupier.

## **39 APPLICATIONS AND COMPLAINTS**

An Owner or Occupier must make any applications and complaints to the Owners Corporation in writing and address them to the Strata Manager.

## **40 AMENDING BY-LAWS**

The Owners Corporation, may add, change or cancel By-Laws for the Strata Scheme by Special Resolution and in accordance with the requirements of the Management Act.



## **41 RIGHTS TO ENTER THE LOT**

### **41.1 Rights of the Owners Corporation to Enter the Lot**

In addition to the rights under By-Law 36, the Owners Corporation, by its agents, employees, contractors, with or without tools and materials, has the right to enter the Lot to:

- (a) operate, inspect, test, treat, use, maintain, repair or replace Common Property;
- (b) carry out work required to be carried out by the Owners Corporation in accordance with or by order under the Management Act;
- (c) carry out work required to be carried out by the Owners Corporation by a notice served on it by any Authority;
- (d) carrying out work required to be carried out by the Owners Corporation in accordance with its rights and obligations in these By-Laws;
- (e) carrying out work to the gardens, planter boxes and landscaped areas in the Common Property adjacent to or near the Lot; and
- (f) accessing anchor points attached to Common Property adjacent to or near the Lot.

### **41.2 Rights of the Building Management Committee to enter the Lot**

The Owners Corporation authorises the Building Management Committee to exercise its right to enter the Lot to operate, inspect, test, treat, use, maintain, repair or replace those items of Common Property in the Lot (or which is accessible through the Lot) which are Shared Facilities. The procedures with which the Building Management Committee must comply when it exercises the right are set out in the Strata Management Statement.

### **41.3 Obligations of Owners and Occupiers**

- (a) Owners and Occupiers must permit the Owners Corporation to temporarily store any necessary equipment or material on their Lot in order for the Owner Corporation to undertake its functions in this By-Law 41.
- (b) Owners and Occupiers must not obstruct or hinder the Owners Corporation in the exercise of its functions in this By-Law 41.
- (c) If access is required though a Car Park Lot then the Owner or Occupier must temporarily move any Vehicle from the Car Park Lot if requested to do so by the Owners Corporation.

## **42 CHANGE IN USE OF LOT TO BE NOTIFIED**

An Owner or Occupier of a Lot must notify the Owners Corporation and Building Management Committee if the Owner or Occupier intends to change the existing use of the Lot in a way that may affect the insurance premiums for the Strata Scheme or Building (for example, if the change of use results in hazardous activity being carried out on the Lot, or results in the Lot being used for commercial, retail or industrial purposes rather than residential purposes). This is not a definitive list of when the Owner or Occupier must notify the Owners Corporation and Building Management Committee for a change in use.

## **43 MAINTENANCE OF THE BUILDING**

- 43.1 Unless otherwise specified in these By-Laws the responsibility for the maintenance of the components of the Building will be as stipulated in Registered Memorandum AG600000. Any component of the Common Property not mentioned in the said Registered



Memorandum is to be maintained by the Owners Corporation.

- 43.2 Notwithstanding Clause 43.1, prior to Development Lot 52 being subdivided by a strata plan in accordance with the provisions of the registered strata development contract, the owners corporation will be responsible for the operation, maintenance and replacement of those parts of the building within Development Lot 52 which will eventually become common property by the registration of the aforementioned strata plan. The owners corporation will keep all such parts of the building in a state of good and serviceable repair.

#### 44 USE OF THE OUTDOOR PODIUM AREA

The outdoor podium area can be used by the Owners and Occupiers and can only be used subject to the following conditions:-

- (a) The Outdoor Podium Area is to be used only for quiet recreational purposes which will not cause noise.
- (b) The area can only be used between the hours of 7:00am and 9:30pm or other times nominated by the *Strata* Committee.
- (c) By-laws numbered 6, 8, 23, 24 and 32 apply to the use of the outdoor podium area.
- (d) If an Owner or Occupier is intending to use the Outdoor Podium Area for a social gathering, then that Owner or Occupier must obtain permission to do so from the *Strata* Committee prior to the social gathering. The *Strata* Committee can establish the protocol for dealing with such requests and approvals.
- (e) After using the Outdoor Podium Area, the person/s is/are to leave that part of the Outdoor Podium Area used in a clean and tidy state.

#### 45 COMMON AMENITIES ROOM

The Owners and Occupiers may use the Common Amenities Room that is located in the south west corner of the podium level subject to the following terms and conditions:-

- (a) Common Amenities Room may only be used between the hours of 7:00am and 9:30pm or other times nominated by the *Strata* Committee.
- (b) The use of the Common Amenities Room are subject to the control and supervision of the *Strata* Committee.
- (c) The Owners Corporation is responsible for the maintenance, replacement and repair of all furniture, fixtures and equipment within the Common Amenities Room and keeping them in a state of good order and serviceable repair. The owner's corporation is responsible for the cost of the electricity, water and telecommunications services consumed in the Common Amenities Room.
- (d) After using the Common Amenities Room, it is to be left in a clean and tidy state by the users of it.
- (e) Bylaw 6, 8, 23, 24 and 32 apply to the Common Amenities Room.

#### 46 SHORT TERM ACCOMMODATION

- 46.1 In this By-Law 46, "Short Term Accommodation" means occupation of a Lot by someone other than an Owner for a period of less than 3 months.
- 46.2 The Lots in this Strata Scheme have been approved by Council for residential accommodation and not for Short Term Accommodation. An Occupier must not occupy a Lot for a period of less than 3 months.



46.3 If an Owner wishes to use their Lot for Short Term Accommodation the Owner must obtain development consent from Council and the consent of the Owners Corporation prior to using the Lot for Short Term Accommodation.

#### 47 HUNTER WATER SUB-METERING

##### Schedule 1 Design Criteria

Prior to Hunter Water installing Sub meters, the following criteria will need to be met:

- (a) The internal water service and each meter assembly are to be installed by a Plumber who is licensed by NSW Fair Trading.
- (b) All work on the internal water service and meter assemblies are to comply with the Plumbing Code of Australia and AS/NZ 3500.
- (c) Each individual service is required to have a lot and unit identification tag located above the meter, either a brass engraved plaque attached to a wall or a brass engraved disc attached to the unit's meter assembly. Discs are to be attached with a non-corrosive metal ring.
- (d) Meters and meter assemblies are located above ground and easily accessible at all times. Internal meter assemblies must not be higher than 1.5 metres.
- (e) The meter assemblies are installed in an accessible location for routine reading of the sub meters and for maintenance purposes. Meter assemblies are to be located adjacent to the boundary of each lot where possible or in an accessible location on common property. Meter assemblies are not to be installed behind fences, within enclosed areas or confined spaces. There are to be no safety hazards (such as gardens, overgrown vegetation or other obstructions) within the vicinity of the water meter which prevents safe access at any time.
- (f) The overall opening dimension on meter assemblies must match the standard length of an approved spacer for either a 20mm or 25mm meter, depending on the service requirements of the property. Approved spacers are available for purchase at most plumbing supply firms.
- (g) If the complex has special security requirements these requirements must be provided prior to entering into an agreement with Hunter Water.

Once all requirements have been met, a Hunter Water representative will inspect the property to confirm these details. If this inspection identifies any non-compliance, these issues will need to be resolved before proceeding with an agreement to provide services.

Please note additional fees will be payable for any subsequent inspections.

##### Schedule 2 Hunter Water By-Laws

1. In this By-Law the following provisions apply:

Accessible means the unfettered and unencumbered ability of Hunter Water to access the Master meter and the Sub meters for reading and recording purposes.

Automated Meter Reading means the system to be developed by Hunter Water for implementation in the future as another means of reading meters.

Common Property has the same meaning as in the Strata Schemes Management Act 2015 (NSW).



Hunter Water means Hunter Water Corporation, a public authority within the meaning given to that term in the Strata Schemes Management Act 2015 (NSW) and a state owned corporation within the meaning given to that term in the State Owned Corporations Act 1991 (NSW) its successors and assigns.

Hunter Water Design Criteria means the Hunter Water design criteria as varied from time to time.

Lot has the same meaning as in the Strata Schemes (Freehold Development) Act 1973 (NSW).

Occupier means any person in lawful occupation of the Lot.

Owner means the registered proprietor for the time being of any Lot, their successors and assigns.

Owners Corporation means a corporation constituted under section 8 of the Strata Schemes Management Act 2015 (NSW).

Sub meter means the sub meter installed for each Lot to record the amount of water used by each Owner or Occupier.

2. All Owners and Occupiers of Lots must:
- (a) ensure all water connections (including the water meter assembly) are approved by Hunter Water and are installed in accordance with Hunter Water Design Criteria and ensure that all water connections including the water meter assembly are repaired and maintained at the sole expense of the Owner as required by Hunter Water (acting reasonably) from time to time;
  - (b) modify the water meter assembly when necessary or required to do so by Hunter Water to comply with Hunter Water Design Criteria;
  - (c) ensure the water meter assembly is situated as close as possible to the street boundary of the Lot or in an accessible location on the Common Property and is Accessible at all times;
  - (d) ensure that the water meter assembly is not installed behind fences or in an enclosed area or confined space;
  - (e) ensure that the position of the water meter assembly minimises the risk of harm to Hunter Water employees/contractors. This includes the hazards such as pets, overgrown vegetation or any other obstruction in the vicinity of the water meter which would prevent safe access to the meter for reading and maintenance;
  - (f) pay any account raised by Hunter Water from a reading of the Sub meter, in accordance with Hunter Waters Customer Contract;
  - (g) comply with any request by Hunter Water to upgrade the water meter assembly to enable Hunter Water to implement Automated Meter Reading, promptly when requested to do so;
  - (h) when requested to do so by either the Owners Corporation or Hunter Water, promptly provide access to any water meter or associated water equipment situated within the Lot to Hunter Water's authorised personnel or personnel authorised by the Owners Corporation to allow those personnel to read any water meter, inspect all water connections including the water meter assembly and, if reasonably required by Hunter Water and subject to the Owner's obligations under paragraph (a) above carry out repair and maintenance work upon those items.



3. Either the Owners Corporation or Hunter Water may give a notice to the Owner or Occupier of a Lot requiring the Owner or Occupier to comply with the terms of this by-law. If any Owner or Occupier fails to comply with any requirement relating to access to the Lot or any part of the Lot or repair and maintenance of the Hunter Water meter, the meter assembly or any water equipment within a reasonable time after receipt of a notice requiring compliance, the Owners Corporation or Hunter Water may take such steps as may be reasonable to secure such access or to carry out the relevant repair and maintenance at the expense of the Owner or Occupier of the Lot.

## 48 REGULATION OF SMOKING

### PART 1

#### PREAMBLE

- 1.1 This by-law is made pursuant to Divisions 2 and 3 of Part 7 of the Strata Schemes Management Act 2015.
- 1.2 The purpose of this by-law is to regulate Smoking on common property and Lot property.

### PART 2

#### DEFINITIONS & INTERPRETATION

##### Definitions

- 2.1 In this by-law, unless the context otherwise requires:
  - (a) Act means the Strata Schemes Management Act 2015;
  - (b) Authority means any government, semi-government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over the Lot or the Building including but not limited to the local council, a court or a tribunal;
  - (c) Building means the building;
  - (d) Lot means any lot in the strata plan;
  - (e) Occupier means the occupier of the Lot from time to time;
  - (f) Owner means the owner for the time being of the Lot;
  - (g) Owners Corporation means the owners corporation constituted upon the registration of the Strata Plan;
  - (h) "Smoke" or "Smoking" means burning and/ or inhaling tobacco or any other substance by way of cigarettes, pipes, cigars and the like.

##### Interpretation

- 2.2 In this by-law, unless the context otherwise requires or permits:
  - (a) the singular includes the plural and vice versa;
  - (b) any gender includes the other genders;
  - (c) any terms in the by-law will have the same meaning as those defined in the Act;
  - (d) a reference to the Owners Corporation includes the building manager, strata managing agent, any member of the strata committee or any person authorised by



the Owners Corporation from time to time;

- (e) references to legislation include references to amending and replacing legislation;
- (f) a reference to the Owner includes that Owner's executors, administrators, successors, permitted assigns or transferees;
- (g) a reference to an Occupier includes that Occupier's Invitees;
- (h) to the extent of any inconsistency between the by-laws applicable to Strata and this by-law, the provisions of this by-law shall prevail; and
- (i) if any provision or part of a provision in this by-law whether held or found to be void, invalid, otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and relevant provision shall remain in full force and effect.

### PART 3

#### GRANT OF POWER

- 3.1 In addition to the powers, authorities, duties and functions conferred by or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the additional powers, authorities, duties and functions to regulate Smoking on common property and Lots.

### PART 4

#### RESTRICTIONS ON SMOKING

- 4.1 An Owner or Occupier must not Smoke on common property and must ensure that Smoke does not penetrate to the common property or to any other Lot.
- 4.2 To ensure compliance with clause 4.1, an Owner or Occupier must not Smoke in or on any balcony within any Lot.

### PART 5

#### ENDURING OBLIGATIONS

- 5.1 An Owner or Occupier must comply with any reasonable directions of the Owners Corporation given under this by-law.
- 5.2 An Owner or Occupier must ensure that their invitees comply with the restrictions of this by-law at all times.
- 5.3 For the avoidance of doubt, this by-law does not apply to the Smoking of substances prohibited by the Crimes Act 1900.

### PART 6

#### DEFAULT

- 6.1 Should the Owner or Occupier fail to comply with any obligation under this by-law:
  - (a) the Owners Corporation may request, in writing, that the Owner or Occupier complies with the terms of the by-law and the Owner or Occupier must take all reasonable steps to comply with the Owners Corporation's request;
  - (b) Owners Corporation may recover from the Owner and Occupier, jointly and



severally, as a debt, all of the Owners Corporation's reasonable costs incurred by the Owners Corporation arising out of or in relation to the Owner's or Occupier's breach of this by-law, including but not limited to interest, strata managing agent's fees, expert fees, legal costs and any other expense of the Owners Corporation reasonably incurred in recovering such debt.

**49 FEEDING OF BIRDS AND WILD ANIMALS**

1. An owner or occupier of a lot must not, and must ensure their visitors do not:
  - (a) feed or in any way attempt to attract any birds or wild animals to or near any terrace or to any other part of a lot or the common property; and
  - (b) leave any food or water on or near any terrace or any other part of a lot or the common property.
2. An owner or occupier who breaches sub-clause (1) of this by-law must reimburse:
  - (a) the Owners Corporation for any costs incurred by the Owners Corporation to rectify any damage to the common property or clean any mess on the common property caused as a result of that owner or occupier feeding any birds or wild animals; and
  - (b) any other owner or occupier for any costs incurred by that owner or occupier to rectify and damage to lot or personal property or clean any mess caused to lot or personal property caused as a result of the first mentioned owner or occupier feeding any birds or wild animals.
3. An owner or occupier who breaches the terms of this by-law must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of that breach, including for the enforcement of the terms of this by-law.

**50 MINOR RENOVATIONS**

- i. The owners corporation by resolution in general meeting may delegate to the strata committee, generally or in a particular case or cases, its functions of giving and withholding approval of minor renovations (for the purposes of s.110 of the Strata Schemes Management Act 2015) and of imposing conditions on such approval.
- ii. The owners corporation in like manner may revoke any such delegation.
- iii. The owners corporation may continue to exercise its functions under s.110 of the Act, despite any such delegation.

**THIS is page 40 of a total of 40 and is the annexure to the Consolidation/Change of By-Laws form by The Owners – Strata Plan No 93358.**

**THE SEAL of THE OWNERS – STRATA PLAN NO 93358 was affixed on the 19 day of April 2022 in the presence of the following person(s) authorised by Section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal.**

Signature: Debra Connolly

Name(s): Debra Connolly

Authority: Strata Managing Agent

[ALL HANDWRITING MUST BE IN BLOCK CAPITALS]





City of  
Newcastle

# Planning Certificate

Section 10.7, Environmental Planning and Assessment Act 1979

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**To:** Tranter Lawyers  
PO Box 534  
MAITLAND NSW 2320

**Certificate No:** PL2025/03652  
**Fees:**  
**Receipt No(s):**

**Your Reference:**

**Date of Issue:** 21/07/2025

<b>The Land:</b> Lot 71 SP 93359 603/23 Ravenshaw Street Newcastle West NSW 2302
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## Advice provided on this Certificate:

Advice under section 10.7(2): see Items 1 – 25

## IMPORTANT: Please read this certificate carefully

This certificate contains important information about the land.

Please check for any item which could be inconsistent with the proposed use or development of the land. If there is anything you do not understand, phone our **Customer Contact Centre** on (02) 4974 2000, or come in and see us.

The information provided in this certificate relates only to the land described above. If you need information about adjoining or nearby land, or about the City of Newcastle (CN) development policies for the general area, contact our **Customer Contact Centre**.

All information provided is correct as at 21/07/2025. However, it's possible for changes to occur within a short time. We recommend that you only rely upon a very recent certificate.

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## City of Newcastle

PO Box 489  
NEWCASTLE NSW 2300

Phone: (02) 4974 2000  
Facsimile: (02) 4974 2222

## Customer Contact Centre

Ground floor,  
12 Stewart Avenue  
Newcastle West NSW 2302

## Office hours:

Mondays to Fridays 8.30 am to 5.00 pm

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## Part 1:

### Advice provided under section 10.7(2)

*ATTENTION: The explanatory notes appearing in italic print within Part 1 are provided to assist understanding, but do not form part of the advice provided under section 10.7(2). These notes shall be taken as being advice provided under section 10.7(5).*

#### 1. Names of relevant planning instruments and development control plans

- A. The following environmental planning instruments and development control plans apply to the land, either in full or in part.

##### State Environmental Planning Policies

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Precincts - Regional) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Transport and Infrastructure) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022

##### Local Environmental Plans and Development Control Plans

Newcastle Local Environmental Plan 2012

Newcastle Development Control Plan 2023

- B. The following proposed environmental planning instruments and draft development control plans are or have been the subject of community consultation or on public exhibition under the *Environmental Planning and Assessment Act 1979*, apply to the carrying out of development on the land.

##### Proposed State Environmental Planning Policies

There are currently no draft State Environmental Planning Policies that apply to this land.

Detailed information of any draft State Environmental Planning Policies is available at the NSW Department of Planning and Environment website.

##### Planning Proposals for Local Environmental Plans and Draft Development Control Plans

Draft Development Control Plan 2023 applies to this land.

Detailed information of any draft environmental planning instruments is available at the NSW Department of Planning and Environment website and on City of Newcastle's website.

#### 2. Zoning and land use under relevant planning instruments

##### Newcastle Local Environmental Plan 2012

**Zoning:** The Newcastle Local Environmental Plan 2012 identifies the land as being within the following zone(s):

## Zone MU1 Mixed Use

Note: Refer to [www.newcastle.nsw.gov.au](http://www.newcastle.nsw.gov.au) or [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au) website for LEP instrument and zoning maps.

The following is an extract from the zoning provisions contained in Newcastle Local Environmental Plan 2012:

### Zone MU1 Mixed Use

- **Objectives of zone**

- To encourage a diversity of business, retail, office and light industrial land uses that generate employment opportunities.
- To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To support nearby or adjacent commercial centres without adversely impacting on the viability of those centres.

- **Permitted without consent**

Environmental protection works; Home occupations

- **Permitted with consent**

Amusement centres; Boarding houses; Building identification signs; Business identification signs; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Information and education facilities; Light industries; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Seniors housing; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Any other development not specified in, permitted without consent or prohibited

- **Prohibited**

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Biosolids treatment facilities; Camping grounds; Caravan parks; Cemeteries; Dual occupancies; Dwelling houses; Eco-tourist facilities; Electricity generating works; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Heavy industries; Helipads; Open cut mining; Resource recovery facilities; Rural industries; Secondary dwellings; Semi-detached dwellings; Sewage treatment plants; Truck depots; Vehicle body repair workshops; Waste disposal facilities; Water recycling facilities; Water supply systems

- **Additional permitted uses**

The land does not have additional permitted uses.

- **Minimum land dimensions for erection of a dwelling-house**

There are no minimum land dimensions for the erection of a dwelling-house that apply to this site.

- **Critical habitat:** The land does not identify as including or comprising critical habitat.

- **Area of Outstanding Biodiversity Value**

The land is not within a declared area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.

- **Heritage conservation area**

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The land is situated within the Newcastle City Centre Heritage Conservation Area. Refer to the Newcastle Local Environmental Plan 2012 for provisions relating to development within a heritage conservation area.

- **Heritage items**

There are no heritage items listed under an environmental planning instrument.

### 3. Contributions plans

The following contribution plan/s apply to the land.

#### **Section 7.11 Development Contributions Plan:**

The Plan specifies section 7.11 contributions that may be imposed as a condition of development consent.

#### **Section 7.12 Development Contributions Plan:**

The Plan specifies section 7.12 contributions that may be imposed as a condition of development consent.

*NOTE: Contributions plans are available on our website or may be viewed at our Customer Contact Centre.*

#### **Section 7.24 Housing and Productivity Contribution:**

The Lower Hunter region is subject to Division 7.1 of the Environmental Planning and Assessment Act 1979 and is affected by the Housing and Productivity Contribution.

The Housing and Productivity Contribution may be imposed as a condition of development consent.

*NOTE: For further information visit the Department of Planning website.*

#### **DRAFT Section 7.32 Affordable Housing Contributions Scheme:**

The DRAFT scheme specifies section 7.32 contributions that may be imposed as a condition of development consent. The scheme is currently being finalised by the Department of Planning, Housing, and Infrastructure.

The scheme does not apply to Development Applications lodged prior to the gazettal of the scheme.

### 4. Complying development

The following information details whether the land is land on which there is a restriction to the effect that complying development may, or may not, be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of that policy:

#### **Wilderness area**

The land is NOT, and is NOT part of, a wilderness area, within the meaning of the *Wilderness Act 1987*.

#### **State Heritage Register**

The land is NOT land that is, or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977*, or that is subject to an interim heritage order under that Act.

#### **Other Heritage Item**

The land is NOT identified as an item of environmental heritage, or a heritage item, by an environmental planning instrument, or on which is located an item that is so identified.

#### **Environmentally Sensitive Area or Environmentally Sensitive Land**

Except as otherwise provided by *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the land is NOT within an environmentally sensitive area.

#### **State Heritage Exemption**

Council does NOT have information about any exemption, granted by the Minister under Section 57(2) of the *Heritage Act 1977*, that may apply to the land.

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There is NOT an interim heritage order or exemption thereto, made by Council under Section 57(1A) or (3) of the *Heritage Act 1977*, that applies to the land.

**Draft Heritage Item**

The land is NOT land that comprises, or on which there is, a draft heritage item in a local environmental plan.

**Heritage Conservation Area**

The land IS within a heritage conservation area in an environmental planning instrument or a draft heritage conservation area in a local environmental plan.

**Reserved for a Public Purpose**

The land is NOT reserved for a public purpose by an environmental planning instrument.

**Acid Sulfate Soil**

The land is NOT identified on an Acid Sulfate Soils Map as being Class 1 or Class 2.

**Significantly contaminated land**

The land is NOT significantly contaminated land within the meaning of the *Contaminated Land Management Act 1997*.

**Biobanking agreement or property vegetation plan**

The land is NOT subject to a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* or a property vegetation plan approved under the *Native Vegetation Act 2003*.

**Private land conservation agreement or set aside area**

The land is NOT subject to a private land conservation agreement under the *Biodiversity Conservation Act 2016*. Council does not have information to identify whether the land is a set aside area under section 60ZC of the *Local Land Services Act 2013*.

**Buffer area, river front area, ecologically sensitive area or protected area**

The land is NOT identified by an environmental planning instrument as being within a buffer area, within a river front area, within an ecologically sensitive area or within a protected area.

**Coastline hazard, coastal hazard or coastal erosion hazard**

The land is NOT identified by an environmental planning instrument, a development control plan or a policy adopted by Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.

**Foreshore area**

The land is NOT in a foreshore area.

**25 ANEF contour or higher ANEF contour**

The land is NOT in the 25 ANEF contour or higher ANEF contour.

**Special area**

The land is NOT declared to be a special area under the *Water NSW Act 2014*.

**Unsewered land**

The land is NOT unsewered land to which Chapter 8 of *State Environmental Planning Policy (Biodiversity and Conservation) 2021* applies or is located in any other drinking water catchment identified in any other environmental planning instrument.

**Schedule 5 of the Codes SEPP**

The land is NOT described or otherwise identified on a map specified in Schedule 5 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

**General**

If any restriction is identified above, the restriction may not apply to all of the land and Council does not have sufficient information to ascertain the extent to which complying development may, or may not, be carried out on the land.

Note: restrictions other than those arising from the identified clauses of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may exclude complying development from being carried out on the land.

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## 5. Exempt development

The following information details whether the land is land on which there is a restriction to the effect that exempt development may, or may not, be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of clause 1.16(1)(b1)–(d) or 1.16A of that policy:

### Area of Outstanding Biodiversity Value

The land IS NOT within a declared area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*.

### Area of Declared Critical Habitat

The land IS NOT within a declared critical habitat under Part 7A of the *Fisheries Management Act 1994*.

### Wilderness area

The land is NOT, and is NOT part of, a wilderness area, within the meaning of the *Wilderness Act 1987*.

### Listed on the State Heritage Register

This land IS NOT listed on the State Heritage Register under the *Heritage Act 1977* and IS NOT subject to an interim heritage order under that Act.

### Listed on Schedule 4 of the Exempt and Complying Development Codes State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

The land is NOT listed on Schedule 4 of the Exempt and Complying Development Codes State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

### Siding Spring Observatory

The land is NOT within 18 kilometres of Siding Spring Observatory.

### General

If any restriction is identified above, the restriction may not apply to all of the land and Council does not have sufficient information to ascertain the extent to which exempt development may, or may not, be carried out on the land.

Note: restrictions other than those arising from the identified clauses of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may exclude exempt development from being carried out on the land.

## 6. Affected building notices and building product rectification orders

The land IS NOT AFFECTED by any affected building notice of which CN is aware that is in force in respect of the land.

The land IS NOT AFFECTED by any building product rectification order that has not been fully complied with, of which CN is aware that is in force in respect of the land.

The land IS NOT AFFECTED by an outstanding notice of intention to make a building product rectification order of which CN is aware.

An affected building notice has the same meaning as in Part 4 of the *Building Products (Safety) Act 2017*.

Building product rectification order has the same meaning as in the *Building Products (Safety) Act 2017*.

## 7. Land reserved for acquisition

The land is not identified for acquisition by a public authority (as referred to in section 3.15 of the Act) by any environmental planning instrument or proposed environmental planning instrument applying to the land.

## 8. Road widening and road realignment

*NOTE: Transport for NSW (TfNSW) may have proposals that are not referred to in this item. For advice about affection by TfNSW proposals, contact Transport for NSW, Locked Mail Bag 30 Newcastle 2300. Ph: 131 782.*

The land IS NOT AFFECTED by any road widening or road realignment under Division 2 of Part 3 of the Roads Act 1993.

The land IS NOT AFFECTED by any road widening or road realignment under an environmental planning instrument.

The land IS NOT AFFECTED by road widening or road realignment under a resolution of the Council.

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## 9. Flood related development controls

9(1) The land or part of the land is within the flood planning area for local catchment flooding and subject to flood related development controls.

9(2) The land or part of the land is between the flood planning area and the probable maximum flood (PMF) and subject to flood related development controls.

Our information currently indicates that the property is, or contains, flood prone land (land within the PMF) as defined by the NSW Government Flood Risk Management Manual 2023.

The Newcastle Development Control Plan (DCP) and Newcastle Local Environmental Plan (LEP) include flood related development controls that apply to development on flood prone land. The DCP and LEP can be viewed on our website.

*NOTE: More detailed flood information specific to the property is available on a Flood Information Certificate. Application forms for these certificates are available on the City of Newcastle website <https://www.newcastle.nsw.gov.au/about-us/forms-and-publications>*

## 10. Council and other public authority policies on hazard risk restrictions

Except as stated below, the land is not affected by a policy referred to in Item 10 of Schedule 2 of the Environmental Planning and Assessment Regulation 2021 that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

**Potential acid sulfate soils:** Works carried out on the land must be undertaken in accordance with Clause 6.1 Acid sulfate soils of the Newcastle Local Environmental Plan 2012.

**Land Contamination:** We have land contamination information/records in relation to this property. City of Newcastle has a policy restricting development or imposing conditions on properties affected by land contamination. Refer to Section B7 Land contamination of Newcastle Development Control Plan 2023, which is available to view and download from City of Newcastle's website.

*NOTE: The absence of a policy to restrict development of the land because of the likelihood of a particular risk does not imply that the land is free from that risk. City of Newcastle (CN) considers the likelihood of natural and man-made risks when determining development applications under section 4.15 of the Environmental Planning and Assessment Act 1979. Detailed investigation carried out in conjunction with the preparation or assessment of a development application may result in CN either refusing development consent or imposing conditions of consent on the basis of risks that are not identified above.*

## 11. Bush fire prone land

The land IS NOT bush fire prone land for the purposes of the Environmental Planning and Assessment Act 1979.

## 12. Loose-fill asbestos insulation

Property HAS NOT been notified: Council HAS NOT been notified that: - a residential dwelling erected on this land has been identified in the Loose-fill Asbestos Insulation Register maintained by NSW Fair Trading as containing loose-fill asbestos insulation.

## 13. Mine Subsidence

The land IS WITHIN a declared Mine Subsidence District under section 20 of the Coal Mine Subsidence Compensation Act 2017. Development in a Mine Subsidence District requires approval from Subsidence Advisory NSW. Subsidence Advisory NSW provides compensation to property owners for mine subsidence damage. To be eligible for compensation, development must be constructed in accordance with Subsidence Advisory NSW approval. Subsidence Advisory NSW has set surface development guidelines for properties in Mine Subsidence Districts that specify building requirements to help prevent potential damage from coal mine subsidence.

*NOTE: The above advice is provided to the extent that City of Newcastle (CN) has been notified by Subsidence Advisory NSW.*

## 14. Paper subdivision information

The land IS NOT AFFECTED by any development plan that applies to the land or that is proposed to be subject to a consent ballot.

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**15. Property vegetation plans**

Not applicable. The Native Vegetation Act 2003 does not apply to the Newcastle local government area.

**16. Biodiversity stewardship sites**

The land IS NOT land (of which CN is aware) under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

**17. Biodiversity certified land**

The land IS NOT biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

**18. Orders under Trees (Disputes Between Neighbours) Act 2006**

CN HAS NOT been notified that an order has been made under the *Trees (Disputes between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

**19. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**

The land IS NOT subject to an agreement for annual charges under section 496B of the *Local Government Act 1993* for coastal protection services (within the meaning of section 553B of that Act).

**20. Western Sydney Aerotropolis**

The land is not within the Western Sydney Aerotropolis, as defined by Chapter 4 of State Environmental Planning Instrument (Precincts - Western Parkland City) 2021.

**21. Development consent conditions for seniors housing**

(a) The land IS NOT AFFECTED by a current site compatibility certificate (of which CN is aware) issued under the State Environmental Planning Policy (Housing) 2021.

(b) The land IS NOT AFFECTED by any terms of kind referred to in clause 88(2) of the State Environmental Planning Policy (Housing) 2021, that have been imposed as a condition of consent to a development application granted after 11 October, 2007 in respect of the land.

**22. Site compatibility certificates and development consent conditions for affordable rental housing**

The land IS NOT AFFECTED by a valid site compatibility certificate (of which CN is aware) issued under the State Environmental Planning Policy (Affordable Rental Housing) 2009.

**23. Water or sewerage services**

City of Newcastle does not hold any records as to whether water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*.

*NOTE: A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.*

**24. Special Entertainment Precinct**

The land is NOT AFFECTED by a special entertainment precinct within the meaning of the *Local Government Act 1993*, section 202B.

**25. Matters prescribed under the Contaminated Land Management Act 1997**

**Note:** The following matters are prescribed by section 59(2) of the Contaminated Land Management Act 1997.

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The land to which the certificate relates is the subject of the following site audit statement(s) within the meaning of the Contaminated Land Management Act 1997.

1. Site Audit Statement No. R2002/18 (2/5/2003) produced by Ross McFarland of CH2M HILL Australia Pty Ltd

You can contact Council's Compliance Services Unit on (02) 49742525 to obtain further information.

NOTE: Contamination information that relates to the land that is not required to be disclosed under section 59(2) Contaminated Land Management Act 1997, may be provided under a section 10.7(5) certificate.

Issued without alterations or additions, 21/07/25  
Authorised by

**JEREMY BATH**  
**CHIEF EXECUTIVE OFFICER**

