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Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 64804066	NSW DAN:
vendor's agent	STONE REAL ESTATE		Phone: 9557 9040
	177 ENMORE ROAD ENMORE NSW 2042		Fax:
co-agent			Ref: GIORGIO KOULA
vendor	DARRIN JAMES EADE, PAUL DESMOND CUNDY		
vendor's solicitor	METRO CONVEYANCING		Phone: 0419 555 224
	PO BOX 310 ROSEBERY NSW 1445		Fax: 02 8580 4859
			Ref: 62585
date for completion	42 days after the contract date	(clause 15)	Email: mg@metconvey.com.au
land (Address, plan details and title reference)	PROMINENCE 1107/1 GRANDSTAND PDE ZETLAND NSW 2017 LOT 7 IN STRATA PLAN 80140 7/SP80140		
improvements	☑ VACANT POSSESSION ☐ Subject to existing tenancies ☐ HOUSE ☐ garage ☐ carport ☑ home unit ☑ carspace ☐ storage space ☐ none ☐ other:		
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ 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	☑ blinds	☑ dishwasher	☐ light fittings	☑ stove
	☑ built-in wardrobes	☑ fixed floor coverings	☑ range hood	☐ pool equipment
	☐ clothes line	☑ insect screens	☐ solar panels	☐ TV antenna
	☐ curtains	☐ other:		

exclusions		
purchaser		
purchaser's solicitor		Phone:
		Fax:
		Ref:
price	$	Email:
deposit	$	(10% of the price, unless otherwise stated)
balance	$	
contract date		(if not stated, the date this contract was made)

buyer's agent

vendor _____ witness _____

GST AMOUNT (optional)
The price includes
GST of: $

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares witness

Choices

vendor agrees to accept a *deposit-bond* (clause 3) ☑ NO ☐ yes

Nominated *Electronic Lodgment Network (ELN)* (clause 30)

Electronic transaction (clause 30) ☐ no ☑ YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within* 14 days of the contract date):

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* (residential withholding payment) ☐ NO ☐ yes(if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's 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 *RW 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):

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List of Documents

General

- [x] 1 property certificate for the land
- [x] 2 plan of the land
- [ ] 3 unregistered plan of the land
- [ ] 4 plan of land to be subdivided
- [ ] 5 document that is to be lodged with a relevant plan
- [x] 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- [x] 7 additional information included in that certificate under section 10.7(5)
- [x] 8 sewerage infrastructure location diagram (service location diagram)
- [x] 9 sewer lines location diagram (sewerage service diagram)
- [ ] 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- [ ] 11 *planning agreement*
- [ ] 12 section 88G certificate (positive covenant)
- [ ] 13 survey report
- [ ] 14 building information certificate or building certificate given under *legislation*
- [ ] 15 lease (with every relevant memorandum or variation)
- [ ] 16 other document relevant to tenancies
- [ ] 17 licence benefiting the land
- [ ] 18 old system document
- [ ] 19 Crown purchase statement of account
- [ ] 20 building management statement
- [ ] 21 form of requisitions
- [ ] 22 *clearance certificate*
- [ ] 23 land tax certificate

Home Building Act 1989

- [ ] 24 insurance certificate
- [ ] 25 brochure or warning
- [ ] 26 evidence of alternative indemnity cover

Swimming Pools Act 1992

- [ ] 27 certificate of compliance
- [ ] 28 evidence of registration
- [ ] 29 relevant occupation certificate
- [ ] 30 certificate of non-compliance
- [ ] 31 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- [x] 32 property certificate for strata common property
- [x] 33 plan creating strata common property
- [x] 34 strata by-laws
- [x] 35 strata development contract or statement
- [ ] 36 strata management statement
- [ ] 37 strata renewal proposal
- [ ] 38 strata renewal plan
- [ ] 39 leasehold strata - lease of lot and common property
- [ ] 40 property certificate for neighbourhood property
- [ ] 41 plan creating neighbourhood property
- [ ] 42 neighbourhood development contract
- [ ] 43 neighbourhood management statement
- [ ] 44 property certificate for precinct property
- [ ] 45 plan creating precinct property
- [ ] 46 precinct development contract
- [ ] 47 precinct management statement
- [ ] 48 property certificate for community property
- [ ] 49 plan creating community property
- [ ] 50 community development contract
- [ ] 51 community management statement
- [ ] 52 document disclosing a change of by-laws
- [ ] 53 document disclosing a change in a development or management contract or statement
- [ ] 54 document disclosing a change in boundaries
- [ ] 55 information certificate under Strata Schemes Management Act 2015
- [ ] 56 information certificate under Community Land Management Act 1989
- [ ] 57 disclosure statement - off the plan contract
- [ ] 58 other document relevant to off the plan contract

Other

- [ ] 59

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

STRATA PLUS 80 COOPER STREET SURRY HILLS NSW 2010

TEL: 9319 1899

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 any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) 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 Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

(a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and

(b) ask the relevant local council whether it holds any 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.

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COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. **This is the statement required by section 66X of the *Conveyancing Act 1919* and 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 at any time before 5 pm on—**

- **(a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or**
- **(b) the fifth business day after the day on which the contract was made—in any other case.**

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 section 66W of the Act, 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 section 66ZG of the Act.**

4. **A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and 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, Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.

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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:**

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

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. **The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.**

7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**

8. **The purchaser should arrange insurance as appropriate.**

9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**

10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**

11. **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**

12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.**

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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)

In this contract, these terms (in any form) mean –

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
deposit-bond	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
document of title	document relevant to the title or the passing of title;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* 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).

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 giving cash (up to $2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

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2.7 If the vendor accepts a bond or guarantee 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 this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
3.2 The purchaser must provide the original *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 16.7.
3.9 The vendor must give the purchaser the *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 the *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 the *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 the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
4.1.1 the form of transfer; and
4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
4.4 The vendor can require the purchaser to include a form of 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 benefited.

5 Requisitions

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

6 Error or misdescription

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

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7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

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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 –

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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 purchaser must make a *GSTRW payment* the purchaser must –
13.13.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
13.13.4 *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.

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.
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 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.
14.6 *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 –
14.6.1 the amount is to be treated as if it were paid; and
14.6.2 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).
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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
16.2 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.
16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
16.4 The legal title to the *property* does not pass before completion.

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16.5 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.

16.6 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

16.7 On completion the purchaser must pay to the vendor, by cash (up to $2,000) or *settlement cheque* –

16.7.1 the price less any:
- deposit paid;
- *FRCGW remittance* payable;
- *GSTRW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

16.7.2 any other amount payable by the purchaser under this contract.

16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.

16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.

16.10 On completion the deposit belongs to the vendor.

● Place for completion

16.11 *Normally*, the *parties* must complete at the completion address, which is –

16.11.1 if a special completion address is stated in this contract - that address; or

16.11.2 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

16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.

16.12 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.

16.13 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.

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

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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 4.3);
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; and
20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
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 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation)* is also a reference to any corresponding later *legislation*.
20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
20.14 The details and information provided in this contract (for example, on pages 1 - 3) 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.

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 s26 Community Land Management Act 1989;
23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

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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 14.5 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 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.

23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.

23.12 Each *party* can sign and give the notice as agent for the other.

23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.

23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.

23.15 The vendor authorises the purchaser to apply for the purchaser's own 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.

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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 earnt 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 –
  - a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - 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 form of 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 –

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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 The vendor must give a proper covenant to produce where relevant.
25.9 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.
25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General 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 14.1.

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

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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 Electronic transaction

30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
30.1.1 this contract says that it is an *electronic transaction*;
30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction.*

30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
30.2.2 if, at any time after the *effective date,* but at least 14 days before the date for completion, a *party serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction.*

30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
30.3.1 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
30.3.2 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 14.2.

30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
- using the nominated *ELN*, unless the *parties* otherwise agree;

30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
- before the receipt of a notice given under clause 30.2.2;

is taken to have been received by that *party* at the time determined by s13A of the Electronic Transactions Act 2000; and
30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.

30.5 *Normally,* the vendor must *within* 7 days of the *effective date* –
30.5.1 create an *Electronic Workspace*;
30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.

30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
30.6.1 *populate* the *Electronic Workspace* with *title data*;
30.6.2 create and *populate* an *electronic transfer*;
30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.

30.7 *Normally, within* 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
30.7.1 join the *Electronic Workspace*;
30.7.2 create and *populate* an *electronic transfer*;
30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

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30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.

30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
- 30.9.3 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.

30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.

30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.

30.12 If the computer systems of any of the *Land Registry*, the *ELNO* 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*.

30.13 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 –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be 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 comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.

30.15 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 –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

adjustment figures	details of the adjustments to be made to the price under clause 14;
certificate of title	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
completion time	the time of day on the date for completion when the *electronic transaction* is to be settled;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
ECNL	the Electronic Conveyancing National Law (NSW);
effective date	the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties*' *Conveyancing Transaction*;

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electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules;*
electronically tradeable	a land title that is Electronically Tradeable as that term is defined in the *conveyancing rules;*
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
mortgagee details	the details which a *party* to the *electronic transaction* must provide about any *discharging mortgagee* of the *property* as at completion;
participation rules	the participation rules as determined by the *ECNL;*
populate	to complete data fields in the *Electronic Workspace*; and
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry.*

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 The purchaser must –

31.2.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;

31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance.*

31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.

31.4 If the vendor *serves* any *clearance certificate* or *variation,* the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 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 clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –

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.

32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

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CERTIFICATE
PURSUANT TO SECTION 66W OF THE CONVEYANCING ACT, 1919

I, ... *(full name)*

of ..... *(address)*

certify as follows:

1. I am a …… currently admitted/licensed to practice in New South Wales or another State or Territory of Australia.

2. I am giving this certificate in accordance with Section 66W of the *Conveyancing Act* 1919 with reference to a contract for the sale of the property referred to in **Item 1** of the Schedule below (**Property**) from the Vendor referred to in **Item 2** of the Schedule below (**Vendor**) to the Purchaser referred to in **Item 3** of the Schedule below (**Purchaser**) in order that there is no cooling off period in relation to that contract.

3. I do not act for the Vendor (or any of them) and am not employed in the legal practice of a solicitor acting for the Vendor (or any of them) nor am I a member or employee of a firm of which a solicitor acting for the Vendor (or any of them) is a member or employee.

4. I have explained to the Purchaser (and where the Purchaser comprises more than one person or party, to each of them; and where the Purchaser or any of them is a corporation, to an officer of the corporation or a person involved in the management of its affairs):

the effect of the contract for the purchase of the Property;

the nature of this certificate;

the effect of giving this certificate to the Vendor, i.e. that there is no cooling off period in relation to the contract.

SCHEDULE

Item 1 (Property)	:	**1107/1 GRANDSTAND PADADE ZETLAND NSW**
Item 2 (Vendor) *(insert full name/s)*	:	**DARRIN JAMES EADE & PAUL DESMOND CUNDY**
Item 3 (Purchaser) *(insert full name/s)*	:	

DATED:

SIGNED:

ADDITIONAL CONDITIONS IN THE CONTRACT FOR THE SALE OF LAND BETWEEN

(Vendor/s) and

(Purchaser/s)

The terms of the printed contract to which these additional conditions are annexed shall be read subject to the following: If there is a conflict between these additional conditions and the printed contract, then these additional conditions shall prevail. The parties agree that should any condition be held to be contrary to law, void or unenforceable, then such condition shall be severed from this contract and all remaining conditions shall remain in full force and effect.

32. The contract annexed to these additional conditions is amended as follows:

(a) clause 2.2 – delete the word "*Normally*";
(b) clause 2.4 – delete the following: "cash (up to $2,000) or a";
~~(c) clause 9.1 – after "(to a maximum of 10% of the price)", add the following: "and the depositholder as stakeholder must pay the deposit to the vendor, as directed by the vendor, without any further authority from the purchaser"~~
(d) clause 3 – entire clause deleted;
(e) clause 16.5 – delete the words "plus another 20% of that fee";
~~(f) clause 16.6 – add after the last word "providing that the uncleared Certificate is received 10 days prior to the date for settlement, otherwise the Purchaser must accept an undertaking on settlement that the Land Tax Certificate will be cleared within 14 days after settlement";~~
(g) clause 16.8 is deleted;
(h) clause 16.12 is deleted;
(i) clause 18 is amended by adding the following;
18.8 The purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property;
(j) clause 23.9.1 - delete "1%" and insert "5%"; and
(k) clause 7.1.1 is deleted.
(l) clauses 23.13 and 23.14 are deleted

NOTICE TO COMPLETE

33. Completion of this matter shall take place on or before 4.00pm within the time provided for in clause 15 herein. Should the purchaser not complete within that time (as a result of the purchaser, its lender, its solicitor, its conveyancer or its agent(s) not being ready to complete) then the vendor shall be at liberty to issue a Notice to Complete calling for the purchaser to complete the matter making the time for completion essential. Such Notice shall give not less than 14 days notice after the day immediately following the day on which that Notice is received by the purchaser and the parties agree that such time is deemed reasonable and sufficient to render the time for completion essential. The vendor shall also be at liberty to withdraw such Notice to Complete and re-issue another one at anytime. The vendor shall be entitled to recover the fee of $330.00 (GST inclusive) from the purchaser to cover the cost for issuing such Notice. The vendor cannot issue a Notice to Complete if the reason for late completion is because the vendor is not ready to settle the matter.

SERVICE OF NOTICE BY FACSIMILE

34. Notwithstanding provision 20.6.5 a notice or document under or relating to this Contract sent by facsimile transmission is served when the transmission has been completed except where:

    (a) The sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission in which case the notice or document shall be deemed not to have been served, or

    (b) The time of the dispatch is not before 5.00 p.m. local time on a business day in which case the notice or document will be deemed to have been served at the commencement of business on the next business day.

SETTLEMENT IN SYDNEY

35. Settlement of this matter shall take place wherever the vendor's mortgagee directs. If the property is not mortgaged, or the discharge of mortgage is already held by vendor's licensed conveyancer, then settlement shall be affected at a venue nominated by the vendor's licensed conveyancer. However should the purchaser not be in a position to settlement at the nominated venue then settlement may be effected in the Sydney CBD at a place nominated by the purchaser, so long as the vendor's licensed conveyancer's Sydney settlement agent's fee is paid by the purchaser.

DELAYED SETTLEMENT

36. In the event settlement does not take place (in PEXA or as a paper settlement) on the due date, or at a booked time (including any time the subject of a settlement booking ahead of the due date in the Contract) or does not take place at a re-arranged time on that same day, or on any other subsequent day on which completion has been booked to take place, due to the default of the purchaser or their mortgagee and through no fault of the vendor, in addition to any other monies payable by the purchaser on completion of this contract, the purchaser must pay an additional $150.00 (GST inclusive) to the vendor's solicitor or conveyancer on settlement, to cover the legal costs and other expenses incurred as a consequence of each delay. The purchaser will only be liable for the additional $150.00 if the vendor is ready, willing & able to settle. The vendor shall not be obliged to complete this contract unless the amount(s) payable under this confusion is/are paid at settlement.

LIQUIDATED DAMAGES

37. If the purchaser does not complete this purchase by the due date for completion, at a time when the vendor is ready, willing and able to complete (on or after that completion date) then the purchaser shall pay to the vendor on completion, in addition to the balance of purchase money, an amount calculated as eight percent (8%) per annum interest on the balance of the purchase money, calculated daily from the day immediately after the due date for completion up to and including the actual date of completion. It is further agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the purchase money and liability for rates and outgoings. The vendor shall not be obliged to complete this contract unless the amount payable under this clause is paid at settlement.

DEATH, MENTAL INCAPACITY & INSOLVENCY

38. Notwithstanding anything in this contract or any rule of law or equity to the contrary but without in any way affecting any other rights of the parties, if prior to completion either party (or if more than one person comprises such party), either or any of them:

    (a) dies or, within the meaning of the *Mental Health Act 2007* (NSW) (or otherwise) becomes a mentally ill person, or is declared bankrupt, the other party can rescind this contract;

    (b) being a company enters into a compromise or arrangement or has a receiver or receiver and manager appointed in respect of its property or part of its property or is placed under official management or commences to be wound up or has its registration cancelled such party shall immediately and without notice be in default of an essential condition of this contract.

CONTRACT CONSTITUES FULL AGREEMENT

39. The purchaser acknowledges that the provisions of this contract constitute the full and complete understanding between the parties and that there is no other understanding, agreement, warranty or representation whether expressed or implied in any way extending, defining or otherwise relating to the provisions of this contract or binding on the parties hereto with respect to any of the matters to which this contract relates.

CONDITION AND STATE OF REPAIR

40. The purchaser warrants that the purchaser has conducted an inspection of the property and takes the property in its present condition and state of repair. The purchaser acknowledges that the vendor gives no warranty as to the condition and state of repair of the property or any fixtures thereon or any inclusions intended to be sold with the property.

EXISTING SERVICES

41. The purchaser takes title to the property subject to the existing water, sewerage, drainage, gas, electricity, telephone and other services (if any) for the property and cannot make a requisition or claim in respect thereof or in respect of whether or not the property is subject to or has the benefit of any rights or easements in respect of any such service.

REAL ESTATE AGENT

42. The vendor warrants that the vendor has created no subsisting exclusive or sole agency other than in favour of the agent (if any) named in this contract. The purchaser warrants that the purchaser has not been introduced to the property or to the vendor by any agent other than that named in this contract and agrees to indemnify the vendor against any claim, action or demand for agents commission that may be made against the vendor should it be proved that the purchaser was so introduced. This indemnity shall continue after completion.

TITLE OF PROPERTY

43. A sufficient statement of the vendor's title shall be deemed included in the description of the property hereinbefore appearing and such statement shall be deemed to have been given to the purchaser at the date hereof.

GST

44. The purchaser warrants that the property will be used predominantly for residential accommodation. The purchaser indemnifies the vendor against any liability for GST (and all associated costs) arising from a breach of this warranty. This right continues after completion.

RELEASE OF DEPOSIT

45. Despite any other provision of the contract, the purchaser authorises the vendor

to apply the whole or any part of the deposit paid under this contract by way of deposit and stamp duty payable on the purchase of another property on the following conditions:

(a) the deposit is not further released;
(b) the deposit is to be held in the trust account of a solicitor, licensed conveyancer or real estate agent, or paid to Revenue New South Wales; and
(c) if circumstances arise entitling the purchaser to rescind the contract, the vendor will immediately repay the monies released to the purchaser.

SWIMMING POOL

46. In the event that a swimming pool is situated on the subject property, the vendor does not warrant that any swimming pool or spa on the property complies with the requirements of the *Swimming Pools Act 1992* (NSW) and its regulations. The purchaser cannot raise any requisition, objection, claim compensation or delay completion in respect of any non-compliance and the purchaser shall be responsible for compliance with any Notice or Order that may be issued by the Local Council or any other authority under the said Act.

SURVEY

47. If annexed hereto is a copy of a survey report relating to the property the purchaser acknowledges any encroachment by or upon the property and/or non-compliance with the Local Government Act 1919 that may be specially disclosed and clearly described therein and the purchaser shall not make any requisitions, objections or claim for compensation in relation to any encroachment and/or non-compliance. The purchaser acknowledges that the vendor does not guarantee that the original of any copy survey annexed hereto will be available at settlement.

TRANSFER

48. Where a settlement is a paper settlement, the purchaser hereby agrees that it will allow the amount of $110.00 (GST inclusive) on settlement, if the transfer is not served to the vendor's solicitor or conveyancer fourteen (14) days prior to the agreed settlement date to cover the cost of the vendor's licensed conveyancer preparing their own transfer.

ERROR IN ADJUSTMENT OF OUTGOINGS

49. Each party agrees that, if on completion, any apportionment of outgoings required to be made under this contract is overlooked or incorrectly calculated, the parties will forthwith make the correct calculation and pay such amount to the other party owed the amount calculated, as shown by such calculation to be payable. This clause shall not merge on completion.

COMMON PROPERTY

50. Except as provided by s52A of the *Conveyancing Act 1919* (NSW) and the regulation, the purchaser cannot make a claim (whether for compensation or not) objection or requisition, delay completion or rescind or terminate in respect of any matter or thing referred to in:

    (a) the strata plan applicable to the common property; or

    (b) the Certificate of Title for the common property.

~~**STRATA TITLES LEGISLATION**~~ **DELETED**

~~51. The purchaser will be deemed to have satisfied him or herself, prior to signing this contract, as to all matters concerning the strata records of the owners corporation and compliance with the provisions of the *Strata Title (Freehold Development) Act 1973* (NSW) and the *Strata Schemes Management Act 1996* (NSW) and the regulations thereunder and as to the by-laws of the owners corporation and compliance therewith and the purchaser will not be entitled to make any objection, requisition, claim for compensation or delay completion in relation to such matters.~~

52. PURCHASER'S CREDIT ARRANGEMENTS

The purchaser acknowledges and warrants to the vendor that credit is not required to complete this contract or that credit has already been approved on such terns as are acceptable to the purchaser. The purchaser acknowledges that the purchaser, insofar as the contractual rights and obligations arising out of this contract are concerned (and unless otherwise provided for by law), cannot rescind this contact due to an inability to obtain any credit required to complete the purchase.

53. FOREIGN ACQUISITIONS

The purchaser warrants that the *Foreign Acquisitions & Takeovers Act 1975* (Cth) ("FA&TA") does not apply to the purchaser or this purchase. In the event that the FA&TA does apply to the purchaser or the purchase (in breach of the purchaser's warranty herein) the purchaser will indemnify the vendor for any and all losses, penalties, fines and legal costs which may be incurred by the vendor as a consequence thereof. Neither this warranty nor this indemnity shall merge on completion.

~~**UNFAIR TERMS**~~

~~54.1~~

~~The purchaser expressly acknowledges that:~~

~~(a) the terms of this contract were negotiated with the vendor of the property prior to the date of the contract; and~~

~~(b) the purchaser raised with the vendor any issues of concern to the purchaser prior to the date of the contract.~~

~~54.2~~

~~The parties acknowledge that the terms in this contract are reasonable necessary to protect the legitimate interests of the vendor.~~

~~54.3~~

~~If any part of this contract is deemed to be an unfair term and/or void for the purposes of *Australian Consumer Law*, then that or those parts deemed unfair and/or void will be severed from this contract and all parts which are not deemed to be unfair and/or void for the purposes of the legislation will remain in effect.~~

S184 STRATA SCHEMES MANAGEMENT ACT CERTIFICATE

55. If the property offered is in a strata scheme, the purchaser is hereby authorised to obtain, and hereby agrees to obtain a s184 certificate from the strata managing agent.

LIMITED TITLE

56. If the property described herein is Limited Title, this special condition (54) applies. The Purchaser is aware that the title to the property is Limited Title. The Vendor discloses to the Purchaser that it does not have in its possession any old system title documents in relation to the property.

Notwithstanding any other provisions in this contract, the Purchaser acknowledges that:

a) It has satisfied itself in respect of the Limited Title;
b) the Vendor is not required to provide an Abstract of Title;
c) the Vendor is not required to provide to the Purchaser any old system title documents relating to the property or copies of them; and
d) the Purchaser will not make any objection, requisition or claims respect of the Limited Title and the Purchaser cannot delay settlement in respect of the Limited Title.

CONDITIONS OF SALE BY AUCTION

If the property is or is intended to be sold at auction:

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

(1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:

(a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.

(b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.

(c) The highest bidder is the purchaser, subject to any reserve price.

(d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.

(e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.

(f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.

(g) A bid cannot be made or accepted after the fall of the hammer.

(h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

(2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

(a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.

(b) Subject to subclause (2A), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.

(c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".

(2A) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

(a) More than one vendor bid may be made to purchase the interest of a co-owner.

(b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.

(c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.

(d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

(3) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock:

The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price:

(a) if that amount can reasonably be determined immediately after the fall of the hammer – before the close of the next business day following the auction, or

(b) if that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 7/SP80140

SEARCH DATE	TIME	EDITION NO	DATE
14/1/2020	10:58 AM	5	6/12/2019

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY HERITAGE BANK LIMITED.

LAND

LOT 7 IN STRATA PLAN 80140
AT ZETLAND
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

DARRIN JAMES EADE
PAUL DESMOND CUNDY
AS JOINT TENANTS (T AH168396)

SECOND SCHEDULE (3 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP80140
2 SP80140 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE 88B INSTRUMENT
3 AP742755 MORTGAGE TO HERITAGE BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.

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Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP80140

SEARCH DATE	TIME	EDITION NO	DATE
14/1/2020	10:59 AM	13	31/1/2018

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 80140 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT ZETLAND
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND
TITLE DIAGRAM SP80140

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 80140
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- STRATA PLUS PTY LIMITED
PO BOX H181
AUSTRALIA SQUARE. NSW 1215

SECOND SCHEDULE (13 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 THE STRATA SCHEME AND DEVELOPMENT CONTRACT IN TERMS OF SECTION 8(5) (A) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973 INCORPORATES DEVELOPMENT LOTS 88 & 89
3 F815008 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
4 6641288 RIGHT OF CARRIAGEWAY APPURTENANT TO THE PART SHOWN SO BENEFITTED IN THE TITLE DIAGRAM AFFECTING THE PROPOSED RIGHT OF CARRIAGEWAY 20.8 WIDE SHOWN IN DP1011406
5 AD366684 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.4 WIDE AFFECTING THE SITE DESIGNATED (E) IN PLAN ATTACHED TO AD366684
6 AD611544 POSITIVE COVENANT
7 AD724621 RESTRICTION AS TO USER (S.88E(3) CONVEYANCING ACT, 1919)
8 DP1123067 RIGHT OF CARRIAGEWAY 6.6 METRE(S) WIDE LIMITED IN HEIGHT & DEPTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
9 DP1123067 EASEMENT FOR EMERGENCY EXIT 1 WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
10 DP1123067 EASEMENT FOR OVERHANG 1 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (13 NOTIFICATIONS) (CONTINUED)
---

11 SP80140 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE 88B INSTRUMENT
12 AM466046 INITIAL PERIOD EXPIRED
13 AN80230 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 80140

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	43	2	43	3	44	4	44
5	45	6	44	7	44	8	44
9	25	10	26	11	43	12	28
13	44	14	29	15	30	16	31
17	28	18	48	19	31	20	25
21	26	22	47	23	65	24	46
25	45	26	48	27	49	28	48
29	48	30	48	31	48	32	48
33	48	34	49	35	46	36	48
37	49	38	48	39	48	40	47
41	47	42	46	43	46	44	47
45	48	46	66	47	47	48	50
49	68	50	47	51	47	52	49
53	51	54	70	55	48	56	49
57	50	58	55	59	54	60	54
61	53	62	53	63	54	64	54
65	55	66	50	67	52	68	52
69	52	70	51	71	51	72	51
73	51	74	51	75	51	76	53
77	72	78	49	79	53	80	72
81	50	82	51	83	54	84	63
85	59	86	76	87	74	88	SP80814
89	SP81218						

STRATA PLAN 80814

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
90	74	91	46	92	29	93	45
94	45	95	43	96	43	97	43
98	43	99	43	100	43	101	44
102	47	103	46	104	48	105	47
106	50	107	48	108	46	109	45
110	45	111	45	112	45	113	45
114	45	115	46	116	48	117	48
118	48	119	48	120	48	121	48
122	48	123	48	124	51	125	49
126	51	127	50	128	54	129	53
130	50	131	49	132	49	133	49

END OF PAGE 2 - CONTINUED OVER

FOLIO: CP/SP80140 PAGE 3

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

STRATA PLAN 80814

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
134	49	135	49	136	49	137	50
138	54	139	53	140	53	141	53
142	53	143	53	144	53	145	54
146	53	147	52	148	63	149	69

STRATA PLAN 81218

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
150	47	151	47	152	45	153	47
154	47	155	35	156	47	157	52
158	49	159	52	160	89	161	35
162	36	163	47	164	44	165	46
166	47	167	47	168	47	169	47
170	47	171	48	172	48	173	49
174	51	175	49	176	49	177	49
178	49	179	48	180	35	181	62
182	47	183	63	184	47	185	64
186	48	187	48	188	49	189	49
190	49	191	49	192	49	193	49
194	49	195	48	196	51	197	51
198	51	199	51	200	51	201	48
202	48	203	64	204	51	205	55
206	53	207	3	208	3	209	3

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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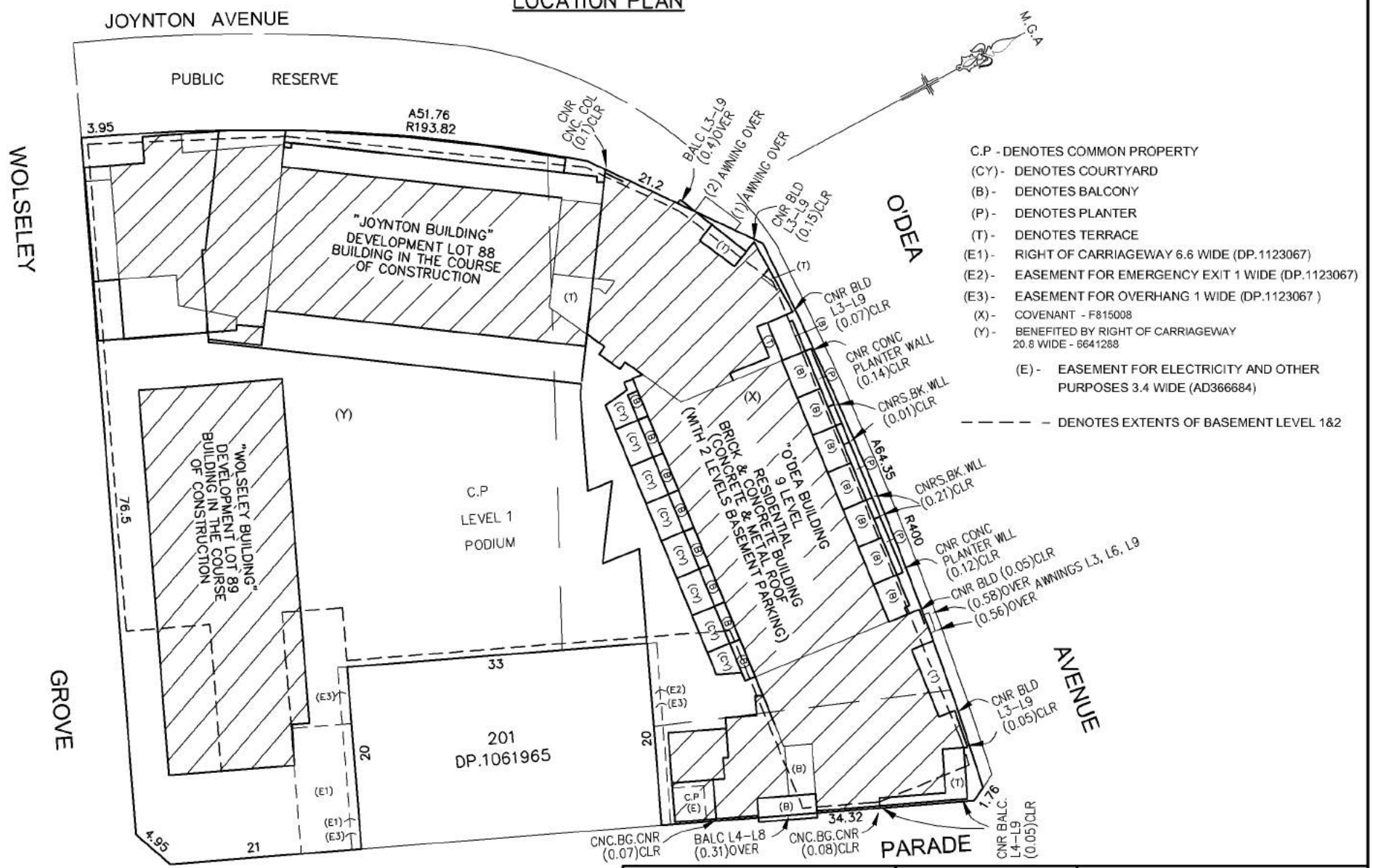
LOCATION PLAN



Surveyor: JACEK IDZIKOWSKI
Surveyor Ref: 27580-30826SP
Subdivision No:
Lengths are in metres. R.R. 1:400

Registered: 19.3.2008

SP80140 (E)

Req:R473902 /Doc:SP 0080140 P /Rev:18-Aug-2008 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 10:59 /Seq:1 of 17
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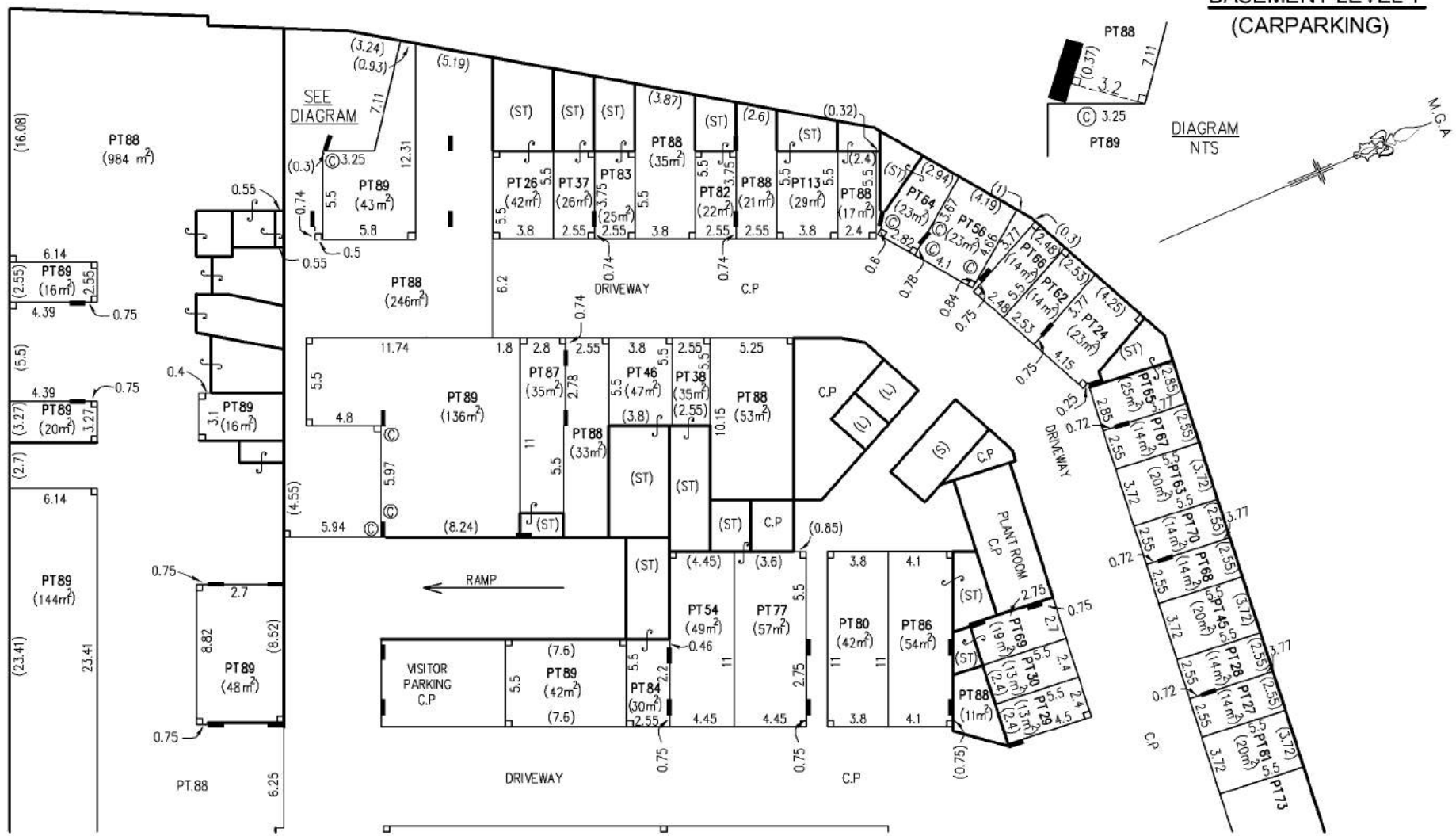
BASEMENT LEVEL 1
(CARPARKING)



LOTS 88 AND 89 ARE DEVELOPMENT LOTS

ALL AREAS ARE APPROXIMATE ONLY AND PROVIDED ONLY FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELPOMENT) ACT, 1973

C.P - DENOTES COMMON PROPERTY
(ST) - DENOTES STORAGE
(L) - DENOTES LIFT (C.P)
(S) - DENOTES STAIRS (C.P)
⌐ DENOTES RIGHT ANGLE 90°

© DENOTES CORNER OF WALL OR COLUMN
DENOTES CENTRELINE OF COLUMN UNLESS NOTED OTHERWISE

Surveyor: JACEK IDZIKOWSKI Surveyor Ref: 27580-30826SP Subdivision No: Lengths are in metres. R.R. 1:250	Registered: 19.3.2008	SP80140

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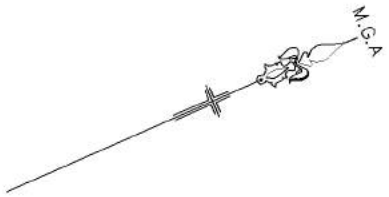
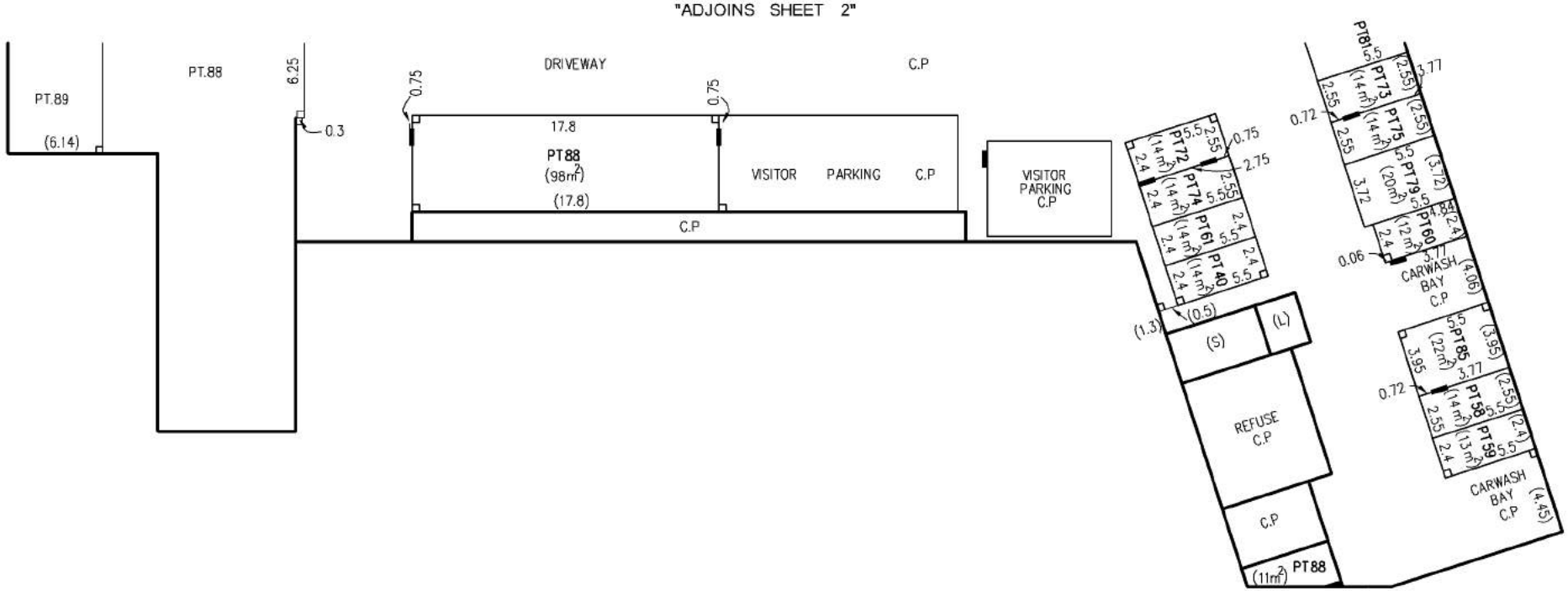


BASEMENT LEVEL 1
(CARPARKING)

"ADJOINS SHEET 2"



LOTS 88 AND 89 ARE DEVELOPMENT LOTS

ALL AREAS ARE APPROXIMATE ONLY AND PROVIDED ONLY FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELPOMENT) ACT, 1973

C.P - DENOTES COMMON PROPERTY

(ST) - DENOTES STORAGE

(L) - DENOTES LIFT (C.P)

DENOTES RIGHT ANGLE 90°

DENOTES CENTRELINE OF COLUMN UNLESS NOTED OTHERWISE

Surveyor: JACEK IDZIKOWSKI Surveyor Ref: 27580-30826SP Subdivision No: Lengths are in metres. R.R. 1:250	Registered: 19.3.2008	SP80140

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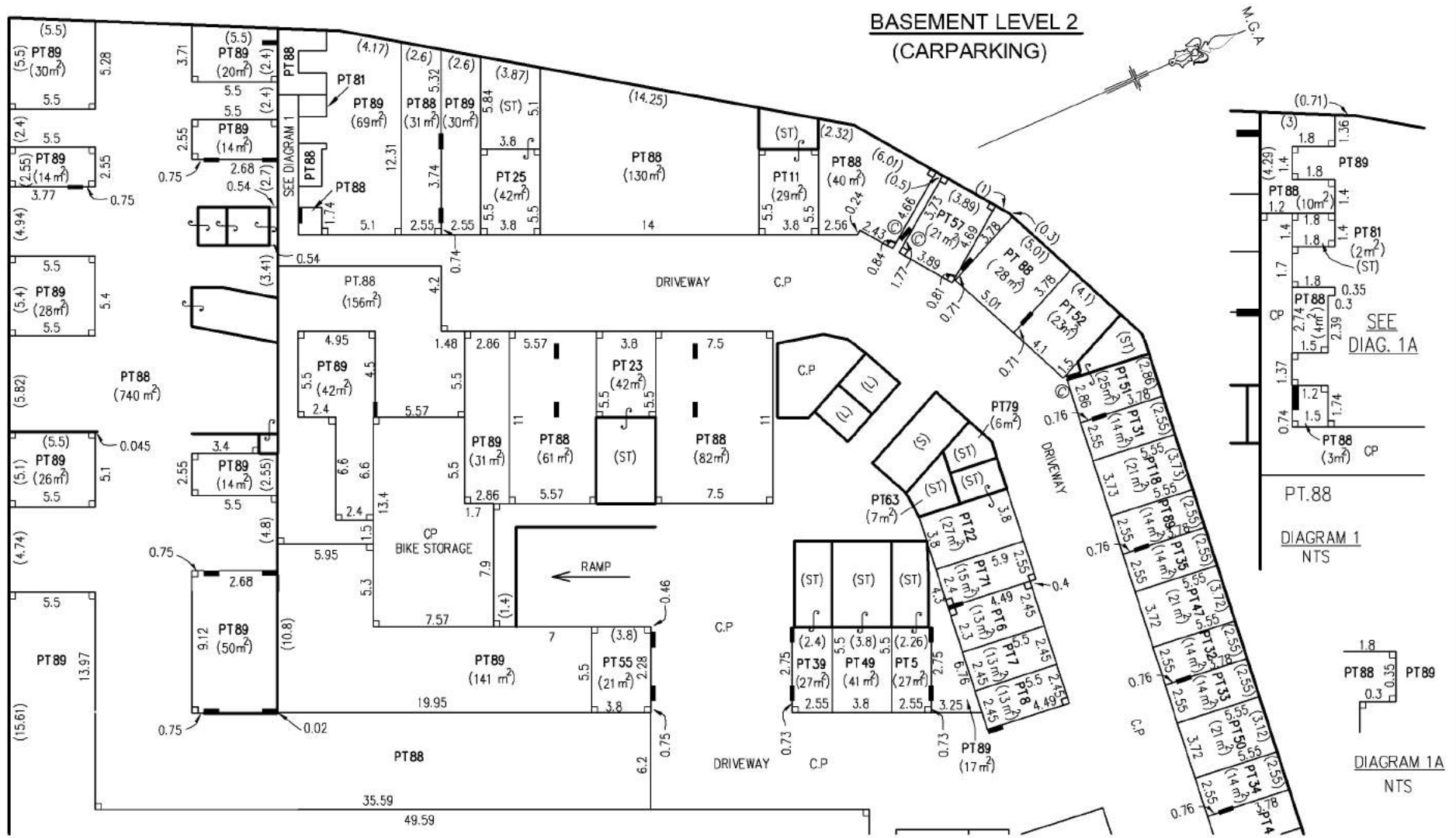

LOTS 88 AND 89 ARE DEVELOPMENT LOTS

ALL AREAS ARE APPROXIMATE ONLY AND PROVIDED ONLY FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELPOMENT) ACT, 1973

C.P - DENOTES COMMON PROPERTY

(ST) - DENOTES STORAGE

(L) - DENOTES LIFT (C.P)

(S) - DENOTES STAIRS (C.P)

DENOTES RIGHT ANGLE 90°

© DENOTES CORNER OF WALL OR COLUMN

DENOTES CENTRELINE OF COLUMN UNLESS NOTED OTHERWISE

Surveyor: JACEK IDZIKOWSKI
Surveyor Ref: 27580-30826SP
Subdivision No:
Lengths are in metres. R.R. 1:250

Registered: 19.3.2008

SP80140

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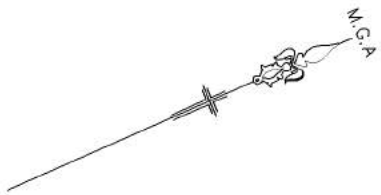

BASEMENT LEVEL 2
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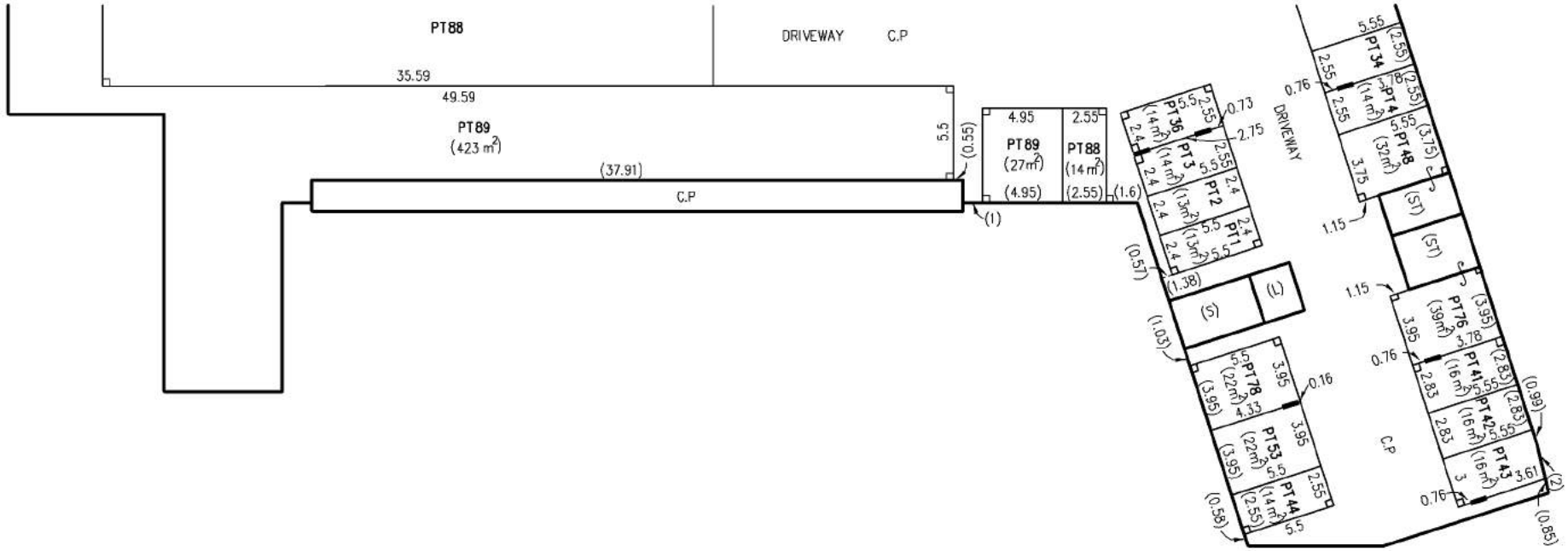

LOTS 88 AND 89 ARE DEVELOPMENT LOTS

ALL AREAS ARE APPROXIMATE ONLY AND PROVIDED ONLY FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELPOMENT) ACT, 1973

C.P - DENOTES COMMON PROPERTY
(ST) - DENOTES STORAGE
(L) - DENOTES LIFT (C.P)
(S) - DENOTES STAIRS (C.P)
DENOTES RIGHT ANGLE 90°

DENOTES CENTRELINE OF COLUMN UNLESS NOTED OTHERWISE

Surveyor: JACEK IDZIKOWSKI
Surveyor Ref: 27580-30826SP
Subdivision No:
Lengths are in metres. R.R. 1:250

Registered: 19.3.2008

SP80140

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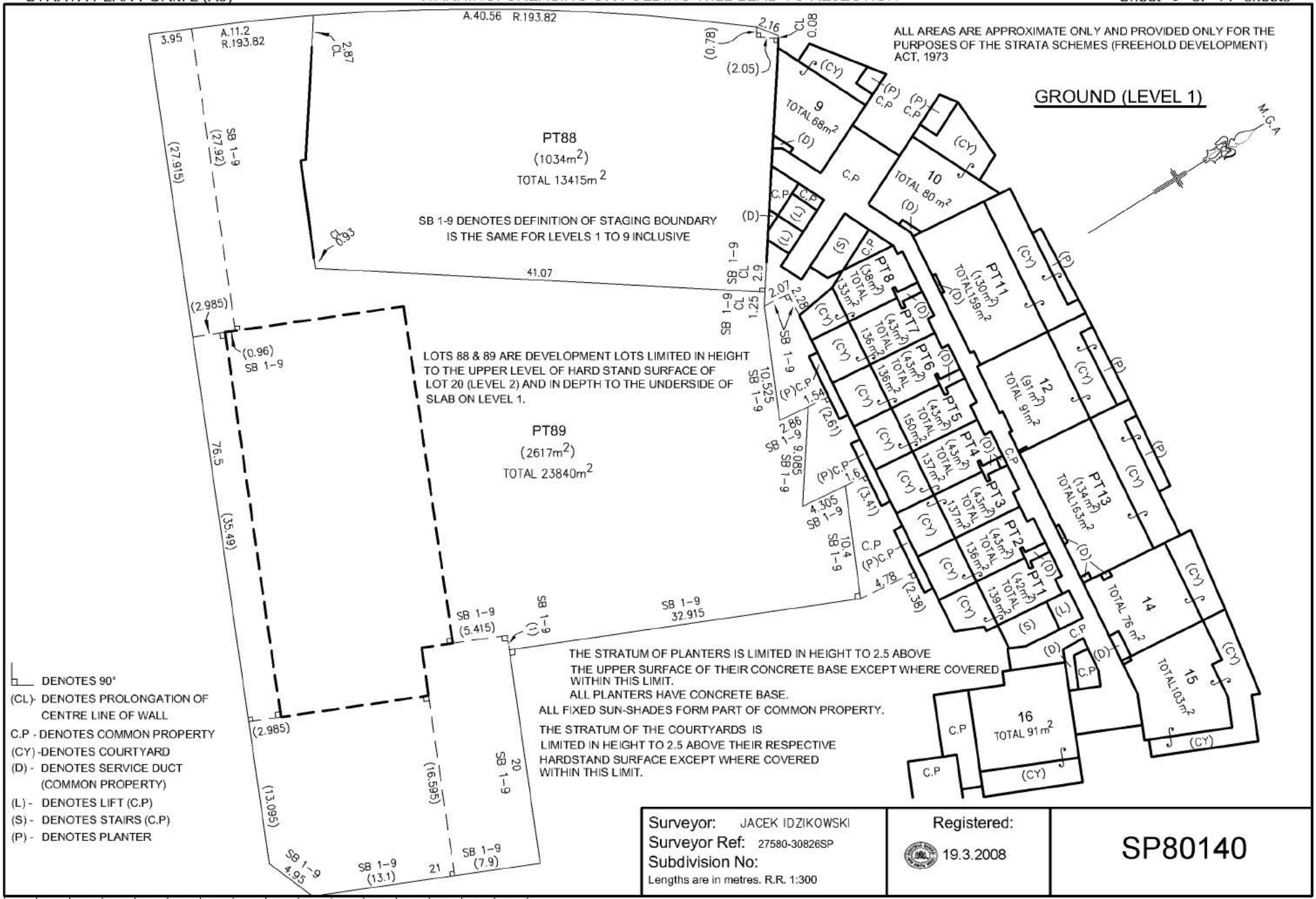

Surveyor: JACEK IDZIKOWSKI	Registered:	SP80140
Surveyor Ref: 27580-30826SP	19.3.2008	
Subdivision No:		
Lengths are in metres. R.R. 1:300		

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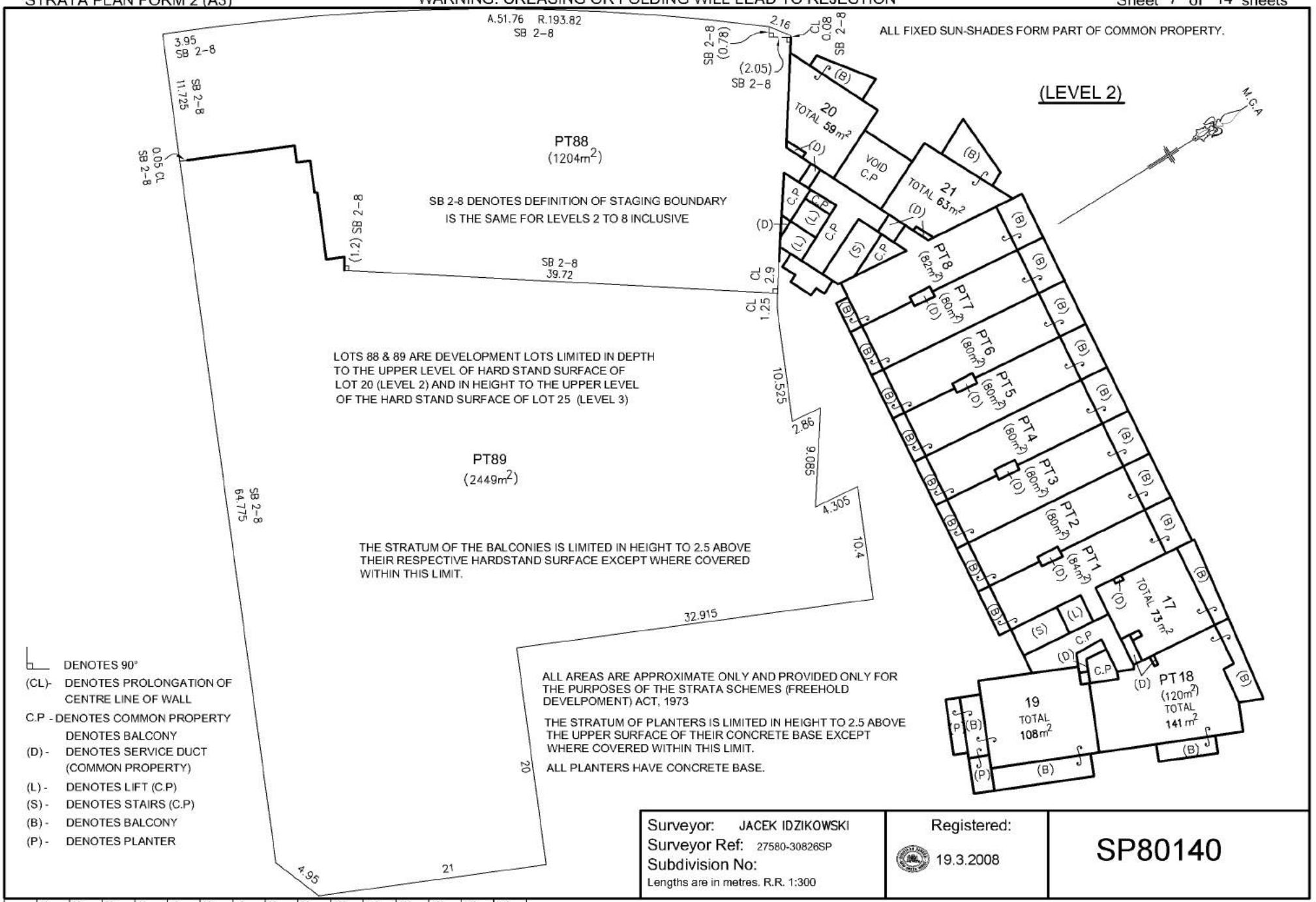

DENOTES 90°
(CL)- DENOTES PROLONGATION OF CENTRE LINE OF WALL
C.P - DENOTES COMMON PROPERTY
DENOTES BALCONY
(D) - DENOTES SERVICE DUCT (COMMON PROPERTY)
(L) - DENOTES LIFT (C.P)
(S) - DENOTES STAIRS (C.P)
(B) - DENOTES BALCONY
(P) - DENOTES PLANTER

Surveyor: JACEK IDZIKOWSKI Surveyor Ref: 27580-30826SP Subdivision No: Lengths are in metres. R.R. 1:300	Registered: 19.3.2008	SP80140

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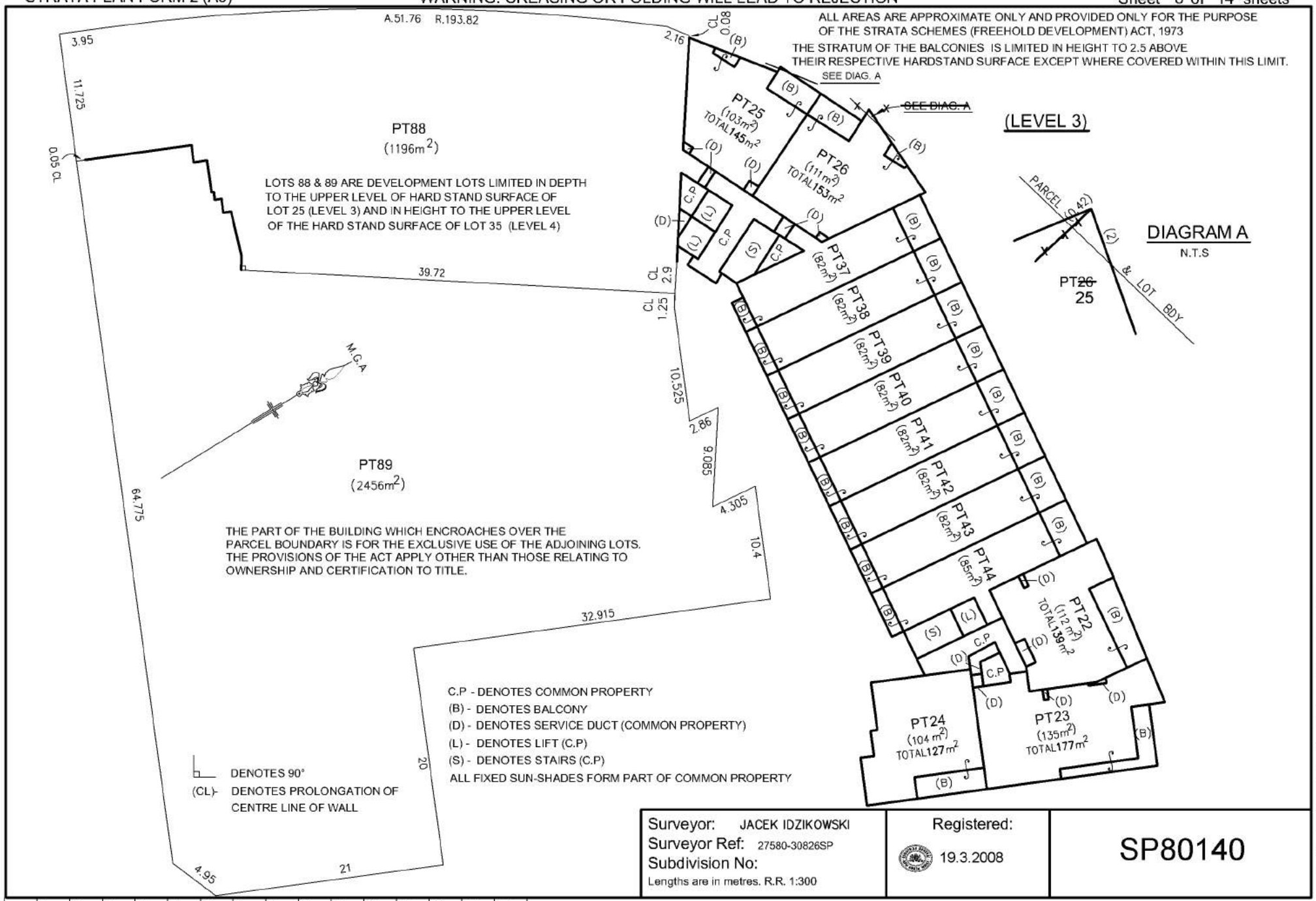

Surveyor: JACEK IDZIKOWSKI	Registered:	SP80140
Surveyor Ref: 27580-30826SP	19.3.2008	
Subdivision No:		
Lengths are in metres. R.R. 1:300		

DIAG. "A" AMENDED VIDE 2008/876 13.8.2008

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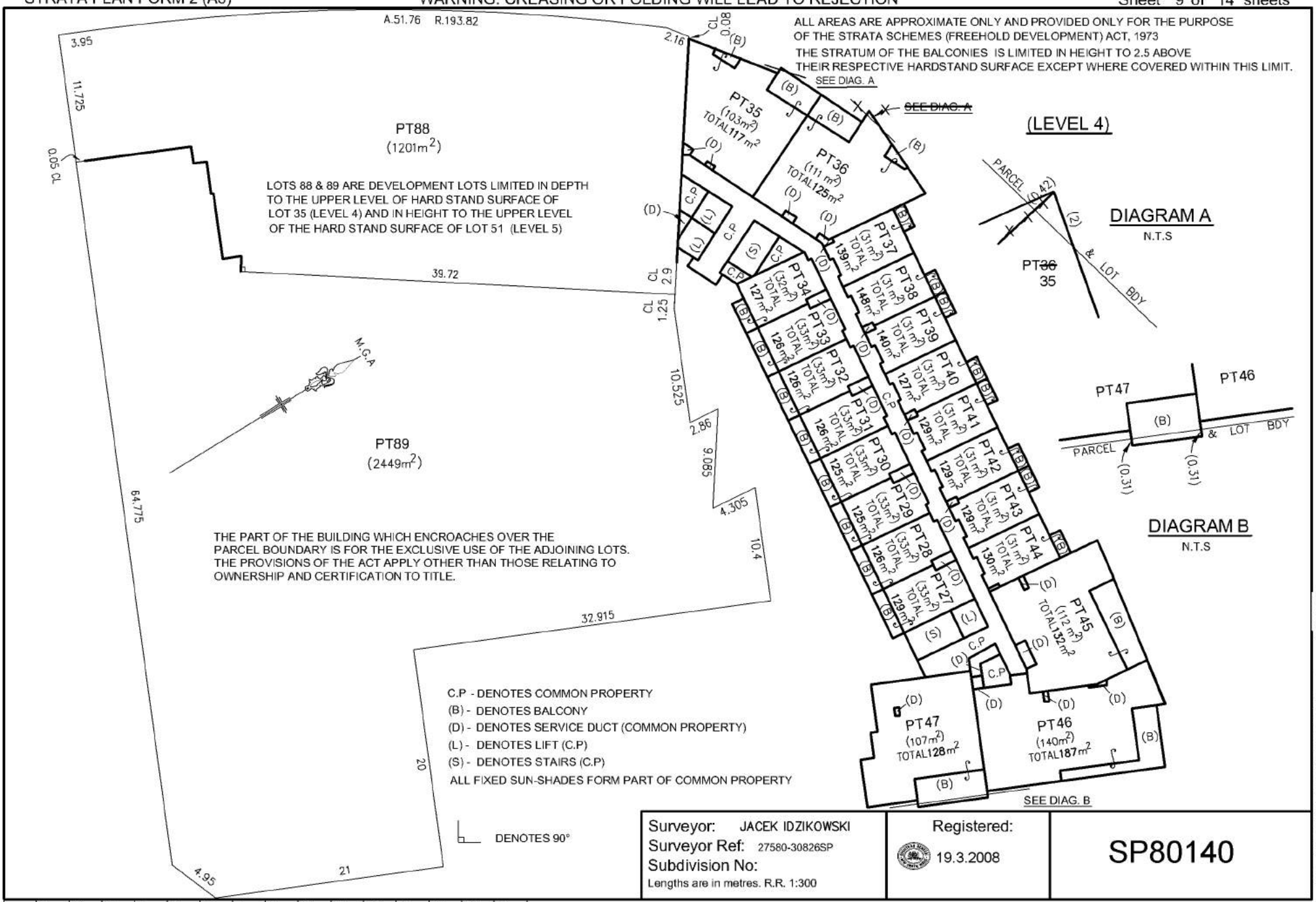

Surveyor: JACEK IDZIKOWSKI	Registered:	SP80140
Surveyor Ref: 27580-30826SP	19.3.2008	
Subdivision No:		
Lengths are in metres. R.R. 1:300		

DIAG. "A" AMENDED VIDE 2008/876 13.8.2008

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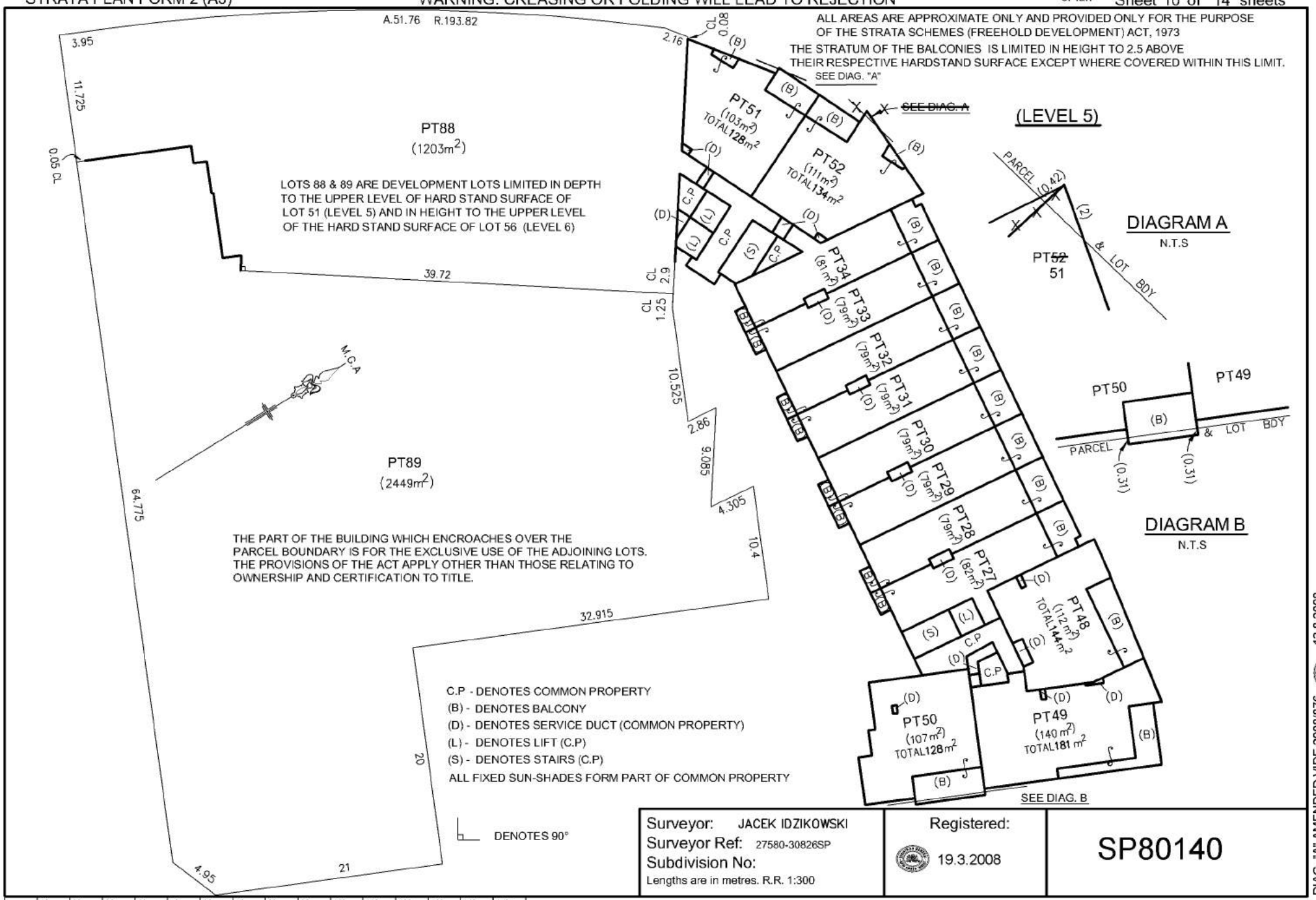
STRATA PLAN FORM 2 (A3) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 10 of 14 sheets



Surveyor: JACEK IDZIKOWSKI Surveyor Ref: 27580-30826SP Subdivision No: Lengths are in metres. R.R. 1:300	Registered: 19.3.2008	SP80140

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DIAG. "A" AMENDED VIDE 2008/876 13.8.2008

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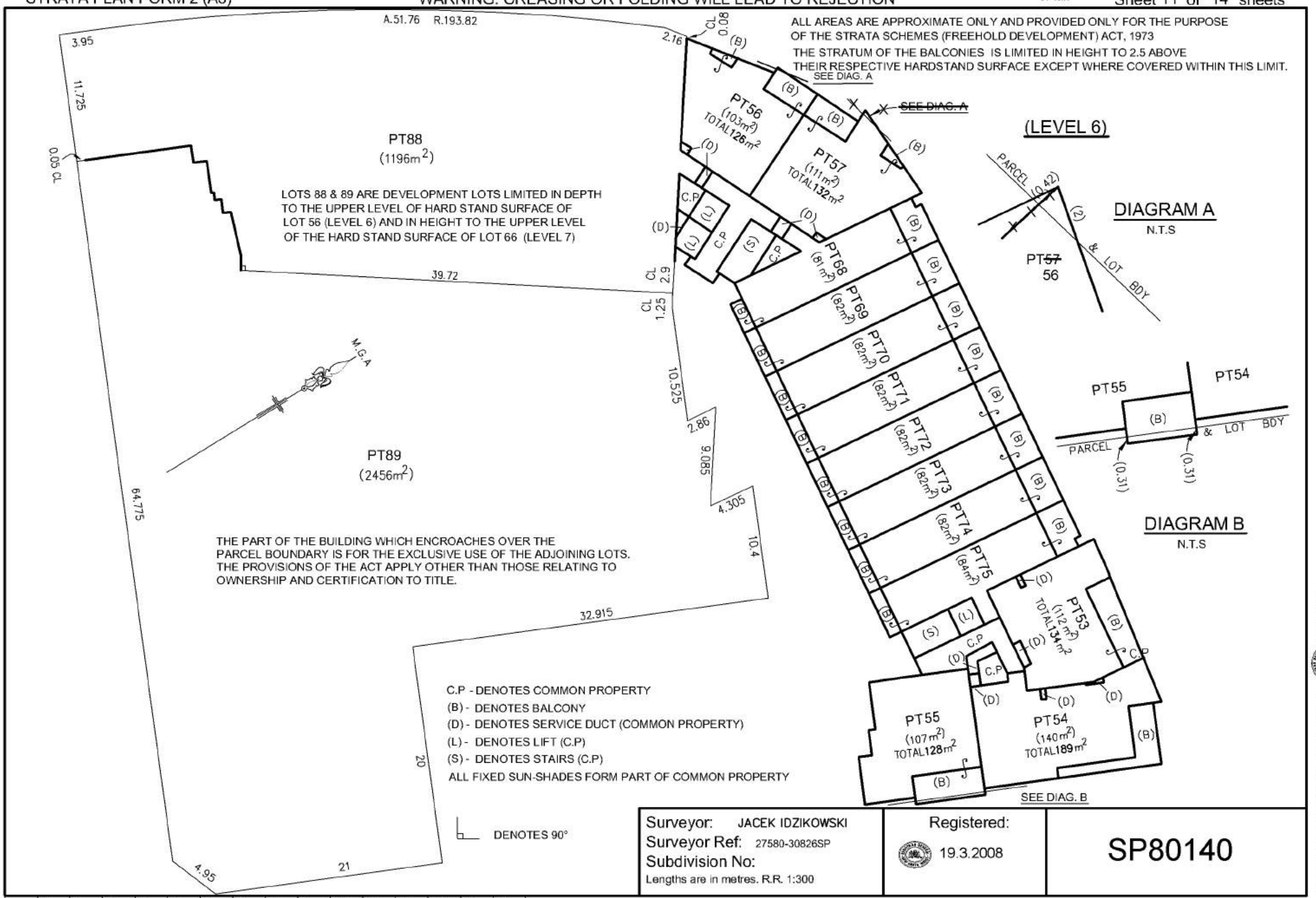

Surveyor: JACEK IDZIKOWSKI	Registered:	SP80140
Surveyor Ref: 27580-30826SP	19.3.2008	
Subdivision No:		
Lengths are in metres. R.R. 1:300		

DIAG. "A" AMENDED VIDE 2008/876 13.8.2008

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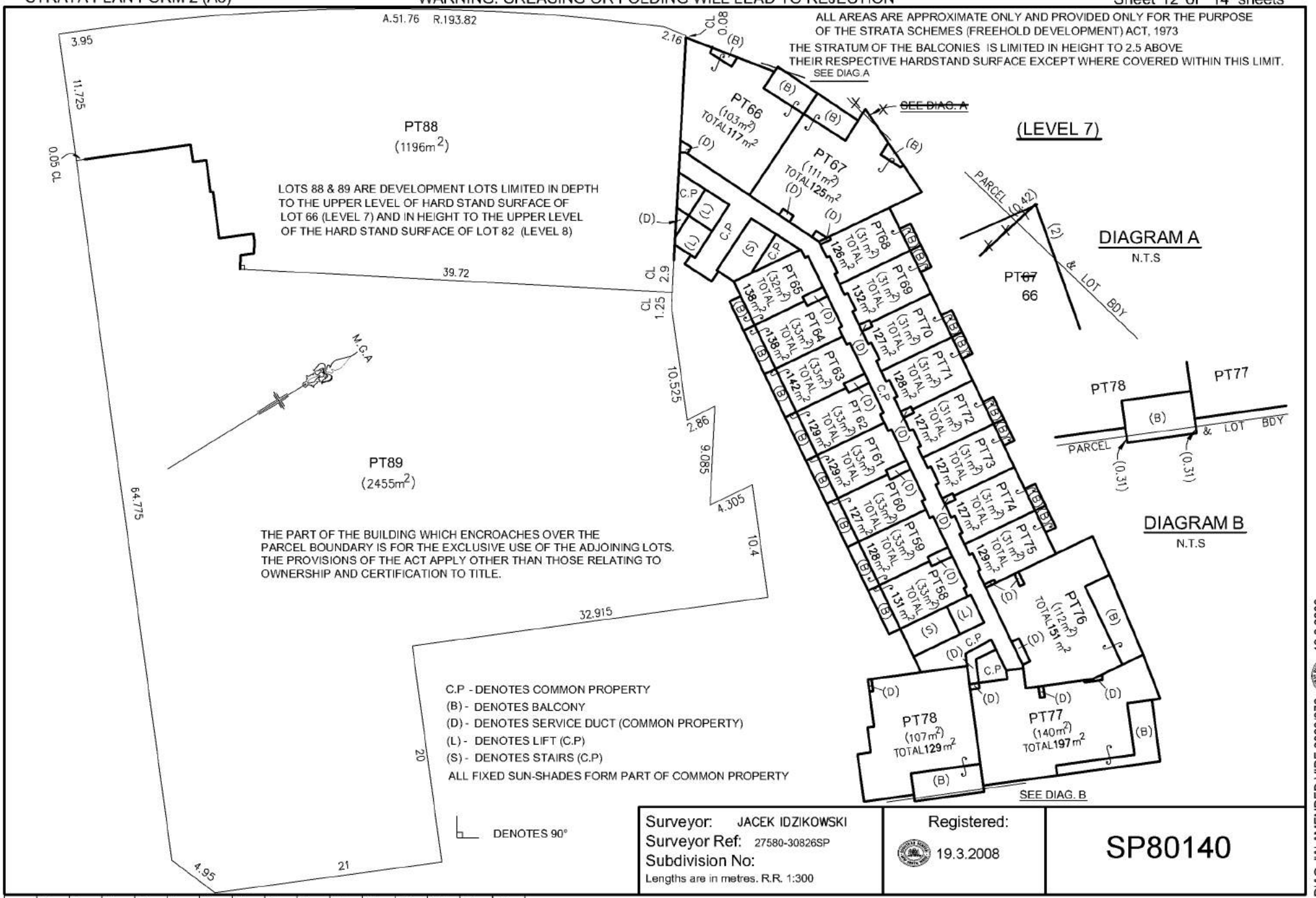

Surveyor: JACEK IDZIKOWSKI	Registered:	SP80140
Surveyor Ref: 27580-30826SP	19.3.2008	
Subdivision No:		
Lengths are in metres. R.R. 1:300		

DIAG. "A" AMENDED VIDE 2008/876 13.8.2008

Req:R473902 /Doc:SP 0080140 P /Rev:18-Aug-2008 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 10:59 /Seq:12 of 17
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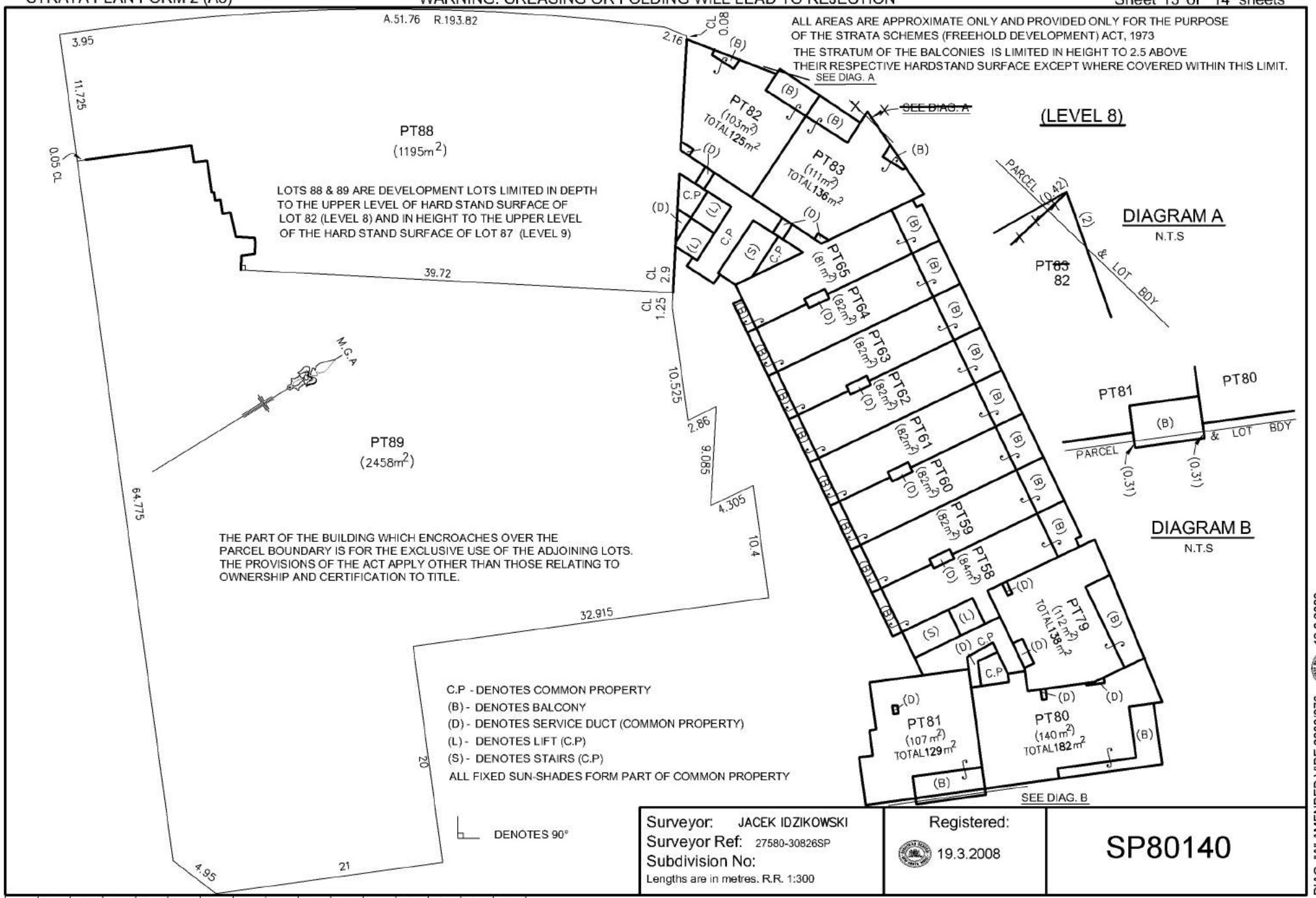
STRATA PLAN FORM 2 (A3) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 13 of 14 sheets



Surveyor: JACEK IDZIKOWSKI
Surveyor Ref: 27580-30826SP
Subdivision No:
Lengths are in metres. R.R. 1:300

Registered: 19.3.2008

SP80140

DIAG. "A" AMENDED VIDE 2008/876 13.8.2008

Req:R473902 /Doc:SP 0080140 P /Rev:18-Aug-2008 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 10:59 /Seq:13 of 17
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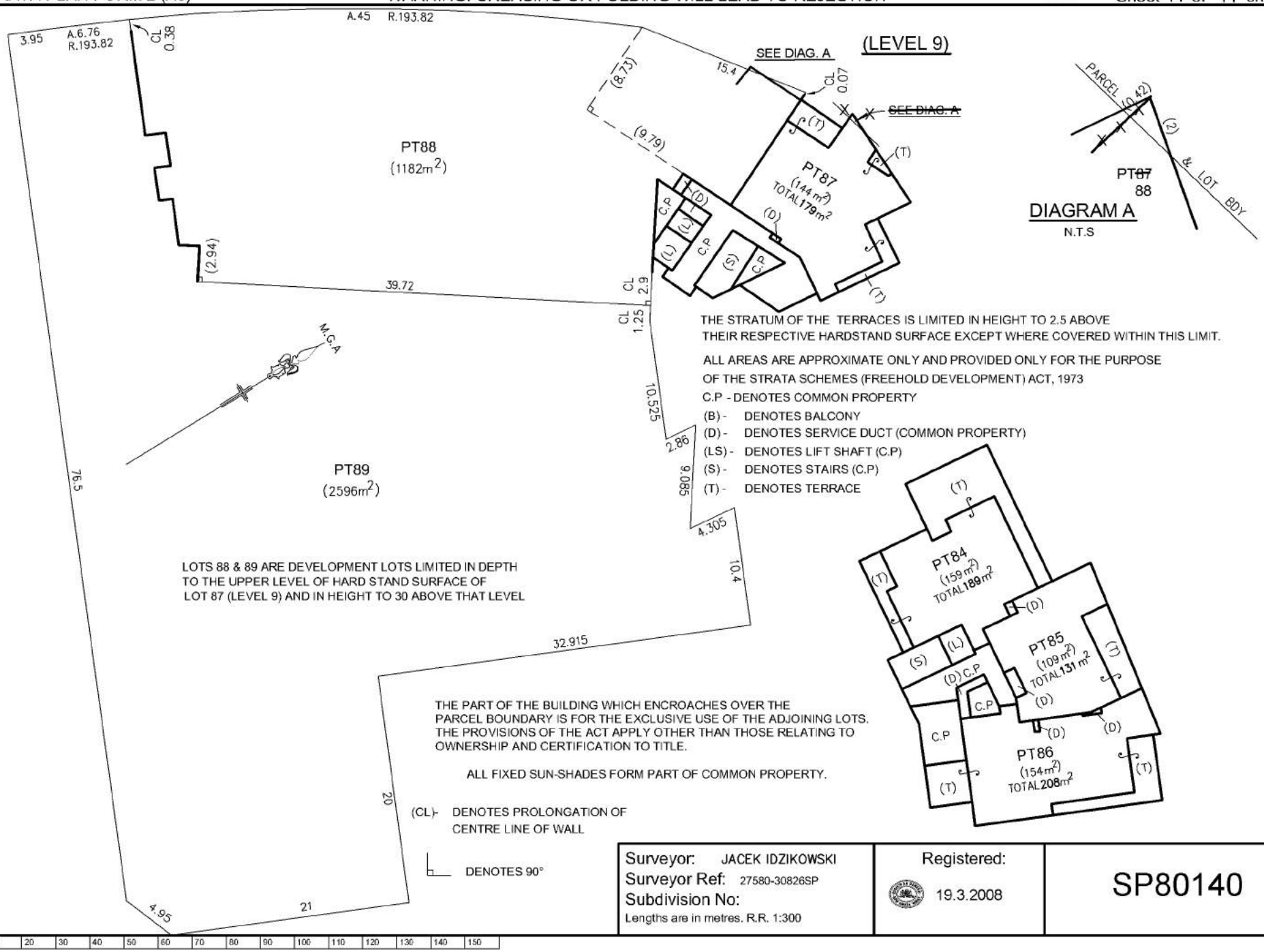
STRATA PLAN FORM 2 (A3) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 14 of 14 sheets



THE STRATUM OF THE TERRACES IS LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED WITHIN THIS LIMIT.

ALL AREAS ARE APPROXIMATE ONLY AND PROVIDED ONLY FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973

C.P - DENOTES COMMON PROPERTY

(B) - DENOTES BALCONY

(D) - DENOTES SERVICE DUCT (COMMON PROPERTY)

(LS) - DENOTES LIFT SHAFT (C.P)

(S) - DENOTES STAIRS (C.P)

(T) - DENOTES TERRACE

LOTS 88 & 89 ARE DEVELOPMENT LOTS LIMITED IN DEPTH TO THE UPPER LEVEL OF HARD STAND SURFACE OF LOT 87 (LEVEL 9) AND IN HEIGHT TO 30 ABOVE THAT LEVEL

THE PART OF THE BUILDING WHICH ENCROACHES OVER THE PARCEL BOUNDARY IS FOR THE EXCLUSIVE USE OF THE ADJOINING LOTS. THE PROVISIONS OF THE ACT APPLY OTHER THAN THOSE RELATING TO OWNERSHIP AND CERTIFICATION TO TITLE.

ALL FIXED SUN-SHADES FORM PART OF COMMON PROPERTY.

(CL)- DENOTES PROLONGATION OF CENTRE LINE OF WALL

DENOTES 90°

Surveyor: JACEK IDZIKOWSKI Surveyor Ref: 27580-30826SP Subdivision No: Lengths are in metres. R.R. 1:300	Registered: 19.3.2008	SP80140

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

DIAG "A" AMENDED VIDE 2008/876 13.8.2008

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ıg will lead to rejection ePlan

STRATA PLAN ADMINISTRATION SHEET

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

The Owners – Strata Plan No 80140
"Prominence"
1 Grandstand Parade
Zetland NSW 2017

* OFFICE USE ONLY

* SP80140

Registered: 19.3.2008

Purpose: STRATA PLAN

PLAN OF SUBDIVISION OF LOT 202 IN DP1061965

*(insert type being adopted) **Model by-laws adopted** for this scheme
***Keeping of animals**: Option A/B/C
***Schedule of By-laws** in 35 sheets filed with plan
***No By-laws** apply
* strike out whichever is inapplicable

Strata Certificate

* Name of ~~Council/~~ Accredited Certifier GORDON WREN being satisfied that the requirements of the * Strata Schemes (Freehold Development) Act 1973 ~~or * Strata Schemes (Leasehold Development) Act 1986~~ have been complied with, approves of the proposed:

* strata plan/~~* strata plan of subdivision~~

illustrated in the annexure to this certificate.

~~* 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.~~

* The strata plan/~~strata plan of subdivision~~ is part of a development scheme. The * ~~council/~~ accredited certifier is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the stage of the strata development contract to which it relates.

* ~~The Council does not object to the encroachment of the building beyond~~ the alignment of

* The Accredited Certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.

* ~~This approval is given on the condition that the use of lot (s)~~ .....(being utility lot/s designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in * section 39 of the Strata Schemes (Freehold Development) Act 1973 or * section 68 of ~~the Strata Schemes (Leasehold Development) Act 1986.~~

Date 11 FEB 2008

Subdivision No. SC 1143

Accreditation No. BPB 0447

Relevant Development Consent No. D/2004/425

Issued by SYDNEY COUNCIL

~~Authorised Person /General Manager~~/Accredited Certifier

* Complete or delete if applicable.

LGA: SYDNEY

Locality: ZETLAND

Parish: ALEXANDRIA

County: CUMBERLAND

Surveyor's Certificate

I, JACEK IDZIKOWSKI

Of LOCKLEY LAND TITLE SOLUTIONS PO BOX 400 GLADESVILLE 1675

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

(1) each applicable requirement of
*Schedule 1A to the Strata Schemes (Freehold Development) Act 1973
~~*Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986~~
has been met;

(2) *(a)the building encroaches on a public place;
~~*(b)the building encroaches on land (other than a public place), in respect of which encroachment an appropriate easement:~~
~~*has been created by registered + ...~~
~~*is to be created under section 88B of the Conveyancing Act 1919~~

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

Signature: .....

Date: 6-02-2008

* Delete if inapplicable
\+ State whether dealing or plan, and quote registered number.

SURVEYOR'S REFERENCE: 27580-30826 SP

Use STRATA PLAN FORM 3A for additional certificates, signatures and seals

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ePlan

STRATA PLAN FORM 3 (Part 2) WARNING: Crossing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT 202 IN DP1061965

* SP80140

* Registered: 19.3.2008

* OFFICE USE ONLY

Strata Certificate Details: Subdivision No: SC 1143 Date: 11 FEB 2008

SCHEDULE OF UNIT ENTITLEMENT
(if insufficient space use additional annexure sheet)

LOT NO	UNIT ENT
1	43
2	43
3	44
4	44
5	45
6	45
7	44
8	44
9	25
10	26
11	43
12	28
13	44
14	29
15	30
16	31
17	28
18	48
19	31
20	25
21	26
22	47
23	65
24	46
25	45
26	48
27	49
28	48
29	48
30	48

LOT NO	UNIT ENT
31	48
32	48
33	48
34	49
35	46
36	48
37	49
38	48
39	48
40	48
41	47
42	46
43	46
44	47
45	48
46	66
47	47
48	50
49	68
50	47
51	47
52	49
53	51
54	70
55	48
56	49
57	50
58	55
59	54
60	54

LOT NO	UNIT ENT
61	53
62	53
63	54
64	54
65	55
66	50
67	52
68	52
69	52
70	51
71	51
72	51
73	51
74	51
75	51
76	54
77	72
78	49
79	54
80	72
81	50
82	51
83	54
84	63
85	59
86	76
87	74
Stage 2, Lot 88	3483
Stage 3, Lot 89	2279
TOTAL	10000

LOTS 88 AND 89 ARE DEVELOPMENT LOTS.

STRATA SCHEMES (FREEHOLD DEVELOPMEN) ACT, 1973
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 OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.

This plan contains a strata Development Contract of 21 sheets

SURVEYOR'S REFERENCE: 27580-30826 SP

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STRATA PLAN FORM 6 (Part 2) ... g will lead to rejection ePlan

STRATA PLAN ADMINISTRATION SHEET

PLAN OF SUBDIVISION OF LOT 202 IN DP1061965

* SP80140

* Registered: 19.3.2008

Strata Certificate Details: Subdivision No: SC1143 Date: 11 FEB 2008

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

Pursuant to Section 7(3) of the Strata Schemes (Freehold Development) Act 1973 and Sections 88B and 88E of the Conveyancing Act 1919 it is intended to create:

1. Easement for Construction (whole of lot).
2. Restriction on the Use of Land.
3. Restriction on the Use of Land.

Signed for THE ROYAL BANK OF SCOTLAND plc, Australia Branch ABN 101 464 528 by its attorney under Power of attorney Book 4537 No. 759 in the presence of:

Andrew J Bowie
AUTHORISED SIGNATORY

WITNESS — Dugald Marr

Prominence Apartments Pty Ltd ABN: 54 106 231 038

Co. Secretary

Director

GEORGE KHE SENG TAN

Australand Capital Limited ACN: 109 917 517

Co. Secretary

Director

GEORGE KHE SENG TAN

SURVEYOR'S REFERENCE: 27580-30826 SP

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STRATA DEVELOPMENT CONTRACT - Strata Plan No. 80140

WARNING

This contract contains details of a strata scheme, which is proposed to be developed in two or three 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.

DESCRIPTION OF DEVELOPMENT

1. DESCRIPTION OF LAND

Lot 202 in Deposited Plan 1061965.

2. DESCRIPTION OF ANY NON-STRATA LAND THAT IS TO BE DEVELOPED ALONG WITH THE STRATA SCHEME

Not Applicable.

3. DESCRIPTION OF ANY LAND PROPOSED TO BE ADDED TO THE SCHEME

Not Applicable.

REGISTERED 19.3.2008

200107567_9

TERMS OF INSTRUMENT NOT CHECKED
IN LAND AND PROPERTY INFORMATION

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4. DESCRIPTION OF DEVELOPMENT LOT OR LOTS

Lot 88 and Lot 89.

5. COVENANTS IMPLIED IN STRATA DEVELOPMENT CONTRACTS BY THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

(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
- 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:

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- 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.

(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 otherwise; 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

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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.

6. **WARRANTED DEVELOPMENT** - proposed development subject to a warranty.

Not Applicable.

7. **AUTHORISED PROPOSALS (Stage 2 only – Lot 88)** - proposed development not subject to a warranty.

(i) Description of development

(a) Lot 88 may be developed by the construction of up to 9 levels containing up to 65 residential units and associated car parking.

(b) The creation of easements benefiting and burdening the Strata Scheme.

(ii) Common property amenities

Entry lobbies, stairs, lifts, plantrooms, refuse rooms, driveways, utility rooms, service ducts and further works to the central courtyard.

(iii) Schedule of commencement and completion

Not Applicable.

(iv) Schedule of lots

The lots arising from authorised development will be up to 65 lots ~~(commencing at lot 90).~~

(v) Working hours

As advised by Sydney City Council.

(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

Construction access to lot 88 will be in accordance with the requirements of approvals issued by Sydney City Council and may include:

(a) access over lifts and other common accessways forming part of the Common Property, including driveways, the section of the central courtyard designated as part of development lots 88 and 89 and the car park;

(b) storage of construction equipment and loading and unloading of equipment and materials in the central courtyard and the car park;

(c) access over all of lot 89; and

(d) the use of a crane which will enter the air space above stage 1 and lot 89.

Access may also be required over the exterior of the building.

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(vii) Landscaping

In accordance with landscape plans approved by Sydney City Council.

(viii) Schedule of materials and finishes

External walls of masonry, concrete glass and aluminium.

(ix) Vertical staging

Construction activities in relation to Stage 2 will take place partly above the basement car park and some of the residential units which have been constructed as part of Stage 1.

(x) Contribution to common property expenses

The developer is not liable for any Common Property expenses, excepting in relation to costs payable to effect insurance policies required because of construction activities.

(xi) Proposed by-laws, management agreements, covenants, easements or dedications

(a) Easements for services benefiting and/or burdening the Common Property.

(b) Easements for encroachment benefiting and/or burdening the Common Property.

(c) Rights of pedestrian and/or vehicular access benefiting and/or burdening the Common Property.

(d) Any other right of access / easement which is required for construction purposes.

(e) Exclusive use rights over Common Property which will benefit certain lots.

8. **AUTHORISED PROPOSALS (Stage 3 only – lot 89)** - proposed development not subject to a warranty.

(i) Description of development

(a) Lot 89 may be developed by the construction of up to 9 levels containing up to 60 residential units and associated carparking and 2 commercial units.

(b) The creation of easements benefiting and burdening the Strata Scheme.

(ii) Common property amenities

Entry lobbies, stairs, lifts, plantrooms, refuse rooms, driveways, utility room, service ducts and further works to the central courtyard

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(iii) Schedule of commencement and completion

Not Applicable.

(iv) Schedule of lots

The lots arising from authorised development will be up to 60 lots ~~(commencing at lot 150).~~

(v) Working hours

As advised by Sydney City Council.

(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

Construction access to the further development to lot 89 will be in accordance with the requirements of approvals issued by Sydney City Council and may include:

(a) access over lifts and other common accessways forming part of the Common Property including driveways, the section of the central courtyard designated as part of development lot 89 and the car park;

(b) storage of construction equipment and loading and unloading of equipment and materials in the central courtyard and the car park; and

(c) the use of a crane which will enter the airspace above Stage 1 and Lot 88.

Access may also be required over the exterior of the building.

(vii) Landscaping

In accordance with landscape plans approved by Sydney City Council.

(viii) Schedule of materials and finishes

External walls of masonry, concrete, glass and aluminium.

(ix) Vertical staging

Construction activities in relation to Stage 3 will take place partly above the basement car park and below some of the residential units which have been constructed as part of Stages 1 and 2.

(x) Contribution to common property expenses

The developer is not liable for any Common Property expenses, excepting in relation to costs payable to effect insurance policies required because of construction activities.

(xi) Proposed by-laws, management agreements, covenants, easements or dedication

(a) Easements for services benefiting and/or burdening the Common

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Property.

(b) Easements for encroachment benefiting and/or burdening the Common Property.

(c) Rights of pedestrian and/or vehicular access benefiting and/or burdening the Common Property.

(d) Any other right of access / easement which is required for construction purposes.

(e) Exclusive use rights over Common Property which will benefit certain lots.

9. DATE OF CONCLUSION OF DEVELOPMENT SCHEME

31 October 2008 ~~(estimate only).~~

10. CONCEPT PLAN

See attached sheets. 10-21 inclusive

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SP80140

SIGNATURES, CONSENTS, APPROVALS

EXECUTED by **PROMINENCE APARTMENTS PTY LIMITED (ACN 106 231 038)**:

Signature of director

GEORGE KHE SENG TAN

Name

Signature of ~~director~~/secretary

DAVID FISHER

Name

EXECUTED by **AUSTCORP CAPITAL LIMITED (ACN 109 917 517)**:

Signature of director

GEORGE KHE SENG TAN

Name

Signature of ~~director~~/secretary

DAVID FISHER

Name

ARBN 101 464 528

SIGNED for **THE ROYAL BANK OF SCOTLAND PLC, AUSTRALIA BRANCH** by its attorney under power of attorney in the presence of:

BOOK 4537
NO. 759

Signature of witness

Dugald Marr

Print Name

Signature of attorney

Andrew J Bowie

Print Name

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CERTIFICATE OF APPROVAL

It is certified:

(a) that the consent authority has consented to the development described in Development Application No. D/2004/425 ~~and~~ as amended, 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:~~

Date: 6 February 2008

Execution of consent authority: .....
(Sydney City Council)

MICHAEL SOO, Area Planning Manager.
(Council Authorised Person)

TERMS OF INSTRUMENT NOT CHECKED IN LAND AND PROPERTY INFORMATION

REGISTERED 19.3.2008

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SP15A

WARNING CREASING OR FOLDING WILL LEAD TO REJECTION

Strata Development Contract
CONCEPT PLAN
Plan of Development

"PROMINENCE"
No O'DEA AVENUE, ZETLAND, NSW, 2017

SP80140

Consented to:

Application No:

Registered Date 19.3.2008

JOYNTON AVENUE

PUBLIC RESERVE

STAGE 2–LEVELS 2 TO 8
STAGE 3–LEVEL 1

STAGE 2–LEVELS 2 TO 8
STAGE 3–LEVELS 1 AND 9

STAGE 1–LEVELS 1 TO 8
STAGE 2–LEVEL 9

STAGE 2–LEVEL 9
STAGE 3–LEVELS 2 TO 8

STAGE 1–LEVELS 4,5&7
STAGE 2–LEVELS 2,3,5,6,8&9

STAGE 2–LEVELS 2 TO 8
STAGE 3–LEVEL 9

PLAN SHOWING STAGING LEVEL 1 TO 9

DEVELOPMENT LOT88
STAGE 2
~~(LOTS 90–149)~~

M.G.A

O'DEA AVENUE

WOLSELEY GROVE

DEVELOPMENT LOT89
STAGE 3
~~(LOTS 150–206~~

9 LEVEL
RESIDENTIAL & COMMERCIAL BUILDING
(WITH 2 LEVELS BASEMENT PARKING)

STAGE 1
(LOTS 1–87)

201
DP 1061965

GRANDSTAND PARADE

SURVEYORS REFERENCE: 27580/29148 31/8/06(ISSUE B)

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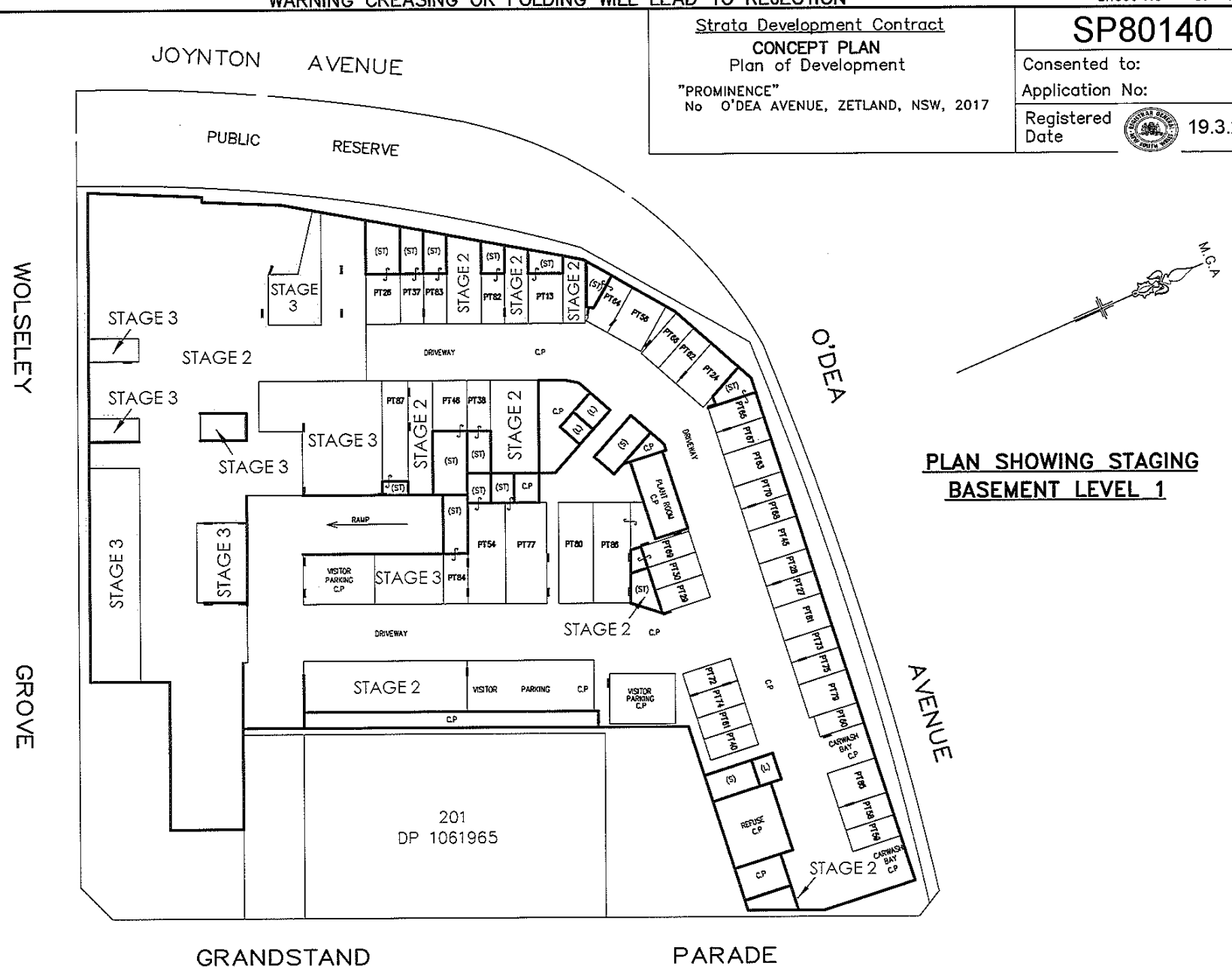
Strata Development Contract
CONCEPT PLAN
Plan of Development
"PROMINENCE"
No O'DEA AVENUE, ZETLAND, NSW, 2017

SP80140
Consented to:
Application No:
Registered Date 19.3.2008


JOYNTON AVENUE
PUBLIC RESERVE
WOLSELEY GROVE
O'DEA AVENUE
GRANDSTAND PARADE
STAGE 3
STAGE 2
STAGE 3
STAGE 3
STAGE 3
STAGE 3
STAGE 3
STAGE 2
STAGE 2
STAGE 2

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SP15A

WARNING CREASING OR FOLDING WILL LEAD TO REJECTION

Strata Development Contract
CONCEPT PLAN
Plan of Development

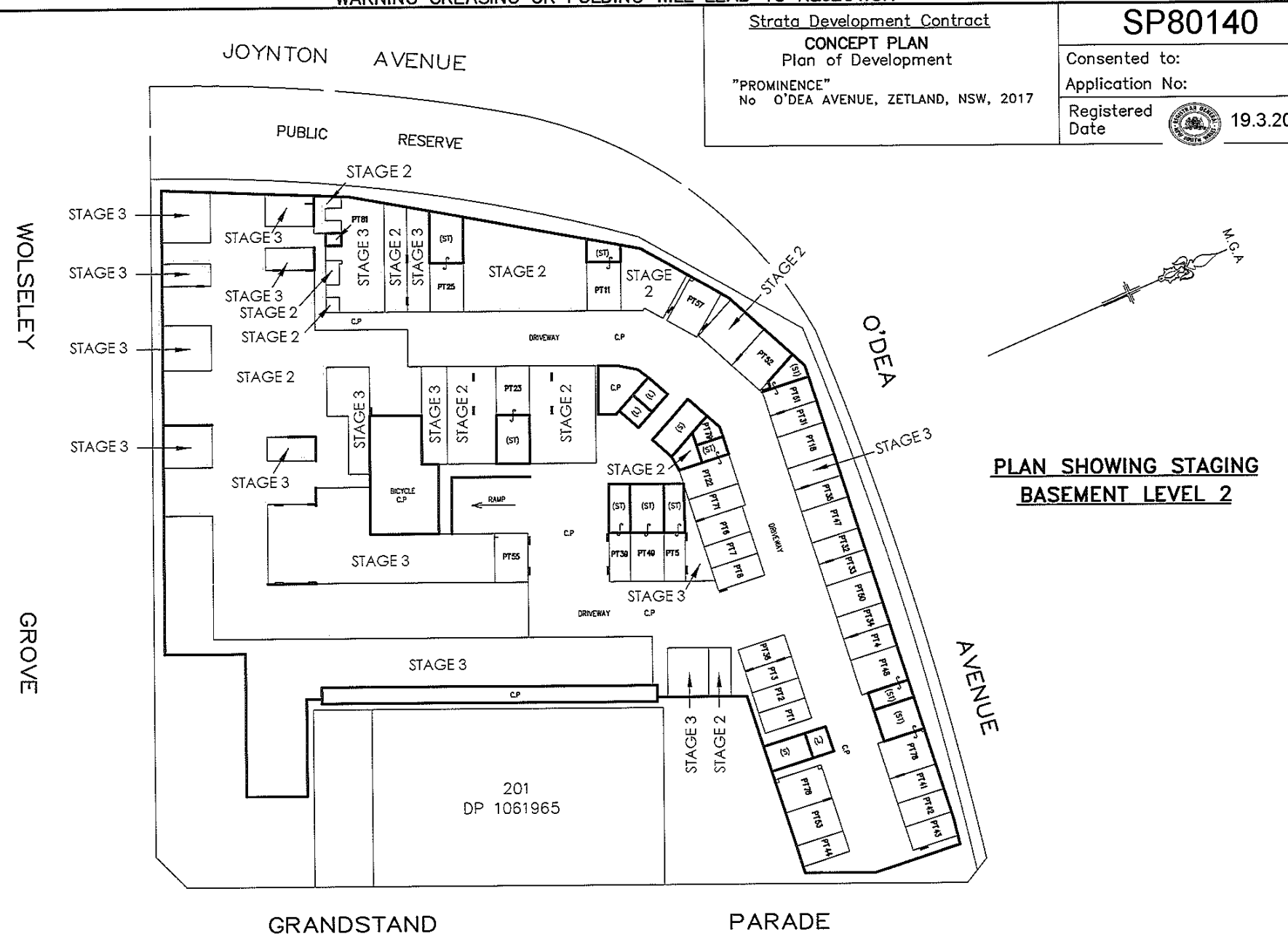
"PROMINENCE"
No O'DEA AVENUE, ZETLAND, NSW, 2017

SP80140

Consented to:

Application No:

Registered Date 19.3.2008



PLAN SHOWING STAGING
BASEMENT LEVEL 2

SURVEYORS REFERENCE: 27580/29148 31/8/06(ISSUE B)

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SP15A

WARNING CREASING OR FOLDING WILL LEAD TO REJECTION

Strata Development Contract

CONCEPT PLAN

Plan of Development

"PROMINENCE"
No O'DEA AVENUE, ZETLAND, NSW, 2017

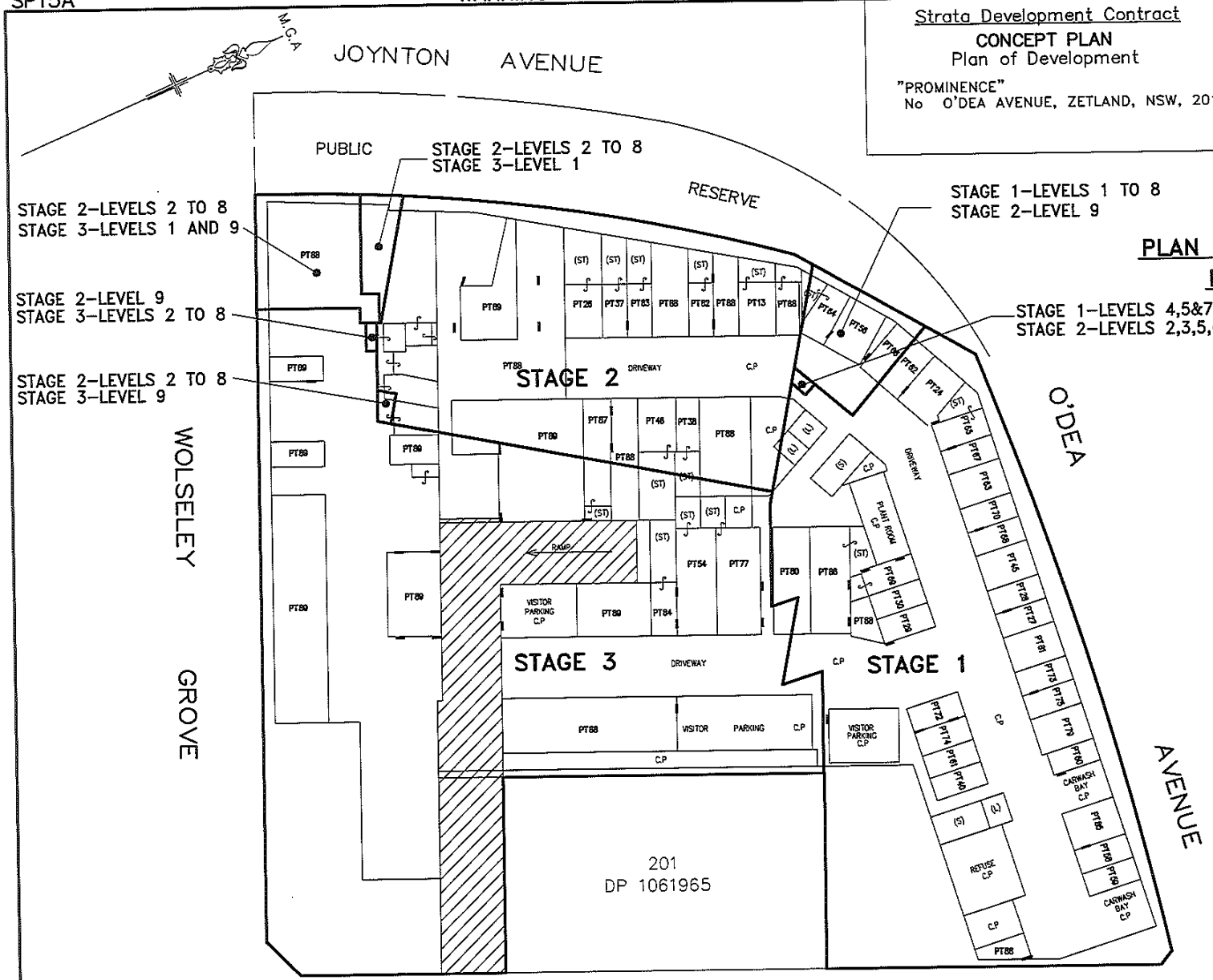
SP80140

Consented to:

Application No:

Registered Date 19.3.2008

PLAN SHOWING VERTICAL STAGING BASEMENT LEVEL 1



DENOTES SHARED DRIVEWAY WITH CONSTRUCTION OF STAGES 2 & 3

SCHEDULE OF LOTS AFFECTED

LOT	STAGE AFFECTED BY
13	2
26	2
37	2
38	2 and 3
46	2 and 3
54	3
56	2 and 3
64	2 and 3
66	2 and 3
77	3
80	3
82	2
83	2
84	3
87	2 and 3
88	3
89	2

SURVEYORS REFERENCE: 27580/29148 31/8/06(ISSUE B)

Req:R474134 /Doc:SP 0080140 C /Rev:27-Mar-2008 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 11:14 /Seq:14 of 21
© Office of the Registrar-General /Src:INFOTRACK /Ref:62585

SP15A

WARNING CREASING OR FOLDING WILL LEAD TO REJECTION

Strata Development Contract
CONCEPT PLAN
Plan of Development

"PROMINENCE"
No O'DEA AVENUE, ZETLAND, NSW, 2017

SP80140

Consented to:

Application No:

Registered Date 19.3.2008

JOYNTON AVENUE

PUBLIC RESERVE

STAGE 2–LEVELS 2 TO 8
STAGE 3–LEVEL 1

STAGE 2–LEVELS 2 TO 8
STAGE 3–LEVELS 1 AND 9

STAGE 2–LEVEL 9
STAGE 3–LEVELS 2 TO 8

STAGE 2–LEVELS 2 TO 8
STAGE 3–LEVEL 9

STAGE 1–LEVELS 1 TO 8
STAGE 2–LEVEL 9

STAGE 1–LEVELS 4,5&7
STAGE 2–LEVELS 2,3,5,6,8&9

PLAN SHOWING VERTICAL STAGING
BASEMENT LEVEL 2

STAGE 2

STAGE 3

STAGE 1

WOLSELEY GROVE

O'DEA AVENUE

DRIVEWAY

RAMP

BICYCLE C.P

C.P

201
DP 1061965

GRANDSTAND PARADE

M.G.A

SCHEDULE OF LOTS AFFECTED

LOT	STAGE AFFECTED BY
11	2
23	2 and 3
25	2
39	3
49	3
55	3
88	3
89	2

DENOTES SHARED DRIVEWAY WITH CONSTRUCTION OF STAGES 2 & 3

SURVEYORS REFERENCE: 27580/29148 31/8/06(ISSUE B)

Req:R474134 /Doc:SP 0080140 C /Rev:27-Mar-2008 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 11:14 /Seq:15 of 21
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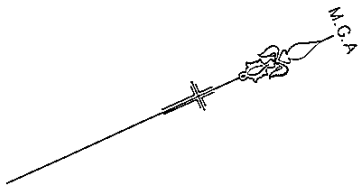
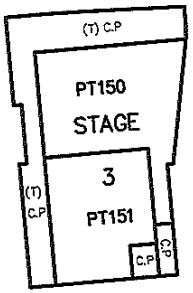
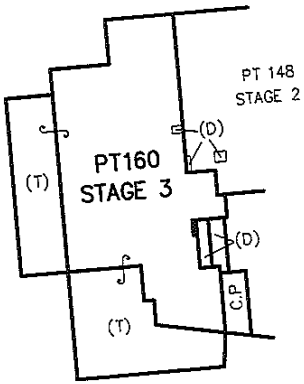




(LEVEL 1)

SCHEDULE OF LOTS AFFECTED BY LOTS 150 AND 151

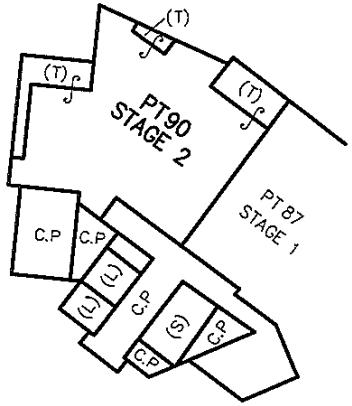
LOT	STAGE
102	2
103	2
104	2
105	2
106	2
107	2
124	2
125	2
126	2
127	2
128	2
129	2
146	2
147	2
148	2



(LEVEL 9)

SCHEDULE OF LOTS AFFECTED BY LOT 160

LOT	STAGE
102	2
104	2
106	2
124	2
126	2
128	2
146	2



(LEVEL 9)

SCHEDULE OF LOTS AFFECTED BY LOT 90

LOT	STAGE	
9	1	
20	1	
35	1	
56	1	
82	1	

SURVEYORS REFERENCE: 27580/29148 31/8/06(ISSUE B)

Req:R474134 /Doc:SP 0080140 C /Rev:27-Mar-2008 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 11:14 /Seq:16 of 21
© Office of the Registrar-General /Src:INFOTRACK /Ref:62585

SP15A

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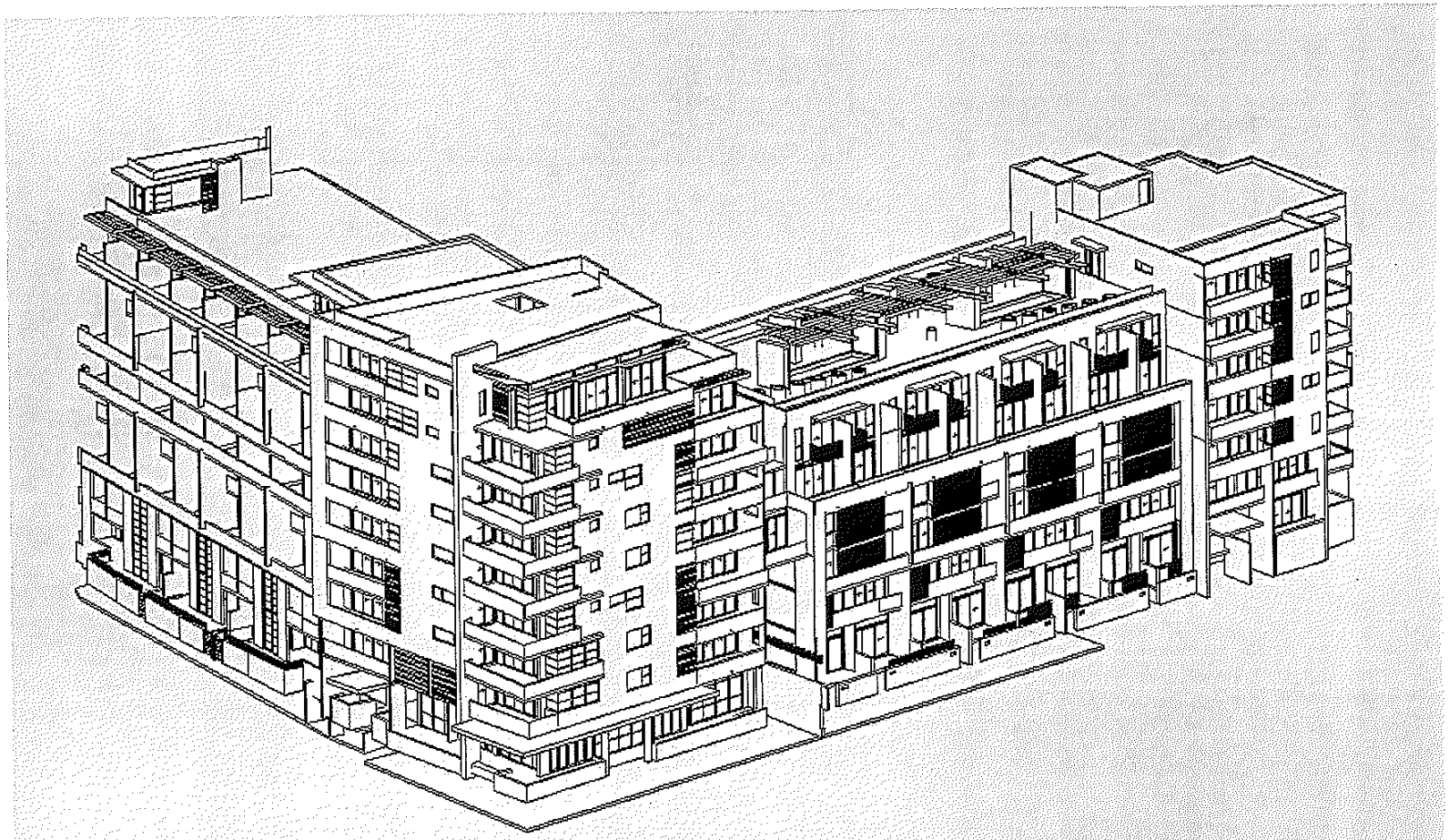

WESTERN PERSPECTIVE

SURVEYORS REFERENCE: 27580/29148 31/8/06(ISSUE B)

Req:R474134 /Doc:SP 0080140 C /Rev:27-Mar-2008 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 11:14 /Seq:17 of 21
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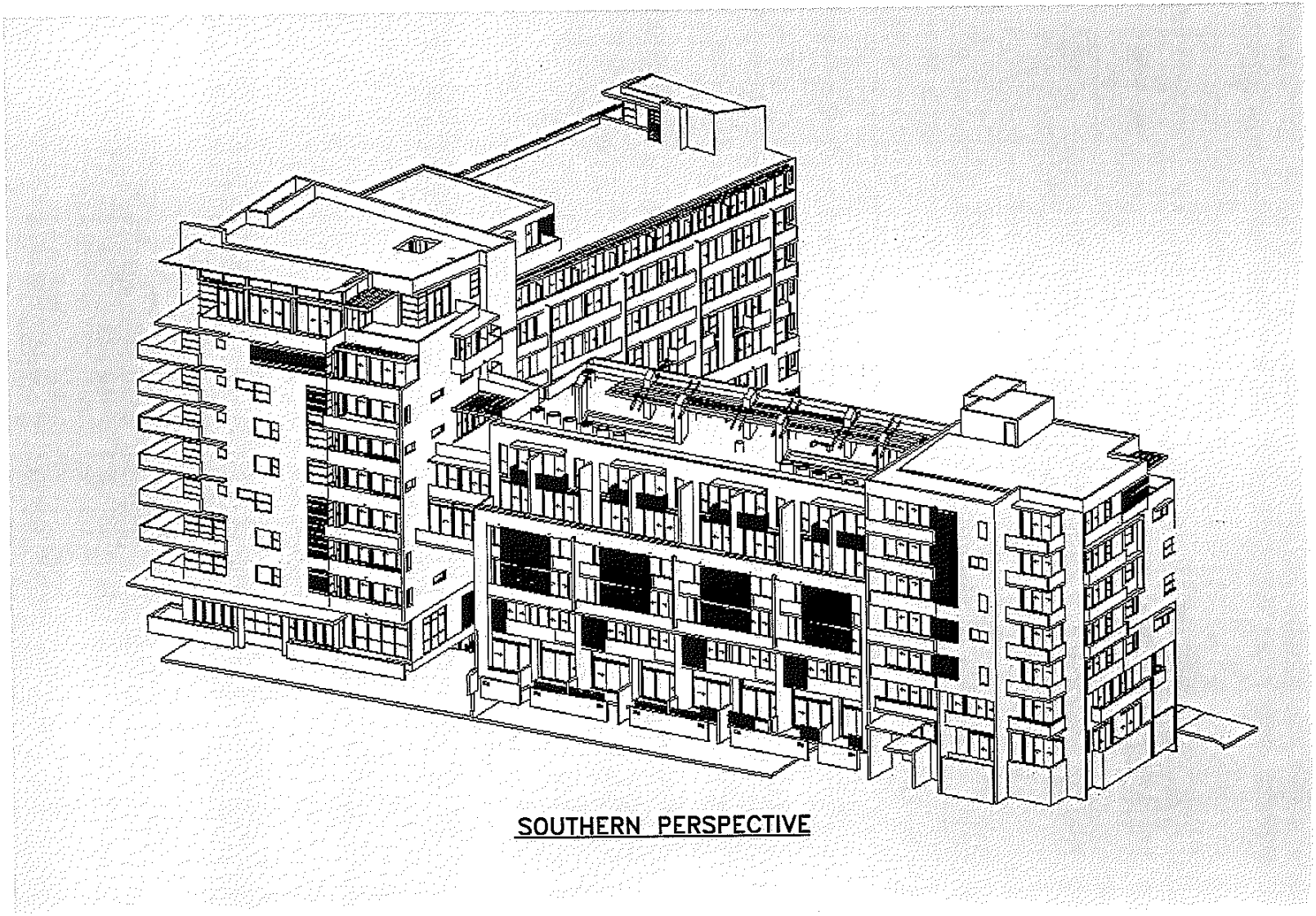

SOUTHERN PERSPECTIVE

SURVEYORS REFERENCE: 27580/29148 31/8/06(ISSUE B)

Req:R474134 /Doc:SP 0080140 C /Rev:27-Mar-2008 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 11:14 /Seq:18 of 21
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Strata Development Contract

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"PROMINENCE"
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SP80140

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Application No:

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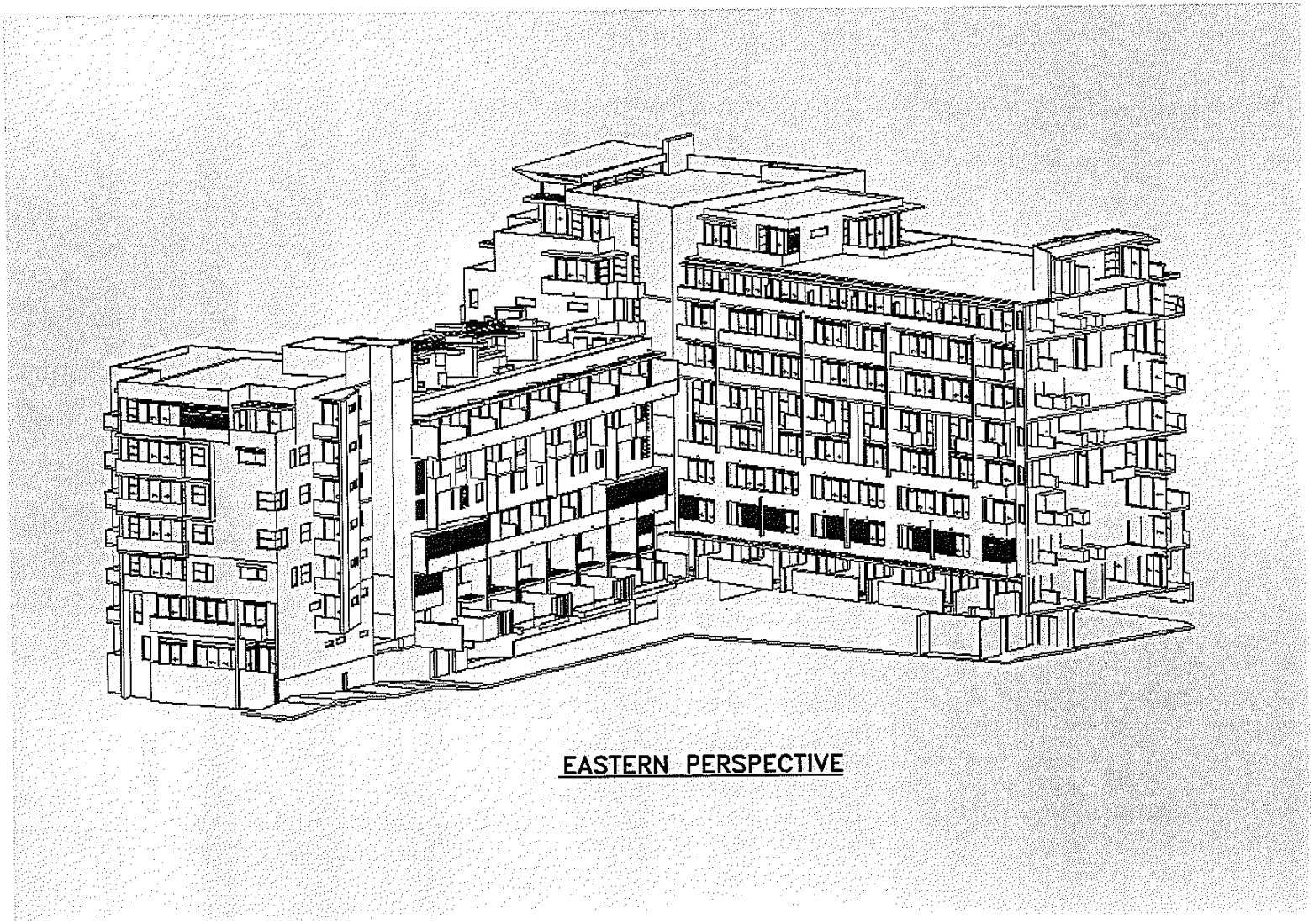

EASTERN PERSPECTIVE

SURVEYORS REFERENCE: 27580/29148 31/8/06(ISSUE B)

Req:R474134 /Doc:SP 0080140 C /Rev:27-Mar-2008 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 11:14 /Seq:19 of 21
© Office of the Registrar-General /Src: INFOTRACK /Ref:62585

Strata Development Contract
CONCEPT PLAN
Plan of Development

"PROMINENCE"
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SP80140

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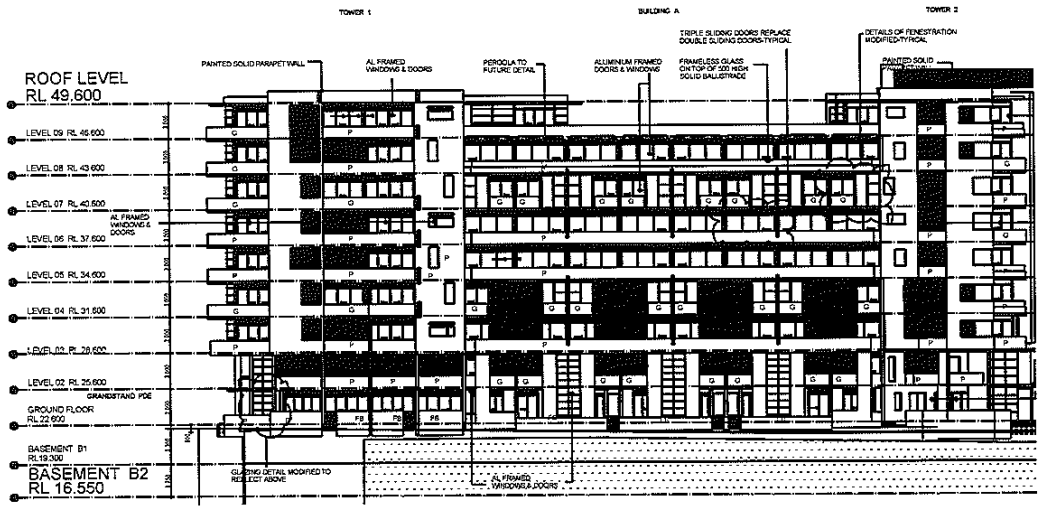
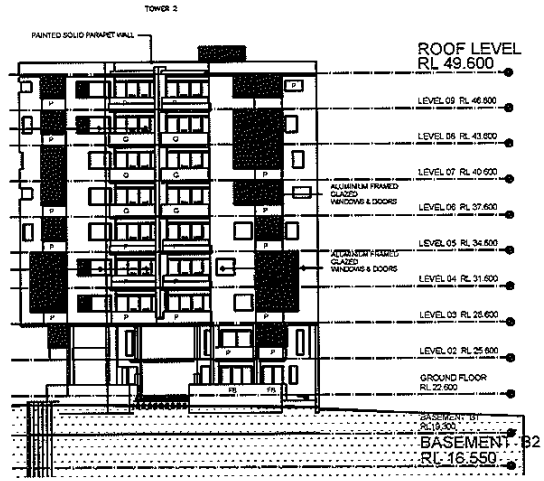
Application No:

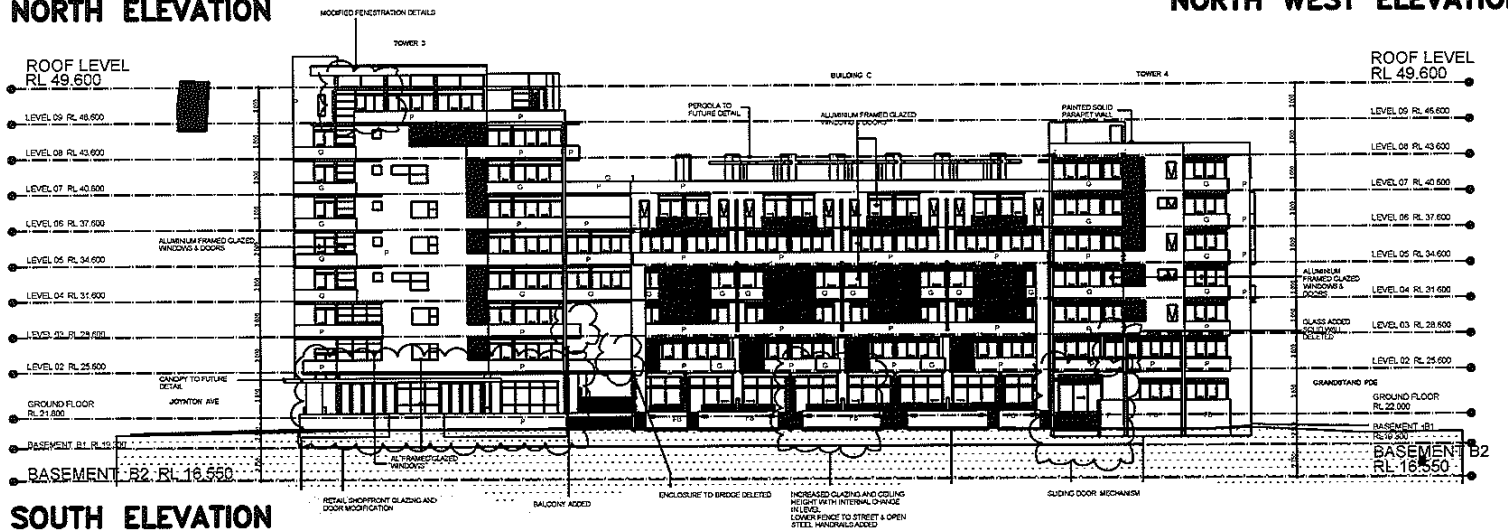
Registered Date 19.3.2008



NORTH ELEVATION



NORTH WEST ELEVATION



SOUTH ELEVATION

SURVEYORS REFERENCE: 27580/29148 31/8/06(ISSUE B)

Req:R474134 /Doc:SP 0080140 C /Rev:27-Mar-2008 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 11:14 /Seq:20 of 21
© Office of the Registrar-General /Src:INFOTRACK /Ref:62585

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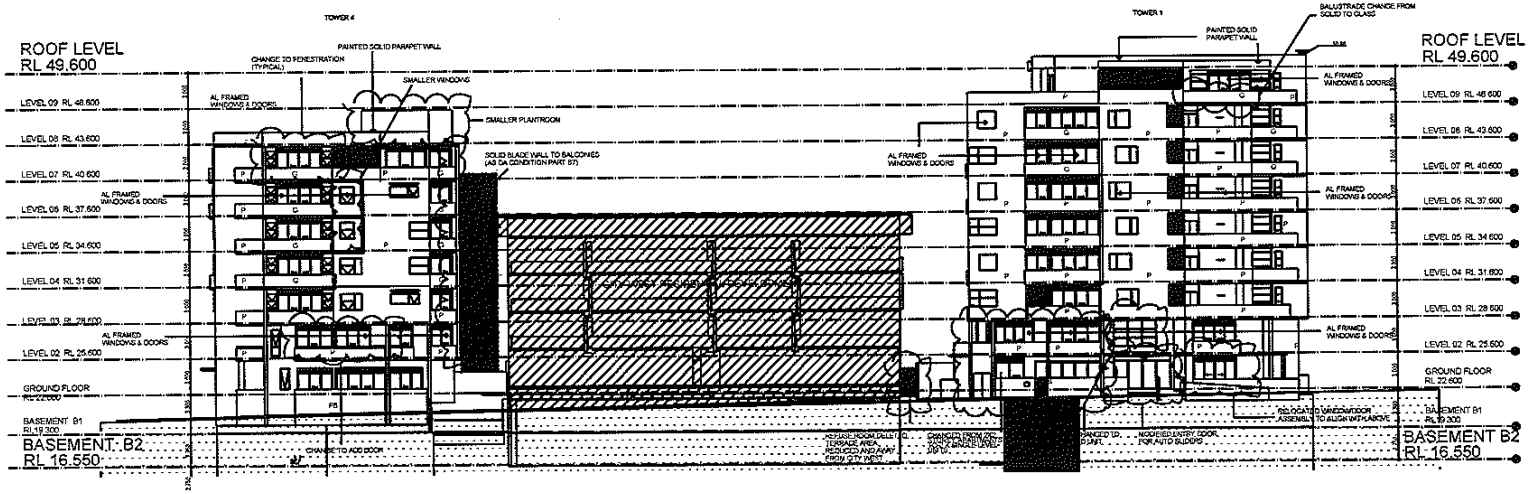

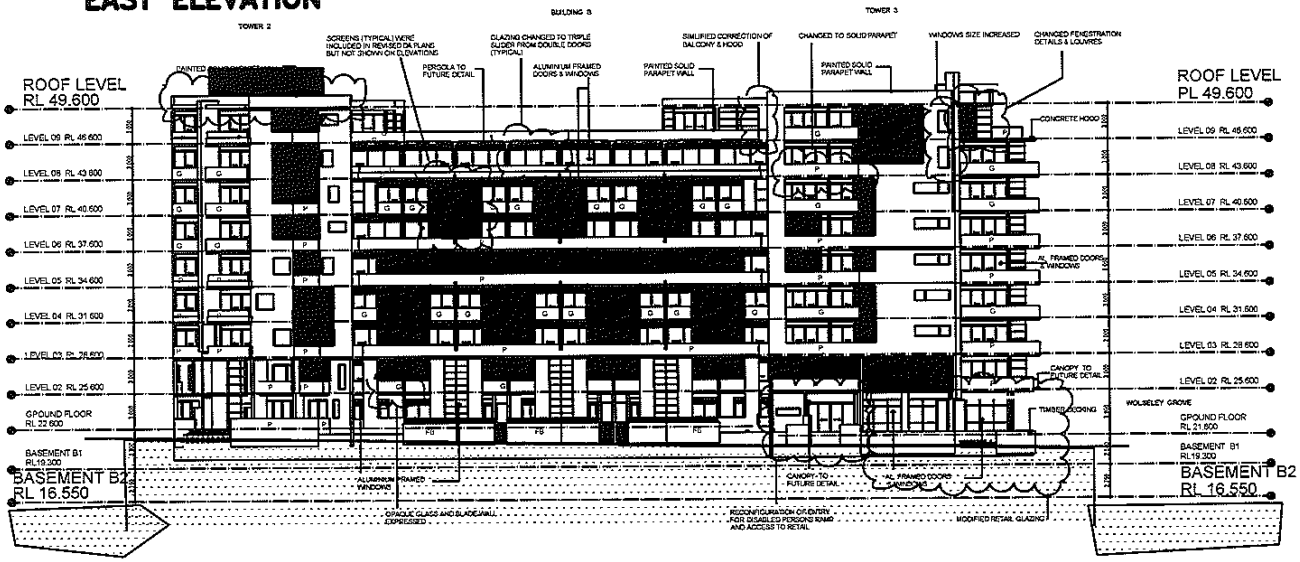

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Req:R474134 /Doc:SP 0080140 C /Rev:27-Mar-2008 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 11:14 /Seq:21 of 21
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Strata Development Contract

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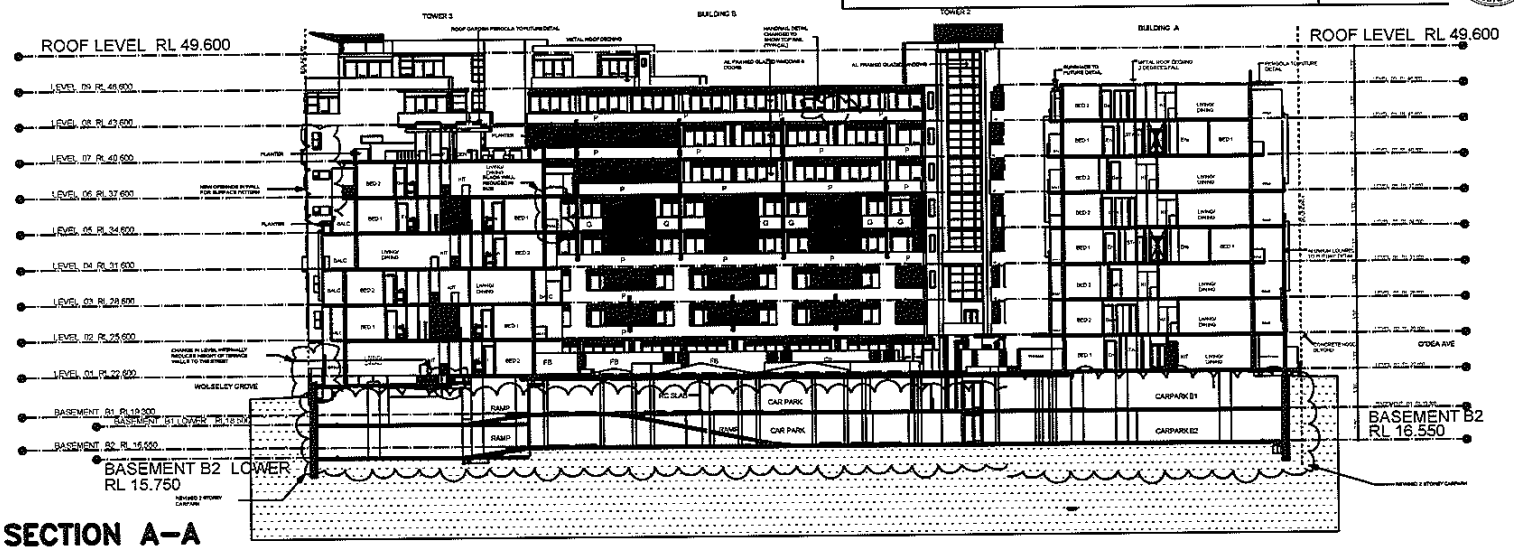
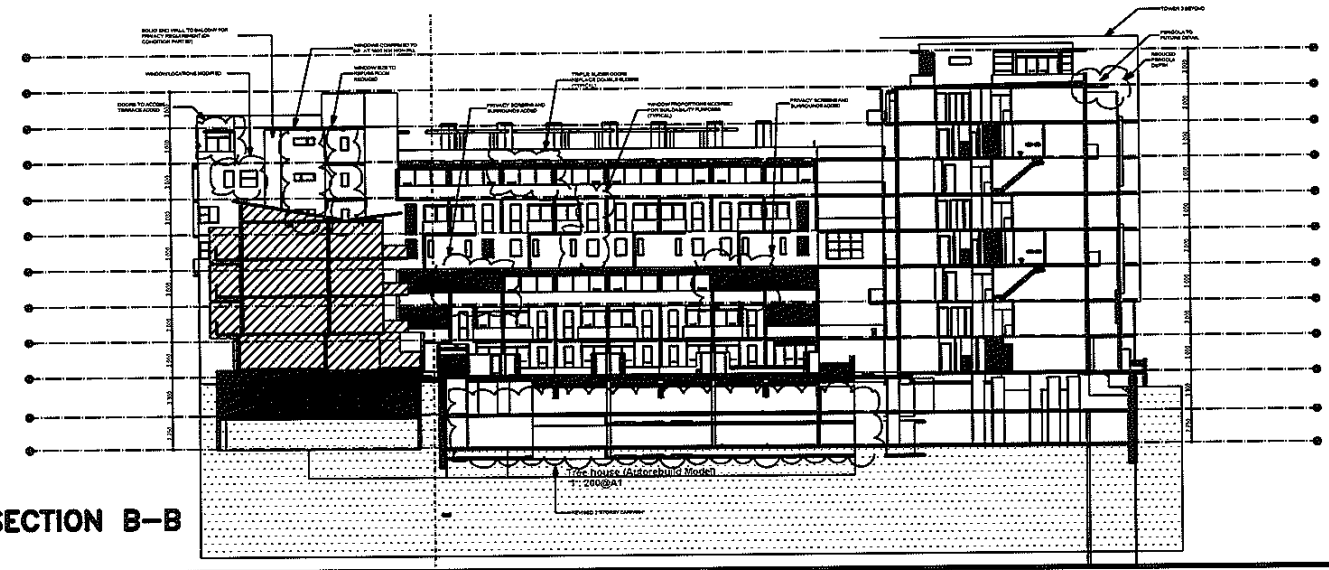


SECTION A–A



SECTION B–B

SURVEYORS REFERENCE: 27580/29148 31/8/06(ISSUE B)

Req:R474137 /Doc:DL F815008 /Rev:03-Apr-1997 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 11:14 /Seq:1 of 2
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F 815008

R.P. 13. No.

New South Wales.

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

FEES:— £ s. d.
Lodgment : :
Endorsement : :
Certificate : :
: :
: :
: :

£4 : : 2-3-53

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black or blue-black non-copying ink.

I, NUFFIELD (AUSTRALIA) PTY. LIMITED (herein called transferor)

being registered as the proprietor of an estate in *fee simple*[a] in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of the sum of Four Thousand Pounds (£4,000.0.0) (the receipt whereof is hereby acknowledged) paid to it by

THE SYDNEY COUNTY COUNCIL (herein called transferee)

do hereby transfer to the said transferee[b] ALL such its Estate and Interest in ALL THE land mentioned in the schedule following :—

County.	Parish.	Reference to Title (c)			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
Cumberland	Alexandria	Part	5980	77	being Lot 13 in Deposited Plan 24134.

And the transferee ~~covenants with the transferor~~[e] for itself its successors and assigns HEREBY for the benefit of allotment 12 on the said D.P.24134 COVENANTS with the Transferor its successors and assigns that no fence nor any fencing shall be erected along any of the boundaries of the land hereby transferred other than of pipe standard and chain wire mesh similar to the fence now erected along or adjacent to the Eastern boundary of the land of the Transferror as comprised in Certificate of Title Volume 6153 Folio 188 And this covenant may be released varied or modified by the Transferor its successors or assigns.

ENCUMBRANCES, &c., REFERRED TO.[f]

N I L.

Signed at Sydney the 24th day of February 1953.

[g] ~~Signed in my presence by the transferor~~ THE COMMON SEAL of NUFFIELD ~~WHO IS PERSONALLY KNOWN TO ME~~ (AUSTRALIA) PTY. LIMITED was hereunto duly affixed by the authority of the Directors and in the presence of

[h] Signed Acting Secretary

Executing Director Transferor.

DIRECTOR

THE COMMON SEAL of THE SYDNEY COUNTY COUNCIL was hereunto duly affixed in ~~Signed in my presence by the transferee~~ pursuance of a Resolution of ~~WHO IS PERSONALLY KNOWN TO ME~~ Council passed on the 1st day of September 1952 and in the presence of the Chairman and General Manager of the Council whose signatures appear opposite hereto:

† Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Chairman

General Manager. Transferee(s).

a If a less estate, strike out "in *fee simple*" and interline the required alteration.

b If to two or more, state whether as joint tenants or tenants in common.

c If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

d If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being lot sec. D.P. " or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. Fol. " Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

e Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Acts, 1919-1943. Here also should be set forth any right-of-way or easement or exception. Any variation in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure of the same size and quality of paper as this instrument should be used.

f A very short note will suffice.

g If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form. As to instruments executed elsewhere, see back of form.

h Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

NOT TO BE ALTERED BY ERASURE—See Foot Note.

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

S1437—W K1168 ALFRED HENRY PETTIFER, GOVERNMENT PRINTER.

Req:R474137 /Doc:DL F815008 /Rev:03-Apr-1997 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 11:14 /Seq:2 of 2
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LODGED BY Barker Perry & Lucas

No.

CONSENT OF MORTGAGEE.[i]

(N.B.—Before execution read marginal note.)

I,

mortgagee under Mortgage No.

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at this day of 19 .

Signed in my presence by

who is personally known to me.

Mortgagee.

[i] This consent is appropriate only to a transfer of part of the land in the Certificate of Title or Crown Grant. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.[j]

Signed at the day of 19 .

Signed in the presence of—

[j] Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.[k]

Appeared before me at , the day of , one thousand nine hundred and the attesting witness to this instrument and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

[k] To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

INDEXED

MEMCRANDUM OF TRANSFER

Subj to Cont

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1
2
3
4
5
6
7

Received Docs.
Nos.
Receiving Clerk.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

Checked by

Passed (in S.D.B.) by

Signed by

Particulars entered in Register Book,

Volume 6980 Folio 77

the 13th day of March 1923 at minutes past 12 o'clock ~~in the~~ noon.

Registrar-General.

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch...		
Received from Records...		
Draft written		6/3/23
Draft examined... ...		9/3
Diagram prepared ...		6-3.
Diagram examined ...		✓
Draft forwarded ...		20
Supt. of Engrossers ...		
Cancellation Clerk ...		27/3/23

VOL. 6641 FOL. 135

E 1165 St 437—W

EXECUTION OUTSIDE NEW SOUTH WALES.

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Upon lodgment (a) £1, if accompanied by the relevant title or evidence of production thereof, (b) £1-5-0 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(a) 5/- for each additional Certificate included in the Transfer, (b) £1-10-0 for each new Certificate of Title issued, (c) 5/- where the Transfer contains covenant purporting to affect the user of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 2/6 where partial discharge of a mortgage is endorsed on the Transfer, (f) 2/6 for each additional folio where the Certificate exceeds ten folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

Req:R474140 /Doc:DL 6641288 /Rev:12-Apr-2000 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 11:14 /Seq:1 of 3
© Office of the Registrar-General /Src:INFOTRACK /Ref:62585

Form number: 9/-011E
Licence number: 599D/0875/97

TRANSFER including easeme

New South Wales
Real Property Act 1900

6641288U

Office of State Revenue use only

NEW SOUTH WALES DUTY
07-03-2000 0000250570-001
SECTION 18(2)
DUTY $ **********2.00

(A) **LAND TRANSFERRED** — Folio Identifiers 2/1011406 and 3/1011406

(B) **TENEMENTS**

Servient (land burdened)	Dominant (land benefited)
Lots 2 and 3 in Deposited Plan 1011406	Lot 1 in Deposited Plan 884055

(C) **LODGED BY**

L.T.O. BOX	Name, Address or DX and Telephone
605M ~~599D~~	~~MINTER ELLISON~~ LEGALITIES ~~44 Martin Place, SYDNEY~~ KS/ROG/CFA ~~DX 117 Sydney~~ ~~Telephone: (02) 9210 4444~~ REFERENCE (max. 15 characters) ~~LGW:10840250~~

(D) **TRANSFEROR** **NEW SOUTH WALES LAND AND HOUSING CORPORATION**

(E) acknowledges receipt of the consideration of $8,631,725.00 transfers to the transferee

(F) an estate in fee simple and the transferor

(G) — reserves an easement as set out in Schedule One hereto

(H) Encumbrances (if applicable) 1. Nil 2. 3. 4.

(I) **TRANSFEREE** T **JOYNTON SOUTH PTY LTD ACN 088 755 320**

(J) TENANCY: ~~TENANCY~~

(K) We certify this dealing correct for the purposes of the Real Property Act 1900 DATE 9/3/2000
Signed in my presence by the Transferor who is personally known to me

SIGNED by me SEAN O'TOOLE, CHIEF GENERAL MANAGER, as delegate of the New South Wales Land and Housing Corporation and I certify that I have no notice of revocation of that delegation, in the presence of:

Signature of Witness

Name of Witness (BLOCK LETTERS)

Level 2, 1 Fitzwilliam St, Parramatta
Address of Witness

~~Signed in my presence by the Transferee who is personally known to me.~~

Signature of Witness

MARY MACKEN
Name of Witness (BLOCK LETTERS)

Address of Witness

S O'Toole
Signature of Transferee

Solicitor
WEXIA G WILSON

CHECKED BY (office use only)

SYD3_340370_2

Req:R474140 /Doc:DL 6641288 /Rev:12-Apr-2000 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 11:14 /Seq:2 of 3
© Office of the Registrar-General /Src:INFOTRACK /Ref:62585

(M)

SCHEDULE ONE
reservation of easement

Complete the Tenements panel on the front

Right of carriage way

The transferor reserves a right of carriage way on the following terms and conditions:

1. The transferor and all Benefited Parties may at all times and by any means (including on foot, with animals or using any vehicle or implement) pass across the Site.

2. The transferor and all persons authorised by it may excavate, fill, pave, drain and otherwise carry out works on the Site to cause a trafficable surface to be laid and maintained on the Site.

3. The transferee must not do anything on the land burdened which prevents, impedes or interferes with the exercise of the rights conferred under paragraphs 1 and 2 of this right of carriage way.

4. (a) The party authorised to release, vary or modify the right of carriage way is the transferor.

   (b) Subject to paragraph 4(a) hereof, if the whole or any part of the Site is resumed or dedicated for the purpose of a public road this right of carriageway shall thereby be extinguished in respect of so much of the Site so dedicated.

5. In this right of carriage way:

   'Benefited Parties' means the registered proprietor, lessee or occupant of the land benefited (or any part of the land benefited which is capable of enjoying this right of carriageway) and includes all persons authorised by them;

   'land benefited' means Lot 1 in Deposited Plan 884055;

   'land burdened' means Lots 2 and 3 in Deposited Plan 1011406;

   'Site' means the parts of Lots 2 & 3 in Deposited Plan 1011406 shown as proposed right of carriageway 20.8 wide in Deposited Plan 1011406;

   'transferee' includes the successors, transferees and assigns of the transferee;

   'transferor' includes the successors to the functions of the transferor.

Req:R474140 /Doc:DL 6641288 /Rev:12-Apr-2000 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 11:14 /Seq:3 of 3
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(N)

SCHEDULE TWO
Request by Transferor

Request by transferor

Not applicable.



× [signature]

× [signature]

PLAN FORM 2 (APPROVED FORM 1) — Plan Drawing only to appear in this space

DP1011406

Registered: 3.3.2000

C.A.:

Title System: TORRENS

Purpose: REDEFINITION

Ref. Map: WATERLOO SHEET INDEX

Last Plan: DP 884055*

PLAN OF REDEFINITION OF LOTS 2&3 IN DP 884055 AND PROPOSED RIGHT OF CARRIAGEWAY OVER LOTS 2 & 3 IN DP 884055

Lengths are in metres. Reduction Ratio 1:1500

L.G.A.: SOUTH SYDNEY

Locality: ZETLAND

Parish: ALEXANDRA

County: CUMBERLAND

This is sheet 1 of my plan in 1 sheets (Delete if not applicable)

Plans used in preparation of Survey/Compilation
DP 844055, DP 241134
DP 850686, DP 830870
DP 884055

Surveyors (Practice) Regulation 1996

I, LEIGH JOHN FINLAY
of LANDINFO - SYDNEY
a surveyor registered under the Surveyors Act 1929, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveyors (Practice) Regulation 1996 and was completed on 7 AUGUST 1998 & 22 FEBRUARY 2000
The survey relates to .....LOTS 2 & 3 DP 884055.....
(Here specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

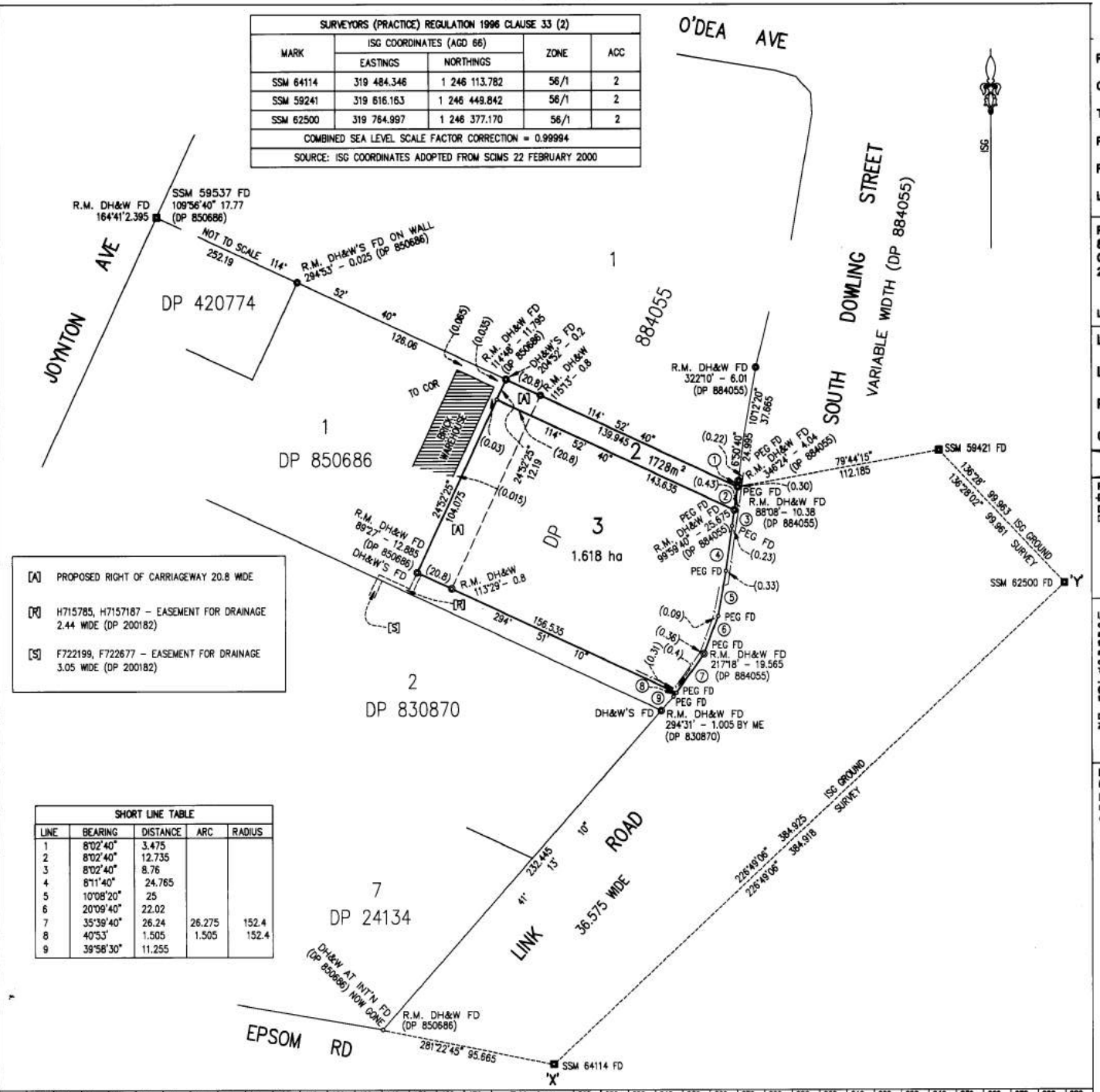
Datum Line: 'X' - 'Y'
Zone: Suburban
(Signature) ..... Surveyor registered under the Surveyors Act 1929.

PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

Signature, Seals and Statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restriction on the use of land or positive covenants.

SIGNED BY ME MARK ATTIWILL AS DELEGATE OF THE NEW SOUTH WALES LAND AND HOUSING CORPORATION AND I CERTIFY THAT I HAVE NO NOTICE OF REVOCATION OF SUCH DELEGATION:

SURVEYORS (PRACTICE) REGULATION 1996 CLAUSE 33 (2)				
MARK	ISG COORDINATES (AGD 66)		ZONE	ACC
	EASTINGS	NORTHINGS		
SSM 64114	319 484.346	1 246 113.782	56/1	2
SSM 59241	319 616.163	1 246 449.842	56/1	2
SSM 62500	319 764.997	1 246 377.170	56/1	2
COMBINED SEA LEVEL SCALE FACTOR CORRECTION = 0.99994				
SOURCE: ISG COORDINATES ADOPTED FROM SCIMS 22 FEBRUARY 2000				



SHORT LINE TABLE				
LINE	BEARING	DISTANCE	ARC	RADIUS
1	8°02'40"	3.475		
2	8°02'40"	12.735		
3	8°02'40"	8.76		
4	8°11'40"	24.765		
5	10°08'20"	25		
6	20°09'40"	22.02		
7	35°39'40"	26.24	26.275	152.4
8	40°53'	1.505	1.505	152.4
9	39°58'30"	11.255		

Crown Lands Office Approval
I/We APPROVED ..... Authorised Officer
Land District .....
Paper No .....
Field Book ..... pages .....

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: .....
Note:
When the plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar-General.
* Delete whichever is inapplicable.

SURVEYOR'S REFERENCE: 98-3244 (00 1320 CHECKLIST)

MPR2010

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 Table of mm 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

WARNING : CREASING OR FOLDING WILL LEAD TO REJECTION

Req:R474143 /Doc:DP 1011406 P /Rev:06-Mar-2000 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 11:15 /Seq:1 of 1
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Req:R474147 /Doc:DL AD366684 /Rev:05-Oct-2007 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 11:15 /Seq:1 of 6
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Form: 01TG
Release: 1.2
www.lpi.nsw.gov.au

$180

TRANSFER GRANTING EASEM

New South Wales
Real Property Act 1900

AD366684T

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

(A) **TORRENS TITLE**

Servient Tenement	Dominant Tenement
202/1061965	An easement in gross pursuant to S88A of the Conveyancing Act 1919

(B) **LODGED BY**

Delivery Box	Name, Address or DX and Telephone	CODE
48T	LLPN: 123819E CITYLINK Reference: BP:PLC 07 2666 / EA	TG

(C) **TRANSFEROR**

PROMINENCE APARTMENTS PTY LIMITED
ABN 54 106 231 038

(D) The transferor acknowledges receipt of the consideration of $ 1.00

and transfers and grants

(E) **DESCRIPTION OF EASEMENT**

AN EASEMENT FOR ELECTRICITY AND OTHER PURPOSES MORE PARTICULARLY DESCRIBED IN ANNEXURE "A"

out of the servient tenement and appurtenant to the dominant tenement.

(F) Encumbrances (if applicable):

(G) **TRANSFEREE**

ENERGYAUSTRALIA
ABN 67 505 337 385

DATE 14 August 2007

(H)

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Prominence Apartments Pty Limited
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:
Name of authorised person: DAVID FISHER
Office held: Secretary

Signature of authorised person:
Name of authorised person: GEORGE KHE SENG TAN
Office held: Director

1 August 2007

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness:
Name of witness: Glenn James Elman
Address of witness: 570 George Street
SYDNEY NSW 2000

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

Signature of attorney:
Attorney's name: Kenneth Greene-Smith
Signing on behalf of: EnergyAustralia
Power of attorney-Book: 4476
983

Req:R474147 /Doc:DL AD366684 /Rev:05-Oct-2007 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 11:15 /Seq:2 of 6
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THIS IS ANNEXURE "A" REFERRED TO IN THE TRANSFER GRANTING EASEMENT BETWEEN PROMINENCE APARTMENTS PTY. LIMITED AS TRANSFEROR AND ENERGYAUSTRALIA AS TRANSFEREE DATED:

An EASEMENT FOR ELECTRICITY AND OTHER PURPOSES affecting that part of the servient tenement shown as "EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.4 WIDE" on the plan annexed and marked 'B' on the terms and conditions set out in memorandum registered number AC289041. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

DAVID FISHER DIRECTOR

SIGNED FOR AND ON BEHALF OF PROMINENCE APARTMENTS PTY LIMITED

GEORGE KHE SENG TAN DIRECTOR

SIGNED FOR AND ON BEHALF OF ENERGYAUSTRALIA

072666\Annexure A.doc(lfp)

19 August 2007

Req:R474147 /Doc:DL AD366684 /Rev:05-Oct-2007 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 11:15 /Seq:3 of 6
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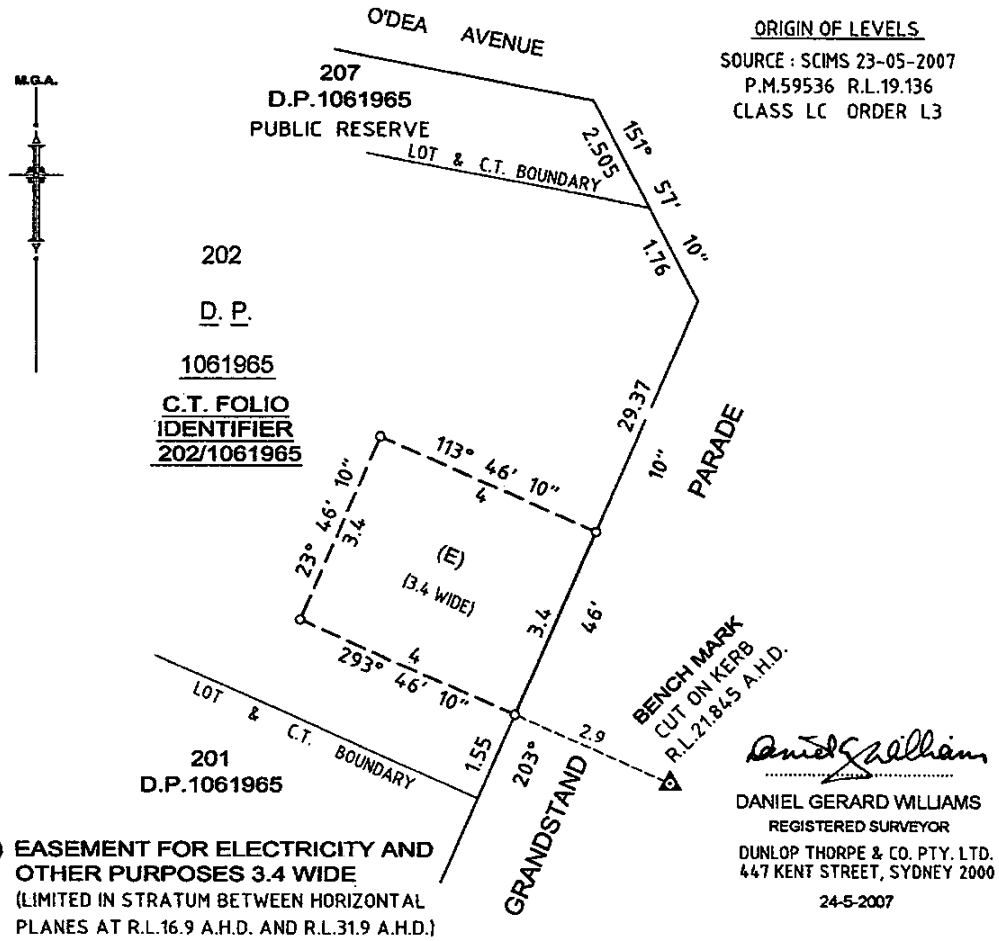
LOCALITY: ZETLAND
LGA: SYDNEY

PLAN

SHOWING EASEMENT FOR ELECTRICITY AND OTHER PURPOSES WITHIN C.T. FOLIO IDENTIFIER 202/1061965

PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND

REDUCTION RATIO 1:100



ORIGIN OF LEVELS
SOURCE : SCIMS 23-05-2007
P.M.59536 R.L.19.136
CLASS LC ORDER L3

DANIEL GERARD WILLIAMS
REGISTERED SURVEYOR
DUNLOP THORPE & CO. PTY. LTD.
447 KENT STREET, SYDNEY 2000
24-5-2007

(E) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.4 WIDE (LIMITED IN STRATUM BETWEEN HORIZONTAL PLANES AT R.L.16.9 A.H.D. AND R.L.31.9 A.H.D.)

SIGNATURES AND SEALS OF PARTIES

THIS IS THE PLAN MARKED ..... REFERRED TO IN .....

THIS IS THE PLAN MARKED 'B' REFERRED TO IN THE TRANSFER GRANTING EASEMENT BETWEEN PROMINENCE APARTMENTS PTY LIMITED AS TRANSFERROR AND ENERGYAUSTRALIA AS TRANSFEREE

SIGNED FOR AND ON BEHALF OF PROMINENCE APARTMENTS PTY LIMITED

GEORGE KHE SENG TAN

SIGNED FOR AND ON BEHALF OF ENERGYAUSTRALIA

SURVEYOR'S REFERENCE:-16224

ENERGYAUSTRALIA REFERENCE:- S 17245 Sheet 1 of 1

DAVID FISHER

14 August 2007

Req:R474147 /Doc:DL AD366684 /Rev:05-Oct-2007 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 11:15 /Seq:4 of 6
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CONSENT TO TRANSFER GRANTING EASEMENT BETWEEN PROMINENCE APARTMENTS PTY LIMITED AS TRANSFEROR AND ENERGYAUSTRALIA AS TRANSFEREE DATED:

Austcorp Capital Limited as Mortgagee under Mortgage AB9774407 hereby consents to the within Transfer Granting Easement.

Dated the 14 day of August 2007

AUSTCORP

EDGAR HUNG
DIRECTOR

DAVID FISHER DIRECTOR

PROMINENCE

GEORGE KHE SENG TAN

DAVID FISHER DIRECTOR

1 August 2007

Req:R474147 /Doc:DL AD366684 /Rev:05-Oct-2007 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 11:15 /Seq:5 of 6
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CONSENT TO TRANSFER GRANTING EASEMENT BETWEEN PROMINENCE APARTMENTS PTY LIMITED AS TRANSFEROR AND ENERGYAUSTRALIA AS TRANSFEREE DATED:

Royal Bank of Scotland PLC, Australia Branch as Mortgagee under Mortgage AC758820 hereby consents to the within Transfer Granting Easement.

Dated the 14 day of AUGUST 2007

ROYAL BANK

LEON REARDON
THE ROYAL BANK OF SCOTLAND plc

PROMINENCE

GEORGE KHE SENG TAN DIRECTOR

DAVID FISHER DIRECTOR

PROMINENCE APARTMENTS PTY LTD

14 August 2007

Req:R474147 /Doc:DL AD366684 /Rev:05-Oct-2007 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 11:15 /Seq:6 of 6
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Film AD366684

Bartier Perry

Our Ref: PLC 072666

RELODGED
27 SEP 2007
TIME: 10:35

Level 18 133 Castlereagh Street
PO Box 2631 Sydney
NSW 2001 Australia
DX 109 Sydney
Tel 61 2 8281 7800
Fax 61 2 8281 7838
www.bartier.com.au
Bartier Perry Pty Limited
ABN 30 124 690 053

26 September 2007

The Registrar General
The Department of Lands
Land and Property Information NSW
Queens Square
SYDNEY NSW 2000

Dear Registrar General

YOUR REF: AD366684.1
CAVEAT AD208764
REGISTERED PROPRIETOR: PROMINENCE APARTMENTS PTY LIMITED
CAVEATOR: ENERGYAUSTRALIA

We refer to your Lodging Party Requisition dated 25 September 2007.

Schedule 1 of the Caveat refers to a Deed of Agreement for Easement dated 20 June 2007. The reference is not to the Transfer Granting Easement. The Transfer Granting Easement dated 15 August 2007 is the document creating the easement required by the Deed of Agreement.
The caveat is in respect of the easement intended to be created by the Transfer Granting Easement.

Yours faithfully
BARTIER PERRY

Pas Crino
Consultant
Direct Line 8281 7807
pcrino@bartier.com.au

plc978154.doc

Liability limited by a Scheme approved under Professional Standards Legislation.
Legal practitioners employed by Bartier Perry Pty Limited are members of the Scheme.

Req:R474148 /Doc:DL AD611544 /Rev:06-Dec-2007 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 11:15 /Seq:1 of 4
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Release: 2.0
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POSITIVE COVENANT

New South Wales
Section 88E(3) Conveyancing Act 1919

AD611544X

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**

202/1061965

(B) **LODGED BY**

Document Collection Box	Name, Address or DX and Telephone	CODE
1W	PEDRO PAN PO BOX 567 ST LEONARDS NSW 1590 TEL: (02) 9338 3222 Reference:	PC

(C) **REGISTERED PROPRIETOR**

PROMINENCE APARTMENTS PTY LIMITED

(D) **LESSEE MORTGAGEE or CHARGEE**

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

Nature of Interest	Number of Instrument	Name
~~Mortgage~~	~~AB592301~~	~~Oversea-Chinese Banking Corporation Limited~~
MORTGAGE	AB974407	AUSTCORP CAPITAL LIMITED (SEE PAGE 3 OF ANNEXURE "A")
MORTGAGE	AC758820	ROYAL BANK OF SCOTLAND PLC, AUSTRALIA BRANCH

(E) **PRESCRIBED AUTHORITY**

THE COUNCIL OF THE CITY OF SYDNEY

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

DATE 3 OCTOBER 2007

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

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

Signature of witness: .....
Name of witness: NIKKI GORSUCH
Address of witness: 456 KENT STREET SYDNEY

Signature of authorised officer: .....
Name of authorised officer: Petar Vladeta
Position of authorised officer: DIRECTOR, LEGAL SERVICES
POWER OF ATTORNEY BOOK 4275 NO. 393

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

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Prominence Apartments Pty Limited ACN 106 231 038
Authority: section 127 of the Corporations Act 2001

Signature of authorised person: .....
Name of authorised person: David Fisher
Office held: Secretary

Signature of authorised person: .....
Name of authorised person: GEORGE KHE SENG TAN
Office held: Director

(H) **Consent of the mortgagee**

The mortgagee under mortgage No. ~~AB592301~~ AC758820, agrees to be bound by this positive covenant.

I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: .....
Name of witness: Drew Bowie
Address of witness: L48, 264 GEORGE ST SYDNEY 2000

Signature of mortgagee: .....
HEAD OF REAL ESTATE FINANCE
POSITION OF SIGNATORY

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
0507

DEPARTMENT OF LANDS
LAND AND PROPERTY INFORMATION DIVISION

1/3

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ANNEXURE "A"

PUBLIC POSITIVE COVENANT

The Registered Proprietor covenants with the Council of the City of Sydney ("Council") that in consideration of Council having authorised the discharge of stormwater, sprinkler test water and subsoil water from the land burdened (the "land in Certificate of Title Folio Identifier 202/1061965") through a private connection (the "private connection") beneath the public footway to the gully pit and Council's drainage system, the Registered Proprietor will at all times:

(a) use the private connection for the purpose of discharging stormwater, sprinkler test water and subsoil water only;

(b) no circumstances permit any other form of discharge whatsoever ("unauthorised discharge") including (without limitation) the discharge of trade wastes, contaminants or suspended silt;

(c) permit Council to disconnect the private connection and make good Council's drainage system if any unauthorised discharge from the land is detected, such disconnection and making good to be at the sole expense of the Registered Proprietor of the land;

(d) regularly inspect, clean and maintain the on-site detention system and the private stormwater lines;

(e) if a pump-out system is installed at any time, erect and maintain in a conspicuous position within the building erected on the land burdened a notice of adequate dimensions warning that the area is liable to flooding in case of pump failure and allow Council officers access to the building from time to time to inspect such notice;

(f) release and hold harmless Council from and against all damages claims actions proceedings law suits losses costs expenses and other liabilities for any damage arising to any property or building on or in the land as a result of:

(i) any blockage of or surcharge or backflow from Council's drainage system, except to the extent that the Council's negligent act caused the blockage, surcharge or backflow;

(ii) the connection to Council's drainage system;

(iii) the construction of the private connection beneath the footway or its presence in the public way;

Secretary:
David Fisher
DAVID FISHER

Witness:
Name (printed): NIKKI GORSUCH

Director:
Name (printed): GEORGE KHE SENG TAN

Petar Vladeta

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(iv) the abandonment or relocation of the gully pit;

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

and the Registered Proprietor indemnifies Council against all such claims and demands;

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

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

(H) CONSENT OF THE MORTGAGEES

AUSTCORP CAPITAL LIMITED

The mortgagee under mortgage No. AB974407 agrees to be bound by this restriction. I certify that EDGAR HUNG who is personally known to me or as to whose identify I am otherwise satisfied signed this application in my presence.

Signature of witness:

JULIA RYAN

Name of witness:

Lvl 10, Bldg B, 207 Pacific Highway, St Leonards 2065

Address of witness:

Signature of mortgagee: EDGAR YAN KAI HUNG

DIRECTOR

Position of signatory:

Secretary: DAVID FISHER
David Fisher

Witness: NIKKI GORSUCH
Name (printed): JULIA RYAN

Director:
Name (printed): GEORGE KHE SENG TAN

Petar Vladeta

Req:R474148 /Doc:DL AD611544 /Rev:06-Dec-2007 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 11:15 /Seq:4 of 4
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FILM WITH AD611544

STATUTORY DECLARATION

I, JOHN SCOTT MADDOX of 456 Kent Street, Sydney in the State of New South Wales, Solicitor, do solemnly and sincerely declare that:-

1. I am a Solicitor of the Supreme Court of New South Wales with the Council of the City of Sydney ("the Council").

2. I am acting for the Council with respect to the Positive Covenant in Certificate of Title Folio Identifier 202/1061965 being the property 1 Grandstand Parade, Zetland, pursuant to condition 121 of the Determination of Development Application No. D/2004/425/B dated 29 May 2006.

3. The Council resolved on 5 June 2000 to appoint Petar Vladeta of Sydney Square, George Street, Sydney to be an Attorney of the Council to execute on behalf of the Council all instruments and dealings pursuant to the Real Property Act, 1900.

4. The Power of Attorney Book 4275 No. 393 to Petar Vladeta was executed under Common Seal of the Council on 6 June 2000 pursuant to Resolution of Council passed on 5 June 2000, which was registered on 7 June 2000.

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

Subscribed and Declared at Sydney }
}
This 3rd day of October 2007 }

Before me:

.....
Justice of the Peace
Anthony Rolls
No. 112097

.....
John Scott Maddox

Req:R474152 /Doc:DL AD724621 /Rev:29-Jan-2008 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 11:15 /Seq:1 of 3
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Form: 13RPA
Release: 2.1
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RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY

AD724621B

New South Wales
Section 88E(3) Conveyancing Act 1919

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**

202/1061965

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and LLPN if any	CODE
1H	PEDRO PAN PO BOX 567 ST LEONARDS NSW 1590 Reference:	RUC

(C) **REGISTERED PROPRIETOR**

Of the above land
PROMINENCE APARTMENTS PTY LIMITED

(D) **LESSEE MORTGAGEE or CHARGEE**

Of the above land agreeing to be bound by this restriction

Nature of Interest	Number of Instrument	Name
Mortgage	AC758820	Royal Bank of Scotland PLC AUSTRALIA BRANCH
MORTGAGE	AB974407	AUSTCORP CAPITAL LIMITED (SEE PAGE 3 OF ANNEXURE "A")

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919
COUNCIL OF THE CITY OF SYDNEY

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

DATE 24 JANUARY 2008

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

Signature of witness:
Name of witness: NIKKI GORSUCH
Address of witness: 456 KENT STREET SYDNEY

Signature of authorised officer:
Name of authorised officer: Petar Vladeta
Position of authorised officer: DIRECTOR, LEGAL SERVICES
POWER OF ATTORNEY
BOOK 4275 NO. 393

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Prominence Apartments Pty Limited ACN 106 231 038
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:
Name of authorised person: DAVID FISHER
Office held: Co. Secretary

Signature of authorised person:
Name of authorised person: GEORGE KHE SENG TAN
Office held: DIRECTOR

(H) The mortgagee under mortgage No. AC758820 agrees to be bound by this restriction.
I certify that the above mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness:
Name of witness: Dugald Marr
Address of witeess: 26/351 EDGECLIFF RD, EDGECLIFF NSW 2027

Signature of mortgagee:

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
0612

DEPARTMENT OF LANDS
LAND AND PROPERTY INFORMATION DIVISION

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ANNEXURE "A"

1. The residential apartments within or forming part of the building which is constructed pursuant to the Consent will not be used or occupied except for the sole purpose of Residential Accommodation and not for the purpose of a hotel, motel, serviced apartments, boarding house or tourist accommodation.

   In this instrument:

   "**Consent**" means the consent granted to development application D2004/425/B in accordance with the Environmental Planning and Assessment Act 1979;

   "**Residential Accommodation**" means use as a dwelling by an owner, invitee, licensee or tenant in accordance with the Residential Tenancies Act 1987, but excluding use as short-term accommodation without a residential tenancy agreement as defined in the Residential Tenancies Act.

2. (a) The car parking spaces or areas, exclusive of service car spaces, within or forming part of the building the subject of Council's Notice of Determination of the Application dated 29 May 2006 No. D/2004/425/B as amended will be used only by a registered proprietor for the time being, tenant of such registered proprietor or occupant of the said building;

   (b) The registered proprietor for the time being, tenant of such registered proprietor or occupant, must not grant or permit to be granted or enter into any agreement to grant any form of lease, licence or sub-lease of any car parking space or area, or otherwise part with possession of a car parking space or area to any person other than:

   (i) a registered proprietor for the time being;

   (ii) a tenant of the registered proprietor; or

   (iii) an occupier of part of the building.

Secretary
Name (printed): DAVID FISHER

Director
Name (printed): GEORGE KHE SENG TAN

Witness:
Name (printed): Nikki Gorsuch

Petar Vladeta

Req:R474152 /Doc:DL AD724621 /Rev:29-Jan-2008 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 11:15 /Seq:3 of 3
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(c) In the event of any strata subdivision of the land, the Registered Proprietor shall procure that:

(i) each utility lot (as defined in Section 39(1) of the Strata Scheme (Freehold Development) Titles Act 1973 (as amended)) in the Strata Plan; and

(ii) each car parking space or area contained or referred to in the Strata Scheme (Freehold Development) Plan, not being a utility lot

will be subject to a Restriction on User pursuant to Section 39 of the Strata Scheme (Freehold Development) Act 1973 (as amended) in the form set out in sub-paragraphs (a) and (b) of this covenant.

(H) **CONSENT OF THE MORTGAGEES**

AUSTCORP CAPITAL LIMITED

The mortgagee under mortgage No. AB974407 agrees to be bound by this restriction. I certify that DAVID FISHER who is personally known to me or as to whose identify I am otherwise satisfied signed this application in my presence.

Signature of witness:

PEDRO PAN

Name of witness:

LEVEL 10, BUILDING B, 207 PACIFIC HWY.

ST LEONARDS 2065

Address of witness:

Signature of mortgagee: DAVID FISHER

Co. Secretary

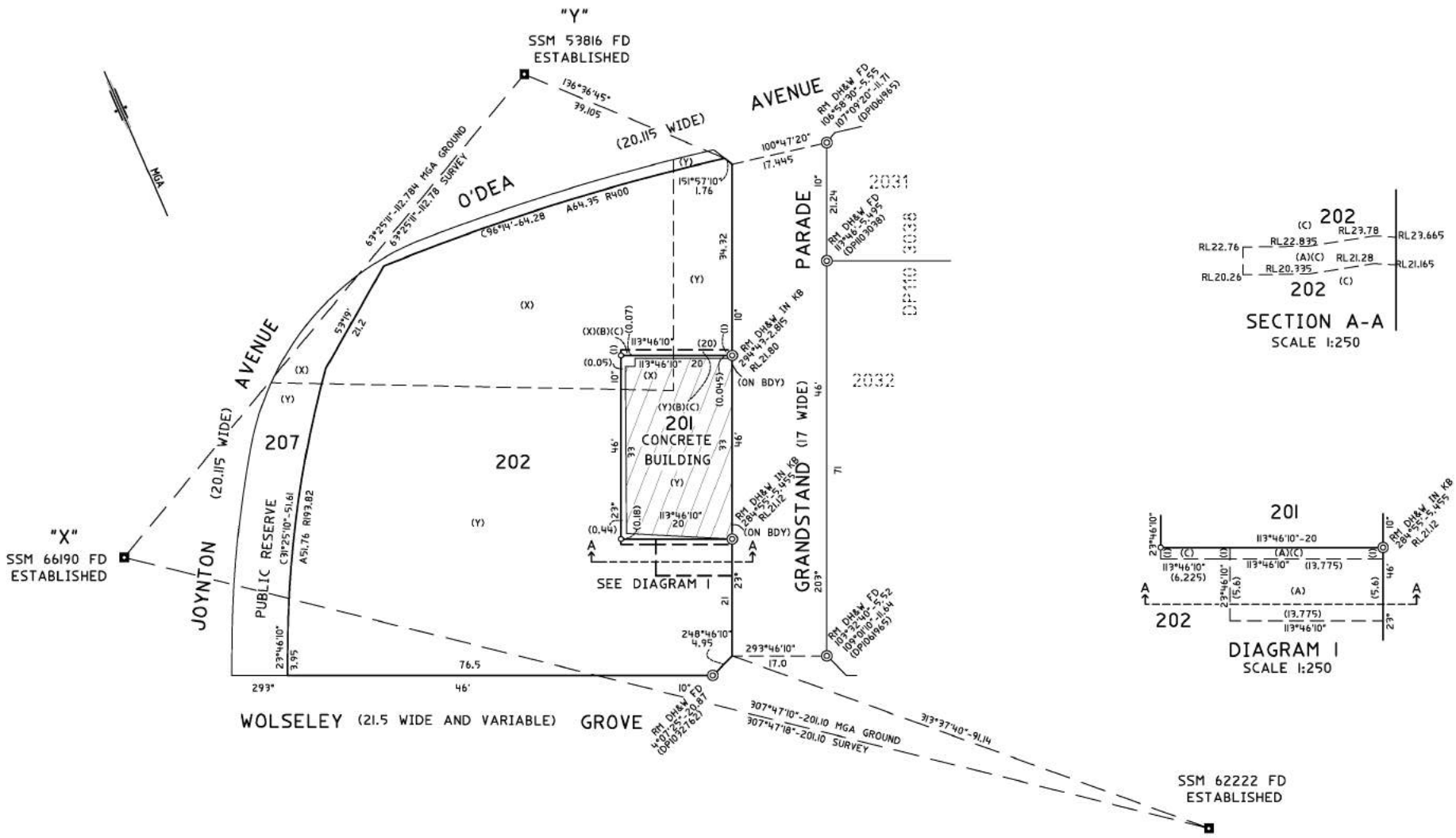
Position of signatory:

Secretary
Name (printed): DAVID FISHER

Director
Name (printed): GEORGE KHE SENG TAN

Witness:
Name (printed): Nikki Gorsuch

Petar Vladeta



SURVEYORS (PRACTICE) REGULATION 2006: CLAUSE 6I(2)					
MGA COORDINATES					
MARK	EAST	NORTH	ZONE	CLASS	ORDER
SSM62222	334615.883	6246944.323	56	C	3
SSM66190	334456.962	6247067.532	56	C	3
SSM53816	334557.819	6247117.994	56	C	3
SOURCE: MGA COORDINATES ADOPTED FROM SCIMS ON 22/10/2007 COMBINED SCALE FACTOR = 0.999938					

(A) RIGHT OF CARRIAGEWAY 6.6 WIDE LIMITED IN HEIGHT AND DEPTH
(B) EASEMENT FOR EMERGENCY EXIT (1 WIDE)
(C) EASEMENT FOR OVERHANG (1 WIDE)
(X) COVENANT (VIDE F815008)
(Y) BENEFITED BY RIGHT OF CARRIAGEWAY 20.8 WIDE 6641288 (DP1011406)

REDUCED LEVELS ARE AHD ORIGIN SSM59238 RL27.801

Surveyor: IAN GRANT NEILSON Date of Survey: 22.10.07 Surveyor's Reference:202EasementC	PLAN OF RIGHT OF CARRIAGEWAY, EASEMENT FOR EMERGENCY EXIT AND EASEMENT FOR OVERHANG OVER LOT 202 IN DP1061965	L.G.A. SYDNEY Locality: ZETLAND Subdivision No: Lengths are in metres. Reduction Ratio 1:500	Registered: 19.3.2008	DP1123067

Req:R474155 /Doc:DP 1123067 P /Rev:25-Mar-2008 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 11:15 /Seq:1 of 3
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Req:R474155 /Doc:DP 1123067 P /Rev:25-Mar-2008 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 11:15 /Seq:2 of 3
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PLAN FORM 6 **WARNING: Creasing or folding will lead to rejection** ePlan

DEPOSITIED PLAN ADMINISTRATION SHEET Sheet No. 1 of 2 Sheet(s)

* OFFICE USE ONLY

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

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

1.RIGHT OF CARRIAGEWAY 6.6 WIDE LIMITED IN HEIGHT AND DEPTH

2. EASEMENT FOR EMERGENCY EXIT (1 WIDE)

3. EASEMENT FOR OVERHANG (1 WIDE)

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

1. RIGHT OF CARRIAGE WAY 6.6 WIDE (DP1061965)

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 hereon has 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

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

* DP1123067

Registered: 19.3.2008
Title System: TORRENS
Purpose: EASEMENT

PLAN OF
RIGHT OF CARRIAGEWAY, EASEMENT FOR EMERGENCY EXIT AND EASEMENT FOR OVERHANG OVER LOT 202 IN DP1061965

L.G.A.: SYDNEY
Locality: ZETLAND
Parish: ALEXANDRIA
County: CUMBERLAND

Surveying Regulation, 2006

I, IAN GRANT NEILSON
of 100 CHRISTIE STREET, ST LEONARDS
a surveyor registered under the Surveying Act, 2002, certify that the survey represented in this plan is accurated, has been made in accordance with the Surveying Regulation, 2006 and was completed on 22/10/07

The survey relates to LOT 202 IN DP1061965
(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

(Signature) ..... Dated: 6/11/07
Surveyor registered under Surveyors Act, 2002

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

Plans used in preparation of survey/~~compilation.~~
DP1061965,DP1103038

SURVEYOR'S REFERENCE: 202_Easement_C

Req:R474155 /Doc:DP 1123067 P /Rev:25-Mar-2008 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 11:15 /Seq:3 of 3
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ePlan

PLAN FORM 6A (Annexure Sheet) **WARNING: Creasing or folding will lead to rejection**

DEPOSITED PLAN ADMINISTRATION SHEET Sheet No. 2 of 2 Sheet(s)

PLAN OF
RIGHT OF CARRIAGEWAY, EASEMENT FOR EMERGENCY EXIT AND EASEMENT FOR OVERHANG OVER LOT 202 IN DP 1061965

DP1123067

Registered: 19.3.2008

Subdivision Certificate No: Date of Endorsement:

* OFFICE USE ONLY

EXECUTED IN ACCORDANCE WITH THE CORPORATIONS ACT 2001
CITY WEST HOUSING PTY LTD

Director Secretary

EXECUTED IN ACCORDANCE WITH THE CORPORATIONS ACT 2001
PROMINENCE APARTMENTS PTY LIMITED

GEORGE KHE SENG TAN Co. Secretary

EXECUTED IN ACCORDANCE WITH THE CORPORATIONS ACT 2001
AUSTCORP CAPITAL LIMITED

GEORGE KHE SENG TAN Co. Secretary

EXECUTED IN ACCORDANCE WITH THE CORPORATIONS ACT 2001 by
THE ROYAL BANK OF SCOTLAND PLC UNDER POWER OF ATTORNEY
DATED 21 SEPTEMBER 2007 BY ITS ATTORNEY

Andrew J Bowie (as Attorney) Dugald Marr (as witness)

SURVEYOR'S REFERENCE: 202_easement_C

Req:R474158 /Doc:DP 1123067 B /Rev:25-Mar-2008 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 11:15 /Seq:1 of 4
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ePlan

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.

Lengths are in metres: (Sheet 1 of 4 sheets)

Plan: DP1123067

Plan of Right of Carriageway, Easement for Emergency Exit and Easement for Overhang over Lot 202 in DP1061965

Full name and address of the owner of the Land

Prominence Apartments Pty Ltd
ABN 54 106 231 038
Level 10 / Building B
207 Pacific Highway
St Leonards NSW 2065

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 Carriageway 6.6 wide limited in height and depth	202 DP1061965	201 DP1061965
2.	Easement for Emergency exit (1 wide).	202 DP1061965	201 DP1061965
3.	Easement for Overhang (1 wide)	202 DP1061965	201 DP1061965

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
1.	Right of Carriageway 6.6 wide (DP1061965)	202 DP1061965	201 DP1061965

Req:R474158 /Doc:DP 1123067 B /Rev:25-Mar-2008 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 11:15 /Seq:2 of 4
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Lengths are in metres:

Plan: DP1123067

Plan of Right of Carriageway, Easement for Emergency Exit and Easement for Overhang over Lot 202 in DP1061965

Part 2 (Terms)

1. Terms of Easement for Emergency Exit (1 wide) numbered 2 in the plan.

1.1 Easement summary
This Easement provides a Right of Access for fire egress purposes from the Lot Benefited across the Lot Burdened.

1.2 Terms of Easement
The Proprietor of the Lot Benefited and Authorised Users may pass and repass across the Lot Burdened by means only of the Fire Egress during any Emergency Situation.

1.3 Minimal interference
In exercising the right referred to in Clause 1.2, the Proprietor of the Lot Benefited and Authorised Users must:
(a) cause as little inconvenience as is practicable to the Proprietor of the Lot Burdened and any occupier of the Lot Burdened; and
(b) cause as little damage as is practicable to the Lot Burdened and any improvement on it.

1.4 Maintenance of Easement Site
(a) the Proprietor of the Lot Burdened shall:
(i) at all times, maintain all trafficable surfaces in the Easement Site;
(ii) not permit the Easement Site to fall into disrepair so that:
- use of the Easement site under this Easement becomes a hazard or nuisance; and /or
- access through the Easement Site by the Proprietor of the Lot Burdened, the Proprietor of the Lot Benefitted and their respective Authorised Users becomes difficult or impractical.

(b) The cost of any maintenance required by clause 1.4(a) shall be borne by the Proprietor of the Lot Burdened.

1.5 Operation of Easement
(a) This easement is intended to continue until the Termination Date.
(b) On or as soon as practicable after the Termination Date the Proprietor of the Lot Burdened and the Proprietor of the Lot Benefited must execute any documents reasonably required to release this Easement.

Req:R474158 /Doc:DP 1123067 B /Rev:25-Mar-2008 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 11:15 /Seq:3 of 4
© Office of the Registrar-General /Src:INFOTRACK /Ref:62585 3067

Lengths are in metres:

Plan: DP1123067

Plan of Right of Carriageway, Easement for Emergency Exit and Easement for Overhang over Lot 202 in DP1061965

Part 2 (Terms)(cont'd)

DEFINITIONS

Authorised User means the Proprietor of the Lot Benefited or the Proprietor of the Lot Burdened, as the case may be, and their successors, assigns, transferees, contractors, licensees, representatives, employees and agents.

Easement means the Easement referred to in this instrument and includes any conditions in relation to that Easement.

Easement Site means the part of the Lot Burdened shown as the site of the Easement on the Plan.

Emergency Situation means any circumstances involving a need, for reasons of safety, or evacuation or egress from a building, including but not limited to fire, earthquake, civil commotion, threat of explosion, terrorist activity and any training or test of such evacuation or egress.

Fire Egress means the area within the Lot Burdened to be used for fire egress purposes by the Proprietor of the Lot Benefited and the Authorised Users in accordance with the terms of the Easement as shown on the Plan.

Lot Benefited means Lot 201 in DP1061965.

Lot Burdened means Lot 202 in DP1061965.

Plan means the Plan registered together with this instrument.

Proprietor of the Lot Benefited means every person who is at any time entitled to an estate or interest in the Lot Benefited, including without limitation any freehold or leasehold estate or interest in possession in the Lot Benefited and each part of the Lot Benefited.

Proprietor of the Lot Burdened means every person who is at any time entitled to an estate or interest in the Lot Burdened, including without limitation any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened.

Termination Date means the date upon which the building on the Lot Benefited is demolished or is no longer used.

Req:R474158 /Doc:DP 1123067 B /Rev:25-Mar-2008 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 11:15 /Seq:4 of 4
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Lengths are in metres:

(Sheet 4 of 4 sheets) ePlan

Plan: DP1123067

Plan of Right of Carriageway, Easement for Emergency Exit and Easement for Overhang over Lot 202 in DP1061965

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Prominence Apartments Pty Limited ACN 106 231 038

Authority: Section 127 of the Corporations Act

CITY WEST HOUSING PTY LIMITED ... ACN 065 314 758

Signature of authorised person

RICHARD PERKINS

Name of authorised person

~~Director~~ / Secretary

Office held

HERB SHIELDS - Director

CITY WEST HOUSING PTY LTD.

Signature of authorised person

GEORGE KHE SENG TAN

Name of authorised person

Director / ~~Secretary~~

Office held

PROMINENCE APARTMENTS PTY LIMITED

DAVID FISHER

Co. Secretary

AUSTCORP CAPITAL LIMITED

GEORGE KHE SENG TAN

DAVID FISHER

Co. Secretary

THE ROYAL BANK OF SCOTLAND PLC UNDER POWER OF ATTORNEY DATED 21 SEPTEMBER 2007 BY ITS ATTORNEY:

Andrew J Bowie (as attorney)

Dugald Marr (as witness)

Ref: 27580-30359Prominence88B18Dec

REGISTERED 19.3.2008

Req:R473903 /Doc:SP 0080140 B /Rev:27-Mar-2008 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 10:59 /Seq:1 of 5
© Office of the Registrar-General /Src:INFOTRACK /Ref:62585

ePlan

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 and pursuant to Section 7(3) of the Strata Schemes (Freehold Development) Act 1973.

Lengths are in metres: (Sheet 1 of 5 sheets)

Plan: SP80140 Plan of Subdivision of Lot 202 in DP1061965

Full name and address of the owner of the Land

Prominence Apartments Pty Ltd
ABN 54 106 231 038
Level 10/Building B
207 Pacific Highway
St Leonards NSW 2065

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.	Easement for Construction (whole of lot)	Common Property	Lots 88 and 89
2.	Restriction on the Use of Land	Common Property	The Council of the City of Sydney
3.	Restriction on the Use of Land	Lots 1-87 inclusive	The Council of the City of Sydney

Part 2 (Terms)

1. Terms of Easement for Construction (whole of lot) numbered 1 in the plan.

1.1 Terms of Easement:

Full, free and unimpeded right for the Grantee and its Authorised Users to:
(a) enter on, pass and repass over the Lot Burdened for a reasonable time, together with any Equipment necessary to construct the buildings within the Lot Benefited; and
(b) make noise, create dust and cause disturbance to the Grantor and any occupier of a Lot Burdened for the purposes setout in Clause 1.1(a).

.....
Authorised Person/~~General Manager~~
The Council of the City of Sydney

Ref: 27580-30826Prominence88B31Jan

REGISTERED 19.3.2008

Req:R473903 /Doc:SP 0080140 B /Rev:27-Mar-2008 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 10:59 /Seq:2 of 5
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Part 2 (Terms)(cont'd)

1.2 Conduct of Works

The Grantee must ensure that:

(a) reasonable safety measures are taken in relation to the construction works (including erecting, where necessary, protective hoardings and fences);
(b) all reasonable precautions are taken to ensure that as little damage as possible is done by the works to the Lot Burdened;
(c) any damage caused by the works to the Lot Burdened is made good as soon as practicable;
(d) the nature and extent of the works do not substantially adversely affect the safe and effective use of the Lot Burdened;
(e) as soon as reasonably possible after the carrying out of the works, the Lot Burdened is restored as nearly as practicable to such condition as existed prior to the carrying out of the works;
(f) due consideration is given to the activities carried out on within the Lot Burdened in carrying out the works; and
(g) any works conducted by it are concluded in a proper and workmanlike manner and in accordance with the requirements of all Authorities and Laws.

1.3 Release

(a) The Grantee and its Authorised Users entering the Lot Burdened pursuant to the rights granted by this easement do so at their own risk;
(b) The Grantee releases the Grantor from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering on the Lot Burdened pursuant to the rights granted by this easement, other than to the extent caused or contributed to by the willful or negligent act or omission of the Grantor or its Authorised Users.

1.4 Expiration of easement

(a) The Grantee must notify the Grantor in writing when the construction of the Buildings has been completed.
(b) This easement expires on the date of the notice referred to in Clause 1.4(a) and the proprietor of the Lot Burdened and the proprietor of the Lot Benefited must take all reasonable steps to remove this easement from the title of the Lot Burdened as soon as practicable, including but not limited to preparing and executing all necessary documents and producing the relevant certificates of title of Land and Property Information, NSW.

.....
Authorised Person/~~General Manager~~
The Council of the City of Sydney

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Part 2 (Terms)lcont'd)

2. Terms of Restriction on the Use of Land numbered 2 in the plan.

The Grantor must not use or permit to be used the Common Property (except for Visitors Vehicle Spaces and Service Vehicle Spaces) for the parking or storage of vehicles , trailers or boats and the Grantor must not grant or permit to be granted any lease, licence or exclusive use rights over any part of the Common Property for the purpose of parking or storage of vehicles or boats.

NAME OF AUTHORITY empowered to release vary or modify the Restriction on the Use of Land numbered 2 in the plan.

The Council of the City of Sydney

3. Terms of Restriction on the Use of Land numbered 3 in the plan.

3.1 The residential apartments within or forming part of the building which is constructed pursuant to the Consent will not be used or occupied except for the sole purpose of Residential Accommodation and not for the purpose of a hotel, motel, services apartments, boarding house or tourist accommodation.

In this instrument:

"Consent" means the consent granted to development application D2004/425/B in accordance with the Environmental Planning and Assessment Act 1979;

"Residential Accommodation" means use as a dwelling by an owner, invitee, licensee or tenant in accordance with the Residential Tenancies Act, 1987, but excluding use as short-term accommodation without a residential tenancy agreement as defined in the Residential Tenancies Act.

3.2 (a) The car park spaces or areas, exclusive of service car spaces, within or forming part of the building the subject of Council's Notice of Determination of the Application dated 29 May 2006 No D/2004/425/B as amended will be used only by a registered proprietor for the time being, tenant of such registered proprietor or occupant of the said building;

(b) The registered proprietor for the time being, tenant of such registered proprietor or occupant, must not grant or permit to be granted or enter into any agreement to grant any form of lease, licence or sub-lease of any car space or area, or otherwise part with possession of a car parking space or area to any person other than;

.....
Authorised Person/~~General Manager~~
The Council of the City of Sydney

Req:R473903 /Doc:SP 0080140 B /Rev:27-Mar-2008 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 10:59 /Seq:4 of 5
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Part 2 (Terms)Icont'd)

(i) a registered proprietor for the time being;
(ii) a tenant of the registered proprietor; or
(iii) an occupier of part of the building.

4. Definitions

Authorised User means the Proprietor of the Lot Benefited or the Proprietor of the Lot Burdened, as the case may be, and their successors, assigns, transferees, contractors, licensees, representatives, employees and agents.

Buildings mean the buildings to be constructed as part of Stage 2 and Stage 3 of the development known as "Prominence" Grandstand Parade, Zetland.

Common Property means any property referred to as such on the plan.

Grantor means the owner of the Lot Burdened.

Grantee means the owner of the Lot Benefited.

Instrument means this instrument and includes the Plan.

Lot Benefited means a lot benefited by an easement, positive covenant or restriction on use in this instrument.

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

Owners Corporation means the Owners Corporation of the strata scheme formed on registration of the Plan.

Plan means the plan of subdivision to which this instrument relates.

Service Vehicle Spaces means any space designated as a service vehicle space by the Owners Corporation from time to time.

Visitor Vehicle Spaces means a space designated as one of the visitors parking spaces on the Plan.

.....
Authorised Person/~~General Manager~~
The Council of the City of Sydney

Req:R473903 /Doc:SP 0080140 B /Rev:27-Mar-2008 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 10:59 /Seq:5 of 5
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ePlan

Lengths are in metres: (Sheet 5 of 5 sheets)

Plan: SP80140

Plan of Subdivision of Lot 202 in DP1061965

EXECUTED by
~~The common seal of~~
PROMINENCE APARTMENTS PTY LIMITED
ABN 54 106 231 038
~~was affixed hereto~~
~~in the presence of~~:

.....
SIGNATURE OF WITNESS

JULIA RYAN
.....
NAME OF WITNESS (please print)

LEVEL 10, BLOCK B, 207 PACIFIC HWY ST LEONARDS
.....
ADDRESS OF WITNESS (please print)

.....
~~DIRECTOR~~/SECRETARY

.....
DIRECTOR

BOOK 4537 No. 759

Signed for THE ROYAL BANK OF SCOTLAND plc. Australia Branch ARBN 101 464 528 by its attorney under the power of attorney in the presence of:

Andrew J Bowie
AUTHORISED SIGNATORY

WITNESS — **Dugald Marr**

EXECUTED by:
Austcorp Capital Limited
(A.C.N. 109 917 517)

Co. Secretary

.....
Authorised Person/~~General Manager~~
The Council of the City of Sydney

Director

GEORGE KHE SENG TAN

REGISTERED 19.3.2008

Ref: 27580-30826Prominence88B31Jan

Req:R474159 /Doc:DL AM466046 /Rev:13-Jun-2017 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 11:15 /Seq:1 of 92
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AM466046V

Form: 15CH
Release: 2·0

CONSOLIDATION/ CHANGE OF BY-LAWS

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

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

(A) **TORRENS TITLE**

For the common property
Folio Identifier CP/SP80140

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
1W	Strata Specialist Lawyers Tel: (02) 9089 8706 GPO Box 1378 SYDNEY NSW 2001 Reference: CC:20172067:SP80140	CH

(C) The Owners-Strata Plan No. 80140 certify that a special resolution was passed on 12/12/2016

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—

(E) Repealed by-law No. _____

Added by-law No. Special By-Law No. 14

Amended by-law No. _____

as fully set out below:

See Annexure "A"

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "B"

(G) The seal of The Owners-Strata Plan No. 80140 was affixed on 5/6/2017 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: _____

Name: DAVID FERGUSON

Authority:

Signature: _____

Name: _____

Authority:

STRATA PLAN No. 80140 THE OWNERS Common Seal

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

1702

Req:R474159 /Doc:DL AM466046 /Rev:13-Jun-2017 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 11:15 /Seq:2 of 92
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SPECIAL BY-LAW No. 14 – Lot 1 Balcony Works

a) On the conditions set out below the Owner of Lot 1 have a special privilege in respect of the Common Property to install 2 windows in the balcony of the Lot in accordance with plans and specifications to be approved by the Owners Corporation prior to commencement of these Works (**Lot 1 Window Works**). The Lot 1 Window Works are at the cost of the Owner of Lot 1.

b) Before starting the Lot 1 Window Works the Owner must provide the Owners Corporation with:

(i) a copy of the proposed application to be lodged with the local Council, including all drawings, specifications, conditions and notes. If an application to the local Council is not required, then prior to the commencement of the Lot 1 Window Works, a copy of all proposed plans and specifications must be lodged with the Owners Corporation for approval;

(ii) a copy of any requisite approval from the local Council including all drawings, specifications, conditions and notes;

(iii) a copy of any requisite construction certificates for the Lot 1 Window Works, under part 4A of the *Environmental Planning and Assessment Act 1979*;

(iv) a copy of a certificate of insurance relating to the Lot 1 Window Works, if required under Section 92 of the *Home Building Act 1999*; and

(v) evidence of currency for the duration of the Lot 1 Window Works of contractors all risk insurance cover with an insurance office of repute (incorporating cover against public risk in respect of claims of death, injury, accident and damage to persons or property occurring in the course of the Lot 1 Window Works to a minimum of $20,000,000.0) to which the Owner is the named party and the Owners Corporation is noted as an interested party.

c) In undertaking the Lot 1 Window Works, the Owner must by himself, his agents, servants and contractors:

(i) use the material specified in the construction certificate in a manner specified in the plans and specifications approved in the construction certificate. If the materials or

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Names: DAVID FERGUSON
Signatures .....
.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act* 2015 to attest the affixing of the seal.

THE OWNERS - STRATA PLAN NO 80140 ★ Common Seal

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the manner of use is not specified in the construction certificate then the best quality and the most appropriate materials in a proper and skilful manner will be used;

(ii) comply with all conditions and requirements of the local Council and must comply with the plans and specifications approved in the construction certificates;

(iii) comply with the Building Code of Australia and all pertinent Australian Standards;

(iv) not allow the obstruction of reasonable use of the Common Property in the course of the Lot 1 Window Works, by building materials, tools, machines, debris or motor vehicles;

(v) ensure that any Lot 1 Window Works involving the use of jackhammers, masonry drills or any noisy work is undertaken, between the hours of 9am and 5pm on weekdays (other than public holidays);

(vi) give the residents of the other Lots in the strata plan not less than 24 hours notice of the Lot 1 Window Works being undertaken;

(vii) comply with any reasonable requirement of the Owners Corporation concerning the means of entering and leaving the building for tradesman, building materials, tools and debris;

(viii) carry out the Lot 1 Window Works between 9am and 5pm Monday to Friday (inclusive) excluding public holidays;

(ix) ensure the Lot 1 Window Works are completed within one month of their commencement;

(x) ensure the Lot 1 Window Works are carried out in a proper and workmanlike manner, by duly licensed contractors; and

(xi) comply with the requirements of the Owners Corporation in relation to compliance with any by-laws and relevant Authority concerning the performance of the Lot 1 Window Works.

(d) Following the completion of the Lot 1 Window Works, the Owner of Lot 1 will be responsible for (at the cost of the Owner of Lot 1) that the proper maintenance of the Lot 1 Window Works and keeping the Lot 1 Window Works in a state of good and serviceable repair.

(e) The Owner of Lot 1 must indemnify the Owners Corporation against any loss or damage that the Owners Corporation suffers as a result of the performance, maintenance or replacement

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of the Lot 1 Window Works on the Common Property and will pay those amounts to the Owners Corporation upon request.

(f) The Owner of Lot 1 accepts liability for any damage caused to any part of the Common Property as a result of the erection, attachment, removal or replacement of the Lot 1 Window Works to the Common Property and the responsibility to make good the damage (at the cost of the Owner of Lot 1) immediately after it has occurred.

(g) The Owner of Lot 1 must ensure that the Lot 1 Window Works, at the time of construction and at all times thereafter, are not visible from any street, road or public thoroughfare relating to any building on any of the Strata Schemes.

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STRATA SCHEME NO 80140
ANNEXURE "B" TO CONSOLIDATION/CHANGE OF BY-LAWS

CONSOLIDATED BY-LAWS

DEVELOPER BY-LAWS

(As at date of registration of Strata Plan 80140 on 19 March 2008)

1 Definitions and Interpretations

In these by-laws, the words and expressions set out below have the following meanings:

Access Control Device means a form of access card and/or remote control used to operate doors, lifts, any other parts of the Common Property and to access the car park.

Act means the *Strata Schemes Management Act 1996*.

Air Conditioning Components means the components of an air conditioning system servicing a Lot including but not limited to units, filters and condenser systems.

Architectural Code means the code set out In Annexure A to these by-laws.

Authority means any government municipal or statutory authority which has jurisdiction over the Land.

Car Space means a car space which forms part of a Lot and which has been approved by an Authority for use as a car space.

Car Wash Bay means the two car wash bays located on the Common Property In the car parking area or any other areas as may be designated as car wash bays by the Owners Corporation from time to time.

Commercial Exhaust means the exhaust system installed in the Commercial Lots or in the Common Property in the vicinity of the Commercial Lots.

Commercial Lot means any lot in the Strata Plan which, from time to time is permitted under the *Environmental Planning and Assessment Act 1979 (NSW)* to be used for commercial or retail use.

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Commercial Refuse Room means the refuse room located on Common Property in the basement carpark.

Commercial Toilet means the toilet located on the Common Property adjacent to the Commercial Lots.

Common Property mean the parts of the Land which do not form part of a Lot.

Common Property Plant Rooms means the plant rooms located on the top level of each Tower which are designated to house Air Conditioning Components and other common property equipment and services.

Courtyard means the central courtyard in Prominence which forms part of the Common Property.

Developer means Prominence Apartments Pty Limited ACN 106 231 038.

Executive Committee means the executive committee of the Owners Corporation.

Grease Trap means the grease trap located in the basement carpark.

Land means the land comprising all Lots and the Common Property.

Law means any statute, rule, regulation, proclamation, ordinance or by law, whether federal, state, local or otherwise relevant to the particular subject matter.

Lot means a lot (as defined in the Act) in Prominence.

Occupier means an occupier, lessee or licensee in lawful occupation of a Lot.

Owner means:

(a) the owner for the time being of a Lot;

(b) if a Lot is subdivided or resubdivided, the owner(s) for the time being of the new Lot(s);

(c) for a by-law granting exclusive use and special privileges over Common Property, the owner(s) of the Lot(s) benefiting from the by-law; or

(d) a mortgagee in possession of a Lot.

Owners Corporation means the owners corporation for Prominence.

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Prominence means the strata scheme created on registration of the Strata Plan.

Residential Garbage Chute means a garbage chute located in a Residential Refuse Room.

Residential Lot means any Lot other than a Commercial Lot.

Residential Recycling Bin means a bin designated as such and located in a Residential Refuse Room.

Residential Refuse Room means the Common Property refuse rooms marked on the Strata Plan or in any other area as may be designated by the Owners Corporation as appropriate from time to time and which contain the Residential Garbage Chutes and Residential Recycling Bins.

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

Strata Plan means the strata plan registered for Prominence.

Tower means one of the four corner towers of the building which forms Prominence.

2 Introduction

2.1 Prominence is a residential strata scheme with 202 Residential Lots and 2 Commercial Lots.

These by-laws set out the rules of the Strata Scheme and bind:

(a) Owners;

(b) Occupiers;

(c) the Owners Corporation; and

(d) mortgagees in possession of a Lot.

3 Noise

An Owner or Occupier of a Lot must not create any noise on a Lot or the Land likely to interfere with the peaceful enjoyment or the Owner or Occupier of another Lot or of any person lawfully using Common Property.

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4 Vehicles, Common Property and Car Spaces

(a) An owner or Occupier of a Lot must not park or stand any motor or other vehicle on Common Property or permit any invitees or the Owner or Occupier to park or stand any motor or other vehicle on Common Property except:

(i) in the case of an invitee, in a Car Space designated as a "visitors" space (subject to subclause (d)); or

(ii) with the prior written approval of the Owners Corporation.

(b) The Owners Corporation must not unreasonably withhold its approval to the temporary parking or standing of a motor vehicle on the Common Property.

(c) The Owners Corporation may install such traffic control devices and traffic signage on the Common Property as it sees fit.

(d) A vehicle must not remain in a visitor space for longer than one continuous 24 hour period.

(e) The notice of determination of development application in relation to Prominence specifies that residents are not eligible to participate in on-street resident parking schemes.

(f) An Owner or Occupier must not:

(i) enclose a Car Space;

(Ii) store any item In a Car Space other than a motor vehicle;

(iii) use a Car Space for the washing of motor vehicles or equipment; or

(iv) use a Car Space for the carrying out of mechanical or other repairs,

without first obtaining the prior written consent of the Owners Corporation and any Authority.

5 Obstruction of Common Property

An Owner or Occupier of a Lot must not obstruct lawful use of Common Property by any person.

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6 Damage to lawns and plants on Common Property, plants on balconies

(a) An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation:

(i) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property; or

(ii) use for his or her own purposes as a garden any portion of the Common Property.

(b) An Owner or Occupier must not keep plants or other items on a balcony of a Lot if the keeping of those plants render the balcony unsightly or not in keeping with the general nature and amenity of Prominence.

7 Damage to Common Property

(a) An Owner or Occupier of a Lot must not:

(i) mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property;

(ii) install any locking or other safety device (which is visible from outside the Lot) for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot; or

(iii) install any screen (including a security screen) or other device lo prevent entry of animals or Insects on a Lot,

except with the written approval of the Owners Corporation or as may be permitted in accordance with these by-laws and in accordance with the terms and conditions set out in the Architectural Code.

(b) Any such locking or safety device, screen, other device or structure installed pursuant to this by-law must comply with all Laws and the requirements or all Authorities and be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of Prominence.

(c) An approval given by the Owners Corporation under subclause (a) cannot authorise any additions to or alterations of the Common Property.

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(d) This by-law does not prevent an Owner or person authorised by an Owner from installing:

(i) any structure or device to prevent harm to children within the Owners Lot;

(ii) any sign to advertise the activities or the Occupier or the Lot if the Owners Corporation has specified locations for such signs and that sign is installed In the specified locations and in accordance with the terms and conditions of the Architectural Code; or

(iii) any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot.

(e) Despite section 62 of the Act, the Owner of a Lot must:

(i) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (a) that forms part of the Common Property and that services the Lot; and

(ii) repair any damage caused to any part of the Common Property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause (a) that forms part of the Common Property and that services the Lot.

(f) An Owner or Occupier must give notice to the Owners Corporation or any damage to or defect in the Common Property immediately after an Owner or Occupier becomes aware of any damage or defect.

(g) If an Owner or Occupier causes damage to the Common Property while that Owner or Occupier uses the Common Property then that Owner or Occupier must:

(i) promptly notify the Owners Corporation of the damage caused; and

(ii) compensate the Owners Corporation for any costs incurred in repairing the damage to the Common Property.

8 Behaviour of Owners and Occupiers

An Owner or Occupier of a Lot when on Common Property must:

(a) be adequately clothed;

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(b) not use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using Common Property; or

(c) not smoke cigarettes, cigars or pipes in stairwells, lifts, foyers and the car park forming part of the Common Property or allow smoke from cigarettes, cigars or pipes to enter any such areas or such other parts of the Common Property as the Owners Corporation may designate from time to time.

9 Children playing on Common Property

An Owner or Occupier of a Lot must not permit any child of whom the Owner or Occupier has control, to:

(a) be on Common Property; or

(b) be or to remain in a Residential Refuse Room, car parking area or any other area of possible danger or hazard to children,

unless accompanied by an adult exercising effective control.

10 Behaviour of invitees

An Owner or Occupier of a Lot must take all reasonable steps to ensure that invitees of the Owner or Occupier comply with by-law 8 and do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using Common Property.

11 Depositing rubbish and other material on Common Property

An Owner or Occupier of a Lot must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Owners Corporation.

12 Drying of laundry items

An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of a Lot or parcel in such a way as to be visible from outside any building which forms part of Prominence unless approved by the Owners Corporation.

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13 Cleaning windows and doors

An Owner or Occupier of a Lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is Common Property, unless:

(a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or

(b) that glass or part of the glass cannot be accessed by the Owner or Occupier of the Lot safely or at all.

14 Alarms

(a) An Owner or Occupier of a Residential Lot must not install a security alarm without first obtaining the prior written consent of the Owners Corporation.

(b) An Owner or Occupier of a Commercial Lot may install a security alarm provided that:

(i) the security alarm is a 'back to base' system; and

(ii) the security alarm is programmed so that the siren switches off after a maximum of 8 minutes:

(c) This by-law does not apply to any Lot which is owned by the Developer.

15 Rules

(a) The Owners Corporation may make rules relating to access to and use of the Common Property and the Owner or Occupier of a Lot must comply with any such rules at all times.

(b) These by-laws shall prevail to the extent of any inconsistency between any such rules and these by-laws.

16 Signage

16.1 For so long as the Developer is the registered proprietor of a Lot, the Developer may:

(a) display 'for sale' and/ or 'for lease' signage on any such Lot; and

(b) display 'for sale' and/ or 'for lease' signs on the Common Property.

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No fee or charge is payable to the Owners Corporation nor is written approval required lo be obtained from the Owners Corporation in relation to the signage rights set out in this by-law.

16.2 Subject to clause 16.1, an Owner or Occupier of a Lot must not erect any signage (whether temporary or permanent) on Common Property or on a Lot that can be seen from outside a Lot without the approval of the Executive Committee and if required, any Authority.

16.3 An Owner or Occupier may only with the written approval of the Executive Committee or the Owners Corporation erect "for sale" or "for lease" signs which have an area of not more than 1 square metre within a Lot or within any other area of Common Property designated for that purpose by the Owners Corporation from time to time.

17 Storage of Inflammable liquids and other substances and materials

(a) An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, use or store on a Lot or on the Common Property any inflammable, explosive or dangerous substance.

(b) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

18 Moving furniture and other objects on or through Common Property

(a) An Owner or Occupier must not transport any furniture, large objects or procure deliveries through or on Common Property without first obtaining the approval of the Executive Committee or the Owners Corporation.

(b) An Owner or Occupier of a Lot must not damage the Common Property if it transports any furniture, large object or procures deliveries to or from a Lot through or on Common Property within Prominence. If any damage Is caused, then the Owner or Occupier must compensate the Owners Corporation for any costs or expenses incurred in repairing the damage.

(c) The Owners Corporation in providing approval may resolve that the furniture, large objects or deliveries to and from the Lot are to be transported through or on the Common Property in a specified manner and may request the provision of a suitable bond as security for the cost of making good any damage.

(d) If the Owners Corporation has specified, by resolution, the manner in which furniture, large objects or deliveries to and from a Lot are to be transported, then an Owner or

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Occupier of a Lot must not transport any furniture, large object or deliveries to and from the Lot through or on Common Property except in accordance with that resolution.

(e) An Owner or Occupier of a Lot may only take delivery of furniture (or any other large items) between:

(i) 7.00 am and 5.00 pm Mondays to Fridays;

(ii) 9.00 am and 5.00 pm on Saturdays and Sundays; and

(iii) any other time permitted by the Owners Corporation or Executive Committee or building manager if a building manager has been appointed for the Strata Scheme.

19 Floor coverings, window coverings and balconies

(a) An Owner of a lot must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.

(b) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

(c) An Owner of a Lot must not enclose the balcony of a Lot.

(d) An Owner of a lot can only install a window covering in accordance with the requirements of the Architectural Code.

20 Garbage disposal

20.1 Residential Owners and Occupiers

(a) An Owner or Occupier of a Residential Lot must:

(i) place their:

(A) garbage or waste in the Residential Garbage Chutes designated by the Owners Corporation for that purpose; and

(B) recyclable material in the Residential Recycling Bins.

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(ii) ensure any garbage receptacle contained within a Lot, or on such part of the Common Property as may be authorised by the Owners Corporation, is maintained in a clean and dry condition and adequately covered;

(iii) ensure that before refuse, recyclable material or waste is placed in a Residential Garbage Chute or in a Residential Recycling Bin It is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines;

(iv) promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that item was spilled; and

(v) not dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant Law applying to the disposal of such waste.

(b) The Owners Corporation must arrange for the collection of all garbage and recyclable materials from the Residential Refuse Room by the relevant Authority.

20.2 Commercial Owners and Occupiers

(a) An Owner or Occupier of a Commercial Lot must:

(i) ensure that refuse, recyclable material or waste is placed in a receptacle within their Lot or in a receptacle in the Commercial Refuse Room;

(ii) in the case of refuse, ensure It is securely wrapped or, in the case of tins or other containers, ensure they are completely drained, or, in the case of recyclable material or waste, ensure it is separated and prepared in accordance with the applicable recycling guidelines;

(iii) promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that Item was spilled; and

(iv) not dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant Law applying to the disposal of such waste.

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(b) The Owner or Occupier of a Commercial Lot must make their own arrangements for the collection of garbage and recyclable materials for their respective Lots.

21 Air conditioning equipment

21.1 Air Conditioning installed at the time of registration of the Strata Scheme

(a) Owners have the exclusive use and enjoyment of the Air Conditioning Components of any split system air conditioning system which services that Owner's Lot at the time of registration of the Strata Plan.

(b) Owners whose Lots have Air Conditioning Components installed at the time of registration of the Strata Plan are responsible for the repair, maintenance and replacement of any such Air Conditioning Components.

(c) This by-law also applies to the Owners of Lots which have Air Conditioning Components which are located in the Common Property Plant Rooms. Access to the Common Property Plan Rooms must be arranged with the building manager (if one is appointed for the Strata Scheme) or the Executive Committee.

21.2 Installation of Air Conditioning by the Developer

(a) Notwithstanding any other by-law or rule applicable to the Strata Scheme, for so long as the Developer is the registered proprietor of a Lot, the Developer may install Air Conditioning Components in any such Lot and in Common Property to the extent required to service the applicable Lot without the prior written approval of the Owner Corporation.

(b) Any installation carried out pursuant to this clause will be at the cost of the Developer.

(c) The Owner of a Lot which has air conditioning installed by the Developer pursuant to this clause will be responsible for the repair, maintenance and replacement of the Air Conditioning Components associated with that Lot. The Developer will only be responsible for any such Air Conditioning Components from the date of installation until the dale the Lot is owned by someone other than the Developer.

21.3 Installing Air Conditioning

(a) An Owner or Occupier of a Lot in the Strata Scheme must not, without the prior written approval of the Owners Corporation, install any Air Conditioning Components in the Common Property for the purposes of servicing the Lot.

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(b) An Owner of a Commercial Lot may only install a split system air conditioning unit in a Commercial Lot if the proposal is for the condenser unit associated with the air conditioning unit to be installed in the Common Property of the basement car park in the area designated for the installation of condenser units for that Lot (as specified in the Architectural Code) and provided;

(i) prior written approval is first obtained from the Owners Corporation; and

(ii) the provisions of the Architectural Code In relation to installation are followed.

(c) The Owner of a Lot who installs a split system air conditioning unit in accordance with this by-law must:

(i) comply with the requirements and directions of the Owners Corporation, the Architectural Code and the relevant Authority in relation to the installation of the split system air conditioning unit, including but not limited to directions in relation to the location of the condenser unit;

(ii) only make those alterations to the Common Property lo install the air conditioning unit as are reasonably necessary; and

(iii) carry out the installation at its own cost.

(d) An Owner or Occupier of a Lot who has installed air conditioning pursuant to this clause must:

(i) keep and maintain the Air Conditioning Components in a state of good and serviceable repair and make good any damage caused to the Common Property as a result of the installation of the air conditioning;

(ii) comply with the requirements of all relevant Laws and Authorities and the Owners Corporation in connection with the installation, operation, repair and maintenance of the Air Conditioning Components; and

(iii) indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, maintenance, replacement or removal of the Air Conditioning Components on the Common Properly including liability under section 65(6) of the Act in respect of any property of the Owner of a Lot.

(e) The Owners Corporation may make rules and regulations regarding the type, size and quality of any Air Conditioning Components which may be operated and installed in

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the Strata Scheme in addition to those outlined in the Architectural Code. Any Owner or Occupier of a Lot in the Strata Scheme must comply with any such rules or regulations.

22 Barbeque equipment

(a) An Owner or Occupier of a Residential Lot must not store or operate portable barbeque equipment on the balcony of the Residential Lot unless the barbeque equipment:

(i) will not or is not likely to cause damage or danger to persons or property;

(ii) if the use of the barbecue equipment causes smoke, odours or noise to be permitted to other Lots in the Strata Scheme and such emissions cause a nuisance to other Owners and Occupiers of Lots in the Strata Scheme;

(iii) is maintained in a clean and tidy condition at all times;

(iv) is used between outside the hours of 10.00am and 9.00pm unless otherwise approved by the owner's Corporation; and

(v) is used only in accordance with these by-laws.

23 Lift Lobby Restrictions

For the purposes of hazard management, the Owners Corporation must ensure that the Common Property lift lobbies servicing Tower 1 located on the north-east corner of Prominence and Tower 2 located on the north-west corner of Prominence are not used for the storage of combustible goods. The lobbies must not contain furniture, artwork and/or other fixtures and fittings and must remain sterile with the exception of painted masonry or plasterboard walls and carpeted floors.

24 Keeping of animals

(a) An Owner or Occupier of a Lot shall be entitled to keep a domestic pet on a Lot provided that the domestic pet:

(i) does not disturb Owners and Occupiers of other Lots;

(ii) does not endanger the health and safety of Owners and Occupiers of other Lots;

(iii) is not unreasonably noisy; and

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(iv) is not an animal which may not be kept as a domestic pet pursuant to any Law.

(b) In keeping a domestic pet on a Lot in accordance with this by-law, an Owner or Occupier of a Lot must comply with the requirements of all Laws and all relevant Authorities and the Owners Corporation.

(c) The Owners Corporation may order a person to remove a domestic pet from a Lot if the Owners Corporation determines that in keeping the domestic pet, the Owner or Occupier has not met or has breached the conditions set out in sub clause (a).

25 Car wash bays

(a) The Car Wash Bays may only be used by Owners and Occupiers of Residential Lots for car washing purposes.

(b) Owners and Occupiers of Commercial Lots are not entitled to use the Car Wash Bays referred to in subclause (a).

(c) When using the Car Wash Bays, Owners and Occupiers must:

(i) not park in the Car Wash Bays except for the purpose of washing a car;

(ii) only wash vehicles during the hours nominated by the Owners Corporation;

(iii) not unreasonably obstruct the use of a Car Wash Bays by another Owner or Occupier;

(iv) after washing a vehicle, turn off all taps and return the relevant Car Wash Bays to a clean and tidy state; and

(v) comply with all requirements of the Owners Corporation regarding use and maintenance of the Car Wash Bays.

(d) If the Owners Corporation considers it necessary to clean, repair, maintain or replace the Car Wash Bays and incurs costs in conducting such works, the Owners of Residential Lots must contribute to such costs in shares proportional to the unit entitlement of each Residential Lot.

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26 Appearance of Lot

The Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of Prominence.

27 Change in use of Lot

(a) The Owner or Occupier of a Lot must not change the existing use of a Lot without first obtaining the prior written approval of the Owners Corporation.

(b) If a change in existing use of a Lot which occurs pursuant to sub clause (a) of this by-law increases insurance premiums for the Strata Scheme, the Owner or Occupier of the Lot must immediately reimburse the Owners Corporation for an amount equal to the increase in premium and must continue to pay the additional premium relating to the change of use for all future renewals while the relevant use continues.

28 Leasing or licencing of Lots

(a) This by-law applies to any Lot in the Strata Scheme which is leased or licensed.

(b) If an Owner or Occupier of a Lot in the Strata Scheme leases or licences the Lot, the owner or Occupier must:

(i) ensure that the lessee or licensee of the Lot receives a copy of the most recent version of these by-laws, and a copy of any changes made to these by-laws from time to time;

(ii) take all steps to ensure that the lessee or licensee complies with these by-laws and any notice from the Owner's Corporation or anyone employed by the Owners Corporation to manage the Strata Scheme (including a strata managing agent or building manager); and

(iii) promptly respond lo or comply with any notice from the Owner's Corporation or anyone employed by the Owners Corporation to manage the Strata Scheme (including a strata managing agent or building manager) in connection with the lessee or licensee.

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29 Preservation of fire safety

The Owner or Occupier of a Lot must not do any thing or permit any invitees of the Owner or Occupier to do any thing on the Lot or Common Property that is likely to affect the operation of fire safety devices on the Land or to reduce the level of fire safety in the Lots or Common Property.

30 Prevention of hazards

The Owner or Occupier of a Lot must not do any thing or permit any invitees of the Owner or Occupier to do any thing on the Lot or Common Property that is likely to create a hazard or danger to the Owner or Occupier of another Lot or any person lawfully using the Common Property.

31 Provision of amenities or services

(a) The Owners Corporation may determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots in respect of the Common Property:

(i) security services;

(ii) promotional services;

(iii) advertising;

(iv) commercial cleaning;

(v) domestic services;

(v) garbage disposal and recycling services;

(vii) electricity, water or gas supply;

(viii) telecommunication services (for example, cable television and mobile antennas);

(ix) landscaping and gardening services;

(x) repair, maintenance and building services; and

(xi) building management services.

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(b) If the Owners Corporation makes a determination in accordance with subclause (a) to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the determination the amount for which, or the conditions on which, it will provide the amenity or service.

(c) The Owners Corporation must use reasonable endeavours to ensure that any arrangement entered into pursuant to this by-law is entered into with a suitably qualified or licensed person.

32 Controls on hours of operation and use of facilities

(a) The Owners Corporation may, acting reasonably, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of a Lot or the Lots and Common Property of the Strata Scheme:

(i) that commercial or business activities may be conducted on a Commercial Lot only during certain times; and

(ii) that facilities situated on the Common Property may be used only during certain times or on certain conditions,

provided that the determination must not operate to prevent the operation of a restaurant or cafe on a Commercial Lot during hours which are permitted and consented to by an Authority.

(b) An Owner or Occupier of a Lot must comply with a determination referred to in subclause (a).

33 Security

33.1 The Owners Corporation may take measures to ensure the security of and to preserve the safety of the Common Property and the Lots from fire and other hazards by:

(a) closing off any part of the Common Property not required for access to a Lot on either a temporary or permanent basis; and/or

(b) otherwise restricting the access to or use by an Owner or Occupier of any part of the Common Property.

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33.2 **Restricted Access**

The Owners Corporation may restrict access to certain parts of the Common Property by issuing Access Control Devices to the Owners of Lots and any persons authorised by the Owners Corporation.

33.3 **Fees**

(a) The Owners Corporation may charge a reasonable fee for an additional or replacement Access Control Device required by an Owner.

(b) An Owner must exercise a high degree of caution and responsibility in making an Access Control Device available for use by an Occupier and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure:

(i) the return of the Access Control Device to the Owner or the Owners Corporation; and

(ii) that an Occupier complies with by-law 33.4 in relation to an Access Control Device.

33.4 **Access Control Device**

A person to whom a Access Control Device is made available must:

(a) not duplicate or copy the Access Control Device;

(b) immediately notify the Owners Corporation if the Access Control Device is lost, stolen or misplaced;

(c) when requested by the Owners Corporation, immediately return the Access Control Device to the Owners Corporation; and

(d) take all reasonable steps to safeguard the Access Control Device against loss, damage or theft.

34 Use of the Commercial Lot

(a) An Owner or Occupier of a Commercial Lot is only entitled to use the Commercial Lot:

(i) in accordance with the terms of these by-laws; and

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(ii) for any purpose approved by the relevant Authority and the Owners Corporation in connection with the use and occupation of any business conducted on the Commercial Lot, With the exception that the Owner or Occupier of a Commercial Lot is not required to obtain the consent of the Owners Corporation to the following uses:

(A) cafe;

(B) restaurant;

(C) delicatessen;

(D) contemporary corner store;

(E) commercial shop;

(F) professional office suite; or

(G) any combination of the above.

(b) Subject to subclause (d) an Owner or Occupier of a Commercial Lot may install or erect within the Commercial Lot equipment, furniture, including any fit-out works, and any other item in connection with the use of or any business conducted on, the Commercial Lot, provided it has first obtained approval from the Owners Corporation (such consent not to be unreasonably withheld) and from any relevant Authority and meets all requirements and obligations set out in these by-laws.

(c) The Owners Corporation must if requested to do so by the Owner or Occupier of a Commercial Lot endorse any application or other document which is reasonably required by the Owner or Occupier of a Commercial Lot in relation to any of the proposed uses set out in by-law 34(a) or any other use approved by the owners Corporation.

(d) An Owner of a Commercial Lot may not install any item or structure which, in the opinion of the Owners Corporation:

(i) constitutes an extension or addition to the Commercial Lot; or

(ii) adversely interferes with the use and enjoyment of the Residential Lots and / or the Common Property by the other Owner or Occupier of the Residential Lots and / or the users of the Common Property.

(e) An owner or Occupier of a Commercial Lot:

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(i) is responsible for the proper care, maintenance and reinstatement of the Commercial Lot;

(ii) must, in connection with the Commercial Lot, maintain with an insurer approved by the Owners Corporation and in a form approved by the Owners Corporation a public liability insurance policy for a minimum amount of $10 million for any one event (or any other amount nominated from time to time by the Owners Corporation) and insuring against damage to and loss of property, injury and death;

(iii) must provide the Owners Corporation with copies of policies taken out in accordance with this by-law; and

(iv) must maintain the insurance policies referred to in subclause (e)(ii) and ensure that the Owners Corporation is noted as an interested party in such policies.

(f) The Owners Corporation and its agents, employees or contractors may, by reasonable notice to the Owner or Occupier of a Commercial Lot, enter the Commercial Lot at any time for the purposes of carrying out its functions pursuant to these by-laws. In the case of an emergency, the Owners Corporation is not required to give notice prior to entering the Commercial Lot.

(g) An Owner or Occupier of a Commercial Lot may erect, attach or use signs in connection with the business conducted on the Commercial Lot if the Owner or Occupier:

(i) obtains the consent of all relevant Authorities and the Owners Corporation to the signage, including but not limited to approval of the location, size and type of sign (such consent not to be unreasonably withheld if compliant with the Architectural Code);

(ii) ensures that each sign complies with these by-laws and the Architectural Code;

(iii) takes proper care of, repairs and maintains each sign and keeps in a state of good and serviceable repair the area on which any such sign is erected or attached; and

(iv) effects and maintains appropriate public liability Insurance in respect of each sign erected by or on behalf of that Owner or Occupier.

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(h) An Owner or Occupier of a Commercial Lot shall ensure that its customers, patrons, clients or other invitees do not access or attempt to access the Courtyard for any purpose.

(i) An Owner or Occupier of a Commercial Lot must ensure that:

(i) the glass frontage of the Commercial Lot is kept clean at all times; and

(ii) if the glass frontage is broken or cracked, it is replaced or repaired immediately.

35 Exclusive Use of Common Property Outdoor Space - Commercial Lots

(a) The Owners of the Commercial Lots have exclusive use and enjoyment of the Common Property outdoor space directly adjacent to the respective Commercial Lot (Outdoor Space) as allocated to each Commercial Lot and as marked on the plan annexed to the Architectural Code and subject the conditions noted in clause 35(b).

(b) The Owner of a Commercial Lot:

(i) must only use the Outdoor Space for a purpose which is directly associated with the use and occupation of the business conducted on the respective Commercial Lot and must not use it for the purpose of conducting any other form of business;

(ii) is permitted to install, erect, place and keep on the Outdoor Space any item of outdoor furniture (including but not limited to tables, chairs, heaters, umbrellas, display units, stands and barriers) without the prior approval of the Owners Corporation, if such items are not a permanently affixed to the ground of the Outdoor Space and do not serve the purpose of enclosing the Outdoor Space and provided that such items are kept in a tidy and presentable manner;

(iii) must obtain the approval of the Owners Corporation in accordance with by-law 7 prior to installing, erecting or affixing any item or carrying out any works which require the Owner of a Commercial Lot to mark, paint, drive nails or screws or the like into, or otherwise damage or deface or enclose, any part of the Outdoor Space;

(iv) must comply with all Laws, directions of any Authority and the by-laws applicable to Prominence from time to time when using the Outdoor Space including but not limited to directions and obligations regarding noise, appearance and use;

(v) must ensure (and is responsible for maintaining at all times) access through the Outdoor Space for disabled persons;

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(vi) is responsible for and must maintain and keep the designated Outdoor Space associated with the relevant Commercial Lot (including any items kept on the Outdoor Space by the Owner of the Commercial Lot) in a state of good and serviceable repair at all times; and

(vii) accepts liability for any damage caused to any part of the Common Property in the Outdoor Space as well as the responsibility to make good that damage immediately after it has occurred (at its own cost).

36 Grease Trap

(a) The Owners of the Commercial Lots have exclusive use and enjoyment of the Grease Trap for the purpose of keeping a grease trap to service such Lots.

(b) With the prior written consent of the Owners Corporation (which shall not be unreasonably withheld), the Owner of a Commercial Lot may alter the Common Property to the extent necessary to procure the use of the Grease Trap to service the Commercial Lot.

(c) Each Owner of a Commercial Lot shall have the benefit of the rights in this by-law and must jointly with the other Commercial Lot Owners having such rights, maintain, repair and clean the Grease Trap on a regular basis and in accordance with the requirements of all relevant Authorities and all Laws and the Owners Corporation.

(d) The Owners of the Commercial Lots are responsible for all costs incurred in respect of the Grease Trap whether arising from compliance with this by-law or otherwise in an amount proportionate to their respective use of the Great Trap as determined by the Owners Corporation from time to time.

37 Commercial Refuse Room and Commercial Toilet

(a) The Owners of the Commercial Lots have exclusive use and enjoyment of the Commercial Refuse Room and the Commercial Toilet.

(b) The owners and Occupiers of Commercial Lots must not leave any refuse on the Common Property or in any other receptacle other than the receptacles available in the Commercial Refuse Room.

(c) The owner of a Commercial Lot shall have the benefit of the rights in clause **Error! Reference source not found.** and must jointly with the other Commercial Lot Owners having such rights maintain, repair and clean the Commercial Refuse Room and Commercial Toilet on a regular basis in accordance with the requirements of the

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Owners Corporation and, to the extent applicable, the requirements of all relevant Authorities and Laws.

(d) The Owners of the Commercial Lots are responsible for the costs incurred in respect of the Commercial Refuse Room and the Commercial Toilet under this by-law in an amount proportionate to their respective use as determined by the Owners Corporation from time to time.

38 Toilet Facilities - Commercial Lots

The Owners Corporation will consent to the installation of toilet facilities in a Commercial Lot if the Owner of a Commercial Lot is required to install such facilities in accordance with the requirements of any Authority or any Law in order to carry on its intended use.

39 Commercial Exhaust

(a) The Owners of the Commercial Lots have exclusive use and enjoyment of the Commercial Exhaust.

(b) The owner of a Commercial Lot shall have the benefit of the rights in this by-law and must jointly with the other Commercial Lot Owners having such rights maintain, repair and clean the Commercial Exhaust on a regular basis in accordance with the requirements of the Owners Corporation and, to the extent applicable, the requirements of all relevant Authorities and Laws.

(c) The Owners of the Commercial Lots are responsible for the costs incurred in respect of the Commercial Exhaust under this by-law in an amount proportionate to their respective levels of use of the Commercial Exhaust as determined by the Owners Corporation from time to time.

40 Compensation to Owners Corporation

(a) An Owner or Occupier of a Lot in the Strata Scheme must compensate the Owners Corporation for any damage lo Common Property or personal property vested in the Owners Corporation caused by or contributed to by the Owner or Occupier or their invitee.

(b) An Owner or Occupier of a Lot in the Strata Scheme Is liable to reimburse the Owners Corporation for any costs incurred by the Owners Corporation in connection with a breach of these by-laws by the Owner or Occupier or any person under their control.

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41 Air conditioning system- Lot 76

The Owner of Lot 76. must (at the Owner's cost):

(a) keep and maintain the air conditioning system (including all Air Conditioning Components erected to or attached to Lot 76 and/or the Common Property) servicing and/or connected to Lot 76, in a state of good and serviceable repair;

(b) replace the air conditioning system (including any Air Conditioning Components) as required from time to time;

(c) comply with the requirements of all relevant Laws and Authorities and the Owners Corporation in connection with the operation, repair and maintenance of the air conditioning system (including all Air Conditioning Components on Lot 76 and/or Common Property); and

(d) indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, maintenance, replacement or removal of the air conditioning system (including all Air Conditioning Components) on the Common Property including liability under section 65(6) of the *Strata Schemes Management Act 1996* in respect of any property of the Owner of Lot 76.

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ANNEXURE A – ARCHITECHTURAL CODE

prominence

PROMINENCE
1 GRANDSTAND PARADE
VICTORIA PARK
ZETLAND 2017

Architectural Code
FEBRUARY 2008

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INTRODUCTION:

This Code has been prepared as part of the By-Laws for the Strata Scheme.

The intent of the material is to guide decisions by the Executive Committee (EC) related to proposals by owners to add various elements to the internal and external areas of the building.

The recommendations are aimed to contibuing the high design standards established at Prominence and are meant to ensure that property vehles and amenity are not compromised.

The recommendations are based on comoatibility with the architectural character of Prominence. The EC will assess written requests from int owners for works on the basis of specific need and circumstance.

Decisions will be made related to design based on the aesthetic preferences established by the EC. Note that any external fixtures to units orithat are visible from other units must be applied for in writing.

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DESIGN ELEMENTS:

1. BALCONIES
2. BASEMENT STORAGE
3. BLINDS/WINDOW COVERINGS/TINTING
4. CLOTHES LINES
5. COLOURS
6. INSECT SCREENS
7. SECURITY SCREENS
8. SUNSHADES
9. AIR CONDITIONING

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1. BALCONIES:
Balconies must not to be used for any storage of items, such as bicycles, cabinets, bins, boxes, sofas etc. Pots for plants and outdoor furniture that match or are similar in colour to adjacent building elements are permitted.

2. BASEMENT STORAGE
Storage items in the basement car parkimust be enclosed in a storage unit approved by the Body Corporate.

3. BLINDS/WINDOW COVERINGS/TINTING:
Window coverings should be contemporary in design in keeping with the style of the building.
There is a preference for simple, unobtrusive window coverings which are neutral to the external façade. A white or grey exterior surface is permitted. Examples of acceptable window coverings are:

1. Suntex Roller Blind in Santorini (White)
2. Suntex Roller Blind in Naples(Grey)

Samples can be obtained from the Building Manager.
External shutters will only be considered in special circumstances and would need to match those already on the building.

Window tinting is not permitted.

4. CLOTHES LINES:

Refer to By Law Clause 12.

5. COLOURS
Prominence has a vibrant and interesting colour scheme. External areas are common property and the Owners Corporation is responsible for maintenance and painting. Original colours will be used.

6. INSECT SCREENS
Aluminium windows and doors were site measured and manufactured byTotal Glass and Aluminium Pty Ltd.
Total Glass and Aluminium's recommended insect screen supplier is:
Safeguard Security Systems Pty Ltd
Contact: Stuart Jaegar – 0410 002 084

Screens must be aluminium powdercoated black frames with charcoal mesh

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7. SECURITY DOORS & SCREENS

Security doors and screens should be as unobtrusive as possible. The design of any external security door to ground level apartments should relate to the character of the front fence and gate. For internal apartments, a uniform type is required and must be in a simple pattern, and the colour must match apartment entry doors in common interior area.

8. SUNSHADES

PERMANENT

Permanent sunshades will have a substantial visual impact on the external facades.
Permanently fixed sunshades may only be considered where there is demonstrated need for such devices.

Any permanent sunshades must be approved by the Body Corporate prior to installation.

Any approved sunshades must have minimal visual impact, be retractable and be fixed as unobtrusively as possible to the underside of concrete slabs or other building elements where possible. The colour of any sunshade must relate to the colour of adjacent building elements or be white.

TEMPORARY

Sunshade umbrellas are suitable for use in courtyards, terraces and on balconies where space permits. Black, white or neutral colours are preferred and umbrellas should be secured against wind. Umbrellas must be retracted when not in use.

9. INSTALLATION OF AIR CONDITIONING

a) Subject to Clause 21 of the by-law, an owner or occupier of a lot in the strata scheme must not install any air conditioning equipment without the prior written approval of the Owner's Corporation.
b) The applicant must comply with the terms of by-law clause 21 and seek consent from the relevant authorities if required
c) The applicant must provide plans of the work and details of the type of air conditioning unit.
d) The applicant must adhere to the engineer developed installation/location guidelines for Prominence. The guidelines are available from the building manager upon request.
e) Any common property affected by the installation (eg window and door frames/common property) must be suitably reinstated.
f) Any part of the installation visible from outside the building when standing on common property or in a public street must by covered and screened in accordance to the installation guidelines (available from the Building Manager).

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g) Operation may not generate noise in excess of 5dba at any time measured from any adjoining residential lots.

EXECUTIVE COUNCIL APPROVAL IN WRITING NEEDED FOR:

1. Basement Storage
2. Blinds and Window coverings
3. Insect Screens
4. Security doors and Screens
5. Sunshades
6. Air conditioning Units

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ANNEXURE 1 - Signage specifications for Commercial Lots and ground floor Residential Lots

ANNEXURE 1

Signage specifications for Commercial Lots and ground floor Residential Lots

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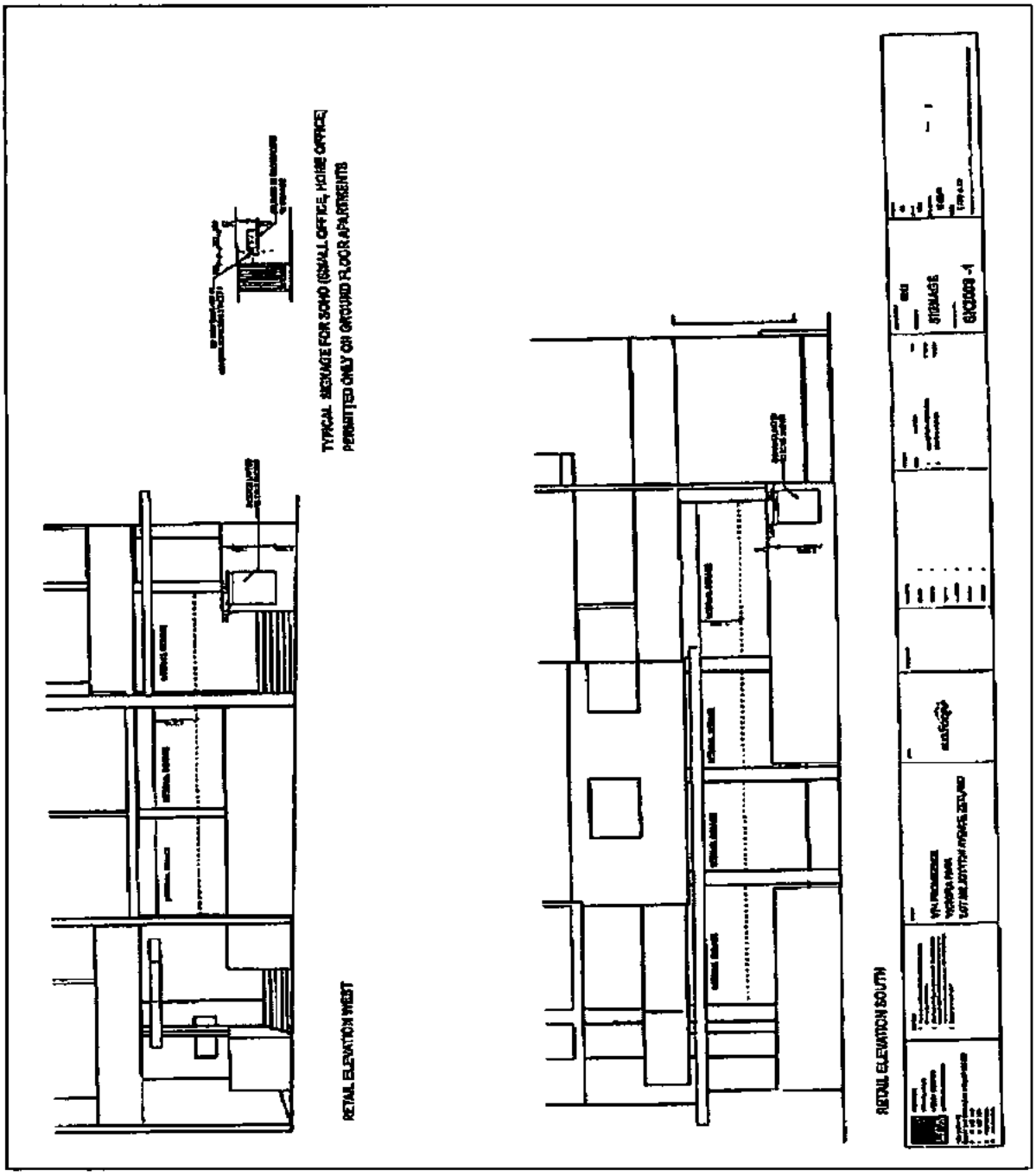

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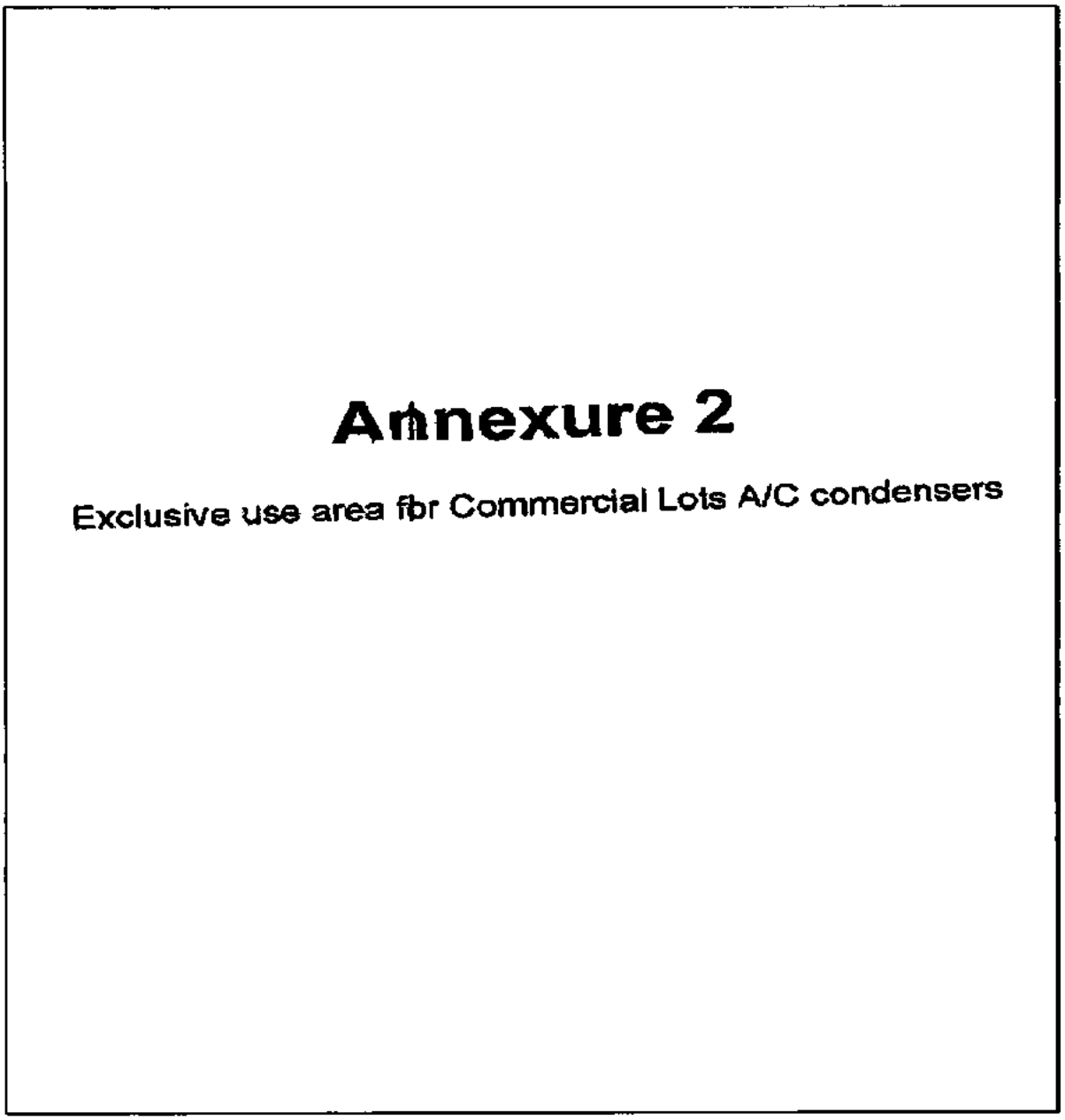
ANNEXURE 2 - Exclusive use area for Commercial Lots A/C condensers



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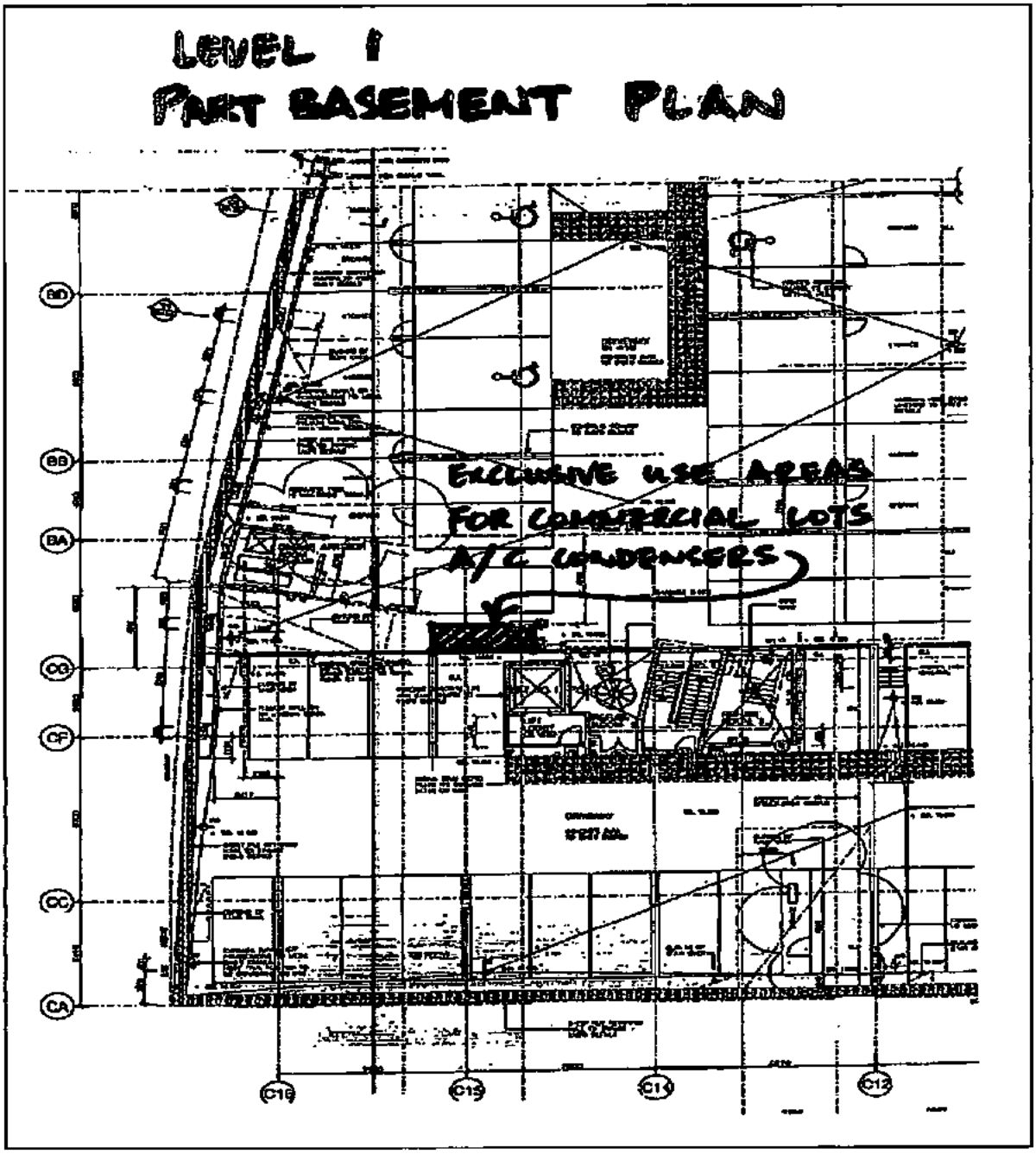

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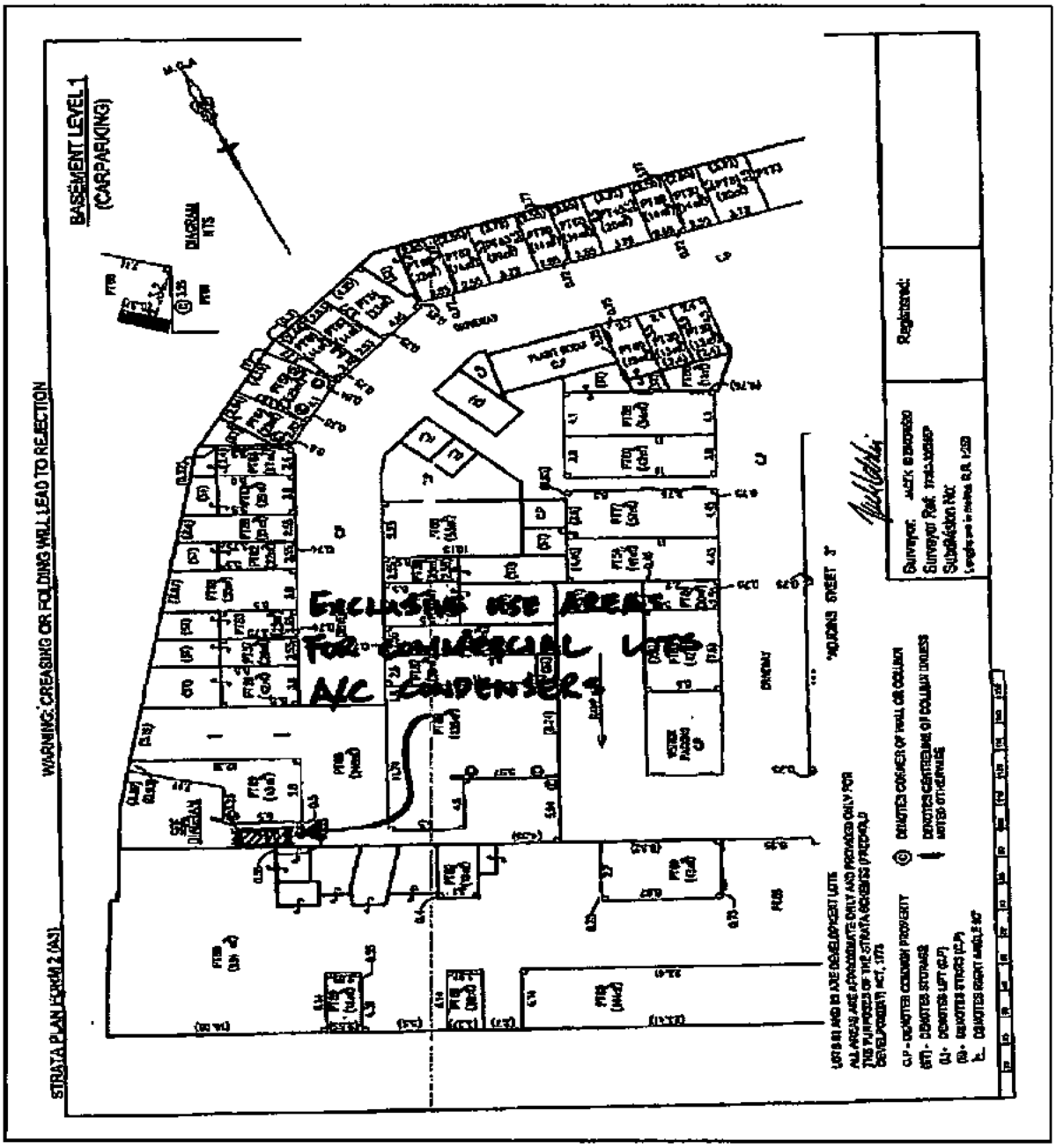

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ANNEXURE 3 – Exclusive outdoor use for Commercial Lot owners

Annexure 3

Exclusive outdoor use for Commercial Lot owners

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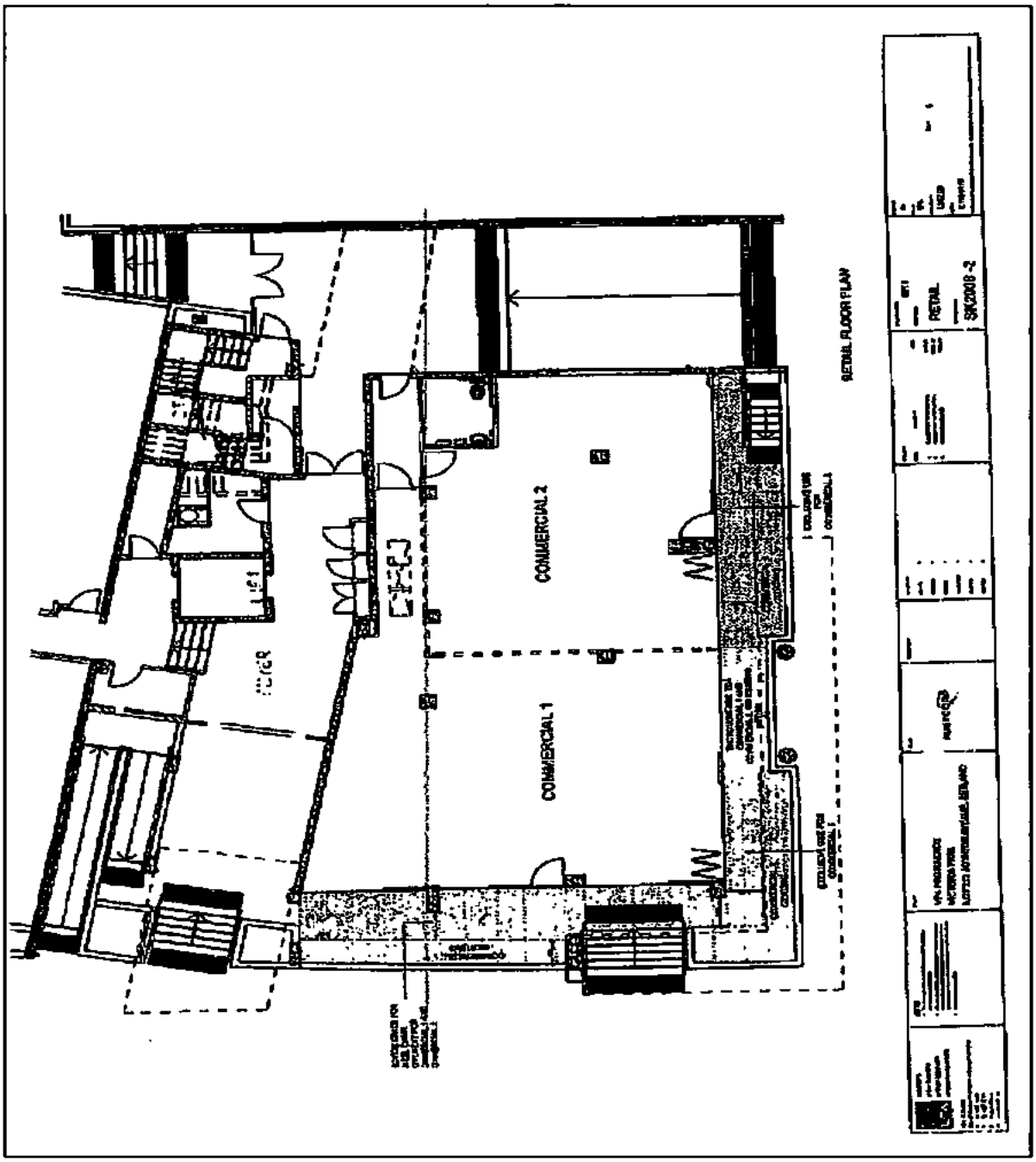

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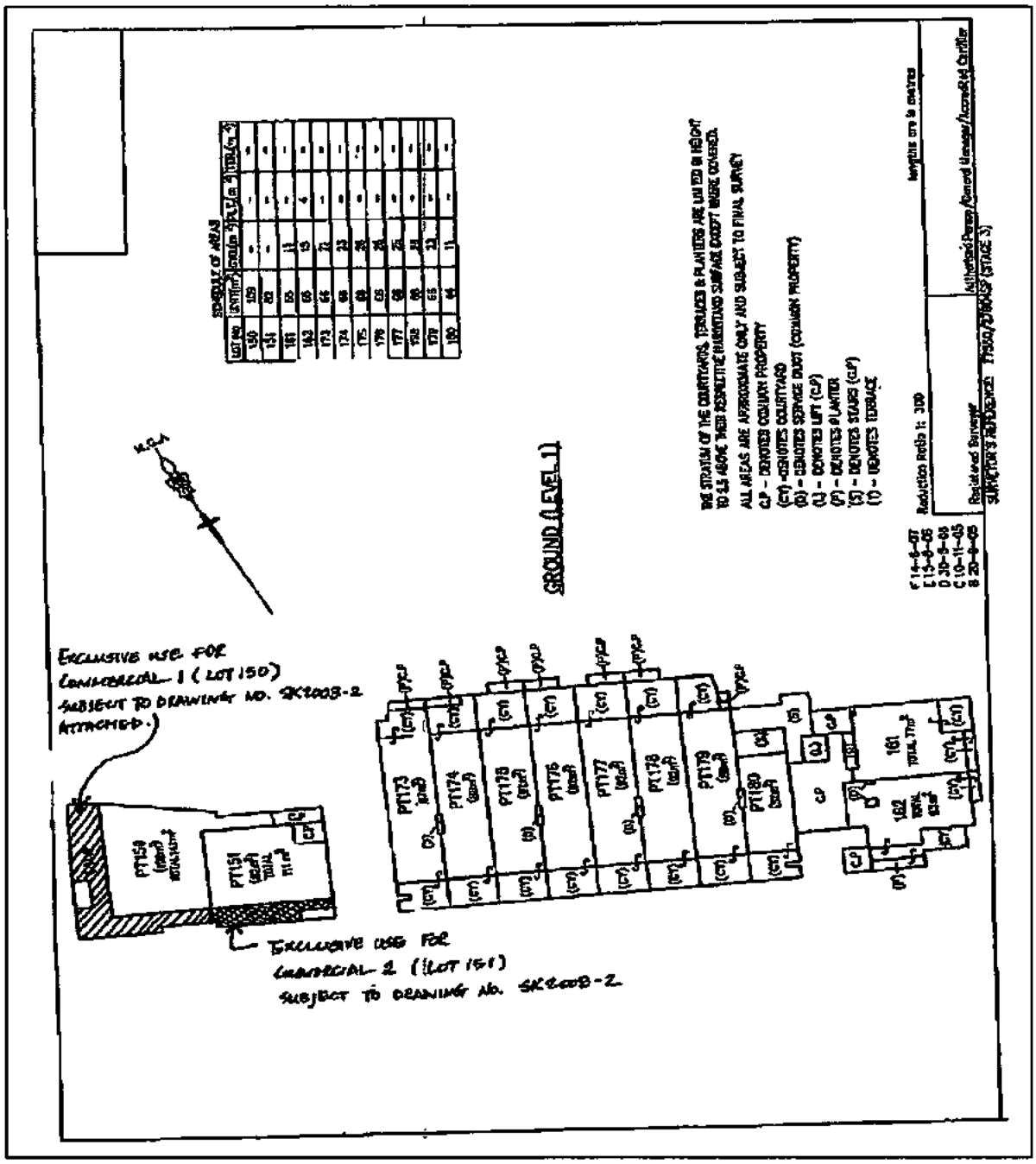

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CHANGES TO BY-LAWS

ADDED SPECIAL BY-LAW No. 1 – Exclusive Use – Lot 149 (Dealing AE401333)

(a) The Owner of Lot 149 has the special privilege and right to install a spa (including all ancillary components, pipe work, parts and fixtures relating to the spa) in Lot 149 and on the Common Property within Lot 149 (**Spa Works**) subject to the following conditions:

(i) The Spa Works must be carried out by the Owner of Lot 149 (at the Owner's own cost) strictly as follows:

(A) the spa is to be installed on the northern boundary of Lot 149

(B) any pump, heater and any ancillary pipe work, is to be installed on the Common Property along the northern wall of bedroom 1 of Lot 149, the extremities not protruding further than 1800 millimetres from the balustrade

(C) a screen and all necessary sound proofing material is to be installed by the Owner of Lot 149 ensuring that the spa (and its ancillary components) are structurally sound and vibration proof at all times, and

(D) the Owner of Lot 149 is permitted in carrying out the Spa Works to core drill through the Common Property balcony balustrade, to a maximum of 200 millimetre by 200 millimetre to allow pipe work to be installed.

(ii) While carrying out the Spa Works the Owner of Lot 149 must:

(A) ensure that the Spa Works are carried out in a proper and workmanlike manner, by duly licensed contractors and only between the hours of 9am and 5pm, Monday to Saturday

(B) transport all construction materials, equipment and debris and other material, in the manner reasonably directed by the Owners Corporation

(C) not create noise that causes unreasonable discomfort, disturbances or interference with the activities of any other occupier of the building

(D) comply with the requirements of the Owners Corporation in relation to compliance with any by-laws and any relevant Authority concerning the performance of the Spa Works.

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(iii) The Owner of Lot 149 has the exclusive use right of the Common Property affected by the Spa Works and is responsible for properly maintaining and keeping the Common Property to which the Spa Works are erected or attached in a state of good and serviceable repair and/or replacing all components of the Spa Works installed by the Owner of Lot 149 on Lot 149 and the Common Property, if considered necessary by the Owners Corporation.

(iv) Following the installation of Spa Works, the Owner of Lot 149 has the right to access the Common Property area affected by the Spa Works for the purpose of carrying out the repair and maintenance obligation referred to in paragraph (iii) above.

(v) The Owner of Lot 149 must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, maintenance or replacement of the Spa Works on the Common Property and will pay those amounts to the Owners Corporation upon request.

(i) The Owner of Lot 149 accepts liability for any damage caused to any part of the Common Property as a result of the erection, attachment, removal or replacement of the Spa Works to the Common Property and the responsibility to make good that damage (at the cost by the Owner of Lot 149) immediately after it has occurred.

ADDED SPECIAL BY-LAW No. 2 – Exclusive Use – Lots 148 & 149 Common Property Boundary between the Lots (Dealing AE401333)

(a) The Owner of Lot 148 and 149 jointly and severally have the exclusive use right of the Common Property air space dividing Lots 148 and 149 as marked on the Strata Plan (Air Space A).

(b) The Owner of Lot 148 and 149 jointly and severally, have the special privilege (with the mutual agreement of the Owners of Lot 148 and 149 - if they are not the same person/entity) to install a wall or other dividing structure on Air Space A only with the prior written approval of the Owners Corporation (such consent will not be unreasonably withheld).

ADDED SPECIAL BY-LAW No. 3 – Exclusive use – Lots 148, 149 & 160 – Air Conditioning System (Dealing AE401333)

(a) The Owner of Lot 148, 149 and 160 have exclusive use right of that part of the Common Property on which the air conditioning system (including all Air Conditioning Components) which services both these Lots is located (Lots Air Conditioner).

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(b) The Owner of Lots 148, 149 and 160 is responsible for properly maintaining and keeping the Common Property where the Lots Air Conditioner is located in a state of good and serviceable repair and/or replacing all components of the Lots Air Conditioner that the Owners Corporation feels is necessary.

(c) The Owner of Lots 148, 149 and 160 has the right to access that part of the Common Property area on which the Lots Air Conditioner is located for the purpose of carrying out the repair and maintenance obligations noted in paragraph (b) above provided that access pursuant to this provision must be arranged with the building manager (if one is appointed for the Strata Scheme) or the Executive Committee before the right of access is exercised by the Owner of Lots 148, 149 and/or 160.

(d) The Owner of Lots 148, 149 and 160 must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the Owner not performing maintenance obligations as set out above.

(e) The Owner of Lots 148, 149 and 160 accepts liability for any damage caused to the Common Property as a result of the maintenance or removal of the Lots Air Conditioner and is responsible to make good that damage (at the cost of the Owners of Lots 148, 149 and 160) immediately after it has occurred.

ADDED SPECIAL BY-LAW No. 4 – Exclusive Use – Lots 14 & 15 (Dealing AE401333)

(a) On the conditions set out below the Owner of Lots 14 and 15 shall have a special privilege in respect of the Common Property to install timber railing along the top of the existing balcony balustrade, located on the balcony which forms part of each Lot, in accordance with the plans attached to these by-laws and marked "A", but only those balustrades fronting Grandstand Parade and O'Dea Avenue.

(b) In this by-law

Works means the installation of the timber railing along the top of the existing balcony balustrade and increasing the height of the iron gate to 1,690mm provided that the style of gate is identical in design and finish to that existing prior to the date of this bylaw.

(c) The Works are at the sole cost of the Owner of Lot 14 and 15.

(d) The special privilege granted to the Owner of Lots 14 and 15 under this by-law are subject to each Owner of each Lot undertaking the Works. If the Owner of either Lot 14 or 15 does not undertake the Works then the Owner of the other Lot is also unable to undertake the Works, and the special privilege granted under this by-law is revoked.

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(e) Before starting the Works the Owner must provide the Owners Corporation with:

(i) a copy of the proposed application to be lodged with the local Council, including all drawings, specifications, conditions and notes. If an application to the local Council is not required, then prior to the commencement of the Works, a copy of all proposed plans and specifications must be lodged with the Owners Corporation for approval;

(ii) a copy of any requisite approval from the local Council (if required) including all drawings, specifications, conditions and notes;

(iii) copy of any requisite construction certificate for the Works, under part 4A of the *Environmental Planning and Assessment Act 1979*;

(iv) a copy of the certificate of insurance relating to the Works, if required under Section 92 of the *Home Building Act 1989*;

(v) evidence of currency for the duration of the Works of contractors all risk insurance cover with an insurance office of repute (incorporating cover against public risk in respect of claims of deaths, injury, accident and damage to persons or property occurring in the course of or by reason of the Works to a minimum of $20,000,000), to which the Owner is the named party and the Owners Corporation is noted as an interested party.

(f) In undertaking the Works, the Owner must by himself, his agents, servants and contractors:

(i) use the materials specified in the construction certificate in the manner specified in the plans and specifications approved in the construction certificate. If the materials or manner of the use is not specified in the construction certificate then the best quality and most appropriate materials in a proper and skilful manner will be used;

(ii) comply with all conditions and requirements of the local Council (if relevant) and must comply with the plans and specifications approved in the construction certificates;

(iii) comply with the Building Code of Australia and all pertinent Australian Standards;

(iv) not allow the obstruction of reasonable use of the Common Property in the course of the Works, by building materials, tools, machines, debris or motor vehicles;

(v) ensure that any Works involving the use of jack hammers, masonry drills or any noisy work is undertaken, between the hours of 9am and 5pm on week days (other than public holidays);

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(vi) give the residents of other Lots in the strata plan not less than 24 hours notice of the Works being undertaken;

(vii) comply with any reasonable requirement of the Owners Corporation concerning the means of entering and leaving the building for tradesman, building materials, tools and debris;

(viii) carry out the Works between 9am and 5pm on Monday to Friday (inclusive) excluding public holidays;

(ix) ensure the Works are completed within one month of their commencement;

(x) ensure the Works are carried out in a proper and workmanlike manner, by duly licensed contractors; and

(xi) comply with the requirements of the Owners Corporation in relation to compliance with any by-laws and any relevant Authority concerning the performance of the Works.

(g) Following the completion of the Works, the Owner of Lots 14 and 15 will be responsible for (at the cost of the Owners of Lots 14 and 15) the proper maintenance of the Works and keeping the Works in a state of good and serviceable repair. The Owners of Lots 14 and 15 must carry out maintenance work as required by the Owners Corporation from time to time where the Owners Corporation is of the view or opinion that the Works have deteriorated, do not maintain the aesthetic standards of the building comprised in the Strata Scheme, constitute a danger to person or property or otherwise are in a deteriorated state and condition.

(h) The Owner of Lot 14 and 15 must indemnify the Owners Corporation against any loss or damage that the Owners Corporation suffers as a result of the performance, maintenance or replacement of the Works on the Common Property and will pay those amounts to the Owners Corporation upon request.

(i) The Owner of Lot 14 or 15 accepts liability of any damage caused to any part of the Common Property as a result of the erection, attachment, removal or replacement of the Works to the Common Property and the responsibility to make good that damage (at the cost of the Owners of Lots 14 and 15) immediately after it has occurred.

ADDED SPECIAL BY-LAW No. 5 – Exclusive Use – Lot 5 (Dealing AE401333)

(a) On the conditions set out below the Owner of Lot 5 have a special privilege in respect of the Common Property to install 2 windows in the balcony of the Lot in accordance with plans

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Signatures.....
.....
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and specifications to be approved by the Owners Corporation prior to commencement of these Works (**Lot 5 Window Works**). The Lot 5 Window Works are at the cost of the Owner of Lot 5.

(b) Before starting the Lot 5 Window Works the Owner must provide the Owners Corporation with:

(i) a copy of the proposed application to be lodged with the local Council, including all drawings, specifications, conditions and notes. If an application to the local Council is not required, then prior to the commencement of the Lot 5 Window Works, a copy of all proposed plans and specifications must be lodged with the Owners Corporation for approval;

(ii) a copy of any requisite approval from the local Council including all drawings, specifications, conditions and notes;

(iii) a copy of any requisite construction certificates for the Lot 5 Window Works, under part 4A of the *Environmental Planning and Assessment Act 1979*;

(iv) a copy of a certificate of insurance relating to the Lot 5 Window Works, if required under Section 92 of the *Home Building Act 1999*; and

(v) evidence of currency for the duration of the Lot 5 Window Works of contractors all risk insurance cover with an insurance office of repute (incorporating cover against public risk in respect of claims of death, injury, accident and damage to persons or property occurring in the course of the Lot 5 Window Works to a minimum of $20,000,000.00) to which the Owner is the named party and the Owners Corporation is noted as an interested party.

(c) In undertaking the Lot 5 Window Works, the Owner must by himself, his agents, servants and contractors:

(i) use the material specified in the construction certificate in a manner specified in the plans and specifications approved in the construction certificate. If the materials or the manner of use is not specified in the construction certificate then the best quality and the most appropriate materials in a proper and skilful manner will be used;

(ii) comply with all conditions and requirements of the local Council and must comply with the plans and specifications approved in the construction certificates;

(iii) comply with the Building Code of Australia and all pertinent Australian Standards;

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(iv) not allow the obstruction of reasonable use of the Common Property in the course of the Lot 5 Window Works, by building materials, tools, machines, debris or motor vehicles;

(v) ensure that any Lot 5 Window Works involving the use of jackhammers, masonry drills or any noisy work is undertaken, between the hours of 9am and 5pm on weekdays (other than public holidays);

(vi) give the residents of the other Lots in the strata plan not less than 24 hours notice of the Lot 5 Window Works being undertaken;

(vii) comply with any reasonable requirement of the Owners Corporation concerning the means of entering and leaving the building for tradesman, building materials, tools and debris;

(viii) carry out the Lot 5 Window Works between 9am and 5pm Monday to Friday (inclusive) excluding public holidays;

(ix) ensure the Lot 5 Window Works are completed within one month of their commencement;

(x) ensure the Lot 5 Window Works are carried out in a proper and workmanlike manner, by duly licensed contractors; and

(xi) comply with the requirements of the Owners Corporation in relation to compliance with any by-laws and any relevant Authority concerning the performance of the Lot 5 Window Works.

(d) Following the completion of the Lot 5 Window Works, the Owner of Lot 5 will be responsible for (at the cost of the Owner of Lot 5) that the proper maintenance of the Lot 5 Window Works and keeping the Lot 5 Window Works in a state of good and serviceable repair.

(e) The Owner of Lot 5 must indemnify the Owners Corporation against any loss or damage that the Owners Corporation suffers as a result of the performance, maintenance or replacement of the Lot 5 Window Works on the Common Property and will pay those amounts to the Owners Corporation upon request.

(f) The Owner of Lot 5 accepts liability for any damage caused to any part of the Common Property as a result of the erection, attachment, removal or replacement of the Lot 5

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Window Works to the Common Property and the responsibility to make good the damage (at the cost of the Owner of Lot 5) immediately after it has occurred.

(g) The Owner of Lot 5 must ensure that the Lot 5 Window Works, at the time of construction and at all times thereafter, are not visible from any street. road or public thoroughfare relating to any building on any of the Strata Schemes.

ADDED SPECIAL BY-LAW No. 6 - Exclusive Use - Lot 4 (AE401333)

(a) On the conditions set out below the Owner of Lot 4 have a special privilege in respect of the Common Property to install 2 windows in the balcony of the Lot in accordance with plans and specifications to be approved by the Owners Corporation prior to commencement of these Works (**Lot 4 Window Works**). The Lot 4 Window Works are at the cost of the Owner of Lot 4.

(b) The special privilege granted to the Owner of lot 4 under this by-law is subject to the Owner lodging detailed plans and specifications of the proposed Lot 4 Window Works with the Owners Corporation for its consent. If the Owner and the Owners Corporation are unable to agree in relation to the scope of the Lot 4 Window Works then the special privilege granted under this by-law is revoked.

(c) Before starting the Lot 4 Window Works the Owner must provide the Owners Corporation with:

(i) a copy of the proposed application to be lodged with the local Council, including all drawings, specifications, conditions and notes. If an application to the local Council is not required, then prior to the commencement of the Lot 4 Window Works, a copy of all proposed plans and specifications must be lodged with the Owners Corporation for approval;

(ii) copy of any requisite approval from the local Council including all drawings, specifications, conditions and notes;

(iii) a copy of any requisite construction certificates for the lot 4 Window Works, under part 4A of the *Environmental Planning and Assessment Act 1979*;

(iv) a copy of a certificate of insurance relating to the Lot 4 Window Works, if required under Section 92 of the *Home Building Act 1999*; and

(v) evidence of currency for the duration of the Lot 4 Window Works of contractors all risk insurance cover with an insurance office of repute (incorporating cover against public risk in respect of claims of death. injury, accident and damage to persons or

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property occurring in the course of or by reason of the Lot 4 Window Works to a minimum of $20,000,000.00) to which the Owner is the named party and the Owners Corporation is noted as an interested party.

(d) In undertaking the Lot 4 Window Works, the Owner must by himself, his agents, servants and contractors:

(i) use the material specified in the construction certificate in a manner specified in the plans and specifications approved in the construction certificate. If the materials or the manner of use is not specified in the construction certificate then the best quality and the most appropriate materials in a proper and skilful manner will be used;

(ii) comply with all conditions and requirements of the local Council and must comply with the plans and specifications approved in the construction certificates;

(iii) comply with the Building Code of Australia and all pertinent Australian Standards;

(iv) not allow the obstruction of reasonable use of the Common Property in the course of the Lot 4 Window Works, by building materials, tools, machines, debris or motor vehicles;

(v) ensure that any Lot 4 Window Works involving the use of jackhammers, masonry drills or any noisy work is undertaken, between the hours of 9am and 5pm on weekdays (other than public holidays);

(vi) give the residents of the other Lots in the strata plan not less than 24 hours notice of the Lot 4 Window Works being undertaken;

(vii) comply with any reasonable requirement of the Owners Corporation concerning the means of entering and leaving the building for tradesman, building materials, tools and debris;

(viii) carry out the Lot 4 Window Works between 9am and 5pm Monday to Friday (inclusive) excluding public holidays;

(ix) ensure the Lot 4 Window Works are completed within one month of their commencement;

(x) ensure the Lot 4 Window Works are carried out in a proper and workmanlike manner, by duly licensed contractors; and

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(xi) comply with the requirements of the Owners Corporation in relation to compliance with any by-laws and any relevant Authority concerning the performance of the Lot 4 Window Works.

(e) Following the completion of the Lot 4 Window Works, the Owner of Lot 4 will be responsible for (at the cost of the Owner of Lot 4) that the proper maintenance of the Lot 4 Window Works and keeping the Lot 4 Window Works in a state of good and serviceable repair.

(f) The Owner of Lot 4 must indemnify the Owners Corporation against any loss or damage that the Owners Corporation suffers as a result of the performance, maintenance or replacement of the Lot 4 Window Works on the Common Property and will pay those amounts to the Owners Corporation upon request.

(g) The Owner of Lot 4 accepts liability for any damage caused to any part of the Common Property as a result of the erection, attachment, removal or replacement of the Lot 4 Window Works to the Common Property and the responsibility to make good the damage (at the cost of the Owner of Lot 4) immediately after it has occurred.

(h) The Owner of Lot 4 must ensure that the Lot 4 Window Works, at the time of construction and at all times thereafter, are not visible from any street, road or public thoroughfare relating to any building on any of the Strata Schemes.

ADDED SPECIAL BY-LAW No. 7 - Exclusive Use - Lot 4 (Dealing AE401333)

On the conditions set out below the Owner of Lot 4 have a special privilege in respect of the Common Property to undertake landscaping to the courtyard and balcony area of the Lot in accordance with plans and specifications to be approved by the Owners Corporation prior to commencement of these Works (**Lot 4 Landscaping Works**). The Lot 4 Landscaping Works are at the cost of the Owner of Lot 4.

(a) The special privilege granted to the Owner of Lot 4 under this by-law is subject to the Owner lodging detailed plans and specifications of the proposed Lot 4 Landscaping Works with the Owners Corporation for its consent. If the Owner and the Owners Corporation are unable to agree in relation to the scope of the Lot 4 Landscaping Works then the special privilege granted under this by-law is revoked.

(b) Before starting the Lot 4 Landscaping Works the Owner must provide the Owners Corporation with:

(i) a copy of the proposed application to be lodged with the local Council, including all drawings, specifications, conditions and notes. If an application to the local Council is not required, then prior to the commencement of the Lot 4 Landscaping Works, a copy

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of all proposed plans and specifications must be lodged with the Owners Corporation for approval;

(ii) copy of any requisite approval from the local Council including all drawings, specifications, conditions and notes;

(iii) a copy of any requisite construction certificates for the Lot 4 Landscaping Works, under part 4A of the *Environmental Planning and Assessment Act 1979*;

(iv) a copy of a certificate of insurance relating to the Lot 4 Landscaping Works, if required under Section 92 of the *Home Building Act 1999*; and

(v) evidence of currency for the duration of the Lot 4 Landscaping Works of contractors all risk insurance cover with an insurance office of repute (incorporating cover against public risk in respect of claims of death, injury, accident and damage to persons or property occurring in the course of or by reason of the Lot 4 Landscaping Works to a minimum of $20,000,000.00) to which the Owner is the named party and the Owners Corporation is noted as an interested party.

(c) In undertaking the Lot 4 Landscaping Works, the Owner must by himself, his agents, servants and contractors:

(i) use the material specified in the construction certificate in a manner specified in the plans and specifications approved in the construction certificate. If the materials or the manner of use is not specified in the construction certificate then the best quality and the most appropriate materials in a proper and skilful manner will be used;

(ii) comply with all conditions and requirements of the local Council and must comply with the plans and specifications approved in the construction certificates;

(iii) comply with the Building Code of Australia and all pertinent Australian Standards;

(iv) not allow the obstruction of reasonable use of the Common Property in the course of the lot 4 landscaping Works, by building materials, tools, machines, debris or motor vehicles;

(v) ensure that any Lot 4 Landscaping Works involving the use of jackhammers, masonry drills or any noisy work is undertaken, between the hours of 9am and 5pm on weekdays (other than public holidays);

(vi) give the residents of the other Lots in the strata plan not less than 24 hours notice of the Lot 4 Landscaping Works being undertaken;

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(vii) comply with any reasonable requirement of the Owners Corporation concerning the means of entering and leaving the building for tradesman, building materials, tools and debris;

(viii) carry out the Lot 4 Landscaping Works between 9am and 5pm Monday to Friday (inclusive) excluding public holidays;

(ix) ensure the Lot 4 Landscaping Works are completed within one month of their commencement;

(x) ensure the Lot 4 Landscaping Works are carried out in a proper and workmanlike manner, by duly licensed contractors; and

(xi) comply with the requirements of the Owners Corporation in relation to compliance with any by-laws and any relevant Authority concerning the performance of the Lot 4 Landscaping Works.

(d) Following the completion of the Lot 4 Landscaping Works, the Owner of Lot 4 will be responsible for (at the cost of the Owner of Lot 4) that the proper maintenance of the Lot 4 Landscaping Works and keeping the Lot 4 Landscaping Works in a state of good and serviceable repair.

(e) The Owner of Lot 4 must indemnify the Owners Corporation against any loss or damage that the Owners Corporation suffers as a result of the performance, maintenance or replacement of the Lot 4 Landscaping Works on the Common Property and will pay those amounts to the Owners Corporation upon request.

(f) The Owner of Lot 4 accepts liability for any damage caused to any part of the Common Property as a result of the erection, attachment. removal or replacement of the Lot 4 Landscaping Works to the Common Property and the responsibility to make good the damage (at the cost of the Owner of Lot 4) immediately after it has occurred.

(g) The Owner of Lot 4 shall not permanently affix any part of the Landscaping Works to any common property.

ADDED SPECIAL BY-LAW No. 8 - Exclusive Use - Lot 148 (Dealing AE401333)

(a) The Owner of Lot 148 has the exclusive use right of the Common Property shown on the plan and marked 'C" (Storage Area).

(b) The exclusive use right of the Storage Area is for the sole purpose of its use as a storage room.

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(c) In using the Storage Area, the Owner of Lot 148 shall comply with the following:

(i) there shall not be brought into or stored in or on the Storage Area any dangerous goods, chemicals or substances

(ii) the reasonable requirements of the Owners Corporation will be complied with

(iii) the requirements of all relevant legislation will be complied with

(iv) the structure (including the wire cage) forming part of the Storage Area will be maintained, cleaned and kept in a proper and safe condition at the cost and expense of the Owner of Lot 148

(v) no liability will accrue to the Owners Corporation with respect to the use of the Storage Area

(vi) no vehicles, boats, motorcycles or other mechanical equipment will be stored or kept in the Storage Area.

ADDED SPECIAL BY-LAW NO. 9 - Exclusive Use - Lot 148 (Dealing AE401333)

(a) On the conditions set out below the Owner of Lot 148 shall have the special privilege in respect of the Common Property to install an awning on the western balcony of Lot 148, the plans of which must be provided and approved by the Owners Corporation prior to installation commencing (at the cost of the Owner of Lot 148) (**Awning Works**).

(b) Before starting the Awning Works the Owner must provide the Owners Corporation with:

(i) a copy of the proposed application to be lodged with the local Council, including all drawings, specifications, conditions and notes. If an application to the local Council is not required, then prior to commencement of the Awning Works, a copy of all proposed plans and specifications must be lodged with the Owners Corporation for approval;

(ii) a copy of any requisite approval from the local Council including all drawings, specifications, conditions and notes; and

(iii) a copy of any requisite construction certificate for the Awning Works under Part 4A of the *Environmental Planning Assessment Act 1979*; and

(iv) a copy of the certificate of insurance relating to the Awning Works, if required under Section 92 of the *Home Building Act 1999*; and

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(v) evidence of currency for the duration of the Awning Works of contractors all risk insurance cover with an insurance office of repute (incorporating cover against public risk in respect of claims of death, injury, accident and damage to persons or property occurring in the course of the Awning Works to a minimum of $20,000,000) to which the Owner is the named party and the Owners Corporation is noted as an interested party.

(c) In undertaking the Awning Works, the Owner must by himself, his agents, servants and contractors:

(i) use the materials specified in the construction certificate in a manner specified in the plans and specifications approved In the construction certificate. If the materials or the manner of use is not specified in the construction certificate then the best quality and most appropriate materials in a proper and skilful manner will be used

(ii) comply with all conditions and requirements of the local Council and must comply with the plans or specifications approved in the construction certificates;

(iii) comply with the Building Code of Australia and all pertinent Australian Standards;

(iv) not allow the obstruction of reasonable use of the Common Property in the course of the Awning Works, by building materials, tools, machines, debris or motor vehicles;

(v) ensure that any Awning Works involving the use of jackhammers. masonry drills or any noisy work is undertaken, between the hours of 9am and 5pm on week days (other than public holidays);

(vi) give the residents of the other Lots in the strata plan not less than 24 hours notice of the Awning Works being undertaken;

(vii) comply with any reasonable requirement of the Owners Corporation concerning the means of entering and leaving the building for tradesman, building materials, tools and debris;

(viii) carry out the Awning Works between 9am and 5pm Monday to Friday (inclusive) excluding public holidays;

(ix) ensure the Awning Works are completed within one month of their commencement;

(x) ensure the Awning Works are carried out in a proper and workmanlike manner, by a duly licensed contractor;

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(xi) comply with the requirements of the Owners Corporation in relation to compliance with any by-laws and any relevant Authority concerning the performance of the Awning Works.

(d) Following the completion of the Awning Works the Owner of Lot 148 will be responsible for (at the cost of the Owner of Lot 148) the proper maintenance of the Awning Works and keeping the Awning Works in a state of good and serviceable repair. The Owner of Lot 148 must carry out maintenance work as required by the Owners Corporation from time to time where the Owners Corporation is of the view or opinion that the Awning Works have deteriorated, do not maintain the aesthetic standards of the building comprised in the Strata Scheme, constitute a danger to person, property or otherwise are in a deteriorated state and condition.

(e) The Owner of the Lot 148 must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, maintenance or replacement of the Awning Works on the Common Property and will pay those amounts to the Owners Corporation upon request.

(f) The Owner of Lot 148 accepts liability of any damage caused to any part of the Common Property as a result of the erection, attachment, removal or replacement of the Awning Works to the Common Property and the responsibility to make good that damage (at the cost of the Owner of Lot 148) immediately after it has occurred.

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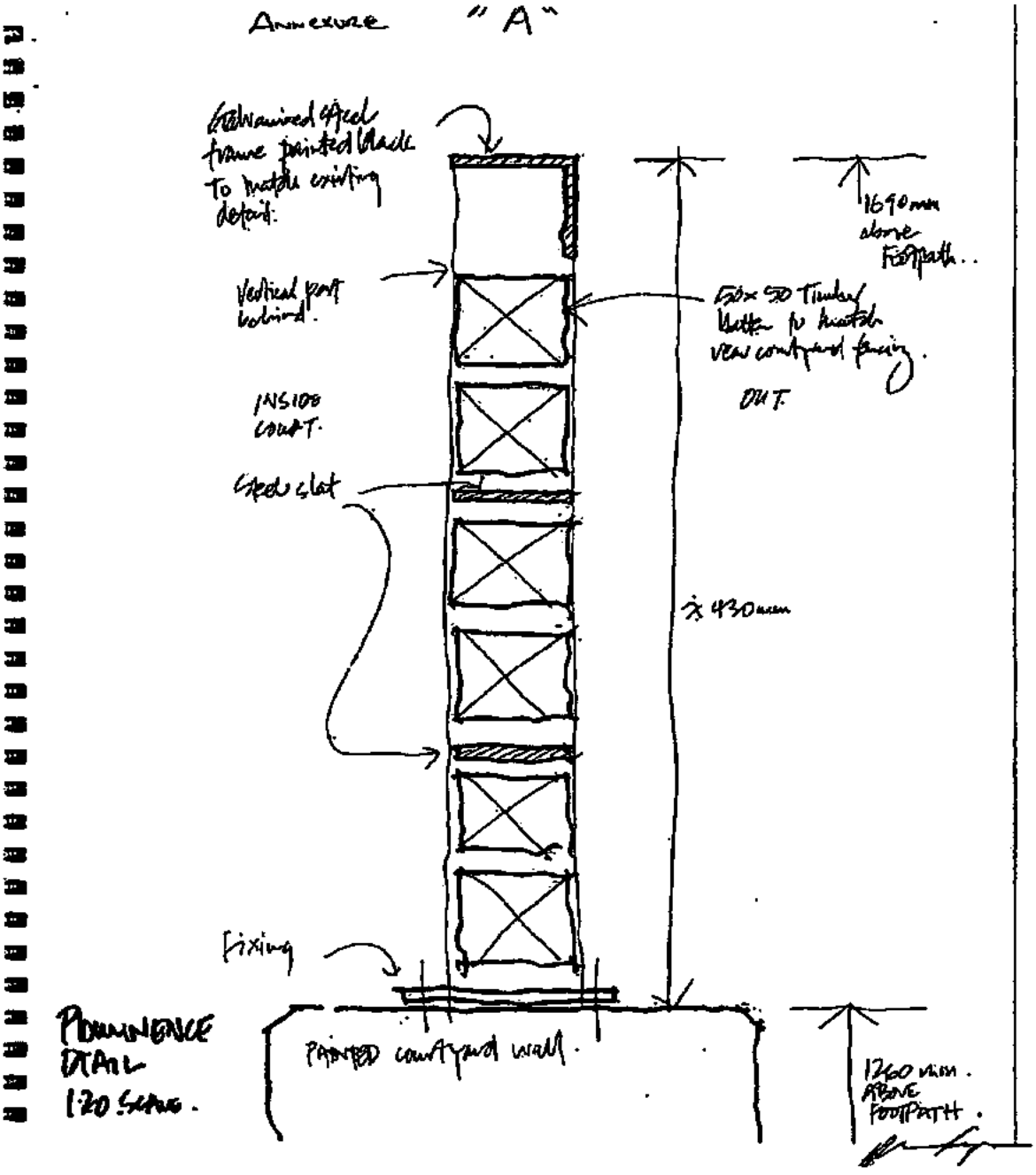

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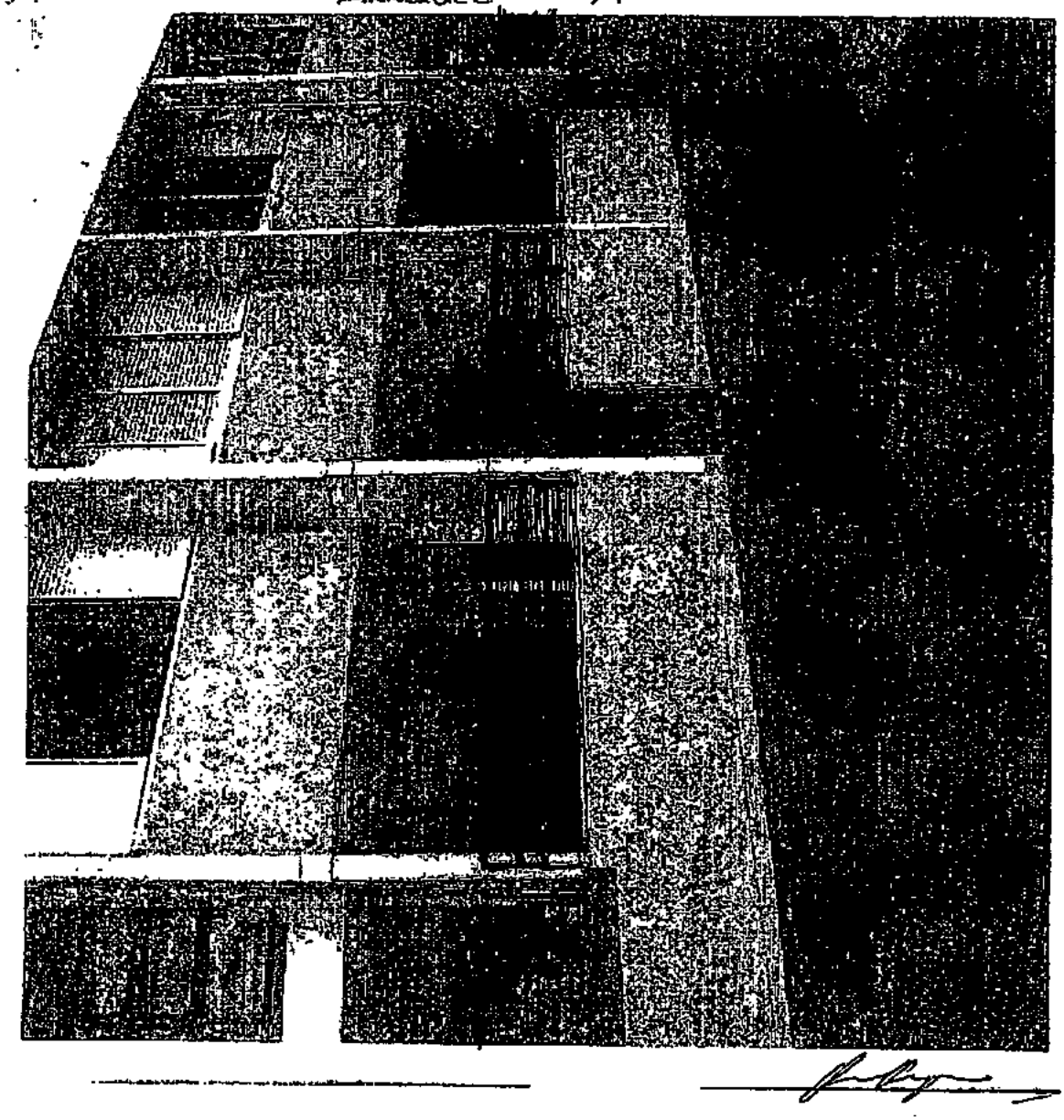
ANNEXURE "A"



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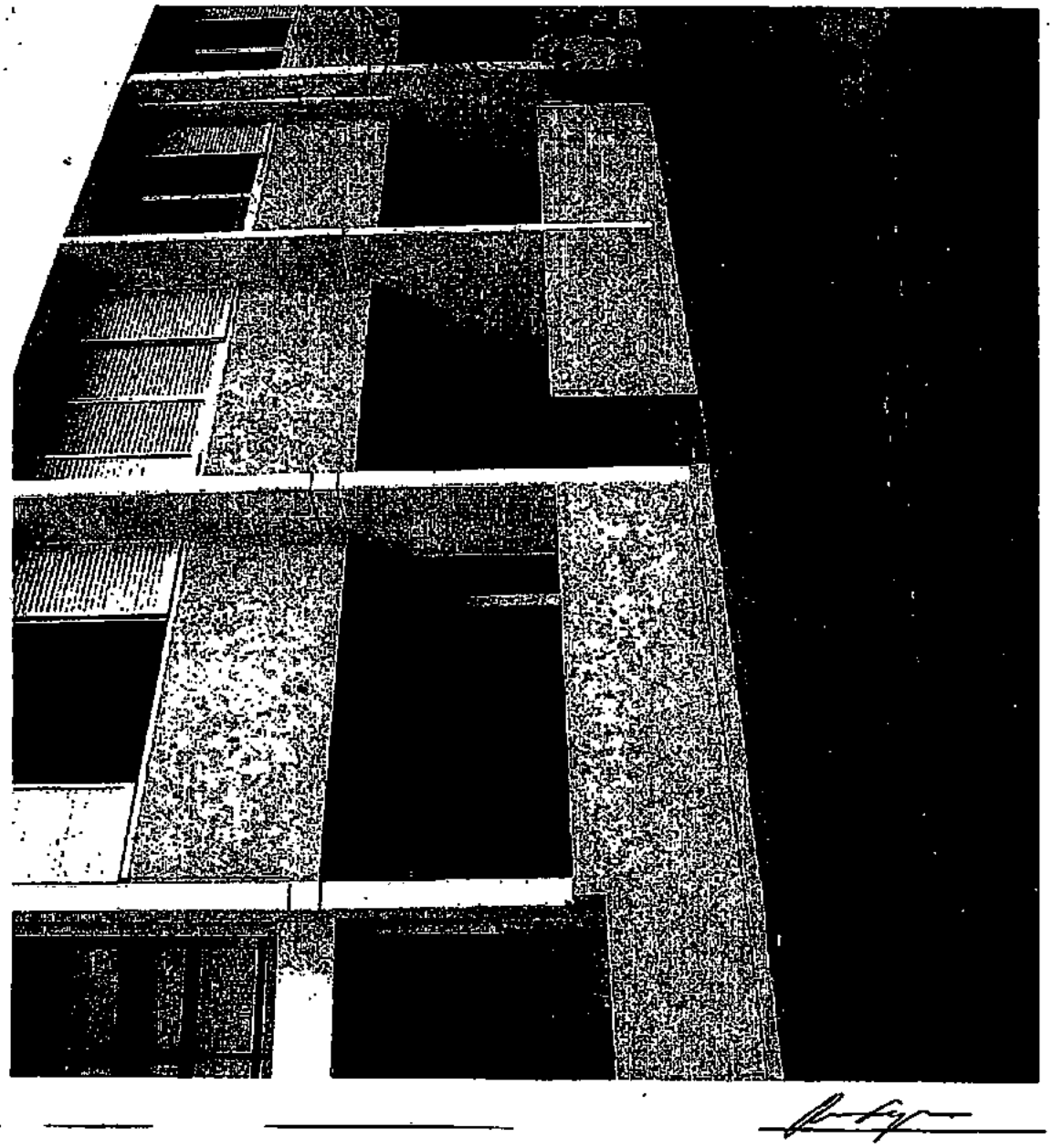
Annexure "A"



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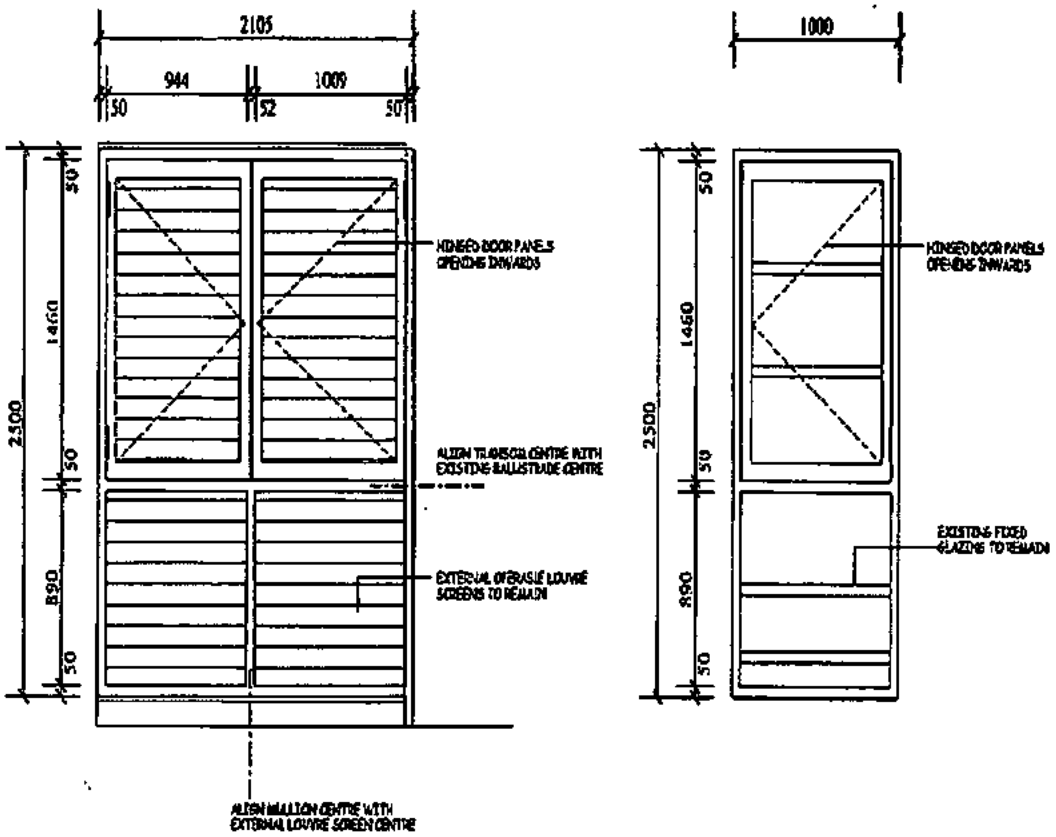

NOTE: VIEWED FROM INSIDE

POWDERCOAT FINISH "LUNAR ECLIPSE"
27mm DOUBLE GLAZED UNITS COMPRISING
1 x 10.38 CLEAR LAMINATED GLASS & 6mm AIR SPACE (STC RATING 41 dB)
PROVIDE SUB HEAD & SILL

Proposed Window to External Balcony Unit 1104 For Mr Michael Kent THE PROMINENCE VICTORIA PARK

0412 319 431

TOTAL GLASS & ALUMINIUM

Telephone: (02) 9631 9388 Facsimile: (02) 9679 1991

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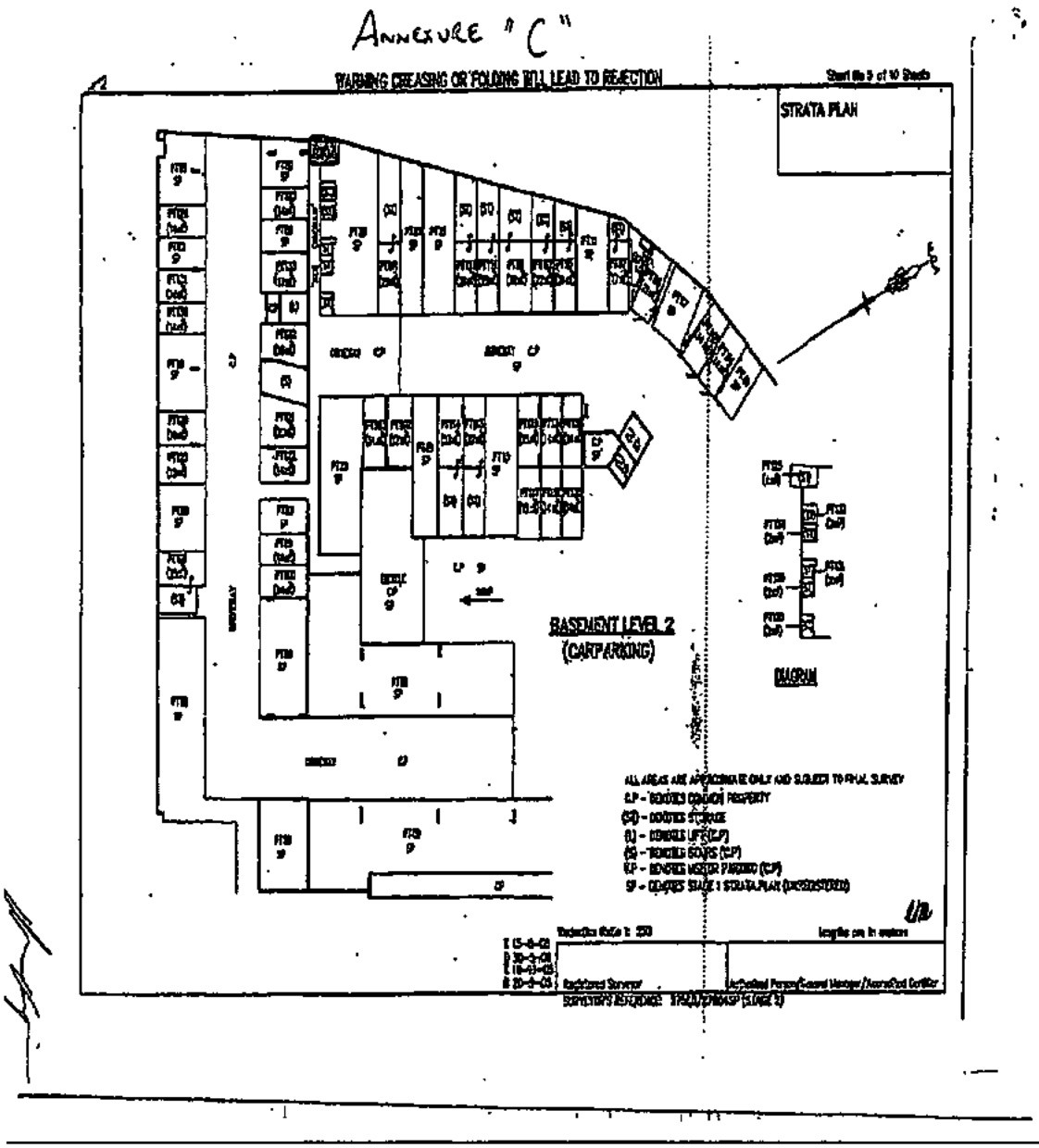

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ADDED BY-LAW No. 10 – Exclusive Use – Lots 150 and 151 (Dealing AE571299)

(a) Notwithstanding the provisions of these by-laws including by-law 34(g), the Owner of Lots 150 and 151 (**Lots**) may install full height window signage in accordance with the concept drawings attached to this by-law and marked ("A") (**Signage**).

(b) The Signage must only be installed over the window areas of the Lots and must not overlap or interfere with the balustrades located throughout the Lots.

(c) Before installing the Signage, the Owner must provide the Owners Corporation with:

(i) a copy of the proposed application to be lodged with the local Council, including all drawings, specifications, conditions and notes. If an application to the local Council is not required, then prior to the commencement of the installation of the Signage, a copy of all proposed plans and specifications must be lodged with the Owners Corporation for approval

(ii) a copy of any requisite approval from the local Council (if required), including all drawings, specifications, conditions and notes, and

(iii) evidence of currency for the duration of the installation of the Signage of contractors all risk insurance cover with an insurance office of repute (incorporating cover against public risk in respect of claims of death, injury, accident and damage to persons or property occurring in the course of, or by reason of, the installation of the Signage to a minimum of $20 million), to which the Owner is the named party and the Owners Corporation is noted as an interested party.

(d) In undertaking the installation of the Signage, the Owner must, by himself, his agents, his servants and contractors:

(i) use the material specified in the construction certificate and amendments specified in the plans and specifications approved in the construction certificate. If the materials or manner of use is not specified in the construction certificate or a construction certificate is not required, then the best quality and most appropriate new materials installed in a proper and skilful manner will be used

(ii) comply with all conditions and requirements of the local Council (if relevant) and must comply with the plans and specifications approved in the construction certificates

(iii) comply with the Building Code of Australia and all Australian Standards

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(iv) not allow the obstruction of reasonable use of Common Property in the course of the installation of the Signage

(v) ensure that any installation of the Signage including any involving the use of jack hammers, masonry drills or any noisy work is undertaken, between the hours of 9am and 5pm on weekdays (other than public holidays)

(vi) give the residents and occupiers of other lots in the strata plan not less than 24 hours of the installation of the Signage being undertaken

(vii) comply with any reasonable requirements of the Owners Corporation concerning the means of entering and leaving the building for tradesmen, building materials, tools and debris

(viii) ensures that the installation of the Signage is completed within one (1) week of it's commencement

(ix) ensure the installation of the Signage is carried out in a proper and workman like manner by duly licensed contractors, and

(e) Following the completion of the installation of the Signage, the Owner of the Lots will be responsible for (at the cost of the Owner of the Lots) the proper maintenance and upkeep of the Signage and keeping the Signage in a state of good and serviceable repair. The Owner of the Lots must carry out maintenance work as required by the Owners Corporation from time to time where the Owners Corporation is of the opinion that the Signage has deteriorated, does not maintain the aesthetic standards of the building comprised in the Strata Scheme, constitute a danger to person property or otherwise are in a deteriorated state and condition.

(f) The Owner of the Lots must indemnify the Owners Corporation against any loss or damage that the Owners Corporation offers a result of the performance, maintenance or replacement of the Signage on the Common Property and will pay those amounts to the Owners Corporation upon request.

(g) The Owner of the Lots accepts liability of any damage caused to any part of the Common Property as a result of the erection, attachment or removal of or replacement of the Signage to the Common Property and the responsibility to make good that damage (at the cost of the Owner of the Lots), immediately after it has occurred. If the Owners Corporation requests that the Owner of the Lots enter into a deed indemnifying the Owners Corporation in relation to such damage the Owner must immediately sign and return the deed to the Owners Corporation. If the deed is not signed and returned by the Owner of the Lots the Owners Corporation may at its absolute discretion revoke this by-law.

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(h) If the Owner of the Lots does not comply with the conditions of this by-law the Owners Corporation may at its absolute discretion issue a written notice requiring compliance with the terms of this by-law within 14 days of the date of the notice. If the Owner does not rectify the breach within the 14 day period stated in the notice then the Owners Corporation may at its absolute discretion notify the tenant that this by-law has been revoked.

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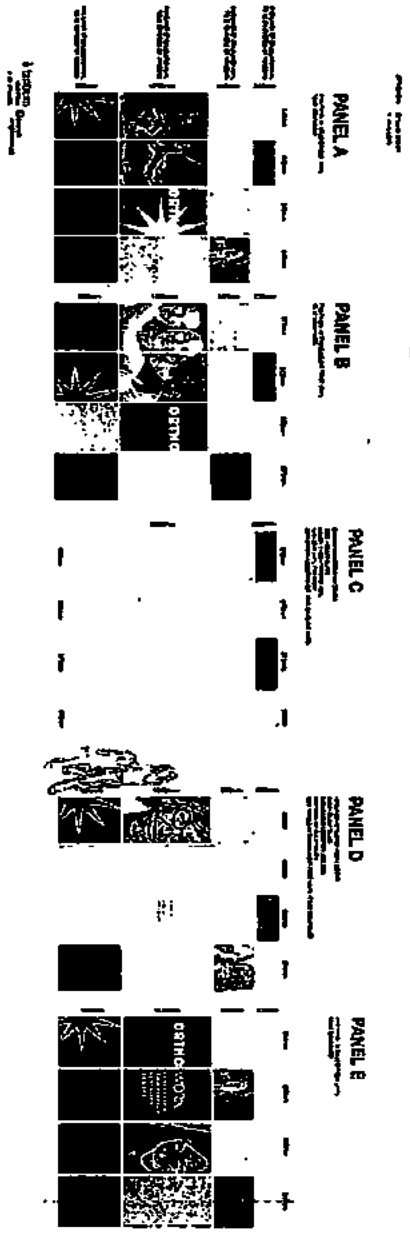

Signage drawings being Annexure "A" to By-Law 10

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AMENDED BY-LAW No. 4 – (Dealing AF630394)

1. Insert the following words to the end of by-law 4 (c):

   "including, without limitation, that motor or other vehicles parked on Common Property in breach of this by-law may be wheel-clamped';

2. Add the following clauses to the end of by-law 4:

   "(g) Without limiting the restrictions on parking in a Car Space designated as a "visitors" space, a "disabled" space or a "car washing bay" space and other Common Property and the powers of the Owners Corporation set out elsewhere in this by-law, the Executive Committee may for the purpose of the control, management, administration, use and or enjoyment of the Common Property including, without limitation, a Car Space designated as a "visitors" space, a "disabled" space or a "car washing bay" space and to preserve the security of the building:

   (i) establish and maintain a register of all vehicles owned or used by Owners and Occupiers including:

   (A) the make and registration number of the vehicle;

   (B) the name of the Owner or Occupier who owns or uses the vehicle;

   (C) the number of the Lot and the contract details of the Owner or Occupier; and

   (D) if the Owner or Occupier does not own the vehicle, the name and contact details of the owner of the vehicle;

   (ii) take such further action consistent with this by-law as is reasonable and necessary in order to regulate or restrict the parking or standing of motor or other vehicles on Common Property and/or preserve the security of the building.

   (h) If an Owner, Occupier or invitee parks or stands any motor or other vehicle on Common Property in breach of this by-law (including without limitation an Owner or Occupier parking or standing a vehicle in a Car Space designated as a "visitor" space, a "disabled" space or a "car wash bay" space);

   (i) if the Owners Corporation has appointed a building manager, caretaker or security personnel (each of whom are included in the term "Building

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Manager"), the Building Manager may, without reference to the Executive Committee, give a notice; or

(ii) if there is no Building Manager, the Executive Committee (acting reasonably) may by resolution determine that a notice be given,

to that Owner, Occupier or invitee requiring that the Owner, Occupier or invitee comply with this by-law, in default of which the Executive Committee, acting reasonably, may take action in respect of the motor vehicle areas provided in this by-law (**Notice of Breach**).

(i) The Notice of Breach given under the preceding clause of this by-law must:

(i) be in writing;

(ii) be displayed prominently on the vehicle in such a way as to ensure that it is brought to the attention of the driver of the vehicle and that no damage is done to the vehicle;

(iii) advise that if the Owner, Occupier or invitee fails to remove the said vehicle parked or standing on Common Property in breach of this by-law or parks or stands the said motor vehicle on Common Property again in breach of this by-law:

(A) the Owners corporation may, if the Notice of Breach is given to an Owner or Occupier in respect of a vehicle owned by that Owner or Occupier, the Owners Corporation may affix a wheel clamping device to that vehicle; and

(iv) advise that the Owners Corporation (or its agent) may charge a fee not exceeding $200 for the removal of the wheel clamping device.

(j) If an Owner, Occupier or invitee is given a Notice of Breach under this by-law, the Owner, Occupier or invitee must forthwith comply with that Notice of Breach and remove the vehicle the subject of the Notice of Breach parked on Common Property in breach of this by-law.

(k) Without limiting by-law 4(p), an invitee may only park a motor vehicle in a Car space designated as a "visitor" space or a "disabled" space for a period of up to 12 hours in any 24 hour period and not exceeding 4 days in any 7 consecutive days, and only for the purposes of visiting an Owner or Occupier in the Land or for the purposes of conducting business within the land including the Common Property of the Land.

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(l) An Owner or Occupier must only allow a maximum of (4) invitees to use a Car Spaces designated as "visitor" spaces or "disabled" spaces at any one time.

(m) Notwithstanding by-law 4(k), an Owner or Occupier may apply to the Building Manager or Owners Corporation to request that an invitee be allowed to exceed the 12 hour parking limit up to a maximum of 28 consecutive days in any calendar year. Such determination made by either the Building Manager or Owners Corporation is at its absolute discretion.

(n) Notwithstanding by-law 4(1), an Owner or occupier may apply to the Building Manager or the Owners Corporation to request a further allocation of Car Spaces designated as "visitor" spaces (to a maximum of 6). Such determination made by either the Building Manager or the Owners Corporation is at its absolute discretion.

(o) The Car Spaces designated as "visitor" spaces are to be maintained free of obstruction and is for the exclusive use of invitees.

(p) An invitee can only park in a Car Space designated a "disabled" space if the invitee has the appropriate authorisation displayed on the invitee's motor vehicle.

(q) An Owner or Occupier can only stand in a Car Space designated as a "car washing bay" space for a maximum period of 2 hours for the purpose of washing the Owner's or Occupier's motor vehicle. An Owner, Occupier or invitee must not park in a Car Space designated as a "car washing bay" space.

(r) An Owner or their appointed agent is permitted to install a collapsible car parking barrier within their designated car space provided that:

(i) the car parking barrier is installed using removable adhesive; and

(ii) an application form and guidelines provided by the Owners Corporation are signed by the Owner or their appointed agent and returned to the Building Manager or Owners Corporation.

AMENDED BY-LAW No. 24 – Keeping of Animals (Dealing AG735434)

1. An owner or occupier of a lot may keep one animal on a lot or the common property subject to the conditions set out in this by-law.

2. An animal is limited to one "common household pet" that that is kept in the home as a companion animal. Any animal that is deemed to be potentially harmful to the health or safety of others will not be allowed.

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3. To the extent of any inconsistency with previous by-laws, this by-law prevails.

Conditions

Approval Process

4. An owner or occupier is required to submit a written request for approval through the building manager to the secretary of executive committee before bringing an animal into the scheme.

5. If the applicant is an occupier, written proof of the lot owner's willingness to allow an animal in the lot must be included in the written request for approval.

6. The written request for approval must include:

    a. Information about the animal including the breed, weight and standing height, whether the animal is house trained and common characteristics of the animal.

    b. Photograph of the pet to demonstrate that it is a common household pet.

    c. Proof of registration of the animal with Sydney City Council and that the animal complies with New South Wales legislation and guidelines on animal behaviours for household pets.

    d. Documentation from a veterinarian attesting to whether the animal has been:

        i. Desexed

        ii. Micro chipped

        iii. Vaccinated and inoculated for worms and any other parasites as recommended by the RSPCA.

    e. Documentation demonstrating that animal housing areas will provide enough space for the animal to feed, sleep, sit, stand, lie with limbs extended, stretch and move about, and sufficient additional space for bedding as required.

    f. Any references from previous neighbours.

    g. If your animal has attended training school, a letter from the training school to attest that your animal has been trained.

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7. The executive committee will refuse to grant approval for an animal to be kept in the scheme if:

   a. The animal is not a common household pet;

   b. Weighs more than 30 kilograms; and

   c. If the applicant refuses or fails to provide all the information requested in clause 6 of this by-law.

8. An owner or occupier must obtain written approval of the executive committee before an animal will be permitted on a lot or common property.

Dealing with animal

9. The owner or occupier must ensure that the animal is appropriately and effectively restrained and under the control of a responsible individual while on common property. The animal must be placed in harness, leash or in a carrier while on common property.

10. The owner or occupier is to ensure that the animal does not soil any part of the common property and is to immediately remove any soiling which may occur on the common property.

11. The owner or occupier must not leave the animal unattended on the balcony of a lot. For avoidance of doubt the animal cannot be locked on the balcony of a lot whilst an owner or occupier of the lot is not present within the lot.

12. The owner or occupier must not leave the animal unattended within the lot for more than 12 hours. If an absence is expected to be longer, the owner or occupier should arrange for someone to check in on the animal and care for it as necessary.

13. No animals are allowed on the common property Level 7 courtyard.

14. Any loss and damage suffered by the Owners Corporation which has been proven to be caused by the animal may be recovered from the lot owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.

Dealing with bad behaviour

15. The executive committee may require the removal of any animal from a lot if the animal's behaviour or condition is determined to be a nuisance or a threat to the health or safety of other occupants in the scheme.

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16. Before removal of any animal, there must be more than two substantiated complaints by neighbours or other lot owners regarding the animal causing a nuisance or hazard to the owner or an occupier of another lot or unreasonably interfering with the use and enjoyment of another lot or of the common property.

17. Any decision made by the executive committee that an animal must be removed from the scheme must be presented in writing to the owner and in the case the animal owner is an occupier, the occupier and the owner.

18. If the owner or occupier believes that the decision is wrongly based, the owner or occupier must request mediation with the executive committee to discuss their decision before making any application to the Tribunal in accordance with strata legislation.

19. If the owner or occupier fails to comply with any of the conditions in this by-law, the executive committee may revoke approval and require removal of the animal.

ADDED SPECIAL BY-LAW No. 10 - Building Works (Dealing AJ369084)

1. This by-law is made for the purposes of managing, regulating and controlling the carrying out of Building Works within lots which affect the common property and/or impact on an owner or occupier of a lot.

2. This by-law puts Owners on notice as to how Building Works should be performed within a lot and the common property.

3. This by-law distinguishes between different types of "Building Works", namely Minor Works, Non Structural Works and Structural Works that have an impact on the common property of the scheme.

4. The Owner upon making an application to carry out Building Works on and in their lot and on so much of the common property as is necessary consents to terms and conditions imposed under this by-law.

5. For the purposes of this by-law, "Owner" means any owner or owners of a lot in Strata Plan No.80140 and include any subsequent or future owner or owners of a lot within the scheme.

6. The conditions in this by-law, shall apply in conjunction to the other by-laws of the scheme, the Prominence Architectural Code and the provisions of the *Strata Schemes Management Act 1996*. Where there are inconsistencies in the conditions of this by-law and any other current registered general Owners Corporation by-law within the scheme, the conditions in this by-law will prevail.

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7. If any Building Works were undertaken by an Owner, without the Owners Corporation's approval, before the registration of this by-law, then any provisions in this by-law concerning repair and maintenance and liability and indemnity will also apply to those Building Works.

Part 1: Terms - Defining "Building Works"

Minor Works

8. For the purposes of this by-law, "Minor Works" means works of an aesthetic nature that do not affect or alter the common property such as painting, wallpapering, installing fixtures and fittings (without penetrating a common property wall, ceiling or floor) and/or replacing tap ware or other removable items from the lot.

9. Where an owner of a lot intends to carry out Minor Works, no notice need be given to the Owners Corporation and no consent is required.

10. Any Minor Works undertaken by an Owner shall be the Owner's responsibility and the Owner must repair and maintain the Minor Works undertaken as required from time to time.

Non Structural Works

11. For the purposes of this by-law, "Non-Structural Works" means works that involve:

    (a) damage, removal and/or replacement of common property and/or attachment of additional and or new materials (other than carpet) to common property walls, floors and ceilings within a lot; or

    (b) penetration of a common property wall, ceiling or floor (other than Minor Works mentioned in clause (8)) within a lot; or

    (c) laying or affixing tiles or other hard flooring on a floor or affixing tiles or other hard materials to common walls and/or ceilings within a lot; or

    (d) works that interfere with the passage or the provision of water, sewerage, drainage, gas, electricity, garbage, artificially heated or cooled air, heating oil or other services (including telephone, radio and television services) through or by means of any pipes, wires, cables or ducts within a lot; or

    (e) works that are more extensive than Minor Works and are authorised by the executive committee of the Owners Corporation.

Structural Works

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12. For the purposes of this by-law, "Structural Works" means works that may affect the safety of the building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

13. For the purposes of this by-law, Structural Works includes works involving:

    (a) alteration or interference of the structure, support or shelter of the building, including any structural beams and/or props erected to maintain the distribution of the building loads; or

    (b) removal of any structural elements of the building, including but not limited to, enlarging openings, forming new openings and removal of common property walls in whole or in part within a lot.

Part 2: The Application Process

The Application

14. Where an Owner intends to carry out Non-Structural Works or Structural Works within a lot, the Owner must submit an application in writing to both the strata managing agent and the Secretary of the executive committee of the Owners Corporation. The application submitted by Owner must include full details of the scope and extent of the works.

15. The application must be made in accordance with **Annexure A** to this by-law "**Application To Perform Building Works**" prior to such work being approved by the executive committee of the Owners Corporation (excluding Minor Works in clause (8) which only require notification via application but no consent).

16. The Owners Corporation is empowered to create and implement a "Building Works Items List", categorised into the different types of Building Works as described in this by-law, which will be authorised pursuant to the conditions in this by-law. The executive committee of the Owners Corporation may amend this Building Works Items List from time to time.

Lot Register of Building Works

7. A "Lot Register of Building Works" shall be kept by the strata managing agent and an Owner of a lot is responsible to ensure that the strata managing agent is notified of all Building Works undertaken on a lot and that all Building Works be included and updated on the Lot Register.

Levels of Approval

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18. Where an Owner intends to carry out Non-Structural Works or Structural Works on their lot or the common property, an Owner may require, depending on the scope of Building Works, three levels of approval prior to undertaking Building Works on their lot and the common property:

    (a) Written approval of the executive committee or the Owners Corporation;

    (b) Development Approval from the Council under the *Environmental Planning and Assessment Act 1979*; and

    (c) Approval of any other relevant statutory authority whose requirements apply to undertaking the proposed Building Works.

19. Subject to clause (23) in this by-law, the executive committee may approve any Non-Structural Work proposed by an Owner under this by-law.

20. The executive committee of the Owners Corporation may request clarification, further information and/or certification in respect of any Non-Structural Works or Structural Works proposed by an Owner under this by-law, and an Owner must provide such information, clarification and/or certification prior to obtaining approval.

21. An Owner must not commence any Non-Structural Works or Structural Works on their lot or the common property until such information, clarification and/or certification (as may be required by the executive committee of the Owners Corporation or Council) is provided and approved.

22. The executive committee may refuse an application of an Owner in respect of any Non-Structural Works and must provide reasons for the refusal within fourteen (14) days of the application being made by the Owner.

Building Works that Require a Special Lot By-Law

23. The Owner must submit to the strata managing agent and the Secretary of the executive committee of the Owners Corporation a special lot by-law, if an Owner intends to carry out any Non-Structural or Structural Works on their lot or the common property that affect:

    (a) the safety of the building;

    (b) the support, structure and/or shelter in the strata scheme; and/or

    (c) detract from the appearance of any other lot or the common property in the strata scheme

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24. If an architect or other design consultant is involved, then the nature and scope of the Building Works must be readily ascertainable from the drawings prepared by that person. A copy of any drawings may be annexed to and form part of the special lot by-law before any of the proposed works is commenced. The special lot by-law must be passed pursuant to Part 5 Division 4 of the *Strata Schemes Management Act 1996* and must be registered on the common property Certificate of Title of the Owners Corporation.

25. The Owner must pay the reasonable costs of the Owners Corporation incidental to the making and registering of the special lot by-law for the Owner's lot.

Part 3: Conditions Applicable to all Non-Structural Works or Structural Works

Hours of Building Works

26. The Owner or occupier must not perform Building Works or allow them to be carried out except between the hours of 7:30 AM and 4:30 PM Monday to Friday (excluding Saturdays or Sundays or NSW public holidays) or during such other times as may be approved by the Owners Corporation.

27. Building Works may not be performed between 24 December and 15 January unless approved by the Owners Corporation.

Compliance with Codes

28. An Owner performing any Non-Structural Works or Structural Works in the strata scheme must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.

29. An Owner performing any Non-Structural Works or Structural Works in the strata scheme must comply with the standards as set out in the Building Code of Australia (BCA) or any other standards as required by the Owners Corporation, current at the time the Non-Structural Works or Structural Works are undertaken.

30. The Owner must ensure that when undertaking Building Works that involve installation of hard flooring the minimum allowable transferable noise must not be greater than 60d8 or an IIC rating of 60.

General Conditions

31. The Owner must ensure that duly licensed and insured contractors complete the Building Works in a proper and workmanlike manner.

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32. Building Works must be undertaken in such a way as to cause minimum disturbance or inconvenience to other lots or their occupiers and owners.

33. The Owner must keep all areas of the building outside their lot clean and tidy throughout the performance of the Building Works.

34. Work inside the lot must only occur when the door between the lot and the common property is completely closed. The Owner must ensure that the corridor serving the lot is protected from damage for the duration of the Building Works.

35. The Owner must ensure that any carpeted area is protected by the use of drop sheets and kept clean during any Building Works.

36. The Owner must repair promptly any damage caused or contributed to by Building Works, including damage to the property of the Owners Corporation and the property of the Owner or occupier of another lot in the strata scheme.

Payment of Bond

37. An Owner performing any Building Works to their lot or on common property must, prior to commencement of such works, pay a bond to the Owners Corporation of $500 (five hundred dollars) or such other amounts as determined by the executive committee from time to time.

38. The bond amount shall be determined in accordance with the scope of works and cost of works to be undertaken by the Owner.

39. The bond may be used by the Owners Corporation for the purpose of remedying for its benefit, or the benefit of an owner or occupier of another lot in the strata scheme, a breach on the part of the Owner performing or having performed the Building Works pursuant to a special by-law or under an existing by-law of the strata scheme. The Owners Corporation may do so without prejudice to any other right that may arise by reason of the breach.

40. The Owners Corporation may deduct from the bond any of the following -

    (a) A non-refundable portion of $200 toward wear and tear of common property.

    (b) The cost of rectifying any damage to the common property or the Owners Corporation's personal property caused by the building works.

    (c) The cost of cleaning the common property, if the owner or occupier fails to do so to the reasonable satisfaction of the Owners Corporation.

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41. The Owners Corporation must pay any residue of the bond to the Owner within 14 days of notification to the Executive Committee of completion of the Building Works.

Repair and Maintenance

42. Where an Owner undertakes any Building Works under this by-law, the Owner of a lot must, at the Owner's cost:

    (a) properly maintain and keep the common property to which the Building Works are erected or attached in a state of good and serviceable repair; and

    (b) properly maintain and keep the Building Works in a state of good and serviceable repair and must replace the Building Works (or any part of them) as required from time to time.

    (c) Should the Executive Committee so require it, to arrange a policy of array insurance related to the works and specified by the Owners Corporation in which the Owners Corporation is a named insured or third party beneficiary and to provide a copy of the certificates of insurance to the Executive Committee before commencement of any proposed works.

43. If the Owner removes the Building Works or any part of the Building Works undertaken under this by-law, the Owner must, at the Owner's own cost, restore and reinstate the common property to its original condition.

Liability and Indemnity

44. Where an Owner undertakes any Building Works under this by-law, the Owner indemnifies the Owners Corporation against:

    (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Building Works;

    (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Building Works;

    (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Building Works; and

    (d) liability under section 65(6) of the *Strata Schemes Management Act 1996* in respect of repair of the common property attached to the Building Works.

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45. Any loss and/or damage suffered by the Owners Corporation as a result of undertaking the Building Works may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

46. To the extent that section 62(3) of the *Strata Schemes Management Act 1996* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Building Works undertaken under this by-law.

Breach of By-law

47. The Owners Corporation reserves the right to take action against the Owner to replace the Building Works or reinstate the common property affected by the Building Works to its original condition if the Owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.

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Annexure A
APPLICATION TO PERFORM BUILDING WORKS

To the Secretary & strata managing agent
I/We the Owner(s) of Lot hereby give

notice to the Owners Corporation care of the Strata Managing Agent and Secretary of intention to perform building works to my/our lot.

1. Detail of Building Work:
.....
.....

2. Name of Contractor .....

3. Contractor's Licence No.....

4. Details of Contractors All Risks Insurance.....
.....

5. Is Council approval required: Yes/No

6. If yes, has application been made for Development Approval.....

7. Date works intend to start.....

8. Duration of works.....

9. **I have read Special By-Law No.10 'Building Works', other relevant by-laws, Prominence-Architectural Code and the building works proposed are:**
(a) Non-Structural Works; and / or (b) Structural Works

10. **I acknowledge that no Building Works may commence unless approved in writing by the Owners Corporation.**

11. **I acknowledge that any Building Works may be subject to special conditions as required by the Owners Corporation and I shall abide by these special conditions.**

Signature of Owner.....
Date .....
Received by Owners Corporation.....
Name & Date

(Note: Must use one form for each tradesperson/contractor engaged to undertake Building Works)

ADDED SPECIAL BY-LAW No. 11 - Personal Items on Entry Foyers – Lots 148, 149 & 160 (Dealing AJ369085)

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1. This by-law confers on the Owner special privileges to affix and install Personal Items (such as artwork, ornaments, sideboards and other furnishings) to the common property joint entry foyers adjacent to their lot entrance subject to the conditions in this by-law.

2. The ***special privileges*** conferred by this by-law are the rights to alter and use the common property by affix and install Personal Items to the common property joint entry foyers adjacent to their lot entrance.

3. **"Owner"** means the owner or owners of the below lots from time to time of strata plan no.80140 with common property joint entry foyers adjacent to their lot entrance -

Lots	Level	Tower
148, 149 & 160	9	3

4. **"Personal items"** means artwork, ornaments, sideboards and other furnishings installed within the common property joint entry foyers. which are for decorative purposes only. The common property joint entry foyers must not be used for storage of household items, such as bikes, toys, books, lounge furnishings such as couches, settees or any other item not suitable for the common property joint entry foyers.

5. The Owners Corporation, under this by-law, provides its consent for the special privileges granted to the Owner.

Conditions

6. An Owner of lot with a common property joint entry foyer must consent in writing to the affixing and installing of Personal Items on the common property joint entry foyer.

7. The written consent must stipulate the following -

   a) who shall be responsible for each Personal Items installed on the common property joint entry foyer or whether all owners with access to the common property joint entry foyer shall have equal responsibility for the items installed on that common property joint entry foyer

   b) who shall maintain the Personal Items installed in a good condition

   c) who shall be responsible for obtaining insurance, repairing the Personal Items, replacement of Personal Items, cleaning and removal

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d) who shall repair any damage to common property caused by Personal Items installation or removal, and if not repaired, shall allow the Owners Corporation to rectify the damage and recover the cost from the lot owner

e) the lot owners shall indemnify the Owners Corporation for against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the use of the common property entry foyer and the Personal Items installed

8. An Owner must provide the written consent referred to in clause (6) above, to the Owners Corporation or the Managing Agent.

9. Where an Owner of a lot with a common property joint entry foyer leaves the scheme, the Owner may remove any Personal Items belonging to that Owner which is affixed or installed on the common property joint entry foyer subject to agreement with the other lot owners who share the common property joint entry foyer.

10. Where an Owner of a lot with a common property joint entry foyer enters the scheme, that Owner must provide their written consent to having Personal Items on the common property joint entry foyer and their responsibility in respect of those Personal Items.

11. Where an Owner removes a Personal Items from the common property joint entry foyer, that Owner must restore the common property to its original state, or as close to the original state as reasonably possible and must ensure the common property entry foyers is left in a clean and tidy state.

12. Where an Owner does not agree to having Personal Items on the common property joint entry foyer, all Personal Items must be removed from the common property joint entry foyer and the common property must be restored as required under clause (11) above.

13. Any Personal Items installed on the common property joint entry foyer must -

a) be in keeping with the interior design of Prominence and must not detract from the value of the building

b) not compromise any fire safety devices or emergency egress or access

c) be kept in a clean, neat and tidy condition at all times

d) only be installed where written confirmation from the Owners Corporation's fire and safety consultants has been obtained affirming that the Personal Items installed will

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not detrimentally affect the fire and/or emergency egress requirements for the strata scheme

14. Any Personal Items must not be visible from common areas outside of the entry foyers where Personal Items are installed or from the street.

15. The Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair any Personal Items installed by an Owner on the common property joint entry foyer.

16. The Owners Corporation shall not be responsible for any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the installation of Personal Items by an Owner on the common property joint entry foyer.

17. The Owners Corporation reserves the right to remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this by-law, if that breach is not rectified within a reasonable time, and recover the cost of that remediation from the Owner as a debt due to the Owners Corporation on demand.

ADDED SPECIAL BY-LAW No. 12 - Personal Items on Entry Foyers - Lots 79, 80 & 81 (Dealing AJ369086)

1. This by-law confers on the Owner special privileges to affix and install Personal Items (such as artwork, ornaments, sideboards and other furnishings) to the common property joint entry foyers adjacent to their lot entrance subject to the conditions in this by-law.

2. The ***special privileges*** conferred by this by-law are the rights to alter and use the common property by affix and install Personal Items to the common property joint entry foyers adjacent to their lot entrance.

3. **"Owner"** means the owner or owners of the below lots from time to time of strata plan no.80140 with common property joint entry foyers adjacent to their lot entrance –

Lots	Level	Tower
79, 80 & 81	8	1

4. **"Personal Items"** means artwork, ornaments, sideboards and other furnishings installed within the common property joint entry foyers, which are for decorative purposes only. The common property joint entry foyers must not be used for storage of household items, such

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as bikes, toys, books, lounge furnishings such as couches, settees or any other item not suitable for the common property joint entry foyers.

5. The Owners Corporation, under this by-law, provides its consent for the special privileges granted to the Owner.

Conditions

6. An Owner of lot with a common property joint entry foyer must consent in writing to the affixing and installing of Personal Items on the common property joint entry foyer.

7. The written consent must stipulate the following -

   a) who shall be responsible for each Personal Items installed on the common property joint entry foyer or whether all owners with access to the common property joint entry foyer shall have equal responsibility for the items installed on that common property joint entry foyer

   b) who shall maintain the Personal Items installed in a good condition

   c) who shall be responsible for obtaining insurance, repairing the Personal Items, replacement of Personal Items, cleaning and removal

   d) who shall repair any damage to common property caused by Personal Items installation or removal, and if not repaired, shall allow the Owners Corporation to rectify the damage and recover the cost from the lot owner

   e) the lot owners shall indemnify the Owners Corporation for against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the use of the common property entry foyer and the Personal Items installed

8. An Owner must provide the written consent referred to in clause (6) above, to the Owners Corporation or the Managing Agent.

9. Where an Owner of a lot with a common property joint entry foyer leaves the scheme, the Owner may remove any Personal Items belonging to that Owner which is affixed or installed on the common property joint entry foyer subject to agreement with the other lot owners who share the common property joint entry foyer.

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10. Where an Owner of a lot with a common property joint entry foyer enters the scheme, that Owner must provide their written consent to having Personal Items on the common property joint entry foyer and their responsibility in respect of those Personal Items.

11. Where an Owner removes a Personal Items from the common property joint entry foyer, that Owner must restore the common property to its original state, or as close to the original state as reasonably possible and must ensure the common property entry foyers is left in a clean and tidy state.

12. Where an Owner does not agree to having Personal Items on the common property joint entry foyer, all Personal Items must be removed from the common property joint entry foyer and the common property must be restored as required under clause (11) above.

13. Any Personal Items installed on the common property joint entry foyer must-

    a) be in keeping with the interior design of Prominence and must not detract from the value of the building

    b) not compromise any fire safety devices or emergency egress or access

    c) be kept in a clean, neat and tidy condition at all times

    d) only be installed where written confirmation from the Owners Corporation's fire and safety consultants has been obtained affirming that the Personal Items installed will not detrimentally affect the fire and/or emergency egress requirements for the strata scheme

14. Any Personal Items must not be visible from common areas outside of the entry foyers where Personal Items are installed or from the street.

15. The Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair any Personal Items installed by an Owner on the common property joint entry foyer.

16. The Owners Corporation shall not be responsible for any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the installation of Personal Items by an Owner on the common property joint entry foyer.

17. The Owners Corporation reserves the right to remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this

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by-law, if that breach is not rectified within a reasonable time, and recover the cost of that remediation from the Owner as a debt due to the Owners Corporation on demand.

ADDED SPECIAL BY-LAW No. 13 - Exclusive Use - Lot 7 (Dealing AJ369087)

a) On the conditions set out below the Owner of Lot 7 have a special privilege in respect of the Common Property to install 2 windows in the balcony of the Lot in accordance with plans and specifications to be approved by the Owners Corporation prior to commencement of these Works (**Lot 7 Window Works**). The Lot 7 Window Works are at the cost of the Owner of Lot 7.

b) Before starting the Lot 7 Window Works the Owner must provide the Owners Corporation with:

(i) a copy of the proposed application to be lodged with the local Council, including all drawings, specifications, conditions and notes. If an application to the local Council is not required, then prior to the commencement of the Lot 7 Window Works, a copy of all proposed plans and specifications must be lodged with the Owners Corporation for approval;

(ii) a copy of any requisite approval from the local Council including all drawings, specifications, conditions and notes;

(iii) a copy of any requisite construction certificates for the Lot 7 Window Works, under part 4A of the *Environmental Planning and Assessment Act 1979;*

(iv) a copy of a certificate of insurance relating to the Lot 7 Window Works, if required under Section 92 of the *Home Building Act 1999*; and

(v) evidence of currency for the duration of the Lot 7 Window Works of contractors all risk insurance cover with an insurance office of repute (incorporating cover against public risk in respect of claims of death, injury, accident and damage to persons or property occurring in the course of the Lot 7 Window Works to a minimum of $20,000,000.0) to which the Owner is the named party and the Owners Corporation is noted as an interested party.

c) In undertaking the Lot 7 Window Works, the Owner must by himself, his agents, servants and contractors:

(i) use the material specified in the construction certificate in a manner specified in the plans and specifications approved in the construction certificate. If the materials or

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the manner of use is not specified in the construction certificate then the best quality and the most appropriate materials in a proper and skilful manner will be used:

(ii) comply with all conditions and requirements of the local Council and must comply with the plans and specifications approved in the construction certificates;

(iii) comply with the Building Code of Australia and all pertinent Australian Standards;

(iv) not allow the obstruction of reasonable use of the Common Property in the course of the Lot 7 Window Works, by building materials, tools, machines, debris or motor vehicles;

(v) ensure that any Lot 7 Window Works involving the use of jackhammers, masonry drills or any noisy work is undertaken, between the hours of 9am and 5pm on weekdays (other than public holidays);

(vi) give the residents of the other Lots in the strata plan not less than 24 hours notice of the Lot 7 Window Works being undertaken;

(vii) comply with any reasonable requirement of the Owners Corporation concerning the means of entering and leaving the building for tradesman, building materials, tools and debris;

(viii) carry out the Lot 7 Window Works between 9am and 5pm Monday to Friday (inclusive) excluding public holidays;

(ix) ensure the Lot 7 Window Works are completed within one month of their commencement;

(x) ensure the Lot 7 Window Works are carried out in a proper and workmanlike manner, by duly licensed contractors; and

(xi) comply with the requirements of the Owners Corporation in relation to compliance with any by-laws and relevant Authority concerning the performance of the Lot 7 Window Works.

(d) Following the completion of the Lot 7 Window Works. the Owner of Lot 7 will be responsible for (at the cost of the Owner of Lot 7) that the proper maintenance of the Lot 7 Window Works and keeping the Lot 7 Window Works in a state of good and serviceable repair.

(e) The Owner of Lot 7 must indemnify the Owners Corporation against any loss or damage that the Owners Corporation suffers as a result of the performance, maintenance or replacement

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of the Lot 7 Window Works on the Common Property and will pay those amounts to the Owners Corporation upon request.

(f) The Owner of Lot 7 accepts liability for any damage caused to any part of the Common Property as a result of the erection, attachment, removal or replacement of the Lot 7 Window Works to the Common Property and the responsibility to make good the damage (at the cost of the Owner of Lot 7) immediately after it has occurred.

(g) The Owner of Lot 7 must ensure that the Lot 7 Window Works, at the time of construction and at all times thereafter, are not visible from any street, road or public thoroughfare relating to any building on any of the Strata Schemes.

ADDED SPECIAL BY-LAW No. 14 – Lot 1 Balcony Works

a) On the conditions set out below the Owner of Lot 1 have a special privilege in respect of the Common Property to install 2 windows in the balcony of the Lot in accordance with plans and specifications to be approved by the Owners Corporation prior to commencement of these Works (**Lot 1 Window Works**). The Lot 1 Window Works are at the cost of the Owner of Lot 1.

b) Before starting the Lot 1 Window Works the Owner must provide the Owners Corporation with:

(i) a copy of the proposed application to be lodged with the local Council, including all drawings, specifications, conditions and notes. If an application to the local Council is not required, then prior to the commencement of the Lot 1 Window Works, a copy of all proposed plans and specifications must be lodged with the Owners Corporation for approval;

(ii) a copy of any requisite approval from the local Council including all drawings, specifications, conditions and notes;

(iii) a copy of any requisite construction certificates for the Lot 1 Window Works, under part 4A of the *Environmental Planning and Assessment Act 1979*;

(iv) a copy of a certificate of insurance relating to the Lot 1 Window Works, if required under Section 92 of the *Home Building Act 1999*; and

(v) evidence of currency for the duration of the Lot 1 Window Works of contractors all risk insurance cover with an insurance office of repute (incorporating cover against public risk in respect of claims of death, injury, accident and damage to persons or property occurring in the course of the Lot 1 Window Works to a minimum of

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$20,000,000.0) to which the Owner is the named party and the Owners Corporation is noted as an interested party.

c) In undertaking the Lot 1 Window Works, the Owner must by himself, his agents, servants and contractors:

(i) use the material specified in the construction certificate in a manner specified in the plans and specifications approved in the construction certificate. If the materials or the manner of use is not specified in the construction certificate then the best quality and the most appropriate materials in a proper and skilful manner will be used;

(ii) comply with all conditions and requirements of the local Council and must comply with the plans and specifications approved in the construction certificates;

(iii) comply with the Building Code of Australia and all pertinent Australian Standards;

(iv) not allow the obstruction of reasonable use of the Common Property in the course of the Lot 1 Window Works, by building materials, tools, machines, debris or motor vehicles;

(v) ensure that any Lot 1 Window Works involving the use of jackhammers, masonry drills or any noisy work is undertaken, between the hours of 9am and 5pm on weekdays (other than public holidays);

(vi) give the residents of the other Lots in the strata plan not less than 24 hours notice of the Lot 1 Window Works being undertaken;

(vii) comply with any reasonable requirement of the Owners Corporation concerning the means of entering and leaving the building for tradesman, building materials, tools and debris;

(viii) carry out the Lot 1 Window Works between 9am and 5pm Monday to Friday (inclusive) excluding public holidays;

(ix) ensure the Lot 1 Window Works are completed within one month of their commencement;

(x) ensure the Lot 1 Window Works are carried out in a proper and workmanlike manner, by duly licensed contractors; and

This is page 90 of a total of 91 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 80140 was affixed on the 5th day of June 2017 in the presence of:

Names:.....
Signatures.....
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Being the persons authorised by Section 273 of the *Strata Schemes Management Act* 2015 to attest the affixing of the seal.

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(xi) comply with the requirements of the Owners Corporation in relation to compliance with any by-laws and relevant Authority concerning the performance of the Lot 1 Window Works.

(d) Following the completion of the Lot 1 Window Works, the Owner of Lot 1 will be responsible for (at the cost of the Owner of Lot 1) that the proper maintenance of the Lot 1 Window Works and keeping the Lot 1 Window Works in a state of good and serviceable repair.

(e) The Owner of Lot 1 must indemnify the Owners Corporation against any loss or damage that the Owners Corporation suffers as a result of the performance, maintenance or replacement of the Lot 1 Window Works on the Common Property and will pay those amounts to the Owners Corporation upon request.

(f) The Owner of Lot 1 accepts liability for any damage caused to any part of the Common Property as a result of the erection, attachment, removal or replacement of the Lot 1 Window Works to the Common Property and the responsibility to make good the damage (at the cost of the Owner of Lot 1) immediately after it has occurred.

(g) The Owner of Lot 1 must ensure that the Lot 1 Window Works, at the time of construction and at all times thereafter, are not visible from any street, road or public thoroughfare relating to any building on any of the Strata Schemes.

This is page 91 of a total of 91 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 80140 was affixed on the 5th day of June 2017 in the presence of:

Names: DAVID FERGUSON

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act* 2015 to attest the affixing of the seal.

THE OWNERS - STRATA PLAN NO. 80140 ★ Common Seal

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FILM WITH
AM466046

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 COMMON SEAL by **THE OWNERS - STRATA PLAN NO. 80140** was hereunto affixed on the 5th day of June 2017 in the presence of)
being the person(s) authorised by Section 273 of the *Strata Schemes Management Act* 2015 to attest the affixing of the seal:)

THE OWNERS - STRATA PLAN No. 80140 ★ Common Seal

.....

DAVID FERGUSON
Print name

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Form: 15CH
Release: 2·0

CONSOLIDATION/ CHANGE OF BY-LAWS

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

AN80230D

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
Folio Identifier CP/SP80140

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
1W	Strata Specialist Lawyers Tel: (02) 9089 8706 GPO Box 1378 SYDNEY NSW 2001 Reference: CC:20170267SP80140	CH

(C) The Owners-Strata Plan No. ~~81040~~ 80140 certify that a special resolution was passed on 12/12/2017

(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. 1 to 41,Special By-Laws 2-14
Added by-law No. 1 to 14,Special By-Laws 1 to 18
Amended by-law No.
as fully set out below:
See Annexure "A"

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A" .

(G) The seal of The Owners-Strata Plan No. 81040 was affixed on 22/1/2018 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:
Name: Guy Beresford
Authority: Strata Managing Agent

Signature:
Name:
Authority:

THE OWNERS - STRATA PLAN NO. 80140 ★ Common Seal

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

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STRATA SCHEME NO 80140
ANNEXURE "A" TO CONSOLIDATION/CHANGE OF BY-LAWS

CONSOLIDATED BY-LAWS

1 Definitions and Interpretations

In these by-laws, the words and expressions set out below have the following meanings:

Access Control Device means a form of access card and/or remote control used to operate doors, lifts, any other parts of the Common Property and to access the car park.

Act means the *Strata Schemes Management Act 2015*.

Air Conditioning Components means the components of an air conditioning system servicing a Lot including but not limited to units, filters and condenser systems.

Architectural Code means the code set out in Annexure A to these by-laws.

Authority means any government municipal or statutory authority which has jurisdiction over the Land.

Car Space means a car space which forms part of a Lot and which has been approved by an Authority for use as a car space.

Car Wash Bay means the two car wash bays located on the Common Property in the car parking area or any other areas as may be designated as car wash bays by the Owners Corporation from time to time.

Commercial Exhaust means the exhaust system installed in the Commercial Lots or in the Common Property in the vicinity of the Commercial Lots.

Commercial Lot means any lot in the Strata Plan which, from time to time is permitted under the *Environmental Planning and Assessment Act 1979 (NSW)* to be used for commercial or retail use.

Commercial Refuse Room means the refuse room located on Common Property in the basement carpark.

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Names: Guy Beresford
Signatures:
.....
Being the persons authorised by Section 273 of the *Strata Schemes Management Act* 2015 to attest the affixing of the seal.

THE OWNERS - STRATA PLAN NO. 80140 ★ Common Seal

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Commercial Toilet means the toilet located on the Common Property adjacent to the Commercial Lots.

Common Property mean the parts of the Land which do not form part of a Lot.

Common Property Plant Rooms means the plant rooms located on the top level of each Tower which are designated to house Air Conditioning Components and other common property equipment and services.

Courtyard means the central courtyard in Prominence which forms part of the Common Property.

Developer means Prominence Apartments Pty Limited ACN 106 231 038.

Grease Trap means the grease trap located in the basement carpark.

Land means the land comprising all Lots and the Common Property.

Law means any statute, rule, regulation, proclamation, ordinance or by law, whether federal, state, local or otherwise relevant to the particular subject matter.

Lot means a lot (as defined in the Act) in Prominence.

Occupier means an occupier, lessee or licensee in lawful occupation of a Lot.

Owner means:

(a) the owner for the time being of a Lot;

(b) if a Lot is subdivided or resubdivided, the owner(s) for the time being of the new Lot(s);

(c) for a by-law granting exclusive use and special privileges over Common Property, the owner(s) of the Lot(s) benefiting from the by-law; or

(d) a mortgagee in possession of a Lot.

Owners Corporation means the owners corporation for Prominence.

Prominence means the strata scheme created on registration of the Strata Plan.

Residential Garbage Chute means a garbage chute located in a Residential Refuse Room.

Residential Lot means any Lot other than a Commercial Lot.

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Residential Recycling Bin means a bin designated as such and located in a Residential Refuse Room.

Residential Refuse Room means the Common Property refuse rooms marked on the Strata Plan or in any other area as may be designated by the Owners Corporation as appropriate from time to time and which contain the Residential Garbage Chutes and Residential Recycling Bins.

Strata Committee means the strata committee of the Owners Corporation.

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

Strata Plan means the strata plan registered for Prominence.

Tower means one of the four corner towers of the building which forms Prominence.

2 Introduction

2.1 Prominence is a residential strata scheme with 202 Residential Lots and 2 Commercial Lots.

These by-laws set out the rules of the Strata Scheme and bind:

(a) Owners;

(b) Occupiers;

(c) the Owners Corporation; and

(d) mortgagees in possession of a Lot.

3 Noise

An Owner or Occupier of a Lot must not create any noise on a Lot or the Land likely to interfere with the peaceful enjoyment or the Owner or Occupier of another Lot or of any person lawfully using Common Property.

4 Vehicles, Common Property and Car Spaces

(a) An owner or Occupier of a Lot must not park or stand any motor or other vehicle on Common Property or permit any invitees or the Owner or Occupier to park or stand any motor or other vehicle on Common Property except:

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(i) in the case of an invitee, in a Car Space designated as a "visitors" space (subject to subclause (d)); or

(ii) with the prior written approval of the Owners Corporation.

(b) The Owners Corporation must not unreasonably withhold its approval to the temporary parking or standing of a motor vehicle on the Common Property.

(c) The Owners Corporation may install such traffic control devices and traffic signage on the Common Property as it sees fit, including, without limitation, that motor or other vehicles parked on Common Property in breach of this by-law may be wheel-clamped.

(d) A vehicle must not remain in a visitor space for longer than one continuous 24 hour period.

(e) The notice of determination of development application in relation to Prominence specifies that residents are not eligible to participate in on-street resident parking schemes.

(f) An Owner or Occupier must not:

(i) enclose a Car Space;

(ii) store any item in a Car Space other than a motor vehicle;

(iii) use a Car Space for the washing of motor vehicles or equipment; or

(iv) use a Car Space for the carrying out of mechanical or other repairs,

without first obtaining the prior written consent of the Owners Corporation and any Authority.

(g) Without limiting the restrictions on parking in a Car Space designated as a "visitors" space, a "disabled" space or a "car washing bay" space and other Common Property and the powers of the Owners Corporation set out elsewhere in this by-law, the Strata Committee may for the purpose of the control, management, administration, use and or enjoyment of the Common Property including, without limitation, a Car Space designated as a "visitors" space, a "disabled" space or a "car washing bay" space and to preserve the security of the building:

(i) establish and maintain a register of all vehicles owned or used by Owners and Occupiers including:

(A) the make and registration number of the vehicle;

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(B) the name of the Owner or Occupier who owns or uses the vehicle;

(C) the number of the Lot and the contract details of the Owner or Occupier; and

(D) if the Owner or Occupier does not own the vehicle, the name and contact details of the owner of the vehicle;

(ii) take such further action consistent with this by-law as is reasonable and necessary in order to regulate or restrict the parking or standing of motor or other vehicles on Common Property and/or preserve the security of the building.

(h) If an Owner, Occupier or invitee parks or stands any motor or other vehicle on Common Property in breach of this by-law (including without limitation an Owner or Occupier parking or standing a vehicle in a Car Space designated as a "visitor" space, a "disabled" space or a "car wash bay" space);

(i) if the Owners Corporation has appointed a building manager, caretaker or security personnel (each of whom are included in the term "**Building Manager**"), the Building Manager may, without reference to the Strata Committee, give a notice; or

(ii) if there is no Building Manager, the Strata Committee (acting reasonably) may by resolution determine that a notice be given,

to that Owner, Occupier or invitee requiring that the Owner, Occupier or invitee comply with this by-law, in default of which the Strata Committee, acting reasonably, may take action in respect of the motor vehicle areas provided in this by-law (**Notice of Breach**).

(i) The Notice of Breach given under the preceding clause of this by-law must:

(i) be in writing;

(ii) be displayed prominently on the vehicle in such a way as to ensure that it is brought to the attention of the driver of the vehicle and that no damage is done to the vehicle;

(iii) advise that if the Owner, Occupier or invitee fails to remove the said vehicle parked or standing on Common Property in breach of this by-law or parks or stands the said motor vehicle on Common Property again in breach of this by-law, the Owners corporation may, if the Notice of Breach is given to an

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Owner or Occupier in respect of a vehicle owned by that Owner or Occupier, the Owners Corporation may affix a wheel clamping device to that vehicle; and

(iv) advise that the Owners Corporation (or its agent) may charge a fee not exceeding $200 for the removal of the wheel clamping device.

(j) If an Owner, Occupier or invitee is given a Notice of Breach under this by-law, the Owner, Occupier or invitee must forthwith comply with that Notice of Breach and remove the vehicle the subject of the Notice of Breach parked on Common Property in breach of this by-law.

(k) Without limiting by-law 4(p), an invitee may only park a motor vehicle in a Car space designated as a "visitor" space or a "disabled" space for a period of up to 12 hours in any 24 hour period and not exceeding 4 days in any 7 consecutive days, and only for the purposes of visiting an Owner or Occupier in the Land or for the purposes of conducting business within the land including the Common Property of the Land.

(l) An Owner or Occupier must only allow a maximum of (4) invitees to use a Car Spaces designated as "visitor" spaces or "disabled" spaces at any one time.

(m) Notwithstanding by-law 4(k), an Owner or Occupier may apply to the Building Manager or Owners Corporation to request that an invitee be allowed to exceed the 12 hour parking limit up to a maximum of 28 consecutive days in any calendar year. Such determination made by either the Building Manager or Owners Corporation is at its absolute discretion.

(n) Notwithstanding by-law 4(1), an Owner or Occupier may apply to the Building Manager or the Owners Corporation to request a further allocation of Car Spaces designated as "visitor" spaces (to a maximum of 6). Such determination made by either the Building Manager or the Owners Corporation is at its absolute discretion.

(o) The Car Spaces designated as "visitor" spaces are to be maintained free of obstruction and is for the exclusive use of invitees.

(p) An invitee can only park in a Car Space designated a "disabled" space if the invitee has the appropriate authorisation displayed on the invitee's motor vehicle.

(q) An Owner or Occupier can only stand in a Car Space designated as a "car washing bay" space for a maximum period of 2 hours for the purpose of washing the Owner's or Occupier's motor vehicle. An Owner, Occupier or invitee must not park in a Car Space designated as a "car washing bay" space.

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(r) An Owner or their appointed agent is permitted to install a collapsible car parking barrier within their designated car space provided that:

(i) the car parking barrier is installed using removable adhesive; and

(ii) an application form and guidelines provided by the Owners Corporation are signed by the Owner or their appointed agent and returned to the Building Manager or Owners Corporation.

(s) An Owner or Occupier consents to the immobilisation of their vehicle by the Owners Corporation by means of wheel clamps if the Owner or Occupier fails to comply with a Notice of Breach.

5 Obstruction of Common Property

An Owner or Occupier of a Lot must not obstruct lawful use of Common Property by any person.

6 Damage to lawns and plants on Common Property, plants on balconies

(a) An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation:

(i) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property; or

(ii) use for his or her own purposes as a garden any portion of the Common Property.

(b) An Owner or Occupier must not keep plants or other items on a balcony of a Lot if the keeping of those plants render the balcony unsightly or not in keeping with the general nature and amenity of Prominence.

7 Damage to Common Property

(a) An Owner or Occupier of a Lot must not:

(i) mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property;

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(ii) install any locking or other safety device (which is visible from outside the Lot) for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot; or

(iii) install any screen (including a security screen) or other device to prevent entry of animals or Insects on a Lot,

except with the written approval of the Owners Corporation or as may be permitted in accordance with these by-laws and in accordance with the terms and conditions set out in the Architectural Code.

(b) Any such locking or safety device, screen, other device or structure installed pursuant to this by-law must comply with all Laws and the requirements or all Authorities and be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of Prominence.

(c) An approval given by the Owners Corporation under subclause (a) cannot authorise any additions to or alterations of the Common Property.

(d) This by-law does not prevent an Owner or person authorised by an Owner from installing:

(i) any structure or device to prevent harm to children within the Owners Lot;

(ii) any sign to advertise the activities or the Occupier or the Lot if the Owners Corporation has specified locations for such signs and that sign is installed in the specified locations and in accordance with the terms and conditions of the Architectural Code; or

(iii) any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot.

(e) Despite section 106 of the Act, the Owner of a Lot must:

(i) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (a) that forms part of the Common Property and that services the Lot; and

(ii) repair any damage caused to any part of the Common Property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause (a) that forms part of the Common Property and that services the Lot.

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(f) An Owner or Occupier must give notice to the Owners Corporation or any damage to or defect in the Common Property immediately after an Owner or Occupier becomes aware of any damage or defect.

(g) If an Owner or Occupier causes damage to the Common Property while that Owner or Occupier uses the Common Property then that Owner or Occupier must:

(i) promptly notify the Owners Corporation of the damage caused; and

(ii) compensate the Owners Corporation for any costs incurred in repairing the damage to the Common Property.

8 Behaviour of Owners and Occupiers

An Owner or Occupier of a Lot when on Common Property must:

(a) be adequately clothed;

(b) not use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using Common Property; or

(c) not smoke cigarettes, cigars or pipes in stairwells, lifts, foyers and the car park forming part of the Common Properly or allow smoke from cigarettes, cigars or pipes to enter any such areas or such other parts of the Common Property as the Owners Corporation may designate from time to time.

9 Children playing on Common Property

An Owner or Occupier of a Lot must not permit any child of whom the Owner or Occupier has control, to:

(a) be on Common Property; or

(b) be or to remain in a Residential Refuse Room, car parking area or any other area of possible danger or hazard to children,

unless accompanied by an adult exercising effective control.

10 Behaviour of invitees

(1) An Owner or Occupier of a lot must take all reasonable steps to ensure that invitees of the Owner or Occupier do not behave in a manner likely to interfere with the

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peaceful enjoyment of the Owner or Occupier of another lot or any person lawfully using Common Property.

(2) An Owner or Occupier of a lot must ensure that their visitors comply with all by-laws and is responsible for a breach of the by-laws by their visitor.

11 Depositing rubbish and other material on Common Property

An Owner or Occupier of a Lot must not deposit or throw on the Common Properly any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Owners Corporation.

12 Drying of laundry Items

An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of a Lot or parcel in such a way as to be visible from outside any building which forms part of Prominence unless approved by the Owners Corporation.

13 Cleaning windows and doors

An Owner or Occupier of a Lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is Common Property, unless:

(a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or

(b) that glass or part of the glass cannot be accessed by the Owner or Occupier of the Lot safely or at all.

14 Alarms

(a) An Owner or Occupier of a Residential Lot must not install a security alarm without first obtaining the prior written consent of the Owners Corporation.

(b) An Owner or Occupier of a Commercial Lot may install a security alarm provided that:

(i) the security alarm is a 'back to base' system; and

(ii) the security alarm is programmed so that the siren switches off after a maximum of 8 minutes:

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(c) This by-law does not apply to any Lot which is owned by the Developer.

15 Rules

(a) The Owners Corporation may make rules relating to access to and use of the Common Property and the Owner or Occupier of a Lot must comply with any such rules at all times.

(b) These by-laws shall prevail to the extent of any inconsistency between any such rules and these by-laws.

16 Signage

16.1 For so long as the Developer is the registered proprietor of a Lot, the Developer may:

(a) display 'for sale' and/ or 'for lease' signage on any such Lot; and

(b) display 'for sale' and/ or 'for lease' signs on the Common Property.

No fee or charge is payable to the Owners Corporation nor is written approval required lo be obtained from the Owners Corporation in relation to the signage rights set out in this by-law.

16.2 Subject to clause 16.1, an Owner or Occupier of a Lot must not erect any signage (whether temporary or permanent) on Common Property or on a Lot that can be seen from outside a Lot without the approval of the Strata Committee and if required, any Authority.

16.3 An Owner or Occupier may only with the written approval of the Strata Committee or the Owners Corporation erect "for sale" or "for lease" signs which have an area of not more than 1 square metre within a Lot or within any other area of Common Property designated for that purpose by the Owners Corporation from time to time.

17 Storage of Inflammable liquids and other substances and materials

(a) An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, use or store on a Lot or on the Common Property any inflammable, explosive or dangerous substance.

(b) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

18 Moving furniture and other objects on or through Common Property

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(a) An Owner or Occupier must not transport any furniture, large objects or procure deliveries through or on Common Property without first obtaining the approval of the Strata Committee or the Owners Corporation.

(b) An Owner or Occupier of a Lot must not damage the Common Property if it transports any furniture, large object or procures deliveries to or from a Lot through or on Common Property within Prominence. If any damage is caused, then the Owner or Occupier must compensate the Owners Corporation for any costs or expenses incurred in repairing the damage.

(c) The Owners Corporation in providing approval may resolve that the furniture, large objects or deliveries to and from the Lot are to be transported through or on the Common Property in a specified manner and may request the provision of a suitable bond as security for the cost of making good any damage.

(d) If the Owners Corporation has specified, by resolution, the manner in which furniture, large objects or deliveries to and from a Lot are to be transported, then an Owner or Occupier of a Lot must not transport any furniture, large object or deliveries to and from the Lot through or on Common Property except in accordance with that resolution.

(e) An Owner or Occupier of a Lot may only take delivery of furniture (or any other large items) between:

(i) 7.00 am and 5.00 pm Mondays to Fridays;

(ii) 9.00 am and 5.00 pm on Saturdays and Sundays; and

(iii) any other time permitted by the Owners Corporation or Strata Committee or building manager if a building manager has been appointed for the Strata Scheme.

19 Floor coverings, window coverings and balconies

(a) An Owner of a lot must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.

(b) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

(c) An Owner of a Lot must not enclose the balcony of a Lot.

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(d) An Owner of a lot can only install a window covering in accordance with the requirements of the Architectural Code.

20 Garbage disposal

20.1 Residential Owners and Occupiers

(a) An Owner or Occupier of a Residential Lot must:

(i) place their:

(A) garbage or waste in the Residential Garbage Chutes designated by the Owners Corporation for that purpose; and

(B) recyclable material in the Residential Recycling Bins.

(ii) ensure any garbage receptacle contained within a Lot, or on such part of the Common Property as may be authorised by the Owners Corporation, is maintained in a clean and dry condition and adequately covered;

(iii) ensure that before refuse, recyclable material or waste is placed in a Residential Garbage Chute or in a Residential Recycling Bin It is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines;

(iv) promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that item was spilled; and

(v) not dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant Law applying to the disposal of such waste.

(b) The Owners Corporation must arrange for the collection of all garbage and recyclable materials from the Residential Refuse Room by the relevant Authority.

20.2 Commercial Owners and Occupiers

(a) An Owner or Occupier of a Commercial Lot must:

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(i) ensure that refuse, recyclable material or waste is placed in a receptacle within their Lot or in a receptacle in the Commercial Refuse Room;

(ii) in the case of refuse, ensure it is securely wrapped or, in the case of tins or other containers, ensure they are completely drained, or, in the case of recyclable material or waste, ensure it is separated and prepared in accordance with the applicable recycling guidelines;

(iii) promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that Item was spilled; and

(iv) not dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant Law applying to the disposal of such waste.

(b) The Owner or Occupier of a Commercial Lot must make their own arrangements for the collection of garbage and recyclable materials for their respective Lots.

21 Air conditioning equipment

21.1 Air Conditioning installed at the time of registration of the Strata Scheme

(a) Owners have the exclusive use and enjoyment of the Air Conditioning Components of any split system air conditioning system which services that Owner's Lot at the time of registration of the Strata Plan.

(b) Owners whose Lots have Air Conditioning Components installed at the time of registration of the Strata Plan are responsible for the repair, maintenance and replacement of any such Air Conditioning Components.

(c) This by-law also applies to the Owners of Lots which have Air Conditioning Components which are located in the Common Property Plant Rooms. Access to the Common Property Plan Rooms must be arranged with the building manager (if one is appointed for the Strata Scheme) or the Strata Committee.

21.2 Installation of Air Conditioning by the Developer

(a) Notwithstanding any other by-law or rule applicable to the Strata Scheme, for so long as the Developer is the registered proprietor of a Lot, the Developer may install Air Conditioning Components in any such Lot and in Common Property to the extent

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required to service the applicable Lot without the prior written approval of the Owner Corporation.

(b) Any installation carried out pursuant to this clause will be at the cost of the Developer.

(c) The Owner of a Lot which has air conditioning installed by the Developer pursuant to this clause will be responsible for the repair, maintenance and replacement of the Air Conditioning Components associated with that Lot. The Developer will only be responsible for any such Air Conditioning Components from the date of installation until the dale the Lot is owned by someone other than the Developer.

21.3 Installing Air Conditioning

(a) An Owner or Occupier of a Lot in the Strata Scheme must not, without the prior written approval of the Owners Corporation, install any Air Conditioning Components in the Common Property for the purposes of servicing the Lot.

(b) An Owner of a Commercial Lot may only install a split system air conditioning unit in a Commercial Lot if the proposal is for the condenser unit associated with the air conditioning unit to be installed in the Common Property of the basement car park in the area designated for the installation of condenser units for that Lot (as specified in the Architectural Code) and provided;

(i) prior written approval is first obtained from the Owners Corporation; and

(ii) the provisions of the Architectural Code In relation to installation are followed.

(c) The Owner of a Lot who installs a split system air conditioning unit in accordance with this by-law must:

(i) comply with the requirements and directions of the Owners Corporation, the Architectural Code and the relevant Authority in relation to the installation of the split system air conditioning unit, including but not limited to directions in relation to the location of the condenser unit;

(ii) only make those alterations to the Common Property lo install the air conditioning unit as are reasonably necessary; and

(iii) carry out the installation at its own cost.

(d) An Owner or Occupier of a Lot who has installed air conditioning pursuant to this clause must:

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(i) keep and maintain the Air Conditioning Components in a state of good and serviceable repair and make good any damage caused to the Common Property as a result of the installation of the air conditioning;

(ii) comply with the requirements of all relevant Laws and Authorities and the Owners Corporation in connection with the installation, operation, repair and maintenance of the Air Conditioning Components; and

(iii) indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, maintenance, replacement or removal of the Air Conditioning Components on the Common Properly including liability under section 122(6) of the Act in respect of any property of the Owner of a Lot.

(e) The Owners Corporation may make rules and regulations regarding the type, size and quality of any Air Conditioning Components which may be operated and installed in the Strata Scheme in addition to those outlined in the Architectural Code. Any Owner or Occupier of a Lot in the Strata Scheme must comply with any such rules or regulations.

22 Barbeque equipment

(a) An Owner or Occupier of a Residential Lot must not store or operate portable barbeque equipment on the balcony of the Residential Lot unless the barbeque equipment:

(i) will not or is not likely to cause damage or danger to persons or property;

(ii) if the use of the barbecue equipment causes smoke, odours or noise to be permitted to other Lots in the Strata Scheme and such emissions cause a nuisance to other Owners and Occupiers of Lots in the Strata Scheme;

(iii) is maintained in a clean and tidy condition at all times;

(iv) is used between outside the hours of 10.00am and 9.00pm unless otherwise approved by the owner's Corporation; and

(v) is used only in accordance with these by-laws.

23 Lift Lobby Restrictions

For the purposes of hazard management, the Owners Corporation must ensure that the Common Property lift lobbies servicing Tower 1 located on the north-east corner of

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Prominence and Tower 2 located on the north-west corner of Prominence are not used for the storage of combustible goods. The lobbies must not contain furniture, artwork and/or other fixtures and fittings and must remain sterile with the exception of painted masonry or plasterboard walls and carpeted floors.

24 Keeping of animals

1. An owner or occupier of a lot may keep one animal on a lot or the common property subject to the conditions set out in this by-law.

2. An animal is limited to one "common household pet" that that is kept in the home as a companion animal. Any animal that is deemed to be potentially harmful to the health or safety of others will not be allowed.

3. To the extent of any inconsistency with previous by-laws, this by-law prevails.

Conditions

Approval Process

4. An owner or occupier is required to submit a written request for approval through the building manager to the secretary of strata committee before bringing an animal into the scheme.

5. If the applicant is an occupier, written proof of the lot owner's willingness to allow an animal in the lot must be included in the written request for approval.

6. The written request for approval must include:

    a. Information about the animal including the breed, weight and standing height, whether the animal is house trained and common characteristics of the animal.

    b. Photograph of the pet to demonstrate that it is a common household pet.

    c. Proof of registration of the animal with Sydney City Council and that the animal complies with New South Wales legislation and guidelines on animal behaviours for household pets.

    d. Documentation from a veterinarian attesting to whether the animal has been:

        i. Desexed

        ii. Micro chipped

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iii. Vaccinated and inoculated for worms and any other parasites as recommended by the RSPCA.

e. Documentation demonstrating that animal housing areas will provide enough space for the animal to feed, sleep, sit, stand, lie with limbs extended, stretch and move about, and sufficient additional space for bedding as required.

f. Any references from previous neighbours.

g. If your animal has attended training school, a letter from the training school to attest that your animal has been trained.

7. The strata committee will refuse to grant approval for an animal to be kept in the scheme if:

a. The animal is not a common household pet;

b. Weighs more than 30 kilograms; and

c. If the applicant refuses or fails to provide all the information requested in clause 6 of this by-law.

8. An owner or occupier must obtain written approval of the strata committee before an animal will be permitted on a lot or common property.

Dealing with animal

9. The owner or occupier must ensure that the animal is appropriately and effectively restrained and under the control of a responsible individual while on common property. The animal must be placed in harness, leash or in a carrier while on common property.

10. The owner or occupier is to ensure that the animal does not soil any part of the common property and is to immediately remove any soiling which may occur on the common property.

11. The owner or occupier must not leave the animal unattended on the balcony of a lot. For avoidance of doubt the animal cannot be locked on the balcony of a lot whilst an owner or occupier of the lot is not present within the lot.

12. The owner or occupier must not leave the animal unattended within the lot for more than 12 hours. If an absence is expected to be longer, the owner or occupier should arrange for someone to check in on the animal and care for it as necessary.

13. No animals are allowed on the common property Level 7 courtyard.

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14. Any loss and damage suffered by the Owners Corporation which has been proven to be caused by the animal may be recovered from the lot owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.

Dealing with bad behaviour

15. The strata committee may require the removal of any animal from a lot if the animal's behaviour or condition is determined to be a nuisance or a threat to the health or safety of other occupants in the scheme.

16. Before removal of any animal, there must be more than two substantiated complaints by neighbours or other lot owners regarding the animal causing a nuisance or hazard to the owner or an occupier of another lot or unreasonably interfering with the use and enjoyment of another lot or of the common property.

17. Any decision made by the strata committee that an animal must be removed from the scheme must be presented in writing to the owner and in the case the animal owner is an occupier, the occupier and the owner.

18. If the owner or occupier believes that the decision is wrongly based, the owner or occupier must request mediation with the strata committee to discuss their decision before making any application to the Tribunal in accordance with strata legislation.

19. If the owner or occupier fails to comply with any of the conditions in this by-law, the strata committee may revoke approval and require removal of the animal.

25 Car wash bays

(a) The Car Wash Bays may only be used by Owners and Occupiers of Residential Lots for car washing purposes.

(b) Owners and Occupiers of Commercial Lots are not entitled to use the Car Wash Bays referred to in subclause (a).

(c) When using the Car Wash Bays, Owners and Occupiers must:

(i) not park in the Car Wash Bays except for the purpose of washing a car;

(ii) only wash vehicles during the hours nominated by the Owners Corporation;

(iii) not unreasonably obstruct the use of a Car Wash Bays by another Owner or Occupier;

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(iv) after washing a vehicle, turn off all taps and return the relevant Car Wash Bays to a clean and tidy state; and

(v) comply with all requirements of the Owners Corporation regarding use and maintenance of the Car Wash Bays.

(d) If the Owners Corporation considers it necessary to clean, repair, maintain or replace the Car Wash Bays and incurs costs in conducting such works, the Owners of Residential Lots must contribute to such costs in shares proportional to the unit entitlement of each Residential Lot.

26 Appearance of Lot

The Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of Prominence.

27 Change in use of Lot

(a) The Owner or Occupier of a Lot must not change the existing use of a Lot without first obtaining the prior written approval of the Owners Corporation.

(b) If a change in existing use of a Lot which occurs pursuant to sub clause (a) of this by-law increases insurance premiums for the Strata Scheme, the Owner or Occupier of the Lot must immediately reimburse the Owners Corporation for an amount equal to the increase in premium and must continue to pay the additional premium relating to the change of use for all future renewals while the relevant use continues.

28 Leasing or licencing of Lots

(a) This by-law applies to any Lot in the Strata Scheme which is leased or licensed.

(b) If an Owner or Occupier of a Lot in the Strata Scheme leases or licences the Lot, the owner or Occupier must:

(i) ensure that the lessee or licensee of the Lot receives a copy of the most recent version of these by-laws, and a copy of any changes made to these by-laws from time to time;

(ii) take all steps to ensure that the lessee or licensee complies with these by-laws and any notice from the Owner's Corporation or anyone employed by the Owners Corporation to manage the Strata Scheme (including a strata managing agent or building manager); and

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(iii) promptly respond to or comply with any notice from the Owner's Corporation or anyone employed by the Owners Corporation to manage the Strata Scheme (including a strata managing agent or building manager) in connection with the lessee or licensee.

29 Preservation of fire safety

The Owner or Occupier of a Lot must not do any thing or permit any invitees of the Owner or Occupier to do any thing on the Lot or Common Property that is likely to affect the operation of fire safety devices on the Land or to reduce the level of fire safety in the Lots or Common Property.

30 Prevention of hazards

The Owner or Occupier of a Lot must not do any thing or permit any invitees of the Owner or Occupier to do any thing on the Lot or Common Property that is likely to create a hazard or danger to the Owner or Occupier of another Lot or any person lawfully using the Common Property.

31 Provision of amenities or services

(a) The Owners Corporation may determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots in respect of the Common Property:

(i) security services;

(ii) promotional services;

(iii) advertising;

(iv) commercial cleaning;

(v) domestic services;

(v) garbage disposal and recycling services;

(vii) electricity, water or gas supply;

(viii) telecommunication services (for example, cable television and mobile antennas);

(ix) landscaping and gardening services;

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(x) repair, maintenance and building services; and

(xi) building management services.

(b) If the Owners Corporation makes a determination in accordance with subclause (a) to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the determination the amount for which, or the conditions on which, it will provide the amenity or service.

(c) The Owners Corporation must use reasonable endeavours to ensure that any arrangement entered into pursuant to this by-law is entered into with a suitably qualified or licensed person.

32 Controls on hours of operation and use of facilities

(a) The Owners Corporation may, acting reasonably, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of a Lot or the Lots and Common Property of the Strata Scheme:

(i) that commercial or business activities may be conducted on a Commercial Lot only during certain times; and

(ii) that facilities situated on the Common Property may be used only during certain times or on certain conditions,

provided that the determination must not operate to prevent the operation of a restaurant or cafe on a Commercial Lot during hours which are permitted and consented to by an Authority.

(b) An Owner or Occupier of a Lot must comply with a determination referred to in subclause (a).

33 Security

33.1 The Owners Corporation may take measures to ensure the security of and to preserve the safety of the Common Property and the Lots from fire and other hazards by:

(a) closing off any part of the Common Property not required for access to a Lot on either a temporary or permanent basis; and/or

(b) otherwise restricting the access to or use by an Owner or Occupier of any part of the Common Property.

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33.2 **Restricted Access**

The Owners Corporation may restrict access to certain parts of the Common Property by issuing Access Control Devices to the Owners of Lots and any persons authorised by the Owners Corporation.

33.3 **Fees**

(a) The Owners Corporation may charge a reasonable fee for an additional or replacement Access Control Device required by an Owner.

(b) An Owner must exercise a high degree of caution and responsibility in making an Access Control Device available for use by an Occupier and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure:

(i) the return of the Access Control Device to the Owner or the Owners Corporation; and

(ii) that an Occupier complies with by-law 33.4 in relation to an Access Control Device.

33.4 **Access Control Device**

A person to whom an Access Control Device is made available must:

(a) not duplicate or copy the Access Control Device;

(b) immediately notify the Owners Corporation if the Access Control Device is lost, stolen or misplaced;

(c) when requested by the Owners Corporation, immediately return the Access Control Device to the Owners Corporation; and

(d) take all reasonable steps to safeguard the Access Control Device against loss, damage or theft.

33.4 **Owners Corporation may restrict access**

In addition to the functions conferred or imposed on it under the Act, the Owners Corporation has the power to:

(a) restrict access to parts of the Common Property to which an Owner or Occupier does not, in the opinion of the Owners Corporation acting reasonably, need access;

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(b) disable an Access Control Device in relation to the car parking areas if an Owner or an Occupier breaches by-law 4.

34 Use of the Commercial Lot

(a) An Owner or Occupier of a Commercial Lot is only entitled to use the Commercial Lot:

(i) in accordance with the terms of these by-laws; and

(ii) for any purpose approved by the relevant Authority and the Owners Corporation in connection with the use and occupation of any business conducted on the Commercial Lot, With the exception that the Owner or Occupier of a Commercial Lot is not required to obtain the consent of the Owners Corporation to the following uses:

(A) cafe;

(B) restaurant;

(C) delicatessen;

(D) contemporary corner store;

(E) commercial shop;

(F) professional office suite; or

(G) any combination of the above.

(b) Subject to subclause (d) an Owner or Occupier of a Commercial Lot may install or erect within the Commercial Lot equipment, furniture, including any fit-out works, and any other item in connection with the use of or any business conducted on, the Commercial Lot, provided it has first obtained approval from the Owners Corporation (such consent not to be unreasonably withheld) and from any relevant Authority and meets all requirements and obligations set out in these by-laws.

(c) The Owners Corporation must if requested to do so by the Owner or Occupier of a Commercial Lot endorse any application or other document which is reasonably required by the Owner or Occupier of a Commercial Lot in relation to any of the proposed uses set out in by-law 34(a) or any other use approved by the owners Corporation.

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(d) An Owner of a Commercial Lot may not install any item or structure which, in the opinion of the Owners Corporation:

(i) constitutes an extension or addition to the Commercial Lot; or

(ii) adversely interferes with the use and enjoyment of the Residential Lots and / or the Common Property by the other Owner or Occupier of the Residential Lots and / or the users of the Common Property.

(e) An owner or Occupier of a Commercial Lot:

(i) is responsible for the proper care, maintenance and reinstatement of the Commercial Lot;

(ii) must, in connection with the Commercial Lot, maintain with an insurer approved by the Owners Corporation and In a form approved by the Owners Corporation a public liability insurance policy for a minimum amount of $10 million for any one event (or any other amount nominated from time to time by the Owners Corporation) and insuring against damage to and loss of property, injury and death;

(iii) must provide the Owners Corporation with copies of policies taken out in accordance with this by-law; and

(iv) must maintain the insurance policies referred to in subclause (e)(ii) and ensure that the Owners Corporation is noted as an interested party in such policies.

(f) The Owners Corporation and its agents, employees or contractors may, by reasonable notice to the Owner or Occupier of a Commercial Lot, enter the Commercial Lot at any time for the purposes of carrying out its functions pursuant to these by-laws. In the case of an emergency, the Owners Corporation is not required to give notice prior to entering the Commercial Lot.

(g) An Owner or Occupier of a Commercial Lot may erect, attach or use signs in connection with the business conducted on the Commercial Lot if the Owner or Occupier:

(i) obtains the consent of all relevant Authorities and the Owners Corporation to the signage, including but not limited to approval of the location, size and type of sign (such consent not to be unreasonably withheld if compliant with the Architectural Code);

(ii) ensures that each sign complies with these by-laws and the Architectural Code;

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(iii) takes proper care of, repairs and maintains each sign and keeps in a state of good and serviceable repair the area on which any such sign is erected or attached; and

(iv) effects and maintains appropriate public liability Insurance in respect of each sign erected by or on behalf of that Owner or Occupier.

(h) An Owner or Occupier of a Commercial Lot shall ensure that its customers, patrons, clients or other invitees do not access or attempt to access the Courtyard for any purpose.

(i) An Owner or Occupier of a Commercial Lot must ensure that:

(i) the glass frontage of the Commercial Lot is kept clean at all times; and

(ii) if the glass frontage is broken or cracked, it is replaced or repaired immediately.

35 Exclusive Use of Common Property Outdoor Space - Commercial Lots

(a) The Owners of the Commercial Lots have exclusive use and enjoyment of the Common Property outdoor space directly adjacent to the respective Commercial Lot (Outdoor Space) as allocated to each Commercial Lot and as marked on the plan annexed to the Architectural Code and subject the conditions noted in clause 35(b).

(b) The Owner of a Commercial Lot:

(i) must only use the Outdoor Space for a purpose which is directly associated with the use and occupation of the business conducted on the respective Commercial Lot and must not use it for the purpose of conducting any other form of business;

(ii) is permitted to install, erect, place and keep on the Outdoor Space any item of outdoor furniture (including but not limited to tables, chairs, heaters, umbrellas, display units, stands and barriers) without the prior approval of the Owners Corporation, if such items are not a permanently affixed to the ground of the Outdoor Space and do not serve the purpose of enclosing the Outdoor Space and provided that such items are kept in a tidy and presentable manner;

(iii) must obtain the approval of the Owners Corporation in accordance with by-law 7 prior to installing, erecting or affixing any item or carrying out any works which require the Owner of a Commercial Lot to mark, paint, drive nails or screws or the like into, or otherwise damage or deface or enclose, any part of the Outdoor Space;

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(iv) must comply with all Laws, directions of any Authority and the by-laws applicable to Prominence from time to time when using the Outdoor Space including but not limited to directions and obligations regarding noise, appearance and use;

(v) must ensure (and is responsible for maintaining at all times) access through the Outdoor Space for disabled persons;

(vi) is responsible for and must maintain and keep the designated Outdoor Space associated with the relevant Commercial Lot (including any items kept on the Outdoor Space by the Owner of the Commercial Lot) in a state of good and serviceable repair at all times; and

(vii) accepts liability for any damage caused to any part of the Common Property in the Outdoor Space as well as the responsibility to make good that damage immediately after it has occurred (at its own cost).

36 Grease Trap

(a) The Owners of the Commercial Lots have exclusive use and enjoyment of the Grease Trap for the purpose of keeping a grease trap to service such Lots.

(b) With the prior written consent of the Owners Corporation (which shall not be unreasonably withheld), the Owner of a Commercial Lot may alter the Common Property to the extent necessary to procure the use of the Grease Trap to service the Commercial Lot.

(c) Each Owner of a Commercial Lot shall have the benefit of the rights in this by-law and must jointly with the other Commercial Lot Owners having such rights, maintain, repair and clean the Grease Trap on a regular basis and in accordance with the requirements of all relevant Authorities and all Laws and the Owners Corporation.

(d) The Owners of the Commercial Lots are responsible for all costs incurred in respect of the Grease Trap whether arising from compliance with this by-law or otherwise in an amount proportionate to their respective use of the Great Trap as determined by the Owners Corporation from time to time.

37 Commercial Refuse Room and Commercial Toilet

(a) The Owners of the Commercial Lots have exclusive use and enjoyment of the Commercial Refuse Room and the Commercial Toilet.

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(b) The owners and Occupiers of Commercial Lots must not leave any refuse on the Common Property or in any other receptacle other than the receptacles available in the Commercial Refuse Room.

(c) The owner of a Commercial Lot shall have the benefit of the rights in clause **Error! Reference source not found.** and must jointly with the other Commercial Lot Owners having such rights maintain, repair and clean the Commercial Refuse Room and Commercial Toilet on a regular basis in accordance with the requirements of the Owners Corporation and, to the extent applicable, the requirements of all relevant Authorities and Laws.

(d) The Owners of the Commercial Lots are responsible for the costs incurred in respect of the Commercial Refuse Room and the Commercial Toilet under this by-law in an amount proportionate to their respective use as determined by the Owners Corporation from time to time.

38 Toilet Facilities - Commercial Lots

The Owners Corporation will consent to the installation of toilet facilities in a Commercial Lot if the Owner of a Commercial Lot is required to install such facilities in accordance with the requirements of any Authority or any Law in order to carry on its intended use.

39 Commercial Exhaust

(a) The Owners of the Commercial Lots have exclusive use and enjoyment of the Commercial Exhaust.

(b) The owner of a Commercial Lot shall have the benefit of the rights in this by-law and must jointly with the other Commercial Lot Owners having such rights maintain, repair and clean the Commercial Exhaust on a regular basis in accordance with the requirements of the Owners Corporation and, to the extent applicable, the requirements of all relevant Authorities and Laws.

(c) The Owners of the Commercial Lots are responsible for the costs incurred in respect of the Commercial Exhaust under this by-law in an amount proportionate to their respective levels of use of the Commercial Exhaust as determined by the Owners Corporation from time to time.

40 Compensation to Owners Corporation

(a) An Owner or Occupier of a Lot in the Strata Scheme must compensate the Owners Corporation for any damage to Common Property or personal property vested in the

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Owners Corporation caused by or contributed to by the Owner or Occupier or their invitee.

(b) An Owner or Occupier of a Lot in the Strata Scheme is liable to reimburse the Owners Corporation for any costs incurred by the Owners Corporation in connection with a breach of these by-laws by the Owner or Occupier or any person under their control.

41 Air conditioning system- Lot 76

The Owner of Lot 76. must (at the Owner's cost):

(a) keep and maintain the air conditioning system (including all Air Conditioning Components erected to or attached to Lot 76 and/or the Common Property) servicing and/or connected to Lot 76, in a state of good and serviceable repair;

(b) replace the air conditioning system (including any Air Conditioning Components) as required from time to time;

(c) comply with the requirements of all relevant Laws and Authorities and the Owners Corporation in connection with the operation, repair and maintenance of the air conditioning system (including all Air Conditioning Components on Lot 76 and/or Common Property); and

(d) indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, maintenance, replacement or removal of the air conditioning system (including all Air Conditioning Components) on the Common Property including liability under section 65(6) of the *Strata Schemes Management Act 1996* in respect of any property of the Owner of Lot 76.

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NNEXURE A – ARCHITECHTURAL CODE

prominence

PROMINENCE
1 GRANDSTAND PARADE
VICTORIA PARK
ZETLAND 2017

Architectural Code
FEBRUARY 2008

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INTRODUCTION:

This Code has been prepared as part of the By-Laws for the Strata Scheme.

The intent of the material is to guide decisions by the Executive Committee (EC) related to proposals by owners to add various elements to the internal and external areas of the building.

The recommendations are aimed to continuing the high design standards established at Prominence and are meant to ensure that property values and amenity are not compromised.

The recommendations are based on compatibility with the architectural character of Prominence. The EC will assess written requests from lot owners for works on the basis of specific need and circumstance.

Decisions will be made related to design based on the aesthetic preferences established by the EC. Note that any external fixtures to units orthat are visible from other units must be applied for in writing.

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DESIGN ELEMENTS:

1. BALCONIES
2. BASEMENT STORAGE
3. BLINDS/WINDOW COVERINGS/TINTING
4. CLOTHES LINES
5. COLOURS
6. INSECT SCREENS
7. SECURITY SCREENS
8. SUNSHADES
9. AIR CONDITIONING

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1. BALCONIES:
Balconies must not to be used for any storage of items, such as bicycles, cabinets, bins, boxes, sofas etc. Pots for plants and outdoor furniture that match or are similar in colour to adjacent building elements are permitted.

2. BASEMENT STORAGE
Storage items in the basement car parkmust be enclosed in a storage unit approved by the Body Corporate.

3. BLINDS/WINDOW COVERINGS/TINTING:
Window coverings should be contemporary in design in keeping with the style of the building.
There is a preference for simple, unobtrusive window coverings which are neutral to the external façade. A white or grey exterior surfaceis permitted. Examples of acceptable window coverings are:

1. Suntex Roller Blind in Santorni (White)
2. Suntex Roller Blind in Naples(Grey)

Samples can be obtained from the Building Manager.
External shutters will only be considered in special circumstances and would need to match those already on the building.

Window tinting is not permitted.

4. CLOTHES LINES:

Refer to By Law Clause 12.

5. COLOURS
Prominence has a vibrant and interesting colour scheme. External areas are common property and the Owners Corporation is responsible for maintenance and painting. Original colours will be used.

6. INSECT SCREENS
Aluminium windows and doors werearsite measured and manufactured byTotal Glass and Aluminium Pty Ltd.
Total Glass and Aluminium's recommended insect screen supplier is:
Safeguard Security Systems Pty Ltd
Contact: Stuart Jaeger – 0410 002 084

Screens must be aluminium powdercoated black frames with charcoal mesh

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7. SECURITY DOORS & SCREENS

Security doors and screens should be as unobtrusive as possible. The design of any external security door to ground level apartments should relate to the character of the front fence and gate. For internal apartments, a uniform type is required and must be in a simple pattern, and the colour must match apartment entry doors in common interior area.

8. SUNSHADES

PERMANENT

Permanent sunshades will have a substantial visual impact on the external facades.

Permanently fixed sunshades may only be considered where there is demonstrated need for such devices.

Any permanent sunshades must be approved by the Body Corporate prior to installation.

Any approved sunshades must have minimal visual impact, be retractable and be fixed as unobtrusively as possible to the underside of concrete slabs or other building elements where possible. The colour of any sunshade must relate to the colour of adjacent building elements or be white.

TEMPORARY

Sunshade umbrellas are suitable for use in courtyards, terraces and on balconies where space permits. Black, white or neutral colours are preferred and umbrellas should be secured against wind. Umbrellas must be retracted when not in use.

9. INSTALLATION OF AIR CONDITIONING

a) Subject to Clause 21 of the by-law, an owner or occupier of a lot in the strata scheme must not install any air conditioning equipment without the prior written approval of the Owner's Corporation.

b) The applicant must comply with the terms of by-law clause 21 and seek consent from the relevant authorities if required

c) The applicant must provide plans of the work and details of the type of air conditioning unit

d) The applicant must adhere to the engineer developed installation/location guidelines for Prominence. The guidelines are available from the building manager upon request.

e) Any common property affected by the installation (eg window and door frames/common property) must be suitably reinstated.

f) Any part of the installation visible from outside the building when standing on common property or in a public street must by covered and screened in accordance to the installation guidelines (available from the Building Manager).

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g) Operation may not generate noise in excess of 5dba at any time measured from any adjoining residential lots.

EXECUTIVE COUNCIL APPROVAL IN WRITING NEEDED FOR:

1. Basement Storage
2. Blinds and Window coverings
3. Insect Screens
4. Security doors and Screens
5. Sunshades
6. Air conditioning Units

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ANNEXURE 1 - Signage specifications for Commercial Lots and ground floor Residential Lots

ANNEXURE 1

Signage specifications for Commercial Lots and ground floor Residential Lots

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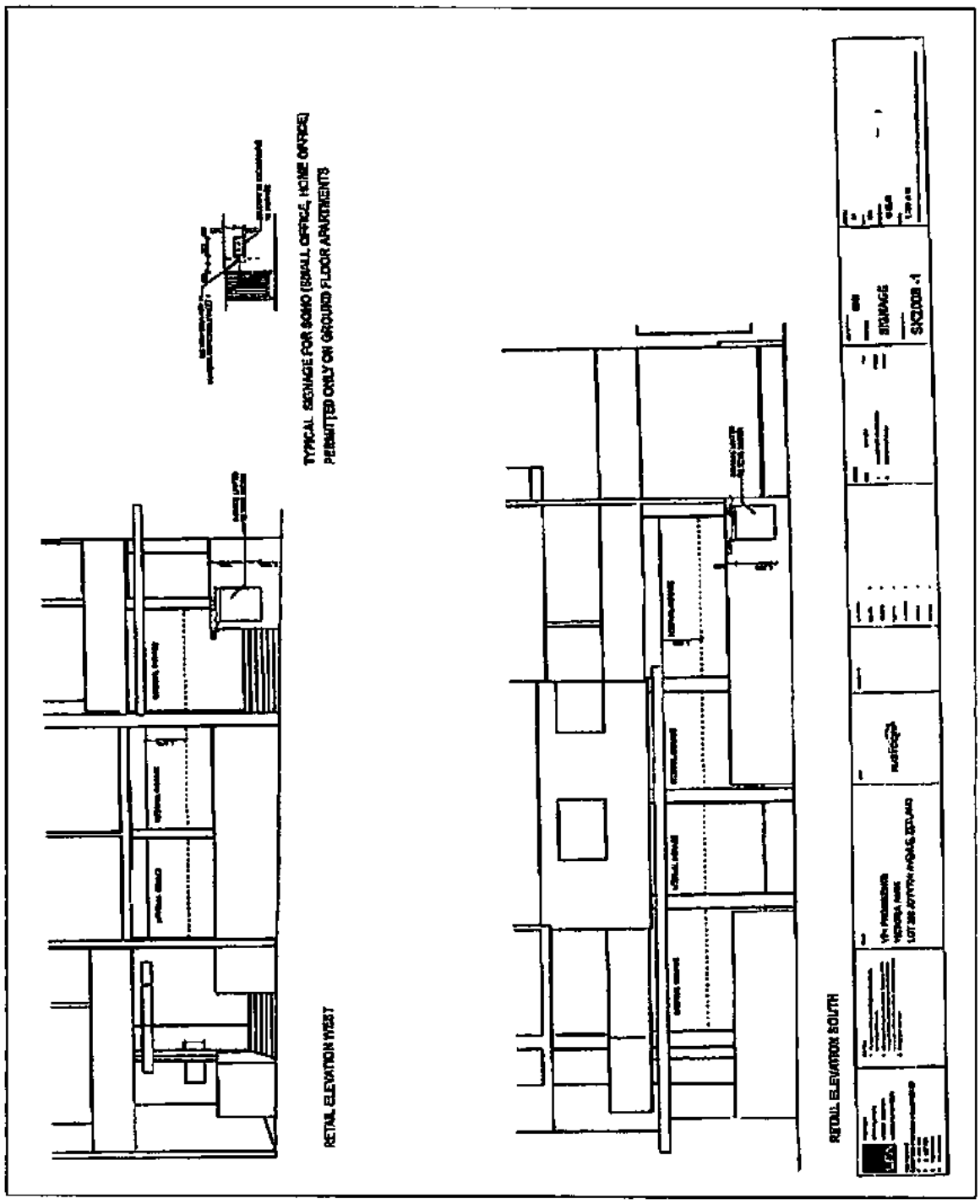

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ANNEXURE 2 - Exclusive use area for Commercial Lots A/C condensers

Annexure 2

Exclusive use area for Commercial Lots A/C condensers

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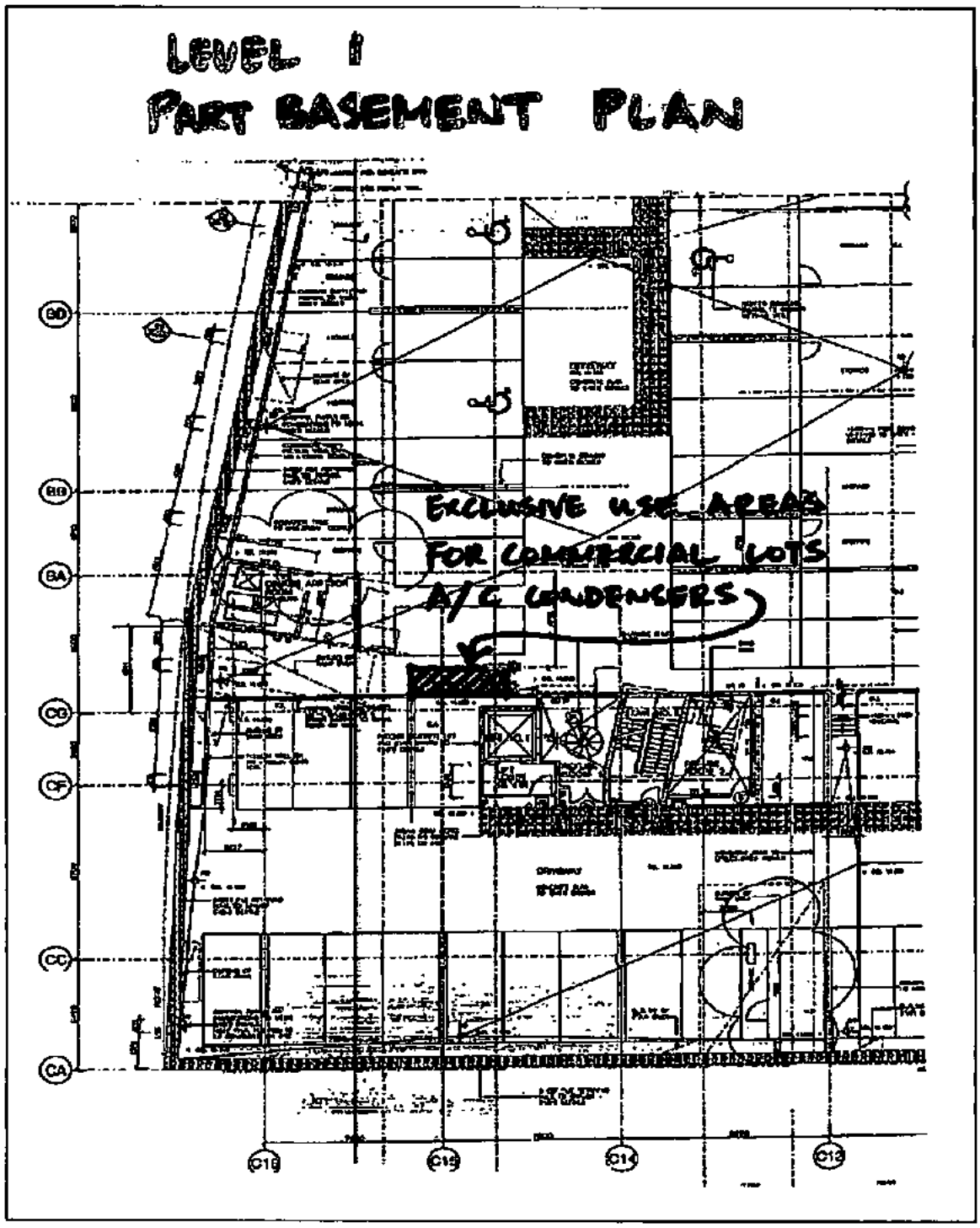

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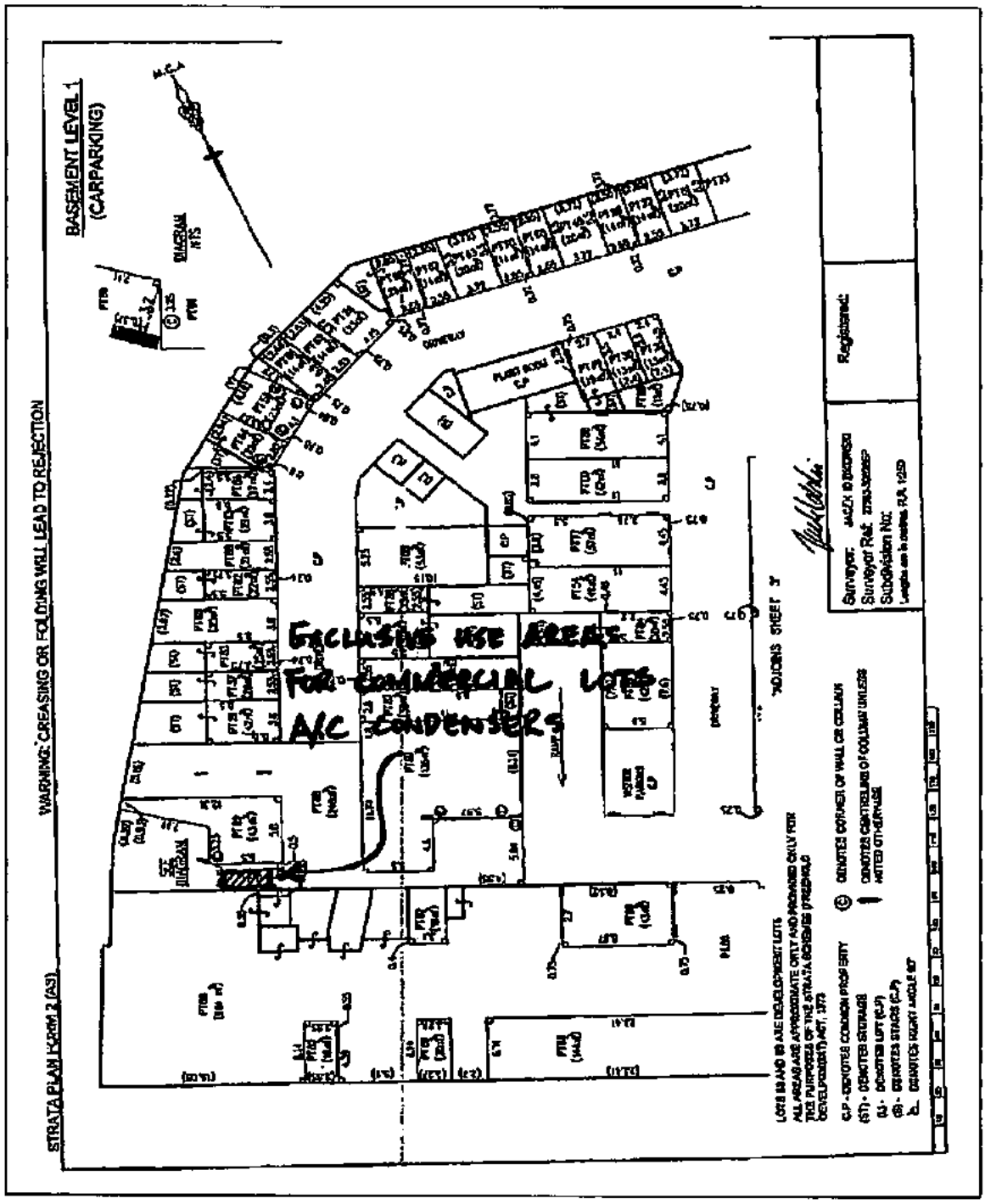

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ANNEXURE 3 – Exclusive outdoor use for Commercial Lot owners

Annexure 3

Exclusive outdoor use for Commercial Lot owners

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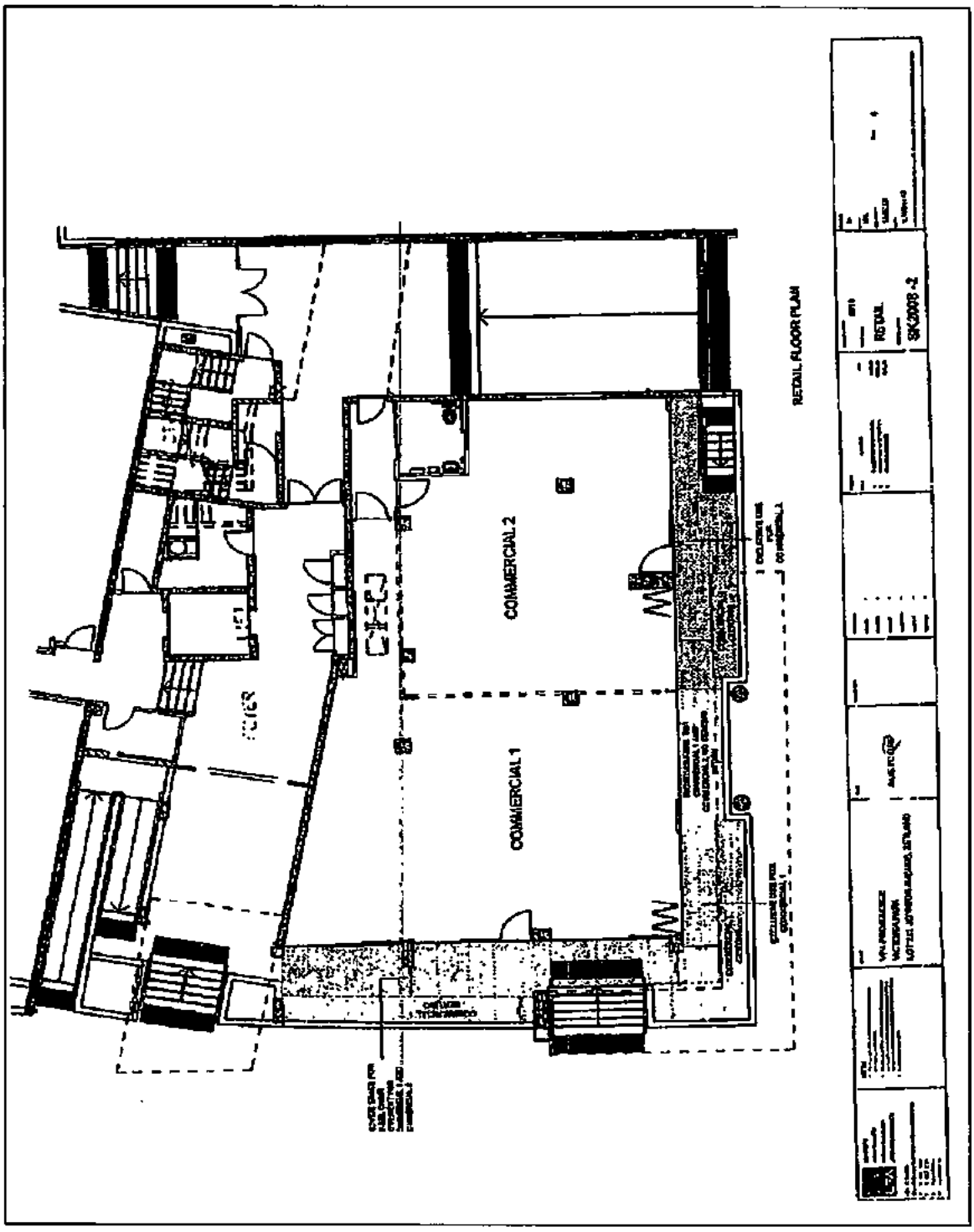

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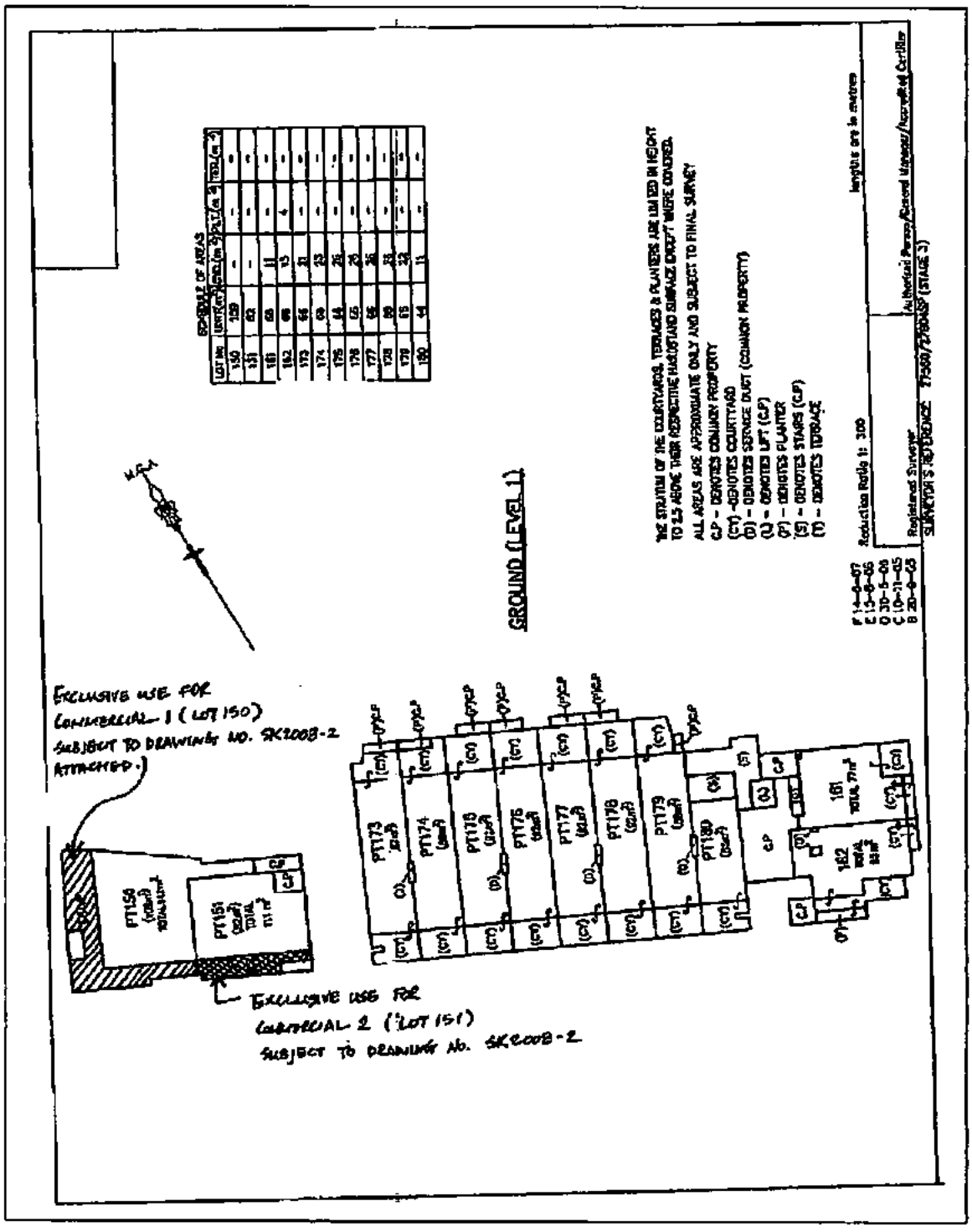

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SPECIAL BY-LAW No. 1 – Exclusive Use – Lot 149

(a) The Owner of Lot 149 has the special privilege and right to install a spa (including all ancillary components, pipe work, parts and fixtures relating to the spa) in Lot 149 and on the Common Property within Lot 149 (**Spa Works**) subject to the following conditions:

(i) The Spa Works must be carried out by the Owner of Lot 149 (at the Owner's own cost) strictly as follows:

(A) the spa is to be installed on the northern boundary of Lot 149

(B) any pump, heater and any ancillary pipe work, is to be installed on the Common Property along the northern wall of bedroom 1 of Lot 149, the extremities not protruding further than 1800 millimetres from the balustrade

(C) a screen and all necessary sound proofing material is to be installed by the Owner of Lot 149 ensuring that the spa (and its ancillary components) are structurally sound and vibration proof at all times, and

(D) the Owner of Lot 149 is permitted in carrying out the Spa Works to core drill through the Common Property balcony balustrade, to a maximum of 200 millimetre by 200 millimetre to allow pipe work to be installed.

(ii) While carrying out the Spa Works the Owner of Lot 149 must:

(A) ensure that the Spa Works are carried out in a proper and workmanlike manner, by duly licensed contractors and only between the hours of 9am and 5pm, Monday to Saturday

(B) transport all construction materials, equipment and debris and other material, in the manner reasonably directed by the Owners Corporation

(C) not create noise that causes unreasonable discomfort, disturbances or interference with the activities of any other occupier of the building

(D) comply with the requirements of the Owners Corporation in relation to compliance with any by-laws and any relevant Authority concerning the performance of the Spa Works.

(iii) The Owner of Lot 149 has the exclusive use right of the Common Property affected by the Spa Works and is responsible for properly maintaining and keeping the Common Property to which the Spa Works are erected or attached in a state of good and serviceable repair and/or replacing all components of the Spa Works installed by the

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Owner of Lot 149 on Lot 149 and the Common Property, if considered necessary by the Owners Corporation.

(iv) Following the installation of Spa Works, the Owner of Lot 149 has the right to access the Common Property area affected by the Spa Works for the purpose of carrying out the repair and maintenance obligation referred to in paragraph (iii) above.

(v) The Owner of Lot 149 must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, maintenance or replacement of the Spa Works on the Common Property and will pay those amounts to the Owners Corporation upon request.

(i) The Owner of Lot 149 accepts liability for any damage caused to any part of the Common Property as a result of the erection, attachment, removal or replacement of the Spa Works to the Common Property and the responsibility to make good that damage (at the cost by the Owner of Lot 149) immediately after it has occurred.

SPECIAL BY-LAW No. 2 – Exclusive Use – Lots 148 & 149 Common Property Boundary between the Lots

(a) The Owner of Lot 148 and 149 jointly and severally have the exclusive use right of the Common Property air space dividing Lots 148 and 149 as marked on the Strata Plan (Air Space A).

(b) The Owner of Lot 148 and 149 jointly and severally, have the special privilege (with the mutual agreement of the Owners of Lot 148 and 149 - if they are not the same person/entity) to install a wall or other dividing structure on Air Space A only with the prior written approval of the Owners Corporation (such consent will not be unreasonably withheld).

SPECIAL BY-LAW No. 3 – Exclusive use – Lots 148, 149 & 160 – Air Conditioning System

(a) The Owner of Lot 148, 149 and 160 have exclusive use right of that part of the Common Property on which the air conditioning system (including all Air Conditioning Components) which services both these Lots is located (Lots Air Conditioner).

(b) The Owner of Lots 148, 149 and 160 is responsible for properly maintaining and keeping the Common Property where the Lots Air Conditioner is located in a state of good and serviceable repair and/or replacing all components of the Lots Air Conditioner that the Owners Corporation feels is necessary.

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(c) The Owner of Lots 148, 149 and 160 has the right to access that part of the Common Property area on which the Lots Air Conditioner is located for the purpose of carrying out the repair and maintenance obligations noted in paragraph (b) above provided that access pursuant to this provision must be arranged with the building manager (if one is appointed for the Strata Scheme) or the Strata Committee before the right of access is exercised by the Owner of Lots 148, 149 and/or 160.

(d) The Owner of Lots 148, 149 and 160 must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the Owner not performing maintenance obligations as set out above.

(e) The Owner of Lots 148, 149 and 160 accepts liability for any damage caused to the Common Property as a result of the maintenance or removal of the Lots Air Conditioner and is responsible to make good that damage (at the cost of the Owners of Lots 148, 149 and 160) immediately after it has occurred.

SPECIAL BY-LAW No. 4 – Exclusive Use – Lots 14 & 15

(a) On the conditions set out below the Owner of Lots 14 and 15 shall have a special privilege in respect of the Common Property to install timber railing along the top of the existing balcony balustrade, located on the balcony which forms part of each Lot, in accordance with the plans attached to these by-laws and marked "A", but only those balustrades fronting Grandstand Parade and O'Dea Avenue.

(b) In this by-law

Works means the installation of the timber railing along the top of the existing balcony balustrade and increasing the height of the iron gate to 1,690mm provided that the style of gate is identical in design and finish to that existing prior to the date of this bylaw.

(c) The Works are at the sole cost of the Owner of Lot 14 and 15.

(d) The special privilege granted to the Owner of Lots 14 and 15 under this by-law are subject to each Owner of each Lot undertaking the Works. If the Owner of either Lot 14 or 15 does not undertake the Works then the Owner of the other Lot is also unable to undertake the Works, and the special privilege granted under this by-law is revoked.

(e) Before starting the Works the Owner must provide the Owners Corporation with:

(i) a copy of the proposed application to be lodged with the local Council, including all drawings, specifications, conditions and notes. If an application to the local Council is not required, then prior to the commencement of the Works, a copy of all proposed plans and specifications must be lodged with the Owners Corporation for approval;

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(ii) a copy of any requisite approval from the local Council (if required) including all drawings, specifications, conditions and notes;

(iii) copy of any requisite construction certificate for the Works, under part 4A of the *Environmental Planning and Assessment Act 1979*;

(iv) a copy of the certificate of insurance relating to the Works, if required under Section 92 of the *Home Building Act 1989*;

(v) evidence of currency for the duration of the Works of contractors all risk insurance cover with an insurance office of repute (incorporating cover against public risk in respect of claims of deaths, injury, accident and damage to persons or property occurring in the course of or by reason of the Works to a minimum of $20,000,000), to which the Owner is the named party and the Owners Corporation is noted as an interested party.

(f) In undertaking the Works, the Owner must by himself, his agents, servants and contractors:

(i) use the materials specified in the construction certificate in the manner specified in the plans and specifications approved in the construction certificate. If the materials or manner of the use is not specified in the construction certificate then the best quality and most appropriate materials in a proper and skilful manner will be used;

(ii) comply with all conditions and requirements of the local Council (if relevant) and must comply with the plans and specifications approved in the construction certificates;

(iii) comply with the Building Code of Australia and all pertinent Australian Standards;

(iv) not allow the obstruction of reasonable use of the Common Property in the course of the Works, by building materials, tools, machines, debris or motor vehicles;

(v) ensure that any Works involving the use of jack hammers, masonry drills or any noisy work is undertaken, between the hours of 9am and 5pm on week days (other than public holidays);

(vi) give the residents of other Lots in the strata plan not less than 24 hours notice of the Works being undertaken;

(vii) comply with any reasonable requirement of the Owners Corporation concerning the means of entering and leaving the building for tradesman, building materials, tools and debris;

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(viii) carry out the Works between 9am and 5pm on Monday to Friday (inclusive) excluding public holidays;

(ix) ensure the Works are completed within one month of their commencement;

(x) ensure the Works are carried out in a proper and workmanlike manner, by duly licensed contractors; and

(xi) comply with the requirements of the Owners Corporation in relation to compliance with any by-laws and any relevant Authority concerning the performance of the Works.

(g) Following the completion of the Works, the Owner of Lots 14 and 15 will be responsible for (at the cost of the Owners of Lots 14 and 15) the proper maintenance of the Works and keeping the Works in a state of good and serviceable repair. The Owners of Lots 14 and 15 must carry out maintenance work as required by the Owners Corporation from time to time where the Owners Corporation is of the view or opinion that the Works have deteriorated, do not maintain the aesthetic standards of the building comprised in the Strata Scheme, constitute a danger to person or property or otherwise are in a deteriorated state and condition.

(h) The Owner of Lot 14 and 15 must indemnify the Owners Corporation against any loss or damage that the Owners Corporation suffers as a result of the performance, maintenance or replacement of the Works on the Common Property and will pay those amounts to the Owners Corporation upon request.

(i) The Owner of Lot 14 or 15 accepts liability of any damage caused to any part of the Common Property as a result of the erection, attachment, removal or replacement of the Works to the Common Property and the responsibility to make good that damage (at the cost of the Owners of Lots 14 and 15) immediately after it has occurred.

SPECIAL BY-LAW No. 5 – Exclusive Use – Lot 5

(a) On the conditions set out below the Owner of Lot 5 have a special privilege in respect of the Common Property to install 2 windows in the balcony of the Lot in accordance with plans and specifications to be approved by the Owners Corporation prior to commencement of these Works (**Lot 5 Window Works**). The Lot 5 Window Works are at the cost of the Owner of Lot 5.

(b) Before starting the Lot 5 Window Works the Owner must provide the Owners Corporation with:

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(i) a copy of the proposed application to be lodged with the local Council, including all drawings, specifications, conditions and notes. If an application to the local Council is not required, then prior to the commencement of the Lot 5 Window Works, a copy of all proposed plans and specifications must be lodged with the Owners Corporation for approval;

(ii) a copy of any requisite approval from the local Council including all drawings, specifications, conditions and notes;

(iii) a copy of any requisite construction certificates for the Lot 5 Window Works, under part 4A of the *Environmental Planning and Assessment Act 1979*;

(iv) a copy of a certificate of insurance relating to the Lot 5 Window Works, if required under Section 92 of the *Home Building Act 1999*; and

(v) evidence of currency for the duration of the Lot 5 Window Works of contractors all risk insurance cover with an insurance office of repute (incorporating cover against public risk in respect of claims of death, injury, accident and damage to persons or property occurring in the course of the Lot 5 Window Works to a minimum of $20,000,000.00) to which the Owner is the named party and the Owners Corporation is noted as an interested party.

(c) In undertaking the Lot 5 Window Works, the Owner must by himself, his agents, servants and contractors:

(i) use the material specified in the construction certificate in a manner specified in the plans and specifications approved in the construction certificate. If the materials or the manner of use is not specified in the construction certificate then the best quality and the most appropriate materials in a proper and skilful manner will be used;

(ii) comply with all conditions and requirements of the local Council and must comply with the plans and specifications approved in the construction certificates;

(iii) comply with the Building Code of Australia and all pertinent Australian Standards;

(iv) not allow the obstruction of reasonable use of the Common Property in the course of the Lot 5 Window Works, by building materials, tools, machines, debris or motor vehicles;

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(v) ensure that any Lot 5 Window Works involving the use of jackhammers, masonry drills or any noisy work is undertaken, between the hours of 9am and 5pm on weekdays (other than public holidays);

(vi) give the residents of the other Lots in the strata plan not less than 24 hours notice of the Lot 5 Window Works being undertaken;

(vii) comply with any reasonable requirement of the Owners Corporation concerning the means of entering and leaving the building for tradesman, building materials, tools and debris;

(viii) carry out the Lot 5 Window Works between 9am and 5pm Monday to Friday (inclusive) excluding public holidays;

(ix) ensure the Lot 5 Window Works are completed within one month of their commencement;

(x) ensure the Lot 5 Window Works are carried out in a proper and workmanlike manner, by duly licensed contractors; and

(xi) comply with the requirements of the Owners Corporation in relation to compliance with any by-laws and any relevant Authority concerning the performance of the Lot 5 Window Works.

(d) Following the completion of the Lot 5 Window Works, the Owner of Lot 5 will be responsible for (at the cost of the Owner of Lot 5) that the proper maintenance of the Lot 5 Window Works and keeping the Lot 5 Window Works in a state of good and serviceable repair.

(e) The Owner of Lot 5 must indemnify the Owners Corporation against any loss or damage that the Owners Corporation suffers as a result of the performance, maintenance or replacement of the Lot 5 Window Works on the Common Property and will pay those amounts to the Owners Corporation upon request.

(f) The Owner of Lot 5 accepts liability for any damage caused to any part of the Common Property as a result of the erection, attachment, removal or replacement of the Lot 5 Window Works to the Common Property and the responsibility to make good the damage (at the cost of the Owner of Lot 5) immediately after it has occurred.

(g) The Owner of Lot 5 must ensure that the Lot 5 Window Works, at the time of construction and at all times thereafter, are not visible from any street. road or public thoroughfare relating to any building on any of the Strata Schemes.

SPECIAL BY-LAW No. 6 - Exclusive Use - Lot 4

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(a) On the conditions set out below the Owner of Lot 4 have a special privilege in respect of the Common Property to install 2 windows in the balcony of the Lot in accordance with plans and specifications to be approved by the Owners Corporation prior to commencement of these Works (**Lot 4 Window Works**). The Lot 4 Window Works are at the cost of the Owner of Lot 4.

(b) The special privilege granted to the Owner of lot 4 under this by-law is subject to the Owner lodging detailed plans and specifications of the proposed Lot 4 Window Works with the Owners Corporation for its consent. If the Owner and the Owners Corporation are unable to agree in relation to the scope of the Lot 4 Window Works then the special privilege granted under this by-law is revoked.

(c) Before starting the Lot 4 Window Works the Owner must provide the Owners Corporation with:

(i) a copy of the proposed application to be lodged with the local Council, including all drawings, specifications, conditions and notes. If an application to the local Council is not required, then prior to the commencement of the Lot 4 Window Works, a copy of all proposed plans and specifications must be lodged with the Owners Corporation for approval;

(ii) copy of any requisite approval from the local Council including all drawings, specifications, conditions and notes;

(iii) a copy of any requisite construction certificates for the lot 4 Window Works, under part 4A of the *Environmental Planning and Assessment Act 1979*;

(iv) a copy of a certificate of insurance relating to the Lot 4 Window Works, if required under Section 92 of the *Home Building Act 1999*; and

(v) evidence of currency for the duration of the Lot 4 Window Works of contractors all risk insurance cover with an insurance office of repute (incorporating cover against public risk in respect of claims of death. injury, accident and damage to persons or property occurring in the course of or by reason of the Lot 4 Window Works to a minimum of $20,000,000.00) to which the Owner is the named party and the Owners Corporation is noted as an interested party.

(d) In undertaking the Lot 4 Window Works, the Owner must by himself, his agents, servants and contractors:

(i) use the material specified in the construction certificate in a manner specified in the plans and specifications approved in the construction certificate. If the materials or

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the manner of use is not specified in the construction certificate then the best quality and the most appropriate materials in a proper and skilful manner will be used;

(ii) comply with all conditions and requirements of the local Council and must comply with the plans and specifications approved in the construction certificates;

(iii) comply with the Building Code of Australia and all pertinent Australian Standards;

(iv) not allow the obstruction of reasonable use of the Common Property in the course of the Lot 4 Window Works, by building materials, tools, machines, debris or motor vehicles;

(v) ensure that any Lot 4 Window Works involving the use of jackhammers, masonry drills or any noisy work is undertaken, between the hours of 9am and 5pm on weekdays (other than public holidays);

(vi) give the residents of the other Lots in the strata plan not less than 24 hours notice of the Lot 4 Window Works being undertaken;

(vii) comply with any reasonable requirement of the Owners Corporation concerning the means of entering and leaving the building for tradesman, building materials, tools and debris;

(viii) carry out the Lot 4 Window Works between 9am and 5pm Monday to Friday (inclusive) excluding public holidays;

(ix) ensure the Lot 4 Window Works are completed within one month of their commencement;

(x) ensure the Lot 4 Window Works are carried out in a proper and workmanlike manner, by duly licensed contractors; and

(xi) comply with the requirements of the Owners Corporation in relation to compliance with any by-laws and any relevant Authority concerning the performance of the Lot 4 Window Works.

(e) Following the completion of the Lot 4 Window Works, the Owner of Lot 4 will be responsible for (at the cost of the Owner of Lot 4) that the proper maintenance of the Lot 4 Window Works and keeping the Lot 4 Window Works in a state of good and serviceable repair.

(f) The Owner of Lot 4 must indemnify the Owners Corporation against any loss or damage that the Owners Corporation suffers as a result of the performance, maintenance or replacement

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of the Lot 4 Window Works on the Common Property and will pay those amounts to the Owners Corporation upon request.

(g) The Owner of Lot 4 accepts liability for any damage caused to any part of the Common Property as a result of the erection, attachment, removal or replacement of the Lot 4 Window Works to the Common Property and the responsibility to make good the damage (at the cost of the Owner of Lot 4) immediately after it has occurred.

(h) The Owner of Lot 4 must ensure that the Lot 4 Window Works, at the time of construction and at all times thereafter, are not visible from any street, road or public thoroughfare relating to any building on any of the Strata Schemes.

SPECIAL BY-LAW No. 7 - Exclusive Use - Lot 4

On the conditions set out below the Owner of Lot 4 have a special privilege in respect of the Common Property to undertake landscaping to the courtyard and balcony area of the Lot in accordance with plans and specifications to be approved by the Owners Corporation prior to commencement of these Works (**Lot 4 Landscaping Works**). The Lot 4 Landscaping Works are at the cost of the Owner of Lot 4.

(a) The special privilege granted to the Owner of Lot 4 under this by-law is subject to the Owner lodging detailed plans and specifications of the proposed Lot 4 Landscaping Works with the Owners Corporation for its consent. If the Owner and the Owners Corporation are unable to agree in relation to the scope of the Lot 4 Landscaping Works then the special privilege granted under this by-law is revoked.

(b) Before starting the Lot 4 Landscaping Works the Owner must provide the Owners Corporation with:

(i) a copy of the proposed application to be lodged with the local Council, including all drawings, specifications, conditions and notes. If an application to the local Council is not required, then prior to the commencement of the Lot 4 Landscaping Works, a copy of all proposed plans and specifications must be lodged with the Owners Corporation for approval;

(ii) copy of any requisite approval from the local Council including all drawings, specifications, conditions and notes;

(iii) a copy of any requisite construction certificates for the Lot 4 Landscaping Works, under part 4A of the *Environmental Planning and Assessment Act 1979*;

(iv) a copy of a certificate of insurance relating to the Lot 4 Landscaping Works, if required under Section 92 of the *Home Building Act 1999*; and

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(v) evidence of currency for the duration of the Lot 4 Landscaping Works of contractors all risk insurance cover with an insurance office of repute (incorporating cover against public risk in respect of claims of death, injury, accident and damage to persons or property occurring in the course of or by reason of the Lot 4 Landscaping Works to a minimum of $20,000,000.00) to which the Owner is the named party and the Owners Corporation is noted as an interested party.

(c) In undertaking the Lot 4 Landscaping Works, the Owner must by himself, his agents, servants and contractors:

(i) use the material specified in the construction certificate in a manner specified in the plans and specifications approved in the construction certificate. If the materials or the manner of use is not specified in the construction certificate then the best quality and the most appropriate materials in a proper and skilful manner will be used;

(ii) comply with all conditions and requirements of the local Council and must comply with the plans and specifications approved in the construction certificates;

(iii) comply with the Building Code of Australia and all pertinent Australian Standards;

(iv) not allow the obstruction of reasonable use of the Common Property in the course of the lot 4 landscaping Works, by building materials, tools, machines, debris or motor vehicles;

(v) ensure that any Lot 4 Landscaping Works involving the use of jackhammers, masonry drills or any noisy work is undertaken, between the hours of 9am and 5pm on weekdays (other than public holidays);

(vi) give the residents of the other Lots in the strata plan not less than 24 hours notice of the Lot 4 Landscaping Works being undertaken;

(vii) comply with any reasonable requirement of the Owners Corporation concerning the means of entering and leaving the building for tradesman, building materials, tools and debris;

(viii) carry out the Lot 4 Landscaping Works between 9am and 5pm Monday to Friday (inclusive) excluding public holidays;

(ix) ensure the Lot 4 Landscaping Works are completed within one month of their commencement;

(x) ensure the Lot 4 Landscaping Works are carried out in a proper and workmanlike manner, by duly licensed contractors; and

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(xi) comply with the requirements of the Owners Corporation in relation to compliance with any by-laws and any relevant Authority concerning the performance of the Lot 4 Landscaping Works.

(d) Following the completion of the Lot 4 Landscaping Works, the Owner of Lot 4 will be responsible for (at the cost of the Owner of Lot 4) that the proper maintenance of the Lot 4 Landscaping Works and keeping the Lot 4 Landscaping Works in a state of good and serviceable repair.

(e) The Owner of Lot 4 must indemnify the Owners Corporation against any loss or damage that the Owners Corporation suffers as a result of the performance, maintenance or replacement of the Lot 4 Landscaping Works on the Common Property and will pay those amounts to the Owners Corporation upon request.

(f) The Owner of Lot 4 accepts liability for any damage caused to any part of the Common Property as a result of the erection, attachment. removal or replacement of the Lot 4 Landscaping Works to the Common Property and the responsibility to make good the damage (at the cost of the Owner of Lot 4) immediately after it has occurred.

(g) The Owner of Lot 4 shall not permanently affix any part of the Landscaping Works to any common property.

SPECIAL BY-LAW No. 8 - Exclusive Use - Lot 148

(a) The Owner of Lot 148 has the exclusive use right of the Common Property shown on the plan and marked 'C" (**Storage Area**).

(b) The exclusive use right of the Storage Area is for the sole purpose of its use as a storage room.

(c) In using the Storage Area, the Owner of Lot 148 shall comply with the following:

(i) there shall not be brought into or stored in or on the Storage Area any dangerous goods, chemicals or substances

(ii) the reasonable requirements of the Owners Corporation will be complied with

(iii) the requirements of all relevant legislation will be complied with

(iv) the structure (including the wire cage) forming part of the Storage Area will be maintained, cleaned and kept in a proper and safe condition at the cost and expense of the Owner of Lot 148

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(v) no liability will accrue to the Owners Corporation with respect to the use of the Storage Area

(vi) no vehicles, boats, motorcycles or other mechanical equipment will be stored or kept in the Storage Area.

SPECIAL BY-LAW NO. 9 - Exclusive Use - Lot 148

(a) On the conditions set out below the Owner of Lot 148 shall have the special privilege in respect of the Common Property to install an awning on the western balcony of Lot 148, the plans of which must be provided and approved by the Owners Corporation prior to installation commencing (at the cost of the Owner of Lot 148) **(Awning Works)**.

(b) Before starting the Awning Works the Owner must provide the Owners Corporation with:

(i) a copy of the proposed application to be lodged with the local Council, including all drawings, specifications, conditions and notes. If an application to the local Council is not required, then prior to commencement of the Awning Works, a copy of all proposed plans and specifications must be lodged with the Owners Corporation for approval;

(ii) a copy of any requisite approval from the local Council including all drawings, specifications, conditions and notes; and

(iii) a copy of any requisite construction certificate for the Awning Works under Part 4A of the *Environmental Planning Assessment Act 1979*; and

(iv) a copy of the certificate of insurance relating to the Awning Works, if required under Section 92 of the *Home Building Act 1999*; and

(v) evidence of currency for the duration of the Awning Works of contractors all risk insurance cover with an insurance office of repute (incorporating cover against public risk in respect of claims of death, injury, accident and damage to persons or property occurring in the course of the Awning Works to a minimum of $20,000,000) to which the Owner is the named party and the Owners Corporation is noted as an interested party.

(c) In undertaking the Awning Works, the Owner must by himself, his agents, servants and contractors:

(i) use the materials specified in the construction certificate in a manner specified in the plans and specifications approved In the construction certificate. If the materials or

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the manner of use is not specified in the construction certificate then the best quality and most appropriate materials in a proper and skilful manner will be used

(ii) comply with all conditions and requirements of the local Council and must comply with the plans or specifications approved in the construction certificates;

(iii) comply with the Building Code of Australia and all pertinent Australian Standards;

(iv) not allow the obstruction of reasonable use of the Common Property in the course of the Awning Works, by building materials, tools, machines, debris or motor vehicles;

(v) ensure that any Awning Works involving the use of jackhammers. masonry drills or any noisy work is undertaken, between the hours of 9am and 5pm on week days (other than public holidays);

(vi) give the residents of the other Lots in the strata plan not less than 24 hours notice of the Awning Works being undertaken;

(vii) comply with any reasonable requirement of the Owners Corporation concerning the means of entering and leaving the building for tradesman, building materials, tools and debris;

(viii) carry out the Awning Works between 9am and 5pm Monday to Friday (inclusive) excluding public holidays;

(ix) ensure the Awning Works are completed within one month of their commencement;

(x) ensure the Awning Works are carried out in a proper and workmanlike manner, by a duly licensed contractor;

(xi) comply with the requirements of the Owners Corporation in relation to compliance with any by-laws and any relevant Authority concerning the performance of the Awning Works.

(d) Following the completion of the Awning Works the Owner of Lot 148 will be responsible for (at the cost of the Owner of Lot 148) the proper maintenance of the Awning Works and keeping the Awning Works in a state of good and serviceable repair. The Owner of Lot 148 must carry out maintenance work as required by the Owners Corporation from time to time where the Owners Corporation is of the view or opinion that the Awning Works have deteriorated, do not maintain the aesthetic standards of the building comprised in the Strata Scheme, constitute a danger to person, property or otherwise are in a deteriorated state and condition.

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(e) The Owner of the Lot 148 must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, maintenance or replacement of the Awning Works on the Common Property and will pay those amounts to the Owners Corporation upon request.

(f) The Owner of Lot 148 accepts liability of any damage caused to any part of the Common Property as a result of the erection, attachment, removal or replacement of the Awning Works to the Common Property and the responsibility to make good that damage (at the cost of the Owner of Lot 148) immediately after it has occurred.

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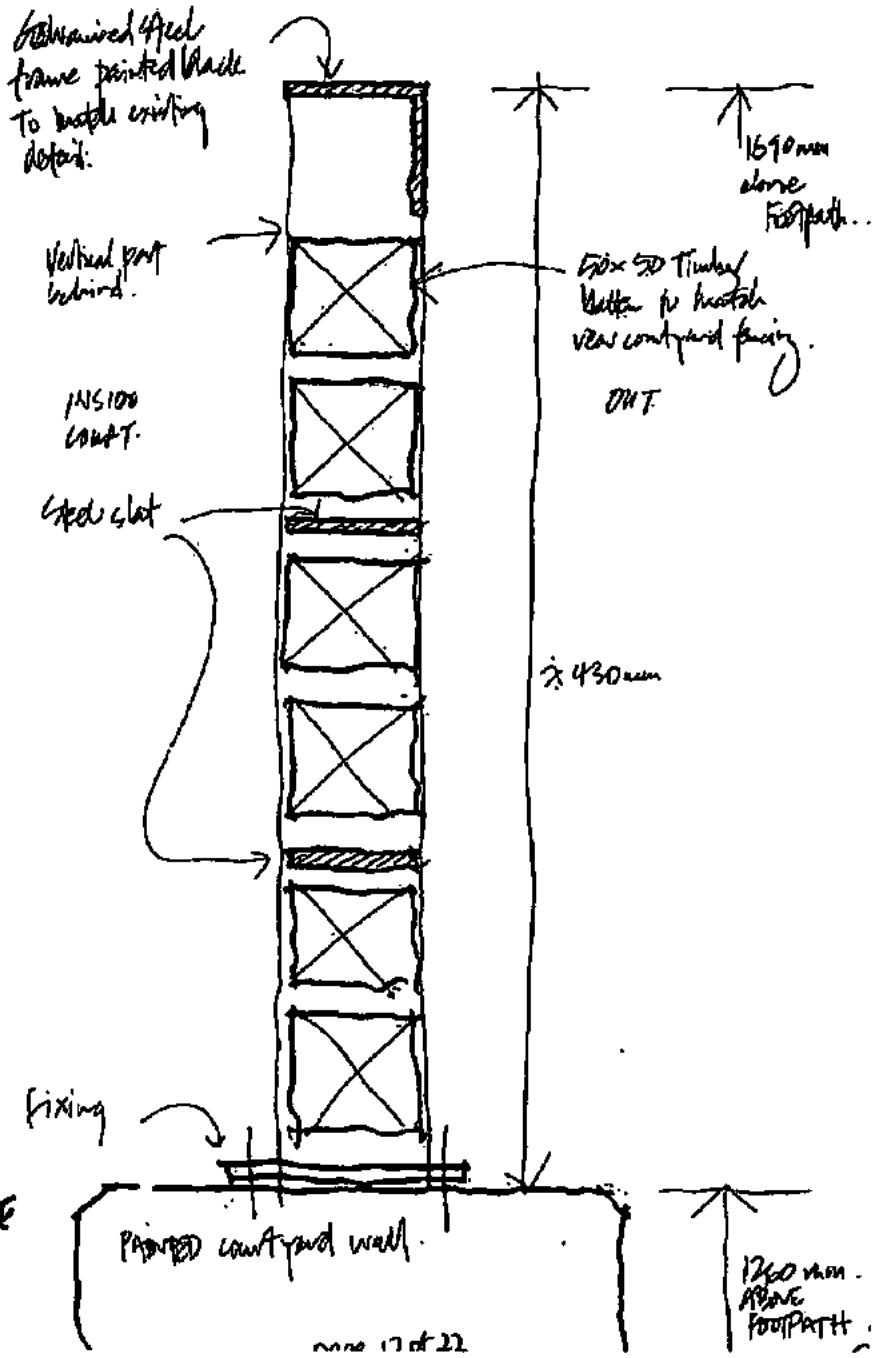
Annexure "A"



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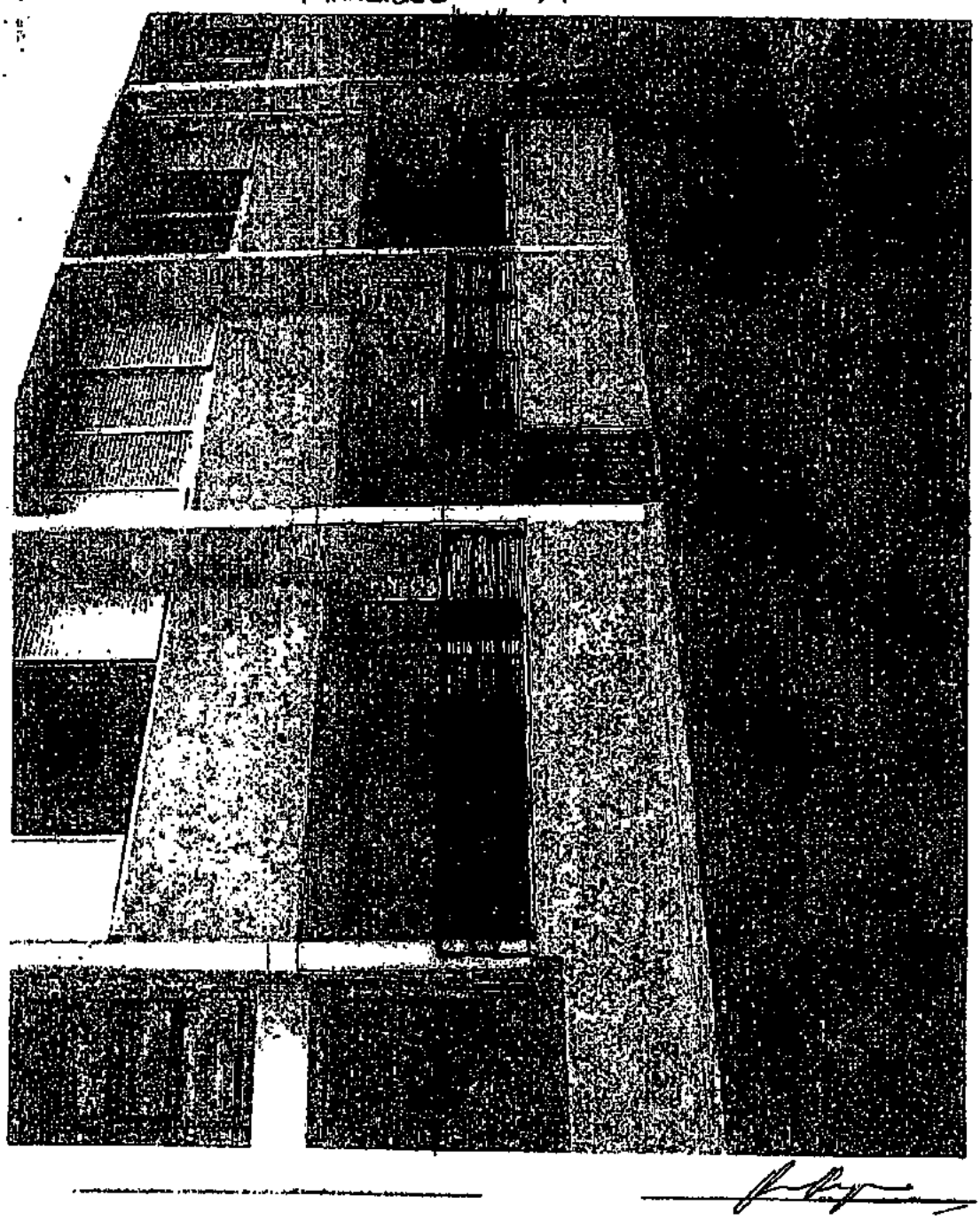
ANNEXURE "A"



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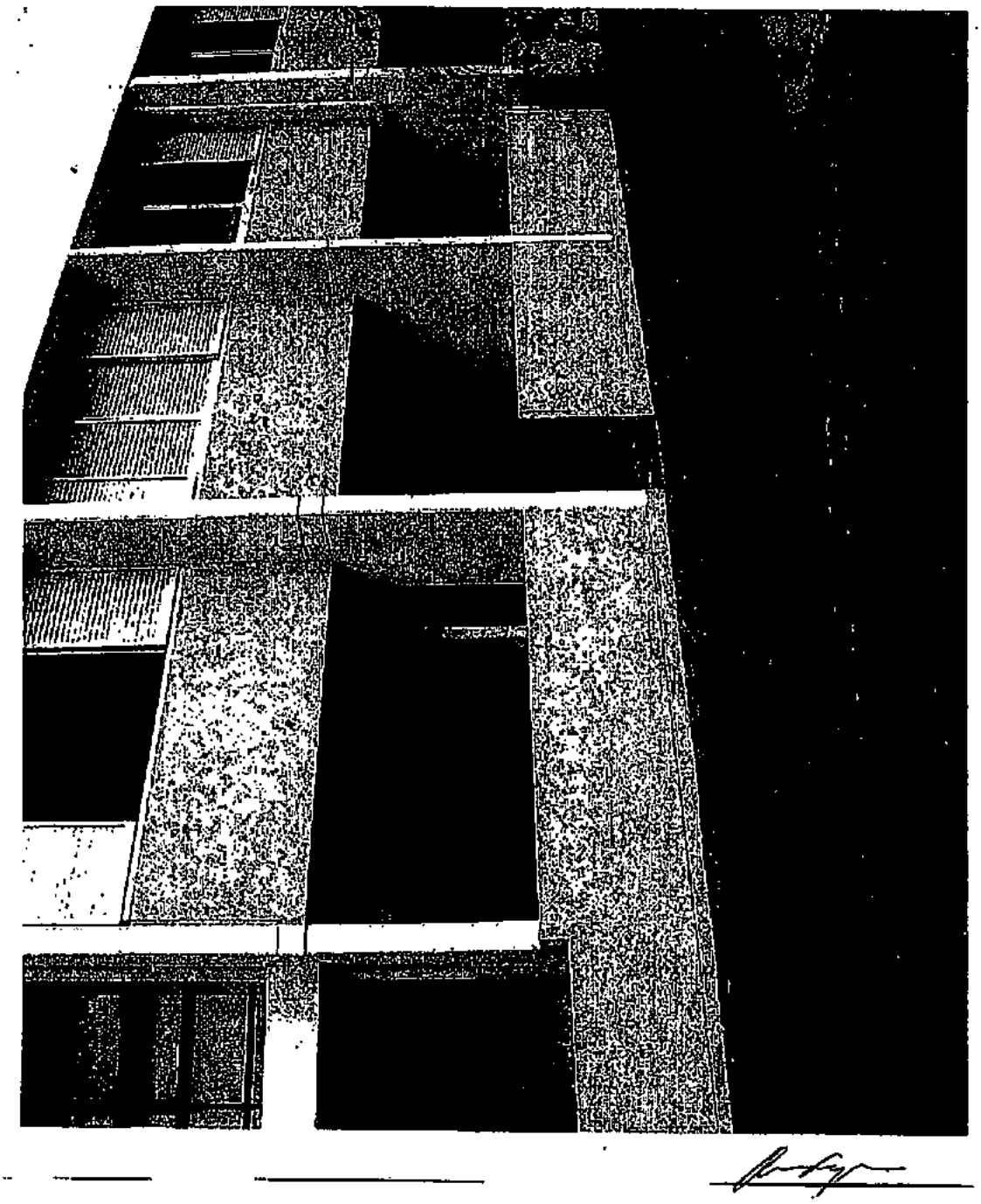
ANNEXURE "A"



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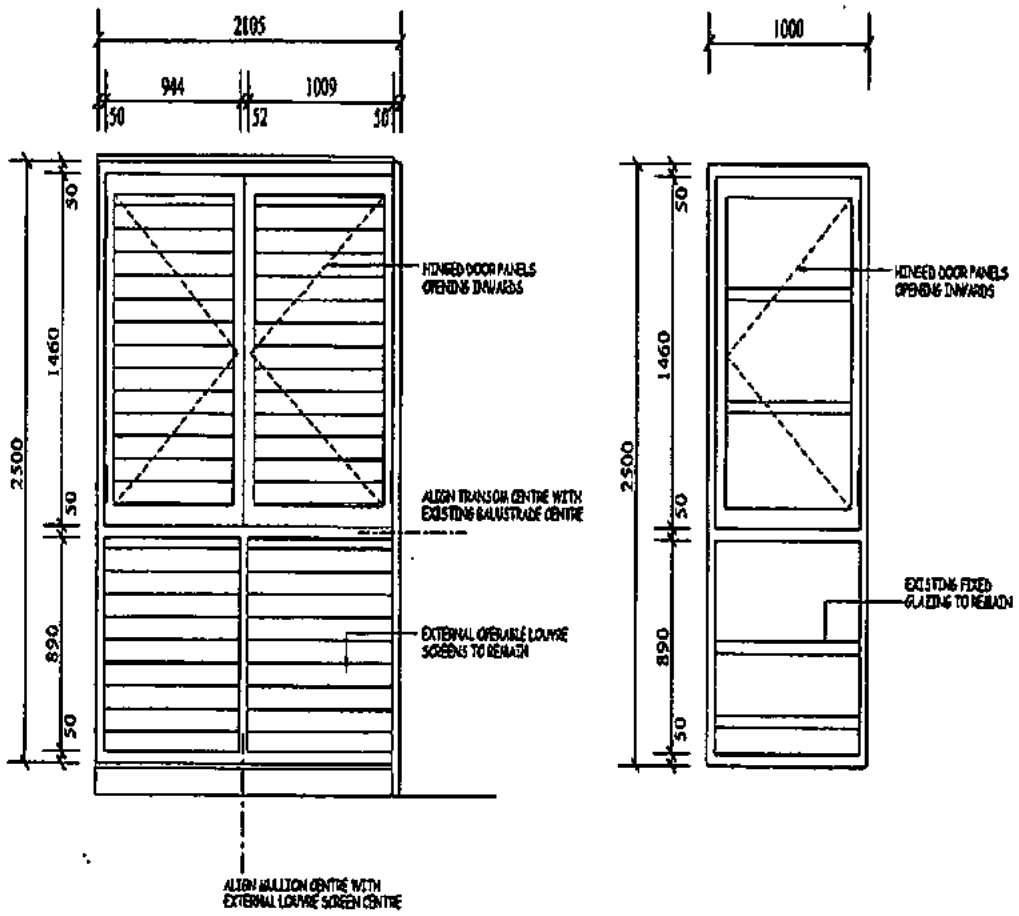
ANNEXURE "B"



NOTE: VIEWED FROM INSIDE

POWDERCOAT FINISH "LUNAR ECLIPSE"
27mm DOUBLE GLAZED UNITS COMPRISING
2 x 10.38 CLEAR LAMINATED GLASS & 6mm AIR SPACE (STC RATING 41 dB)
PROVIDE SUB HEAD & SILL

Proposed Window to External Balcony Unit 1104 For Mr Michael Kent THE PROMINENCE VICTORIA PARK

TOTAL GLASS & ALUMINIUM PTY. LIMITED A.B.N. 36 [illegible]

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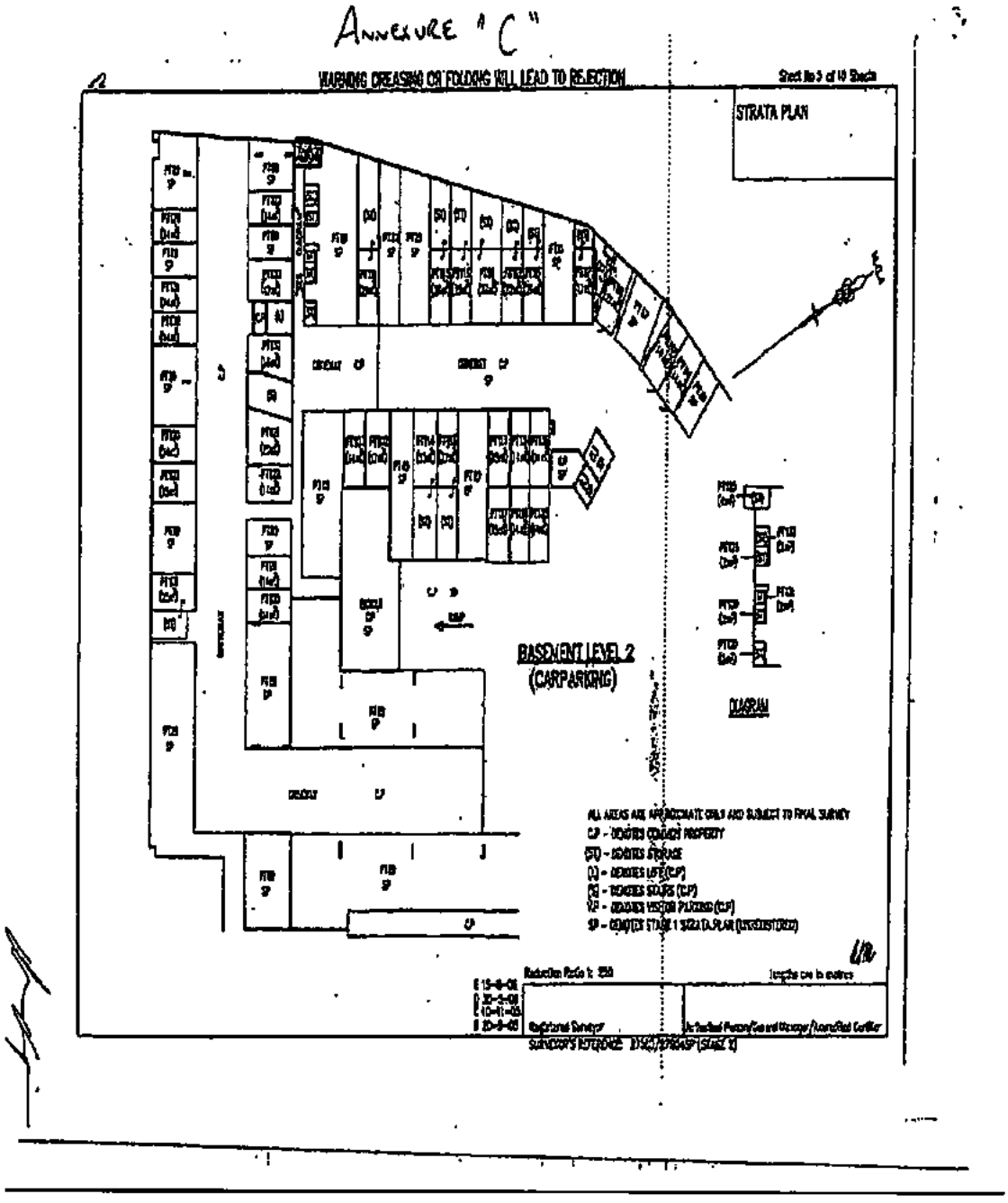

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SPECIAL BY-LAW No. 10 - Renovations

Definitions and interpretation

1. In this by-law:

"**Cosmetic Work**" means an owner's work which affects the common property in connection with their lot for the following purposes:

(i) installing or replacing hooks, nails, screws or the like for hanging paintings and other things on walls;

(ii) installing or replacing handrails;

(iii) painting;

(iv) filling minor holes and cracks in internal walls;

(v) laying carpet;

(vi) installing or replacing built-in wardrobes;

(vii) installing or replacing internal blinds and curtains;

(viii) installing any locking or other safety device for protection of a lot against intruders;

(ix) installing any screen or other device to prevent entry of animals or insects on the lot;

(x) installing any locking or other safety device to improve safety within a lot;

(xi) installing any device used to affix decorative items (e.g. framed paintings) to the internal surfaces of walls in a lot;

(xii) any other work described in Section 109(2) of the Act;

but does not include:

(A) Minor Renovations;

(B) work involving structural changes;

(C) work that changes the external appearance of a lot, including the installation of an external access ramp;

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(D) work that detrimentally affects the safety of a lot or common property, including fire safety systems;

(E) work involving waterproofing or the plumbing or exhaust system of the building;

(F) work involving reconfiguring walls;

(G) work for which consent or another approval is required under any other legislation (e.g. development consent under the *Environmental Planning and Assessment Act 1979*);

(H) any other work described in Section 109(5) of the Act.

(b) "**Minor Renovations**" means an owner's work which affects the common property in connection with their lot for the following purposes:

(i) renovating any room in a lot;

(ii) changing recessed light fittings;

(iii) installing or replacing wood or other hard floors;

(iv) installing or replacing wiring, cabling, pipes, or ducts;

(v) installing or replacing power or access points;

(vi) work involving reconfiguring walls;

(vii) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;

(viii) installing a rainwater tank;

(ix) installing a clothesline;

(x) installing a reverse cycle split system air conditioner or ducted air conditioning system;

(xi) installing double or triple glazed windows;

(xii) installing a heat pump or other hot water service;

(xiii) installing ceiling insulation;

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(xiv) installing an aerial, antenna, or satellite dish;

(xv) installing a skylight, ventilation or exhaust fan or a whirlybird directly above a lot;

(xvi) any other work described in Section 110(3) of the Act;

(xvii) any other work that is not:

(A) Cosmetic Work;

(B) work involving structural changes;

(C) work that changes the external appearance of a lot, including the installation of an external access ramp;

(D) work involving waterproofing;

(E) work for which consent or another approval is required under any other legislation (e.g. development consent under the *Environmental Planning and Assessment Act* 1979);

(F) work that is authorised by a by-law made under Section 108 of the Act or a common property rights by-law;

(G) any other work described in Section 110(7) of the Act;

but does include the work described in sub clauses (A) to (G) above.

(c) "**Major Renovations**" means an owner's work which affects the common property for the following purposes:

(i) structural changes;

(ii) changes to the external appearance of a lot, including the installation of an external access ramp;

(iii) waterproofing;

(iv) work for which consent or another approval is required under any other legislation (e.g. development consent under the *Environmental Planning and Assessment Act 1979*);

(v) work that is not Cosmetic Work or Minor Renovations.

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Cosmetic Work

2. An owner may carry out Cosmetic Work without the approval of the owners corporation, and if so, must comply with the conditions contained in clauses 4 to 8.

3. The owners corporation has decided, in accordance with Section 106(3) of the Act, that it is inappropriate to maintain, renew, replace or repair Cosmetic Work and its decision will not affect the safety of any building, structure or common property or detract from the appearance of any property in the strata scheme.

Carrying out Cosmetic Work

4. When carrying out Cosmetic Work an owner must:

   (a) do the work in a proper, timely, skilful, and workmanlike manner using materials that are suitable for the purpose for which they are used;

   (b) ensure that any contractors are adequately supervised to ensure compliance with these conditions;

   (c) ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);

   (d) make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;

   (e) only perform the works at the following times:

      (i) all noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;

      (ii) all other work between 9am and 5pm Monday to Friday and 9am to 3pm on a Saturday and not on a public holiday or any other time;

   (f) transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;

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(g) protect the building both internal and external to the lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the lot and ensuring that power tools are not used to cut materials on common property;

(h) keep common property access ways to their lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;

(i) remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;

(j) subject to the any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;

(k) ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;

(l) not use common property power or water;

(m) pay all costs associated with the work, including any costs, fees, expenses or fines incurred by the owners corporation in relation to the work.

Use of Cosmetic Works

5. An owner (or other user of the work) must ensure that the use of the work following completion:

(a) does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;

(b) complies with applicable laws, and applicable requirements of the local council.

Repair of any damage

6. An owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

Repair and maintenance

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7. An owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clause 4 apply to any work the owner carries out to comply with this clause.

Indemnity

8. An owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:

   (a) performance of the work;

   (b) use of the work;

   (c) failure to comply the duty to maintain, repair, renew or replace;

   (d) performance of any work required to comply with the duty to maintain, repair, renew or replace;

   (e) owner's breach of any part of this by-law.

Minor Renovations

9. An owner may only carry out Minor Renovations with the approval of the owners corporation.

10. The owners corporation delegates its functions under Section 110 of the Act to the strata committee. In the event the owners corporation and the strata committee exercise the same function under Section 110 of the Act, the exercise of the function by the owners corporation prevails.

11. The owners corporation has decided, in accordance with Section 106(3) of the Act, that it is inappropriate to maintain, renew, replace or repair Minor Renovations and its decision will not affect the safety of any building, structure or common property or detract from the appearance of any property in the strata scheme.

Application to owners corporation for approval for Minor Renovations

12. Before the owners corporation considers approving Minor Renovations, an owner must make an application to the owners corporation for approval, such an application to be in writing and sent to the secretary of the owners corporation and must contain:

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(a) the owner's name, address and telephone number;

(b) the lot number connected with the works;

(c) details of the work including plans, specifications, drawings, conditions, and notes;

(d) a copy of any tax invoice, quote, contract or agreement in relation to the work;

(e) an estimate of the duration and times of the work;

(f) details of the persons carrying out the work including their name, licence number, qualification, and telephone number;

(g) details of arrangements to manage any resulting rubbish or debris arising from the work;

(h) a statement that the work does not involve:

(i) the removal or alteration of a structural element of the building;

(ii) the installation, replacement or exposure of a waterproofing membrane or flashings;

(iii) changing the external appearance of any lot;

(iv) detrimentally affecting the safety of a lot, including fire systems;

(i) a statement that the owner will be responsible for the costs of the owners corporation in considering the application for approval including any meeting costs or the costs of engaging any consultant.

Determination of application for approval of Minor Renovations

13. When determining an application made in accordance with clause 12, the owners corporation may:

(a) request further information from the owner if considered necessary (acting reasonably) to supplement the original application (and thereafter re determine the application);

(b) engage a consultant to assist it to review the application;

(c) approve the application with some or all the conditions contained in clauses 14 to 24, or impose additional conditions;

(d) refuse the application, but must not act unreasonably when doing so.

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Before Minor Renovations are carried out

14. Before carrying out Minor Renovations an owner must:

(a) give to the owners corporation evidence at those persons carrying out the work has:

(i) any requisite current licence to conduct the work;

(ii) contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of $10,000,000);

(iii) insurance if required under Section 92 of the *Home Building Act 1989*;

(iv) workers compensation insurance if required by law;

(b) give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;

(c) if the work involves:

(i) removing carpet or other soft floor coverings to expose underlying hard floors; or,

(ii) the installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation certification from an acoustical consultant approved by the owners corporation, that new flooring will have an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants, such certification to be in favour of the owners corporation.

(d) If requested by the owners corporation:

(i) give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not involve structural changes, such certification to be in favour of the owners corporation;

(ii) give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that the work does not involve waterproofing, such certification to be in favour of the owners corporation;

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(iii) give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and to include photographs of any area of the building that may be affected by the work;

(iv) pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably.

When Minor Renovations are being carried out

15. When carrying out Minor Renovations an owner must:

(a) do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;

(b) ensure that any contractors are adequately supervised to ensure compliance with these conditions;

(c) ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);

(d) make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;

(e) only perform the works at the following times:

(i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;

(ii) All other work between 9am and 5pm Monday to Friday and 9am to 3pm on a Saturday and not on a public holiday or any other time;

(f) transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;

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(g) protect the building both internal and external to the lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the lot and ensuring that power tools are not used to cut materials on common property;

(h) keep common property access ways to their lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;

(i) remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;

(j) subject to any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot closed at all times while the works are being conducted;

(k) ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;

(l) not use common property power or water;

(m) give access to the owners corporation's nominee to the lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

<u>After Minor Renovations are carried out</u>

16. After carrying out Minor Renovations an owner must:

(a) notify the owners corporation that the work has been completed within 7 days after its completion;

(b) give the access to the owners corporation's nominee to the lot to inspect the work;

(c) notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;

(d) if the work involved:

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(i) removing carpet or other soft floor coverings to expose underlying hard floors; or,

(ii) the installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a report from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;

(e) if required by the owners corporation:

(i) give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;

(ii) give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that the work has not affected any existing waterproofing membrane or has involved waterproofing, such certification to be in favour of the owners corporation;

(iii) give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;

(iv) give a post works dilapidation report prepared by the same person who prepared the report in clause 14(d)(iii).

Use of Minor Renovations

17. An owner (or other user of the work) must ensure that the use of the work following completion:

(a) does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;

(b) complies with applicable laws, and applicable requirements of the local council.

Repair of any damage

18. An owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

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Repair and maintenance

19. An owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. An owner must also renew or replace the work where necessary. The provisions of clauses 14 to 16 apply to any work the owner carries out to comply with this clause.

Indemnity

20. An owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:

    (a) performance of the work;

    (b) use of the work;

    (c) failure to comply the duty to maintain, repair, renew or replace;

    (d) performance of any work required to comply with the duty to maintain, repair, renew or replace;

    (e) owner's breach of any part of this by-law insofar as it related to Minor Renovations.

Insurance

21. An owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

Bond

22. The owners corporation may apply any part of a bond paid by an owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.

23. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by an owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

Costs

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24. An owner is responsible for all costs, fees, and expenses incurred by the owners corporation in considering or granting approval, enforcing any breach of a condition of approval, and undertaking any action, matter or thing required of it in relation to a Minor Renovation.

Major Renovations

25. An owner may only conduct Major Renovations in accordance with the following conditions:

    (a) the owners corporation must authorise the work by passing a special resolution in accordance with s.108(2) of the Act on terms which may incorporate, by reference to this by-law, one or more of the conditions set out in Schedule 1, except to the extent of any contrary provision in the authorisation;

    (b) a by-law is made by the owners corporation under or for the purposes of s.108(5) of the Act on terms which impose upon the owner the duty to maintain the Major Renovation and may incorporate, by reference to this by-law, one or more of the conditions set out in Schedule 2;

    (c) the by-law is registered and a recording made in the certificate of title comprising the common property.

26. An owner should undertake the process in clause 27 before presenting any motion referred to in clause 25 for the consideration of the owners corporation.

Application to owners corporation for approval for Major Renovations

27. An owner should make an application to the owners corporation for approval, such an application to be in writing and sent to the secretary of the owners corporation and must contain:

    (a) the owner's name, address and telephone number;

    (b) the lot number connected with the works;

    (c) details of the work including plans, specifications, drawings, conditions, and notes;

    (d) a copy of any tax invoice, quote, contract or agreement in relation to the work;

    (e) an estimate of the duration and times of the work;

    (f) details of the persons carrying out the work including their name, licence number, qualification and telephone number;

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(g) details of arrangements to manage any resulting rubbish or debris arising from the work;

(h) motions generally in the form of Schedule 1 and 2 (with the blank parts appropriately filled in and any changes marked up);

(i) the owner's consent to the making of the by-law;

(j) a statement that the owner will be responsible for the costs of the owners corporation in considering the application for approval including any meeting costs or the costs of engaging any consultant.

Determination of application for approval of Major Renovations

28. When determining an application made in accordance with clause 27, an owners corporation may:

(a) request further information from the owner if considered necessary (acting reasonably) to supplement the original application (and thereafter re determine the application);

(b) engage a consultant to assist it to review the application;

(c) approve the application in its original form, or with amendments to the motions required in clause 25;

(d) refuse the application, but must not act unreasonably when doing so.

Breach of this by-law

29. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:

(a) request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;

(b) if the owner fails to comply with the request in sub clause (a):

(i) without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;

(ii) recover the costs of carrying out work referred to in this clause hereto from the owner;

(iii) recover as a debt any amounts payable by an owner pursuant to this by-law.

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Schedule of approved Minor Renovations and Major Renovations

30. The owners corporation must, from the date of registration of this by-law, maintain a schedule of approved Minor Renovations and Major Renovations in the form of Schedule 3 to this by-law.

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SCHEDULE 1

THAT the owners corporation **SPECIALLY RESOLVES** pursuant to s.108(2) of the *Strata Schemes Management Act 2015*:

1. That the owner of lot .....{INSERT LOT NUMBER} ("the owner"), be authorised to add to, to alter and to erect new structures on the common property, by undertaking:

   (a) .....{INSERT DESCRIPTION OF THE WORKS TO BE UNDERTAKEN) described in .....{INSERT DESCRIPTION OF THE DRAWINGS/DIAGRAMS/DOCUMENTS OUTLINING THE NATURE OF THE WORKS TO BE UNDERTAKEN}, copies of which form an exhibit to the minutes of the meeting at which this resolution is made; and

   (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).

2. That the authority referred to in paragraph 1 is given by the owners corporation:

   (a) on the basis that the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works is the responsibility of the owner; and

   (b) subject to a by-law being made with the consent in writing of the owner, which gives effect to the responsibility for maintenance referred to in 2(a).

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SCHEDULE 2

THAT the owners corporation **SPECIALLY RESOLVES** pursuant to s.108(5) of the *Strata Schemes Management Act 2015* to make an additional by-law in the following terms and have it registered:

SPECIAL BY-LAW ..... {INSERT NEXT SPECIAL BY-LAW NUMBER}

1. The owners corporation has given authority pursuant s.108 of the *Strata Schemes Management Act 2015* to the owner lot .....{INSERT LOT NUMBER} ("the owner"), to add to, to alter and to erect new structures on the common property, by undertaking:

   (a) .....{INSERT DESCRIPTION OF THE WORKS TO BE UNDERTAKEN} described in .....{INSERT DESCRIPTION OF THE DRAWINGS/DIAGRAMS/DOCUMENTS OUTLINING THE NATURE OF THE WORKS TO BE UNDERTAKEN}, copies of which form an exhibit to the minutes of the meeting at which this by-law was made; and

   (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).

2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.

3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

SCHEDULE OF CONDITIONS

4. In this schedule:

   (a) "**Act**" means the *Strata Schemes Management Act 2015*;

   (b) "**Authority**" means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);

   (c) "**Lot**" means lot .....{INSERT LOT NUMBER};

   (d) "**work**" means the work referred to in clause 1 of this by-law;

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(e) Unless the context or subject matter otherwise indicates or requires:

(i) Reference to the singular includes the plural and vice versa;

(ii) A thing incudes the whole or part of it;

(iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;

(iv) A document includes any amendment or replacement of it;

(v) "Including" and similar expressions are not words of limitation;

(vi) Headings are for convenience only and do not affect the interpretation of this by-law;

(vii) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

Before work is carried out

5. Before carrying out work, the owner must:

(a) Obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979*.

(b) Give to the owners corporation evidence at those persons carrying out the work has:

(i) Any requisite current licence to conduct the work;

(ii) Contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of $10,000,000);

(iii) Insurance if required under Section 92 of the *Home Building Act 1989*;

(iv) Workers compensation insurance if required by law;

(c) Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated

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commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;

(d) If the work involves:

(i) Removing carpet or other soft floor coverings to expose underlying hard floors; or

(ii) The installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation certification from an acoustical consultant approved by the owners corporation, that new flooring will have an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants, such certification to be in favour of the owners corporation;

(e) If requested by the owners corporation:

(i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely affect the structural integrity of the building, such certification to be in favour of the owners corporation;

(ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation, such a report to be in writing and include photographs of any area of the building that may be affected by the work;

(iii) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;

When work is being carried out

6. When carrying out work, the owner must:

(a) Comply with any condition or requirement of any Authority;

(b) Do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;

(c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;

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(d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);

(e) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;

(f) In the absence of any limitation imposed by any Authority, only perform the works at the following times:

(i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;

(ii) All other work between 9am and 5pm Monday to Friday and 9am to 3pm on a Saturday and not on a public holiday or any other time;

(g) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;

(h) Protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;

(i) Keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;

(j) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;

(k) Subject to any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;

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(l) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;

(m) Not use common property power or water;

(n) Give access to the owners corporation's nominee to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

After work is carried out

7. After carrying out work, the owner must:

(a) Notify the owners corporation that the work has been completed within 7 days after its completion;

(b) Give the access to the owners corporation's nominee to the Lot to inspect the work;

(c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;

(d) If the work involved:

(i) Removing carpet or other soft floor coverings to expose underlying hard floors; or,

(ii) The installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a report from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;

(e) If required by the owners corporation:

(i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;

(ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed in

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accordance with Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;

(iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;

(iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause 5(e)(ii).

Use of work

8. The owner (or other user of the work) must ensure that the use of the work following completion:

(a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;

(b) Complies with applicable laws, and applicable requirements of the local council.

Repair of any damage

9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

Repair and maintenance

10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

Indemnity

11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:

(a) Performance of the work;

(b) Use of the work;

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(c) Failure to comply the duty to maintain, repair, renew or replace;

(d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;

(e) Owner's breach of any part of this by-law.

Insurance

12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

Bond

13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.

14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

Breach of this by-law

15. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:

(a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;

(b) If the owner fails to comply with the request in sub clause (a):

(i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;

(ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;

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(iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

Costs

16. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by an owner under this clause may be recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts.

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SCHEDULE 3

Schedule of approved Minor Renovations and Major Renovations

Date of approval	Lot No.	Name of owner given approval	Approval given by owners corporation or strata committee	Minor or Major Renovation	Brief description of the Minor or Major Renovation

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SPECIAL BY-LAW No. 11 - Personal Items on Entry Foyers – Lots 148, 149 & 160

1. This by-law confers on the Owner special privileges to affix and install Personal Items (such as artwork, ornaments, sideboards and other furnishings) to the common property joint entry foyers adjacent to their lot entrance subject to the conditions in this by-law.

2. The ***special privileges*** conferred by this by-law are the rights to alter and use the common property by affix and install Personal Items to the common property joint entry foyers adjacent to their lot entrance.

3. **"Owner"** means the owner or owners of the below lots from time to time of strata plan no.80140 with common property joint entry foyers adjacent to their lot entrance -

Lots	Level	Tower
148, 149 & 160	9	3

4. **"Personal items"** means artwork, ornaments, sideboards and other furnishings installed within the common property joint entry foyers. which are for decorative purposes only. The common property joint entry foyers must not be used for storage of household items, such as bikes, toys, books, lounge furnishings such as couches, settees or any other item not suitable for the common property joint entry foyers.

5. The Owners Corporation, under this by-law, provides its consent for the special privileges granted to the Owner.

Conditions

6. An Owner of lot with a common property joint entry foyer must consent in writing to the affixing and installing of Personal Items on the common property joint entry foyer.

7. The written consent must stipulate the following -

   a) who shall be responsible for each Personal Items installed on the common property joint entry foyer or whether all owners with access to the common property joint entry foyer shall have equal responsibility for the items installed on that common property joint entry foyer

   b) who shall maintain the Personal Items installed in a good condition

   c) who shall be responsible for obtaining insurance, repairing the Personal Items, replacement of Personal Items, cleaning and removal

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d) who shall repair any damage to common property caused by Personal Items installation or removal, and if not repaired, shall allow the Owners Corporation to rectify the damage and recover the cost from the lot owner

e) the lot owners shall indemnify the Owners Corporation for against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the use of the common property entry foyer and the Personal Items installed

8. An Owner must provide the written consent referred to in clause (6) above, to the Owners Corporation or the Managing Agent.

9. Where an Owner of a lot with a common property joint entry foyer leaves the scheme, the Owner may remove any Personal Items belonging to that Owner which is affixed or installed on the common property joint entry foyer subject to agreement with the other lot owners who share the common property joint entry foyer.

10. Where an Owner of a lot with a common property joint entry foyer enters the scheme, that Owner must provide their written consent to having Personal Items on the common property joint entry foyer and their responsibility in respect of those Personal Items.

11. Where an Owner removes a Personal Items from the common property joint entry foyer, that Owner must restore the common property to its original state, or as close to the original state as reasonably possible and must ensure the common property entry foyers is left in a clean and tidy state.

12. Where an Owner does not agree to having Personal Items on the common property joint entry foyer, all Personal Items must be removed from the common property joint entry foyer and the common property must be restored as required under clause (11) above.

13. Any Personal Items installed on the common property joint entry foyer must -

a) be in keeping with the interior design of Prominence and must not detract from the value of the building

b) not compromise any fire safety devices or emergency egress or access

c) be kept in a clean, neat and tidy condition at all times

d) only be installed where written confirmation from the Owners Corporation's fire and safety consultants has been obtained affirming that the Personal Items installed will

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not detrimentally affect the fire and/or emergency egress requirements for the strata scheme

14. Any Personal Items must not be visible from common areas outside of the entry foyers where Personal Items are installed or from the street.

15. The Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair any Personal Items installed by an Owner on the common property joint entry foyer.

16. The Owners Corporation shall not be responsible for any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the installation of Personal Items by an Owner on the common property joint entry foyer.

17. The Owners Corporation reserves the right to remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this by-law, if that breach is not rectified within a reasonable time, and recover the cost of that remediation from the Owner as a debt due to the Owners Corporation on demand.

SPECIAL BY-LAW No. 12 - Personal Items on Entry Foyers - Lots 79, 80 & 81

1. This by-law confers on the Owner special privileges to affix and install Personal Items (such as artwork, ornaments, sideboards and other furnishings) to the common property joint entry foyers adjacent to their lot entrance subject to the conditions in this by-law.

2. The ***special privileges*** conferred by this by-law are the rights to alter and use the common property by affix and install Personal Items to the common property joint entry foyers adjacent to their lot entrance.

3. **"Owner"** means the owner or owners of the below lots from time to time of strata plan no.80140 with common property joint entry foyers adjacent to their lot entrance –

Lots	Level	Tower
79, 80 & 81	8	1

4. **"Personal Items"** means artwork, ornaments, sideboards and other furnishings installed within the common property joint entry foyers, which are for decorative purposes only. The common property joint entry foyers must not be used for storage of household items, such as bikes, toys, books, lounge furnishings such as couches, settees or any other item not suitable for the common property joint entry foyers.

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5. The Owners Corporation, under this by-law, provides its consent for the special privileges granted to the Owner.

Conditions

6. An Owner of lot with a common property joint entry foyer must consent in writing to the affixing and installing of Personal Items on the common property joint entry foyer.

7. The written consent must stipulate the following -

   a) who shall be responsible for each Personal Items installed on the common property joint entry foyer or whether all owners with access to the common property joint entry foyer shall have equal responsibility for the items installed on that common property joint entry foyer

   b) who shall maintain the Personal Items installed in a good condition

   c) who shall be responsible for obtaining insurance, repairing the Personal Items, replacement of Personal Items, cleaning and removal

   d) who shall repair any damage to common property caused by Personal Items installation or removal, and if not repaired, shall allow the Owners Corporation to rectify the damage and recover the cost from the lot owner

   e) the lot owners shall indemnify the Owners Corporation for against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the use of the common property entry foyer and the Personal Items installed

8. An Owner must provide the written consent referred to in clause (6) above, to the Owners Corporation or the Managing Agent.

9. Where an Owner of a lot with a common property joint entry foyer leaves the scheme, the Owner may remove any Personal Items belonging to that Owner which is affixed or installed on the common property joint entry foyer subject to agreement with the other lot owners who share the common property joint entry foyer.

10. Where an Owner of a lot with a common property joint entry foyer enters the scheme, that Owner must provide their written consent to having Personal Items on the common property joint entry foyer and their responsibility in respect of those Personal Items.

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11. Where an Owner removes a Personal Items from the common property joint entry foyer, that Owner must restore the common property to its original state, or as close to the original state as reasonably possible and must ensure the common property entry foyers is left in a clean and tidy state.

12. Where an Owner does not agree to having Personal Items on the common property joint entry foyer, all Personal Items must be removed from the common property joint entry foyer and the common property must be restored as required under clause (11) above.

13. Any Personal Items installed on the common property joint entry foyer must-

    a) be in keeping with the interior design of Prominence and must not detract from the value of the building

    b) not compromise any fire safety devices or emergency egress or access

    c) be kept in a clean, neat and tidy condition at all times

    d) only be installed where written confirmation from the Owners Corporation's fire and safety consultants has been obtained affirming that the Personal Items installed will not detrimentally affect the fire and/or emergency egress requirements for the strata scheme

14. Any Personal Items must not be visible from common areas outside of the entry foyers where Personal Items are installed or from the street.

15. The Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair any Personal Items installed by an Owner on the common property joint entry foyer.

16. The Owners Corporation shall not be responsible for any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the installation of Personal Items by an Owner on the common property joint entry foyer.

17. The Owners Corporation reserves the right to remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this by-law, if that breach is not rectified within a reasonable time, and recover the cost of that remediation from the Owner as a debt due to the Owners Corporation on demand.

SPECIAL BY-LAW No. 13 - Exclusive Use - Lot 7

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a) On the conditions set out below the Owner of Lot 7 have a special privilege in respect of the Common Property to install 2 windows in the balcony of the Lot in accordance with plans and specifications to be approved by the Owners Corporation prior to commencement of these Works (**Lot 7 Window Works**). The Lot 7 Window Works are at the cost of the Owner of Lot 7.

b) Before starting the Lot 7 Window Works the Owner must provide the Owners Corporation with:

(i) a copy of the proposed application to be lodged with the local Council, including all drawings, specifications, conditions and notes. If an application to the local Council is not required, then prior to the commencement of the Lot 7 Window Works, a copy of all proposed plans and specifications must be lodged with the Owners Corporation for approval;

(ii) a copy of any requisite approval from the local Council including all drawings, specifications, conditions and notes;

(iii) a copy of any requisite construction certificates for the Lot 7 Window Works, under part 4A of the *Environmental Planning and Assessment Act 1979*;

(iv) a copy of a certificate of insurance relating to the Lot 7 Window Works, if required under Section 92 of the *Home Building Act 1999*; and

(v) evidence of currency for the duration of the Lot 7 Window Works of contractors all risk insurance cover with an insurance office of repute (incorporating cover against public risk in respect of claims of death, injury, accident and damage to persons or property occurring in the course of the Lot 7 Window Works to a minimum of $20,000,000.0) to which the Owner is the named party and the Owners Corporation is noted as an interested party.

c) In undertaking the Lot 7 Window Works, the Owner must by himself, his agents, servants and contractors:

(i) use the material specified in the construction certificate in a manner specified in the plans and specifications approved in the construction certificate. If the materials or the manner of use is not specified in the construction certificate then the best quality and the most appropriate materials in a proper and skilful manner will be used:

(ii) comply with all conditions and requirements of the local Council and must comply with the plans and specifications approved in the construction certificates;

(iii) comply with the Building Code of Australia and all pertinent Australian Standards;

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(iv) not allow the obstruction of reasonable use of the Common Property in the course of the Lot 7 Window Works, by building materials, tools, machines, debris or motor vehicles;

(v) ensure that any Lot 7 Window Works involving the use of jackhammers, masonry drills or any noisy work is undertaken, between the hours of 9am and 5pm on weekdays (other than public holidays);

(vi) give the residents of the other Lots in the strata plan not less than 24 hours notice of the Lot 7 Window Works being undertaken;

(vii) comply with any reasonable requirement of the Owners Corporation concerning the means of entering and leaving the building for tradesman, building materials, tools and debris;

(viii) carry out the Lot 7 Window Works between 9am and 5pm Monday to Friday (inclusive) excluding public holidays;

(ix) ensure the Lot 7 Window Works are completed within one month of their commencement;

(x) ensure the Lot 7 Window Works are carried out in a proper and workmanlike manner, by duly licensed contractors; and

(xi) comply with the requirements of the Owners Corporation in relation to compliance with any by-laws and relevant Authority concerning the performance of the Lot 7 Window Works.

(d) Following the completion of the Lot 7 Window Works. the Owner of Lot 7 will be responsible for (at the cost of the Owner of Lot 7) that the proper maintenance of the Lot 7 Window Works and keeping the Lot 7 Window Works in a state of good and serviceable repair.

(e) The Owner of Lot 7 must indemnify the Owners Corporation against any loss or damage that the Owners Corporation suffers as a result of the performance, maintenance or replacement of the Lot 7 Window Works on the Common Property and will pay those amounts to the Owners Corporation upon request.

(f) The Owner of Lot 7 accepts liability for any damage caused to any part of the Common Property as a result of the erection, attachment, removal or replacement of the Lot 7 Window Works to the Common Property and the responsibility to make good the damage (at the cost of the Owner of Lot 7) immediately after it has occurred.

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(g) The Owner of Lot 7 must ensure that the Lot 7 Window Works, at the time of construction and at all times thereafter, are not visible from any street, road or public thoroughfare relating to any building on any of the Strata Schemes.

SPECIAL BY-LAW No. 14 – Lot 1 Balcony Works

a) On the conditions set out below the Owner of Lot 1 have a special privilege in respect of the Common Property to install 2 windows in the balcony of the Lot in accordance with plans and specifications to be approved by the Owners Corporation prior to commencement of these Works (**Lot 1 Window Works**). The Lot 1 Window Works are at the cost of the Owner of Lot 1.

b) Before starting the Lot 1 Window Works the Owner must provide the Owners Corporation with:

(i) a copy of the proposed application to be lodged with the local Council, including all drawings, specifications, conditions and notes. If an application to the local Council is not required, then prior to the commencement of the Lot 1 Window Works, a copy of all proposed plans and specifications must be lodged with the Owners Corporation for approval;

(ii) a copy of any requisite approval from the local Council including all drawings, specifications, conditions and notes;

(iii) a copy of any requisite construction certificates for the Lot 1 Window Works, under part 4A of the *Environmental Planning and Assessment Act 1979*;

(iv) a copy of a certificate of insurance relating to the Lot 1 Window Works, if required under Section 92 of the *Home Building Act 1999*; and

(v) evidence of currency for the duration of the Lot 1 Window Works of contractors all risk insurance cover with an insurance office of repute (incorporating cover against public risk in respect of claims of death, injury, accident and damage to persons or property occurring in the course of the Lot 1 Window Works to a minimum of $20,000,000.0) to which the Owner is the named party and the Owners Corporation is noted as an interested party.

c) In undertaking the Lot 1 Window Works, the Owner must by himself, his agents, servants and contractors:

(i) use the material specified in the construction certificate in a manner specified in the plans and specifications approved in the construction certificate. If the materials or

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the manner of use is not specified in the construction certificate then the best quality and the most appropriate materials in a proper and skilful manner will be used;

(ii) comply with all conditions and requirements of the local Council and must comply with the plans and specifications approved in the construction certificates;

(iii) comply with the Building Code of Australia and all pertinent Australian Standards;

(iv) not allow the obstruction of reasonable use of the Common Property in the course of the Lot 1 Window Works, by building materials, tools, machines, debris or motor vehicles;

(v) ensure that any Lot 1 Window Works involving the use of jackhammers, masonry drills or any noisy work is undertaken, between the hours of 9am and 5pm on weekdays (other than public holidays);

(vi) give the residents of the other Lots in the strata plan not less than 24 hours notice of the Lot 1 Window Works being undertaken;

(vii) comply with any reasonable requirement of the Owners Corporation concerning the means of entering and leaving the building for tradesman, building materials, tools and debris;

(viii) carry out the Lot 1 Window Works between 9am and 5pm Monday to Friday (inclusive) excluding public holidays;

(ix) ensure the Lot 1 Window Works are completed within one month of their commencement;

(x) ensure the Lot 1 Window Works are carried out in a proper and workmanlike manner, by duly licensed contractors; and

(xi) comply with the requirements of the Owners Corporation in relation to compliance with any by-laws and relevant Authority concerning the performance of the Lot 1 Window Works.

(d) Following the completion of the Lot 1 Window Works, the Owner of Lot 1 will be responsible for (at the cost of the Owner of Lot 1) that the proper maintenance of the Lot 1 Window Works and keeping the Lot 1 Window Works in a state of good and serviceable repair.

(e) The Owner of Lot 1 must indemnify the Owners Corporation against any loss or damage that the Owners Corporation suffers as a result of the performance, maintenance or replacement

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of the Lot 1 Window Works on the Common Property and will pay those amounts to the Owners Corporation upon request.

(f) The Owner of Lot 1 accepts liability for any damage caused to any part of the Common Property as a result of the erection, attachment, removal or replacement of the Lot 1 Window Works to the Common Property and the responsibility to make good the damage (at the cost of the Owner of Lot 1) immediately after it has occurred.

(g) The Owner of Lot 1 must ensure that the Lot 1 Window Works, at the time of construction and at all times thereafter, are not visible from any street, road or public thoroughfare relating to any building on any of the Strata Schemes.

SPECIAL BY-LAW No. 15 – Exclusive Use – Lots 150 and 151

(a) Notwithstanding the provisions of these by-laws including by-law 34(g), the Owner of Lots 150 and 151 (**Lots**) may install full height window signage in accordance with the concept drawings attached to this by-law and marked ("**A**") (**Signage**).

(b) The Signage must only be installed over the window areas of the Lots and must not overlap or interfere with the balustrades located throughout the Lots.

(c) Before installing the Signage, the Owner must provide the Owners Corporation with:

(i) a copy of the proposed application to be lodged with the local Council, including all drawings, specifications, conditions and notes. If an application to the local Council is not required, then prior to the commencement of the installation of the Signage, a copy of all proposed plans and specifications must be lodged with the Owners Corporation for approval

(ii) a copy of any requisite approval from the local Council (if required), including all drawings, specifications, conditions and notes, and

(iii) evidence of currency for the duration of the installation of the Signage of contractors all risk insurance cover with an insurance office of repute (incorporating cover against public risk in respect of claims of death, injury, accident and damage to persons or property occurring in the course of, or by reason of, the installation of the Signage to a minimum of $20 million), to which the Owner is the named party and the Owners Corporation is noted as an interested party.

(d) In undertaking the installation of the Signage, the Owner must, by himself, his agents, his servants and contractors:

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(i) use the material specified in the construction certificate and amendments specified in the plans and specifications approved in the construction certificate. If the materials or manner of use is not specified in the construction certificate or a construction certificate is not required, then the best quality and most appropriate new materials installed in a proper and skilful manner will be used

(ii) comply with all conditions and requirements of the local Council (if relevant) and must comply with the plans and specifications approved in the construction certificates

(iii) comply with the Building Code of Australia and all Australian Standards

(iv) not allow the obstruction of reasonable use of Common Property in the course of the installation of the Signage

(v) ensure that any installation of the Signage including any involving the use of jack hammers, masonry drills or any noisy work is undertaken, between the hours of 9am and 5pm on weekdays (other than public holidays)

(vi) give the residents and occupiers of other lots in the strata plan not less than 24 hours of the installation of the Signage being undertaken

(vii) comply with any reasonable requirements of the Owners Corporation concerning the means of entering and leaving the building for tradesmen, building materials, tools and debris

(viii) ensures that the installation of the Signage is completed within one (1) week of it's commencement

(ix) ensure the installation of the Signage is carried out in a proper and workman like manner by duly licensed contractors, and

(e) Following the completion of the installation of the Signage, the Owner of the Lots will be responsible for (at the cost of the Owner of the Lots) the proper maintenance and upkeep of the Signage and keeping the Signage in a state of good and serviceable repair. The Owner of the Lots must carry out maintenance work as required by the Owners Corporation from time to time where the Owners Corporation is of the opinion that the Signage has deteriorated, does not maintain the aesthetic standards of the building comprised in the Strata Scheme, constitute a danger to person property or otherwise are in a deteriorated state and condition.

(f) The Owner of the Lots must indemnify the Owners Corporation against any loss or damage that the Owners Corporation offers a result of the performance, maintenance or

This is page 100 of a total of 105 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 80140 was affixed on the 22nd day of January 2018 in the presence of:

Names:.....
Signatures.....
.....
Being the persons authorised by Section 273 of the *Strata Schemes Management Act* 2015 to attest the affixing of the seal.

Req:R474163 /Doc:DL AN080230 /Rev:01-Feb-2018 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 11:15 /Seq:101 of 105
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replacement of the Signage on the Common Property and will pay those amounts to the Owners Corporation upon request.

(g) The Owner of the Lots accepts liability of any damage caused to any part of the Common Property as a result of the erection, attachment or removal of or replacement of the Signage to the Common Property and the responsibility to make good that damage (at the cost of the Owner of the Lots), immediately after it has occurred. If the Owners Corporation requests that the Owner of the Lots enter into a deed indemnifying the Owners Corporation in relation to such damage the Owner must immediately sign and return the deed to the Owners Corporation. If the deed is not signed and returned by the Owner of the Lots the Owners Corporation may at its absolute discretion revoke this by-law.

(h) If the Owner of the Lots does not comply with the conditions of this by-law the Owners Corporation may at its absolute discretion issue a written notice requiring compliance with the terms of this by-law within 14 days of the date of the notice. If the Owner does not rectify the breach within the 14 day period stated in the notice then the Owners Corporation may at its absolute discretion notify the tenant that this by-law has been revoked.

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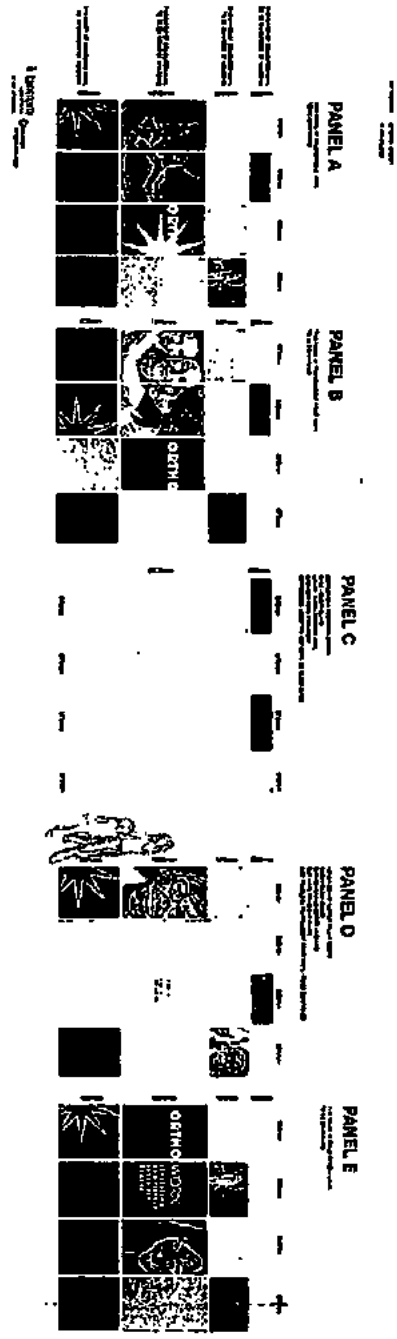

Signage drawings being Annexure "A" to By-Law 10

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SPECIAL BY-LAW No. 16 – Keeping of records and service of documents

1. The owners corporation may store the strata roll and any other record required to be made or stored by the owners corporation in electronic form.

2. A document may be served on the owner of a lot by electronic means if the owner (or any one of the owners if more than one) has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

3. The owners corporation may request that an owner provides an email address for the service of documents. Such a request must be made in writing and the owner must comply within the time stated in the notice.

4. If an owner does not comply with the notice in clause 3 and the owners corporation serves a document on the owner by means other than electronically, the owner must pay the costs of serving the document incurred by the owners corporation.

5. The owners corporation may recover as a debt any amounts payable in clause 4, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate of 10% per annum, and the expenses of the owners corporation incurred in recovering those amounts.

6. The strata committee may waive the requirements in clauses 4 and 5 for an owner who does not have an email address.

SPECIAL BY-LAW No. 17 – Electronic voting

1. In this by-law "**Electronic Voting**" means a vote on a motion at a strata committee meeting or general meeting cast by email, a voting website, or electronic application (e.g. Skype, teleconference, video conference), while participating in a meeting from a remote location.

2. This by-law applies if the owners corporation or the strata committee has made a determination to allow Electronic Voting.

3. A determination to allow Electronic Voting remains in force until revoked and may only be revoked by the owners corporation, or if the determination was made by the strata committee, the strata committee.

4. The notice of a strata committee meeting or a general meeting must indicate whether Electronic Voting applies to the meeting.

5. Electronic Voting must be conducted by way of an electronic ballot.

This is page 103 of a total of 105 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 80140 was affixed on the 22nd day of January 2018 in the presence of:

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6. The electronic ballot must contain instructions for completing the ballot, the form of the motions to be voted on, and the means of indicating the voter's choice on the motions to be voted on.

7. The secretary must, before the meeting at which Electronic Voting is to be conducted, give each person entitled to vote:

   (a) Access to an electronic ballot paper, or to a voting website or electronic application containing an electronic ballot paper, that complies with this by-law;

   (b) Information concerning:

      (i) How the ballot paper must be completed;

      (ii) The deadline for submission of the ballot paper;

      (iii) If voting is by email, the address where the ballot paper is to be returned;

      (iv) If voting is by other electronic means, the means of accessing the electronic voting system and how the completed electronic ballot paper is to be sent to the secretary;

   (c) Access to an electronic form of declaration requiring the voter to state their name, the capacity in which they are entitled to vote, their unit entitlement, and the name and capacity of the person who gave the proxy , if the vote is a proxy vote.

8. An electronic ballot paper and the form of declaration must be sent to the secretary of the owners corporation no later than the deadline for submission of the ballot paper.

9. The secretary must ensure that all electronic ballot papers are stored securely until the counting of the votes begins.

10. As soon as practicable after the deadline for submission of the ballot paper, the secretary must:

   (a) Review all information and reports about the electronic ballot;

   (b) Reject as informal any votes that do not comply with the requirements of this by-law;

   (c) Ascertain the result of the electronic ballot;

   (d) Make a written or electronic record of the result of the electronic ballot;

   (e) Announce or publish the result of the ballot.

This is page 104 of a total of 105 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 80140 was affixed on the 22nd day of January 2018 in the presence of:

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11. Any person who casts a vote by way of Electronic Voting must vote in accordance with the instructions contained in the information given by the owners corporation, or the vote will be an informal vote.

12. If Electronic Voting is carried out by means of a voting website or electronic application, the website or electronic application must provide a warning message to a person casting an informal vote that their vote is informal.

13. If the ballot is a secret ballot, the secretary must ensure that the identity of the voter cannot be ascertained from the form of the electronic ballot paper, and the declaration by the voter is dealt with so that it is not capable of being used to identify the voter.

SPECIAL BY-LAW No. 18 – Adoption of the common property memorandum

The Owners Corporation adopts the common property memorandum prescribed for the purposes of Section 107 of the *Strata Schemes Management Act 2015*.

This is page 105 of a total of 105 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 80140 was affixed on the 22nd day of January 2018 in the presence of:

Names: Gary Rumford

Signatures

Being the persons authorised by Section 273 of the *Strata Schemes Management Act* 2015 to attest the affixing of the seal.

THE OWNERS - STRATA PLAN NO 80140 ★ Common Seal

City of Sydney
Town Hall House
456 Kent Street
Sydney NSW 2000

Telephone +61 2 9265 9333
Fax +61 2 9265 9222
council@cityofsydney.nsw.gov.au

GPO Box 1591 Sydney NSW 2001
cityofsydney.nsw.gov.au

INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001

PLANNING CERTIFICATE

Under Section 10.7 of the Environmental Planning and Assessment Act, 1979

Applicant:	INFOTRACK PTY LIMITED
Your reference:	62585
Address of property:	1 Grandstand Parade , ZETLAND NSW 2017
Owner:	THE OWNERS - STRATA PLAN NO 80140
Description of land:	Lot 202 DP 1061965, Lots 1-87 SP 80140, Lots 90-149 SP 80814, Lots 150-209 SP81218
Certificate No.:	2020300143
Certificate Date:	14/01/20
Receipt No:	0148493
Fee:	$80.00
Paid:	14/01/20

Title information and description of land are provided from data supplied by the Valuer General and shown where available.

Issuing Officer
per **Monica Barone**
Chief Executive Officer

CERTIFICATE ENQUIRIES:
Ph: 9265 9333
Fax: 9265 9415

Sydney2030/Green/Global/Connected

PLANNING CERTIFICATE UNDER SECTION 10.7 (2) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 - ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION, 2000, CLAUSES (1) - (2).

DEVELOPMENT CONTROLS

The following information must be read in conjunction with and subject to all other provisions of the environmental planning instruments specified in this certificate.

ZONING

Zone R1 General Residential (Sydney Local Environmental Plan 2012)

1 Objectives of zone
• To provide for the housing needs of the community.
• To provide for a variety of housing types and densities.
• To enable other land uses that provide facilities or services to meet the day to day needs of residents.
•To maintain the existing land use pattern of predominantly residential uses..

2 Permitted without consent
Home occupations

3 Permitted with consent
Attached dwellings; Bed and breakfast accommodation; Boarding houses; Child care centres; Community facilities; Dwelling houses; Food and drink premises; Group homes; Home industries; Horticulture; Hostels; Multi dwelling housing; Neighbourhood shops; Places of public worship; Residential flat buildings; Respite day care centres; Roads; Roadside stalls; Semi-detached dwellings; Seniors housing; Shop top housing; shops; Any other development not specified in item 2 or 4

4 Prohibited
Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat launching ramps; Boat building and repair facilities; Camping grounds; Car parks; Caravan parks; Charter and tourism boating facilities; Commercial premises; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Environmental protection works; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Industrial retail outlets; Industries; Mooring pens; Moorings; Mortuaries; Passenger transport facilities; Port facilities; Recreation facilities (major); Recreation facilities(outdoor); Registered clubs; Research stations; Restricted premises; Rural industries; Rural supplies; Service stations; Sewerage systems; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wholesale supplies

PROPOSED ZONING

This property is not affected by a draft zone.

LOCAL PLANNING CONTROLS

Sydney Local Environmental Plan 2012 (as amended) – Published 14 December 2012 NSW Legislation Website.

Sydney Development Control Plan 2012 (as amended) - (commenced 14.12.2012)

HERITAGE

State Heritage Register (Amendment To Heritage Act, 1977 Gazetted 2/4/99)
This property may be identified as being of state heritage significance, and entered on the State Heritage Register.

To confirm whether the site is listed under the Heritage Act 1977 a Section 167 Certificate should be obtained from the NSW Heritage Office by contacting the NSW Heritage office on (02) 9873 8500 for an application from or by downloading the application form from www.heritage.nsw.gov.au

STATE PLANNING INSTRUMENTS

Full copies of State Environmental Planning Policies are available online at www.planning.nsw.gov.au.

State Environmental Planning Policy No. 19 – Bushland in Urban Areas
This is a policy to protect and preserve bushland within certain urban areas, as part of the natural heritage or for recreational, educational and scientific purposes. This policy is designed to protect bushland in public open space zones and reservations, and to ensure that bush preservation is given a high priority when local environmental plans for urban development are prepared.

State Environmental Planning Policy No. 33 – Hazardous and Offensive Development
This policy aims to amend the definitions of hazardous and offensive industries; to render ineffective any environmental planning instruments not defining hazardous or offensive as per this policy; to control development of hazardous and offensive industries.

State Environmental Planning Policy No. 55 – Remediation of Land
This policy provides planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

State Environmental Planning Policy No. 64 – Advertising and Signage
This policy aims to ensure that signage (including advertising):
Is compatible with the desired amenity and visual character of an area, and
- Provides effective communications in suitable locations, and
- Is of a high quality design and finish.

To this end the policy regulates signage (but not content) under Part 4 of the Act and provides limited time consents for the display of certain advertisements. The policy does not apply to signage that is exempt development under an environmental planning instrument. It does apply to all signage that can be displayed with or without consent and is visible from any public place or reserve, except as provided by the policy.

This policy should be read in conjunction with the Sydney Local Environmental Plan 2005, the City of Sydney Signage and Advertising Structures Development Control Plan 2005 and State Environmental Planning Policy No. 60 where these apply.

State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development
This policy aims to improve the design quality of flats of three or more storeys with four or more self contained dwellings. The policy sets out a series of design principles for local councils to consider when assessing development proposals for residential flat development. The policy also creates a role for an independent design review panel and requires the involvement of a qualified designer in the design and approval process.

State Environmental Planning Policy No.70 – Affordable Housing (Revised Schemes) (Gazetted 31.05.02)
The policy identifies that there is a need for affordable housing in the City of Sydney, describes the kinds of households for which affordable housing may be provided and makes a requirement with respect to the imposition of conditions relating to the provision of affordable housing (provided other requirements under the Act are met).

State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
This Policy does not apply to land described in Schedule 1 (Environmentally sensitive land), or land that is zoned for industrial purposes, or land to which an interim heritage order made under the *Heritage Act 1997* by the Minister administering that Act applies, or land to which a listing on the State Heritage Register kept under the *Heritage Act 1997* applies.

The Policy aims to encourage the provision of housing (including residential care facilities) that will increase the supply and diversity of residences that meet the needs of seniors or people with a disability, and make efficient use of existing infrastructure and services, and be of good design.

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
Aims to ensure consistency in the implementation of the BASIX scheme throughout the State. This Policy achieves its aim by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

State Environmental Planning Policy (State Significant Precincts) 2005
This Policy aims to identify development of economic, social or environmental significance to the State or regions of the State so as to provide a consistent and comprehensive assessment and decision making process for that development.
NB: This SEPP also contains exempt & complying provisions

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
This Policy aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the social and economic welfare of the State.

State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007
This Policy aims to ensure that suitable provision is made for ensuring the safety of persons using temporary structures or places of public entertainment.

State Environmental Planning Policy (Infrastructure) 2007
This Policy aims to facilitate the effective delivery of infrastructure across the state.
NB: This SEPP also contains exempt & complying provisions

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
This Policy Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, in the General Housing Code, types of complying

development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

State Environmental Planning Policy (Affordable Rental Housing) 2009
Establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals, and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people. NOTE: Does not apply to land at Green Square or at Ultimo Pyrmont, or on southern employment land.

State Environmental Planning Policy (Urban Renewal) 2010
The aims of this Policy are as follows:
(a) to establish the process for assessing and identifying sites as urban renewal precincts,
(b) to facilitate the orderly and economic development and redevelopment of sites in and around urban renewal precincts,
(c) to facilitate delivery of the objectives of any applicable government State, regional or metropolitan strategies connected with the renewal of urban areas that are accessible by public transport.

State Environmental Planning Policy (State and Regional Development) 2011
The aims of this Policy are as follows:
(a) to identify development that is State significant development,
(b) to identify development that is State significant infrastructure and critical State significant infrastructure,
(c) to confer functions on joint regional planning panels to determine development applications.

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
The aims of this Policy are:
(a) to protect the biodiversity values of trees and other vegetation in non-rural areas of the State, and
(b) to preserve the amenity of non-rural areas of the State through the preservation of trees and other vegetation.

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
The aim of this Policy is to facilitate the effective delivery of educational establishments and early education and care facilities across the state.

State Environmental Planning Policy (Coastal Management) 2018
The aim of this Policy is to promote an integrated and co-ordinated approach to land use planning in the coastal zone in a manner consistent with the objects of the Coastal Management Act 2016, including the management objectives for each coastal management area, by:
(a) managing development in the coastal zone and protecting the environmental assets of the coast, and
(b) establishing a framework for land use planning to guide decision-making in the coastal zone, and
(c) mapping the 4 coastal management areas that comprise the NSW coastal zone for the purpose of the definitions in the Coastal Management Act 2016.

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005
This plan applies to land within the Sydney Harbour Catchment, as shown edged heavy black on the Sydney Harbour Catchment Map, being part of the Sydney Region declared by order published in Gazette No 38 of 7 April 1989 at page 1841.

This plan has the following aims with respect to the Sydney Harbour Catchment:

to ensure that the catchment, foreshores, waterways and islands of Sydney Harbour are recognised, protected and maintained: as outstanding natural asset, and as a public asset of national and heritage significance, for existing and future generations; to ensure a healthy, sustainable environment on land and water; to achieve a high quality urban environment; to ensure a prosperous working waterfront and an effective transport corridor, to encourage a culturally rich and vibrant place for people; to ensure accessibility to and along Sydney Harbour and its foreshores; to ensure the protection, maintenance and rehabilitation of watercourses, wetlands, riparian lands, remnant vegetation and ecological connectivity, to provide a consolidated, simplified and updated legislative framework for future planning.

OTHER MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 - E. P. & A. REGULATION, 2000. CLAUSES (2A) - (10)

(2A) Zoning and land use under *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*

This SEPP does not apply to the land.

(3) Complying Development

(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4),1.18(1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4),1.18(1)(c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Note: All Exempt and Complying Development Codes: Council does not have sufficient information to ascertain the extent of a land based exclusion on a property. Despite any statement preventing the carrying out of complying development in the Codes listed below, complying development may still be carried out providing the development is not on the land affected by the exclusion and meets the requirements and standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

General Housing Code & Commercial and Industrial (New Buildings and Additions) Code

Complying development **may not** be carried out on the land under the General Housing Code & the Commercial and Industrial (New Buildings and Additions) Code if because of the provisions of clause 1.17A, 1.18(1)(c3) & 1.19 (Land-based requirements for exempt and complying development) any of the following statements are **YES**

▪ Clause 1.19(5)d. Land that is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997. (Applies only to the Commercial and Industrial (New Buildings and Additions) Code.	NO
▪ Clause 1.17A(d). Has been identified as a property that comprises, or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977* or that is subject to an interim heritage order under the *Heritage Act 1977*.	NO
▪ Clause 1.17A(d) & 1.18(1)(c3). Has been identified as a property that comprises, or on which there is, a heritage item or draft heritage item.	**NO**
▪ Clause 1.17A(c). Has been identified as being within a wilderness area (identified under the *Wilderness Act 1987*.	**NO**
▪ Clause 1.17A(e) & 1.19(1)e or 1.19(5)f. Has been identified as land that is within an environmentally sensitive area or by an environmental planning instrument as being within a buffer area, a river front area, an ecologically sensitive area, environmentally sensitive land or a protected area	**NO**
▪ Clause 1.19(1)a.or 1.19(5)a Has been identified as being within a heritage conservation area or a draft heritage conservation area.	**NO**
▪ Clause 1.19(1)b or 1.19(5)b. Has been identified as being land that is reserved for a public purpose in an environmental planning instrument.	**NO**
▪ Clause 1.19(1)c or 1.19(5)c. Has been identified as being on an Acid Sulfate Soils Map as being Class 1 or Class 2.	**NO**
▪ Clause 1.19(1)d or 1.19(5)e. Has been identified as land that is subject to a biobanking agreement under part 7A of the threatened Species Conservation Act 1995 or a property vegetation plan under the Native Vegetation Act 2003.	**NO**
▪ Clause 1.19(1)f or 1.19(5)g. Has been identified by an environmental planning instrument, a development control plan or a policy adopted by the Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.	**NO**
▪ Clause 1.19(1)g or 1.19(5)h. Has been identified as being land in a foreshore area.	**NO**
▪ Clause 1.19(1)h. Has been identified as land that is in the 25 ANEF contour or a higher ANEF contour. (Applies only to the General Housing Code)	**NO**
▪ Clause 1.19(1)j or 1.19(5)i. Has been identified as unsewered land within a drinking water catchment.	**NO**
▪ Clause 1.19(1)i. Has been identified as land that is declared to be a special area under the Sydney Water Catchment Management Act 1998.	**NO**

Housing Alterations Code
Complying development under the Housing Alterations Code **may** be carried out on the land.

Commercial and Industrial Alterations Code
Complying development under the Commercial and Industrial Alterations Code **may** be carried out on the land.

Subdivisions Code

Complying development under the Subdivisions Code **may** be carried out on the land.

Rural Housing Code
The Rural Housing Code does not apply to this Local Government Area.

General Development Code
Complying development under the General Development Code **may** be carried out on the land.

Demolition Code
Complying development under the Demolition Code **may** be carried out on the land.

Low Rise Medium Density Housing Code
This Code does not apply to this Local Government Area.

(4B) Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

In relation to a coastal council : The owner (or any previous owner) of the land has not consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

(5) Mine Subsidence District

This land has not been proclaimed to be a mine subsidence district within the meaning of section 15 of the mine subsidence compensation act, 1961.

(6) Road Widening and/or Road Realignment affected by (a) Division 2 of Part 3 of the Roads act 1993 or (c) any resolution of council or other authority.

This land **is not** affected by road widening and/or road realignment under section 25 of the Roads Act, 1993 and/or resolution of Council or any other authority.

(6) Road Widening and/or Road Realignment Affected by (b) any environmental planning instrument.

This land **is not** affected by any road widening or road realignment under any planning instrument.

(7) Council and other public authorities policies on hazard risk restrictions:

(a) The land **is not** affected by a policy adopted by the Council that that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk; and

(b) The land **is not** affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to on planning certificate issued by Council, that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk.

(7A) Flood related development controls information.

The development on this land or part of this land is subject to flood related development controls refer to Clause 7.15 of Sydney Local Environment Plan 2012 and Section 3.7 of Sydney Development Control Plan 2012.

(8) Land reserved for acquisition

No environmental planning instrument, or proposed environmental planning instrument applying to the land, provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

(9) Contribution plans

The following Contributions Plans apply to properties within the City of Sydney local government area. Contributions plans marked **YES** may apply to this property:

▪ Central Sydney Development Contributions Plan 2013 – in operation 9th July 2013	**NO**
▪ City of Sydney Development Contributions Plan 2015 – in operation 1st July 2016	**YES**
▪ Redfern Waterloo Authority Contributions Plan 2006 – in operation 16th May 2007 ▪ Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16th May 2007	**NO**

(9A) Biodiversity certified land

The land has not been certified as biodiversity certified land.

(10) Biodiversity Conservation Act 2016

Not Applicable.

(10A) Native vegetation clearing set asides

Not Applicable.

(11) Bush fire prone land

The land has not been identified as Bush fire prone land.

(12) Property vegetation plans

Not Applicable.

(13) Orders under Trees (Disputes Between Neighbours) Act 2006

Council has not been notified of an order which as been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

(14) Directions under Part 3A

Not Applicable.

(15) Site compatibility certificates and conditions for seniors housing

(a) The land to which the certificate relates is not subject to a current site compatibility certificate (seniors housing), of which Council is aware, in respect of proposed development on the land.

(b) The land to which the certificate relates is not subject to any condition of consent to a development application granted after 11 October 2007 required by State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004.

(16) Site compatibility certificates for infrastructure, schools or TAFE establishments

The land to which the certificate relates is not subject to a valid site compatibility certificate (infrastructure), of which Council is aware, in respect of proposed development on the land.

(17) Site compatibility certificates and conditions for affordable rental housing

(a) The land to which the certificate relates is not subject to a current site compatibility certificate (affordable rental housing), of which Council is aware, in respect of proposed development on the land.

(b) The land to which the certificate relates is not subject to any terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.

(18) Paper subdivision information

Not Applicable.

(19) Site verification certificates

The land to which the certificate relates is not subject to a valid site verification certificate of which Council is aware.

(20) Loose-fill asbestos insulation

Not Applicable

(21) Affected building notices and building product rectification orders

(1)The land to which the certificate relates is not subject to any affected building notice of which Council is aware.

(2) (a) The land to which the certificate relates is not subject to any building product rectification order of which Council is aware and has not been fully complied with.

(b) The land to which the certificate relates is not subject to any notice of intention to make a building product rectification order of which Council is aware and is outstanding.

(3) In this clause:
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.

Note. The following matters are prescribed by section 59 (2) of the *Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate:

(a) The land to which the certificate relates **is not** declared to be **significantly contaminated land** within the meaning of that act as at the date when the certificate is issued.

(b) The land to which the certificate relates **is not** subject to a **management order** within the meaning of that act as at the date when the certificate is issued.

(c) The land to which the certificate relates **is not** the subject of an **approved voluntary management proposal** within the meaning of that act at the date the certificate is issued.

(d) The land to which the certificate relates **is not** the subject of an **ongoing maintenance order** within the meaning of that act as at the date when the certificate is issued.

(e) As at the date when the certificate is issued, Council **has not** identified that a **site audit statement** within the meaning of that act has been received in respect of the land the subject of the certificate.

PLANNING CERTIFICATE SECTION 10.7 (2) INFORMATION:
Information provided in accordance with planning certificate section 10.7 (2) has been taken from council's records and advice from other authorities but council disclaims all liability for any omission or inaccuracy in the information. Specific inquiry should be made where doubt exists.

PLANNING CERTIFICATE UNDER SECTION 10.7 (5) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

PLANNING CERTIFICATE SECTION 10.7 (5) ADVICE is current as at 12:00 noon two working days prior to the date of issue of this certificate. The following matters have been considered & details provided where information exists: easements in favour of council; parking permit scheme; heritage floor space restrictions; low-rental residential building; foreshore building line; tree preservation order.

Contaminated Land Potential:
Council records do not have sufficient information about the uses (including previous uses) of the land which is the subject of this section 10.7 certificate to confirm that the land has not been used for a purpose which would be likely to have contaminated the land. Parties should make their own enquiries as to whether the land may be contaminated.

Hazard Risk Restriction:
Some City of Sydney Local Environmental Plans incorporate Acid Sulfate soil maps. Development on the land identified in those maps should have regard to the acid sulfate soil clause within the relevant Local Environmental Plan.

Construction Noise and View Loss Advice:
Intending purchasers are advised that the subject property may be affected by construction noise and loss or diminution of views as a result of surrounding development.

Outstanding Notice & Order information
In relation to this property, there **is not** an outstanding Order or Notice of Intention to issue an Order relating to Fire Safety (being an Order or Notice of Intention to issue an Order under Part 2 of Schedule 5 of the Environmental Planning and Assessment Act, 1979). Further information about the Order or Notice of Intention to issue an Order may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning and Assessment Act and Section 735A of the Local Government Act.

In relation to this property, there **is not** an outstanding Order or Notice of Intention to issue an Order (being an Order or Notice of Intention to issue an Order of a type other than relating to fire safety). Further information about the Order or Notice of Intention to issue an Order may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning and Assessment Act and Section 735A of the Local Government Act.

Neighbourhood Parking Policy
Owners and occupiers of this address are **not eligible** to participate in the resident and visitor permit parking schemes.

ADVICE FROM OTHER BODIES

Advice provided in accordance with planning certificate section 10.7 (5) is supplied in good faith. Council accepts no liability for the validity of the advice given. (see section 10.7 (6) of the Environmental Planning and Assessment Act, 1979).

For information regarding outstanding notices and orders a CERTIFICATE FOR OUTSTANDING NOTICES OF INTENTION AND/OR AN ORDER UNDER SECTION 735A OF THE LOCAL GOVERNMENT ACT, 1993 AND SECTION 121ZP OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979 may be applied for at Sydney City Council.

Planning certificate section 10.7 (2), local planning controls are available are available online at www.cityofsydney.nsw.gov.au

General Enquiries:
Telephone: 02 9265 9333

Town Hall House
Level 2
Town Hall House
456 Kent Street
Sydney
8am – 6pm Monday - Friday

State planning controls are available online at www.legislation.nsw.gov.au

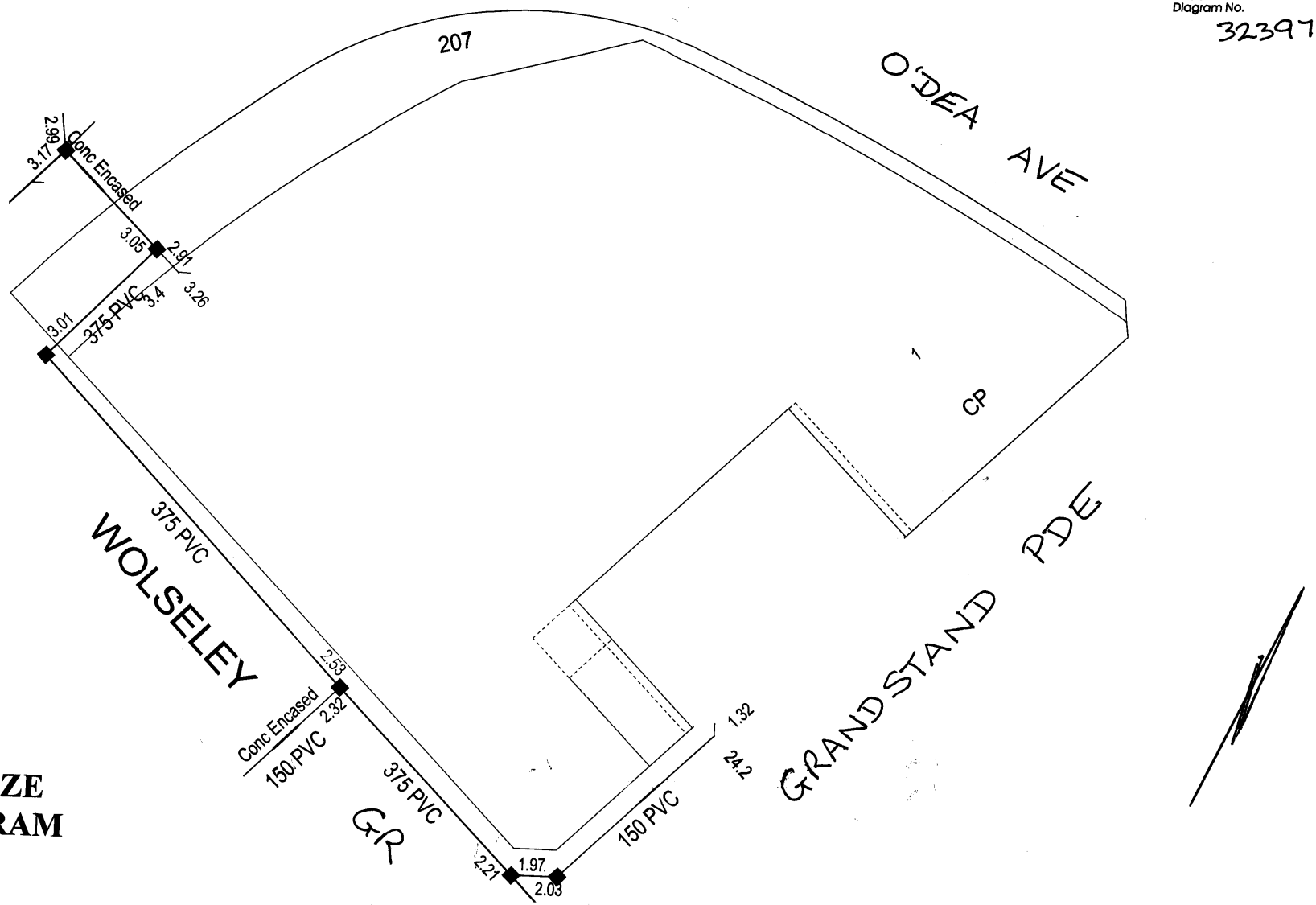
Where planning certificate section 10.7 (5) matters are supplied, complete details are available by writing to:
Chief Executive Officer
City of Sydney
G.P.O. Box 1591
Sydney NSW 2000

End of Document

NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only

Application No. 10345067

Diagram No.
323975



A3 SIZE DIAGRAM

SYMBOLS AND ABBREVIATIONS

INDICATES – DRAINAGE FITTINGS

■	Manhole	■ P	P. Trap
■ Chr	Chamber	■ R	Reflux valve
● L.H.	Lamphole	o	Cleaning Eye
✖	Boundary Trap	● Vert.	Vertical Pipe
●	Inspection Shaft	IP	Induct Pipe
■ Pit	Pit	MF	Mica Flap
■ G	Grease Interceptor	JN	Junction
■	Gully	● RP	Rodding Point

INDICATES PLUMBING FIXTURES & OR FITTINGS

CO	Clean Out	Bid	Bidet
O V	Vent Pipe	S	Shower
T	Tubs	DW	Dishwasher
K	Kitchen Sink	F	Floor Waste
W	Water Closet	M	Washing Machine
B	Bath Waste	BS	Bar Sink
H	Handbasin	LS	Lab Sink

INDICATES – PLUMBING ON MORE THAN ONE LEVEL

O SV	Soil Vent Pipe	O WS	Waste Stack

SYDNEY WATER
SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF SYDNEY SUBURB OF ZETLAND

Scale Approx. 1 : 500 Distances / depths in metres pipe diameter in millimetres SEWER AVAILABLE Boundary Trap IS REQUIRED

Where the Sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains, and structures should be ascertained by inspection of records

In general the outlines of buildings may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendment to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licensee is required to submit to the Board a certificate of compliance as not all work may have been supervised.

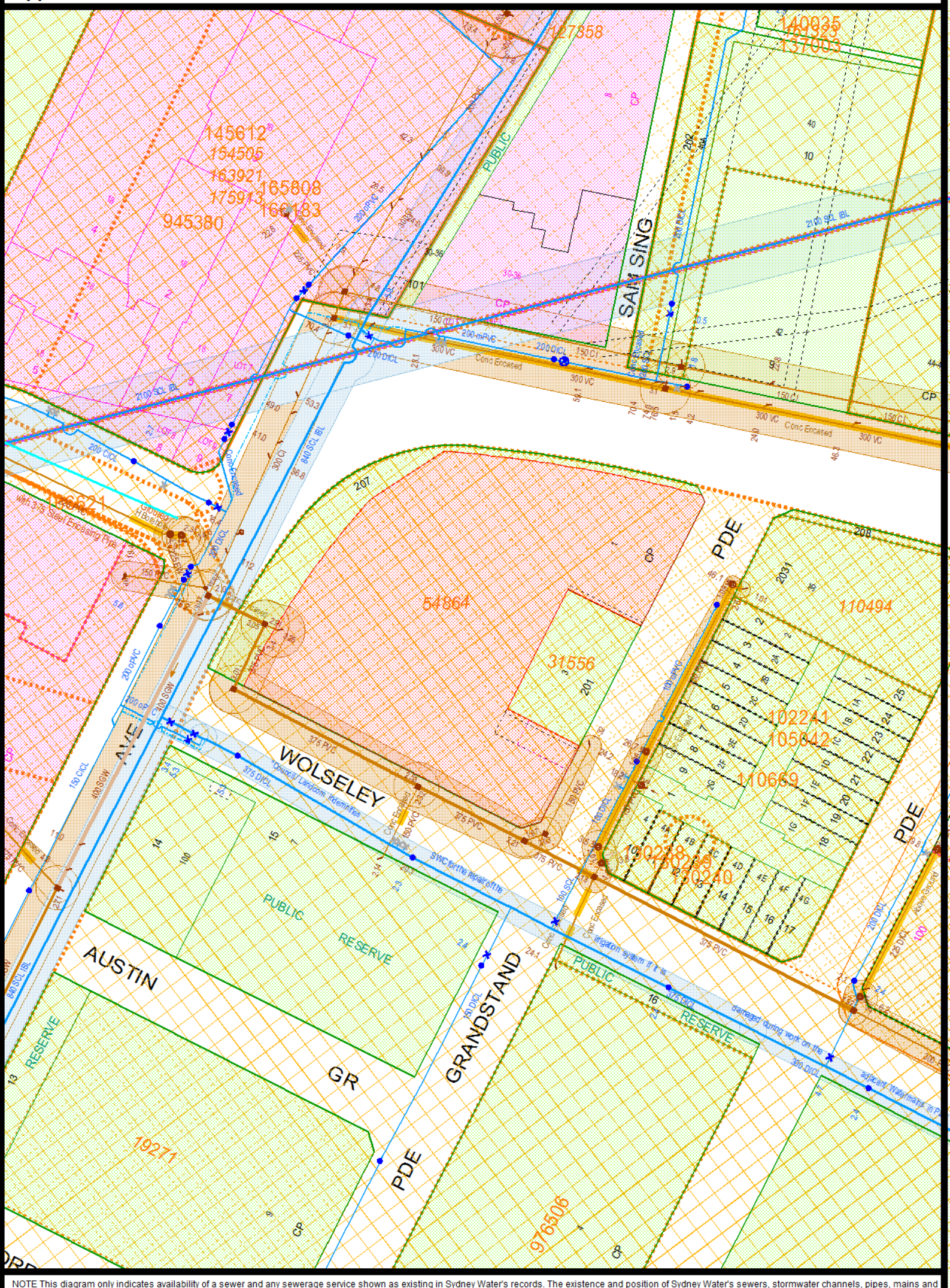
NOTE : This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records. (By – Law 8, Clause 3)

SSD 323975

Connection Date

Created on Jan 14, 2020 10:59:55 AM

Application No. 10345065 Created on Jan 14, 2020 10:59:30 AM



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.