

SP76418

Approved Form 27

By-Laws

Instrument setting out the terms of by-laws to be created upon registration of the strata plan.

Please list the number and details of all by-laws intended to be created

See Annexure "A"

+ The consent of the Council to the abovementioned by-laws is *optional*

* Strike out whichever is inapplicable



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Annexure "A"

1. Definitions and Interpretation

1.1 In these by-laws these terms (in any form) mean:

"Act" the Strata Schemes Management Act 1996;

"Air Conditioning Plant" the air conditioning plant and equipment situated or to be situated in or on the Common Property or within the plan area of a Lot and any conduits and ducting in the Common Property connected to air conditioning plant and equipment servicing a Lot;

"Architectural Standards" the meaning given to that term in the Community Management Statement;

"Building" the building constructed on the Parcel in the Strata Scheme;

"Car Wash Bay" those areas of Common Property designated by the Owners Corporation from time to time as car wash bays;

"Common Property" so much of the Parcel as from time to time is not comprised in any Lot;

"Community Association" is Community Association DP 270215;

"Community Management Statement" the community management statement registered with the Community Plan;

"Community Parcel" the land the subject of the Community Scheme;

"Community Plan" deposited plan 270215;

"Community Property" the meaning given to that term in the Community Management Statement;

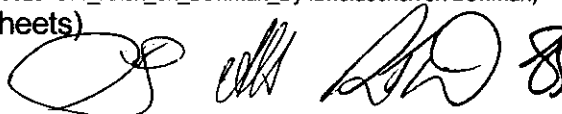
"Community Scheme" the community scheme constituted on registration of the Community Plan;

"Community Titles Legislation" the Community Land Development Act 1989 and the Community Land Management Act 1989;

"Council" means City of Sydney Council;

"Developer" the meaning given to that term in the Community Management Statement;

"Development Activities" the meaning given to that term in the Community Management Statement;



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"**Development Consent**" consent no. 455-12-02(1);

"**Landscape Standards**" the meaning given to that term in the Community Management Statement;

"**Lot**" a lot (as defined in the Act) in the Strata Plan;

"**Manager**" the manager appointed under the agreement disclosed in by-law 12;

"**Occupier**" any person in lawful occupation of a Lot;

"**Owner**":

- (a) except as provided in paragraph (b), a person for the time being recorded in the register as entitled to an estate in fee simple in that Lot; or
- (b) a person whose name has been entered on the strata roll as an Owner of a Lot in accordance with s 98 of the Act;

"**Owners Corporation**" the owners corporation for the Strata Scheme;

"**Parcel**" the land comprised in the Strata Plan;

"**Permitted Person**" a person on the Parcel with the express or implied consent of the Owners Corporation or an Owner or Occupier;

"**Residential Development**" the use of land for any form of housing, other than housing leased on a short-term basis subject to the Residential Tenancies Act 1987, but does not include the use of land for a hotel, a hostel, an apartment hotel (being a building consisting of suites of rooms rented or hired out without being leased on a short-term basis), a boutique hotel, serviced apartments, backpacker accommodation, a motel or the like as defined in Sydney Regional Environmental Plan No. 26 - City West.

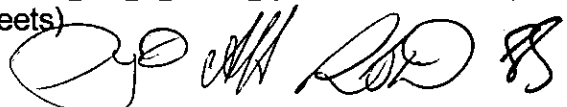
"**Residential Lot**" a Lot approved for Residential Development;

"**Security Key**" the meaning given to that term in the Community Management Statement;

"**Strata Plan**" the strata plan registered with these by-laws;

"**Strata Scheme**" the strata scheme constituted on registration of the Strata Plan;

"**Vehicle**" the meaning given to that term in the Community Management Statement; and



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"Visitor Car Parking" those areas of Common Property designated from time to time by the Owners Corporation as car spaces for parking of Vehicles by visitors to the Strata Scheme.

Interpretation

- 1.2 A word appearing and not defined in these by-laws but defined in the Act has the meaning under the Act.
- 1.3 In these by-laws unless the contrary intention appears a reference to:
 - (a) the singular includes the plural and vice versa;
 - (b) any gender includes all other genders;
 - (c) a person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa; and
 - (d) this instrument includes any variation or replacement of it.
- 1.4 If the whole or any part of a provision of these by-laws is invalid or unenforceable, the validity or enforceability of the remaining by-laws is not affected.
- 1.5 Headings are inserted for convenience of reference only and must be ignored in the interpretation of these by-laws.
- 1.6 The word "includes" in any form is not a word of limitation.

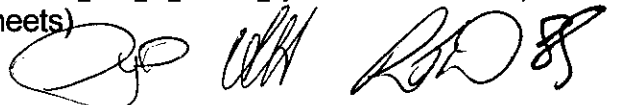
2. Common Property

Damage to Lawns and Plants

- 2.1 Except with the prior written approval of the Owners Corporation, an Owner or Occupier must not:
 - (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property; or
 - (b) use for his or her own purposes as a garden any portion of the Common Property.

Damage to Buildings

- 2.2 Except with the prior written approval of the Owners Corporation, an Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property.
- 2.3 An approval given by the Owners Corporation under this by-law cannot authorise any additions to the Common Property.



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Depositing Rubbish and Other Material

- 2.4 Except with the prior written approval of the Owners Corporation an Owner or Occupier must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item.

Storage of Bicycles

- 2.5 An Owner or Occupier must not:
- (a) permit any bicycle to be stored in the Common Property except in designated areas; and
 - (b) permit any bicycle to be brought into any part of the Common Property including the foyer, stairwells, hallways, garden areas, walkways, balcony or other parts of the Common Property as may be designated by the Owners Corporation from time to time.

3. Cleaning

Windows and Doors

- 3.1 An Owner or Occupier must keep clean all exterior surface 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 safely or at all.

Balconies and Gardens

- 3.2 An Owner or Occupier must keep all internal gardens and balconies clean, tidy and well maintained.
- 3.3 If there are planter boxes on or within a balcony of a Lot, an Owner or Occupier must:
- (a) properly maintain the soil in the planter boxes; and
 - (b) when watering the plants or soil make sure that water does not go on to Common Property or another Lot.

4. Moving Furniture and Other Objects On or Through Buildings

Notice

- 4.1 An Owner or Occupier must not transport any furniture or large object through or on Common Property unless sufficient notice has first been given to the



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Owners Corporation so as to enable the Owners Corporation to arrange for its nominee to be present at the time when the Owner or Occupier does so.

Owners Corporation may resolve

- 4.2 An Owners Corporation may resolve that furniture or large objects are to be transported through or on the Common Property (whether in the Building or not) in a specified manner.

Resolution

- 4.3 If the Owners Corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an Owner or Occupier must not transport any furniture or large object through or on Common Property except in accordance with that resolution.

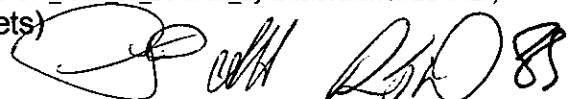
5. Floor Coverings

Noise

- 5.1 An Owner 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.
- 5.2 Without limiting the requirements of this by-law, if an Owner is utilising a floor finish within an Owner's Lot other than carpet the minimum sound transmission standard to be achieved for any such floor finish must be the standard prescribed, at the time of installation, by the Building Code of Australia or Council of the City of Sydney, whichever is the higher standard.
- 5.3 An Owner must provide the Owners Corporation with an acoustic report signed by an acoustic engineer or other appropriately qualified person following installation of a floor finish other than carpet to demonstrate compliance with this by-law, if requested to do so by the Owners Corporation.
- 5.4 This by-law does not apply to floor space comprising a laundry, lavatory or bathroom which is located above a laundry, lavatory or bathroom.

6. Garbage Disposal

- 6.1 This by-law is subject to the provisions of the Community Management Statement.
- 6.2 The Strata Scheme has shared receptacles for garbage, recyclable material or waste and an Owner or Occupier:
- (a) must ensure that before refuse, recyclable material or waste are placed in the receptacles 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



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recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and

- (b) must promptly remove any thing which the Owner or Occupier 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 thing was spilled.

7. Change in Use of Lot to be Notified

- 7.1 An Occupier must notify the Owners Corporation if the Occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot).
- 7.2 If the change of use results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation that increase in premium within 7 days of notification in writing by the Owners Corporation.

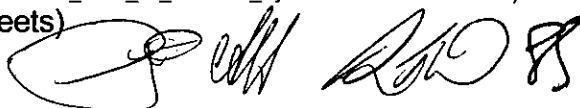
8. Provision of Amenities or Services

- 8.1 The Owners Corporation may by resolution determine to enter into arrangements for the provision of amenities or services to one or more of the Lots, or to the Owners or Occupiers including:
 - (a) window cleaning;
 - (b) garbage disposal and recycling services;
 - (c) electricity, water or gas supply;
 - (d) telecommunication services; and
 - (e) security services.
- 8.2 If the Owners Corporation makes a resolution referred to in this by-law to provide an amenity or service to a Lot or to an Owner or Occupier, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

9. Community Management Statement

Effect on the Strata Scheme

- 9.1 The Community Management Statement contains by-laws which affect the Strata Scheme including:
 - (a) rights and obligations of Owners and Occupiers;



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- (b) rights and obligations of the Community Association and the Owners Corporation;
- (c) the keeping of animals;
- (d) behaviour on Community Property and Common Property;
- (e) garbage collection;
- (f) carrying out building works; and
- (g) security.

Comply

9.2 An Owner or Occupier must comply with the Community Management Statement.

Breach

9.3 A breach of the by-laws contained in the Community Management Statement amounts to a breach of these by-laws.

9.4 Nothing in these by-laws allows an Owner or Occupier to do something which is prohibited or regulated by the Community Management Statement.

10. Architectural Standards and Landscape Standards


Who may prescribe

10.1 Under the Community Management Statement:

- (a) the Community Association may prescribe Architectural Standards and Landscape Standards in relation to the Community Scheme; and
- (b) the Owners Corporation may prescribe Architectural Standards and Landscape Standards in relation to the Strata Scheme.

Bound

10.2 An Owner or Occupier must comply with any Architectural Standards and Landscape Standards in force.



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11. Building Works

Notice to Owners Corporation

- 11.1 An Owner must not alter the structure of a Lot without giving to the Owners Corporation at least 14 days written notice.
- 11.2 The notice under clause 11.1 must describe the proposed alterations in sufficient detail for the Owners Corporation to ascertain:
- (a) the estimated time period for the carrying out of the proposed alterations;
 - (b) the nature and extent of the proposed alterations;
 - (c) whether any Common Property will be affected; and
 - (d) whether the consent of the Community Association is required in accordance with the provisions of the Community Management Statement.

12. Caretaking Agreement

Appointment of a Manager

- 12.1 The Owners Corporation may determine to enter into an agreement with:
- (a) Jacksons Landing Estate Management Pty Limited; or
 - (b) a third party;
- to provide caretaking services to the Owners Corporation.

Manager's Duties

- 12.2 The duties of any Manager appointed by the Owners Corporation may include:
- (a) the maintenance and replacement of the Common Property that the Community Association is not responsible for;
 - (b) the control and supervision of the Common Property that the Community Association is not responsible for;
 - (c) the provision of services to the Owners Corporation or the Owners and Occupiers of Lots; and
 - (d) anything else that the Manager indicates is necessary for the Common Property that the Community Association is not responsible for.



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Exclusive Possession

12.3 In connection with the performance of the Manager's duties and in order to create a caretaker agreement under Part 4A of the Act, the Owners Corporation must grant any Manager appointed by it exclusive possession(whether or not jointly with another person or other persons) of part of the Common Property.

Term

12.4 The initial term of the agreement referred to in by-law 12.1(a) may be for a period of ten years from the date of the first annual general meeting of the Owners Corporation.

Further Agreement

12.5 The Owners Corporation may, at any time after the expiration of the initial agreement referred to in by-laws 12.1(a) and 12.4, determine to enter into further agreements with Jacksons Landing Estate Management Pty Limited to provide services to the Owners Corporation on substantially the same terms as are set out in by-law 12, which agreement may be for a period of up to 5 years with 1 option of up to 5 years.

Remuneration

12.6 If the Owners Corporation determines to enter into a further agreement with Jacksons Landing Estate Management Pty Limited the Manager's remuneration, will be an amount equivalent to 15% of the amount representing the actual cost of carrying out the duties set out in the agreement.

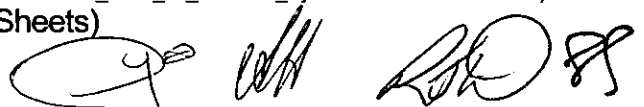
12.7 Any remuneration payable to the Manager is exclusive of the cost to the manager of carrying out or procuring the carrying out of the services set out in the agreement.

12.8 Any costs incurred by the Manager in carrying out or procuring the carrying out of the services set out in the agreement are payable by the Owners Corporation.

13. Developer's Rights

Restricted Use Rights

13.1 To enable the Developer to carry out Development Activities on the Community Parcel, the Owners Corporation grants the Developer restricted use rights in accordance with clause 54 of the Community Land Management Act 1989 over the Common Property on the terms of this by-law.



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End of Restricted Use Rights

- 13.2 Restricted use of the Common Property ceases when the Developer serves a notice on the Owners Corporation informing the Owners Corporation that the Development Activities requiring the use of Common Property have been completed.
- 13.3 Despite by-law 13.2, restricted use of the Common Property ceases when the Developer is no longer the registered proprietor of any community development lot.

Developer's Obligations

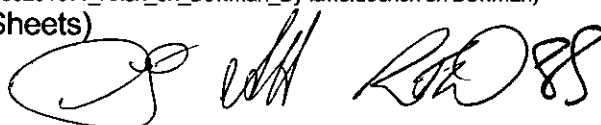
- 13.4 The Developer must:
- (a) repair any damage to the Common Property as soon as practicable after the damage occurs; and
 - (b) keep interference with the use of the Common Property by the Owners and Occupiers to a minimum so far as is consistent with the Development Activities.

Levies

- 13.5 There are no matters relating to the determination, imposition and collection of levies arising with respect to the rights under this by-law 13.

14. Security Keys

- 14.1 The Owners Corporation may restrict access to the Building or parts of the Building by means of Security Keys.
- 14.2 The Owners Corporation must make Security Keys available to:
- (a) Owners; and
 - (b) persons authorised by the Owners Corporation.
- 14.3 The Security Keys provided to persons under clause 14.2(c) need only provide access to the parts of the Building which those persons are entitled to access.
- 14.4 The Owners Corporation may charge a reasonable fee for a Security Key required by an Owner of a Lot.
- 14.5 An Owner of a Lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier of a Lot and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Owner or the Owners Corporation.



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14.6 A person to whom a Security Key is made available must:

- (a) not duplicate or copy the Security Key;
- (b) immediately notify the Owners Corporation if the Security Key is lost, stolen or misplaced;
- (c) when requested by the Owners Corporation, immediately return the Security Key to the Owners Corporation; and
- (d) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

15. Car Spaces

Use

15.1 An Owner or Occupier of a Lot must not use that part of a Lot designated for use as a car space for any other purpose without the prior written consent of the Owners Corporation.

Alterations or Fixtures

15.2 An Owner or Occupier must not attach any fixture including a door or cage or other like to a car space without the prior written consent of the Owners Corporation.

15.3 If an Owner or Occupier applies to the Owners Corporation for consent under by-law 15.2, that Owner or Occupier must satisfy the Owners Corporation that the erection of a fixture to a car space will not inhibit use of a car space by an adjoining Owner or Occupier.

16. Car Wash Bay

The following terms and conditions apply to the use of the Car Wash Bays:

- (a) the Car Wash Bays may only be used between the hours of 9.00 am and 5.00 pm or other hours as nominated from time to time by the Owners Corporation;
- (b) the Car Wash Bays may only be used for the purpose of washing cars and boats; and
- (c) any other rules made by the Owners Corporation in relation to the use of the Car Wash Bays.

17. Visitor Car Parking

17.1 An Owner or Occupier of a Lot must not park a Vehicle in Visitor Car Parking.



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17.2 A Permitted Person may park a Vehicle in Visitor Car Parking for a consecutive period of up to 8 hours.

18. Residential use

18.1 Conditions in the Development Consent require:

- (a) that the development must be for Residential Development;
- (b) all Residential Lots must be either owner-occupied or occupied by a tenant under a residential lease under the Residential Tenancies Act, 1987; and
- (c) a certificate signed by the Owners Corporation certifying that all Residential Lots are either Owner occupied or are subject to residential leases under the Residential Tenancies Act, 1987 must be forwarded to Council within 12 months of the completion of the Building and every 12 months thereafter.

18.2 The Owners Corporation must provide the certification required by Council as specified in by-law 18.1(c).

18.3 An Owner or Occupier of a Residential Lot must, on written request by the Owners Corporation, provide the Owners Corporation with written notice, in the form reasonably required by Council and by the Owners Corporation, confirming compliance with the conditions of the Development Consent as they are set out in 18.1 above.

19. Air Conditioning Apparatus

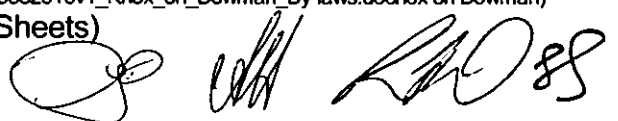
19.1 Owners and Occupiers have exclusive use and enjoyment of the Air Conditioning Plant servicing that Owner or Occupier's Lot.

19.2 Owners are responsible for the repair and maintenance of the Air Conditioning Plant servicing an Owner's Lot.

19.3 Owners have the special privilege of replacing any components of the Air Conditioning Plant as and when required.

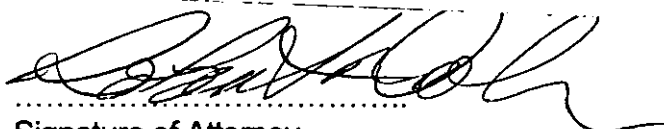
19.4 Damage to Common Property adjacent to Airconditioning Plant caused directly or indirectly by an Owner or Occupier must be made good by and at the cost of that Owner in a proper and workmanlike manner and to the satisfaction of the Owners Corporation.

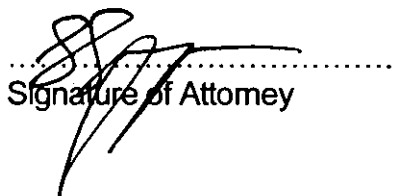
19.5 An Owner indemnifies the Owners Corporation from and against claims, demands and liabilities of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise by the Owner or Occupier of a Lot of the rights conferred by this by law.



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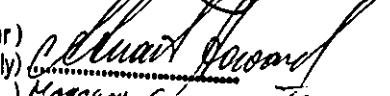
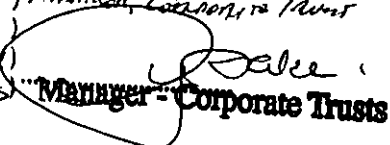
Executed by Jacksons Landing
Development Pty Limited by its
Attorneys under a Power of Attorney
dated 5 September 2002
registered Book No. 4363 No. 168
in the presence of:


Signature of Attorney


Signature of Attorney


Signature of Witness

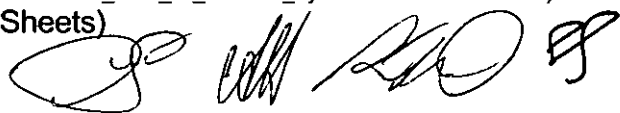
Warwick Bowyer
Full Name of Witness

EXECUTED by Australian Executor
Trustees (NSW) Limited by its duty
constituted Attorney
Stuart Howard
and **Yvonne Drake**
under Power of Attorney No 608
Book: 4449
dated: 31.1.05.


Manager - Corporate Trusts

WITNESS: 

NAME OF WITNESS: RAJNEIL KARAN

ADDRESS: 20 ALFRED ST, MILSON PT NSW 2061



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