

25 July, 2001  
BROWN ST

"ANNEXURE A"

SP65907

THE PROPRIETORS - STRATA PLAN NO.

The following are the by-laws that the vendor intends to register pursuant to S.41(2) of the Strata Schemes Management Act 1996 with the Registrar-General upon registration of the Strata Plan:

**BY-LAW 1**

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

**BY-LAW 2**

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or in a visitor carparking space except with the written approval of the Owners Corporation.

**BY-LAW 3**

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

**BY-LAW 4**

An owner or occupier of a lot 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.

**BY-LAW 5**

- (1) An owner or occupier of a lot 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 without the approval in writing of the Owners Corporation.
- (2) An approval given by the Owners Corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) any locking or other safety device for protection of the owner's lot against intruders, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner in accordance with all building and fire regulations and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot.

**BY-LAW 6**

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

**BY-LAW 7**

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

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**BY-LAW 8**

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

**BY-LAW 9**

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

**BY-LAW 10**

An owner or occupier of a lot must not, except with the consent in writing of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building.

**BY-LAW 11**

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

**BY-LAW 12**

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

**BY-LAW 13**

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

**BY-LAW 14**

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory, bathroom or any other area that is either parqueted or tiled at the time of the registration of the strata plan.

**BY-LAW 15**

An owner or occupier of a lot:

- (a) must maintain within the lot, or on such part of the common property as may be authorised by the Owners Corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the Owners Corporation and at a time at which garbage is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a),
- (e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

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**BY-LAW 16**

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16.1 An owner or occupier of a lot must not raise, breed or keep dogs, cats, birds, animals, livestock or poultry (collectively "Animals") on its lot without the prior written consent of the Owners Corporation which consent may be withdrawn in circumstances where the Owners Corporation reasonably considers the keeping of any such Animal may interfere with the quiet enjoyment of another lot by its owner or occupier.

16.2 A lot owner who, when first taking possession of its lot, has an animal which is a pet, may, with the prior written approval of Meriton or the Owners Corporation, keep that Animal on its lot but on its death is not entitled to replace that animal unless consent has been obtained from the Owners Corporation in accordance with By-Law 16.1.

16.3 Each lot owner and occupier is absolutely liable to each other lot owner and occupier and their respective guests and invitees, for any unreasonable nuisance, noise or injury to any person or damage to property caused by any Animal brought or kept upon the parcel by the lot owner or occupier or by its invitees.

16.4 Each lot owner and occupier is absolutely responsible to clean up after any Animal brought or kept upon the parcel by them or their invitees.

**BY-LAW 17**

The owner or occupier of a lot must not, without the written consent of the Owners Corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building. This includes the illumination of a lot to a noticeably higher level than that which exists in the rest of the building.

**BY-LAW 18**

The Owners Corporation must cause a notice-board to be affixed to some part of the common property.

**BY-LAW 19**

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

**BY-LAW 20**

- (1) The proprietor and the occupier of a lot shall maintain the lot in a clean and tidy condition and free of vermin and, without limiting the generality of this by-law, shall clean the filters of any rangehood installed in the lot of grease at least every three months.
- (2) For the purpose of inspecting the lot, the Owners Corporation may by its agents, servants or contractors enter the lot at any reasonable time on notice given to any occupier of the lot.

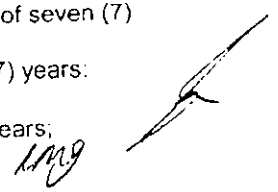
**BY-LAW 21**

The proprietor or occupier of a lot shall not convey nor allow the conveyance in the lift of any push bike or surfboard or other object likely to damage or dirty the interior of the lift.

**BY-LAW 22**

The Owners Corporation in addition to the powers and authorities conferred on it by or under the Strata Titles Act, 1973, the Strata Schemes Management Act 1996 as amended and these by-laws, shall have the power and duty to;

- (a) paint the outside of the Building on at least one occasion in every period of seven (7) years;
- (b) replace the carpet in the common property of the Building every seven (7) years;
- (c) repaint the inside of the Building every five (5) years;
- (d) replace all fittings in the common property of the building every five (5) years;



- (e) overhaul and repair all gymnasium equipment every two (2) years;
- (f) replace the enclosure of the lifts every eight (8) Years;
- (g) replace the carpet in the lifts every three (3) years and;
- (h) repaint and refurbish the pool and pool areas every four (4) years.
- (i) reseal the concrete driveways every three (3) years
- (j) clean all windows and window frames every six (6) months

**BY-LAW 23**

- (1) In this by-law "the pool" refers to the pool, the spa, the sauna and the pool area, within the parcel.
- (2) The proprietor or occupier of a lot shall not use nor allow the use of the pool between 10pm and 6am.
- (3) The proprietor or occupier of a lot shall not allow the use of the pool by his invitees except when accompanied by the proprietor or occupier.
- (4) An owner or occupier of a lot must ensure that an adult exercising effective control accompanies any children who are in their care when the children are in the pool.
- (5) The Owners Corporation may make rules regarding the pool.
- (6) The proprietor or occupier of a lot shall not do any of the following, nor allow them to be done, in the pool:-

- (a) smoking, eating or drinking;
- (b) consuming alcohol;
- (c) using bottles or glass;
- (d) running, jumping or diving
- (e) using balls, boogie boards or large inflated objects.
- (f) using soap, bubble bath or shampoo;
- (g) be inadequately clothed;
- (h) nude bathing

**BY-LAW 24**

- (1) The proprietor of a lot shall maintain any air-conditioning facilities or equipment that are within the lot and do not form part of the common property, in a state of good and serviceable repair, and for this purpose shall renew or replace them whenever necessary.
- (2) Without limiting the generality of this by-law, the proprietor shall have any such facilities or equipment regularly serviced by a duly qualified contractor, and the filters of any such facilities or equipment cleaned every six (6) months.

**BY-LAW 25**

Any registered proprietor of a lot who is not an occupier of a lot shall not be entitled to use any of the facilities of the Owners Corporation.

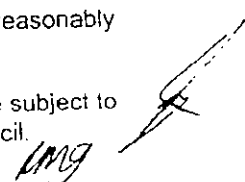
**BY-LAW 26**

- (1) The registered proprietor or occupier of a commercial premises in the development shall be entitled to place one (1) only sign advertising the availability of the commercial premises for lease or sale.
- (2) All commercial signage in the development must be of identical size and dimensions.
- (3) The Owners Corporation shall have the right to remove any signage that does not comply with this by-law.

**BY-LAW 27**

- (1) The Owners Corporation must grant consent to the use of any of the retail or commercial premises in the Strata Plan provided that the proposed use is lawful and all relevant statutory approvals have been obtained.
- (2) The Owners Corporation must sign and execute all documents that are reasonably required by a proprietor to give full effect to this by-law.
- (3) The residential units on levels 2, 3 and 4 may be adapted to a commercial use subject to the registered proprietors of each unit obtaining consent from Willoughby Council.

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**BY-LAW 28**

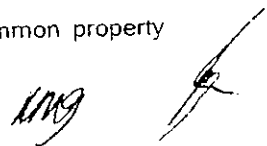
- (1) In addition to its powers under the Act, the Owners Corporation has the power to appoint and enter into an Agreement with a caretaker to provide management, leasing, security, cleaning and operational services for the strata scheme.
- (2) The caretaker's duties may include:
- (a) caretaking, supervising and servicing the common property to a standard consistent with use of lots in the scheme as high class residential apartments;
  - (b) supervising the cleaning, repair, maintenance, renewal or replacement of common property and any personal property vested in the Owners Corporation;
  - (c) providing services to the Owners Corporation, owners and occupiers including, without limitation, the services of a handy person, room cleaning and servicing, food and non-alcoholic drink service;
  - (d) providing a letting, property management and sales service;
  - (e) supervising Owners Corporation employees and contractors;
  - (f) providing security services to the Owners Corporation;
  - (g) providing cleaning, pool cleaning and gardening services to the Owners Corporation;
  - (h) supervising the strata scheme generally; and
  - (i) anything else that the Owners Corporation agrees is necessary for the operation and management of the strata scheme.
- (3) The caretaker must comply with instructions from the Owners Corporation about performing its duties.
- (4) The Owners Corporation must not, without the written consent of the caretaker, enter into more than one Agreement under this by-law at any one time or revoke this by-law without the written consent of the caretaker.
- (5) Any agreement entered into by the Owners Corporation pursuant to paragraph 1 of this by-law will provide for the payment by the Owners Corporation to the caretaker of remuneration, fees or other consideration for providing the services and undertaking the duties in Schedule 2 of the Agreement.
- (6) The caretaker may, at the caretaker's expense erect or procure the erection of all reasonable signs in or about the common property for the purpose of promoting the letting, property management and sales service of the caretaker, subject to the consent of the Owners Corporation, which will not be unreasonably withheld.
- (7) The Owners Corporation has the power to enter into any Agreement with a financier of the Caretaker so that the financier's rights pursuant to any security arrangement between the Caretaker and the financier can be enforced.

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**BY-LAW 29**

The owner or occupier of a lot must not:

- (a) interfere with or obstruct the caretaker from performing the caretaker's duties under the agreement referred to in by-law 28(1); or
- (b) interfere with or obstruct the caretaker from using any part of the common property designated by the Owners Corporation for use by the caretaker.



**BY-LAW 30**

The owner or occupier of every lot in except lots 9 and 254 must not on any lot or the common property, except with the written consent of the owner of lots 9 and 254, conduct or participate in the conduct of:

- a) the business of a letting agent; or
- b) the business of a pooled rent agency; or
- c) the business of on site Caretaker; or
- d) any other business activity that is either:
  - i) an activity identical or substantially identical with any of the services relating to the management, control and administration of the parcel referred to in by-law 28 and/or any agreement; and/or
  - ii) an activity identical or substantially identical with any of the services provided to owners and occupiers of lots referred to in by-law 28 and/or any agreement and/or
  - iii) an activity identical or substantially identical with any of the services relating to the letting of Lots referred to in by-law 28 and/or any agreement.

**BY-LAW 31**

On the following conditions, Meriton Apartments Pty Limited ("Meriton") shall have the following rights in respect of the common property storeroom as indicated on the strata plan (the "Exclusive Use Area") for a period of three (3) years from the date of registration of the strata plan:

1. A right of exclusive use and enjoyment of the Exclusive Use Area; and
2. The right to store materials necessary for maintenance works to the common property and units within the building.

Conditions:

1. Meriton must maintain the Exclusive Use Area in a clean, tidy and well ordered condition.
2. At the expiration of three (3) years from the date of registration of the Strata Plan, this right of Exclusive Use will lapse and the storeroom in question will revert to common property.

**BY-LAW 32**

- 32.1 If the Owners Corporation restricts access to parts of the common property, the Owners Corporation may give an owner or occupier of a lot an "access key". The Owners Corporation may charge an owner of a lot a (\$50) bond for extra or replacement "access keys". This bond is refunded to the owner on return of the "access key".
- 32.2 An owner or occupier of a lot must:
- 32.2.1 take all reasonable steps not to lose "access keys"
  - 32.2.2 return all "access keys" to the Owners Corporation if they are not needed or if any occupier of a lot vacates the building.
  - 32.2.3 notify the strata manager immediately if an "access key" is lost
- 32.3 An owner of a lot that leases or licenses their lot must notify the Owners Corporation in writing of the name or names of the occupiers of the lot to whom an "access key" has been issued and must include a requirement in the lease or licence that the occupier of the lot must return the "access keys" to the Owners Corporation when they move out of the building.
- 32.4 An owner or occupier of a lot must not:
- 32.4.1 copy an "access key"

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32.4.2 give "access keys"

32.5 "Access keys" belong to the Owners Corporation.

**BY-LAW 33**

33.1 An owner or occupier may keep planter boxes, pot plants, occasional furniture and outdoor recreational equipment on the balcony or terrace of their lot only if it:

(a) Will not cause damage; or is not likely to cause damage, or is not dangerous or a nuisance or a hazard.

33.2 The owners corporation may require an owner or occupier, at its expense, to remove items from the balcony or terrace if the appearance of the lot is not keeping with the rest of the building.

33.3 If there are planter boxes on or within a terrace or balcony of a lot, the owner or occupier must:

(a) properly maintain the soil and plants in the planter boxes; and

(b) when watering the plants or planter box, make sure that no water enters common property or another lot.

**BY-LAW 34**

A registered owner or an occupier of a lot must not do or permit anything which may prejudice the security or safety of the building and, in particular must ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use.

**BY-LAW 35**

An owner, occupier or an invitee of an owner or occupier must not under any circumstances, wash or perform any mechanical duties to their motor vehicle on common property.

**BY-LAW 36**

All owners and occupiers of commercial and retail lots within the strata scheme must dispose of their waste and rubbish in the commercial waste bins.

**BY-LAW 37**

Should any Government authority impose any rate, tax, charge or levy on the collection of commercial or retail waste, the owners and/or occupiers of the commercial and retail lots shall be responsible for the payment of such contributions.

**BY-LAW 38**


The owner or occupier of a lot must not, without the consent of the Owners Corporation, place any curtains, vertical blinds or adhesive tinting on any enclosed balcony within the lot.

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DIRECTOR



  
SECRETARY

REGISTERED  13.8.2001.

# *Lancelot Strata Reports Pty. Ltd.*

A.B.N. 26 067 118 987

## *Tax Invoice*

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Hornsby NSW  
PO Box 3229  
Asquith NSW 2077

8 North Street  
Mt Colah NSW 2079

Ph. 9482 9755  
Fax. 9482 9733

Strata Title Management  
Level 6,241 Commonwealth St  
Surry Hills NSW 2010

Matter : SP65907  
To :  
Property : Cnr Pacific Hwy & Brown Street, Chatswood

Date	23/10/2009
Invoice No	09/P0562
Your Ref	SP65907

Description	Amount
DEALINGS/LTO FEE - Development bylaws	\$10.00
SERVICE/ON-LINE FEES -	\$8.50 *

Denotes taxable supply \*

Total GST	\$0.85
Amount Due	\$19.35

Please quote our invoice number with your remittance.

*Thank You*