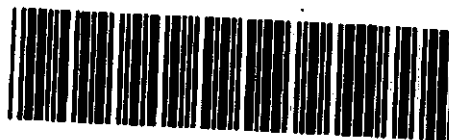


Form: 97-15CB
Licence: 1034A/404/96

CHANGE OF BY-LAW

New South Wales
Strata Schemes Management
Real Property Act 1901



9194417A

(A) TORRENS TITLE CP/SP 63174

(B) LODGED BY	LPI NSW Box 662Y	Name, Address or DX and Telephone Andreones, Lawyers DX 718 SYDNEY Tel: 8267 6100 - Fax: 8267 6101 REFERENCE: 25235	CB

(C) The Owners-Strata Plan No. 63174 certify that pursuant to a resolution passed on 10 April 2002 and in accordance with the provisions of -

- (D)
- ~~section 54 of the Community Land Management Act 1989~~
 - ~~section of the Strata Schemes (Freehold Development) Act 1973~~
 - section 52 of the Strata Schemes Management Act 1996
 - ~~order No. of the Strata Schemes Adjudicator~~
 - ~~order No. of the Strata Schemes Board~~

the by-laws are changed as follows:

(E) ~~Repealed by law No.~~
Added by-law No. SPECIAL BY-LAW NO.1
~~Amended by law No as fully set out below.~~

SPECIAL BY-LAW No.1 BY-LAW FOR ALTERATIONS AND ADDITIONS TO LOT 5

A. DEFINITIONS

i) In this by-law, the following terms are defined to mean:

(See Annexure)

(F) The common seal of the Owners-Strata Plan No.63174 was affixed on 1/12/02 in the presence of

Signature(s) *Karina Heinz*
Name(s) [use block letters] *KARINA HEINZ*

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

Checked by (LPI NSW use) *[Signature]*

ANNEXURE TO CHANGE OF BY-LAWS

"Owner" means each of the owners of lot 5.

"Building Works" means the alterations and additions undertaken by the Owner to lot 5 and so much of the adjoining common property as is necessary (including all ancillary structures) as depicted on the copies of plans and drawings by Hi-Craft Home Improvements dated 27 June 2000 incorporating materials and standards as described in the correspondence from Kneebone, Beretta and Hall Pty Ltd dated 7 November 1997 attached to the minutes of the meeting at which this by-law was made.

- ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed under that Act.

B. RIGHTS

- iii) Subject to the conditions in paragraph C of this by-law, the Owner will have:
- a) a special privilege in respect of the common property to perform the Building Works and to erect and keep the Building Works to and on the common property; and
 - b) the exclusive use of those parts of the common property occupied by the Building Works.

C. CONDITIONS

Maintenance

- iv) The Owner must properly maintain and keep the common property to which the Building Works are erected or attached in a state of good and serviceable repair.
- v) The Owner must 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.
- vi) To the extent that s 62(3) is applicable, the owners corporation determines it is inappropriate to maintain, renew, replace or repair any common property affected by the Building Works proposed under this by-law.

The common seal of the Owners-Strata Plan No.63174
was affixed on 1/12/02 in the presence of

Signature(s) Karina Heinz

Name(s) [use block letters] KARINA HEINZ
being the person(s) authorised by section 238 of the
Strata Schemes Management Act 1996 to attest the
affixing of the seal.

Documentation

- vii) Before commencing the Building Works the Owner must submit to the owners corporation the following documents relating to the Building Works:
- a) plans and drawings;
 - b) specifications;
 - c) structural diagrams; and/ or
 - d) any other document reasonably required by the owners corporation.
- viii) After completing the Building Works the Owner must deliver to the owners corporation the following documents relating to the Building Works:
- a) certification by an engineer nominated by the owners corporation as to the structural integrity of the Building Works and the building; and
 - b) any other document reasonably required by the owners corporation.

Approvals

- ix) Before commencing the Building Works the Owner must obtain approval for the performance of the Building Works from:
- a) the engineer nominated by the owners corporation;
 - b) the relevant consent authority under the Environmental Planning and Assessment Act; and
 - c) any other relevant statutory authority whose requirements apply to the Building Works.

Insurance

- x) Before commencing the Building Works the Owner must effect the following insurances in the joint names of the Owner and owners corporation:
- a) contractors all works insurance;
 - b) insurance required under the Home Building Act 1989;
 - c) workers compensation insurance; and
 - d) public liability insurance in the amount of \$10,000,000.

The common seal of the Owners-Strata Plan No.63174
was affixed on 11/12/02 in the presence of

Signature(s) Karina Heinz

Name(s) [use block letters] KARINA HEINZ
being the person(s) authorised by section 238 of the
Strata Schemes Management Act 1996 to attest the
affixing of the seal.

Performance of Works

- xi) In performing the Building Works, the Owner must:
- a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the owners corporation;
 - b) protect all areas of the scheme outside lot 5 from damage by the Building Works or the transportation of construction materials, equipment, debris;
 - c) keep all areas of the building outside lot 5 clean and tidy throughout the performance of the Building Works;
 - d) only perform the Building Works at the times approved by the owners corporation;
 - e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
 - f) remove all debris resulting from the Building Works immediately from the building; and
 - g) comply with the requirements of the owners corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Building Works.

Liability

- xii) The Owner will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Building Works to the common property and will make good that damage immediately after it has occurred.

Indemnity

- xiii) The Owner 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 Building Works on the common property including liability under section 65(6) in respect of any property of the Owner.

Cost of Works

- xiv) The Building Works must be undertaken at the cost of the Owner.

The common seal of the Owners-Strata Plan No.63174
was affixed on ...11/12/03... in the presence of

Signature(s) *Karina Heinz*.....

Name(s) [use block letters] *KARINA HEINZ*

being the person(s) authorised by section 238 of the
Strata Schemes Management Act 1996 to attest the
affixing of the seal.

Costs of By-Law

- xv) The Owner will indemnify the owners corporation for all of the costs of considering and making this by-law (including legal costs) and will pay those amounts to the owners corporation when requested or as otherwise directed by it.

Licensed Contractor

- xvi) The Building Works shall be done:
- a) in a proper and workmanlike manner and by duly licensed contractors; and
 - b) in accordance with the drawings and specifications (if any) approved by the local council and owners corporation.

Statutory Directions

- xvii) In performing the Building Works the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and shall ensure and be responsible for compliance with such directions, orders and requirements by the owners servants, agents and contractors.

Owners Fixtures

- xviii) The Building Works shall remain the Owner's fixtures.

Right to Remedy Default

- xix) If the Owner fails to comply with any obligation under this by-law, THEN the owners corporation may:
- a) carry out all work necessary to perform that obligation;
 - b) enter upon any part of the parcel to carry out that work; and
 - c) recover the costs of carrying out that work from the Owner.

The common seal of the Owners-Strata Plan No.
was affixed on 1/12/02 in the presence of

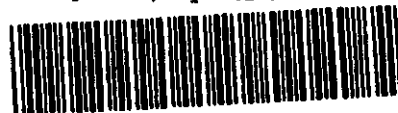
Signature(s) Karina Heinz

Name(s) [use block letters] KARINA HEINZ

being the person(s) authorised by section 238 of the
Strata Schemes Management Act 1996 to attest the
affixing of the seal.

Form: 15CB
Licence: 01-05-086
Licensee: LEAP Legal Software Pty Limited
Firm name: Adams & Partners Lawyers

CHANGE OF BY-LAW



AF822849W

New South Wales
Strata Schemes Management Act 1
Real Property Act 1900

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

(A) **TORRENS TITLE** For the common property
CP / SP 63174

(B) LODGED BY	Delivery Box	Name, Address or DX and Telephone	CODE
	256L	CITY AGENTS DX 1293 SYDNEY 02 9232 2077 Reference (optional): TRB/81	CB

- (C) The Owners-Strata Plan No 63174 certify that pursuant to a resolution passed on 28TH SEPTEMBER 2010 and in accordance with the provisions of
- (D) section 47 of the Strata Schemes Management Act 1996 the by-laws are changed as follows—
- (E) Repealed by-law No
Added by-law No 22 and 23
Amended by-law No
as fully set out below.
See Annexure 'A' and 'B'

All in

- (F) The common seal of the Owners-Strata Plan No 63174 was affixed on 6TH OCTOBER 2010 in the presence of—

Signature(s): *[Handwritten Signature]*
Name(s): LARAINÉ RUSSELL



being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

- (G) **COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996**
I certify that _____ has approved the change of by-laws set out herein.
Signature of authorised officer:

Name and position of authorised officer:

S

ANNEXURE "A"

SOLAR PANELS

1. THAT by special resolution pursuant to s 52 of the *Strata Schemes Management Act 1996* (NSW) ("the Act") the following addition be made to the bylaws applying to the strata scheme and that notification of this change to the bylaws be lodged for registration in accordance with s 48 at the Registrar-General's office:

"Special bylaw No 1 — Solar Panels"

(a) *Definitions*

- (i) In this bylaw, unless the context indicates otherwise, the following terms and expressions are defined to mean:
- (A) 'Act' means the *Strata Schemes Management Act 1996* (NSW);
 - (B) 'Lot' means lot 5 as established on the registration of Strata Plan 63174;
 - (C) 'Solar Panels' means solar electricity and or hot water panels, plumbing and or electrical works for the proper installation and working of same and any hot water system used in conjunction with the solar panels by the Owner of the Lot;
 - (D) 'Owner' means the owner for the time being of the Lot;
 - (E) 'Works' means the installation, repair, maintenance or replacement of the Solar Panels;
- (ii) Where any words used in this bylaw are defined in the Act they will, unless the context indicates otherwise, have the same meanings as those words have in the Act;



L. Russell
L. Russell

(b) Rights

The Owner is conferred with:

- (i) the exclusive use and enjoyment of the Solar Panels attached to the Owner's Lot; and
- (ii) the special privilege in respect of the common property to retain the Works on the Solar Panels.

SUBJECT TO the due observance and performance by the Owner with the following conditions and obligations:-

(i) Fee

The rights conferred by this bylaw are free of any occupation fee, licence fee, rent or payment;

(ii) Indemnity and insurance

The Owner shall indemnify the owners corporation against the following:

- (A) any sum payable by the owners corporation by way of increased premiums for effecting and maintaining building damage insurance and/or public liability insurance, where such increase in premiums is the direct or indirect result of the use of the Solar Panels or of the Works;
- (B) any legal liability, loss, claim 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 or in the course of or by reason of the execution of the Works;
- (C) any liability for damage to the Works caused by the owners corporation in undertaking any work referred to in s 65 of the *Strata Schemes Management Act 1996* ('the Act') or in exercising the power of entry for purposes of or related to such works;

(iii) Maintain common property

- (A) The Owner shall maintain and repair the Solar Panels;
- (B) The Owner shall keep the Solar Panels in a good, clean and serviceable repair and condition;

(iv) *Owners fixtures*

- (A) The Works shall be and remain an Owner's fixture;
- (B) The Owner shall maintain the Works in a state of good and serviceable repair and for this purpose, renew and replace them whenever the owners corporation may reasonably require;

(v) *Statutory bylaws*

The Owner must comply with statutory bylaw 17 regarding appearance at all times;

(vi) *Legislation*

Nothing in this bylaw shall be construed so as to release any Owner or occupier of any of the lots from the obligation to comply with the Act, Regulations or the bylaws applicable to the strata scheme;

(vii) *Entry*

Notwithstanding anything herein contained, the owners corporation, its agents and servants may at all times enter upon the Lot for the purpose of inspecting, maintaining and repairing the Solar Panels or for the purpose of ensuring that the bylaws of the strata scheme are observed;

(viii) *Bylaw default*

Without prejudice to the other rights of the owners corporation, where the Owner fails or neglects to carry out any condition referred to herein then the owners corporation or its agents, servants or contractors may carry out such condition and may enter upon any part of the parcel for that purpose at any reasonable time on notice given to any occupier or Owner of any part of the parcel and may recover the costs of fulfilling such condition as a debt from the Owner.

ANNEXURE "B"

RAINWATER TANK

1. THAT by special resolution pursuant to s 52 of the *Strata Schemes Management Act 1996* (NSW) ("the Act") the following addition be made to the bylaws applying to the strata scheme and that notification of this change to the bylaws be lodged for registration in accordance with s 48 at the Registrar-General's office:

"Special bylaw No 1 — Rainwater Tank"

(a) *Definitions*

- (i) In this bylaw, unless the context indicates otherwise, the following terms and expressions are defined to mean:
- (A) 'Act' means the *Strata Schemes Management Act 1996* (NSW);
 - (B) 'Lot' means lot 5 as established on the registration of Strata Plan 63174;
 - (C) 'Owner' means the owner for the time being of the Lot'
 - (D) 'Rainwater Tank' means a rainwater tank, plumbing or electrical works for the proper installation and working of same by the Owner of the Lot;
 - (E) 'Works' means the installation, repair, maintenance or replacement of the Rainwater Tank including but not limited to the Rainwater Tank itself, associated plumbing and connections including those to the Lot's toilets and washing machine;
- (ii) Where any words used in this bylaw are defined in the Act they will, unless the context indicates otherwise, have the same meanings as those words have in the Act;

(b) **Rights**

The Owner is conferred with:

- (i) the exclusive use and enjoyment of the Rainwater Tank attached to the Owner's Lot; and
- (ii) the special privilege in respect of the common property to retain the Works on the Rainwater Tank.

SUBJECT TO the due observance and performance by the Owner with the following conditions and obligations:-

(i) **Fee**

The rights conferred by this bylaw are free of any occupation fee, licence fee, rent or payment;

(ii) **Indemnity and insurance**

The Owner shall indemnify the owners corporation against the following:

- (A) any sum payable by the owners corporation by way of increased premiums for effecting and maintaining building damage insurance and/or public liability insurance, where such increase in premiums is the direct or indirect result of the use of the Rainwater Tank or of the Works;
 - (B) any legal liability, loss, claim 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 or in the course of or by reason of the execution of the Works;
 - (C) any liability for damage to the Works caused by the owners corporation in undertaking any work referred to in s 65 of the *Strata Schemes Management Act 1996* ('the Act') or in exercising the power of entry for purposes of or related to such works;
- (iii) **Maintain common property**
- (A) The Owner shall maintain and repair the Rainwater Tank;
 - (B) The Owner shall keep the Rainwater Tank in a good, clean and serviceable repair and condition;

(iv) *Owners fixtures*

- (A) The Works shall be and remain an Owner's fixture;
- (B) The Owner shall maintain the Works in a state of good and serviceable repair and for this purpose, renew and replace them whenever the owners corporation may reasonably require;

(v) *Statutory bylaws*

The Owner must comply with statutory bylaw 17 regarding appearance at all times;

(vi) *Legislation*

Nothing in this bylaw shall be construed so as to release any Owner or occupier of any of the lots from the obligation to comply with the Act, Regulations or the bylaws applicable to the strata scheme;

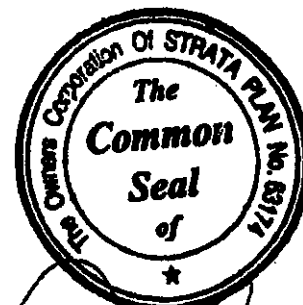
(vii) *Entry*

Notwithstanding anything herein contained, the owners corporation, its agents and servants may at all times enter upon the Lot for the purpose of inspecting, maintaining and repairing the Rainwater Tank or for the purpose of ensuring that the bylaws of the strata scheme are observed;

(viii) *Bylaw default*

Without prejudice to the other rights of the owners corporation, where the Owner fails or neglects to carry out any condition referred to herein then the owners corporation or its agents, servants or contractors may carry out such condition and may enter upon any part of the parcel for that purpose at any reasonable time on notice given to any occupier or Owner of any part of the parcel and may recover the costs of fulfilling such condition as a debt from the Owner.

7 of 7



L. Russell