Req:R852989 /Doc:DL AS622685 /Rev:14-Nov-2022 /NSW LRS /Prt:16-Mar-2026 10:39 /Seq:22 of 64
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9.6 Blockages

(a) If an Owner or Occupier does not comply with by-law 9.5, and as a result the Garbage Chute System is blocked the Owner or Occupier must contact the Building Manager or, if there is no Building Manager, the Strata Manager to arrange the blockage to be cleared (at the cost of the Owner or Occupier).

(b) If an Owner or Occupier does not comply with by-law 9.6(a), the Owners Corporation can clear the blockage, and is entitled to recover from the Owner of that Lot all the Owners Corporation's costs of clearing the blockage. Such costs shall be a debt due and payable on demand by the Owner of that Lot to the Owners Corporation.

9.7 Cleaning up spills

(a) An Owner or Occupier must immediately clean up any spillage of trade waste, garbage or recyclable material on Common Property which is caused by that owner or occupier.

(b) If an Owner or Occupier does not comply with by-law 9.7(a), the Owners Corporation can do so and can charge the Owner or Occupier a reasonable fee for doing so.

9.8 Waste associated with Major Building Works, Minor Renovation Works and Cosmetic Works

Despite the other provisions of this by-law 9, the Owner or Occupier must arrange for the removal of all waste associated with any Major Building Works, Minor Renovation Works or Cosmetic Works and must not leave any waste associated with any Major Building Works, Minor Renovation Works or Cosmetic Works in the Common Property, including the Residential Garbage Room.

9.9 In-sink waste disposal systems

An Owner or Occupier must not install an in-sink waste disposal system in any part of its Lot.

10 Cleaning windows and doors

10.1 Cleaning of glass surfaces

(a) Except in the circumstances referred to in by-law 10.2, an Owner or Occupier of a Lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of its Lot, including so much as is Common Property, to ensure that the good appearance of the Building is maintained.

Req:R852989 /Doc:DL AS622685 /Rev:14-Nov-2022 /NSW LRS /Prt:16-Mar-2026 10:39 /Seq:23 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

(b) If an Owner or Occupier does not carry out its obligations under by-law 10.1(a), the Owners Corporation can exercise the powers granted to it under by-law 22 to ensure the good appearance of the Building is maintained.

10.2 Owners Corporation obligations

The Owners Corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the Owner or Occupier of the Lot safely or at all.

10.3 Access

The Owners and Occupiers of a Lot must give the Owners Corporation, its agents, employees and contractors access to the Lot for the purpose of carrying out work under this by-law 10. The Owners Corporation must, wherever reasonably possible give to the Occupiers of a Lot prior notice before entering the Lot (except in the case of an emergency when no notice is necessary).

11. Storage of inflammable liquids and other substances and materials

11.1 General prohibition

An Owner or Occupier must not, except with the prior approval of the Owners Corporation, use or store on the Strata Parcel any inflammable chemical, liquid, gas or other material.

11.2 Limited exceptions

Subject to by-law 16.6, this by-law 11 does not apply to:

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes or otherwise in connection with the lawful use of a Lot, that are only kept in reasonable quantities and which do not invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

Req:R852989 /Doc:DL AS622685 /Rev:14-Nov-2022 /NSW LRS /Prt:16-Mar-2026 10:39 /Seq:24 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

12. Moving Furniture and other objects on or through Common Property

12.1 Notice

(a) An Owner or Occupier (or any person on behalf of an Owner or Occupier) must not move any goods and equipment, or any item of furniture or large object through Common Property (**Removals**) unless sufficient notice (at least 2 Business Days) has first been given to the Owners Corporation or its nominated representative so as to enable it to:

(1) book the lift which is specified by the Owners Corporation for Removals;

(2) ensure the use of protective covers for surfaces forming part of Common Property are in place;

(3) give notice of any necessary security arrangements;

(4) notify any representative of the Owners Corporation (if considered necessary); and

(5) arrange for its nominee to be present at the time when the Owner or Occupier (or person on behalf of the Owner of Occupier) does so.

(b) If a Building Management Agreement is entered into and if the tasks under this by-law 12.1 are to be carried out by the Building Manager under the Building Management Agreement the Owner or the Occupier must give the notice referred to in by-law 12.1(a) to the Building Manager.

12.2 Bond

(a) If the Owners Corporation requests, an Owner or Occupier must provide a bond or payment in a reasonable amount to the Owners Corporation as security for:

(1) the reasonable costs for services which supply the Common Property (e.g. electricity);

(2) the rectification costs of any damage caused; or

(3) costs associated with clean up required,

as a result of or in connection with the Removals,

(b) The Owners Corporation may apply the bond or payment received under by-law 12.2(a) towards:

(1) reasonable costs for services which supply the Common Property (e.g. electricity);

(2) the rectification costs for any damage caused; and

(3) costs associated with the disposal of any rubbish or construction materials or cleaning required.

Req:R852989 /Doc:DL AS622685 /Rev:14-Nov-2022 /NSW LRS /Prt:16-Mar-2026 10:39 /Seq:25 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

as a result of or in connection with the Removals by the Owner or Occupier if the Owner or Occupier (as applicable) has failed to carry out such rectification within a reasonable time.

(c) If the Owners Corporation requests, an Owner or Occupier must provide a payment in a reasonable amount to the Owners Corporation for:

(1) the Building Manager or, if there is no Building Manager, the Strata Manager or other moving co-ordinator to oversee the Removal; and

(2) the installation of lift protection or other services relating to the Removal.

12.3 Permitted hours

Removals may only be carried out on Monday to Saturday between the permitted hours determined by the Owners Corporation from time to time.

12.4 Owner or occupier obligations

An Owner or Occupier of a Lot must ensure that:

(a) all Removals are to be carried out in the lift booked with the Strata Committee or the Building Manager;

(b) all areas are protected from damage when carrying out Removals and all rubbish is removed from the Strata Parcel and its surrounds;

(c) all Removals are transported in the manner reasonably directed by the Strata Committee or the Building Manager; and

(d) all deliveries whatsoever, particularly deliveries by removalist trucks or otherwise are to be made or received from those areas in the Common Property in the Building or the Strata Parcel designated for such purposes.

12.5 Damage

In the event of any damage to the Common Property resulting from a failure by the Owner or Occupier of a Lot to comply with the provisions of this by-law 12, then the Owners Corporation may repair such damage, and is entitled to recover from the Owner of that Lot all the Owners Corporation's costs of undertaking such repairs. Such costs shall be a debt due and payable on demand by the Owner of that Lot to the Owners Corporation.

12.6 Definitions

For the purposes of this by-law 12, "goods and equipment" includes construction materials, construction equipment and the like.

Req:R852989 /Doc:DL AS622685 /Rev:14-Nov-2022 /NSW LRS /Prt:16-Mar-2026 10:39 /Seq:26 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

13. Air Conditioning System

The Owner or Occupier of a Lot, where an Air Conditioning System exclusively servicing the Lot is partly in the Lot and partly in Common Property or is wholly in Common Property, has the right of exclusive use and enjoyment of and a special privilege in respect of that Air Conditioning System on the following conditions:

(a) the Owner or Occupier:

(1) indemnifies the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this by-law 13 and the use of the Air Conditioning System;

(2) must comply with all requirements of any Authority in connection with the Air Conditioning System;

(3) is responsible for:

(A) the running costs of the Air Conditioning System;

(B) the proper maintenance of, and keeping in a state of good and serviceable repair, the Air Conditioning System; and

(C) the renewal or replacement of the Air Conditioning System, if necessary; and

(b) the Owners Corporation is to continue to be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Common Property contiguous to the Air Conditioning System.

14. Floor Coverings

14.1 Noise minimisation

An Owner or Occupier must not do anything to the floor space within its Lot that may increase the transmission of noise from the floor space likely to disturb the peaceful enjoyment of another Owner or Occupier.

14.2 Floor finish

Without limiting the requirements of this by-law 14, if an Owner is using a floor finish within an Owners Lot other than carpet, the minimum sound transmission standard to be achieved for the floor finish must be the standard prescribed, at the time of installation, by the 5-star rating of the Association of Australian Acoustic Consultants as stated in the latest edition of that association's 'Guidelines for Apartment and Townhouse Acoustic Rating'.

Req:R852989 /Doc:DL AS622685 /Rev:14-Nov-2022 /NSW LRS /Prt:16-Mar-2026 10:39 /Seq:27 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

14.3 Change to flooring

(a) This by-law 14.3 does not apply where an Owner or Occupier (with the Owner's prior consent) proposes to change any flooring within a Lot to carpet or to replace existing carpet with new carpet.

(b) An Owner or Occupier (with the Owner's prior consent) proposing to change any flooring within a Lot must apply to the Owners Corporation for approval prior to undertaking any change to the flooring.

(c) An Owner or Occupier (with the Owner's prior consent) who wishes to change any flooring within a Lot must first apply to the Owners Corporation for written approval to change the flooring, which will not be unreasonably withheld, provided the application contains sufficient information to enable the Owners Corporation to satisfy itself that the requirements of this by-law 14 regarding noise transmission will be satisfied.

(d) Without limiting the generality of the information that the Owners Corporation may request in connection with an application for approval to change flooring, an Owner may be required to include with any application a report from a qualified acoustic engineer addressed to the Owners Corporation stating that:

(1) the acoustic engineer has analysed the proposed floor finish, the method of installation and the effect of sound transmission including impact noise following installation; and

(2) as a result of this analysis, the acoustic engineer is of the opinion that the proposed floor finish will not breach by-law 14.1 and will comply with by-law 14.2.

(e) Promptly after the installation of any flooring pursuant to this by-law 14.3, the Owner may be required to provide to the Owners Corporation a further report from a qualified acoustic engineer addressed to the Owners Corporation stating that:

(1) the acoustic engineer has tested the flooring as installed; and

(2) the resulting sound transmission complies with the parameters set out in by-law 14.2.

(f) Any Owner who replaces or Owner who consents to an Occupier replacing any flooring installed by the Developer or a previous Owner or Occupier takes sole responsibility for the cost of installation, repair, maintenance and replacement of the new floor covering and is solely responsible to the Owners Corporation if this by-law 14.3 is not complied with.

Req:R852989 /Doc:DL AS622685 /Rev:14-Nov-2022 /NSW LRS /Prt:16-Mar-2026 10:39 /Seq:28 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

15. Keeping of Animals

15.1 Prohibition

Subject to section 139(5) of the Strata Management Act and by-law 15.2, an Owner or Occupier of a Lot must not keep any animal on the Lot or the Common Property without obtaining the prior written consent of the Owners Corporation (not to be unreasonably withheld).

15.2 Assistance Animal

An Owner or Occupier of a Lot who keeps an assistance animal on the Lot must, if required to do so by the Owners Corporation, provide evidence to the Owners Corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* (Cth).

15.3 Exceptions

(a) Despite by-law 15.1 but subject always to by-laws 15.4, 15.5, 15.6, 15.7 an Owner or Occupier of a Lot may keep on the Lot:

(1) one dog up to 20kg in weight; or

(2) one cat; or

(3) one small caged bird; or

(4) fish kept in a secure aquarium,

without the need to obtain the prior written consent of the Owners Corporation.

15.4 Behaviour

If an Owner or Occupier of a Lot keeps any animals on the Lot as permitted under by-laws 15.1, 15.2 or 15.3, then the Owner or Occupier must, other than in relation to fish kept in a secure aquarium:

(a) notify the Owners Corporation that the animal is kept on the Lot and provide the following details:

(1) breed;

(2) age;

(3) sex and indicate if pet is neutered or not;

(4) microchip details;

(5) vaccination record; and

(6) photograph of the pet;

(b) keep the animal within the Lot, and in the case of a caged bird, not in the external area of the Lot;

Req:R852989 /Doc:DL AS622685 /Rev:14-Nov-2022 /NSW LRS /Prt:16-Mar-2026 10:39 /Seq:29 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

(c) either carry or keep the animal on a leash when it is on the Common Property;

(d) supervise the animal when it is on the Common Property;

(e) take any action that is necessary to clean all areas of the Lot or the Common Property that are soiled or damaged by the animal;

(f) ensure that the behaviour of the animal (including but not limited to noise) does not interfere with the reasonable quiet enjoyment of any other Owner or Occupier; and

(g) indemnify the Owners Corporation for any:

(1) damage to or loss of property caused by the animal;

(2) injury to any person caused by the animal; and

(3) noise which is disturbing to the extent that it is unreasonable.

15.5 Conditions

If the Owners Corporation gives its prior written consent under by-law 15.1 to the keeping of an animal, then an Owner or Occupier of a Lot seeking such approval acknowledges that the Owners Corporation may impose such conditions as to the keeping of such an animal in that Owner or Occupier's Lot and whilst on Common Property as the Owners Corporation thinks fit and the Owner or Occupier must comply with those conditions.

15.6 Prohibited breeds

Despite the provisions of by-laws 15.1, 15.2 or 15.3, on no account is an Owner or Occupier of a Lot permitted to keep in that Lot any:

(a) pit bull terrier;

(b) Japanese tosa;

(c) dog prohibited from importation into Australia by the Commonwealth Government; or

(d) unregistered dog or any dog declared as dangerous under the *Companion Animals Act 1998* (NSW) from time to time.

15.7 Withdraw consent

The Owners Corporation may withdraw its consent to the keeping of an animal under this by-law 15 at any time if the animal becomes vicious, noisy, offensive or a nuisance in the opinion of the Owners Corporation. If the Owners Corporation withdraws its consent to the keeping of an animal under this by-law 15, the Owner or Occupier must remove the animal immediately from the Building and keep the animal away from the Building and the Strata Parcel.

Req:R852989 /Doc:DL AS622685 /Rev:14-Nov-2022 /NSW LRS /Prt:16-Mar-2026 10:39 /Seq:30 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

16. Appearance of Lot

16.1 Externally visible items

(a) An Owner or Occupier must not, except with the prior approval of the Owners Corporation and any relevant Authority, maintain within the Lot anything visible from outside the Lot that, when viewed from outside the Lot, is not in keeping with the appearance of the rest of the Building.

(b) Any window or glass door which is visible from the outside of the Lot must display a blockout blind or curtain to the exterior of the relevant window or glass door. Any colour internally is acceptable but the backing of the blind or curtain must be matte white.

(c) Owners and Occupiers of Balconies must not, except with the prior approval of the Owners Corporation and any relevant Authority, install umbrellas or shade structures.

(d) An Owner or Occupier must not install:

(1) any fixed or permanent awning or other sun or weather shading device to the exterior to the Lot unless permitted under clause 20 ; or

(2) any security grilles to any exterior windows or doors on a Lot.

(e) An Owner or Occupier must obtain the prior consent of the Owners Corporation before installing any insect screens to any exterior windows or doors on a Lot and without limiting any conditions that may be imposed by the Owners Corporation, any insect screens must:

(1) be installed in a competent and proper manner;

(2) comply with any guidelines and aesthetic standards prescribed by the Owners Corporation from time to time in connection with its appearance and installation; and

(3) have an appearance after it has been installed in keeping with the appearance of the rest of the Building.

16.2 Hanging of washing and other items

An Owner or Occupier must not, except with the prior approval of the Owners Corporation, hang any washing, towel, bedding, clothing or other similar article on any part of its Lot or on Common Property in such a way as to be visible from outside the Lot.

16.3 Lattices or grilles

(a) Subject to by-law 16.3(b), an Owner or Occupier must not without the prior approval of the Owners Corporation affix any lattice or grille to any part of the Owner's Lot (including the storage space component of the relevant Lot).

Req:R852989 /Doc:DL AS622685 /Rev:14-Nov-2022 /NSW LRS /Prt:16-Mar-2026 10:39 /Seq:31 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

(b) By-law 16.3(a) does not apply to prohibit the screening devices that enclosed the storage space component of any Lot as at the date of registration of the Strata Plan.

(c) Each Owner of a Lot with a screening device as described in this by-law 16.3:

(1) agrees that the relevant screening device does not form part of the Common Property; and

(2) must maintain and keep in a state of good and serviceable repair the screening device.

16.4 Windows and glass doors

(a) Subject to by-law 16.4(b), an Owner or Occupier must not without the prior approval of the Owners Corporation affix or permit the affixing of window tinting or other treatments to windows or glass doors on a Lot or on any Balcony forming part of a Lot (this does not include any curtain, blind or shutter).

(b) By-law 16.4(a) does not apply to prohibit the tinting to windows or glass doors of any Lot where that tinting existed as at the date of registration of the Strata Plan.

16.5 Balconies

Without limiting by-law 16.1, an Owner or Occupier:

(a) must not erect any walls, barriers, screens, blinds, wind breaks, sunscreens or similar items, or create by any other means an enclosure around the Balcony of the relevant Lot;

(b) must ensure that any Balcony furniture for the relevant Lot is of an appropriate design so as not to cause damage to any other property or other Lot or Common Property (including by being blown by wind onto or into another Lot);

(c) must ensure that any Balcony furniture for the relevant Lot is of a quality and design consistent with the standard of the Building;

(d) of a three bedroom roof terrace apartment must not damage waterproofing membranes when planting in planter boxes and must obtain the prior written approval of the Owners Corporation to place any heavy equipment or planters on the roof terrace (in order to ensure there is no damage to the roof structure and any waterproofing membranes);

(e) must not use the Balcony for the relevant Lot as a storage space;

(f) may only use a barbeque of a type prescribed by the Owners Corporation from time to time, and between the hours of 9.00am to 10.00pm or during other hours approved by the Owners Corporation;

(g) must not, when using a barbeque on the relevant Lot, unreasonably interfere with the use of and enjoyment of any other Lot by any other Owner or Occupier;

(h) must keep all internal gardens, planter boxes and Balconies clean, tidy and well maintained;

Req:R852989 /Doc:DL AS622685 /Rev:14-Nov-2022 /NSW LRS /Prt:16-Mar-2026 10:39 /Seq:32 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

(i) must not place any item on the Balcony that would pose a climbing hazard; and

(j) when watering plants or soil make sure that the water does not go on to Common Property or another Lot.

16.6 Barbeques

(a) An Owner or Occupier may store and operate a portable barbeque on the balcony of a Lot if:

(1) it is a type permitted under this by-law 16.6;

(2) it will not or is not likely to cause damage;

(3) it is not or is not likely to become dangerous;

(4) does not cause smoke emission that disturbs the peaceful enjoyment of another Owner or Occupier;

(5) the Owner or Occupier keeps it covered when it is not in operation;

(6) the Owner or Occupier keeps it clean and tidy; and

(7) the Owner or Occupier complies with this by-law 16.6.

(b) In order to comply with the Building Code of Australia, Owners and Occupiers of a Lot which includes a Balcony may be prohibited from using a barbeque.

16.7 Security of items on Balconies

(a) Owners and Occupiers of Lots must ensure that any furniture, possessions and other items on Balconies are secured or safely stored in order to prevent any item from blowing away or falling from the relevant Balcony. Without limitation:

(1) umbrellas or sunshades are prohibited;

(2) lightweight injection moulded furniture is not permitted on Balconies; and

(3) all portable items (towels, toys, utensils) should be removed from any Balcony or stored securely when the Balcony is not in use.

(b) Owners and Occupiers are responsible for any damage or loss occasioned by items falling from their Balconies.

16.8 Use of water on Balconies

(a) An Owner or Occupier must:

(1) (other than Owners or Occupiers of a three bedroom roof top terrace which may use a water hose or water spraying apparatus if it does not cause overflow from the terrace), not use water hoses, or any other water spraying apparatus on any Balcony of a Lot, and must only use a watering can or other hand held watering device which is not connected to the main water supply;

Req:R852989 /Doc:DL AS622685 /Rev:14-Nov-2022 /NSW LRS /Prt:16-Mar-2026 10:39 /Seq:33 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

(2) ensure that water does not overflow from the Balcony of their Lot;

(3) indemnify the Owners Corporation against any expense or liability arising from the overflow of water from the Balcony of their Lot to the extent such expense or liability is caused or contributed to by an act of the Owner or Occupier, including without limitation the cost of cleaning the windows of any other Lots; and

(4) pay in accordance with the direction of the Owners Corporation, any amount for which the Owner is liable under by-law 16.8(a)(3) within 14 days of service of a written notice from the Owners Corporation requiring payment and providing copies of all relevant invoices. If not so paid by the Owner or Occupier, the Owners Corporation may pay the invoices and may recover from the Owner the amount of the invoices together with the expenses of the Owners Corporation incurred in recovering this amount as a debt due from the Owner.

(b) An Owner and/or Occupier is responsible for any damage or loss occasioned by the overflow of water from the Balcony of their Lot to the extent such damage or loss is caused or contributed to by an act of that Owner and/or Occupier.

16.9 Lights

(a) Owners and Occupiers are responsible for the repair, maintenance and replacement of:

(1) all lights and associated transformers within a Lot; and

(2) all light fittings and bulbs on Balconies forming part of their Lot.

(b) Modifications to or replacement of a light fitting by an Owner or Occupier on their Balcony requires prior approval of the Owners Corporation in accordance with by-law 20.

(c) An Owner or Occupier must not remove or relocate any light fitting located within the ceiling of that Owner's Lot without first ascertaining whether insulation has been provided within the ceiling void of that Lot and the proposed relocation or removal of light fittings will not create a fire risk. If insulation is located within a ceiling void, light fittings must not be removed or relocated without first obtaining:

(1) a report of a suitably qualified acoustic engineer certifying that the proposed removal and relocation of light fittings will maintain the acoustic properties; and

(2) a report of a suitably qualified fire engineer certifying that the proposed removal and relocation of light fittings will not pose a fire hazard.

(d) Where the replacement of light fittings and bulbs may present a safety issue, then the Owner or Occupier of that Lot must employ (at its own cost) the services of a qualified contractor to replace or repair the light fitting or bulb.

Req:R852989 /Doc:DL AS622685 /Rev:14-Nov-2022 /NSW LRS /Prt:16-Mar-2026 10:39 /Seq:34 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

16.10 Apartment entry doors

(a) Apartment entry doors are fire rated doors that are installed in accordance with the relevant fire safety standards and codes.

(b) Alterations or modifications to apartment entry doors, including peep holes, locks etc require prior approval of the Owners Corporation in accordance with by-law 20.

16.11 Transmission devices

An Owner or Occupier must not, except with the prior approval of the Owners Corporation, install on the Strata Parcel any radio or television aerial, satellite or any receiving or transmitting device, security device or associated wires.

16.12 Interference

An Owner or Occupier must not operate from the Strata Parcel any radio, transmitter, receiver, telecommunications device or electronic equipment that may interfere with any domestic appliance or apparatus lawfully in use on the Strata Parcel.

16.13 Timber Decking

An Owner of a Lot that has Timber Decking installed on the Balcony must:

(a) take all steps to ensure the proper maintenance of, and keeping in a state of good and serviceable repair, the Timber Decking; and

(b) oil the Timber Decking with a decking oil at least every twelve months; and

(c) renew or replace (if necessary) the Timber Decking, where repair is not feasible.

17. Use of Lot

17.1 Notification

An Owner or Occupier must notify the Owners Corporation if the Owner or 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).

17.2 Restrictions on leasing and occupancy generally

An Owner or Occupier must not:

(a) enter into a lease or other occupancy arrangement in respect of a Lot, where that lease or occupancy arrangement has a term of less than 3 months; or

Req:R852989 /Doc:DL AS622685 /Rev:14-Nov-2022 /NSW LRS /Prt:16-Mar-2026 10:39 /Seq:35 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

(b) permit the Owners Corporation or an agent to advertise or organise for short term accommodation or share accommodation in the Building; or

(c) permit the number of persons (excluding children) ordinarily residing within a Lot to be more than:

(1) 6 persons, in the case of a Lot with 3 bedrooms;

(2) 4 persons, in the case of a Lot with 2 bedrooms; or

(3) 2 persons, in the case of a Lot with 1 bedroom or a studio; or

(d) permit more than 2 persons (excluding children) to occupy any bedroom; or

(e) permit more than 2 beds (excluding children's beds, cots or bassinets) in any bedroom.

17.3 Use of car parking area

If the Lot includes an area for car parking, that area must be used only for the purpose of parking a Vehicle related to the residence in that Lot and must not be used as an area for storage of any other items.

17.4 No enclosing car parking

(a) Subject to by-laws 17.4(b), 17.4(c) and 17.4(d), an Owner or Occupier must not erect any walls, barriers or similar items, or create by any other means an enclosure around any car parking area without the consent of the:

(1) Owners Corporation; and

(2) the City of Ryde Council (or any Authority that may replace it or perform substantially the same function as it).

(b) The relevant Owner or Occupier must maintain the works permitted under by-law 17.4(a) to the reasonable satisfaction of the Owners Corporation.

(c) If the installation of the works permitted under by-law 17.4(a) penetrates, affects or alters the Common Property (**Affected Common Property Area**) in any way, then the Owner must Make Good the Affected Common Property Area if the relevant Owner or Occupier removes the works permitted under by-law 17.4(a) from the Affected Common Property Area at any time.

(d) By-law 17.4(a) does not apply to Lots whose car parking areas, as at the date of registration of the Strata Plan, were enclosed.

17.5 Use of Remote Controlled Parking Barriers

(a) Subject to by-laws 17.5(b) and 17.5(c), an Owner or Occupier of a Lot has a special privilege in respect of the Common Property to attach and affix a Remote Controlled Parking Barrier within any car parking area that forms part of the Lot.

(b) The relevant Owner or Occupier must maintain the works permitted under by-law 17.5(a) to the reasonable satisfaction of the Owners Corporation.

Req:R852989 /Doc:DL AS622685 /Rev:14-Nov-2022 /NSW LRS /Prt:16-Mar-2026 10:39 /Seq:36 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

(c) If the installation of the works permitted under by-law 17.5(a) penetrates, affects or alters the Common Property (**Affected Common Property Area**) in any way, then the Owner must Make Good the Affected Common Property Area if the relevant Owner or Occupier removes the works permitted under by-law 17.5(a) from the Affected Common Property Area at any time.

17.6 Use of storage space

(a) If the Lot includes an area for storage, that area must be used only for the purposes of storage related to the residence in that Lot and must not be used for any other purpose.

(b) An Owner or Occupier may, with the prior approval of the Owners Corporation (which may be given or withheld at its absolute discretion), install power points and additional lighting to the storage space component of the relevant Lot.

(c) In giving its consent under by-law 17.6(b) the Owners Corporation may impose reasonable conditions, including requirements for the Owner and Occupier to comply with the requirements of any Authority and including a requirement for the electricity to the storage space to be separately metered and for that electricity meter to be connected to the electricity meter for the relevant Lot.

(d) An Owner or Occupier must:

(1) not obstruct or otherwise interfere with the mechanical ventilation of any storage space and any fire services located in any storage space;

(2) comply with by-law 11 in respect of the types of substances and materials that may be stored in a storage space;

(3) be responsible for the repair and any damage caused to a storage space and Common Property as a result of the use of the storage space;

(4) ensure the storage space is kept clean and free of rubbish and vermin;

(5) provide and maintain their own security locks for the storage space; and

(6) not unreasonably restrict access to a storage space if access to the storage space is required by the Owners Corporation or any other Owner or Occupier for the purpose of carrying out maintenance in the facility of the storage space.

17.7 No leasing etc

(a) An Owner or Occupier must not lease, licence or part possession with the storage space or car parking area components comprising the Owner's or Occupier's Lot to any person other than a person residing in the Owner's or Occupier's Lot.

Req:R852989 /Doc:DL AS622685 /Rev:14-Nov-2022 /NSW LRS /Prt:16-Mar-2026 10:39 /Seq:37 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

(b) By-law 17.7(a) may not be amended unless the Owners Corporation has obtained the prior written approval of any relevant Authority to the proposed amendment.

17.8 Permitted use

Nothing in this by-law 17 should be construed as authorising any Owner or Occupier of any Lot to change the use of his or her Lot. Any change of use of a Lot must comply with the requirements of City of Ryde Council and with all relevant and competent Authorities, and in accordance with these by-laws.

17.9 Residential use only

Subject to by-laws 17.3 and 17.5, an Owner or Occupier of a Lot must not use that Lot or any part of the Common Property for any use other than as residential premises.

18. Central Landscaped Area

(a) A person must not use the Central Landscaped Area unless that person is an Owner or an Occupier or an Invitee of an Owner or Occupier who is an adult and who is present in the Central Landscaped Area at the time as its Invitee.

(b) The Central Landscaped Area must only be used during the hours of 9.00am to 10.00pm or such other hours which may be nominated by the Owners Corporation and as displayed at the entry to the Central Landscaped Area.

(c) Children under the age of 14 years may only use the Central Landscaped Area when accompanied and supervised by an adult Owner or Occupier exercising effective control over them.

(d) Glass objects (including drinking glasses), food and sharp objects are not permitted in the Central Landscaped Area, other than any areas designated for food preparation and service.

(e) No plant or equipment within the Central Landscaped Area can be interfered with, operated or adjusted, except with the approval of the Owners Corporation.

(f) No users of the Central Landscaped Area are permitted to smoke while in or around the Central Landscaped Area.

(g) If any Owner or Occupier wishes to book any part of the Central Landscaped Area for its temporary exclusive use for a short period, that Owner or Occupier must, prior to using the area, obtain written approval from the Owners Corporation and pay a deposit reasonably set by the Strata Committee from time to time.

(h) All users of the Central Landscaped Area must abide by any rules established by the Strata Committee in respect of the Central Landscaped Area.

Req:R852989 /Doc:DL AS622685 /Rev:14-Nov-2022 /NSW LRS /Prt:16-Mar-2026 10:39 /Seq:38 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

19. Insurance Premiums

19.1 Not to invalidate, etc

An Owner or Occupier must not, except with the prior approval of the Owners Corporation, do or permit to be done anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

19.2 Increased premium

If pursuant to by-law 19.1 an Owner or Occupier does something which may increase the premium for any insurance policy effected by the Owners Corporation, then the Owner of the relevant Lot must:

(a) pay to the Owners Corporation that increase in premium within 5 Business Days after notification by the Owners Corporation that payment is required; and

(b) comply with any other reasonable condition imposed by the Owners Corporation in connection with providing its approval under by-law 19.1.

20. Carrying out Major Building Works, Minor Renovation Works and Cosmetic Works

20.1 Permitted Major Building Works - conditions

If an Owner or Occupier (with the Owner's prior approval) wishes to carry out Major Building Works on the Lot relevant to the Owner or Occupier, and on so much of Common Property the use of which is reasonably necessary for the carrying out of the Major Building Works (**Affected Common Property**), the following conditions apply:

(a) each of the Owner and the Occupier indemnifies the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of, or injury to, any person arising out of the carrying out of the Major Building Works contemplated by this by-law 20 and the use of the result of the Major Building Works;

(b) the Owner and the Occupier must ensure that neither the carrying out of the Major Building Works nor the use of the result of the Major Building Works:

(1) except to the minimum amount necessary and required and subject to by-laws 20.2(g) and 20.2(h), damages, interferes with or interrupts any service lines, pipes or conduits whether Common Property or otherwise;

(2) except to the minimum amount necessary and required, and subject to by-laws 20.2(g) and 20.2(h), damages or interferes with a wall or any other boundary between Lots; or

Req:R852989 /Doc:DL AS622685 /Rev:14-Nov-2022 /NSW LRS /Prt:16-Mar-2026 10:39 /Seq:39 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

(3) voids any warranties to which the Owners Corporation or another Owner or Occupier is entitled;

(c) if any pergola, awning or other sun or weather shading device is to be installed, other than any pergola, awning or other sun or weather shading device installed at the date of registration of the Strata Plan, its size and type must be designed and certified as appropriate by a qualified engineer;

(d) if any exhaust system is to be installed, other than any exhaust system installed at the date of registration of the Strata Plan, including a kitchen exhaust hood, its size and type must be certified as appropriate by a qualified mechanical consultant; and

(e) the Owner or Occupier must, if required by law, obtain the consent of all relevant Authorities.

20.2 Obligations on Owner or Occupier

An Owner or Occupier desiring to exercise rights under this by-law 20 must:

(a) before doing any Major Building Works:

(1) obtain from the Owners Corporation a registered by-law conferring a common property rights by-law in accordance with Division 2 of Part 7 of the Strata Management Act, in respect of the Affected Common Property on the Owner or Occupier (if applicable);

(2) pay all costs of the Owners Corporation in relation to obtaining a by-law under by-law 20.2(a)(1), including but not limited to fees for legal services in relation to the drafting of the by-law and fees for registration of the amended by-laws at Land and Property Information NSW;

(3) ascertain from the Building Manager or, if there is no Building Manager, the Strata Manager, where service lines, pipes and conduits are located;

(4) arrange with the Building Manager or, if there is no Building Manager, the Strata Manager suitable times and means by which access to the Lot may be obtained for the purposes of the Major Building Works;

(5) if the Owners Corporation so requests provide a certificate from a structural engineer or a services engineer or both that the proposed Major Building Works will not have any adverse effect on Common Property or any Lot;

(6) if the Owners Corporation so requests, provide evidence of such insurances as the Owners Corporation reasonably requires in connection with the Major Building Works to be carried out; and

(7) provide copies of all relevant Authority approvals required by law to the Owners Corporation;

(b) comply with the reasonable requirements of the Owners Corporation and the Building Manager or, if there is no Building Manager, the Strata Manager, about

Req:R852989 /Doc:DL AS622685 /Rev:14-Nov-2022 /NSW LRS /Prt:16-Mar-2026 10:39 /Seq:40 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

the times and means by which access to the Lot is obtained and the Major Building Works are carried out;

(c) only use qualified, reputable and, where appropriate, licensed contractors who have been approved by the Owners Corporation;

(d) ensure that tradespeople and any persons involved in doing the Major Building Works comply with the reasonable requirements of the Building Manager or, if there is no Building Manager, the Strata Manager, about the times and means by which access to the Lot is obtained and the Major Building Works are carried out;

(e) not damage Common Property, including service lines, pipes of conduits or interfere with, or interrupt them or any of them;

(f) do the Major Building Works properly and to the reasonable satisfaction of any relevant Authority and, in respect of any Common Property which is affected, to the reasonable satisfaction of the Owners Corporation;

(g) repair any damage caused to Common Property or the property of another Owner or Occupier;

(h) cause as little disturbance as is reasonably practicable to the Owners and Occupiers of other Lots; and

(i) at the completion of the Major Building Works, if the Owners Corporation so requests, provide a certificate from a qualified consultant, or consultants, that neither the carrying out of the Major Building Works nor the use of the result of the Major Building Works has:

(1) damaged or interfered with, or will damage or interfere with, any waterproofing membrane or other membrane installed in Common Property; and

(2) detrimentally affected, or will detrimentally affect, the acoustic insulation of the Lot.

20.3 Owners Corporation may prescribe

The Owners Corporation may, for the purposes of this by-law 20 at any time prescribe the days and hours of the day during which access to the Lot may be obtained for the carrying out of Major Building Works.

20.4 Responsibility regarding walls

The Owners Corporation is not responsible for, and is not required to reinstate, any wall that has been altered or removed by an Owner or Occupier. The Owners Corporation is not responsible for any wall that has been constructed or added by an Owner or Occupier, even if the wall has been constructed on a boundary of a Lot.

Req:R852989 /Doc:DL AS622685 /Rev:14-Nov-2022 /NSW LRS /Prt:16-Mar-2026 10:39 /Seq:41 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

20.5 Minor Renovation Works

(a) An Owner or Occupier must not carry out Minor Renovation Works within its Lot unless the relevant Owner or Occupier:

(1) provides to the Owners Corporation:

(A) details of the Minor Renovation Works (including copies of any plans);

(B) duration and times of the Minor Renovation Works;

(C) details of the persons carrying out the Minor Renovation Works, including qualifications to carry out such work; and

(D) arrangements to manage any resulting rubbish or debris;

(2) obtains the prior written consent of the Owners Corporation; and

(3) ensures that any damage caused by carrying out the Minor Renovation Works under this by-law 20.5 is repaired to the reasonable satisfaction of the Owners Corporation and the relevant Authority (if applicable),

and if required by the Owners Corporation by-laws 20.2(a)(5), 20.2(a)(6), 20.2(a)(7), 20.2(c), 20.2(h) and 20.2(i) will apply with the necessary changes.

(b) The Owners Corporation delegates its function under this by-law 20.5 to the Strata Committee until it directs the Strata Committee otherwise,

20.6 Cosmetic Works

An Owner or Occupier may carry out Cosmetic Works within its Lot without the consent of the Owners Corporation provided:

(a) consent is not otherwise required by these by-laws;

(b) the Owner or Occupier complies with all other requirements of these by-laws (eg prescribed standard or prohibitions including finishes or colours); and

(c) the Owner or Occupier ensures that any damage caused by carrying out the Minor Renovation Works under this by-law 20.6 is repaired to the reasonable satisfaction of the Owners Corporation and the relevant Authority (if applicable).

20.7 Standard of Major Building Works, Minor Renovation Works and Cosmetic Works

All Major Building Works, Minor Renovation Works and Cosmetic Works must be performed in a proper and workmanlike manner and must comply with all laws of any relevant Authority.

Req:R852989 /Doc:DL AS622685 /Rev:14-Nov-2022 /NSW LRS /Prt:16-Mar-2026 10:39 /Seq:42 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

21 Refurbishment of Common Property

In addition to its powers under the Strata Management Act and under other by-laws, the Owners Corporation has the power to Refurbish Common Property.

22 Owners Corporation may carry out work

22.1 Owners Corporation rights

(a) The Owners Corporation may do anything on or in a Lot:

(1) which should have been done under these by-laws but has not been done or has not been done properly;

(2) to comply with these by-laws, including remedying, removing or restoring anything on that Lot which is prohibited under these by-laws; or

(3) to gain access to Common Property for any reasonable purpose (including to clean and maintain any part of the Building).

(b) If by-law 22.1(a) applies, the Owners Corporation (including any representative, contractor or agent) is entitled to:

(1) enter and remain on the Lot for as long as is necessary; and

(2) recover any costs associated with carrying out works under these by-laws from the Owner.

(c) The Owners Corporation must indemnify Owners 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 Owners Corporation of the rights conferred by this by-law 22.1.

22.2 Notice

An Owner or Occupier must consent to the Owners Corporation entering onto a Lot to carry out work reasonably required to discharge or give effect to the Owners Corporation's obligations to repair and maintain the Strata Scheme so long as:

(a) reasonable notice is given to the Owner and Occupier whose Lot the Owners Corporation must enter; and

(b) the Owners Corporation uses reasonable endeavours to cause as little inconvenience as possible to the Owner and Occupier affected.

22.3 Strata Management Act

By-laws 22.1 and 22.2 are in addition to the powers of the Owners Corporation under the Strata Management Act.

Req:R852989 /Doc:DL AS622685 /Rev:14-Nov-2022 /NSW LRS /Prt:16-Mar-2026 10:39 /Seq:43 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

23. Rules

23.1 Owners Corporation may make Rules

In addition to its powers under the Strata Management Act and under other by-laws, the Owners Corporation has the power under this by-law 23 to make rules about the control, management, operation, use and enjoyment of the Strata Parcel generally and Common Property or a part of it, in particular (**Rules**). The Rules may include colour codes and landscaping codes that apply to anything visible from outside the Lot, including any Balcony.

23.2 Variation

The Owners Corporation may vary Rules at any time.

23.3 Inconsistency

If a Rule is inconsistent with the Strata Management Act, any by-law or a requirement of an Authority, the Strata Management Act, the by-law or the requirement of an Authority, as the case may be, prevails to the extent of the inconsistency.

23.4 Binding

Rules bind an Owner and Occupier and any person on the Strata Parcel with the express or implied consent of an Owner or Occupier or the Owners Corporation.

24 Agreement with Building Manager

24.1 Building Management Agreement

(a) In addition to its powers under the Strata Management Act, the Owners Corporation has the power under this by-law 24 to appoint and enter into an agreement (**Building Management Agreement**) with an appropriately qualified person (**Building Manager**) to provide facilities management, asset maintenance, contract management, operational services and do anything else that the Owners Corporation agrees is necessary for the management and operation of the Strata Parcel or the Strata Scheme, at a fee.

(b) The duties of the Building Manager under a Building Management Agreement may include, without limitation:

(1) caretaking, supervising and servicing Common Property;

(2) supervising the cleaning, repair, maintenance, renewal or replacement of Common Property;

Req:R852989 /Doc:DL AS622685 /Rev:14-Nov-2022 /NSW LRS /Prt:16-Mar-2026 10:39 /Seq:44 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

(3) arranging for the inspection and certification of plant and equipment as required by law;

(4) providing services to the Owners Corporation, Owners and Occupiers including, without limitation, the services of a handyperson and cleaning services;

(5) supervising employees and contractors of the Owners Corporation;

(6) coordinating and managing collection of garbage and recyclable materials; and

(7) doing anything else that the Owners Corporation or Strata Manager agrees is necessary for the operation and management of the Building.

24.2 Cost

The cost of any Building Management Agreement is payable by all Owners on a unit entitlement basis.

24.3 Interference

An Owner or Occupier or any Invitee must not:

(a) interfere with or stop the Building Manager performing their obligations or exercising their rights under their agreement with the Owners Corporation; or

(b) interfere with or stop the Building Manager using such parts of the Common Property as the Owners Corporation permits them to use from time to time.

25 Advertising

25.1 Prohibition

An Owner or Occupier must not erect, display, affix or exhibit in the Strata Parcel any Advertising visible from any Lot or the Common Property or from outside the Strata Parcel, including any "for sale" or "for lease" signage.

25.2 Exception for Developer

The Developer may, without obtaining the approval of the Owners Corporation, erect, display, affix or exhibit Advertising on the Common Property, or on any Lot of which Developer is the Owner or Occupier, in connection with Selling and Leasing Activities.

25.3 Developer obligations

In erecting, displaying, affixing or exhibiting Advertising in accordance with by-law 25.2, the Developer must:

Req:R852989 /Doc:DL AS622685 /Rev:14-Nov-2022 /NSW LRS /Prt:16-Mar-2026 10:39 /Seq:45 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

(a) use reasonable endeavours to ensure that other Owners or Occupiers are caused as little inconvenience as is reasonably practicable;

(b) cause any damage resulting from the Advertising to be repaired on a timely basis and in a good and workmanlike manner; and

(c) comply with all requirements of any Authority in respect of erecting, displaying, affixing or exhibiting Advertising under by-law 25.2.

25.4 Display unit

The Developer may, without obtaining the approval of the Owners Corporation, use any Lot of which the Developer is the Owner or Occupier, as a display unit in connection with Selling and Leasing Activities.

26 Work, health and safety

26.1 No hazard to be created

An Owner or Occupier of a Lot must not create any hazard that may breach work health and safety standards or cause a breach of such standards. This by-law 26 refers to work health and safety standards referable to Australian Standards or under the provisions of the *Work Health and Safety Act 2011* (NSW).

26.2 Included matters

This by-law 26 refers to matters like:

(a) safe balustrade heights;

(b) safe driving in car parks; and

(c) weight and positioning of planters on Balconies.

26.3 Concerns

If an Owner or Occupier of a Lot has any concerns in relation to this by-law 26 it should discuss those concerns with the Building Manager or, if there is no Building Manager, the Strata Manager.

Req:R852989 /Doc:DL AS622685 /Rev:14-Nov-2022 /NSW LRS /Prt:16-Mar-2026 10:39 /Seq:46 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

27 Provision of amenities or services

27.1 Determination

The Strata Committee 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:

(a) security;

(b) services;

(c) window cleaning;

(d) garbage disposal and recycling services;

(e) electricity, water or gas supply;

(f) telecommunication services (for example, cable television);

(g) landscape maintenance;

(h) lift services;

(i) energy management services; and

(j) any other amenities or services deemed appropriate by the Owners Corporation.

27.2 Amounts payable

If the Strata Committee determines 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 payable for the amenity or service or the basis on which that amount is calculated and the conditions on which it will provide the amenity or service.

27.3 Building Services

(a) The Owners Corporation must establish a contract for the repair, replacement, service and maintenance of each of the Building Services installed within Common Property within the Building (each a **Building Services Agreement**). Each Building Services Agreement must require servicing and maintenance of all relevant plant and equipment as often as is recommended by the manufacturer.

(b) The cost of each Building Services Agreement is payable by all Owners on a unit entitlement basis.

27.4 Lifts on Common Property within the Building

(a) The Owners Corporation must establish a contract for the repair, replacement, service and maintenance of all building lifts installed within Common Property within the Building (**Lift Service Agreement**). The Lift Service Agreement must

Req:R852989 /Doc:DL AS622685 /Rev:14-Nov-2022 /NSW LRS /Prt:16-Mar-2026 10:39 /Seq:47 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

require servicing and maintenance of all lift plant and equipment as often as is recommended by the manufacturer.

(b) The cost of the Lift Service Agreement for the building lifts is payable by all Owners on a unit entitlement basis.

(c) Owners and Occupiers must:

(1) not allow children to operate any lifts; and

(2) obey the instructions regarding use and operation of lifts issued from time to time by the Strata Committee; and

(3) take all reasonable steps to ensure that any Invitees to or Occupiers of their lots are aware of the requirements of and comply with this by-law 27.

28 Security and fire safety

28.1 Owners Corporation responsibility

The Owners Corporation must take reasonable steps to:

(a) stop intruders coming into the Building; and

(b) prevent fires and other hazards.

28.2 Security systems

The Owners Corporation may install and operate in the Common Property audio-visual security cameras and other audio-visual surveillance equipment for the security of the Building, and make arrangements with third parties about the installation and maintenance of such equipment.

28.3 No interference

An Owner or Occupier must not:

(a) interfere with the security equipment installed by the Owners Corporation; or

(b) do anything that might prejudice the security or safety of the Building or its occupants.

28.4 Fire and security doors

An Owner or Occupier must take reasonable care to make sure that fire and security doors are locked or closed when not being used.

Req:R852989 /Doc:DL AS622685 /Rev:14-Nov-2022 /NSW LRS /Prt:16-Mar-2026 10:39 /Seq:48 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

28.5 Fire control

The Owners Corporation and each Owner and Occupier must comply with all laws about fire safety and control and must:

(a) not use or interfere with fire safety and control devices and equipment within a Lot or on Common Property except in the case of an emergency, including without limitation painting over or otherwise interfering with any fire or smoke detectors installed within a Lot;

(b) at all reasonable times, provide access to their Lot to the Owners Corporation (or to contractors engaged by it) for the purposes of inspection, maintenance, repair or replacement of any fire safety and control devices and equipment located in, or accessible only from within, the Lot;

(c) not interfere with the fire stair door operation or any door alarm system;

(d) not obstruct any fire stairs or fire escapes in the Building; and

(e) take all reasonable steps to ensure compliance with the fire laws and the requirements of City of Ryde Council and any other relevant and competent authority regarding fire regulations.

28.6 Equipment

In order to carry out the above matters and any of its other obligations, the Owners Corporation may:

(a) install and operate fire safety and control devices and equipment; and

(b) make arrangements with third parties about the installation, maintenance and operation of such fire safety and control devices and equipment.

28.7 Cost recovery

Without limiting the foregoing, in the event of any failure by the Owner or Occupier of a Lot to comply with any provision of by-law 28.5, then the Owners Corporation will be entitled to recover from the Owner of that Lot all additional costs incurred by the Owners Corporation as a result of such failure. Such additional costs will be a debt due and payable on demand by the Owner of that Lot to the Owners Corporation.

28.8 Cost of fire services

An Owner or Occupier must reimburse the Owners Corporation for all costs (including any fees charged by an Authority or fire monitoring service) associated with a false alarm from a fire alarm system for the Building where the cause of the false alarm was due to an act or omission of that Owner or Occupier. Such additional costs will be a debt due and payable on demand by the Owner of that Lot to the Owners Corporation.

Req:R852989 /Doc:DL AS622685 /Rev:14-Nov-2022 /NSW LRS /Prt:16-Mar-2026 10:39 /Seq:49 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

28.9 Fire inspections

(a) An Owner or Occupier must cooperate with the Owners Corporation and its agents with regard to annual fire inspections of a Lot.

(b) If an Owner or Occupier does not comply with by-law 28.9(a) and a reinspection is required, the Owners Corporation may pay the cost of the reinspection and recover this amount as a debt due and payable on demand from the Owner of that Lot to the Owners Corporation.

29. Security keys and alarms

29.1 Owners Corporation to issue

The Owners Corporation will make available to Owners and Occupiers not less than one set of Security Keys necessary to enable Owners and Occupiers to access the Strata Parcel and the Building for the purpose of passing over Common Property and car parking driveways as necessary to access their Lot.

29.2 Fee

The Owners Corporation may charge a fee for the provision of any additional Security Keys as determined by the Strata Committee from time to time.

29.3 Owner and Occupier responsibilities

Each Owner and Occupier to whom a Security Key is made available must:

(a) exercise a high degree of caution and responsibility in making Security Keys available for use by other persons;

(b) not duplicate or permit any Security Key to be duplicated;

(c) take all reasonable steps to ensure that Security Keys are not lost;

(d) immediately notify the Owners Corporation if a Security Key is lost, stolen or damaged; and

(e) pay replacement costs to the Owners Corporation for any lost, stolen or damaged Security Key.

29.4 Alarms

The Owners Corporation must not unreasonably withhold consent to an application by an Owner or Occupier to install a security alarm on its Lot if:

(a) the alarm has "back to base" facilities;

(b) the alarm is silent ; and

Req:R852989 /Doc:DL AS622685 /Rev:14-Nov-2022 /NSW LRS /Prt:16-Mar-2026 10:39 /Seq:50 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

(c) the alarm does not have flashing lights or, if the alarm does have flashing lights, those flashing lights are not visible from outside the Lot.

29.5 Additional or replacement Security Keys

An Owner or Occupier may obtain additional or replacement Security Keys by contacting the Building Manager or, if there is no Building Manager, the Strata Manager and by-law 29.3(e) applies.

29.6 Managing the Security System

(a) The Owners Corporation has the power to:

(1) re-code Security Keys;

(2) require any Owners or Occupiers to promptly return that person's Security Keys to the Committee to be re-coded; and

(3) enter into agreements with contractors, the Strata Manager or the Building Manager about the provisions and management of security systems generally.

(b) If in the reasonable opinion of the Owners Corporation an Owner or Occupier has recklessly or deliberately misused or compromised the Security Key system then the Owners Corporation may require that Owner or Occupier to pay for the reasonable costs associated with re-coding Security Keys relating to that Owner or Occupier and other lot owners or occupiers compromised by that Owner's or Occupier's act or omission.

30 Restricting access

30.1 General provisions

The Owners Corporation may for security reasons or effective control and management of the Building:

(a) close off or restrict access to parts of Common Property which are not required for access to any Lot except those parts of Common Property if any, that are subject to an easement for public access or exclusive use rights; and

(b) restrict, by security device, access to levels in the Building where an Owner or Occupier does not own or occupy a Lot or have exclusive use rights or special privilege over Common Property.

30.2 Access to the roof of the Building

(a) If the roof of the Building comprises part of Common Property, the Owners Corporation may prohibit access to the roof of the Building by any person

Req:R852989 /Doc:DL AS622685 /Rev:14-Nov-2022 /NSW LRS /Prt:16-Mar-2026 10:39 /Seq:51 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

(whether an Owner or an Occupier) unless that person has the prior consent of the Owners Corporation, the Strata Manager or the Building Manager.

(b) If the roof of the Building comprises part of a Lot, then the Owner or Occupier of that Lot must allow the Owners Corporation to access the roof of the Building at all reasonable times and on reasonable notice.

31 Embedded Network

31.1 Power to enter into agreement

The Owners Corporation has the power to appoint and enter into agreements with Embedded Network Suppliers for the installation of an Embedded Network in the Building for the supply of Embedded Network Services to Lots and Common Property and for the services of electricity and centralised serviced hot water generally. The Owners Corporation may exercise its power under this by-law in its capacity as a member of the Committee and in its capacity as an owners corporation.

31.2 Initial Period

The Owners Corporation may enter into an agreement with an Embedded Network Supplier during the Initial Period.

31.3 Delegation of functions

Despite any other by-law, the Owners Corporation cannot delegate its functions or the functions of the Strata Committee to an Embedded Network Supplier.

31.4 Agreement during the Initial Period

If the Owners Corporation enters into an agreement with an Embedded Network Supplier during the Initial Period:

(a) if the agreement appoints an Embedded Network Supplier to assist the Owners Corporation in the management, control or use of Common Property and the term of the agreement extends beyond the date of the first annual general meeting of the Owners Corporation (or other minimum period permitted by law), or otherwise falls within the Initial Period Restrictions, then the agreement must be ratified by the Owners Corporation at the first annual general meeting;

(b) the Owners Corporation may agree to pay the Embedded Network Supplier market based rates for the supply of Embedded Network Services and market based fees for performing Embedded Network Services under the agreement;

(c) the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the supply of Embedded Network Services to the Common Property and all Owners in respect of the supply of Embedded Network Services to the Lots;

Req:R852989 /Doc:DL AS622685 /Rev:14-Nov-2022 /NSW LRS /Prt:16-Mar-2026 10:39 /Seq:52 of 64
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(d) the Owners Corporation may agree to pay the Embedded Network Supplier a fee for initial set up costs incurred by the Embedded Network Supplier that will be payable if, when applicable, the appointment of the Embedded Network Supplier is not ratified by the Owners Corporation at the first annual general meeting; and

(e) the Owners Corporation may agree that if the appointment of the Embedded Network Supplier is not ratified by the Owners Corporation at the first annual general meeting or if the agreement with the Embedded Network Supplier is terminated at any time, the Embedded Network Supplier will be entitled to remove any meters and other equipment that are, in the agreement, identified as being the property of the Embedded Network Supplier.

31.5 Agreements after the Initial Period

If the Owners Corporation enters into an agreement with an Embedded Network Supplier after the Initial Period:

(a) the term of the agreement may be for the period agreed by the Owners Corporation which in each case should not exceed the period permitted by law;

(b) the pricing of the Embedded Network Services supplied under the agreement may be as agreed by the Owners Corporation; and

(c) the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the supply of Embedded Network Services to the Common Property and all Owners in respect of the supply of Embedded Network Services to Lots.

31.6 What provisions must be included in an agreement?

An agreement between the Owners Corporation (in its own right) and an Embedded Network Supplier must have provisions about the rights of the Embedded Network Supplier to remove any meters and other equipment that are, in the agreement, identified as being the property of the Embedded Network Supplier or the right of the Owners Corporation to acquire those meters and other equipment from the Embedded Network Supplier, if the agreement with the Embedded Network Supplier is terminated.

32 Notice board

The Owners Corporation must cause a notice board to be affixed to some part of the Common Property.

Req:R852989 /Doc:DL AS622685 /Rev:14-Nov-2022 /NSW LRS /Prt:16-Mar-2026 10:39 /Seq:53 of 64
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33 Authority's Conditions

33.1 Compliance

The Owners Corporation, each Owner, each Occupier, and each Invitee of the Owner or Occupier of a Lot (where applicable) must comply with the requirements and conditions of each relevant Authority.

33.2 Inconsistency

To the extent that any conditions are conditions imposed by an Authority that are inconsistent with these by-laws the conditions imposed by that Authority prevail.

33.3 Initial Development Approval Conditions

The Owners Corporation, each Owner, each Occupier, and each Invitee of the Owner or the Occupier of a Lot (where applicable) acknowledges that the development consent granted by the City of Ryde Council (**Council**) relating to the Building at the time of registration of these by-laws is subject to conditions to the following effect which must be complied with unless subsequently varied:

DA condition number	DA Condition
1.	**Privacy Screens**. All privacy screens are to remain in place in perpetuity.
1.	**Study Room**: All study room shown on the approved plans are to remain as study rooms
5	**Communal Facilities** The communal facility area located on the ground floor of Tower B is not to be used for commercial purposes.
7	**Signage.** No person is authorised to erect any signs or advertising structures not indicated on the approved plans lodged with council.
10	**Illumination of public place.** Any public place must be kept lit between sunset and sunrise if it is likely to be hazardous to persons in the public place.
13	**Public space.** The public way must not be obstructed by any materials, vehicles, refuse, skips or the like, under any circumstances, without prior approval from Council.

Req:R852989 /Doc:DL AS622685 /Rev:14-Nov-2022 /NSW LRS /Prt:16-Mar-2026 10:39 /Seq:54 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

19	**Drainage of carwash bays**. The floor of any carwash bays must be graded and drained to a grated drain or collection sump located within the wash bays and drained to the sewerage system in accordance with the requirements of Sydney Water Corporation. Any uncontaminated stormwater must be directed away from the carwash bays.
61	**Gross Pollutant Trap.** The proposed gross pollutant trap on the eastern corner shall have a dedicated maintenance access path for maintenance vehicles.
64	**Public Art Plan.** The public art feature shall be suitably maintained in perpetuity.
76	**Public Domain Works – Maintenance Bond.** To ensure satisfactory performance of the public domain works, a maintenance period of six (6) months shall apply to the works in the road reserve following completion of the development. The maintenance period shall commence from the date of issue by Council, of the compliance certificate for the external works. The Owners Corporation shall be liable for any part of the work which fails to perform in a satisfactory manner as outlined in Council's standard specification, during the six (6) months' maintenance period. A bond in the form of a cash deposit or bank guarantee of $50,000 has been lodged with the City of Ryde prior to the issue of any construction certificate. The bond will only be refunded when the works are determined to be satisfactory to Council after the expiry of the six (6) months maintenance period.
86	**Automated Irrigation.** An automatic watering system is to be supplied to all landscape areas including common areas and podium planters to ensure adequate water is available to vegetation. Irrigation systems shall be fully automated and capable of seasonal adjustments.
101	**Access for waste collection vehicles**. Safe easy access must be provided for waste collection vehicles to service the waste containers. The driveways and manoeuvring areas must be designed for maximum legal dimensions and weights and allow collection vehicles to enter and leave the premises in a forward direction. Additional clearances must be provided for overhead and side loading where appropriate.

Req:R852989 /Doc:DL AS622685 /Rev:14-Nov-2022 /NSW LRS /Prt:16-Mar-2026 10:39 /Seq:55 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

154	**Operational Management and Maintenance Report.** An Operational Management and Maintenance Report prepared by a suitably qualified engineer is required to be adhered to by the Owners Corporation. This report covers the long term operational management and maintenance requirements of the stormwater quality management system on the site. A schedule or timetable for the proposed regular inspection and monitoring of the devices (including pits, pipes, OSD system, Gross pollutant traps, bio-swale), maintenance techniques, reporting and record keeping requirements and associated rectification procedure shall be included in the report.
158	**Loading Dock Management Plan.** A loading dock management plan will need to be adhered to by the Owners Corporation. The loading dock management plan will need to demonstrate how safe waste collection will be undertaken without interrupting traffic flow within the basement.
167	**Provision of garbage services.** Suitable arrangements must be made with the City of Ryde Council for the provision of ongoing garbage services post occupation certificate by the Owners Corporation.
168	**Indemnity.** Where it is necessary for waste collection vehicles to enter the Land to service the waste containers, the Owners Corporation must indemnify Council and its contractor in writing against claims for damage to the driveways and manoeuvring areas.
169	**Lockable door to bin room or hard waste store.** Where there is a lockable door to access a bin room or hard waste storage room, the universal Council key should be installed so the contractor can access the room for servicing bins or collect the household clean up items.
170	**Landscape Maintenance Plan.** The landscape maintenance plan is required to be maintained by the Owners Corporation. The landscape maintenance plan should include the following requirements: · Regular maintenance and trimming of shrubs and plantings. · Shrubs and plantings being appropriately maintained to allow for clear lines of sight over the shrubs from pathways and pedestrians areas, and to avoid any plantings being used as a natural ladder to gain access to any higher parts of the building. · All other trees on the site are to be appropriately pruned, trimmed and maintained so that passive surveillance is not compromised and there is no

Req:R852989 /Doc:DL AS622685 /Rev:14-Nov-2022 /NSW LRS /Prt:16-Mar-2026 10:39 /Seq:56 of 64
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	opportunity for climbing of trees to gain access to balconies or units.
177	**Stormwater Management – Maintenance program.** To ensure the approved onsite detention system and WSUD measures function as designed for the ongoing life of the development, without imposition on the public domain, the Owners Corporation is to ensure the drainage system maintenance plan (DSMP) is adhered to.
180	**Electricity accounts for new street lighting.** The Owners Corporation shall liaise with Council's Asset Networks Section regarding the ongoing maintenance of the electricity account/s in order to energise the newly installed street lighting.
188	**CCTV Cameras.** The Owners Corporation must procure that CCTV cameras are required to be maintained in the following locations: · The carpark; · The ground floor lobby and lifts; and · The car park entry/exit points. The cameras should include the foyer area to the buildings including the area around the mail boxes. The cameras should also monitor the 50 metre vicinity outside the building including, but not limited to, the footpath area in front of the premises. CCTV cameras should also cover any communal areas, lifts, public spaces and the basement car parks. Recordings should be made twenty four (24) hours a day seven (7) days a week. As a minimum, CCTV cameras at entry and exit points to the premises MUST record footage of a nature and quality in which it can be used to **identify** a person recorded by the camera. All other cameras MUST record footage of a nature and quality in which it can be used to **recognise** a person recorded by the camera. The time and date must automatically be recorded on all recordings made whilst it is recording. All recordings are to be kept for a minimum period of thirty (30) days before they can be reused or destroyed. If requested by police, the applicant is to archive any recording until such time as they are no longer required. Recordings are to be made in a common media format such as Windows Media Player or similar, or should be accompanied by applicable viewing software to enable viewing on any windows computer. The Owners Corporation should

Req:R852989 /Doc:DL AS622685 /Rev:14-Nov-2022 /NSW LRS /Prt:16-Mar-2026 10:39 /Seq:57 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

	demonstrate compliance.
189	**Car parking security**. Vehicular entry to residential parking and visitor's parking areas is to be through a secured roller shutter with an intercom system for visitor's access. The doors are to be controlled by locksets such as remote or card operating electronic lock sets. The phasing of the roller door needs to minimise the opportunity for unauthorised pedestrian access after a vehicle enters/exits the car park. The Owners Corporation should demonstrate compliance.
191	**Security.** To enhance the physical security of doors, all glass doors are to be laminated and the main entry/exit doors to individual units on the ground floor, including balcony doors and fire exit doors to the development are to be fitted with a single cylinder lockset (Australian and New Zealand Standard - Lock Sets), which comply with the Building Code of Australia. Windows to individual units on the ground floor should also be fitted with key operated locksets (Australia and New Zealand Standard - Lock Sets) to restrict unauthorized access to the unit. The Owners Corporation should demonstrate compliance.
192	**Intercom System.** Intercom facilities should be incorporated into these entry/exit points to enable residents to communicate and identify with people prior to admitting them to the development. An auxiliary lock set should also be incorporated into the design of each of the entry/exit points to enable emergency services to access the development particularly in emergency situations. The Owners Corporation should demonstrate compliance.
193	**Balcony doors to units**. Balcony doors to units are to be fitted with single cylinder locksets (Australian and New Zealand Standard – Lock Sets) to restrict unauthorised access to units. The Owners Corporation should demonstrate compliance.
194	**Lift access and security**. Electronic access controls are to be installed on the lift. The equipment should include card readers to restrict access to the level a resident resides on, to the car parking levels and to the Ground Floor. The Owners Corporation should demonstrate compliance.
195	**Car Share Provider.** The Owners Corporation should ensure an ongoing agreement with a car-share provider is been entered into for the (2) two car share spaces on site. The Owners Corporation should demonstrate compliance.

Req:R852989 /Doc:DL AS622685 /Rev:14-Nov-2022 /NSW LRS /Prt:16-Mar-2026 10:39 /Seq:58 of 64
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196	**Travel Place.** A Framework Travel Plan (FTP) detailing the promotion, development, implementation and monitoring of a co-ordinated transport strategy for the building. The objectives of the FTP are to encourage/provide incentives for residents to utilise public transport, walking and cycling and to investigate alternative modes of transport (away from single-occupancy car use) to more sustainable forms of transport and how the plans will achieve and monitor the objectives. The Owners Corporation should demonstrate compliance.
197	**Parking Allocation.** The Owners Corporation and each Owner and each Occupier permitted to vote on such matters, must ensure that the strata scheme provides and maintains the minimum parking allocation as follows: · a maximum of 239 residential spaces; · a maximum of 29 residential visitor spaces; and · 27 bicycle parking spaces.
198	**Car Share Parking.** To maintain, facilitate and encourage the use of the car share scheme implemented in the development, the following requirements are to be maintained by the Owners Corporation for the ongoing serviceable life of the development: · all 2 x car share spaces must be publicly accessible 7 days of the week, 24 hours of the day; · the 2 x car share parking spaces must be clearly designated and line-marked in the development. · must be retained as Common Property by any future strata subdivision of the development lot.
199	**Vehicle Turntable.** To ensure safe and efficient operation of the vehicle turntable unit to be located in the loading bay, the following measures must be implemented by the Owners Corporation in the completed development; · The turntable must have line marking depicting the centre of the turn table, maximum radius in which a vehicle is to be contained upon the turn table itself and the maximum swept path radius and associated “Keep Clear” marking, as a result of the swept path of a vehicle overhanging the turntable. · The turntable controls / control pad must be located in close proximity to the turntable and are to be clearly marked and visible from the turntable. Controls are to include an emergency stop button,

Req:R852989 /Doc:DL AS622685 /Rev:14-Nov-2022 /NSW LRS /Prt:16-Mar-2026 10:39 /Seq:59 of 64
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	rotation control and a programmed/ defined turning movement designed to facilitate manoeuvring a vehicle from the typical approach to the typical exit, operated with a single button. · A maintenance number is to be listed on the control panel area so as to minimise the downtown should the device breakdown. · Plans, documentation and certification demonstrating compliance with these requirements must be adhered to by the Owners Corporation.
200	**Stormwater Management – Implementation of maintenance program.** The stormwater management system components are to be maintained for the ongoing life of the development by the Owners Corporation, as per the details in the approved drainage system maintenance plan (DSMP).
201	**Balconies (Clothes Drying).** No clothes drying on balconies in the public view are permitted. Clothes drying on balconies visible from any public domain is not permitted.
202	**Residential Amenity - Noise Limits**. Noise from the communal facility area shall not be audible in any habitable room in any residential premises between the hours of 10pm and 7.00am. Any amplified music used within the Communal Room shall be limited in volume so as not to cause a disturbance to the amenity of the adjoining residences. Noise insulating materials or construction (such as acoustic rubber matting or paneling) should be installed where ever it is anticipated that activities or the use of plant and equipment may generate a noise disturbance to surrounding premises.
202	Within the communal open space area, the playing of amplified music or messages, any spruiking and the likes are not to disturb the amenity of other private places.
203	**Wayfinding Signs**. Good way finding signage are to be provided as follows: · A street sign should be prominently displayed at the front of the development to comply with Local Government Act, 1993, Section 124, Order No.8. · Signage also needs to be provided at entry/exit points and throughout the development to assist users. Clear signage should indicate residential, retail and restricted areas. · Signage also needs to be provided on any fire exit

Req:R852989 /Doc:DL AS622685 /Rev:14-Nov-2022 /NSW LRS /Prt:16-Mar-2026 10:39 /Seq:60 of 64
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	doors warning users that the doors are to be used for emergency purposes only. · Signage is to be used to indicate entries and exits. Signs should be clear, legible and useful. The front of the building should have clear signage in regards to street numbers so that emergency services are able to clearly read the numbers. To assist with way finding for emergency services, numbering of street numbers, levels of the building and unit numbers should be clearly displayed. · Signs should be erected in the car parks and near entry and exit points which details security measures and reminds people to lock their vehicles and remove valuables from their vehicles. · Location maps should be used throughout the complex to indicate to visitors where they are.
204	**Waste Maintenance.** All waste storage areas must be maintained in a clean and tidy condition at all times with clear access to the bins for servicing by the contractor. Council does not support the use of private contractors for the collection of domestic waste. All domestic waste will be collected by the Council waste collection contractor. Signs will be required to be placed within the bin area to encourage correct recycling and reduce contamination. City of Ryde Council will provide the required signage Staff or contractors must be employed to take the waste containers from garbage and recycling room to the container emptying point for servicing and to return the containers to the garbage room after servicing. The Owners Corporation must procure that staff or contractors must be employed to take the recyclable materials from the service compartments and sort the materials into the containers provided in the garbage and recycling room.
205	**Storage and disposal of wastes.** All wastes generated on the premises must be stored and disposed of in an environmentally acceptable manner.
206	**Waste containers.** An adequate number of suitable waste containers must be kept on the premises for the storage of garbage and trade waste.
207	**Offensive noise.** The use of the premises must not cause the emission of 'offensive noise' as defined in the Protection of the Environment Operations Act 1997.

Req:R852989 /Doc:DL AS622685 /Rev:14-Nov-2022 /NSW LRS /Prt:16-Mar-2026 10:39 /Seq:61 of 64
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208	**Noise and vibration from plant or equipment** - Unless otherwise provided in the Council's consent, the operation of any plant or equipment installed on the premises must not cause: · The emission of noise that exceeds the background noise level by more than 5dBA when measured at, or computed for, the most affected point, on or within the boundary of the most affected receiver. Modifying factor corrections must be applied for tonal, impulsive, low frequency or intermittent noise in accordance with the New South Wales Industrial Noise Policy (EPA, 2000). · An internal noise level in any adjoining occupancy that exceeds the recommended design sound levels specified in Australian/New Zealand Standard AS/NZS 2107:2000 Acoustics – Recommended design sound levels and reverberation times for building interiors. · The transmission of vibration to any place of different occupancy.
209	**Access for maintenance purposes**. Safe easy access for the inspection and maintenance of all plant, equipment and components covered by Australian/New Zealand Standard *AS/NZS 3666.2: 2011 Air-handling and water systems of buildings - Microbial control - Operation and maintenance*.
210	**Registration of water-cooling systems** - Any water-cooling regulated under the *Public Health Act 2010* must be registered with Council's Environmental Health Unit within one (1) month of installation. Registration forms may be obtained from Council's Customer Service Centre on Tel. 9952 8222.
211	**Plumbing and drainage work** - All plumbing and drainage work must be carried out in accordance with the requirements of Sydney Water Corporation and the NSW Department of Fair Trading.
213	**Access to Waste Servicing areas.** Where there is a lockable door to access a bin room or hard waste storage room, the universal Council key should be installed so the contractor can access the room for servicing bins or collect the household clean up items.

Req:R852989 /Doc:DL AS622685 /Rev:14-Nov-2022 /NSW LRS /Prt:16-Mar-2026 10:39 /Seq:62 of 64
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EXECUTION PAGE



The seal of The Owners - Strata Plan No. 102966 was affixed on 10 November 2022 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:



Electronic signature of me Esther Lee
Affixed at my direction on 10/11/2022

Signature: .....

Name(s): Esther Lee .....

Authority: Strata managing agent .....

Req:R852989 /Doc:DL AS622685 /Rev:14-Nov-2022 /NSW LRS /Prt:16-Mar-2026 10:39 /Seq:63 of 64
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Approved Form 10

Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No. 102966 was affixed on 10 November 2022 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: ..... Name: Esther Lee Authority: Strata managing agent

Signature: ..... Name: ..... Authority: .....

THE OWNERS - STRATA PLAN No. 102966
Common Seal

Req:R852989 /Doc:DL AS622685 /Rev:14-Nov-2022 /NSW LRS /Prt:16-Mar-2026 10:39 /Seq:64 of 64
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Form: 15CH
Release: 2.3

CONSOLIDATION/ CHANGE OF BY-LAWS

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

Leave this space clear. Affix additional pages to the top left-hand corner.

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/SP102966

(B) **LODGED BY**

Document Collection Box	Name / Company / Address / E-mail / Contact Number / Customer Account Number / Reference	CODE
	Name Company JS Mueller & Co Address 1st Floor, 240 Princes Highway ARNCLIFFE NSW 2205 E-mail Contact Number 02 9562 1266 Customer Account Number Reference 41191	CH

(C) The Owner-Strata Plan No. 102966 certify that a special resolution was passed on 29/9/2022

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

(E) Repealed by-law No. Not Applicable
Added by-law No. Not Applicable
Amended by-law No. By-Law No. 2.2
as fully set out below :

See Annexure "A" hereto

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

(G) The seal of The Owners-Strata Plan No. 102966 was affixed on 10 November 2022 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature : 
Electronic signature of me Esther Lee
Affixed at my direction on 10/11/2022

Name : Esther Lee

Authority : Strata managing agent

Signature :

Name :

Authority :



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
2007

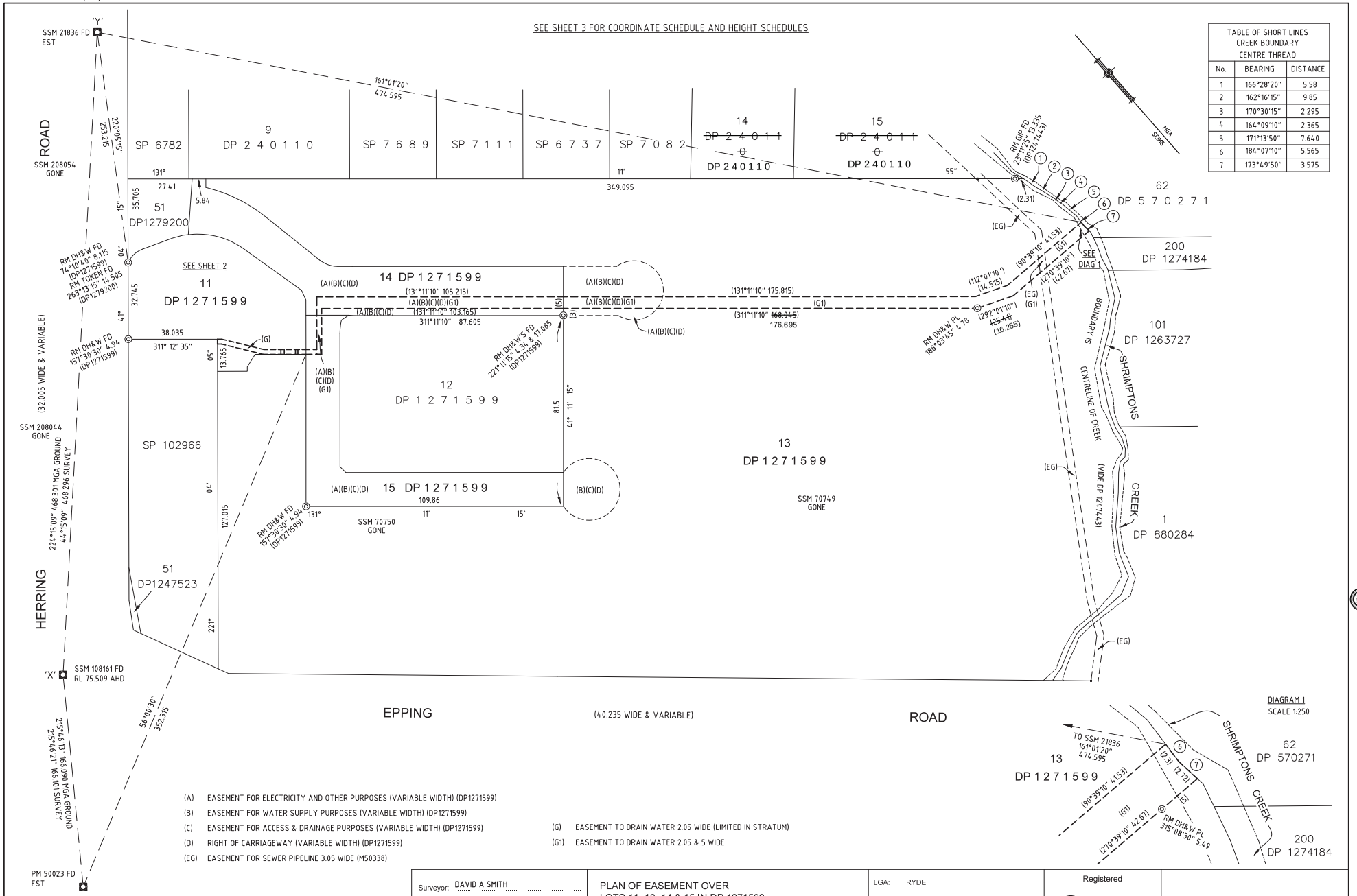

TABLE OF SHORT LINES CREEK BOUNDARY CENTRE THREAD		
No.	BEARING	DISTANCE
1	166°28'20"	5.58
2	162°16'15"	9.85
3	170°30'15"	2.295
4	164°09'10"	2.365
5	171°13'50"	7.640
6	184°07'10"	5.565
7	173°49'50"	3.575

(A) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (VARIABLE WIDTH) (DP1271599)
(B) EASEMENT FOR WATER SUPPLY PURPOSES (VARIABLE WIDTH) (DP1271599)
(C) EASEMENT FOR ACCESS & DRAINAGE PURPOSES (VARIABLE WIDTH) (DP1271599)
(D) RIGHT OF CARRIAGEWAY (VARIABLE WIDTH) (DP1271599)
(EG) EASEMENT FOR SEWER PIPELINE 3.05 WIDE (M50338)
(G) EASEMENT TO DRAIN WATER 2.05 WIDE (LIMITED IN STRATUM)
(G1) EASEMENT TO DRAIN WATER 2.05 & 5 WIDE

Surveyor: DAVID A SMITH Date of Survey: 18.04.2023 Surveyor's Ref: 1601644-DP A1 COLI	PLAN OF EASEMENT OVER LOTS 11, 13, 14 & 15 IN DP 1271599	LGA: RYDE Locality: MACQUARIE PARK Reduction Ratio 1:1000 Lengths are in metres.	Registered 21/07/2023	DP1293554

DIMENSIONS OF EASEMENT G1 AMENDED, TEXT OF DP240110 AMENDED. SEE 2023/1341 6/12/2023

Req:R853001 /Doc:DP 1293554 P /Rev:06-Dec-2023 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:1 of 9
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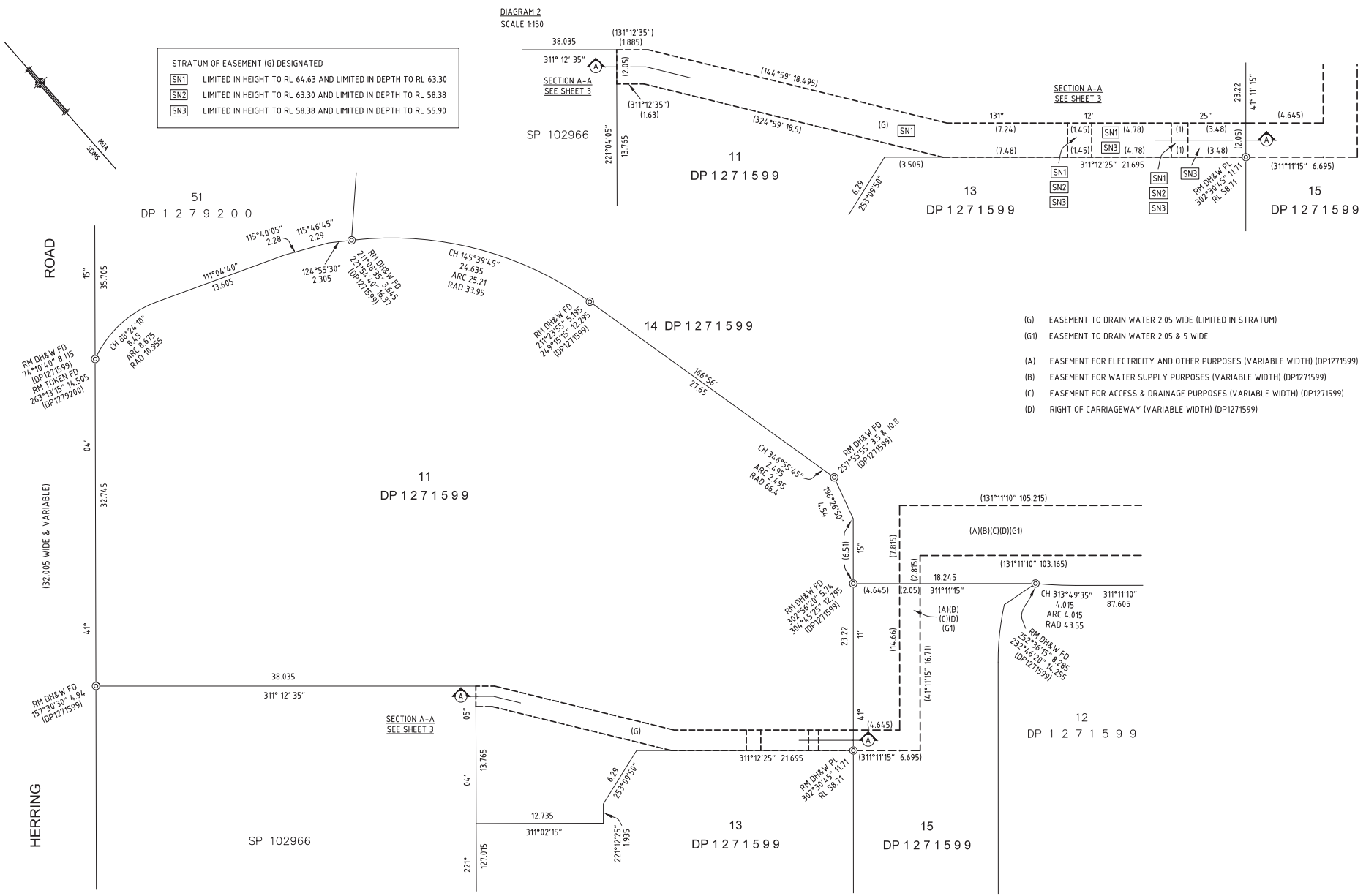

Surveyor: DAVID A SMITH Date of Survey: 18.04.2023 Surveyor's Ref: 1601644-DP A1 COLI	PLAN OF EASEMENT OVER LOTS 11, 13, 14 & 15 IN DP 1271599	LGA: RYDE Locality: MACQUARIE PARK Reduction Ratio 1:250 Lengths are in metres.	Registered 21/07/2023	DP1293554

Req:R853001 /Doc:DP 1293554 P /Rev:06-Dec-2023 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:2 of 9
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Req:R853001 /Doc:DP 1293554 P /Rev:06-Dec-2023 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:3 of 9
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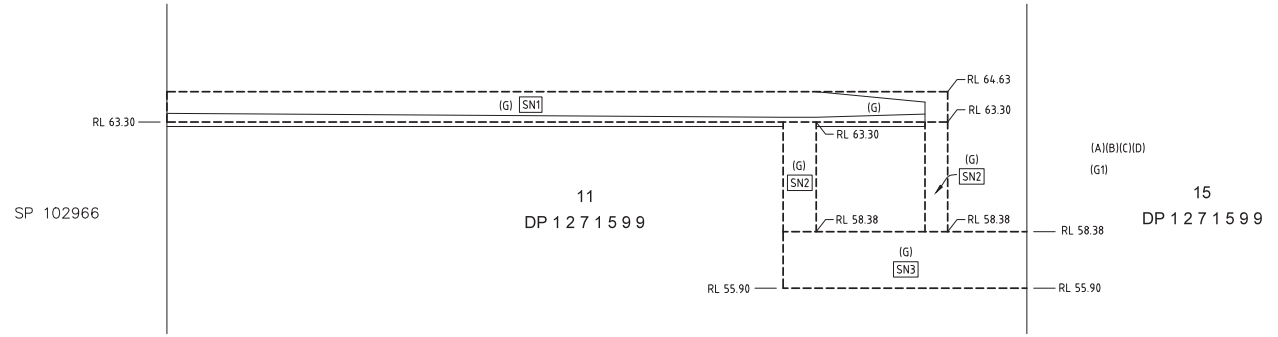
CO-ORDINATE SCHEDULE						
MARK	MGA COORDINATES		CLASS	PU	METHOD	STATE
	EASTING	NORTHING				
SSM 21836	325 640.667	6 260 789.464	B	0.02	FROM SCIMS	FOUND
PM 50023	325 216.807	6 260 319.291	B	0.02	FROM SCIMS	FOUND
SSM 108161	325 313.889	6 260 454.046	C	0.02	FROM SCIMS	FOUND
DATE OF SCIMS COORDINATES: 2.03.2023 MGA ZONE: 56 MGA DATUM: GDA2020						
COMBINED SCALE FACTOR: 0.999961						

HEIGHT SCHEDULE					
MARK	AHD VALUE	CLASS	PU	HEIGHT DATUM VALIDATION	STATE
SSM 108161	75.509	LC	0.02	SCIMS ADOPTED	FOUND
SSM 21836	62.412	LB	0.02	SCIMS DATUM VALIDATION	FOUND
HEIGHT DATUM: AHD71					

HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM 108161	SSM 21836	13.084	TRIG LEVELLING
HEIGHT DATUM: AHD71			



SECTION A-A
SCALE 1:150

STRATUM OF EASEMENT (G) DESIGNATED

SN1 LIMITED IN HEIGHT TO RL 64.63 AND LIMITED IN DEPTH TO RL 63.30
SN2 LIMITED IN HEIGHT TO RL 63.30 AND LIMITED IN DEPTH TO RL 58.38
SN3 LIMITED IN HEIGHT TO RL 58.38 AND LIMITED IN DEPTH TO RL 55.90

(G) EASEMENT TO DRAIN WATER 2.05 WIDE (LIMITED IN STRATUM)
(G1) EASEMENT TO DRAIN WATER 2.05 & 5 WIDE

(A) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (VARIABLE WIDTH)(DP1271599)
(B) EASEMENT FOR WATER SUPPLY PURPOSES (VARIABLE WIDTH) (DP1271599)
(C) EASEMENT FOR ACCESS & DRAINAGE PURPOSES (VARIABLE WIDTH) (DP1271599)
(D) RIGHT OF CARRIAGEWAY (VARIABLE WIDTH) (DP1271599)

Surveyor: DAVID A SMITH Date of Survey: 18.04.2023 Surveyor's Ref: 1601644-DP A1 COLI	PLAN OF EASEMENT OVER LOTS 11, 13, 14 & 15 IN DP 1271599	LGA: RYDE Locality: MACQUARIE PARK Reduction Ratio AS NOTED Lengths are in metres.	Registered 21/07/2023	DP1293554

Req:R853001 /Doc:DP 1293554 P /Rev:06-Dec-2023 /NSW LRS /Prt:16-Mar-2
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PLAN FORM 6 (2020) **WARNING: Creasing or folding will lead to rejection**

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 21/07/2023

Title System: TORRENS

Office Use Only

DP1293554

PLAN OF EASEMENT OVER LOT 11,13,14 & 15 IN DP 1271599

LGA: RYDE

Locality: MACQUARIE PARK

Parish: HUNTERS HILL

County: CUMBERLAND

Survey Certificate

I, DAVID ANTHONY SMITH,

of BEVERIDGE WILLIAMS & Co. PO Box 176, CARINGBAH, 1495

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on 18.04.2023 or

~~*(b) The part of the land shown in the plan (*being/*excluding **.....~~
~~.....)~~
~~was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on,....., the part not surveyed was compiled in accordance with that Regulation, or~~

~~*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.~~

Datum Line: 'X' –'Y' .....

Type: *Urban/~~*Rural~~

The terrain is *Level-Undulating / ~~*Steep-Mountainous.~~

Signature: ..... Dated: 10.5.2023

Surveyor Identification No: 192
Surveyor registered under
the *Surveying and Spatial Information Act 2002*

*Strike out inappropriate words.

**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

~~Crown Lands NSW/Western Lands Office Approval~~

~~I, ... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.~~

~~Signature: .....~~

~~Date: .....~~

~~File Number: .....~~

~~Office: .....~~

~~Subdivision Certificate~~

~~I, ...~~
~~*Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.~~

~~Signature: .....~~

~~Registration number: .....~~

~~Consent Authority: .....~~

~~Date of endorsement: .....~~

~~Subdivision Certificate number: .....~~

~~File number: .....~~

~~*Strike through if inapplicable.~~

Plans used in the preparation of survey/compilation.

DP1271599

Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.

Surveyor's Reference: 1601644-DP A1 COLI

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

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Office Use Only

Registered: 21/07/2023

Office Use Only

DP1293554

PLAN OF EASEMENT OVER LOT 11,13,14 & 15 IN DP 1271599

Subdivision Certificate number: .....

Date of Endorsement: .....

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

ADDRESSES NOT AVAILABLE AT THE TIME OF REGISTRATION

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

TO CREATE:

(1) EASEMENT TO DRAIN WATER 2.05 WIDE (LIMITED IN STRATUM) (G)
(2) EASEMENT TO DRAIN WATER 2.05 & 5 WIDE (G1)

TO RELEASE:

(1) EASEMENT TO DRAIN WATER 2 WIDE AND VARIABLE (DP1244080)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1601644-DP A1 COLI

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DocuSign Envelope ID: B61C3B98-8E73-4C4C-9ACE-2ADD40DA7A8F

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 6 sheet(s)

Office Use Only

Registered: 21/07/2023

Office Use Only

DP1293554

PLAN OF EASEMENT OVER LOT 11,13,14 & 15 IN DP 1271599

Subdivision Certificate number: .....

Date of Endorsement: .....

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

EXECUTION BY THE REGISTERED PROPRIETORS:

Signed by **New South Wales Land and Housing Corporation** by its duly authorised delegate, and I hereby certify that I have no notice of revocation of such delegation, in the presence of

DocuSigned by:
EDBA62778EAC433...
28 June 2023 07:42 AM

Signature of delegate

DocuSigned by:
2DC603FB0CE5409...
28 June 2023 19:03 PM

Signature of witness

Pat Petrulla

Name of delegate (print)

Adriana Malin

Name of witness (print)

program Director,
Delivery Division North

Office held

4 Parramatta Square, 12 Darcy St, Parramatta, NSW 2150

Address of witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1601644-DP A1 COLI

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Office Use Only

Registered: 21/07/2023

Office Use Only

DP1293554

PLAN OF EASEMENT OVER LOT 11,13,14 & 15 IN DP 1271599

Subdivision Certificate number: .....

Date of Endorsement: .....

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Approved Form 10

Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.

The seal of The Owners – Strata Plan No 102966. was affixed on 30/6/2023 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: ..... Name: ESTHER LEE Authority: Strata Managing Agent

THE OWNERS - STRATA PLAN No. 102966 Common Seal

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1601644-DP A1 COLI

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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 5 of 6 sheet(s)

Office Use Only

Registered: 21/07/2023

Office Use Only

DP1293554

PLAN OF EASEMENT OVER LOT 11,13,14 & 15 IN DP 1271599

Subdivision Certificate number: .....

Date of Endorsement: .....

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Approved Form 13

Certificate of Owners Corporation

Special Resolution

The owners corporation certifies that on 30/6/2023 , it passed a special resolution, pursuant to the Strata Schemes Development Act 2015, authorising the dealing or plan with this certificate.

The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) *Strata Schemes Development Act 2015.*

The seal of The Owners – Strata Plan No 102966 was affixed on 30/6/2023 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: ..... Name: ESTHER LEE Authority: Strata Managing Agent

THE OWNERS - STRATA PLAN No. 102966 Common Seal

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1601644-DP A1 COLI

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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 6 of 6 sheet(s)

Office Use Only

Registered: 21/07/2023

Office Use Only

DP1293554

PLAN OF EASEMENT OVER LOT 11,13,14 & 15 IN DP 1271599

Subdivision Certificate number: .....

Date of Endorsement: .....

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Approved Form 14

Certificate of Owners Corporation

Creating a benefit or releasing a burden

The owners corporation certifies that on 30/6/2023, it passed an ordinary resolution, pursuant to section 34(2) *Strata Schemes Development Act 2015,* accepting the dealing or plan and 88B instrument with this certificate. The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

The seal of The Owners – Strata Plan No 102966 was affixed on 30/6/2023 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

THE OWNERS - STRATA PLAN No. 102966 Common Seal

Approved Form 23

Attestation

The seal of the Owners - Strata Plan No 102966 was affixed on ^ 30/6/2023 in the presence of the following person authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: ..... Name: ESTHER LEE Authority: Strata Managing Agent

THE OWNERS - STRATA PLAN No. 102966 Common Seal

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1601644-DP A1 COLI

Req:R853002 /Doc:DP 1293554 B /Rev:21-Jul-2023 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:1 of 6
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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 Conveyancing Act 1919.

Lengths are in metres

Plan: DP1293554

Plan of Easement over Lot 11, 13, 14 & 15 in D.P. 1271599
Covered by Councils Certificate No _____
Dated:

Full name and address of owner of the land:

New South Wales Land and Housing Corporation
PO Box 4009 Ashfield BC NSW 1800

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, Profits 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 TO DRAIN WATER 2.05 WIDE (LIMITED IN STRATUM) (G)	11/1271599	CP/SP102966
2	EASEMENT TO DRAIN WATER 2.05 & 5 WIDE (G1)	14/1271599	11/1271599, 15/1271599, CP/SP102966
		15/1271599	11/1271599, CP/SP102966
		13/1271599	11/1271599, 14/1271599, 15/1271599, CP/SP102966

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, Profits 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 TO DRAIN WATER 2 WIDE AND VARIABLE (DP1244080)	11,13,14 in DP1271599	CP/SP102966 51/1247523

Req:R853002 /Doc:DP 1293554 B /Rev:21-Jul-2023 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:2 of 6
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

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 Conveyancing Act 1919.

Lengths are in metres

Plan: DP1293554

Plan of Easement over Lot 11, 13, 14 & 15 in D.P. 1271599
Covered by Councils Certificate No _____
Dated:

Part 2 (Terms)

1. **Terms of Easement to Drain Water 2.05 wide (Limited in Stratum) (G) numbered item 1 in the plan.**

   An easement to drain water with the terms set out in Part 3 of Schedule 8 of the *Conveyancing Act 1919.*

2. **Terms of Easement to Drain Water 2.05 & 5 wide (G1) numbered item 2 in the plan.**

   (a) An easement to drain water with the terms set out in Part 3 of Schedule 8 of the *Conveyancing Act 1919*.

   (b) When and to the extent that any part of the easement site is located within a public road dedicated under the *Roads Act 1993*, that part of parts of the easement site will be released on dedication of that public road.

Req:R853002 /Doc:DP 1293554 B /Rev:21-Jul-2023 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:3 of 6
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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 Conveyancing Act 1919.

Lengths are in metres

Plan: DP1293554

Plan of Easement over Lot 11, 13, 14 & 15 in D.P. 1271599
Covered by Councils Certificate No _____
Dated:

Approved Form 10

Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.

The seal of The Owners – Strata Plan No 102966 was affixed on 30/6/2023 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: ..... Name: ESTHER LEE Authority: Strata Managing Agent

THE OWNERS - STRATA PLAN No. 102966 Common Seal

Approved Form 13

Certificate of Owners Corporation

Special Resolution

The owners corporation certifies that on 30/6/2023, it passed a special resolution, pursuant to the Strata Schemes Development Act 2015, authorising the dealing or plan with this certificate.

The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) *Strata Schemes Development Act 2015.*

The seal of The Owners – Strata Plan No 102966 was affixed on 30/6/2023 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: ..... Name: ESTHER LEE Authority: Strata Managing Agent

THE OWNERS - STRATA PLAN No. 102966 Common Seal

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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 Conveyancing Act 1919.

Lengths are in metres

Plan: DP1293554

Plan of Easement over Lot 11, 13, 14 & 15 in D.P. 1271599
Covered by Councils Certificate No _____
Dated:

Approved Form 14

Certificate of Owners Corporation

Creating a benefit or releasing a burden

The owners corporation certifies that on 30/6/2023, it passed an ordinary resolution, pursuant to section 34(2) *Strata Schemes Development Act 2015*, accepting the dealing or plan and 88B instrument with this certificate. The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

The seal of The Owners – Strata Plan No 102966 was affixed on 30/6/2023 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: ..... Name: ESTHER LEE Authority: Strata managing agent

THE OWNERS - STRATA PLAN No. 102966 Common Seal

Approved Form 23

Attestation

The seal of the Owners - Strata Plan No 102966 was affixed on ^ 30/6/2023 in the presence of the following person authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: ..... Name: ESTHER LEE Authority: Strata managing agent

THE OWNERS - STRATA PLAN No. 102966 Common Seal

Req:R853002 /Doc:DP 1293554 B /Rev:21-Jul-2023 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:5 of 6
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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 Conveyancing Act 1919.

Lengths are in metres

Plan: DP1293554

Plan of Easement over Lot 11, 13, 14 & 15 in D.P. 1271599
Covered by Councils Certificate No _____
Dated:

Execution by Registered Proprietor:

Signed by New South Wales Land and Housing Corporation by its duly authorised delegate, and I hereby certify that I have no notice of revocation of such delegation, in the presence of

DocuSigned by:
EDBA62778EAC433...
28 June 2023 07:42 AM

Signature of delegate

DocuSigned by:
2DC603FB0CE5409...
28 June 2023 19:03 PM

Signature of witness

Pat Petrulla

Name of delegate (print)

Adriana Malin

Name of witness (print)

Program Director,
Delivery Division North

Office held

4 Parramatta Square, 12 Darcy St, Parramatta NSW 2150

Address of witness

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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 Conveyancing Act 1919.

Lengths are in metres

Plan: DP1293554

Plan of Easement over Lot 11, 13, 14 & 15 in D.P. 1271599
Covered by Councils Certificate No _____
Dated:

Execution by Transport for NSW (formerly Roads and Maritime Services)

Signed by **Transport for NSW** by its authorised signatory in the presence of

M Hughes
M Hughes (Jun 27, 2023 16:34 GMT+10)

Signature of authorised signatory

Electronic signature of me, Michael Hughes, affixed by me, or at my direction, on 27 June 2023.

Signature of witness

Michael Hughes

Name of authorised signatory (print)

Brent Williamson

Name of witness (print)

Director Land Information Group

Office held

TfNSW - 680 George Street, Sydney

I both witnessed the signature of the deponent in real time and satisfied myself by audio visual link meeting ID: 446 818 239 068 on 27 June 2023 at 16:00 I am reasonably satisfied that this document, sent to me electronically by the deponent Michael Hughes on 27 June 2023 is a true copy of the document signed by the deponent. This copy is signed in accordance with section 14G of the Electronic Transactions Act 2000.

REGISTERED: 21/07/2023

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Lodger Details

Lodger Code	504011J
Name	J S MUELLER & CO
Address	240 PRINCES HWY ARNCLIFFE 2205
Lodger Box	1W
Email	JEFFREYMUELLER@MUELLERS.COM.AU
Reference	AM:41191

Land Registry Document Identification

AU650886

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP102966	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP102966
Other legal entity

Meeting Date

05/11/2024

Added by-law No.	
Details	By-Law No. 15
Amended by-law No.	
Details	Not Applicable
Repealed by-law No.	
Details	By-Law No. 15

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Conditions and Provisions
See attached Approved forms

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
The Certifier has retained the evidence supporting this Registry Instrument or Document.
The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP102966
Signer Name	JEFFREY STEVEN MUELLER
Signer Organisation	PARTNERS OF J S MUELLER & CO
Signer Role	PRACTITIONER CERTIFIER
Execution Date	06/12/2024

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:2 of 64
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JS MUELLER & CO
LAWYERS

STRATA PLAN NO. 102966

CONSOLIDATION OF BY-LAWS

ANNEXURE "A"

The seal of The Owners - Strata Plan No. 102966 was affixed on 5th December 2024 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: ..... Electronic signature of me Esther Lee Affixed at my direction on 05/12/24 at 8:45pm

Name(s): Esther Lee .....

Authority: Strata Managing Agent .....



Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:3 of 64
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TABLE OF CONTENTS

Strata Plan No. 102966 – Consolidation of By-Laws 5

1 Definitions and interpretation 5

2. Standing and parking vehicles (Dealing AS622685) 13

3. Car Wash Bay 15

4. Obstruction of Common Property 15

5. Plants on Common Property 15

6. Damage to Common Property 16

7. Behaviour of Owners and Occupiers 17

8. Owners and Occupiers are responsible for Invitees 19

9. Waste Disposal 20

10 Cleaning windows and doors 22

11. Storage of inflammable liquids and other substances and materials 23

12. Moving Furniture and other objects on or through Common Property 24

13. Air Conditioning System 26

14. Floor Coverings 26

15. Keeping of Animals (Added) 28

16. Appearance of Lot 31

17. Use of Lot 35

18. Central Landscaped Area 38

19. Insurance Premiums 39

20. Carrying out Major Building Works, Minor Renovation Works and Cosmetic Works 39

21 Refurbishment of Common Property 43

22 Owners Corporation may carry out work 43

23. Rules 44

24 Agreement with Building Manager 44

25 Advertising 45

26 Work, health and safety 46

27 Provision of amenities or services 47

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:4 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

28 Security and fire safety 48

29. Security keys and alarms 50

30 Restricting access 51

31 Embedded Network 52

32 Notice board 53

33 Authority's Conditions 54

EXECUTION PAGE 63

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:5 of 64
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Strata Plan No. 102966 – Consolidation of By-Laws

1 Definitions and interpretation

1.1 Statutory definitions

In this instrument, unless the context clearly indicates otherwise, a word or expression has the meaning given to it in the Strata Management Act if it is:

(a) defined in that act; and

(b) used but not defined in this instrument

1.2 Further definitions

The meanings of the terms used in this instrument are set out below.

Term	Meaning
Advertising	any sign, placard, banner, notice or other marketing material.
Affected Common Property	the meaning given to that term in by-law 20.1.
Affected Common Property Area	the meaning given to that term in by-law 17.4(c).
Air Conditioning System	air conditioning plant and associated pipes, wires, cables and ducts installed at any time.
Authority	any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, statutory or other authority, tribunal, agency or entity, or the local council or a Minister of the Crown.

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:6 of 64
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Term	Meaning
Balcony	the areas shown on the Strata Plan as being a balcony or any other area generally considered to have the attributes of a balcony (such as a terrace or courtyard) as determined by the Strata Committee.
Building	the residential-improvements constructed on the Land and known as 'Neue',137-143 Herring Road, Macquarie Park.
Business Day	a day that is not a Saturday, Sunday, bank holiday, or gazetted public holiday in Sydney.
Building Manager	the meaning given to that term in by-law 24.
Building Management Agreement	the meaning given to that term in by-law 24.
Building Services	any services provided on or through the Common Property to a Lot whether by the Owners Corporation or otherwise and includes all plant and equipment in connection with those services whether or not that plant and equipment is located on the Common Property.
Building Services Agreement	the meaning given to that term in by-law 27.3(a), and may comprise part of the Building Management Agreement.
Car Wash Bay	the area of the Common Property marked 'Car Wash Bay' on the Strata Plan.
Central Landscaped Area	the areas of the Common Property which are marked 'Central Landscaped Area' on the Strata Plan being the central landscaped area with barbeque facility on the Land for use by the Owners and Occupiers of the relevant Lots and any Invitee.
Common Property	the common property in the Strata Scheme.

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:7 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

Term	Meaning
Cosmetic Works	works of a cosmetic nature including: 1. installing or replacing hooks, nails or screws for hanging paintings and other things on walls; 2. installing or replacing handrails; 3. painting; 4. filling minor holes and cracks in internal walls; 5. laying carpet; 6. installing or replacing built-in wardrobes; 7. installing or replacing internal blinds and curtains; and 8. any other work prescribed by the regulations under the Strata Management Act as 'Cosmetic Work'.
Developer	China Overseas Sydney Pty Limited ACN 609 778 583.
Embedded Network	means a network and system in the Building for the supply of Embedded Network Services to the Building and Lots in the Building, and includes associated equipment and fittings located within the Common Property.
Embedded Network Supplier	means an entity that supplies an Embedded Network Service.
Embedded Network Services	may include but are not limited to the supply of: 1. water; 2. water treatment or services; 3. energy or power; 4. gas; 5. telecommunications; or 6. air conditioning.
Garbage Chute System	the system connected to the garbage chutes in the Building and any plant, pipes, wires, cables, ducts, plates, pumps associated with that garbage chute system.

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:8 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

Term	Meaning
Initial Period	has the same meaning as it does in the Strata Management Act.
Initial Period Restrictions	means the restrictions on the powers of owners corporations pursuant to section 26 of the Strata Management Act.
Invitee	any person on the Strata Parcel with the express or implied consent of the Owner or Occupier.
Land	the land comprised in folio identifier 100/1267897.
Lift Service Agreement	the meaning given to that term in by-law 27.4(a) and may comprise part of the Building Management Agreement.
Lot	a lot in the Strata Plan.
Major Building Works	any work of a building or construction nature where the work will penetrate affect or alter the Common Property in any way, including: 1 the installation of a toilet, basin or other plumbing items (but only to the extent that the work will penetrate, affect or alter the Common Property in any way); 2 the installation of a bathroom, kitchen or other items forming part of the general fit out of a Lot (but only to the extent that the work will penetrate, affect or alter the Common Property in any way); 3 the alteration or removal of structural walls in a Lot; 4 the creation of openings in non-structural Common Property walls between 2 Lots owned by the same Owner; 5 the installation of any fixed or permanent pergola, awning or other sun or weather shading device (but only to the extent that the work will penetrate, affect or alter the Common Property in any way); 6 work involving structural changes; 7 work that changes the external appearance of a Lot, including the installation of an external access ramp; 8 work involving waterproofing; and 9 any other work not described by the Strata Management Act or

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:9 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

Term	Meaning
	prescribed by the regulations under the Strata Management Act as 'Minor Renovations' or 'Cosmetic Work'.
Make Good	the obligation of an Owner to make good the Affected Common Property Area to the reasonable satisfaction of the Owners Corporation. For the avoidance of doubt, this includes restoring the concrete slab to its original condition as at the date prior to the installation of any item which attaches to or penetrates the concrete slab.
Minor Renovation Works	include but are not limited to work for the purposes of the following: 1 renovating a kitchen; 2 changing recessed light fittings; 3 installing or replacing wood or other hard floors; 4 installing or replacing wiring or cabling or power or access points; 5 work involving reconfiguring non-structural walls; and 6 any other work prescribed by the regulations under the Strata Management Act as 'Minor Renovations', provided any work of a building or construction nature does not penetrate, affect or alter the Common Property except in a minor way.
Occupier	1 a lessee; 2 a licensee; or 3 other person, not being an Owner, lessee or licensee that is in lawful occupation, of a Lot.
Owner	1 a person registered or entitled to be registered as proprietor; 2 a mortgagee in possession; or 3 a covenant chargee in possession, of a Lot.
Owners Corporation	the owners corporation created upon registration of the Strata Plan.

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:10 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

Remote Controlled Parking Barrier	'That's My Spot Automatic (Remote Controlled) Parking Lock and Parking Barrier – Long Rocker – TMS – APL2, or similar device.
Refurbish	includes but is not limited to any of the following: 1 the treatment of Common Property by painting, staining or polishing, as applicable or otherwise; 2 the replacement of any floor covering in Common Property, including carpet and floor tiles which are worn or damaged and in need of replacement; and 3 the replacement of loose furnishings and chattels which are worn or damaged and in need of replacement.
Removals	the meaning given to that term in by-law 12.1(a).
Residential Garbage Room	the area of the Common Property which is marked 'Garbage Room' on the Strata Plan.
Representative	a person appointed by the Strata Committee to represent and vote for the Owners Corporation at meetings of the Committee.
Rules	the meaning given to that term in by-law 23.1.
Security Key	a key, card, fob, proximity reader or other device used to open and close doors, lifts, gates and other means of regulating ingress and egress into and out of the Building.
Selling and Leasing Activities	selling and leasing activities in, on and about the Land, the Building and the Common Property undertaken by the Developer.
Strata Committee	the meaning given to that term in the Strata Management Act.
Strata Management	the *Strata Schemes Management Act 2015* (NSW), as may be

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:11 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

Term	Meaning
Act	amended, varied or replaced.
Strata Manager	a strata managing agent appointed under the Strata Management Act by the Owners Corporation and, if no person is for the time being so appointed, the secretary of the Owners Corporation.
Strata Parcel	the Land the subject of the Strata Scheme.
Strata Plan	the strata plan with which this instrument is registered.
Strata Scheme	the strata scheme created on registration of the Strata Plan.
Timber Decking	any timber decking installed on the Balcony of a Lot.
Vehicle	any passenger vehicle that has a height no greater than 2.1 metres which can be parked wholly within an Australian Standards compliant car space, including a car, utility, motorbike, boat, and bicycle and also includes any trailer related to the relevant vehicle.

1.3 Interpretation

In this instrument unless the context clearly indicates otherwise:

(a) a reference to a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Authority an owners corporation, any other organisation or legal entity as well as an individual;

(b) a reference to a person includes their personal representatives, successors and assigns;

(c) a reference to a corporation includes its successors and assigns;

(d) a reference to a body or Authority which ceases to exist is, unless otherwise prescribed by law, a reference to either a body or Authority that the parties agree to substitute for the named body or Authority or, failing agreement, to a body or Authority having substantially the same objects as the named body or Authority;

(e) 'including' and 'includes' are not words of limitation;

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:12 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

(f) the words 'at any time' mean 'at any time and from time to time';

(g) the word 'vary' includes 'add to, delete from and cancel';

(h) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument;

(i) a reference to a clause, paragraph, schedule, attachment or annexure is a reference to a clause, paragraph, schedule, attachment or annexure of or to this instrument;

(j) a reference to a document is a reference to a document of any kind, including a plan;

(k) a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;

(l) a reference to a time is to that time in Sydney;

(m) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;

(n) a requirement to do any thing includes a requirement to cause that thing to be done;

(o) a word that is derived from a defined word has a corresponding meaning;

(p) the singular includes the plural and vice-versa;

(q) words importing one gender include all other genders;

(r) a reference to a thing includes each part of that thing; and

(s) an obligation or warranty on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally.

1.4 Headings and index

By-law headings and the index are inserted for convenience and do not affect the interpretation of this instrument.

1.5 Notices

(a) Any notice, demand, approval, request or communication under this instrument must be in writing.

(b) For the avoidance of doubt, the Owners Corporation or Strata Manager may serve notices under this instrument by email or other electronic means of communication.

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:13 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

1.6 Consents by the Owners Corporation

(a) Consent by the Owners Corporation may be given on conditions, and the Owner obtaining the consent must comply with those conditions.

(b) The Owners Corporation may revoke its consent (acting reasonably) at its option.

(c) The operation of this by-law 1.6 is subject to specific rights under any other by-law.

1.7 Applications and complaints

An Owner or Occupier must make any application or complaint to the Owners Corporation in writing and address it to the Strata Manager.

2. Standing and parking vehicles (Dealing AS622685)

2.1 On Common Property

An Owner or Occupier must not stand or park any motor or other vehicle (including shopping trolleys or other motorised conveyance) on Common Property except with the prior approval of the Owners Corporation..

2.2 Visitor and disability parking and Invitees

a. Without limiting by-law 2.1, an Owner or Occupier must not stand or park any motor or other vehicle (including shopping trolleys or other motorised conveyance) in any visitor parking space, disability parking space or car parking area (other than the car parking area comprising the relevant part of the Owner's Lot) within the Strata Parcel.

b. An Invitee of an Owner, Occupier or Owners Corporation:

(1) may stand or park any motor vehicle in any visitor parking space that comprises Common Property; and

(2) subject to by-law 2.2(b)(1), must not stand or park any motor or other vehicle (including shopping trolleys or other motorised conveyance) in any car parking area (other than the car parking area comprising the relevant part of the Owner's Lot) within the Strata Parcel.

c. An Invitee of an Owner or Occupier may not stand or park any motor or other vehicle in any visitor parking space as permitted under by-law 2.2(b) for longer than 24 hours in total within any 7 day period, or for any one period of more than 6 hours.

d. If an Invitee of an Owner or Occupier does not comply with any section of this by-law 2, the Building Manager has the authority to:

(1) Restrict the security device of the Owner or Occupier (or the Invitee's Owner or Occupier) so that the vehicle access through the Car Park driveway is restricted but not restrict access into their own Lot(s); and/or

(2) Use a device (such as, but not limited to, wheel-clamping and parking barriers, chains or bollards) to restrict the vehicle of the Invitee or an Owner or the Occupier and on-charge and administrative costs associated with using the device to the Owner or Occupier (or the Invitee's Owner or Occupier).

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:14 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

2.3 Bicycles

(a) An Owner or Occupier may only use those parts of the Common Property shown on the Strata Plan as 'Bicycle Racks' for the purpose of the parking of non-motorised bicycles.

(b) The use of spaces in the 'Bicycle Racks' is conditional on adequate space being available. If a space is not available the Owner or Occupier must store the non-motorised bicycle or bicycles within the relevant Owner's Lot or storage space for the relevant Lot.

(c) The Owners Corporation may request that Owner or Occupier remove their non-motorised bicycles if in the reasonable opinion the Owners Corporation believes that the Owner or Occupier is not actively using the space.

(d) If an Owner or Occupier is notified under by-law 2.3(c) to remove their non-motorised bicycle the Owner or Occupier must remove the non-motorised bicycle within 5 Business Days from the 'Bicycle Racks'.

(e) If an Owner or Occupier, after notice provided under by-law 2.3(d), consistently fails to comply with matters set out in by-law 2.3 then the Owners Corporation may terminate the right of that Owner or Occupier to use those parts of the Common Property shown on the Strata Plan as 'Bicycle Racks' and may remove the Owner's or Occupier's bicycle or bicycles from the Common Property and dispose of them at the Owner's or Occupier's cost.

(f) An Owner or Occupier must not permit any bicycle to be brought into any part of the Common Property including the foyers, lifts, 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, except where the bicycle is being directly transported for the purpose of being stored within:

  (1) an Owner or Occupier's Lot or any storage space or car parking area affiliated with such Lot; or

  (2) any area allocated for Invitees to the Building to store or park their bicycles.

(g) An Owner or Occupier may not ride or transport bicycles on any driveway ramps in the Building or to or from the street level and the basement car park levels of the Building.

(h) Bicycles that are in a state of disrepair (being bicycles that are not fit for use) must not be stored on those parts of the Common Property shown on the Strata Plan as 'Bicycle Racks'.

(i) By-law 2.3(a) may not be amended unless the Owners Corporation has obtained the prior written approval of any relevant Authority to the proposed amendment.

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:15 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

3. Car Wash Bay

(a) The Car Wash Bay may only be used:

(1) for washing of Vehicles; and

(2) between the hours of 6.00am and 9.00pm or other hours as nominated from time to time by the Owners Corporation.

(b) All Owners and Occupiers must:

(1) comply with all relevant laws and with any rules made by the Owners Corporation in respect of the Car Wash Bay from time to time; and

(2) leave the Car Wash Bay in a clean and tidy condition and remove all rubbish after use.

(c) No motor or other vehicles may be parked in the Car Wash Bay (other than for the purposes of car washing).

(d) Vehicles must not be left in the Car Wash Bay unattended.

4. Obstruction of Common Property

(a) An Owner or Occupier must not, and must not allow its Invitees to, obstruct or allow the obstruction of the legal use of Common Property by any person without the prior approval of the Owners Corporation.

(b) An Owner or Occupier must not, and must not allow its Invitees to, leave anything on the Common Property including items such as rubbish, shopping trolleys, packaging materials, and anything destined for delivery to a Lot, Owner or Occupier, except as otherwise permitted under these by-laws or with the prior approval of the Owners Corporation.

5. Plants on Common Property

An Owner or Occupier must not, except with the prior approval of the Owners Corporation:

(a) damage any tree, shrub, plant or flower on Common Property;

(b) damage any landscape feature or irrigation system on Common Property; or

(c) use any portion of the Common Property for their own purposes (such as use as a garden).

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:16 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

6. Damage to Common Property

6.1 Not to cause damage

(a) An Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, anything that forms part of Common Property except with the prior approval of the Owners Corporation.

(b) An Owner or Occupier must immediately inform the Owners Corporation upon becoming aware of any material damage or a significant accident within the Owner's Lot or in the Common Property.

6.2 No additions to Common Property

An approval given by the Owners Corporation under by-law 6.1 cannot authorise any additions to Common Property.

6.3 Security, decorations, painting etc.

(a) Subject to by-laws 6.3(b), 6.4 and 6.5, this by-law 6 does not prevent an Owner or person authorised by an Owner from:

(1) installing any safety device to improve safety within the Owner's Lot;

(2) installing any structure or device to prevent harm to children;

(3) installing any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot; or

(4) painting, staining or polishing, as applicable, the internal surfaces of the walls in the Owner's Lot.

(b) An Owner or Occupier must not:

(1) install or affix any device on; or

(2) paint, stain or polish,

any surface or wall forming part of a Balcony.

6.4 Security devices

An Owner or Occupier must obtain the prior consent of the Owners Corporation before installing any locking or other safety device, screen, structure or device referred to in by-laws 6.3(a)(1), 6.3(a)(2) and 6.3(a)(3), and without limiting any conditions that may be imposed by the Owners Corporation, each of those items must:

(a) be installed in a competent and proper manner;

(b) in the case of a deadlock or peephole, comply with by-law 16.10 and be installed by an authorised locksmith and comply with minimum requirements from time to time of any relevant Authority and be approved by the fire systems certifier appointed by the Owners Corporation;

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:17 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

(c) comply with any guidelines and aesthetic standards prescribed by the Owners Corporation from time to time in connection with its appearance and installation; and

(d) have an appearance after it has been installed in keeping with the appearance of the rest of the Building.

6.5 Owner to maintain

(a) Despite section 106 of the Strata Management Act, the Owner of a Lot must:

(1) maintain and keep in a state of good and serviceable repair any locking or other safety device, screen, structure or device referred to in by-law 6.3 that forms part of Common Property and that services that Lot; and

(2) repair any damage caused to any part of Common Property by the installation or removal of any locking or other safety device, screen, structure or device referred to in by-law 6.3 that forms part of Common Property and that services that Lot.

(b) In the event of any failure by the Owner or Occupier of a Lot to comply with any provision of by-law 6.5(a), then the Owners Corporation will be entitled to recover from the Owner of that Lot all additional costs incurred by the Owners Corporation as a result of such failure. Such additional costs will be a debt due and payable on demand by the Owner of that Lot to the Owners Corporation.

6.6 Operation of by-law

The operation of this by-law 6 is subject to specific rights and obligations under any other by-law.

7. Behaviour of Owners and Occupiers

7.1 Noise

An Owner or Occupier must not create any noise likely to interfere with the peaceful enjoyment of any part of the Strata Parcel by another Owner or Occupier or any person lawfully on the Strata Parcel.

7.2 No offensive behaviour

While within the Strata Parcel or the Building, an Owner or Occupier and each Invitee of an Owner or Occupier must be adequately clothed and must not use language or behave in a manner likely to:

(a) cause offence or embarrassment to another Owner or Occupier or to any other person lawfully on the Strata Parcel or in the Building; or

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:18 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

(b) detrimentally affect the amenity of the neighbourhood surrounding the Building

7.3 No illegal or immoral purpose

(a) An Owner or Occupier must not do anything, or use the Lot for any purpose, that may cause a nuisance or hazard or for any illegal or immoral purpose or f any other purpose that may endanger the good reputation of the Strata Scheme.

(b) For the purpose of this by-law 7.3, "immoral purpose" includes the use of any Lot:

(1) to house sex workers;

(2) as a brothel;

(3) as a massage parlour (remedial or otherwise); and

(4) for the dispensation of restricted substances, including pharmaceuticals and homeopathic medicines.

7.4 No smoking

(a) An Owner or Occupier must ensure that smoke caused by the smoking of tobacco or any other substance by the Owner or Occupier, or any Invitee, with a Lot does not penetrate to the Common Property or any other Lot.

(b) A person who is permitted under this by-law 7.4 to smoke tobacco or any othe substance on Common Property must ensure that the smoke does not penetrate to any Lot.

(c) An Owner or Occupier must not, and must not allow its Invitees to, smoke tobacco or any other substance on the Common Property, except:

(1) in an area designated as a smoking area, if any, by the Owners Corporation; or

(2) with the written approval of the Owners Corporation.

7.5 No skateboards etc.

An Owner or Occupier on Common Property must not use or ride a skateboard, roller blades or any other similar means of transport on the Strata Parcel.

7.6 Children

An Owner or Occupier must not permit any child of whom the Owner or Occupier has control to play on Common Property within the Building or the Strata Parcel or, unless accompanied by an adult exercising effective control, to be or to remain on Common Property comprising a laundry, lift, car parking area, communal room or other area of possible danger or hazard to children.

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:19 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

8. Owners and Occupiers are responsible for Invitees

8.1 Reasonable steps

An Owner or Occupier must take all reasonable steps to ensure that each Invitee of the Owner or Occupier:

(a) complies with these by-laws and any applicable Rules;

(b) leaves the Strata Parcel if the Invitee does not comply as required under by-law 8.1(a); and

(c) does not do anything an Owner or Occupier is not itself entitled to do under these by-laws or any applicable Rules, including behave in a manner likely to interfere with the peaceful enjoyment of another Owner or Occupier or any other person lawfully on the Strata Parcel.

8.2 Tenants

If an Owner or Occupier leases or licenses its Lot, or part of its Lot, the Owner or Occupier:

(a) must give the tenant or licensee a copy of these by-laws and any applicable Rules;

(b) must take reasonable steps to ensure the tenant or licensee and any Invitees comply as required by by-law 8.1(a) or leave the Strata Parcel;

(c) must ensure that any leasing of any Lot is recorded under the terms of a residential lease under the *Residential Tenancies Act 2010* (NSW);

(d) must take all action reasonably available to it, including action under the lease or licence agreement, to ensure the tenant or licensee and any Invitees comply as required by by-law 8.1(a) or leave the Strata Parcel; and

(e) remains responsible at all times for the acts or omissions of any lessee or licensee of its Lot.

8.3 Invitees to be accompanied

An Owner or Occupier must accompany its Invitees whilst in the Building at all times other than when those Invitees are entering or leaving the Building or the Strata Parcel.

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:20 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

9. Waste Disposal

9.1 Depositing waste and other material on Common Property

Subject to this by-law 9 an Owner or Occupier must not deposit or throw on Common Property any waste, dirt, dust or other material or discarded item except with the prior approval of, or as directed by, the Owners Corporation.

9.2 Residential Garbage Room and garbage chutes

(a) An Owner or Occupier must not access or use the Residential Garbage Room, except with the prior written approval of the Owners Corporation.

(b) Each residential floor of the Building has garbage chutes fitted with a Garbage Chute System to divert and discharge garbage into separate bins at the base of each chute.

(c) An Owner or Occupier may dispose of garbage and waste (other than recyclable materials and animal waste) in:

(1) the garbage chutes located on each residential floor of the Building, subject to the Owner or Occupier using the Garbage Chute System to divert the garbage and waste into the bins allocated for garbage and waste located at the base of the chute; and

(2) the bins allocated for garbage and waste in the areas determined from time to time by the Owners Corporation.

(d) An Owner or Occupier may dispose of recyclable material in:

(1) the recycle bins located on each residential floor of the Building; and

(2) the bins allocated for recyclable material located in the areas determined from time to time by the Owners Corporation.

(e) Animal waste must not be disposed of in the Residential Garbage Room or placed in the garbage chutes unless the animal waste is securely and appropriately bagged.

(f) Garbage, trade waste or recyclable material must not be placed outside the Building at any time.

(g) No Owner of Occupier may use any compactor or other heavy machinery in the Residential Garbage Room, except with the prior written approval of the Owners Corporation.

9.3 Owners Corporation obligations

(a) The Owners Corporation is responsible for:

(1) procuring the collection of garbage and recyclable materials from the recycle bins located on each residential floor of the Building and the Residential Garbage Room; and

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:21 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

(2) subject to by-law 9.6, procuring the cleaning and maintenance of the garbage chutes, the Garbage Chute System and all bins located on each residential floor and in the Residential Garbage Room.

(b) Cleaning and maintenance of the Garbage Chute System must be in accordance with the manufacturers guidelines for cleaning and maintenance of the Garbage Chute System.

9.4 Council Collection

(a) The Owners Corporation acknowledges that the Council or a private contractor may be responsible for collecting the garbage and recyclable materials only from the Residential Garbage Room.

(b) Garbage, trade waste or recyclable material must not be placed outside the Building at any time.

9.5 Owner and Occupier obligations

An Owner or Occupier must:

(a) comply with all requirements of the Owners Corporation or any Authority in respect of the disposal and recycling of waste;

(b) ensure that garbage and waste (other than recyclable materials) are drained and securely wrapped before placing it in a garbage bin allocated for garbage and waste or garbage chute;

(c) ensure that recyclable materials are cleaned and emptied, but not bagged, before being placed in a garbage bin allocated for recyclable materials;

(d) ensure that they comply with any applicable waste and recycling guidelines and the operating instructions for the Garbage Chute System;

(e) ensure that bottles are drained and cleaned and are not broken before placing them in the receptacle garbage container designated for that purpose and that bottles, glass or liquids are not deposited in a garbage chute;

(f) ensure that all broken glass is safely and securely wrapped before placing it in the receptacle garbage container designated for that purpose;

(g) ensure that no large items are placed in a garbage chute that might cause a blockage, and that all large items are placed in the bulky goods area on level B1 of tower B;

(h) flatten cartons or boxes before placing in a garbage bin allocated for recyclable materials;

(i) contact the Building Manager or, if there is no Building Manager, the Strata Manager to arrange (at the cost of the Owner or Occupier) removal of large articles of waste, large quantities of recyclable material or liquids that are poisonous or environmentally dangerous; and

(j) not leave waste on Common Property other than in the appropriate area in the Residential Garbage Room or in the appropriate receptacle.

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:22 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

9.6 Blockages

(a) If an Owner or Occupier does not comply with by-law 9.5, and as a result the Garbage Chute System is blocked the Owner or Occupier must contact the Building Manager or, if there is no Building Manager, the Strata Manager to arrange the blockage to be cleared (at the cost of the Owner or Occupier).

(b) If an Owner or Occupier does not comply with by-law 9.6(a), the Owners Corporation can clear the blockage, and is entitled to recover from the Owner of that Lot all the Owners Corporation's costs of clearing the blockage. Such costs shall be a debt due and payable on demand by the Owner of that Lot to the Owners Corporation.

9.7 Cleaning up spills

(a) An Owner or Occupier must immediately clean up any spillage of trade waste, garbage or recyclable material on Common Property which is caused by that owner or occupier.

(b) If an Owner or Occupier does not comply with by-law 9.7(a), the Owners Corporation can do so and can charge the Owner or Occupier a reasonable fee for doing so.

9.8 Waste associated with Major Building Works, Minor Renovation Works and Cosmetic Works

Despite the other provisions of this by-law 9, the Owner or Occupier must arrange for the removal of all waste associated with any Major Building Works, Minor Renovation Works or Cosmetic Works and must not leave any waste associated with any Major Building Works, Minor Renovation Works or Cosmetic Works in the Common Property, including the Residential Garbage Room.

9.9 In-sink waste disposal systems

An Owner or Occupier must not install an in-sink waste disposal system in any part of its Lot.

10 Cleaning windows and doors

10.1 Cleaning of glass surfaces

(a) Except in the circumstances referred to in by-law 10.2, an Owner or Occupier of a Lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of its Lot, including so much as is Common Property, to ensure that the good appearance of the Building is maintained.

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:23 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

(b) If an Owner or Occupier does not carry out its obligations under by-law 10.1(a), the Owners Corporation can exercise the powers granted to it under by-law 22 to ensure the good appearance of the Building is maintained.

10.2 Owners Corporation obligations

The Owners Corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the Owner or Occupier of the Lot safely or at all.

10.3 Access

The Owners and Occupiers of a Lot must give the Owners Corporation, its agents, employees and contractors access to the Lot for the purpose of carrying out work under this by-law 10. The Owners Corporation must, wherever reasonably possible give to the Occupiers of a Lot prior notice before entering the Lot (except in the case of an emergency when no notice is necessary).

11. Storage of inflammable liquids and other substances and materials

11.1 General prohibition

An Owner or Occupier must not, except with the prior approval of the Owners Corporation, use or store on the Strata Parcel any inflammable chemical, liquid, gas or other material.

11.2 Limited exceptions

Subject to by-law 16.6, this by-law 11 does not apply to:

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes or otherwise in connection with the lawful use of a Lot, that are only kept in reasonable quantities and which do not invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:24 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

12. Moving Furniture and other objects on or through Common Property

12.1 Notice

(a) An Owner or Occupier (or any person on behalf of an Owner or Occupier) must not move any goods and equipment, or any item of furniture or large object through Common Property (**Removals**) unless sufficient notice (at least 2 Business Days) has first been given to the Owners Corporation or its nominated representative so as to enable it to:

(1) book the lift which is specified by the Owners Corporation for Removals;

(2) ensure the use of protective covers for surfaces forming part of Common Property are in place;

(3) give notice of any necessary security arrangements;

(4) notify any representative of the Owners Corporation (if considered necessary); and

(5) arrange for its nominee to be present at the time when the Owner or Occupier (or person on behalf of the Owner of Occupier) does so.

(b) If a Building Management Agreement is entered into and if the tasks under this by-law 12.1 are to be carried out by the Building Manager under the Building Management Agreement the Owner or the Occupier must give the notice referred to in by-law 12.1(a) to the Building Manager.

12.2 Bond

(a) If the Owners Corporation requests, an Owner or Occupier must provide a bond or payment in a reasonable amount to the Owners Corporation as security for:

(1) the reasonable costs for services which supply the Common Property (e.g. electricity);

(2) the rectification costs of any damage caused; or

(3) costs associated with clean up required,

as a result of or in connection with the Removals,

(b) The Owners Corporation may apply the bond or payment received under by-law 12.2(a) towards:

(1) reasonable costs for services which supply the Common Property (e.g. electricity);

(2) the rectification costs for any damage caused; and

(3) costs associated with the disposal of any rubbish or construction materials or cleaning required.

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:25 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

as a result of or in connection with the Removals by the Owner or Occupier if the Owner or Occupier (as applicable) has failed to carry out such rectification within a reasonable time.

(c) If the Owners Corporation requests, an Owner or Occupier must provide a payment in a reasonable amount to the Owners Corporation for:

(1) the Building Manager or, if there is no Building Manager, the Strata Manager or other moving co-ordinator to oversee the Removal; and

(2) the installation of lift protection or other services relating to the Removal.

12.3 Permitted hours

Removals may only be carried out on Monday to Saturday between the permitted hours determined by the Owners Corporation from time to time.

12.4 Owner or occupier obligations

An Owner or Occupier of a Lot must ensure that:

(a) all Removals are to be carried out in the lift booked with the Strata Committee or the Building Manager;

(b) all areas are protected from damage when carrying out Removals and all rubbish is removed from the Strata Parcel and its surrounds;

(c) all Removals are transported in the manner reasonably directed by the Strata Committee or the Building Manager; and

(d) all deliveries whatsoever, particularly deliveries by removalist trucks or otherwise are to be made or received from those areas in the Common Property in the Building or the Strata Parcel designated for such purposes.

12.5 Damage

In the event of any damage to the Common Property resulting from a failure by the Owner or Occupier of a Lot to comply with the provisions of this by-law 12, then the Owners Corporation may repair such damage, and is entitled to recover from the Owner of that Lot all the Owners Corporation's costs of undertaking such repairs. Such costs shall be a debt due and payable on demand by the Owner of that Lot to the Owners Corporation.

12.6 Definitions

For the purposes of this by-law 12, "goods and equipment" includes construction materials, construction equipment and the like.

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:26 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

13. Air Conditioning System

The Owner or Occupier of a Lot, where an Air Conditioning System exclusively servicing the Lot is partly in the Lot and partly in Common Property or is wholly in Common Property, has the right of exclusive use and enjoyment of and a special privilege in respect of that Air Conditioning System on the following conditions:

(a) the Owner or Occupier:

(1) indemnifies the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this by-law 13 and the use of the Air Conditioning System;

(2) must comply with all requirements of any Authority in connection with the Air Conditioning System;

(3) is responsible for:

(A) the running costs of the Air Conditioning System;

(B) the proper maintenance of, and keeping in a state of good and serviceable repair, the Air Conditioning System; and

(C) the renewal or replacement of the Air Conditioning System, if necessary; and

(b) the Owners Corporation is to continue to be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Common Property contiguous to the Air Conditioning System.

14. Floor Coverings

14.1 Noise minimisation

An Owner or Occupier must not do anything to the floor space within its Lot that may increase the transmission of noise from the floor space likely to disturb the peaceful enjoyment of another Owner or Occupier.

14.2 Floor finish

Without limiting the requirements of this by-law 14, if an Owner is using a floor finish within an Owners Lot other than carpet, the minimum sound transmission standard to be achieved for the floor finish must be the standard prescribed, at the time of installation, by the 5-star rating of the Association of Australian Acoustic Consultants as stated in the latest edition of that association's 'Guidelines for Apartment and Townhouse Acoustic Rating'.

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:27 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

14.3 Change to flooring

(a) This by-law 14.3 does not apply where an Owner or Occupier (with the Owner's prior consent) proposes to change any flooring within a Lot to carpet or to replace existing carpet with new carpet.

(b) An Owner or Occupier (with the Owner's prior consent) proposing to change any flooring within a Lot must apply to the Owners Corporation for approval prior to undertaking any change to the flooring.

(c) An Owner or Occupier (with the Owner's prior consent) who wishes to change any flooring within a Lot must first apply to the Owners Corporation for written approval to change the flooring, which will not be unreasonably withheld, provided the application contains sufficient information to enable the Owners Corporation to satisfy itself that the requirements of this by-law 14 regarding noise transmission will be satisfied.

(d) Without limiting the generality of the information that the Owners Corporation may request in connection with an application for approval to change flooring, an Owner may be required to include with any application a report from a qualified acoustic engineer addressed to the Owners Corporation stating that:

(1) the acoustic engineer has analysed the proposed floor finish, the method of installation and the effect of sound transmission including impact noise following installation; and

(2) as a result of this analysis, the acoustic engineer is of the opinion that the proposed floor finish will not breach by-law 14.1 and will comply with by-law 14.2.

(e) Promptly after the installation of any flooring pursuant to this by-law 14.3, the Owner may be required to provide to the Owners Corporation a further report from a qualified acoustic engineer addressed to the Owners Corporation stating that:

(1) the acoustic engineer has tested the flooring as installed; and

(2) the resulting sound transmission complies with the parameters set out in by-law 14.2.

(f) Any Owner who replaces or Owner who consents to an Occupier replacing any flooring installed by the Developer or a previous Owner or Occupier takes sole responsibility for the cost of installation, repair, maintenance and replacement of the new floor covering and is solely responsible to the Owners Corporation if this by-law 14.3 is not complied with.

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:28 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

15. Keeping of Animals (Added)

a. Do you need consent to keep an animal?

i. An owner or occupier must get the prior written consent of the owners corporation to keep or bring an animal on their lot or the common property other than an animal permitted without consent under clause (b) of this by-law.

ii. The owners corporation must not unreasonably refuse to consent to an application for consent under this by-law. If it refuses consent, the owners corporation must give the applicant written reasons for its decision.

iii. An application for consent to keep an animal must be in the form required by the owners corporation and contain details reasonably required by the owners corporation.

iv. The owners corporation may request further information from the applicant before making its decision.

v. An occupier of a lot who is not the owner of that lot, must provide evidence of the owners consent to keep an animal.

vi. An owner or occupier is not permitted to undertake dog breeding or any other commercial activity involving animals from their lot.

b. What animals may you keep in your lot?

An owner or occupier may keep the following in their lot without getting the consent of the owners corporation:

i. goldfish or other similar fish in an indoor aquarium;

ii. a small, caged bird; or

iii. an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992 (Cth). If required by the owners corporation, an owner or occupier must provide evidence to the owners corporation.

c. What animals are prohibited?

Despite clause (a) of this by-law, an owner or occupier will not be given consent to keep, and must not keep a dangerous dog as defined under the Companion Animals Act 1998(NSW).

d. What are the conditions for keeping an animal?

The following conditions apply to every animal kept under clauses (a) and (b) of this by-law:

i. The animal owner must give the owners corporation, in a form it considers satisfactory, the following:

A. Microchip details;

B. vaccination records;

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:29 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

C. breed, age, sex, and a photo; and
D. training certificates (if it is a guide dog, hearing dog or other animal trained to help with a disability);

ii. the animal, where practical, must be identified by a tag attached to the collar worn by the animal with the name and telephone number of its owner;

iii. the animal may be on other common property areas only for the purpose of entering the owner's lot or leaving the owner's lot by the most direct route or means;

iv. the animal must be restrained on a lead or carried by hand or in a wheeled conveyance designed for the carriage of animals when on common property;

v. the animal owner must ensure the animal does not defecate or urinate on common property or any other lot and, if it does so, properly and hygienically dispose of the waste in a sealed plastic bag or impermeable container and thoroughly clean the area concerned;

vi. the animal owner must not enter a lift with the animal if there is another occupant in the lift at the time that states they do not wish to travel in the lift with the animal;

vii. the owner must not dispose of animal waste in any manner which is unhygienic or causes offensive odour;

viii. an animal owner must ensure an animal is not left unattended on any part of the lot not enclosed such as a balcony, terrace or car space;

ix. an animal owner must promptly remove animal waste from balconies or other open areas of their lot by means other than washing waste off the balcony or open area so that it deposits on another part of the strata scheme; and

x. other conditions included in a consent given by the owners corporation under clause (a) of this by-law.

e. Animal to be registered with the owners corporation

If an owner or occupier keeps an animal in their lot which permitted under this clause (b) of this by-law, they must register the animal with the owners corporation within 7 days of bringing the animal into the lot.

f. Visitors

An owner or occupier must not allow a visitor to bring an animal into their lot or common property unless:

i. the animal is a guide dog, hearing dog or other animal trained to help with disability; and

ii. the visitor needs the animal for that purpose.

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:30 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

g. Your other responsibilities

An owner or occupier must make sure that their animal:

i. makes no noise that causes unreasonable disturbance; and
ii. causes no damage to or loss of property or injury to any person.

h. Can the owners corporation require removal of an animal?

The owners corporation may serve a notice on an animal owner requiring that animal owner to remove their animal from the strata scheme and prohibiting its return if:

i. the owners corporation has issued a notice to an animal owner who has breached a condition imposed under this by-law and the owner again breaches that condition within 12 months of the notice;
ii. the animal owner consistently breaches conditions imposed under this by-law;
iii. it becomes offensive, vicious, aggressive, noisy or a nuisance or hazard to the owner or occupier of another lot; or
iv. it unreasonably interferes with the use or enjoyment of another lot or common property.

i. What information must a notice contain?

a. A notice requiring removal of an animal served under this by-law:
   i. must set out the condition breached;
   ii. the details of the breach;
   iii. the reasons for owners corporation's decision to require removal of the animal.
b. A notice requiring removal of an animal constitutes a withdrawal of any consent given under clause (a) and the animal must be removed from the strata scheme (and not returned) within 14 days from the notice date or such longer period as is specified in the notice.

j. Indemnity

Each animal owner indemnifies the owners corporation for any costs, expenses or losses which the owners corporation may be liable for arising out of or in connection with the keeping of an animal by that owner including without limitation:

i. damage to any property;
ii. injury to any person;
iii. cleaning the common property soiled by that owner's animal; and
iv. legal or administrative costs.

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:31 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

k. Payment on demand

Any cost, expense or liability payable by an owner under or in connection with this by-law is due and payable on written demand by or on behalf of the owners corporation and if not paid within 30 days bears interest at the rate fixed under section 85 of the Strata Schemes Management Act 2015.

16. Appearance of Lot

16.1 Externally visible items

(a) An Owner or Occupier must not, except with the prior approval of the Owners Corporation and any relevant Authority, maintain within the Lot anything visible from outside the Lot that, when viewed from outside the Lot, is not in keeping with the appearance of the rest of the Building.

(b) Any window or glass door which is visible from the outside of the Lot must display a blockout blind or curtain to the exterior of the relevant window or glass door. Any colour internally is acceptable but the backing of the blind or curtain must be matte white.

(c) Owners and Occupiers of Balconies must not, except with the prior approval of the Owners Corporation and any relevant Authority, install umbrellas or shade structures.

(d) An Owner or Occupier must not install:

(1) any fixed or permanent awning or other sun or weather shading device to the exterior to the Lot unless permitted under clause 20 ; or

(2) any security grilles to any exterior windows or doors on a Lot.

(e) An Owner or Occupier must obtain the prior consent of the Owners Corporation before installing any insect screens to any exterior windows or doors on a Lot and without limiting any conditions that may be imposed by the Owners Corporation, any insect screens must:

(1) be installed in a competent and proper manner;

(2) comply with any guidelines and aesthetic standards prescribed by the Owners Corporation from time to time in connection with its appearance and installation; and

(3) have an appearance after it has been installed in keeping with the appearance of the rest of the Building.

16.2 Hanging of washing and other items

An Owner or Occupier must not, except with the prior approval of the Owners Corporation, hang any washing, towel, bedding, clothing or other similar article on any part of its Lot or on Common Property in such a way as to be visible from outside the Lot.

16.3 Lattices or grilles

(a) Subject to by-law 16.3(b), an Owner or Occupier must not without the prior approval of the Owners Corporation affix any lattice or grille to any part of the Owner's Lot (including the storage space component of the relevant Lot).

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:32 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

(b) By-law 16.3(a) does not apply to prohibit the screening devices that enclosed the storage space component of any Lot as at the date of registration of the Strata Plan.

(c) Each Owner of a Lot with a screening device as described in this by-law 16.3:

(1) agrees that the relevant screening device does not form part of the Common Property; and

(2) must maintain and keep in a state of good and serviceable repair the screening device.

16.4 Windows and glass doors

(a) Subject to by-law 16.4(b), an Owner or Occupier must not without the prior approval of the Owners Corporation affix or permit the affixing of window tinting or other treatments to windows or glass doors on a Lot or on any Balcony forming part of a Lot (this does not include any curtain, blind or shutter).

(b) By-law 16.4(a) does not apply to prohibit the tinting to windows or glass doors of any Lot where that tinting existed as at the date of registration of the Strata Plan.

16.5 Balconies

Without limiting by-law 16.1, an Owner or Occupier:

(a) must not erect any walls, barriers, screens, blinds, wind breaks, sunscreens or similar items, or create by any other means an enclosure around the Balcony of the relevant Lot;

(b) must ensure that any Balcony furniture for the relevant Lot is of an appropriate design so as not to cause damage to any other property or other Lot or Common Property (including by being blown by wind onto or into another Lot);

(c) must ensure that any Balcony furniture for the relevant Lot is of a quality and design consistent with the standard of the Building;

(d) of a three bedroom roof terrace apartment must not damage waterproofing membranes when planting in planter boxes and must obtain the prior written approval of the Owners Corporation to place any heavy equipment or planters on the roof terrace (in order to ensure there is no damage to the roof structure and any waterproofing membranes);

(e) must not use the Balcony for the relevant Lot as a storage space;

(f) may only use a barbeque of a type prescribed by the Owners Corporation from time to time, and between the hours of 9.00am to 10.00pm or during other hours approved by the Owners Corporation;

(g) must not, when using a barbeque on the relevant Lot, unreasonably interfere with the use of and enjoyment of any other Lot by any other Owner or Occupier;

(h) must keep all internal gardens, planter boxes and Balconies clean, tidy and well maintained;

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:33 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

(i) must not place any item on the Balcony that would pose a climbing hazard; and

(j) when watering plants or soil make sure that the water does not go on to Common Property or another Lot.

16.6 Barbeques

(a) An Owner or Occupier may store and operate a portable barbeque on the balcony of a Lot if:

(1) it is a type permitted under this by-law 16.6;

(2) it will not or is not likely to cause damage;

(3) it is not or is not likely to become dangerous;

(4) does not cause smoke emission that disturbs the peaceful enjoyment of another Owner or Occupier;

(5) the Owner or Occupier keeps it covered when it is not in operation;

(6) the Owner or Occupier keeps it clean and tidy; and

(7) the Owner or Occupier complies with this by-law 16.6.

(b) In order to comply with the Building Code of Australia, Owners and Occupiers of a Lot which includes a Balcony may be prohibited from using a barbeque.

16.7 Security of items on Balconies

(a) Owners and Occupiers of Lots must ensure that any furniture, possessions and other items on Balconies are secured or safely stored in order to prevent any item from blowing away or falling from the relevant Balcony. Without limitation:

(1) umbrellas or sunshades are prohibited;

(2) lightweight injection moulded furniture is not permitted on Balconies; and

(3) all portable items (towels, toys, utensils) should be removed from any Balcony or stored securely when the Balcony is not in use.

(b) Owners and Occupiers are responsible for any damage or loss occasioned by items falling from their Balconies.

16.8 Use of water on Balconies

(a) An Owner or Occupier must:

(1) (other than Owners or Occupiers of a three bedroom roof top terrace which may use a water hose or water spraying apparatus if it does not cause overflow from the terrace), not use water hoses, or any other water spraying apparatus on any Balcony of a Lot, and must only use a watering can or other hand held watering device which is not connected to the main water supply;

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:34 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

(2) ensure that water does not overflow from the Balcony of their Lot;

(3) indemnify the Owners Corporation against any expense or liability arising from the overflow of water from the Balcony of their Lot to the extent such expense or liability is caused or contributed to by an act of the Owner or Occupier, including without limitation the cost of cleaning the windows of any other Lots; and

(4) pay in accordance with the direction of the Owners Corporation, any amount for which the Owner is liable under by-law 16.8(a)(3) within 14 days of service of a written notice from the Owners Corporation requiring payment and providing copies of all relevant invoices. If not so paid by the Owner or Occupier, the Owners Corporation may pay the invoices and may recover from the Owner the amount of the invoices together with the expenses of the Owners Corporation incurred in recovering this amount as a debt due from the Owner.

(b) An Owner and/or Occupier is responsible for any damage or loss occasioned by the overflow of water from the Balcony of their Lot to the extent such damage or loss is caused or contributed to by an act of that Owner and/or Occupier.

16.9 Lights

(a) Owners and Occupiers are responsible for the repair, maintenance and replacement of:

(1) all lights and associated transformers within a Lot; and

(2) all light fittings and bulbs on Balconies forming part of their Lot.

(b) Modifications to or replacement of a light fitting by an Owner or Occupier on their Balcony requires prior approval of the Owners Corporation in accordance with by-law 20.

(c) An Owner or Occupier must not remove or relocate any light fitting located within the ceiling of that Owner's Lot without first ascertaining whether insulation has been provided within the ceiling void of that Lot and the proposed relocation or removal of light fittings will not create a fire risk. If insulation is located within a ceiling void, light fittings must not be removed or relocated without first obtaining:

(1) a report of a suitably qualified acoustic engineer certifying that the proposed removal and relocation of light fittings will maintain the acoustic properties; and

(2) a report of a suitably qualified fire engineer certifying that the proposed removal and relocation of light fittings will not pose a fire hazard.

(d) Where the replacement of light fittings and bulbs may present a safety issue, then the Owner or Occupier of that Lot must employ (at its own cost) the services of a qualified contractor to replace or repair the light fitting or bulb.

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:35 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

16.10 Apartment entry doors

(a) Apartment entry doors are fire rated doors that are installed in accordance with the relevant fire safety standards and codes.

(b) Alterations or modifications to apartment entry doors, including peep holes, locks etc require prior approval of the Owners Corporation in accordance with by-law 20.

16.11 Transmission devices

An Owner or Occupier must not, except with the prior approval of the Owners Corporation, install on the Strata Parcel any radio or television aerial, satellite or any receiving or transmitting device, security device or associated wires.

16.12 Interference

An Owner or Occupier must not operate from the Strata Parcel any radio, transmitter, receiver, telecommunications device or electronic equipment that may interfere with any domestic appliance or apparatus lawfully in use on the Strata Parcel.

16.13 Timber Decking

An Owner of a Lot that has Timber Decking installed on the Balcony must:

(a) take all steps to ensure the proper maintenance of, and keeping in a state of good and serviceable repair, the Timber Decking; and

(b) oil the Timber Decking with a decking oil at least every twelve months; and

(c) renew or replace (if necessary) the Timber Decking, where repair is not feasible.

17. Use of Lot

17.1 Notification

An Owner or Occupier must notify the Owners Corporation if the Owner or 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).

17.2 Restrictions on leasing and occupancy generally

An Owner or Occupier must not:

(a) enter into a lease or other occupancy arrangement in respect of a Lot, where that lease or occupancy arrangement has a term of less than 3 months; or

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:36 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

(b) permit the Owners Corporation or an agent to advertise or organise for short term accommodation or share accommodation in the Building; or

(c) permit the number of persons (excluding children) ordinarily residing within a Lot to be more than:

(1) 6 persons, in the case of a Lot with 3 bedrooms;

(2) 4 persons, in the case of a Lot with 2 bedrooms; or

(3) 2 persons, in the case of a Lot with 1 bedroom or a studio; or

(d) permit more than 2 persons (excluding children) to occupy any bedroom; or

(e) permit more than 2 beds (excluding children's beds, cots or bassinets) in any bedroom.

17.3 Use of car parking area

If the Lot includes an area for car parking, that area must be used only for the purpose of parking a Vehicle related to the residence in that Lot and must not be used as an area for storage of any other items.

17.4 No enclosing car parking

(a) Subject to by-laws 17.4(b), 17.4(c) and 17.4(d), an Owner or Occupier must not erect any walls, barriers or similar items, or create by any other means an enclosure around any car parking area without the consent of the:

(1) Owners Corporation; and

(2) the City of Ryde Council (or any Authority that may replace it or perform substantially the same function as it).

(b) The relevant Owner or Occupier must maintain the works permitted under by-law 17.4(a) to the reasonable satisfaction of the Owners Corporation.

(c) If the installation of the works permitted under by-law 17.4(a) penetrates, affects or alters the Common Property (**Affected Common Property Area**) in any way, then the Owner must Make Good the Affected Common Property Area if the relevant Owner or Occupier removes the works permitted under by-law 17.4(a) from the Affected Common Property Area at any time.

(d) By-law 17.4(a) does not apply to Lots whose car parking areas, as at the date of registration of the Strata Plan, were enclosed.

17.5 Use of Remote Controlled Parking Barriers

(a) Subject to by-laws 17.5(b) and 17.5(c), an Owner or Occupier of a Lot has a special privilege in respect of the Common Property to attach and affix a Remote Controlled Parking Barrier within any car parking area that forms part of the Lot.

(b) The relevant Owner or Occupier must maintain the works permitted under by-law 17.5(a) to the reasonable satisfaction of the Owners Corporation.

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:37 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

(c) If the installation of the works permitted under by-law 17.5(a) penetrates, affects or alters the Common Property (**Affected Common Property Area**) in any way, then the Owner must Make Good the Affected Common Property Area if the relevant Owner or Occupier removes the works permitted under by-law 17.5(a) from the Affected Common Property Area at any time.

17.6 Use of storage space

(a) If the Lot includes an area for storage, that area must be used only for the purposes of storage related to the residence in that Lot and must not be used for any other purpose.

(b) An Owner or Occupier may, with the prior approval of the Owners Corporation (which may be given or withheld at its absolute discretion), install power points and additional lighting to the storage space component of the relevant Lot.

(c) In giving its consent under by-law 17.6(b) the Owners Corporation may impose reasonable conditions, including requirements for the Owner and Occupier to comply with the requirements of any Authority and including a requirement for the electricity to the storage space to be separately metered and for that electricity meter to be connected to the electricity meter for the relevant Lot.

(d) An Owner or Occupier must:

(1) not obstruct or otherwise interfere with the mechanical ventilation of any storage space and any fire services located in any storage space;

(2) comply with by-law 11 in respect of the types of substances and materials that may be stored in a storage space;

(3) be responsible for the repair and any damage caused to a storage space and Common Property as a result of the use of the storage space;

(4) ensure the storage space is kept clean and free of rubbish and vermin;

(5) provide and maintain their own security locks for the storage space; and

(6) not unreasonably restrict access to a storage space if access to the storage space is required by the Owners Corporation or any other Owner or Occupier for the purpose of carrying out maintenance in the facility of the storage space.

17.7 No leasing etc

(a) An Owner or Occupier must not lease, licence or part possession with the storage space or car parking area components comprising the Owner's or Occupier's Lot to any person other than a person residing in the Owner's or Occupier's Lot.

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:38 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

(b) By-law 17.7(a) may not be amended unless the Owners Corporation has obtained the prior written approval of any relevant Authority to the proposed amendment.

17.8 Permitted use

Nothing in this by-law 17 should be construed as authorising any Owner or Occupier of any Lot to change the use of his or her Lot. Any change of use of a Lot must comply with the requirements of City of Ryde Council and with all relevant and competent Authorities, and in accordance with these by-laws.

17.9 Residential use only

Subject to by-laws 17.3 and 17.5, an Owner or Occupier of a Lot must not use that Lot or any part of the Common Property for any use other than as residential premises.

18. Central Landscaped Area

(a) A person must not use the Central Landscaped Area unless that person is an Owner or an Occupier or an Invitee of an Owner or Occupier who is an adult and who is present in the Central Landscaped Area at the time as its Invitee.

(b) The Central Landscaped Area must only be used during the hours of 9.00am to 10.00pm or such other hours which may be nominated by the Owners Corporation and as displayed at the entry to the Central Landscaped Area.

(c) Children under the age of 14 years may only use the Central Landscaped Area when accompanied and supervised by an adult Owner or Occupier exercising effective control over them.

(d) Glass objects (including drinking glasses), food and sharp objects are not permitted in the Central Landscaped Area, other than any areas designated for food preparation and service.

(e) No plant or equipment within the Central Landscaped Area can be interfered with, operated or adjusted, except with the approval of the Owners Corporation.

(f) No users of the Central Landscaped Area are permitted to smoke while in or around the Central Landscaped Area.

(g) If any Owner or Occupier wishes to book any part of the Central Landscaped Area for its temporary exclusive use for a short period, that Owner or Occupier must, prior to using the area, obtain written approval from the Owners Corporation and pay a deposit reasonably set by the Strata Committee from time to time.

(h) All users of the Central Landscaped Area must abide by any rules established by the Strata Committee in respect of the Central Landscaped Area.

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:39 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

19. Insurance Premiums

19.1 Not to invalidate, etc

An Owner or Occupier must not, except with the prior approval of the Owners Corporation, do or permit to be done anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

19.2 Increased premium

If pursuant to by-law 19.1 an Owner or Occupier does something which may increase the premium for any insurance policy effected by the Owners Corporation, then the Owner of the relevant Lot must:

(a) pay to the Owners Corporation that increase in premium within 5 Business Days after notification by the Owners Corporation that payment is required; and

(b) comply with any other reasonable condition imposed by the Owners Corporation in connection with providing its approval under by-law 19.1.

20. Carrying out Major Building Works, Minor Renovation Works and Cosmetic Works

20.1 Permitted Major Building Works - conditions

If an Owner or Occupier (with the Owner's prior approval) wishes to carry out Major Building Works on the Lot relevant to the Owner or Occupier, and on so much of Common Property the use of which is reasonably necessary for the carrying out of the Major Building Works (**Affected Common Property**), the following conditions apply:

(a) each of the Owner and the Occupier indemnifies the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of, or injury to, any person arising out of the carrying out of the Major Building Works contemplated by this by-law 20 and the use of the result of the Major Building Works;

(b) the Owner and the Occupier must ensure that neither the carrying out of the Major Building Works nor the use of the result of the Major Building Works:

(1) except to the minimum amount necessary and required and subject to by-laws 20.2(g) and 20.2(h), damages, interferes with or interrupts any service lines, pipes or conduits whether Common Property or otherwise;

(2) except to the minimum amount necessary and required, and subject to by-laws 20.2(g) and 20.2(h), damages or interferes with a wall or any other boundary between Lots; or

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:40 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

(3) voids any warranties to which the Owners Corporation or another Owner or Occupier is entitled;

(c) if any pergola, awning or other sun or weather shading device is to be installed, other than any pergola, awning or other sun or weather shading device installed at the date of registration of the Strata Plan, its size and type must be designed and certified as appropriate by a qualified engineer;

(d) if any exhaust system is to be installed, other than any exhaust system installed at the date of registration of the Strata Plan, including a kitchen exhaust hood, its size and type must be certified as appropriate by a qualified mechanical consultant; and

(e) the Owner or Occupier must, if required by law, obtain the consent of all relevant Authorities.

20.2 Obligations on Owner or Occupier

An Owner or Occupier desiring to exercise rights under this by-law 20 must:

(a) before doing any Major Building Works:

(1) obtain from the Owners Corporation a registered by-law conferring a common property rights by-law in accordance with Division 2 of Part 7 of the Strata Management Act, in respect of the Affected Common Property on the Owner or Occupier (if applicable);

(2) pay all costs of the Owners Corporation in relation to obtaining a by-law under by-law 20.2(a)(1), including but not limited to fees for legal services in relation to the drafting of the by-law and fees for registration of the amended by-laws at Land and Property Information NSW;

(3) ascertain from the Building Manager or, if there is no Building Manager, the Strata Manager, where service lines, pipes and conduits are located;

(4) arrange with the Building Manager or, if there is no Building Manager, the Strata Manager suitable times and means by which access to the Lot may be obtained for the purposes of the Major Building Works;

(5) if the Owners Corporation so requests provide a certificate from a structural engineer or a services engineer or both that the proposed Major Building Works will not have any adverse effect on Common Property or any Lot;

(6) if the Owners Corporation so requests, provide evidence of such insurances as the Owners Corporation reasonably requires in connection with the Major Building Works to be carried out; and

(7) provide copies of all relevant Authority approvals required by law to the Owners Corporation;

(b) comply with the reasonable requirements of the Owners Corporation and the Building Manager or, if there is no Building Manager, the Strata Manager, about

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:41 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

the times and means by which access to the Lot is obtained and the Major Building Works are carried out;

(c) only use qualified, reputable and, where appropriate, licensed contractors who have been approved by the Owners Corporation;

(d) ensure that tradespeople and any persons involved in doing the Major Building Works comply with the reasonable requirements of the Building Manager or, if there is no Building Manager, the Strata Manager, about the times and means by which access to the Lot is obtained and the Major Building Works are carried out;

(e) not damage Common Property, including service lines, pipes of conduits or interfere with, or interrupt them or any of them;

(f) do the Major Building Works properly and to the reasonable satisfaction of any relevant Authority and, in respect of any Common Property which is affected, to the reasonable satisfaction of the Owners Corporation;

(g) repair any damage caused to Common Property or the property of another Owner or Occupier;

(h) cause as little disturbance as is reasonably practicable to the Owners and Occupiers of other Lots; and

(i) at the completion of the Major Building Works, if the Owners Corporation so requests, provide a certificate from a qualified consultant, or consultants, that neither the carrying out of the Major Building Works nor the use of the result of the Major Building Works has:

(1) damaged or interfered with, or will damage or interfere with, any waterproofing membrane or other membrane installed in Common Property; and

(2) detrimentally affected, or will detrimentally affect, the acoustic insulation of the Lot.

20.3 Owners Corporation may prescribe

The Owners Corporation may, for the purposes of this by-law 20 at any time prescribe the days and hours of the day during which access to the Lot may be obtained for the carrying out of Major Building Works.

20.4 Responsibility regarding walls

The Owners Corporation is not responsible for, and is not required to reinstate, any wall that has been altered or removed by an Owner or Occupier. The Owners Corporation is not responsible for any wall that has been constructed or added by an Owner or Occupier, even if the wall has been constructed on a boundary of a Lot.

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:42 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

20.5 Minor Renovation Works

(a) An Owner or Occupier must not carry out Minor Renovation Works within its Lot unless the relevant Owner or Occupier:

(1) provides to the Owners Corporation:

(A) details of the Minor Renovation Works (including copies of any plans);

(B) duration and times of the Minor Renovation Works;

(C) details of the persons carrying out the Minor Renovation Works, including qualifications to carry out such work; and

(D) arrangements to manage any resulting rubbish or debris;

(2) obtains the prior written consent of the Owners Corporation; and

(3) ensures that any damage caused by carrying out the Minor Renovation Works under this by-law 20.5 is repaired to the reasonable satisfaction of the Owners Corporation and the relevant Authority (if applicable),

and if required by the Owners Corporation by-laws 20.2(a)(5), 20.2(a)(6), 20.2(a)(7), 20.2(c), 20.2(h) and 20.2(i) will apply with the necessary changes.

(b) The Owners Corporation delegates its function under this by-law 20.5 to the Strata Committee until it directs the Strata Committee otherwise.

20.6 Cosmetic Works

An Owner or Occupier may carry out Cosmetic Works within its Lot without the consent of the Owners Corporation provided:

(a) consent is not otherwise required by these by-laws;

(b) the Owner or Occupier complies with all other requirements of these by-laws (eg prescribed standard or prohibitions including finishes or colours); and

(c) the Owner or Occupier ensures that any damage caused by carrying out the Minor Renovation Works under this by-law 20.6 is repaired to the reasonable satisfaction of the Owners Corporation and the relevant Authority (if applicable).

20.7 Standard of Major Building Works, Minor Renovation Works and Cosmetic Works

All Major Building Works, Minor Renovation Works and Cosmetic Works must be performed in a proper and workmanlike manner and must comply with all laws of any relevant Authority.

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:43 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

21 Refurbishment of Common Property

In addition to its powers under the Strata Management Act and under other by-laws, the Owners Corporation has the power to Refurbish Common Property.

22 Owners Corporation may carry out work

22.1 Owners Corporation rights

(a) The Owners Corporation may do anything on or in a Lot:

(1) which should have been done under these by-laws but has not been done or has not been done properly;

(2) to comply with these by-laws, including remedying, removing or restoring anything on that Lot which is prohibited under these by-laws; or

(3) to gain access to Common Property for any reasonable purpose (including to clean and maintain any part of the Building).

(b) If by-law 22.1(a) applies, the Owners Corporation (including any representative, contractor or agent) is entitled to:

(1) enter and remain on the Lot for as long as is necessary; and

(2) recover any costs associated with carrying out works under these by-laws from the Owner.

(c) The Owners Corporation must indemnify Owners 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 Owners Corporation of the rights conferred by this by-law 22.1.

22.2 Notice

An Owner or Occupier must consent to the Owners Corporation entering onto a Lot to carry out work reasonably required to discharge or give effect to the Owners Corporation's obligations to repair and maintain the Strata Scheme so long as:

(a) reasonable notice is given to the Owner and Occupier whose Lot the Owners Corporation must enter; and

(b) the Owners Corporation uses reasonable endeavours to cause as little inconvenience as possible to the Owner and Occupier affected.

22.3 Strata Management Act

By-laws 22.1 and 22.2 are in addition to the powers of the Owners Corporation under the Strata Management Act.

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:44 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

23. Rules

23.1 Owners Corporation may make Rules

In addition to its powers under the Strata Management Act and under other by-laws, the Owners Corporation has the power under this by-law 23 to make rules about the control, management, operation, use and enjoyment of the Strata Parcel generally and Common Property or a part of it, in particular (**Rules**). The Rules may include colour codes and landscaping codes that apply to anything visible from outside the Lot, including any Balcony.

23.2 Variation

The Owners Corporation may vary Rules at any time.

23.3 Inconsistency

If a Rule is inconsistent with the Strata Management Act, any by-law or a requirement of an Authority, the Strata Management Act, the by-law or the requirement of an Authority, as the case may be, prevails to the extent of the inconsistency.

23.4 Binding

Rules bind an Owner and Occupier and any person on the Strata Parcel with the express or implied consent of an Owner or Occupier or the Owners Corporation.

24 Agreement with Building Manager

24.1 Building Management Agreement

(a) In addition to its powers under the Strata Management Act, the Owners Corporation has the power under this by-law 24 to appoint and enter into an agreement (**Building Management Agreement**) with an appropriately qualified person (**Building Manager**) to provide facilities management, asset maintenance, contract management, operational services and do anything else that the Owners Corporation agrees is necessary for the management and operation of the Strata Parcel or the Strata Scheme, at a fee.

(b) The duties of the Building Manager under a Building Management Agreement may include, without limitation:

(1) caretaking, supervising and servicing Common Property;

(2) supervising the cleaning, repair, maintenance, renewal or replacement of Common Property;

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:45 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

(3) arranging for the inspection and certification of plant and equipment as required by law;

(4) providing services to the Owners Corporation, Owners and Occupiers including, without limitation, the services of a handyperson and cleaning services;

(5) supervising employees and contractors of the Owners Corporation;

(6) coordinating and managing collection of garbage and recyclable materials; and

(7) doing anything else that the Owners Corporation or Strata Manager agrees is necessary for the operation and management of the Building.

24.2 Cost

The cost of any Building Management Agreement is payable by all Owners on a unit entitlement basis.

24.3 Interference

An Owner or Occupier or any Invitee must not:

(a) interfere with or stop the Building Manager performing their obligations or exercising their rights under their agreement with the Owners Corporation; or

(b) interfere with or stop the Building Manager using such parts of the Common Property as the Owners Corporation permits them to use from time to time.

25 Advertising

25.1 Prohibition

An Owner or Occupier must not erect, display, affix or exhibit in the Strata Parcel any Advertising visible from any Lot or the Common Property or from outside the Strata Parcel, including any "for sale" or "for lease" signage.

25.2 Exception for Developer

The Developer may, without obtaining the approval of the Owners Corporation, erect, display, affix or exhibit Advertising on the Common Property, or on any Lot of which Developer is the Owner or Occupier, in connection with Selling and Leasing Activities.

25.3 Developer obligations

In erecting, displaying, affixing or exhibiting Advertising in accordance with by-law 25.2, the Developer must:

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:46 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

(a) use reasonable endeavours to ensure that other Owners or Occupiers are caused as little inconvenience as is reasonably practicable;

(b) cause any damage resulting from the Advertising to be repaired on a timely basis and in a good and workmanlike manner; and

(c) comply with all requirements of any Authority in respect of erecting, displaying, affixing or exhibiting Advertising under by-law 25.2.

25.4 Display unit

The Developer may, without obtaining the approval of the Owners Corporation, use any Lot of which the Developer is the Owner or Occupier, as a display unit in connection with Selling and Leasing Activities.

26 Work, health and safety

26.1 No hazard to be created

An Owner or Occupier of a Lot must not create any hazard that may breach work health and safety standards or cause a breach of such standards. This by-law 26 refers to work health and safety standards referable to Australian Standards or under the provisions of the *Work Health and Safety Act 2011* (NSW).

26.2 Included matters

This by-law 26 refers to matters like:

(a) safe balustrade heights;

(b) safe driving in car parks; and

(c) weight and positioning of planters on Balconies.

26.3 Concerns

If an Owner or Occupier of a Lot has any concerns in relation to this by-law 26 it should discuss those concerns with the Building Manager or, if there is no Building Manager, the Strata Manager.

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:47 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

27 Provision of amenities or services

27.1 Determination

The Strata Committee 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:

(a) security;

(b) services;

(c) window cleaning;

(d) garbage disposal and recycling services;

(e) electricity, water or gas supply;

(f) telecommunication services (for example, cable television);

(g) landscape maintenance;

(h) lift services;

(i) energy management services; and

(j) any other amenities or services deemed appropriate by the Owners Corporation.

27.2 Amounts payable

If the Strata Committee determines 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 payable for the amenity or service or the basis on which that amount is calculated and the conditions on which it will provide the amenity or service.

27.3 Building Services

(a) The Owners Corporation must establish a contract for the repair, replacement, service and maintenance of each of the Building Services installed within Common Property within the Building (each a **Building Services Agreement**). Each Building Services Agreement must require servicing and maintenance of all relevant plant and equipment as often as is recommended by the manufacturer.

(b) The cost of each Building Services Agreement is payable by all Owners on a unit entitlement basis.

27.4 Lifts on Common Property within the Building

(a) The Owners Corporation must establish a contract for the repair, replacement, service and maintenance of all building lifts installed within Common Property within the Building (**Lift Service Agreement**). The Lift Service Agreement must

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:48 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

require servicing and maintenance of all lift plant and equipment as often as is recommended by the manufacturer.

(b) The cost of the Lift Service Agreement for the building lifts is payable by all Owners on a unit entitlement basis.

(c) Owners and Occupiers must:

(1) not allow children to operate any lifts; and

(2) obey the instructions regarding use and operation of lifts issued from time to time by the Strata Committee; and

(3) take all reasonable steps to ensure that any Invitees to or Occupiers of their lots are aware of the requirements of and comply with this by-law 27.

28 Security and fire safety

28.1 Owners Corporation responsibility

The Owners Corporation must take reasonable steps to:

(a) stop intruders coming into the Building; and

(b) prevent fires and other hazards.

28.2 Security systems

The Owners Corporation may install and operate in the Common Property audio-visual security cameras and other audio-visual surveillance equipment for the security of the Building, and make arrangements with third parties about the installation and maintenance of such equipment.

28.3 No interference

An Owner or Occupier must not:

(a) interfere with the security equipment installed by the Owners Corporation; or

(b) do anything that might prejudice the security or safety of the Building or its occupants.

28.4 Fire and security doors

An Owner or Occupier must take reasonable care to make sure that fire and security doors are locked or closed when not being used.

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:49 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

28.5 Fire control

The Owners Corporation and each Owner and Occupier must comply with all laws about fire safety and control and must:

(a) not use or interfere with fire safety and control devices and equipment within a Lot or on Common Property except in the case of an emergency, including without limitation painting over or otherwise interfering with any fire or smoke detectors installed within a Lot;

(b) at all reasonable times, provide access to their Lot to the Owners Corporation (or to contractors engaged by it) for the purposes of inspection, maintenance, repair or replacement of any fire safety and control devices and equipment located in, or accessible only from within, the Lot;

(c) not interfere with the fire stair door operation or any door alarm system;

(d) not obstruct any fire stairs or fire escapes in the Building; and

(e) take all reasonable steps to ensure compliance with the fire laws and the requirements of City of Ryde Council and any other relevant and competent authority regarding fire regulations.

28.6 Equipment

In order to carry out the above matters and any of its other obligations, the Owners Corporation may:

(a) install and operate fire safety and control devices and equipment; and

(b) make arrangements with third parties about the installation, maintenance and operation of such fire safety and control devices and equipment.

28.7 Cost recovery

Without limiting the foregoing, in the event of any failure by the Owner or Occupier of a Lot to comply with any provision of by-law 28.5, then the Owners Corporation will be entitled to recover from the Owner of that Lot all additional costs incurred by the Owners Corporation as a result of such failure. Such additional costs will be a debt due and payable on demand by the Owner of that Lot to the Owners Corporation.

28.8 Cost of fire services

An Owner or Occupier must reimburse the Owners Corporation for all costs (including any fees charged by an Authority or fire monitoring service) associated with a false alarm from a fire alarm system for the Building where the cause of the false alarm was due to an act or omission of that Owner or Occupier. Such additional costs will be a debt due and payable on demand by the Owner of that Lot to the Owners Corporation.

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:50 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

28.9 Fire inspections

(a) An Owner or Occupier must cooperate with the Owners Corporation and its agents with regard to annual fire inspections of a Lot.

(b) If an Owner or Occupier does not comply with by-law 28.9(a) and a reinspection is required, the Owners Corporation may pay the cost of the reinspection and recover this amount as a debt due and payable on demand from the Owner of that Lot to the Owners Corporation.

29. Security keys and alarms

29.1 Owners Corporation to issue

The Owners Corporation will make available to Owners and Occupiers not less than one set of Security Keys necessary to enable Owners and Occupiers to access the Strata Parcel and the Building for the purpose of passing over Common Property and car parking driveways as necessary to access their Lot.

29.2 Fee

The Owners Corporation may charge a fee for the provision of any additional Security Keys as determined by the Strata Committee from time to time.

29.3 Owner and Occupier responsibilities

Each Owner and Occupier to whom a Security Key is made available must:

(a) exercise a high degree of caution and responsibility in making Security Keys available for use by other persons;

(b) not duplicate or permit any Security Key to be duplicated;

(c) take all reasonable steps to ensure that Security Keys are not lost;

(d) immediately notify the Owners Corporation if a Security Key is lost, stolen or damaged; and

(e) pay replacement costs to the Owners Corporation for any lost, stolen or damaged Security Key.

29.4 Alarms

The Owners Corporation must not unreasonably withhold consent to an application by an Owner or Occupier to install a security alarm on its Lot if:

(a) the alarm has "back to base" facilities;

(b) the alarm is silent ; and

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:51 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

(c) the alarm does not have flashing lights or, if the alarm does have flashing lights, those flashing lights are not visible from outside the Lot.

29.5 Additional or replacement Security Keys

An Owner or Occupier may obtain additional or replacement Security Keys by contacting the Building Manager or, if there is no Building Manager, the Strata Manager and by-law 29.3(e) applies.

29.6 Managing the Security System

(a) The Owners Corporation has the power to:

(1) re-code Security Keys;

(2) require any Owners or Occupiers to promptly return that person's Security Keys to the Committee to be re-coded; and

(3) enter into agreements with contractors, the Strata Manager or the Building Manager about the provisions and management of security systems generally.

(b) If in the reasonable opinion of the Owners Corporation an Owner or Occupier has recklessly or deliberately misused or compromised the Security Key system then the Owners Corporation may require that Owner or Occupier to pay for the reasonable costs associated with re-coding Security Keys relating to that Owner or Occupier and other lot owners or occupiers compromised by that Owner's or Occupier's act or omission.

30 Restricting access

30.1 General provisions

The Owners Corporation may for security reasons or effective control and management of the Building:

(a) close off or restrict access to parts of Common Property which are not required for access to any Lot except those parts of Common Property if any, that are subject to an easement for public access or exclusive use rights; and

(b) restrict, by security device, access to levels in the Building where an Owner or Occupier does not own or occupy a Lot or have exclusive use rights or special privilege over Common Property.

30.2 Access to the roof of the Building

(a) If the roof of the Building comprises part of Common Property, the Owners Corporation may prohibit access to the roof of the Building by any person

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:52 of 64
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(whether an Owner or an Occupier) unless that person has the prior consent of the Owners Corporation, the Strata Manager or the Building Manager.

(b) If the roof of the Building comprises part of a Lot, then the Owner or Occupier of that Lot must allow the Owners Corporation to access the roof of the Building at all reasonable times and on reasonable notice.

31 Embedded Network

31.1 Power to enter into agreement

The Owners Corporation has the power to appoint and enter into agreements with Embedded Network Suppliers for the installation of an Embedded Network in the Building for the supply of Embedded Network Services to Lots and Common Property and for the services of electricity and centralised serviced hot water generally. The Owners Corporation may exercise its power under this by-law in its capacity as a member of the Committee and in its capacity as an owners corporation.

31.2 Initial Period

The Owners Corporation may enter into an agreement with an Embedded Network Supplier during the Initial Period.

31.3 Delegation of functions

Despite any other by-law, the Owners Corporation cannot delegate its functions or the functions of the Strata Committee to an Embedded Network Supplier.

31.4 Agreement during the Initial Period

If the Owners Corporation enters into an agreement with an Embedded Network Supplier during the Initial Period:

(a) if the agreement appoints an Embedded Network Supplier to assist the Owners Corporation in the management, control or use of Common Property and the term of the agreement extends beyond the date of the first annual general meeting of the Owners Corporation (or other minimum period permitted by law), or otherwise falls within the Initial Period Restrictions, then the agreement must be ratified by the Owners Corporation at the first annual general meeting;

(b) the Owners Corporation may agree to pay the Embedded Network Supplier market based rates for the supply of Embedded Network Services and market based fees for performing Embedded Network Services under the agreement;

(c) the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the supply of Embedded Network Services to the Common Property and all Owners in respect of the supply of Embedded Network Services to the Lots;

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:53 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

(d) the Owners Corporation may agree to pay the Embedded Network Supplier a fee for initial set up costs incurred by the Embedded Network Supplier that will be payable if, when applicable, the appointment of the Embedded Network Supplier is not ratified by the Owners Corporation at the first annual general meeting; and

(e) the Owners Corporation may agree that if the appointment of the Embedded Network Supplier is not ratified by the Owners Corporation at the first annual general meeting or if the agreement with the Embedded Network Supplier is terminated at any time, the Embedded Network Supplier will be entitled to remove any meters and other equipment that are, in the agreement, identified as being the property of the Embedded Network Supplier.

31.5 Agreements after the Initial Period

If the Owners Corporation enters into an agreement with an Embedded Network Supplier after the Initial Period:

(a) the term of the agreement may be for the period agreed by the Owners Corporation which in each case should not exceed the period permitted by law;

(b) the pricing of the Embedded Network Services supplied under the agreement may be as agreed by the Owners Corporation; and

(c) the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the supply of Embedded Network Services to the Common Property and all Owners in respect of the supply of Embedded Network Services to Lots.

31.6 What provisions must be included in an agreement?

An agreement between the Owners Corporation (in its own right) and an Embedded Network Supplier must have provisions about the rights of the Embedded Network Supplier to remove any meters and other equipment that are, in the agreement, identified as being the property of the Embedded Network Supplier or the right of the Owners Corporation to acquire those meters and other equipment from the Embedded Network Supplier, if the agreement with the Embedded Network Supplier is terminated.

32 Notice board

The Owners Corporation must cause a notice board to be affixed to some part of the Common Property.

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:54 of 64
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33 Authority's Conditions

33.1 Compliance

The Owners Corporation, each Owner, each Occupier, and each Invitee of the Owner or Occupier of a Lot (where applicable) must comply with the requirements and conditions of each relevant Authority.

33.2 Inconsistency

To the extent that any conditions are conditions imposed by an Authority that are inconsistent with these by-laws the conditions imposed by that Authority prevail.

33.3 Initial Development Approval Conditions

The Owners Corporation, each Owner, each Occupier, and each Invitee of the Owner or the Occupier of a Lot (where applicable) acknowledges that the development consent granted by the City of Ryde Council (**Council**) relating to the Building at the time of registration of these by-laws is subject to conditions to the following effect which must be complied with unless subsequently varied:

DA condition number	DA Condition
1.	**Privacy Screens**. All privacy screens are to remain in place in perpetuity.
1.	**Study Room**: All study room shown on the approved plans are to remain as study rooms
5	**Communal Facilities** The communal facility area located on the ground floor of Tower B is not to be used for commercial purposes.
7	**Signage.** No person is authorised to erect any signs or advertising structures not indicated on the approved plans lodged with council.
10	**Illumination of public place.** Any public place must be kept lit between sunset and sunrise if it is likely to be hazardous to persons in the public place.
13	**Public space.** The public way must not be obstructed by any materials, vehicles, refuse, skips or the like, under any circumstances, without prior approval from Council.

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:55 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

19	**Drainage of carwash bays**. The floor of any carwash bays must be graded and drained to a grated drain or collection sump located within the wash bays and drained to the sewerage system in accordance with the requirements of Sydney Water Corporation. Any uncontaminated stormwater must be directed away from the carwash bays.
61	**Gross Pollutant Trap.** The proposed gross pollutant trap on the eastern corner shall have a dedicated maintenance access path for maintenance vehicles.
64	**Public Art Plan.** The public art feature shall be suitably maintained in perpetuity.
76	**Public Domain Works – Maintenance Bond.** To ensure satisfactory performance of the public domain works, a maintenance period of six (6) months shall apply to the works in the road reserve following completion of the development. The maintenance period shall commence from the date of issue by Council, of the compliance certificate for the external works. The Owners Corporation shall be liable for any part of the work which fails to perform in a satisfactory manner as outlined in Council's standard specification, during the six (6) months' maintenance period. A bond in the form of a cash deposit or bank guarantee of $50,000 has been lodged with the City of Ryde prior to the issue of any construction certificate. The bond will only be refunded when the works are determined to be satisfactory to Council after the expiry of the six (6) months maintenance period.
86	**Automated Irrigation.** An automatic watering system is to be supplied to all landscape areas including common areas and podium planters to ensure adequate water is available to vegetation. Irrigation systems shall be fully automated and capable of seasonal adjustments.
101	**Access for waste collection vehicles**. Safe easy access must be provided for waste collection vehicles to service the waste containers. The driveways and manoeuvring areas must be designed for maximum legal dimensions and weights and allow collection vehicles to enter and leave the premises in a forward direction. Additional clearances must be provided for overhead and side loading where appropriate.

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:56 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

154	**Operational Management and Maintenance Report.** An Operational Management and Maintenance Report prepared by a suitably qualified engineer is required to be adhered to by the Owners Corporation. This report covers the long term operational management and maintenance requirements of the stormwater quality management system on the site. A schedule or timetable for the proposed regular inspection and monitoring of the devices (including pits, pipes, OSD system, Gross pollutant traps, bio-swale), maintenance techniques, reporting and record keeping requirements and associated rectification procedure shall be included in the report.
158	**Loading Dock Management Plan.** A loading dock management plan will need to be adhered to by the Owners Corporation. The loading dock management plan will need to demonstrate how safe waste collection will be undertaken without interrupting traffic flow within the basement.
167	**Provision of garbage services.** Suitable arrangements must be made with the City of Ryde Council for the provision of ongoing garbage services post occupation certificate by the Owners Corporation.
168	**Indemnity.** Where it is necessary for waste collection vehicles to enter the Land to service the waste containers, the Owners Corporation must indemnify Council and its contractor in writing against claims for damage to the driveways and manoeuvring areas.
169	**Lockable door to bin room or hard waste store.** Where there is a lockable door to access a bin room or hard waste storage room, the universal Council key should be installed so the contractor can access the room for servicing bins or collect the household clean up items.
170	**Landscape Maintenance Plan.** The landscape maintenance plan is required to be maintained by the Owners Corporation. The landscape maintenance plan should include the following requirements: · Regular maintenance and trimming of shrubs and plantings. · Shrubs and plantings being appropriately maintained to allow for clear lines of sight over the shrubs from pathways and pedestrians areas, and to avoid any plantings being used as a natural ladder to gain access to any higher parts of the building. · All other trees on the site are to be appropriately pruned, trimmed and maintained so that passive surveillance is not compromised and there is no

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:57 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

	opportunity for climbing of trees to gain access to balconies or units.
177	**Stormwater Management – Maintenance program.** To ensure the approved onsite detention system and WSUD measures function as designed for the ongoing life of the development, without imposition on the public domain, the Owners Corporation is to ensure the drainage system maintenance plan (DSMP) is adhered to.
180	**Electricity accounts for new street lighting.** The Owners Corporation shall liaise with Council's Asset Networks Section regarding the ongoing maintenance of the electricity account/s in order to energise the newly installed street lighting.
188	**CCTV Cameras.** The Owners Corporation must procure that CCTV cameras are required to be maintained in the following locations: · The carpark; · The ground floor lobby and lifts; and · The car park entry/exit points. The cameras should include the foyer area to the buildings including the area around the mail boxes. The cameras should also monitor the 50 metre vicinity outside the building including, but not limited to, the footpath area in front of the premises. CCTV cameras should also cover any communal areas, lifts, public spaces and the basement car parks. Recordings should be made twenty four (24) hours a day seven (7) days a week. As a minimum, CCTV cameras at entry and exit points to the premises MUST record footage of a nature and quality in which it can be used to **identify** a person recorded by the camera. All other cameras MUST record footage of a nature and quality in which it can be used to **recognise** a person recorded by the camera. The time and date must automatically be recorded on all recordings made whilst it is recording. All recordings are to be kept for a minimum period of thirty (30) days before they can be reused or destroyed. If requested by police, the applicant is to archive any recording until such time as they are no longer required. Recordings are to be made in a common media format such as Windows Media Player or similar, or should be accompanied by applicable viewing software to enable viewing on any windows computer. The Owners Corporation should

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:58 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

	demonstrate compliance.
189	**Car parking security**. Vehicular entry to residential parking and visitor's parking areas is to be through a secured roller shutter with an intercom system for visitor's access. The doors are to be controlled by locksets such as remote or card operating electronic lock sets. The phasing of the roller door needs to minimise the opportunity for unauthorised pedestrian access after a vehicle enters/exits the car park. The Owners Corporation should demonstrate compliance.
191	**Security.** To enhance the physical security of doors, all glass doors are to be laminated and the main entry/exit doors to individual units on the ground floor, including balcony doors and fire exit doors to the development are to be fitted with a single cylinder lockset (Australian and New Zealand Standard - Lock Sets), which comply with the Building Code of Australia. Windows to individual units on the ground floor should also be fitted with key operated locksets (Australia and New Zealand Standard - Lock Sets) to restrict unauthorized access to the unit. The Owners Corporation should demonstrate compliance.
192	**Intercom System.** Intercom facilities should be incorporated into these entry/exit points to enable residents to communicate and identify with people prior to admitting them to the development. An auxiliary lock set should also be incorporated into the design of each of the entry/exit points to enable emergency services to access the development particularly in emergency situations. The Owners Corporation should demonstrate compliance.
193	**Balcony doors to units**. Balcony doors to units are to be fitted with single cylinder locksets (Australian and New Zealand Standard – Lock Sets) to restrict unauthorised access to units. The Owners Corporation should demonstrate compliance.
194	**Lift access and security**. Electronic access controls are to be installed on the lift. The equipment should include card readers to restrict access to the level a resident resides on, to the car parking levels and to the Ground Floor. The Owners Corporation should demonstrate compliance.
195	**Car Share Provider.** The Owners Corporation should ensure an ongoing agreement with a car-share provider is been entered into for the (2) two car share spaces on site. The Owners Corporation should demonstrate compliance.

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:59 of 64
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196	**Travel Place.** A Framework Travel Plan (FTP) detailing the promotion, development, implementation and monitoring of a co-ordinated transport strategy for the building. The objectives of the FTP are to encourage/provide incentives for residents to utilise public transport, walking and cycling and to investigate alternative modes of transport (away from single-occupancy car use) to more sustainable forms of transport and how the plans will achieve and monitor the objectives. The Owners Corporation should demonstrate compliance.
197	**Parking Allocation.** The Owners Corporation and each Owner and each Occupier permitted to vote on such matters, must ensure that the strata scheme provides and maintains the minimum parking allocation as follows: · a maximum of 239 residential spaces; · a maximum of 29 residential visitor spaces; and · 27 bicycle parking spaces.
198	**Car Share Parking.** To maintain, facilitate and encourage the use of the car share scheme implemented in the development, the following requirements are to be maintained by the Owners Corporation for the ongoing serviceable life of the development: · all 2 x car share spaces must be publicly accessible 7 days of the week, 24 hours of the day; · the 2 x car share parking spaces must be clearly designated and line-marked in the development. · must be retained as Common Property by any future strata subdivision of the development lot.
199	**Vehicle Turntable.** To ensure safe and efficient operation of the vehicle turntable unit to be located in the loading bay, the following measures must be implemented by the Owners Corporation in the completed development; · The turntable must have line marking depicting the centre of the turn table, maximum radius in which a vehicle is to be contained upon the turn table itself and the maximum swept path radius and associated "Keep Clear" marking, as a result of the swept path of a vehicle overhanging the turntable. · The turntable controls / control pad must be located in close proximity to the turntable and are to be clearly marked and visible from the turntable. Controls are to include an emergency stop button,

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:60 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

	rotation control and a programmed/ defined turning movement designed to facilitate manoeuvring a vehicle from the typical approach to the typical exit, operated with a single button. · A maintenance number is to be listed on the control panel area so as to minimise the downtown should the device breakdown. · Plans, documentation and certification demonstrating compliance with these requirements must be adhered to by the Owners Corporation.
200	**Stormwater Management – Implementation of maintenance program.** The stormwater management system components are to be maintained for the ongoing life of the development by the Owners Corporation, as per the details in the approved drainage system maintenance plan (DSMP).
201	**Balconies (Clothes Drying).** No clothes drying on balconies in the public view are permitted. Clothes drying on balconies visible from any public domain is not permitted.
202	**Residential Amenity - Noise Limits**. Noise from the communal facility area shall not be audible in any habitable room in any residential premises between the hours of 10pm and 7.00am. Any amplified music used within the Communal Room shall be limited in volume so as not to cause a disturbance to the amenity of the adjoining residences. Noise insulating materials or construction (such as acoustic rubber matting or paneling) should be installed where ever it is anticipated that activities or the use of plant and equipment may generate a noise disturbance to surrounding premises.
202	Within the communal open space area, the playing of amplified music or messages, any spruiking and the likes are not to disturb the amenity of other private places.
203	**Wayfinding Signs**. Good way finding signage are to be provided as follows: · A street sign should be prominently displayed at the front of the development to comply with Local Government Act, 1993, Section 124, Order No.8. · Signage also needs to be provided at entry/exit points and throughout the development to assist users. Clear signage should indicate residential, retail and restricted areas. · Signage also needs to be provided on any fire exit

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:61 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

	doors warning users that the doors are to be used for emergency purposes only. · Signage is to be used to indicate entries and exits. Signs should be clear, legible and useful. The front of the building should have clear signage in regards to street numbers so that emergency services are able to clearly read the numbers. To assist with way finding for emergency services, numbering of street numbers, levels of the building and unit numbers should be clearly displayed. · Signs should be erected in the car parks and near entry and exit points which details security measures and reminds people to lock their vehicles and remove valuables from their vehicles. · Location maps should be used throughout the complex to indicate to visitors where they are.
204	**Waste Maintenance.** All waste storage areas must be maintained in a clean and tidy condition at all times with clear access to the bins for servicing by the contractor. Council does not support the use of private contractors for the collection of domestic waste. All domestic waste will be collected by the Council waste collection contractor. Signs will be required to be placed within the bin area to encourage correct recycling and reduce contamination. City of Ryde Council will provide the required signage Staff or contractors must be employed to take the waste containers from garbage and recycling room to the container emptying point for servicing and to return the containers to the garbage room after servicing. The Owners Corporation must procure that staff or contractors must be employed to take the recyclable materials from the service compartments and sort the materials into the containers provided in the garbage and recycling room.
205	**Storage and disposal of wastes.** All wastes generated on the premises must be stored and disposed of in an environmentally acceptable manner.
206	**Waste containers.** An adequate number of suitable waste containers must be kept on the premises for the storage of garbage and trade waste.
207	**Offensive noise.** The use of the premises must not cause the emission of 'offensive noise' as defined in the Protection of the Environment Operations Act 1997.

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:62 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

208	**Noise and vibration from plant or equipment** - Unless otherwise provided in the Council's consent, the operation of any plant or equipment installed on the premises must not cause: · The emission of noise that exceeds the background noise level by more than 5dBA when measured at, or computed for, the most affected point, on or within the boundary of the most affected receiver. Modifying factor corrections must be applied for tonal, impulsive, low frequency or intermittent noise in accordance with the New South Wales Industrial Noise Policy (EPA, 2000). · An internal noise level in any adjoining occupancy that exceeds the recommended design sound levels specified in Australian/New Zealand Standard AS/NZS 2107:2000 Acoustics – Recommended design sound levels and reverberation times for building interiors. · The transmission of vibration to any place of different occupancy.
209	**Access for maintenance purposes**. Safe easy access for the inspection and maintenance of all plant, equipment and components covered by Australian/New Zealand Standard *AS/NZS 3666.2: 2011 Air-handling and water systems of buildings - Microbial control - Operation and maintenance*.
210	**Registration of water-cooling systems** - Any water-cooling regulated under the *Public Health Act 2010* must be registered with Council's Environmental Health Unit within one (1) month of installation. Registration forms may be obtained from Council's Customer Service Centre on Tel. 9952 8222.
211	**Plumbing and drainage work** - All plumbing and drainage work must be carried out in accordance with the requirements of Sydney Water Corporation and the NSW Department of Fair Trading.
213	**Access to Waste Servicing areas.** Where there is a lockable door to access a bin room or hard waste storage room, the universal Council key should be installed so the contractor can access the room for servicing bins or collect the household clean up items.

Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:63 of 64
© Office of the Registrar-General /Src:GlobalX /Ref:dda0207000

EXECUTION PAGE

The seal of The Owners - Strata Plan No. 102966 was affixed on 5th December 2024 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:



Electronic signature of me Esther Lee Affixed at my direction on 05/12/24 at 8:45pm

Signature: .....

Name(s): Esther Lee .....

Authority: Strata Managing Agent .....



Req:R853007 /Doc:DL AU650886 /Rev:10-Dec-2024 /NSW LRS /Prt:16-Mar-2026 10:40 /Seq:64 of 64
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Form: 15CH
Release: 2.3

CONSOLIDATION/ CHANGE OF BY-LAWS

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

Leave this space clear. Affix additional pages to the top left-hand corner.

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/SP102966

(B) **LODGED BY**

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(C) The Owner-Strata Plan No. 102966 certify that a special resolution was passed on 5/11/2024

(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. By-Law No. 15
Added by-law No. By-Law No. 15
Amended by-law No. Not Applicable
as fully set out below :

See Annexure "A" hereto

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

(G) The seal of The Owners-Strata Plan No. 102966 was affixed on 5th December 2024 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature : Electronic signature of me Esther Lee Affixed at my direction on 05/12/24 at 8:45pm

Name : Esther Lee

Authority : Strata Managing Agent

Signature :

Name :

Authority :



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
2007

Customer Service Centre
1 Pope Street, Ryde NSW 2112
(Within Top Ryde City shopping centre)
Phone (02) 9952 8222
Fax (02) 9952 8070
Email cityofryde@ryde.nsw.gov.au
Post Locked Bag 2069, North Ryde NSW 1670
ABN 81 621 292 610
www.ryde.nsw.gov.au

Alpha Lawyers
Level 2 Suite 200 16 Hunter Street
HORNSBY NSW 2077

Issue Date:	10 March 2026
Certificate No:	PLN2026/1120
Your Ref:	Kim and Lee

PLANNING CERTIFICATE SECTION 10.7

NSW Environmental Planning and Assessment Act 1979 ('Act')

Property Address: 2002/137 Herring Rd MACQUARIE PARK NSW 2113
Legal Description: Lot 120 SP 102966
Property Reference: 562774
Land Reference: 69040

INFORMATION PROVIDED PURSUANT TO SECTION 10.7(2) OF THE ACT AND SCHEDULE 2 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT REGULATION 2021

1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

a) LOCAL ENVIRONMENTAL PLANS
Ryde Local Environment Plan 2014

b) PROPOSED LOCAL ENVIRONMENTAL PLANS that are or have been the subject of community consultation or public exhibition under the Act.
NIL

c) DEVELOPMENT CONTROL PLANS
City of Ryde Development Control Plan 2014

d) DRAFT DEVELOPMENT CONTROL PLANS that are or have been the subject of community consultation or public exhibition under the Act.
NIL

e) STATE ENVIRONMENTAL PLANNING POLICIES
State Environmental Planning Policy No 65 - Design Quality of Residential Apartment Development.
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Precincts - Eastern Harbour City) 2021

State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Transport and Infrastructure) 2021
State Environmental Planning Policy (Sustainable Buildings) 2022

f) PROPOSED STATE ENVIRONMENTAL PLANNING POLICIES that are or have been the subject of community consultation or public exhibition under the Act.
NIL

Note: Specific constraints and zoning of the land may affect the applicability of certain provisions within the Policies listed above.

2. ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

(a) ZONING AND ZONING TABLE UNDER RYDE LOCAL ENVIRONMENTAL PLAN 2014
Ryde Local Environmental Plan 2014 - Zone MU1 - Mixed Use

1 Objectives of zone
• To encourage a diversity of business, retail, office and light industrial land uses that generate employment opportunities.
• To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.
• To minimise conflict between land uses within this zone and land uses within adjoining zones.
• To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
• To ensure employment and educational activities within the Macquarie University campus are integrated with other businesses and activities.
• To promote strong links between Macquarie University and research institutions and businesses in the Macquarie Park corridor.

2 Permitted without consent
Home occupations

3 Permitted with consent
Amusement centres; Boarding houses; Building identification signs; Business identification signs; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Information and education facilities; Light industries; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Any other development not specified in item 2 or 4.

4 Prohibited
Agriculture; Air transport facilities; Animal boarding or training establishments; Camping grounds; Caravan parks; Depots; Eco-tourist facilities; Farm buildings; General industries; Heavy industrial storage establishments; Heavy industries; Home occupations (sex services); Industrial training facilities; Resource recovery facilities; Sewerage systems; Sex services premises; Signage; Vehicle body repair workshops; Waste disposal facilities; Water supply systems.

(b) ZONING AND ZONING TABLE UNDER STATE ENVIRONMENTAL PLANNING POLICY
NIL

(c) ADDITIONAL PERMITTED USES APPLY TO THE LAND
NIL

(d) DEVELOPMENT STANDARDS FOR THE ERECTION OF A DWELLING HOUSE
No development standards under the Local Environment Plan apply to the land that fix minimum land dimension for the erection of a dwelling house on the land.

(e) AREA OF OUTSTANDING BIODIVERSITY VALUE UNDER THE BIODIVERSITY CONSERVATION ACT 2016
No. The land does not include an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.

(f) CONSERVATION AREA (however described)
No. The land has not been identified as being within a heritage conservation area under the Local Environment Plan.

(g) ITEMS OF ENVIRONMENTAL HERITAGE (however described)
No. An item of environmental heritage is not situated on the land under the Local Environmental Plan.

OTHER PRESCRIBED INFORMATION

3. CONTRIBUTIONS PLANS
(1) The name of each contributions plan or draft contributions plan applying to the land under the Act, Division 7.1:
- Macquarie Park Corridor Section 7.12 Local Infrastructure Contributions Plan 2025.

(2) The name of the region and the Ministerial planning order in which the region is identified applying to the land, within the meaning of the Act, Division 7.1, Subdivision 4:
The Greater Sydney Region under the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023.

(3) The name of the area if the land is in a special contributions area to which a continued 7.23 determination applies:
NIL

(4) In this section-
continued 7.23 determination means a 7.23 determination that has been continued in force by the Act, Schedule 4, Part 1, and has not been repealed as provided by that part.

Note. The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

4. COMPLYING DEVELOPMENT

(1) If the land is land on which complying development may be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes)* 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

(2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(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) a restriction applies to the land, but it may not apply to all of the land, and
(b) 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.

(4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

Agritourism and Farm Stay Accommodation Code, Rural Housing Code, Greenfield Housing Code and Inland Code

The Agritourism and Farm Stay Accommodation Code, Rural Housing Code, Greenfield Housing Code and Inland Code do not apply to this Local Government Area.

Housing Code, Low Rise Housing Diversity Code, Pattern Book Development Code, Industrial and Business Building Code, Housing Alterations Code, Industrial and Business Alterations Code, Subdivisions Code, General Development Code, Demolition Code, Fire Safety Code, and Container Recycling Facilities Code

Housing Code, Low Rise Housing Diversity Code, Pattern Book Development Code, Industrial and Business Building Code, Housing Alterations Code, Industrial and Business Alterations Code, Subdivisions Code, General Development Code, Demolition Code, Fire Safety Code, and Container Recycling Facilities Code do apply to this Local Government Area.

Clause 1.17A(1)(c) to (e), (2), (3) and (4); 1.18(1)(c3); and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* determine the extent to which complying development may or may not be carried out on land in response to the provisions of those clauses.

Refer to Appendix 1 for detail on what codes may or may not allow complying development on the land.

Note: All Exempt and Complying Development Codes: Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land. Despite any statement preventing the carrying out of complying development in the Codes listed in Appendix 1, 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*.

5. EXEMPT DEVELOPMENT

(1) If the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

(2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—
(a) a restriction applies to the land, but it may not apply to all of the land, and

(b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

(4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

General Exempt Development Code, Advertising and Signage Exempt Development Code, and Temporary Uses and Structures Exempt Development Code

General Exempt Development Code, Advertising and Signage Exempt Development Code, and Temporary Uses and Structures Exempt Development Code do apply to this Local Government Area.

Clause 1.16(1)(b1)–(d) or 1.16A of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* determine the extent to which exempt development may or may not be carried out on land in response to the provisions of those clauses.

Refer to Appendix 2 for detail on what codes may or may not allow exempt development on the land.

Note: All Exempt and Complying Development Codes: Council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land. Despite any statement preventing the carrying out of exempt development in the Codes listed in Appendix 2, exempt 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*.

6. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(1) Whether Council is aware that-

(a) an affected building notice is in force in relation to the land, or

NO

(b) a building product rectification order is in force in relation to the land that has not been fully complied with, or

NO

(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

NO

(2) In this section:

Affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.

Building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

7. LAND RESERVED FOR ACQUISITION

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15

No 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.

8. ROAD WIDENING AND ROAD REALIGNMENT

Whether or not the land is affected by any road widening or road realignment.

The land is not affected by any road widening or road realignment under:
(a) Division 2 of Part 3 of the Roads Act 1993, or
(b) any environmental planning instrument, or
(c) any resolution of Council.

9. FLOOD RELATED DEVELOPMENT CONTROLS
(1) Whether or not the land or part of the land is within the flood planning area and subject to flood related development controls –NO
(2) Whether or not the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls –NO
(3) In this clause-
flood planning area has the same meaning as in the Flood Risk Management Manual.
Flood Risk Management Manual means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.
probable maximum flood has the same meaning as in the Flood Risk Management Manual.

10. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS
Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

(i) landslip - NO
(ii) bush fire - NO
(iii) tidal inundation - NO
(iv) subsidence - NO
(v) acid sulphate soil - NO
(vi) contamination – NO
(vii) aircraft noise – NO
(viii) salinity – NO
(ix) coastal hazards – NO
(x) sea level rise – NO
(xi) any other risk (other than flooding) - NO

Note: The fact that land has not been identified as being affected by a policy to restrict development because of the risks referred to does not mean that the risk is non-existent.

Adopted policy means a policy adopted by the council, or by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

11. BUSH FIRE PRONE LAND
Is any part of the land designated as bush fire prone land by the Commissioner of the NSW Rural Fire Service under Section 10.3 of the Act?

NO

12. LOOSE-FILL ASBESTOS INSULATION
The land does NOT include any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division.

13. MINE SUBSIDENCE
The land is not declared to be a mine subsidence district, within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

14. PAPER SUBDIVISION INFORMATION

(1) The name of a development plan adopted by a relevant authority that—

(a) applies to the land, or

(b) is proposed to be subject to a ballot. NIL

(2) The date of a subdivision order that applies to the land. NIL

(3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

Note: City of Ryde does not hold any paper subdivision within the meaning of this section.

15. PROPERTY VEGETATION PLANS

The land is not subject to an approved property vegetation plan under Part 4 of the *Native Vegetation Act 2003* (that Council has been notified of).

16. BIODIVERSITY STEWARDSHIP SITES

The land is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* (that Council has been notified of).

Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the *Threatened Species Conservation Act 1995* that are taken to be biodiversity stewardship agreements under Part 5 of the *Biodiversity Conservation Act 2016.*

17. BIODIVERSITY CERTIFIED LAND

This land is not biodiversity certified land Under Part 8 of the *Biodiversity Conservation Act 2016*.

Note: Biodiversity certified land includes land certified under Part 7AA of the *Threatened Species Conservation Act 1995* that is taken to be certified under Part 8 of the *Biodiversity Conservation Act 2016.*

18. ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if council has been notified of the order).

NO

19. ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

Whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works.

NO

Note. Existing coastal protection works has the same meaning as in the *Local Government Act 1993*, section 553B. 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 1 January 2011.

20. WESTERN SYDNEY AEROTROPOLIS

Whether under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4 the land is—

(a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or

(b) shown on the Lighting Intensity and Wind Shear Map, or

(c) shown on the Obstacle Limitation Surface Map, or
(d) in the "public safety area" on the Public Safety Area Map, or
(e) in the "3 kilometre wildlife buffer zone" or the "13 kilometre wildlife buffer zone" on the Wildlife Buffer Zone Map.

NO

21. DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING
There are no conditions of development consent granted after 11 October 2007 in relation to the land that are of the kind set out in the State Environmental Planning Policy (Housing) 2021, Section 88(2), Chapter 3, Part 5.

22. SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING
(1) There is no current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, that Council is aware of, in relation to proposed development on the land.

(2) There are no conditions of development consent in relation to the land that are of a kind referred to in State Environmental Planning Policy (Housing) 2021, section 21(1) or 40(1), Chapter 2, Part 2, Division 1 or 5.

(3) There are no conditions of development consent in relation to the land that are of a kind referred to in State Environmental Planning Policy (Affordable Housing) 2009, clause 17(1) or 38(1).

Note. *Former site compatibility certificate* means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009.*

23. WATER OR SEWERAGE SERVICES
If water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*, a statement to that effect.

NO

Note- A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the *Water Industry Competition Act 2006*, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services
under the *Water Industry Competition Act 2006* is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the *Water Industry Competition Act 2006* become the responsibility of the purchaser.

24. SPECIAL ENTERTAINMENT PRECINCTS
Whether the land or part of the land is in a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B.

NO

25. INTERIM DEVELOPMENT IN FUTURE INFRASTRUCTURE CORRIDORS
If State Environmental Planning Policy (Transport and Infrastructure) 2021, section 4.7A applies to the land, a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section.

NO

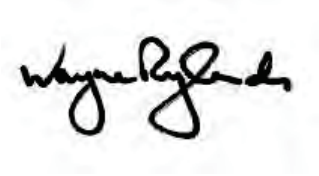
Note. The following matters are prescribed by section 59(2) of the *Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate:

(a) The land to which this certificate relates IS NOT significantly contaminated land.
(b) The land to which this certificate relates IS NOT subject to a management order.
(c) The land to which this certificate relates IS NOT the subject of an approved voluntary management proposal.
(d) The land to which this certificate relates IS NOT subject to an ongoing maintenance order.
(e) The land to which this certificate relates IS NOT subject of a site audit statement.

Note. (i) Pursuant to Section 10.7(5) of the Environmental Planning and Assessment Act 1979, the City of Ryde may provide advice on additional matters affecting the land of which it may be aware. You are advised that information on either heritage, endangered or adequately conserved bushland, Master Plans or other relevant matters, applies to the land and is available on the s10.7(5) Certificate for the land.

(ii) s10.7(5) Certificates under the Environmental Planning and Assessment Act 1979, contain all the information under s10.7(2) and as such, an application and fee for a combined s10.7 certificate must be applied for.

Note: The information in this certificate is current as of the date of the certificate.



Wayne Rylands
Chief Executive Officer

Appendix 1 – Complying Development

Housing Alterations Code, Industrial and Business Alterations Code, Subdivisions Code, General Development Code, Demolition Code, Fire Safety Code, and Container Recycling Facilities Code.

If any of the following statements are YES in response to the provisions of Clause 1.17A(1)(c) to (e), (2), (3) and (4) and 1.18(1)(c3) complying development may not be carried out on land under the above codes:

1.17A Requirements for complying development for all environmental planning instruments	
To be complying development for the purposes of any environmental planning instrument, the development must not:	
be on land that is, or is part of, a wilderness area (within the meaning of the *Wilderness Act 1987*) (See 1.17A(1)(c))	NO
be carried out on land that: (i) comprises an item that is listed on the State Heritage Register under the *Heritage Act 1977* or on which such an item is located, (ii) is subject to an interim heritage order under that Act or on which is located an item that is so subject, or (iii) is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified. (See 1.17A(1)(d))	NO
Except as otherwise provided by this Policy, be on land that is within an environmentally sensitive area (See 1.17A(1)(e)).	NO
1.18 General requirements for complying development under this Policy	
To be complying development for the purposes of this Policy, the development must:	
Not be carried out on land that comprises, or on which there is, a draft heritage item (See 1.18(c3))	NO

Housing Code, Low Rise Housing Diversity Code, the Pattern Book Development Code and Industrial and Business Building Code

If any of the following statements are YES in response to the provisions of Clause 1.17A(1)(c) to (e), (2), (3) and (4); 1.18(1)(c3); and 1.19 complying development may not be carried out on land under the above codes:

1.17A Requirements for complying development for all environmental planning instruments	
To be complying development for the purposes of any environmental planning instrument, the development must not:	
be on land that is, or is part of, a wilderness area (within the meaning of the *Wilderness Act 1987*)	NO

(See 1.17A(1)(c))	
be carried out on land that: (i) comprises an item that is listed on the State Heritage Register under the *Heritage Act 1977* or on which such an item is located, (ii) is subject to an interim heritage order under that Act or on which is located an item that is so subject, or (iii) is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified. (See 1.17A(1)(d))	NO
Except as otherwise provided by this Policy, be on land that is within an environmentally sensitive area (See 1.17A(1)(e)).	NO
1.18 General requirements for complying development under this Policy	
To be complying development for the purposes of this Policy, the development must:	
Not be carried out on land that comprises, or on which there is, a draft heritage item (See 1.18(c3))	NO
1.19 Land on which complying development may not be carried out	
To be complying development specified for the Housing Code, Low Rise Housing Diversity Code, the Pattern Book Development Code and Industrial and Business Building Code the development must not be carried out on:	
Land within a heritage conservation area or a draft heritage conservation area, unless the development is a detached outbuilding, detached development (other than a detached studio) or swimming pool (See 1.19(1)(a)). However, any complying development under the Industrial and Business Building Code must not be carried out on land within a heritage conservation area or a draft heritage conservation area (See 1.19(5)(a)).	NO
Land that is reserved for a public purpose by an environmental planning instrument (See 1.19(1)(b) and 1.19(5)(b))	NO
Land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2 (See 1.19(1)(c) and 1.19(5)(c))	NO
Land that is significantly contaminated land within the meaning of the *Contaminated Land Management Act 1997* (see 1.19(1)(c1) and 1.19(5)(d))	NO
Land identified by an environmental planning instrument as being: (i) within a buffer area, or (ii) within a river front area, or (iii) within an ecologically sensitive area, or (iv) environmentally sensitive land, or	Council does not have sufficient information to ascertain the extent of this land-based exclusion on a property

(v) within a protected area. (See 1.19(1)(e) and 1.19(5)(f))	
Land that is identified by an environmental planning instrument, a development control plan or a policy adopted by the council as being or affected by: (i) a coastline hazard, or (ii) a coastal hazard, or (iii) a coastal erosion hazard. (see 1.19(1)(f) and 1.19(5)(g))	Council does not have sufficient information to ascertain the extent of this land-based exclusion on a property
Land in a foreshore area (see 1.19(1)(g) and 1.19(5)(h))	NO
(3A) Development specified in the Low Rise Housing Diversity Code or the Pattern Book Development Code is not complying development under that code if it is carried out on land on which there is a heritage item or a draft heritage item.	NO

Appendix 2 – Exempt Development

If any of the following statements are YES in response to the provisions of Clause 1.16(1)(b1)–(d), exempt development may not be carried out on land under the Policy.

1.16 (1) (b1)-(d) General requirements for exempt development	
To be exempt development for the purposes of this Policy, the development must not be carried out on land that is:	
a declared area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016* or declared critical habitat under Part 7A of the *Fisheries Management Act 1994*, and	NO
or is part of, a wilderness area (within the meaning of *Wilderness Act 1987*), and	NO
or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977*, or that is subject to an interim heritage order under that Act, and	NO
described or otherwise identified on a map specified in Schedule 4.	NO

Enquiry ID	4525697
Agent ID	81290352
Issue Date	16 Mar 2026
Correspondence ID	1827224864
Your reference	2002

DYE & DURHAM PTY LTD
GPO Box 2746
BRISBANE QLD 4001

Vendor Copy

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956.*

Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022.*

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
S102966/120	Unit 2002, 137-139 HERRING RD MACQUARIE PARK 2113	NOT AVAILABLE	Not Opted In

There is **land tax** (which may include surcharge land tax) charged on the land up to and including the 2026 tax year.

As the certificate has issued with a charge, the owner of the land will need to arrange for the charge to be removed.

The owner:

- will be contacted.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

Yours sincerely,



Phil Minns

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?
A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?
A certificate may be issued as 'clear' if:
- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?
Under section 47 of the *Land Tax Management Act 1956,* land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?
A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:
- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?
A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au/taxes/land/clearance.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds
The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online servce at www.revenue.nsw.gov.au



1300 139 816*

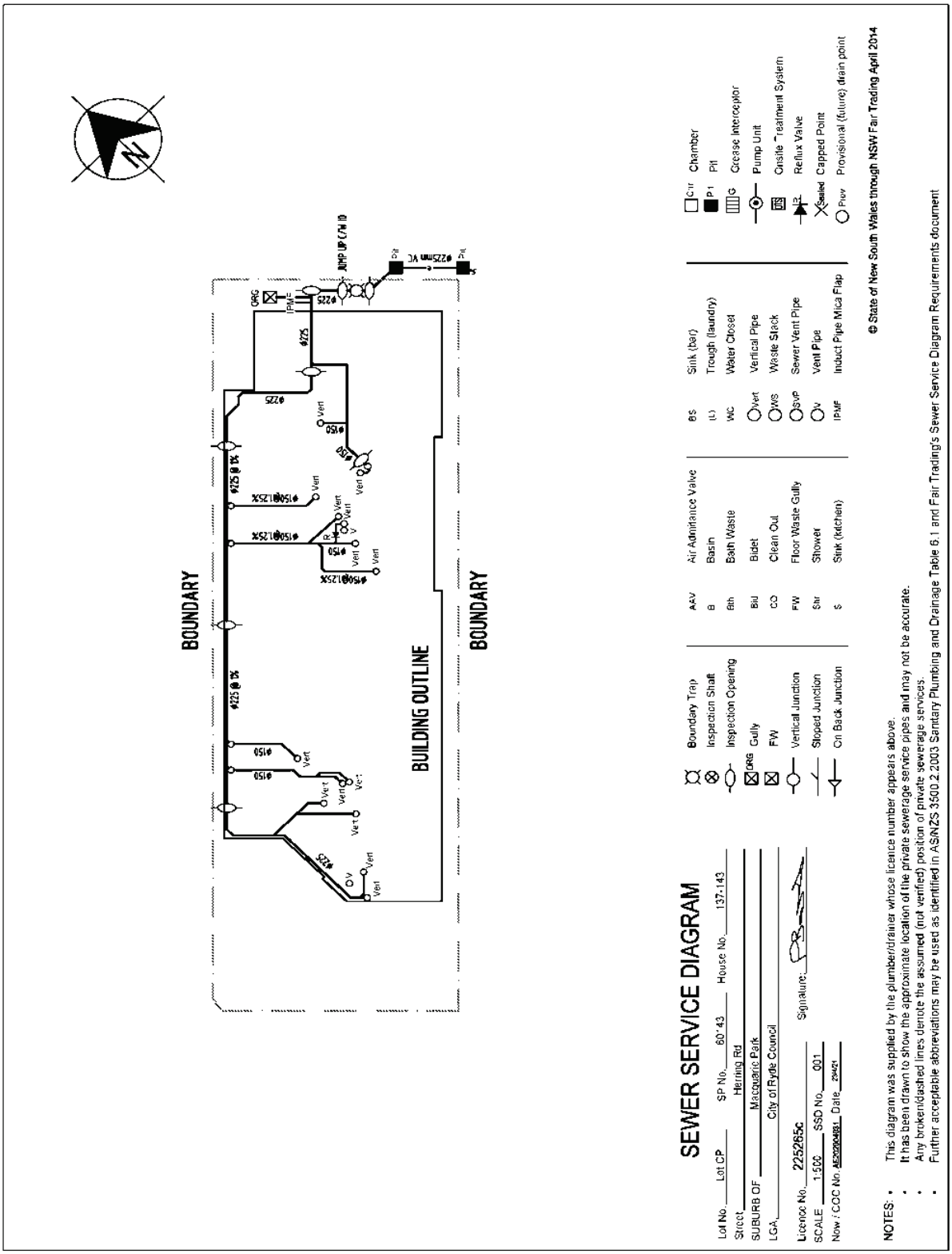


Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

* Overseas customers call +61 2 7808 6906
Help in community languages is available.

Sewer Service Diagram

Application Number: 8005098353



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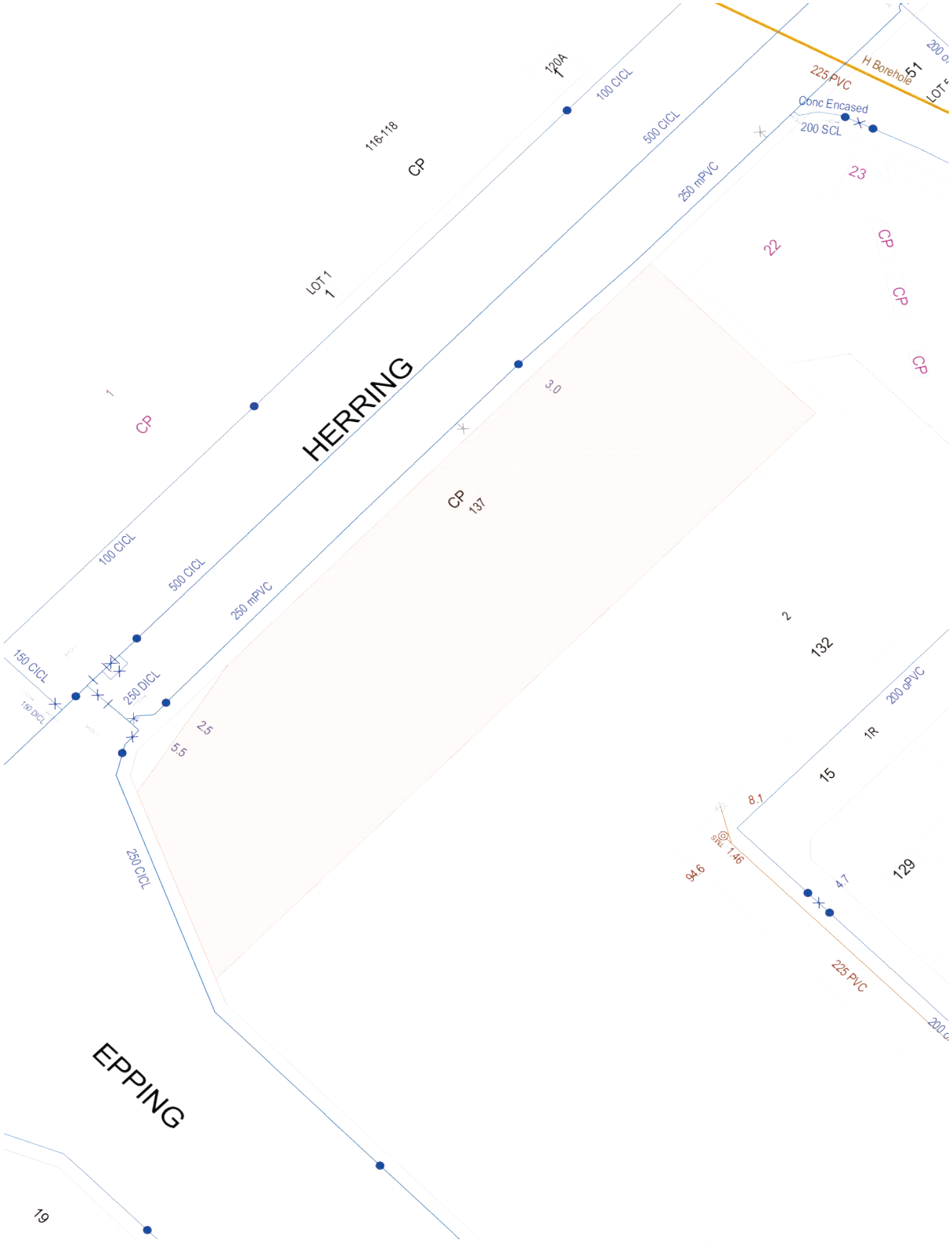
Disclaimer
The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

Service Location Print

Application Number: 8005098362



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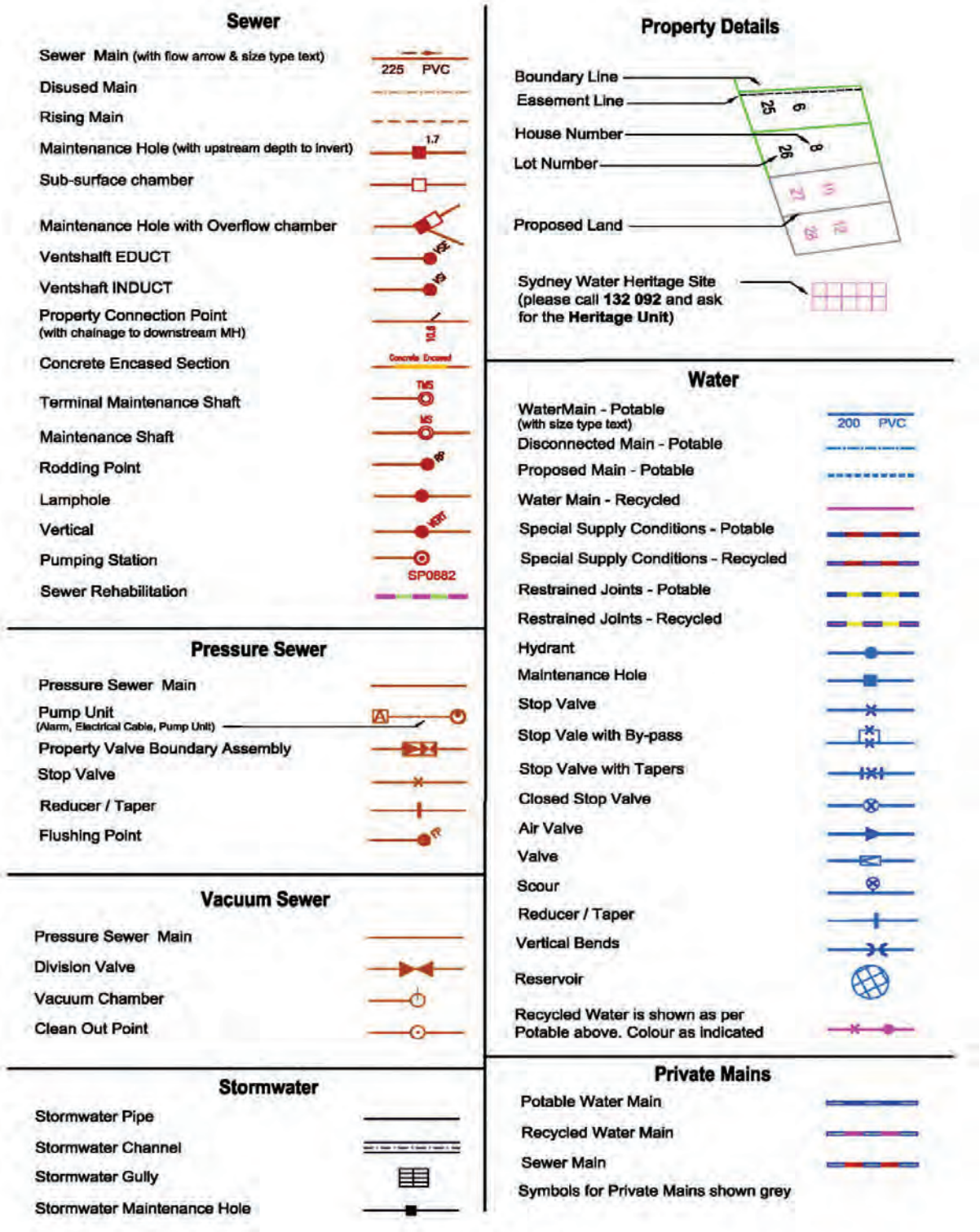
The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend



Disclaimer
The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Pipe Types

ABS	Acrylonitrile Butadiene Styrene	**AC**	Asbestos Cement
BRICK	Brick	**CI**	Cast Iron
CICL	Cast Iron Cement Lined	**CONC**	Concrete
COPPER	Copper	**DI**	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	**DIPL**	Ductile Iron Polymeric Lined
EW	Earthenware	**FIBG**	Fibreglass
FL BAR	Forged Locking Bar	**GI**	Galvanised Iron
GRP	Glass Reinforced Plastics	**HDPE**	High Density Polyethylene
MS	Mild Steel	**MSCL**	Mild Steel Cement Lined
PE	Polyethylene	**PC**	Polymer Concrete
PP	Polypropylene	**PVC**	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	**PVC - O**	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	**RC**	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	**S**	Steel
SCL	Steel Cement (mortar) Lined	**SCL IBL**	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	**SPL**	Steel Polymeric Lined
SS	Stainless Steel	**STONE**	Stone
VC	Vitrified Clay	**WI**	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer
The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.