

RECORDER OF TITLES TASMANIA

Nomination of First By-Laws



STR 186711

Section 90 Strata Titles Act 1998

DESCRIPTION OF LAND			
Folio of the Register			
Volume	Folio	Volume	Folio
183773	1		

TO THE RECORDER OF TITLES

Strata Plan/Scheme No. 186711

I/We the registered proprietor/s of the folio of the Register nominate the by-laws attached as the First By-Laws of the Strata Plan/Scheme lodged with this application.

Date: 16.02.2024

Executed by Direen Realty Pty Ltd (ACN 121 983 980)

Pursuant to section 127(1) of the Corporations Act 2001 (Cth)

By:

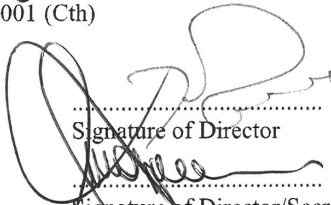
John Marney

Name of Director

Simon Dineen

Name of Director/Secretary
(strike out which is inapplicable)

RP
Rachael Davis
LCC Surveyors
13.3.24



Signature of Director

Signature of Director/Secretary
(strike out which is inapplicable)

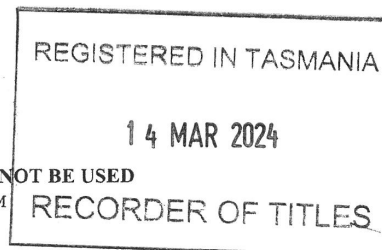
RD
Rachael Davis
LCC Surveyors
13.3.24

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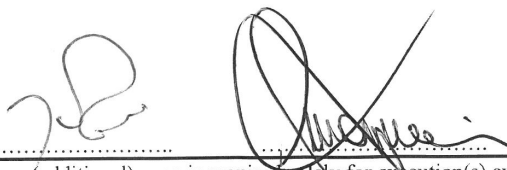
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1. Procedure



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PART 1 – PREAMBLE

1. Interpretation

- (1) An expression defined in the *Strata Titles Act 1998* has the same meaning when used in these by-laws.
- (2) These by-laws are binding on
 - (a) the body corporate
 - (b) the owner of a lot
 - (c) the occupier of a lot, and
 - (d) an invitee of the owner or the occupier of a lot

2. Council planning permit

- (1) The site has been developed and must be maintained in accordance with the endorsed plans and conditions of the Council planning permit.
- (2) The body corporate and lot owners must comply with the permit and conditions.

3. First general meeting

- (1) The developer will hold the first general meeting and appoint Terrace Strata Management Pty Ltd as strata manager for a term of 36 months to enable an orderly establishment of the scheme in accordance with the legislation.
- (2) The functions delegated to the manager relate to and include-
 - (a) administration, insurance, budgeting, levy collection, meetings, records, etc.; and
 - (b) management and control of the common property; and
 - (c) general support services and guidance as required.

- (3) The manager has delegated authority to arrange the necessary upkeep and maintenance of the common property in good order and repair, normally approved by ordinary resolution of the body corporate.

4. Tenants & invitees

- (1) If a lot owner is prohibited from doing anything in these by-laws, the owner must also ensure that tenants and invitees do not do that thing.
- (2) A lot owner must give any tenant of the owner's lot a copy of these by-laws at the commencement of the tenancy and a copy of any change of by-laws made by the body corporate.
- (3) Where a lot is under lease, both the lot owner and the lot owner's tenant are jointly and severally responsible for by-law compliance.

PART 2 - GENERAL BY-LAWS

1. Duty to keep lot in good order and repair

- (1) A lot owner must keep the building, structural improvements and landscaping on the lot in a state of good repair and to a standard in keeping with the other buildings, structural improvements and landscaping on the site.
- (2) A lot owner must maintain and repair

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- (a) any services that exclusively serve the owner's lot, and
 - (b) the driveway rollerdoor serving the owner's lot.
- (3) A lot owner must carry out any work in relation to the owner's lot that the owner is required to carry out by:
- (a) a public or local authority; or
 - (b) the body corporate.
- (4) A lot owner must report any breakdown or failure of common property or service infrastructure to the body corporate.
- 2. Duty to prevent nuisance**
- (2) A lot owner must ensure that
- (a) smoking is not permitted in a building if it breaches OH&S guidelines for the business being conducted;
 - (b) cigarette butts are neither discarded nor binned on the common property.
- 3. Duty to allow access for maintenance and repair of common property**
- (1) The body corporate is entitled to reasonable access to a lot for the purpose of maintaining, repairing or replacing the common property.
- (2) A person authorised by the body corporate may enter the lot for that purpose:
- (a) after giving reasonable notice of intention to exercise the rights of access to the occupier of the lot; or
 - (b) in an emergency, without notice.
- 4. Duty to pay rates and taxes**
- (1) A lot owner must pay all rates, taxes and charges that may be payable in relation to the owner's lot.
- 5. Use of common property**
- (1) A lot owner must not store goods on the common property without the written permission of the body corporate where such permission may be revoked if
- (a) the arrangement is breached; or
 - (b) the arrangement is unduly interfering with another lot owner's use of the site.
- (2) A lot owner must not carry out any business activity on the common property, nor allow the business to "spill out" onto a common property forecourt.
- (3) A lot owner must not behave in a way likely to interfere with the reasonable use and enjoyment of another lot or the common property by the owner or occupier of another lot or the invitees of the owner or occupier of another lot.
- (4) A lot owner must take reasonable steps to ensure that invitees do not behave in a way likely to interfere with the reasonable use and enjoyment of another lot or the common property by the owner or occupier of another lot or the invitees of the owner or occupier of another lot.
- 6. Duty to provide information**
- (1) A lot owner must give the body corporate written notice of any change in the ownership of the lot.

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(2) A lot owner who intends to be absent from their normal contact address must keep the body corporate advised of their mailing address or contact details whilst they are away.

7. Appearance of lots

(1) A lot owner must not, without the written permission of the body corporate:

- (a) make or permit a change to the exterior character, design, colour or finish of buildings, structural improvements or landscaping on the lot; or
- (b) construct or make structural improvements on the lot unless they conform to the exterior character, design, colour and finish of the existing buildings or structural improvements on the site.

(2) A lot owner must keep the open portions of the lot, that are visible to other lot owners, in a neat and tidy condition.

8. Signage

(1) All signage must comply with any Council planning permit.

(2) A lot owner must not, without the written permission of the body corporate, erect or place a sign on the lot or common

property however this sub-clause does not extend to a normal commercial sign advertising that a lot is for sale.

(3) The body corporate has the power to decide on matters relating to the size, shape, material and location of a sign.

(4) A sign must-

- (a) have the approval of any authority that has jurisdiction in relation to the installation of the sign; and
- (b) only identify or advertise a business located within the site; and
- (c) be maintained at all times in good repair and in a clean, tidy and safe condition.

(5) A lot owner must, before the lot is vacated, repair a wall if removal of a sign has exposed damage, fading or discoloration.

9. Insurance

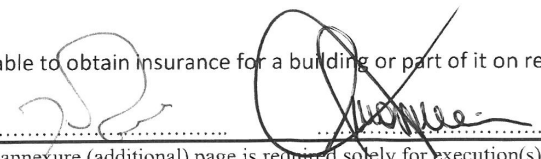
(1) A policy of insurance must be taken out by the body corporate in accordance with the Act in respect to the buildings, on-site improvements and public risk.

(2) A lot owner must pay the body corporate a contribution being either:

- (a) proportionate to the unit entitlements of the various lots; or
- (b) the amount shown on the insurance valuation that is applicable to each lot.

(3) A lot owner must not commit any act, or do anything, that may result in the policy of insurance in relation to the lot becoming void.

4) If the body corporate is unable to obtain insurance for a building or part of it on reasonable terms because



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- (a) a lot owner is carrying on a particular activity on the lot; or
- (b) work is required in relation to the lot to reduce the insurance risk to a reasonable level,

the body corporate may, by written notice given to the owner, require the owner to ensure that the activity ceases or to have the work carried out, as the case requires.

(5) A notice under sub-clause (4) must give the owner the option of paying any additional insurance premium payable in the event of the continuance of the activity, or the non-performance of the work.

10. Building security and Fire Protection

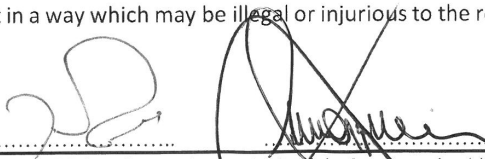
- (1) A lot owner must-
 - (a) secure the owner's lot at all times; and
 - (b) comply with any reasonable directions given by the body corporate in relation to the security of the building and the common property.
- (2) A lot owner must immediately notify the body corporate of any safety hazard, damage, defect, breakage, soiling, graffiti or other problem affecting the building, common property or the site.
- (3) A lot owner must comply with any reasonable directions given by the body corporate, or its agent, in relation to the routine testing of the fire protection equipment.
- (4) A lot owner must ensure that-
 - (a) an adequate area is kept clear around the interior of any fire exit door on the lot; and
 - (b) goods are neither placed nor stored on or around an external fire exit stairway or accessway.
- (5) A lot owner must comply with any reasonable instructions given by the body corporate, or its agent, in respect to fire protection and evacuation.

11. Waste management

- (1) A lot owner must comply with any reasonable directions given by the body corporate in respect to the usage of waste and recycling bins which must be stored in the designated bin area/within the warehouse.
- (2) A lot owner must-
 - (a) store all garbage in the bins provided for that purpose; and
 - (b) regularly place the bins out for collection; and
 - (c) retrieve the empty bins to the designated bin storage area in a timely manner; and
 - (d) keep the bins in a clean, dry and hygienic condition.

12. Use of lots

- (1) A lot owner must not without the written permission of the body corporate-
 - (a) make an application to change the use of the lot; or
- (2) A lot owner must not use the lot in a way which may be illegal or injurious to the reputation of other lot owners.



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13. Keeping of animals

- (1) A lot owner must not, without the body corporate's written approval
 - (a) bring an animal onto, or keep an animal on, the lot or the common property; or
 - (b) permit an invitee to bring an animal onto, or keep an animal on, the lot or the common property.
- (2) If a person reasonably requires a guide dog by reason of impairment of sight or hearing, or an authorised assistance dog, the person is entitled to be accompanied by that dog whilst on a lot or the common property and, if the person is the owner or occupier of a lot, is entitled to keep that dog on the lot.

PART 3 – BODY CORPORATE

1. Functions and duties of the body corporate

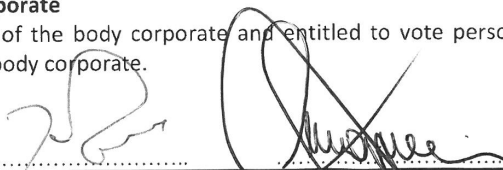
- (1) The body corporate must-
 - (a) enforce the by-laws; and
 - (b) administer, manage and improve the common property reasonably and for the benefit of the owners and occupiers of the lots; and
 - (c) maintain the service infrastructure in good and serviceable order and condition; and
 - (d) take out and maintain a policy of insurance as required under the Act and any further insurance that may be required by resolution of the lot owners.
 - (e) allocate spaces to lot owners for vehicle parking on the common property.

2. Driveways, parking and manoeuvring areas

- (1) The body corporate must allocate carpark. A lot owner's carpark allocation(s) cannot be changed without the lot owner's written consent.
- (2) A lot owner may only park their vehicle(s) in their allocated carpark.
- (3) A vehicle may only be parked on the site in a parking bay approved by the Council planning permit.
- (4) The visitor parking bays may only be used by visitors whilst they on the site.
- (5) A lot owner must load and unload vehicles within the lot and not within a common property driveway.
- (6) The body corporate may take such action it considers necessary to maintain the driveways and parking bays as a safe workplace environment which may include-
 - (a) cautioning a lot owner regarding an unlawfully or dangerously parked vehicle; or
 - (b) moving or towing away an unlawfully or dangerously parked vehicle.
 - (c) requiring an owner to remove an obstruction.
- (7) The body corporate may recover all costs from a lot owner in respect to obtaining driveway and parking bay by-law compliance

3 Membership of body corporate

- (1) Each lot owner is a member of the body corporate and entitled to vote personally or by proxy at general meetings of the members of the body corporate.



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(2) If a mortgagee is in possession of a lot under the mortgage, the mortgagee becomes entitled to exercise any voting rights the owner may have, to the exclusion of the rights of the owner.

4. General meetings of body corporate

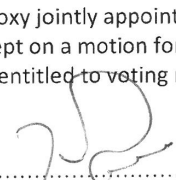
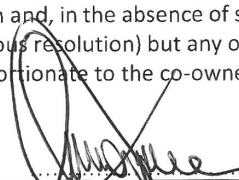
- (1) The body corporate must appoint a chairperson, secretary and treasurer who may be the same person.
- (2) An annual general meeting of the body corporate must be held within 15 months after the last annual general meeting of the body corporate.
- (3) The secretary to the body corporate may call a special general meeting of the body corporate at any time and must do so if required by one third of the members of the body corporate.
- (4) The secretary to the body corporate must, at least 7 days before a general meeting of the body corporate, give to each member of the body corporate written notice—
 - (a) setting out the date, time and place of the general meeting; and
 - (b) stating the nature of the business to be transacted; and
 - (c) if a unanimous resolution or special resolution is to be put before the general meeting, setting out the terms of the proposed resolution.
- (5) In a case where a lot is owned jointly or in common by 2 or more persons, the notice may be addressed to the co-owners jointly and given or sent to any one of them.
- (6) The body corporate may conduct business in person, by post, by Email or by electronic transmission.

5. Quorum

- (1) A quorum at a meeting of the body corporate is members representing a majority of the lots.
- (2) If a quorum is not present at a meeting of the body corporate, any decision made at that meeting is of no effect for a period of 7 days after the circulation of the minutes.
- (3) After that period, the decision has effect unless objections to it have been made within that period by such number of members as would have defeated the decision at the meeting.

6. Voting at general meeting

- (1) A member of the body corporate may vote by email, electronically, personally, or by proxy on matters arising for decision at a general meeting.
- (2) Voting may be by show of hands but, if a poll is demanded, voting is proportionate to the unit entitlement of the member's lot.
- (3) Co-owners may vote by proxy jointly appointed by them and, in the absence of such a proxy, are not entitled to vote on a show of hands (except on a motion for a unanimous resolution) but any one co-owner may require a poll and on the poll a co-owner is entitled to voting rights proportionate to the co-owner's interest in the lot.

 
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7. Voting on unanimous resolution

(1) If a unanimous resolution is required for a particular purpose under this Act, a member of the body corporate may vote on the resolution—

- (a) at the general meeting of the body corporate at which the resolution is proposed;
- (b) by giving the body corporate written notice within 28 days after the date of that meeting, or
- (c) by email ballot

(2) A unanimous resolution is passed if 100% of the votes cast by those present or by those who reply to the email ballot are in favour of the motion.

8. Committee of management

(1) The body corporate may, by ordinary resolution—

- (a) appoint a committee of management to transact business on behalf of the body corporate; or
- (b) change the membership of a committee of management; or
- (c) overrule a decision of the committee of management (to the extent it has not been acted on); or
- (d) remove a committee of management from office.

(2) A committee of management may, subject to limitations and directions imposed or given by the body corporate in general meeting, exercise any powers of the body corporate except powers that may only be exercised by unanimous or special resolution of the body corporate.

(3) A committee of management must consist of at least 3 members.

(4) Subject to any rules to the contrary determined by the body corporate in general meeting—

- (a) a majority of the total number of the members of the committee of management constitutes a quorum of the committee; and
- (b) a decision in which a majority of the members present at a meeting of the committee agree is a decision of the committee.

(5) Any rules determined by the body corporate must be fair and reasonable.

(6) The committee must keep proper minutes of its proceedings and must make them available on request for inspection by any member of the body corporate.

9. Appointment of a manager

(1) The body corporate may appoint a manager and delegate to the manager functions related to the administration, management and control of the common property.

(2) A manager is subject to control and direction by the body corporate acting in general meeting or through a committee of management.

(3) The manager will have delegated authority to arrange the necessary upkeep and maintenance of the common property in good order and repair, normally approved by ordinary resolution of the body corporate.

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(4) The manager will obtain body corporate approval for any discretionary spending.

(5) The manager will provide financial statements as soon as practicable upon request.

10. Administrative fund

(1) The body corporate must maintain a fund for the purpose of meeting its financial obligations under the Act.

(2) All income must be paid into the fund and all expenditure must be made from the fund.

(3) If the body corporate thinks fit, the fund may be subdivided into separate parts, one related to recurrent expenditure and the other related to capital expenditure. Funds in the capital expenditure (sinking fund) are non-refundable to lot owners and must be applied to the purpose so levied.

(4) The fund must be maintained at a level sufficient to meet reasonably foreseeable expenditure to be incurred by the body corporate.

(5) In this sub-section "recurrent expenditure" may include but is not limited to-

- (a) insurance; and
- (b) administration and body corporate management; and
- (c) minor common property repairs and preventative maintenance; and
- (d) external common property window cleaning.

(6) In this sub-section "capital expenditure" may include but is not limited to-

- (a) major common property building structure maintenance; and
- (b) replacement of perimeter fencing; and
- (c) replacement of major component service infrastructure.

11. Contributions

(1) The body corporate may from time-to-time levy contributions in respect of the lots for the purposes of raising an amount that the body corporate decides to be necessary to meet anticipated expenditure or for any other purpose as agreed by an ordinary resolution.

(2) The contributions are to be proportionate to the unit entitlements of the various lots.

(3) A contribution falls due for payment on a date fixed by the body corporate and notified by written notice of the amount due given by the body corporate to the owners.

(4) The owner of the lot as at the due date for payment is liable for the contribution and any person who later becomes an owner before the contribution is paid becomes jointly and severally liable for payment.

(5) If a contribution for which an owner or other person is liable under clause (4) is not paid, the owner or other person is taken to have failed to comply with a requirement of this Act while the contribution remains unpaid.

(6) The body corporate must, on application by an owner or a person having an interest in a lot, certify-

- (a) the amount of any contribution payable by the owner; and
- (b) the due date for payment of the contribution; and

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- (c) any amount by way of unpaid contribution that remains outstanding; and
- (d) the amount of any other liability to the body corporate that remains outstanding from the owner; and
- (e) information in relation to any funds of the body corporate administered by it; and
- (f) information on any legal action to which the body corporate is a party; and
- (g) details of any contributions levied in the previous 12 months; and
- (h) any other relevant matters.

(7) A certificate under clause (6) is, in favour of a person dealing with the owner, conclusive evidence of the matters certified.

12. Interest on overdue contributions

- (1) Interest accrues on overdue contributions at a rate that may be fixed by resolution of the body corporate.
- (2) The rate of interest must be fixed on a fair and reasonable basis.

13. Roll to be kept by body corporate

- (1) The body corporate must maintain a roll containing the following particulars-
 - (a) the name and contact details of the owner of each lot; and
 - (b) the name and contact details of any agent employed by the body corporate to carry out any of its functions in relation to the scheme; and

14. Common seal

- (1) The body corporate common seal must include the name of the body corporate.
- (2) The common seal must only be used by authority of the body corporate previously given and in the presence of two members of the body corporate.

PART 4 - DISPUTE RESOLUTION

1. Procedure

- (1) If a dispute arises within the scheme it must be referred to the body corporate who with the parties must make all reasonable endeavours to settle the matter in dispute within 14 days.
- (2) Any notice, demand or other communication between the parties must be made in writing and be served by hand delivery, post or electronic transmission to the recipients.
- (3) Should the parties fail to resolve the dispute-
 - (a) a matter relating to the provisions of the strata title legislation must be referred to the Recorder of Titles for relief in accordance with Part 9 of the Act; or
 - (b) any other matter must be referred to mediation or arbitration in accordance with the provisions of the *Commercial Arbitration Act 2011*.
- (4) This part binds the body corporate, a lot owner and a lot occupier.

PART 5 – BY-LAW COMPLIANCE

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1. Procedure

(1) The body corporate may serve a section 95 compliance notice on a person bound by the by-laws in respect to the contravention of a by-law.

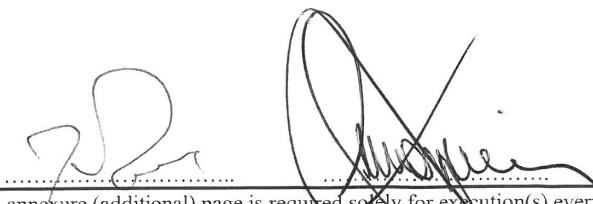
(2) A compliance notice will provide the person with a minimum period of 30 days to cease or remedy the by-law contravention.

(3) If a person fails to comply with a notice the body corporate may apply to the Resource Management and Planning Appeal Tribunal under section 96 for enforcement of the by-law which may include-

- (a) the imposition of a fine of up to 50 Tasmanian penalty units; and
- (b) the making of such further orders the Tribunal considers appropriate to enforce the by-law.

(4) The body corporate may also apply to the Recorder of Titles for relief under Part 9 in respect to by-law contravention.

(5) The body corporate may recover all costs in respect to obtaining the compliance or enforcement of a by-law.



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