

RECORDER OF TITLES
TASMANIA



STR 175715

Nomination of First ByLaws

Section 90 Strata Titles Act 1998

DESCRIPTION OF LAND			
Folio of the Register			
Volume	Folio	Volume	Folio
160940	1		

TO THE RECORDER OF TITLES

Strata Plan/Scheme No. 175715

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: 10th August 2018

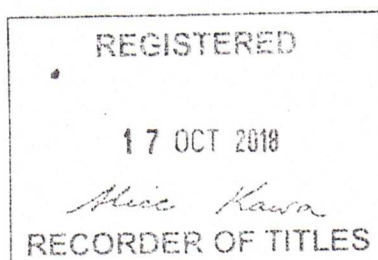
Signed for and on behalf of Alirenste Pty Ltd (ACN 084 850 082)
in accordance with section 127 Corporations Act 2001

Signature: *Ali Sultan*

Name: Ali Sultan Name:
Office held: Director/Secretary

Signature: *Stefanos Yannarakis*

Stefanos Yannarakis
Office held: Director



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DEFINITIONS:

In these by-laws, unless the context otherwise requires:

"Act" means the Strata Titles Act 1998 and any subsequent amending Act.

"Body Corporate" means the body corporate that is established on registration of the Strata Plan pursuant to section 71 of the Act.

"Building" means, as the context requires, the buildings situate at and known as 51battery point, 51 Sandy Bay Road, Battery Point.

"Common Property" means:

- a) all land and improvements within the Strata Scheme that is not within the boundaries of a Lot;
- b) all Service Infrastructure located within the Common Property; and
- c) all Service Infrastructure located within a Lot which is shared or used by another Lot.

"Lot" means a Lot within the Strata Scheme

"Management Committee" means the committee elected and/or appointed by the Body Corporate to transact body corporate business.

"Ordinary Resolution" means a resolution passed at a duly convened meeting of the members of the Body Corporate by a majority of the votes of members present and voting at the meeting.

"Owner" means the registered proprietor of the relevant Lot and includes where the context permits an occupier of that Lot.

"Service Infrastructure" means the service infrastructure within the Strata Scheme by which services and amenities are areprovided to the Lots and or the Common Property, which include but are not limited to; water, electricity, heating, cooling, ventilation, lifts, security services, telecommunication services, aenials, drainage, fire safety.

"Special Resolution" means a resolution passed at a duly convened meeting of the members of the Body Corporate by a majority of at least 75% of the members entitled to vote who are together entitled to exercise at least 75% of the total number of votes that are exercisable at a general meeting of members of the Body Corporate.

"Strata Plan" means the registered strata plan to which these by-laws relate.

"Strata Scheme" means the strata scheme comprising the Lots and the Common Property (together with the system of administration and management) created on the registration of the Strata Plan.

"Unanimous Resolution" of the Body Corporate means a resolution passed at a duly convened meeting of the Body Corporate against which no member of the Body Corporate casts a dissentient vote (at the meeting or later as allowed by the Act).

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BY LAWS:

1. NOISE

The Owner or occupier of a Lot must not use the Lot, or permit its use, in a way that causes a nuisance to the Owner or occupier of any other Lot:

- 1) specifically, by causing excess noise, or
- 2) generally, by any other activity that disrupts or causes a nuisance.

2. OBSTRUCTION OF THE COMMON PROPERTY

The Owner or occupier of a Lot must not:

- 1) obstruct or unreasonably interfere with the lawful use of the Common Property by any other person entitled to use the Common Property; or
- 2) park or leave, or permit the Owner's or occupier's invitees or guests to park or leave, a vehicle on any part of the Common Property (other than those parts (if any) which the Body Corporate has designated for the parking of vehicles).

3. GARDENS ON COMMON PROPERTY

Except with the prior consent in writing of the Body Corporate, the Owner or occupier of a Lot must not:

- 1) alter or change any lawn, garden, tree, shrub, plant or flower being part of or situated upon the Common Property, or
- 2) use for his or her own purposes as a garden any portion of the Common Property.

4. DAMAGE TO COMMON PROPERTY

Except with the prior consent in writing of the Body Corporate, the Owner or occupier of a Lot must not paint, change or alter, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property.

5. USE OF THE COMMON PROPERTY

The Owner or occupier of a Lot:

- 1) 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;
- 2) 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; and
- 3) must not smoke in any enclosed part of the Common Property (including in any lifts).

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6. SECURITY

- 1) Building access will be controlled by security keys and swipe cards. Keys and swipe cards will be issued to Owners in limited numbers by the Body Corporate. Owners will be responsible for the security of the keys and swipe cards and will be charged by the Body Corporate for any costs associated with replacing lost keys and swipe cards.
- 2) An Owner or occupier of a Lot must:
 - a) secure the Lot when it is unoccupied (for example, by closing and locking windows and doors when the Lot is unoccupied); and
 - b) comply with any reasonable directions given by the Body Corporate in relation to ensuring the security of Lots and Common Property.

7. USE OF LOTS

- 1) Subject to the other provisions of this by-law 7, a Lot must be used for residential purposes only.
- 2) If the Body Corporate has given its consent in writing, the Owner or occupier of a Lot may also use the Lot for a home office (in conjunction with the use of the Lot for residential purposes).

8. RENTAL OF LOTS

- 1) A Lot must not be rented or leased for a term of less than 6 months in any one rental term or lease term. Without limiting this by-law 8 1), short term or 'Air BNB' type arrangements are strictly prohibited.
- 2) An 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 new by-laws as soon as possible after the new by-laws are made.

9. ILLEGAL USE OF LOT PROHIBITED

The Owner or occupier of a Lot must not use the Lot for any purpose which may be illegal.

10. KEEPING OF ANIMALS

- 1) Subject to by-law 10 3) the occupier of a Lot must not, without the prior written approval of the Body Corporate:
 - a) bring an animal onto, or keep an animal on, a Lot or the Common Property; or
 - b) permit an invitee to bring an animal onto, or keep an animal on, a Lot or the Common Property.
- 2) Any written approval of the Body Corporate given pursuant to paragraph 1) may be:
 - a) subject to any conditions the Body Corporate sees fit, and
 - b) withdrawn by the Body Corporate at any time.
- 3) If a person reasonably requires the assistance of a guide-dog by reason of impairment of sight or hearing, the person is entitled to be accompanied by a guide dog while on a Lot or the Common Property and, if the person is the Owner or

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occupier of a Lot, is entitled to keep a guide-dog on the Lot.

11. APPEARANCE OF BUILDINGS

- 1) The Owner or occupier of a Lot must not hang, or permit any person to hang, any clothing, sheet, blanket, towel or other similar item on the Common Property or on or from the exterior of the Owners Lot so as to be visible from outside the Owner's Lot.
- 2) An Owner or occupier of a Lot must not display, or permit any person to display any placard, sign or advertisement which may be visible from outside the Lot.
- 3) An Owner or occupier of a Lot must not install, or permit the installation of:
 - a) any blinds or curtains which are visible from outside the Lot unless the colour and backing material of the curtains or blinds have been approved in writing by the Body Corporate; or
 - b) any tinting on exterior windows of the Lot unless the tinting has been approved in writing by the Body Corporate.
- 4) For the purposes of by-law 11 3), any blinds, curtains or tinting approved by Alirenste Pty Ltd before the registration of the Strata Plan are taken to have been approved by the Body Corporate.
- 5) The Owner or occupier of a Lot must keep any balcony forming part of the Lot in a neat and tidy condition. Without limiting the generality of this, an Owner or occupier must not leave rubbish bins, boxes, newspapers, brooms, mops and other similar articles on the balcony.
- 6) An Owner or occupier of a Lot must take reasonable steps to ensure that the mail box for the Lot (if any) does not become full of uncollected mail, newspapers and/or advertising material.

12. OWNER TO TAKE STEPS TO PREVENT PESTS

The Owner of a Lot must take all practical steps to prevent the Lot being infested by vermin or insects.

13. RUBBISH DISPOSAL

An Owner must:

- 1) keep any rubbish containers inside the Owner's Lot (but not on an external balcony) or on such part of the Common Property as may be designated by the Body Corporate for that purpose;
- 2) keep the containers in a clean dry and tidy condition and sealed;
- 3) not store or deposit rubbish on the Common Property other than on a part of the Common Property designated by the Body Corporate for that purpose;
- 4) comply with all applicable laws (including Council by-laws and ordinances) relating to the disposal of rubbish;
- 5) ensure that the disposal and storage pending disposal, of rubbish does not adversely affect the amenity of any other Lot or the Common Property;
- 6) not throw rubbish or any other substance or thing from the windows or balconies of the Lot; and
- 7) take reasonable steps to ensure that the Owners tenants comply with this by-law.

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14. REPAIRS TO LOTS

- 1) Subject to by-law 16, the Owner of a Lot must at the Owners cost and expense:
 - a) keep the Lot in a state of good repair and to a standard in keeping with the other Lots on the site;
 - b) maintain, repair and replace any Service Infrastructure which exclusively serves the Owner's Lot;
 - c) carry out any work in relation to the Owner's Lot that the Owner is required to carry out by any government body;
 - d) keep the exterior windows of the Lot clean; and
 - e) if any exterior window of the Lot breaks or is cracked, promptly replace the glass with glass of the same kind and weight.
- 2) Each Owner of a Lot is responsible at the Owner's cost and expense for the interior maintenance and decoration of their Lot. Where the boundary of a Lot is shown on the Plan as being the interior face of a Building, the Owner has the right, subject to these by-laws, to decorate and attach fixtures and chattels to that face including curtains, blinds, paint, wallpaper, floor coverings, light fittings and other chattels).
- 3) The Owner of a Lot is not required to carry out repairs and maintenance in relation to a Lot that are the responsibility of the Body Corporate.

15. ALTERATIONS AND ADDITIONS TO LOTS

- 1) An Owner or occupier of a Lot must not without the prior written consent of the Body Corporate:
 - a) make any change to the exterior character, design, finish or colour of the Lot;
 - b) make any structural change to the Lot;
 - c) make any alterations to water or electrical installations (apart from normal repairs and replacements) located on the Lot;
 - d) enclose any balcony which forms part of the Lot;
 - e) install any exterior blinds or awnings;
 - f) install any air-conditioning system; or
 - g) install any wireless or television aerial, microwave link satellite dish or other transmission or receiving equipment.

16. BODY CORPORATE REPAIR AND MAINTENANCE

- 1) The Body Corporate must:
 - a) keep and maintain the Common Property and the roofs, exterior (other than exterior glass which forms part of a Lot) and structure of the Buildings in good repair;
 - b) repaint as and when reasonably required the Common Property and the exterior of the Buildings; and
 - c) replace as necessary any Service Infrastructure which is part of the Common Property which becomes worn-out unusable or uneconomic to repair.
- 2) The Body Corporate must repair any damage caused to any Lot or the Common Property by water from a leak originating from:
 - a) the exterior of the Building; or
 - b) any Service Infrastructure which is part of the Common Property

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but not from:

- a) exterior glass which forms part of a Lot;
 - b) Service Infrastructure wholly located within a Lot which exclusively serves that Lot; or
 - c) Damage caused intentionally or recklessly by an Owner or occupier
- 3) Subject to by-law 16 4) the costs and expenses incurred by the Body Corporate in discharging its obligations under by-law 16 1) are to be met from contributions levied against the Owners in accordance with by-law 29.
 - 4) The Owner of a Lot must reimburse the Body Corporate for any costs and expenses reasonably incurred by the Body Corporate in making good any damage to the Buildings or the Common Property caused by the Owner or any occupier of the Owners Lot.
 - 5) by-law 18 4) does not apply to the extent that the Body Corporate is entitled to be indemnified by the insurance of the Buildings and the Common Property for the damage caused by the Owner or any occupier of the Owner's Lot.

17. ACCESS FOR MAINTENANCE AND REPAIR

- 1) The Body Corporate and its agents and contractors are entitled to reasonable access to a Lot for the purpose of enabling the Body Corporate to discharge its obligation under by-law 17
- 2) A person authorised by the Body Corporate may enter a 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
- 3) A key will be made available to the Body Corporate, or any elected strata manager from time to time, for the purpose of gaining emergency access under by-law 17 2)b) if the Owner or their agent cannot be contacted.
- 4) The rights conferred by this by-law must not be exercised in a manner which unreasonably interferes with the enjoyment of a Lot or the Common Property.

18. OWNER NOT TO INSTRUCT BODY CORPORATE AGENTS & CONTRACTORS

The Owner or occupier of a Lot must not instruct any agents or contractors engaged by the Body Corporate to carry out any works which are the responsibility of the Body Corporate.

19. PREVENTION OF DAMAGE OR BLOCKAGE OF PIPES

The Owner of a Lot must not:

- 1) use or permit the use of Service Infrastructure and other water apparatus (including waste pipes and drains) in the Lot for any purpose other than those for which they were designed; or
- 2) deposit any sweepings or rubbish or other unsuitable substances therein.

20. NOTICE OF DAMAGE OR DEFECT

The Owner of a Lot must give the Body Corporate prompt notice of any accident to, or defect in:

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- 1) the Common Property (including any Service Infrastructure located in the Owner's Lot which is part of the Common Property); or
- 2) any Service Infrastructure in the Owner's Lot which is the responsibility of the Owner to repair, and which if not promptly repaired, may result in damage to the Common Property or another Lot.

21. INSURANCE

- 1) An Owner or occupier of a Lot must not do any act or thing which may result in any policy of insurance in relation to the site becoming void or voidable or which may increase the premium payable in respect of that insurance.
- 2) Without limiting the generality of by-law 21 1), an Owner must pay any increased insurance premium occasioned by the particular use of an Owner's Lot.
- 3) The Body Corporate must on the written request of an Owner or the registered mortgagee of a Lot, allow the Owner or mortgagee (or a person authorised by the Owner or mortgagee) to inspect and take copies of:
 - a) the policies of insurance effected by the Body Corporate; and
 - b) the receipts for the last premium paid for such insurance.

22. FLAMMABLE LIQUIDS

The Owner or occupier of a Lot must not use or permit the use of any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating on the Lot, nor in any other way cause or increase a risk of fire or explosion in any Lot or the Common Property.

23. OWNERS MUST COMPLY WITH MANDATORY NOTICES

The Owner of a Lot must observe the terms of any notices displayed on the site by the Body Corporate or of any government body and which are mandatory and binding on the Owner.

24. POWERS OF THE BODY CORPORATE

The Body Corporate may:

- 1) exercise its powers under the Act;
- 2) purchase, hire or otherwise acquire personal property for the use of the Owners and occupants of Lots;
- 3) borrow, repay or invest money in connection with its duties and powers;
- 4) operate any bank account consistent with current business practice;
- 5) employ servants, agents and/or contractors to assist it to undertake any of its powers or duties;
- 6) make an agreement with any Owner or occupier of a Lot for the provision of amenities or services by it to that Lot or to the Owner or occupier; and
- 7) do all things reasonably necessary for the enforcement of the by-laws and the control and management of the Common Property.

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25. BODY CORPORATE MANAGEMENT

- 1) Subject to:
 - a) section 79(2) of the Act;
 - b) any directions of the Body Corporate in general meeting; and
 - c) by-law 27 2),
 the powers and duties of the Body Corporate (including the power of the Body Corporate to give any consent, approval, instruction or direction in relation to any matter or thing) are to be exercised and performed by the Management Committee acting on behalf of the Body Corporate.
- 2) If there is no Management Committee for the time being, the powers and duties of the Body Corporate are to be exercised and performed by the Body Corporate acting pursuant to an ordinary resolution passed at a general meeting of the Owners.

26. ELECTION OF THE MANAGEMENT COMMITTEE

- 1) The Management Committee is to consist of five (5) members of whom are elected by the passing of an Ordinary Resolution by the Body Corporate.
- 2) A person may be elected to or appointed as a member of the Management Committee even if that person is not an Owner, provided the person elected is specified to be an agent of a specific Owner.
- 3) For the purposes of by-law 26 1) an ordinary resolution of any group of Owners is a resolution passed at a duly convened meeting of the Body Corporate by a majority of the votes of those Owners present and voting at the meeting.
- 4) A member of the Management Committee vacates office:
 - a) when the member dies;
 - b) if the member becomes bankrupt or insolvent or makes any arrangement or composition with his or her creditors generally;
 - c) if the member becomes a person whose person or estate is subject to any law relating to mental health;
 - d) if the member resigns by notice in writing to the Body Corporate;
 - e) at the next annual general meeting following his or her election (but any such member is eligible for re-election at that meeting).
- 5) An appointed member also vacates office if the Owner who appointed the member removes the member by notice in writing to the Body Corporate or ceases to be the Owner of the Lot which entitled the Owner to make the appointment.

27. MEETINGS OF THE MANAGEMENT COMMITTEE

- 1) Subject to any directions of the Body Corporate in general meeting and to by-law 27 2), the Management Committee may regulate its own proceedings as it thinks fit and may delegate any of its powers (other than its power of delegation) to a member of the Management Committee, or a subcommittee of the Management Committee, or a strata manager and may at any time revoke the delegation.
- 2) The Management Committee must meet when any member of the committee gives to the other members at least 7 days' notice in writing of a proposed meeting of the Management Committee specifying the reason for calling the meeting
- 3) The quorum for a meeting of the Management Committee is at least half of the

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members of the committee.

- 4) The Management Committee may subject to by-law 27 3) continue to act despite any casual vacancy on the Management Committee.
- 5) At meetings of the Management Committee all matters are to be determined by simple majority vote. In the case of an equality of votes on any matter, the matter is taken to be determined in the negative.
- 6) All acts done in good faith by the Management Committee are effective despite any defect in the appointment or election of a member of the Management Committee.
- 7) A casual vacancy in respect of an elected position on the Management Committee may be filled by the remaining Management Committee members but the new member must be an Owner.
- 8) A casual vacancy in respect of an appointed position on the Management Committee may be filled by the Owner who is entitled to appoint a person to that position.

28. MINUTES OF MEETINGS AND RELATED MATTERS

- 1) (a) The Management Committee and otherwise the Body Corporate must arrange for minutes to be kept of general meetings and meetings of the Management Committee.
(b) The minimum information to be recorded in the minutes for a meeting of the Body Corporate is the date, time and venue of the meeting, the names of the Owners and holders of proxies present, the names of people who have provided proxies, and the voting on any resolution.
(c) The minimum information to be recorded in the minutes for a meeting of the Management Committee is the date, time and venue of the meeting, the names of the members of the Management Committee present, and the voting on any resolution.
- 2) The Management Committee or otherwise the Body Corporate must:
 - a) keep proper books of account covering all income and expenditure of the Body Corporate and the assets and liabilities of the Body Corporate;
 - b) prepare proper financial statements of all income and expenditure of the Body Corporate and assets and liabilities of the Body Corporate and present them to each annual general meeting;
 - c) ensure that the financial statements are audited by an Independent accountant and present a copy of the accountant's report to the annual general meeting; and
 - d) make the accounts and minutes of meetings available for inspection on request by an Owner or mortgagee of a Lot at all reasonable times.
- 3) If a strata manager has been elected by the Body Corporate, the duties of the Management Committee contained in by-law 28 2) are deemed to have been delegated to the elected strata manager, but remain the ultimate responsibility of the Management Committee.

29. FINANCIAL MATTERS INCLUDING CONTRIBUTIONS BY OWNERS

- 1) The Body Corporate must establish the following separate funds within the administration fund for the purposes of section 82 of the Act:

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- a) a fund for payment of recurrent costs and expenses incurred, or to be incurred, by the Body Corporate; and
- b) a fund to meet capital costs and expenses in relation to the Building (including future capital costs and expenses);
- 2) Contributions to the funds referred to in by-law 29 1)a) and by-law 29 1)b) are to be paid by the Owners in proportion to their respective unit entitlements.
- 3) The Body Corporate may charge reasonable interest or levy fines on overdue payments to the Body Corporate. Any interest collected is to be allocated to the relevant fund to which the overdue contribution is due.
- 4) The Body Corporate, or any strata manager acting on behalf of the Body Corporate, may charge a reasonable fee and collect any associated debt collection costs for pursuing any outstanding payments by an Owner arising in relation to these by-laws.
- 5) The Body Corporate must:
 - a) pay each cost and expense incurred, or to be incurred, by the Body Corporate from the relevant fund to which the cost or expense relates in accordance with the requirements of this by-law;
 - b) maintain each fund at a sufficient level to meet reasonably foreseeable expenditure to be incurred by the Body Corporate and which is required to be paid from that fund; and
 - c) credit each contribution paid or payable by an Owner to the relevant fund to which the contribution relates.
- 6) The Owner of a Lot is responsible for paying all rates, taxes and other government charges that are levied, charged or assessed in relation to the Owner's Lot.
- 7) Without limiting the nature of the contribution to funds permitted under this by-law 29, the Body Corporate must obtain and maintain such funds as necessary to meet the obligations of the Body Corporate under the Part 5 Agreement, including those in relation to the operation and maintenance of the stormwater treatment and detention system as specified in the Part 5 Agreement.
- 8) In this by-law 29:
 - a) **"recurrent costs and expenses"** includes:
 - i. insurance;
 - ii. administration including accounting and body corporate management;
 - iii. cleaning including rubbish removal;
 - iv. energy costs (for example electricity consumed in the Common Property);
 - v. maintenance (including preventative maintenance of Service Infrastructure which is part of the Common Property) but not replacement of major components;
 - vi. minor repairs of a non-structural nature;
 - vii. minor repainting;
 - viii. monitoring and servicing of alarm systems;
 - ix. caretaker and security services; and
 - b) **"capital costs and expenses"** includes:
 - i. structural and other substantial repairs;
 - ii. repainting of all, or any substantial part of any Building; and
 - iii. replacement of Service Infrastructure which is part of the Common Property (including replacement of major components).
 - c) **"Part 5 Agreement"** means the part 5 agreement entered into and which affects the land upon which the Building lies.

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30. MEETINGS

- 1) A first general meeting of Owners must be held within 3 months after the registration of the Strata Plan. The first general meeting may be convened by any Owner
- 2) The Body Corporate must have an annual general meeting in each year. The time between annual general meetings must not exceed 15 months.
- 3) All general meetings other than the annual general meetings are called special general meetings.
- 4) The Management Committee or the secretary of the Body Corporate may at any time, and must upon a requisition in writing made by not less than one-third of the total number of members of the Body Corporate, convene a general meeting. If there is no Management Committee or secretary of the Body Corporate for the time being, any member may convene a general meeting.
- 5) The convener of a general meeting must give notice in writing to each Owner of the date, time, place and business of the meeting. The notice must be given to each Owner at least 7 days before the general meeting is held.
- 6) A notice convening a meeting may either be handed to the Owner or posted delivered to the Owners last known address.
- 7) The accidental omission to give notice to any Owner or the non-receipt of such notice does not invalidate any proceedings at a general meeting.

31. PROCEEDINGS AT GENERAL MEETINGS

- 1) All business shall be deemed special that is transacted at an annual general meeting with the exception of the consideration of accounts and election of members of the Management Committee, or at a special general meeting.
- 2) Subject to these by-laws, no business may be transacted at any general meeting unless a quorum of members is present at the time the meeting proceeds to business.
- 3) Owners, present in person or by proxy, entitled to exercise at least one-half of the total number of votes exercisable by all Owners at a meeting of the Body Corporate constitutes a quorum.
- 4) If within half an hour from the time appointed for a general meeting a quorum is not present, the meeting is adjourned to the same day in the next week at the same place and time, and if at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting the persons entitled to vote and present constitute a quorum.
- 5) At the commencement of a general meeting a chairperson of the meeting shall be elected.
- 6) At any general meeting a resolution by the vote of the meeting shall be decided on the show of hands unless a poll is demanded by any Owner present in person or by proxy.
- 7) Unless a poll is demanded, a declaration by the chairperson that a resolution has on the show of hands been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution.
- 8) A demand for a poll may be withdrawn.
- 9) A poll if demanded shall be taken in such manner as the chairperson thinks fit and the result of the poll is taken to be the resolution of the meeting at which such poll was demanded.
- 10) In the case of equality of votes whether on a show of hands or on a poll the question is determined in the negative.

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32. VOTES OF OWNERS

- 1) On a show of hands each Owner has one vote.
- 2) On a poll each Owner has the number of votes equivalent to the unit entitlements for the Owner's Lot.
- 3) A vote by an Owner will not be counted if that Owner has any overdue payments to the Body Corporate.
- 4) On a show of hands or on a poll votes may be given either personally or by proxy.
- 5) An instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney, and may be either general or for a particular meeting.
- 6) A proxy need not be an Owner.
- 7) 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 when the unanimous resolution of Owners is required; but any one co-Owner may demand a poll.
- 8) On any poll each co-Owner is entitled to such part of the vote applicable to a Lot as is proportionate to the co-Owner's interest in that Lot.
- 9) The joint proxy (if any) on a poll has a vote proportionate to the interest in the Lot of such of the joint Owners as do not vote personally or by individual proxy.
- 10) Where Owners are entitled to successive interests in a Lot, the Owner entitled to the first interest is alone entitled to vote.

33. SECRETARY

The Body Corporate is to appoint a person to the position of secretary of the Body Corporate. Until a person is so appointed, Steven Yannarakis is to be regarded as the secretary to the Body Corporate.

34. ALTERATION TO BY-LAWS

- 1) By-laws 18, 26, 27, 28, 29, 30, and this by-law 34 may only be altered by Unanimous Resolution of a duly convened meeting of the Body Corporate.
- 2) All other by-laws may be altered or added to by Special Resolution.

35. NOTIFICATION OF CHANGE OF OWNERSHIP, OCCUPANCY OR ADDRESS

1. Owners must notify the Body Corporate as soon as possible of any change of ownership or of the occupancy of their Lot.
2. Owners who do not occupy their Lots or who will be absent from their Lots for more than 3 months must keep the Body Corporate advised of their mailing address and any contact telephone number, and any changes to them as soon as possible.

36. CONSENT OF THE BODY CORPORATE

- 1) If the permission, consent or approval of the Body Corporate is required in connection with any matter or thing that permission, consent or approval must not be unreasonably withheld or delayed.
- 2) A permission, approval or consent may be given conditionally or unconditionally.
- 3) Any conditions imposed by the Body Corporate must:

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- a) be reasonable; and
- b) be complied with by the person seeking the permission, approval or consent.

37. INTERPRETATION:

In these by-laws, unless the context otherwise requires:

- 1) headings are for convenience only and do not affect interpretation;
- 2) words denoting the singular include the plural and vice versa;
- 3) words denoting any gender include all genders;
- 4) other parts of speech and grammatical forms of a word or phrase defined in these by-laws have a corresponding meaning;
- 5) an expression denoting a natural person, company, partnership, joint venture, association, corporation or other body corporate includes any other of them;
- 6) a reference to any thing or any property includes a part of that thing or property;
- 7) a reference to any legislation includes any amendment or re-enactment of or substitution for that legislation, and any subordinate legislation issued or made under, any such legislation;
- 8) a reference to a Lot followed by a number refers to the Lot identified with that number on the Plan and any Lot created by the division of that Lot;
- 9) a reference to the Owner of a Lot is a reference to the Owner of that Lot in his or her capacity as the Owner of that Lot;
- 10) reference to the exterior of a Lot includes any part of the Lot which is visible from outside the Lot; and
- 11) examples are illustrative only and not exhaustive.

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