

SP80947

BY-LAWS FOR
SP 80947

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1. INTERPRETATION

1.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

Air Conditioning Services includes air handling units, fan units, fan coil units, cables, conduits, pipes, wires, mechanical ventilation, ductwork and ducts which are part of Common Property or which are part of Common Property and exclusively service a Lot including by supplying air conditioning or reticulated water for air conditioning.

Balcony means a balcony, terrace, plant box or courtyard shown on the Strata Plan.

Building Manager means the building manager appointed by the Owners Corporation, according to by-law 21 ("Agreement with the Building Manager").

Building Works mean works, alterations, additions, damage, removal, repairs or replacement of:

- (a) Common Property structures, including the Common Property walls, floor and ceiling enclosing your Lot. Common Property walls include windows and doors and those walls; or
- (b) the structure of your Lot; or
- (c) the internal walls inside your Lot (eg a wall dividing two rooms in your Lot); or
- (d) Common Property services; or
- (e) Services in the Strata Plan, whether or not they are for the exclusive use of your Lot.

Building Works exclude:

- (f) minor fit out works inside a Lot; and
- (g) works or alterations to the interior of Common Property walls in a Lot (eg hanging pictures or attaching items to those walls).

Common Property means:

- (a) Common Property in the Strata Plan; and
- (b) personal property of the Owner Corporation.

Community Room means a Common Property meeting room and associated facilities on level 2 of the Complex.

Complex means the building comprised in the Strata Plan.

Council means Ryde City Council.

Developer means Maincon Holdings Pty Limited ACN 069 475 127 and Progroup Management Pty Limited ACN 075 284 454.

Development Act means the *Strata Schemes (Freehold Development) Act 1973* (NSW).

Directory Board means the Common Property directory board which may be erected in the foyer of the Complex.

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Executive Committee means the executive committee of the Owner Corporation.

Exclusive Use By-Law means by-laws granting Owners exclusive use and special privileges of Common Property according to division 4, chapter 2 in part 5 of the Management Act.

Garbage Room is the Common Property garbage room shown on the Location Plan as the "Garbage" area.

Government Agency means a government or semi-government administrative, fiscal or judicial department or entity.

Initial Period has the same meaning as it does in the Management Act.

Inter-Tenancy Wall means a Common Property wall between two Lots.

Location Plan means the location plan annexed to these by-laws as Annexure A.

Lot has the same meaning as it does in the Development Act.

Management Act means the *Strata Schemes Management Act 1996 (NSW)*.

Occupier means the occupier, lessee or licensee of a Lot.

Owner means:

- (a) the owner for the time being of a Lot; or
- (b) if a Lot is subdivided or re-subdivided, the owners for the time being of the new Lots; or
- (c) for an Exclusive Use By-Law, the owner(s) of the Lot(s) benefiting from the by-law; or
- (d) a mortgagee in possession of a Lot.

Owners Corporation means The Owners – Strata Plan No []

Rules mean Rules made by the Owners Corporation according to by-law 27 ("Rules").

Security Keys means a key, magnetic card or other device or information used in the Complex to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems.

Strata Manager means the person appointed by the Owners Corporation as its strata managing agent under section 27 of the Management Act. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owner Corporation.

Strata Plan means strata plan number [].

Unloading Bay means any Common Property unloading bay.

1.2 References to certain terms

Unless a contrary intention appears, a reference in the by-laws to:

- (a) **(Management Act)** words that this by-law does not explain have the same meaning as they do in the Management Act; and
- (b) **(you)** the word "you" means an Owner or Occupier; and
- (c) **(by-laws)** a by-law is a reference to the by-laws and Exclusive Use By-Laws under the Management Act which are in force for the Complex; and

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- (d) **(variations or replacement)** a document (including the by-laws) includes any amendments, addition or replacement of it; and
- (e) **(reference to statutes)** a law, ordinance, code or other law includes regulations and other instruments under it and consolidates, amendments, re-enactments or replacements of them; and
- (f) **(person)** the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency; and
- (g) **(executors, administrators, successors)** a particular person includes reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and
- (h) **(singular includes plural)** the singular includes the plural and vice versa; and
- (i) **(meaning not limited)** the words "include", "including" "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example of a similar kind.

1.3 **Headings**

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of the by-laws.

1.4 **Severability**

If the whole or any part of a provision in the by-laws is void, unenforceable or illegal, then that provision or part provision is severed from the by-laws. The remaining by-laws have full force and effect unless the severance alters the basic nature of the by-law or is contrary to public policy.

1.5 **Discretion in exercising rights**

The Owners Corporation and the Executive Committee may exercise a right or remedy or give their consent in any way they consider appropriate (unless the by-laws expressly state otherwise).

1.6 **Partial exercise of rights**

If the Owners Corporation, Executive Committee, an Owner or an Occupier do not fully exercise a right or remedy fully or at a given time, they may still exercise it later.

1.7 **Remedies cumulative**

The rights and remedies provided in the by-laws are in addition to other rights and remedies given by law independently of the by-laws.

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2. ABOUT THE BY-LAWS

2.1 Purpose of the by-laws

The by-laws regulate the day to day management and operation of the Complex. They are an essential document for the Owners Corporation and everyone who owns or occupies a Lot in the Complex.

2.2 Who must comply with the by-laws?

Owners and Occupiers must comply with by-laws. The Owners Corporation must comply with the by-laws.

3. EXCLUSIVE USE BY-LAWS

3.1 Purpose of the Exclusive Use By-Laws

To more fairly apportion the costs for maintaining, repairing and replacing Common Property, the Exclusive Use By-Laws make Owners responsible for the Common Property which they exclusively use or have the benefit of.

3.2 Interpreting this by-law

In this by-law, "you" means an Owner who has the benefit of an Exclusive Use By-Law.

3.3 How to change and Exclusive Use By-Law

The Owners Corporation may, by special resolution:

- (a) create, amend or cancel an Exclusive Use By-Law with the written consent of each Owner who benefits (or will benefit) from the Exclusive Use By-Law; and
- (b) amend or cancel this by-law only with the written consent of each Owner who benefits (or will benefit) from the Exclusive Use By-Law.

3.4 Occupiers may exercise rights

You may allow the Occupier of your Lot to exercise your rights under an Exclusive Use By-Law. However, you remain responsible to the Owners Corporation and, where appropriate, Government Agencies to comply with your obligations under the Exclusive Use By-Law.

3.5 Regular accounts for your costs

If you are required under an Exclusive Use By-Law to contribute towards the costs of the Owners Corporation, the Owners Corporation must give you regular accounts of the amounts you owe. The Owners Corporation may:

- (a) include those amounts in notices for your administrative fund or sinking fund contributions; and
- (b) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

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3.6 Repairing damage

You must repair damage you (or someone acting on your behalf) cause to Common Property or the property of another Owner or Occupier when exercising your rights of complying with your obligations under an Exclusive Use By-Law.

3.7 Indemnities

You indemnify the Owners Corporation against all claims and liability caused by exercising your rights or complying with your obligations under an Exclusive Use By-Law.

3.8 Additional insurances

In addition to your obligations under by-law 25 ("Insurance Premiums"), you must reimburse the Owners Corporation for any increased premium for its insurance policies caused as a result of the exercise of your rights or the performance of your obligations under an Exclusive Use By-Law.

4. EXCLUSIVE USE OF COMMON PROPERTY CORRIDORS

4.1 Exclusive Use By-Law

This is an exclusive use by-law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the owners of Lots benefiting.

4.2 Exclusive Use Rights

The owner of any two or more Lots which are separated by common property corridors which are not required to be utilised by any other Lots for emergency egress:

- (a) shall have exclusive use of the Common Property corridors ("corridor exclusive use area"); and
- (b) must provide any certifications reasonably required by the Owners Corporation to evidence that the use of the corridors does not compromise emergency egress; and
- (c) may remove walls to incorporate such corridors into the area of the Lots' corridor exclusive use area and shall be responsible for all upkeep and replacement of floor coverings, light fittings, ceilings, painting and lighting within the corridor exclusive use area during the period of exclusive use and at the conclusion of the exclusive use period; and
- (d) shall be responsible for electricity consumption for lighting within the exclusive use area and such lighting must only be connected to the Lot's power supply; and
- (e) shall be responsible for all costs and requirements of any authorities for the rearranging of power supply connections from the Lots to the house lighting circuit at the conclusion of the exclusive use period.

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4.3 Interpreting this By-Law

In this Exclusive Use By-Law, "you" means the owner of a lot referred to in this By-Law.

4.4 Obligation of the Owners

You must, at your cost:

- (a) operate, maintain, repair and where necessary replace any fittings, floor coverings and ceilings in the Common Property area over which the exclusive use right operates;
- (b) comply with all reasonable requirements of the owners Corporation in regard to fire safety certifications;
- (c) only use contractors approved by the Owners Corporation to maintain, repair and service any part of the exclusive use area; and
- (d) prior to the separate transfer or sale of any Lot to a third party reinstate all Common Property to recreate the corridor and entries to lots to a similar standard and in the same style as elsewhere in building.

5. EXCLUSIVE USE OF COMMON PROPERTY DOORS, WINDOWS , BALCONIES AND ANCILLARY ITEMS

5.1 Exclusive Use By-Law

This is an exclusive use by-law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the owners of Lots benefiting. By-laws 3.3 ("How to change an Exclusive Use By-Law") to 3.8 ("Additional insurances") apply to this Exclusive Use By-Law.

5.2 Exclusive Use Rights

The owners of all Lots have exclusive use of the Common Property comprising:

- (a) suspended ceilings;
- (b) plumbing associated with sinks in each suite;
- (c) splash backs in kitchen/wet areas in each suite if installed;
- (d) front entry door to each suite;
- (e) sliding door/doors onto balconies and terraces;
- (f) the surfaces of balconies, terraces and courtyards (including any gravel beds and planter boxes); and
- (g) any inter Lot wall between two Lots in the same ownership.

5.3 Interpreting this By-Law

In this Exclusive Use By-Law, "you" means the owner of a lot referred to in this By-Law.

5.4 Obligation of the Owners

You must, at your cost:

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- (a) maintain, repair and where necessary replace suspended ceilings, plumbing, front entry doors, sliding doors/doors and all surfaces on balconies, terraces and courtyards; and
- (b) use contractors approved by the Owners Corporation to maintain, repair and replace the services referred to in paragraph (a) above.

5.5 Reinstatement

Where an owner of a Lot owns an adjacent Lot, he must ensure that upon sale of one Lot separately from the other, that all Common Property is reinstated as follows:

- (a) Glass walls or fences reinstated between balconies;
- (b) Walls reinstated between courtyards;
- (c) Balustrades reinstated along boundaries of courtyards;
- (d) All floor surfaces reinstated; and

5.6 Special Contribution

The beneficiary of an exclusive use right over a corridor as defined in by-law 5.2. shall be liable to pay to the Owners Corporation a Special Contribution (SC) calculated as follows:

SC = A x Strata Levies per Unit Entitlement determined from time to time by the Owners Corporation, where

$$A = \frac{B \times D}{C} \text{ where,}$$

A = Equivalent Unit Entitlements attributed to Common Property Corridor over which Exclusive Use Right is granted;

B = Floor area of Common Property Corridor over which Exclusive Use Right is granted;

C = Sum of internal areas of Lots benefiting from the exclusive use right;

D = Sum of Unit Entitlements of Lots benefiting from the exclusive use right.

5.7 Rent For Common Property Corridor

The beneficiary of an exclusive use right over a corridor as defined in by-law 5.2. shall be liable to pay to the Owners Corporation a Rent calculated at the rate of \$30.00 per square metre multiplied by the floor area of Common Property Corridor over which Exclusive use right is granted. Such Rent shall be adjusted annually on 1 July each year (Review Date) by reference to the Consumer Price Index calculated as:

$$\text{New rent} = \frac{X \times \text{CPI 2}}{\text{CPI 1}} \text{ where}$$

X = the annual rent at the last Review Date

CPI 1 = the Consumer Price Index for Sydney (all Groups) for June quarter before the previous Review Date (or for the first Review date, CPI 1 = Consumer Price Index for Sydney (all Groups) for June Quarter 2008), and

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CPI 2= the Consumer Price Index for Sydney (all Groups) for June quarter of the Year of the Review Date.

6. YOUR BEHAVIOUR

6.1 What are your general obligations?

You must not:

- (a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of a Lot or Common Property by another Owner or Occupier; or
- (b) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors; or
- (c) smoke cigarettes, cigars or pipes while you are on Common Property or in part of a Lot which is air conditioned or allow smoke from them to enter Common Property; or
- (d) obstruct the legal use of Common Property by any person; or
- (e) do anything in the Complex which is illegal; or
- (f) do anything which might damage the good reputation of the Owners Corporation or the Complex.

6.2 Complying with the law

You must comply on time and at your cost with all laws relating to:

- (a) your Lot; and
- (b) the use of your Lot; and
- (c) Common Property to which you have a licence, lease or a right to use under an Exclusive Use By-Law.

The things with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of Government Agencies.

7. YOU ARE RESPONSIBLE FOR OTHERS

7.1 What are your obligations?

You must:

- (a) take all responsible actions to ensure your visitors comply with the by-laws; and
- (b) make your visitors leave the Complex if they do not comply with the by-laws; and
- (c) take reasonable care about who you invite into the Complex; and
- (d) accompany your visitors at all times, except when they are entering or leaving the Complex.

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You must not allow another person to do anything which you can not do under the by-laws.

7.2 Requirements if you lease your Lot

If you lease or licence your Lot; you must:

- (a) provide your tenant or licensee with an up-to-date copy of the by-laws; and
- (b) ensure that your tenant or licensee and their visitors comply with the by-laws; and
- (c) take all action available to you, including action under the lease or licence agreement, to make them comply or leave the Complex.

8. WHAT ARE YOUR OBLIGATIONS FOR YOUR LOT?

8.1 General Obligations

You must:

- (a) keep your Lot clean and tidy and in good repair and condition; and
- (b) properly maintain, repair and , when necessary, replace an installation or alteration made under the by-laws which services your Lot (whether or not you made the installation or alteration); and
- (c) notify the Owners Corporation if you change the existing use of your Lot in a way which may affect its insurance policies or premiums. See by-law 24 ("Insurance Premiums") for important information about increasing and paying for insurance premiums; and
- (d) at your expense, comply with all laws about your Lot including requirements of Government Agencies.

8.2 When will you need consent from the Owners Corporation?

Subject to the by-laws, you must have consent from the Owners Corporation to:

- (a) carry out Building Works; or
- (b) keep anything in your Lot which is visible from outside the Lot and is not keeping with the appearance of the Complex; or
- (c) store anything in the carspace of your Lot (other than a vehicle); or
- (d) enclose the carspace of your Lot; or
- (e) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your Lot if they are visible from outside your Lot or the Complex; or
- (f) install an intruder alarm with an audible signal; or
- (g) attach or hang an aerial or wires outside your Lot or the Complex.

8.3 Floor coverings

If you an Owner, you must keep the floors in your Lot covered or treated to stop the transmission of noise which might unreasonably disturb another Owner or Occupier.

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8.4 Changing floor coverings

You must have consent from the Owners Corporation to remove or interfere with floor coverings or treatments in your Lot which assist to prevent the transmission of noise which might unreasonably disturb another Owner or Occupier.

8.5 Window tinting

You must have consent from the Owners Corporation to affix window tinting or other treatments to windows and glass doors in your Lot. You must ensure that the existing window tinting is not damaged and must replace it at your costs if it is damaged in any way.

8.6 Window coverings

Window coverings (eg curtains, blinds and louvres) in your Lot must be a colour and design approved by the Owners Corporation. The Owners Corporation will generally approve window coverings which match those originally installed by the Original Proprietor.

8.7 Cleaning windows

You must clean the glass in windows and doors of your Lot (even if they are Common Property). However, you do not have to clean the glass in windows or doors that you cannot access safely.

8.8 Rights of the Owners Corporation to clean windows

The Owners Corporation may resolve to clean the glass in some or all of the windows and doors in the Complex. If the Owners Corporation resolves to clean glass in your Lot, you are excused from your obligations under by-law 8.7 ("Cleaning windows") for the period the Owners Corporation resolves to clean the glass.

9. THE BALCONY OF YOUR LOT

9.1 What may you keep on a Balcony?

Except for lots 80, 81, 82, 83, 95, 96, 97 and 98 which lots are prohibited from keeping any occasional furniture and outdoor recreational equipment on balconies, you may keep planter boxes, pot plants, landscaping, occasional furniture and outdoor recreational equipment on the Balcony of your Lot if:

- (a) it is a type approved by the Owners Corporation; or
- (b) it is a standard commensurate with the standard of the Complex; or
- (c) it will not (or is not likely to) cause damage; or
- (d) it is not (or is not likely to become) dangerous.

9.2 Removing items from a Balcony

To enable the Owners Corporation to inspect, repair or replace Common Property, the Owners Corporation may require you, at your cost, to temporarily remove and store items from the Balcony of your Lot that are not Common Property.

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9.3 **Enclosing a Balcony**

You must have consent from the Owners Corporation and Government Agencies to enclose the Balcony of your Lot.

10. **STORING AND OPERATING A BARBEQUE**

10.1 **What are your rights and obligations?**

Except for lots 80, 81, 82, 83, 95, 96, 97 and 98 which lots are prohibited from using any type of barbecue, you may store and operate a portable barbecue on the Balcony of your Lot if:

- (a) it is a type approved according to by-law 10.2 ("Types of portable barbecues"); and
- (b) it will not (or is not likely to) cause damage; and
- (c) it is not (or is not likely to become) dangerous; and
- (d) you keep it covered when you are not operating it; and
- (e) you keep it clean and tidy; and
- (f) you comply with this by-law.

10.2 **Types of portable barbecues**

You may store and operate the following types of portable barbecues on the Balcony of your Lot:

- (a) a covered kettle style portable barbecue; or
- (b) a covered gas or electric portable barbecue; or
- (c) any other type approved by the Owners Corporation.

You must not store or operate a portable barbecue on the Balcony of your Lot if that portable barbecue has no cover.

10.3 **Operating a portable barbecue**

Your may only operate your barbecue during the hours of 9:00am and 9:00pm (or during other hours approved by the Owners Corporation).

10.4 **What if your barbecue interferes with someone else?**

When you use a barbecue, you must not create smoke, odours or noise which interfere unreasonably with another Owner or Occupier.

11. **KEEPING ANIMALS**

11.1 **What animals may you keep?**

You may keep in your Lot:

- (a) goldfish or other similar fish in an indoor aquarium; and
- (b) a guide dog if you need the dog because you are visually or hearing impaired.

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11.2 Your visitors

You must not allow your visitors to bring animals in to the Complex unless the animals are guide dogs or hearing dogs and your visitors are visually or hearing impaired.

12. ERECTING A SIGN

12.1 What approval do you need?

Subject to this by-law, you may erect a sign in your Lot to advertise the business operated from your Lot provided that:

- (a) you obtain all necessary consents from Government Agencies and the Owners Corporation; and
- (b) you do not etch the sign into glass windows or doors (or other glass surfaces in your Lot or on Common Property); and
- (c) you do not attach the sign to Common Property (including the Common Property windows or doors on the boundary of your Lot).

12.2 Placing signs on the Directory Board

You may place the details of the business operated from your Lot on the Directory Board (provided that the Owners Corporation agrees to provide a Directory Board) provided that, at your cost:

- (a) you comply with the instructions of the Owners Corporation regarding the materials, type face and other matters affecting the appearance of your business details; and
- (b) you place your details in the area allocated by the Owners Corporation for your use or supply such information in digital or other electronic form as the Owners Corporation shall require; and
- (c) you properly maintain and, where necessary, replace the details for your Lot on the Directory Board (whether or not you placed them on the Directory Board); and
- (d) you promptly remove from the Directory Board details for your Lot which are no longer current (whether or not you placed them on the Directory Board) or request the Owners Corporation to do so.

12.3 Prohibited signs

You must not erect:

- (a) signs with direct light on the façade of the Complex; or
- (b) a sign with flashing lights; or
- (c) a cardboard or other temporary sign on the wall or window of your Lot.

12.4 Maintaining signs

You must maintain, keep clean and in good condition, repair and , when necessary, replace signs on the Complex erected according to this by-law which service your Lot (whether or not you erected the sign).

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12.5 The Developer

While the Developer is an Owner, the Developer does not need consent from the Owners Corporation to erect and display "For Sale" or "For Lease" signs on Common Property or in a Lot which the Developer owns or leases.

13. FIRE CONTROL

13.1 What are your obligations?

You may keep flammable materials in your Lot only if you:

- (a) use them in connection with the lawful use of your Lot; and
- (b) keep them in reasonable quantities according to the guidelines of Government Agencies.

13.2 Comply with the law

You and the Owners Corporation must comply with laws about fire control.

13.3 Restrictions about fire safety

You must not:

- (a) keep flammable materials on Common Property; or
- (b) interfere with fire safety equipment; or
- (c) obstruct fire stairs or fire escapes; or
- (d) keep flammable materials in the carspace of your Lot.

14. MOVING AND DELIVERING STOCK, FURNITURE AND GOODS

14.1 Moving in

You must make arrangements with the Owners Corporation at least 48 hours before you move in to or out of the Complex or move large articles (eg furniture) through Common Property.

14.2 What are your obligations?

When you take deliveries or move furniture or goods through the Complex (including the delivery of stocks and goods), you must:

- (a) comply with the reasonable requirements of the Owners Corporation, including requirements to fit an apron cover to the Common Property lift; and
- (b) repair any damage you (or the person making the delivery) cause to Common Property; and
- (c) if you (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property.

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14.3 **Role of the Building Manager**

The Owners Corporation may appoint the Building Manager to assist it to perform its functions under this by-law. If this happens, you must:

- (a) make arrangements with the Building Manager when you move in or out of the Complex; and
- (b) comply with the reasonable requirements of the Building Manager when you take deliveries or move furniture or goods through the Complex.

15. **PARKING ON COMMON PROPERTY**

15.1 **General requirements**

Subject to this by-law, you must have consent from the Owners Corporation to park or stand a vehicle on Common Property.

15.2 **Using the Unloading Bay**

These requirements apply to using the Unloading Bay:

- (a) you may park in and use the Unloading Bay for a maximum of one hour at a time for the purpose of unloading your vehicle or making a delivery to your Lot; and
- (b) you may allow persons delivering furniture or goods to your Lot (eg a courier of food delivery) to park in the Unloading Bay for a maximum of one hour; and
- (c) if you want to use the Unloading Bay for more than one hour at a time, you must obtain consent from the Owners Corporation.

16. **CONTROLLING TRAFFIC IN COMMON PROPERTY**

The Owners Corporation has the power to:

- (a) impose a speed limit for traffic in Common Property; and
- (b) impose reasonable restrictions on the use of Common Property driveways and parking areas; and
- (c) install speed humps and other traffic control devices in Common Property; and
- (d) install signs about parking; and
- (e) install signs to control traffic in Common Property and, in particular, traffic entering and leaving the Complex.

17. **HOW TO DISPOSE OF YOUR GARBAGE**

17.1 **General obligations**

This by-law relates to disposing of garbage from Lots. Subject to the by-laws, you must not deposit or leave garbage or recyclable materials:

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- (a) on Common Property (other than in the Garbage Room according to this by-law); or
- (b) in an area of your Lot which is visible from outside your Lot; or
- (c) in the carspace or storage space of your Lot.

17.2 What are your rights?

You may keep the type and number of garbage and recyclable receptacles in the Garbage Room approved by the Owners Corporation.

17.3 What are your obligations?

You must at your cost:

- (a) arrange for the regular removal of your garbage and recyclable materials from the Garbage Room; and
- (b) transport your garbage and recyclable materials to the Garbage Room; and
- (c) keep your garbage and recyclable receptacles only in the area in the Garbage Room designated for that purpose by the Owners Corporation; and
- (d) ensure that your garbage and recyclable receptacles are in a sanitary condition and do not omit odours; and
- (e) repair and maintain where necessary, replace your garbage and recyclable receptacles.

17.4 Cleaning up spills

If you spill garbage on Common Property, you must immediately remove that rubbish and clean that part of Common Property.

18. CARRYING OUT BUILDING WORKS

18.1 When do you need consent?

Subject to the by-laws, you must have consent from the Owners Corporation to carry out Building Works.

18.2 When is consent not necessary?

You do not need consent from the Owners Corporation under this by-law to:

- (a) if you are the Developer, erect a "For Sale" or "For Lease" sign according to by-law 12.5 ("The Developer"); or
- (b) alter or remove an Inter-Tenancy Wall according to by-law 19 ("Inter-Tenancy Walls"); or
- (c) carry out Building Works which you are entitled to carry out under an Exclusive Use By-Law; or
- (d) erect a sign which you are permitted to erect with consent from Government Agencies according to by-law 12 ("Erecting a Sign").

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However, you must comply with by-laws 18.3 ("Procedures before you carry out Building Works") to 18.5 ("Making arrangements with the Owners Corporation") when you erect the sign or carry out the Building Works.

18.3 Procedures before you carry out Building Works

When you carry out Building Works, you must:

- (a) obtain necessary consents from the Owners Corporation and Government Agencies; and
- (b) find out where service lines and pipes are located; and
- (c) obtain consent from the Owners Corporation if you propose to interfere with or interrupt services; and
- (d) if you do not need consent to carry out Building Works, give the Owners Corporation a written notice describing what you propose to do. You must give the notice at least 14 days before you start the Building Works.

18.4 Procedures when you carry out Building Works

If you carry out Building Works, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation; and
- (b) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and
- (c) repair any damage you (or persons carrying out the Building Works for you) cause to Common Property or the property of another Owner or Occupier.

18.5 Making arrangements with the Owners Corporation

Before you carry out Building Works (including Building Works for which you do not require consent from the Owners Corporation), you must:

- (a) arrange with the Owners Corporation a suitable time and means by which to access the Complex for purposes associated with those Building Works; and
- (b) comply with the reasonable requirements of the Owners Corporation about the time and means by which you must access the Complex; and
- (c) ensure that contractors and any persons involved in carrying out the Building Works comply with the reasonable requirements of the Owners Corporation about the times and means by which they must access the Complex.

19. INTER-TENANCY WALLS

19.1 When may you alter or remove an Inter-Tenancy Wall?

Subject to this by-law, you may alter or remove an Inter-Tenancy Wall if:

- (a) you own the Lots separated by the Inter-Tenancy Wall or you have the consent of the owner of the adjoining Lot; and

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- (b) it is not a structural wall; and
- (c) before you carry out the work, you provide the Owners Corporation with a certificate from a qualified structural engineer reasonably acceptable to the Owners Corporation that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect Common Property or other Lots (including services to those Lots); and
- (d) you comply with the procedures in this by-law.

Otherwise, you must have the consent of the Owners Corporation to alter or remove an Inter-Tenancy Wall.

19.2 What consents are necessary?

You do not need consent from the Owner Corporation to alter or remove an Inter-Tenancy Wall provided that you comply with the requirements of by-law 19.1 ("When may you alter or remove an Inter-Tenancy Wall?"). However, you must obtain all necessary consents from Government Agencies before you alter or remove an Inter-Tenancy Wall.

19.3 What are the conditions for carrying out the work?

It is a condition of you altering or removing an Inter-Tenancy Wall that you:

- (a) carry out the work in the method certified by the structural engineer under by-law 19.1 ("When may you alter or remove an Inter-Tenancy Wall?")
- (b) if appropriate, comply with section 14 of the Development Act and lodge any necessary building alteration plan with the Registrar-General;
- (c) comply with by-laws 18.3 (Procedures before you carry out Building Works") to 18.5 (Making arrangements with the Owners Corporation"); and
- (d) acknowledge for yourself and future Owners of your Lot that the Owners Corporation does not have to reinstate the Inter-Tenancy Wall.

20. EXCLUSIVE USE OF AIR CONDITIONING SERVICES

20.1 Exclusive Use By-Law

This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owners of lots benefiting. By-laws 3.3 ("How to change an Exclusive Use By-Law") to 3.8 ("Additional insurances") apply to this Exclusive Use By-Law.

20.2 Exclusive use rights

The Owners of all lots :

- (a) have exclusive use of the Air Conditioning Services which exclusively service their Lot; and
- (b) jointly have exclusive use of Air Conditioning Services which do not exclusively service a Lot (e.g. but not limited to the condenser water system).

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20.3 Interpreting this by-law

In this Exclusive Use By-Laws, "you" means the Owner of a lot referred to in by-law 20.2 hereof.

20.4 Obligations of the owners

You must, at your cost:

- (a) operate, maintain, repair and, where necessary, replace Air Conditioning Services which exclusively service your Lot; and
- (b) use contractors approved by the Owners Corporation to maintain, repair and replace Air Conditioning Services which exclusively service your Lot; and
- (c) comply with the requirements of Government Agencies about Air Conditioning Services which exclusively service your Lot.

20.5 Obligations of the Owners Corporation

The Owners Corporation must operate, maintain, repair and, where necessary, replace all components of the Air Conditioning Services which are not for the exclusive use of a Lot.

20.6 Paying for air conditioning services

You must:

- (a) pay to the Owners Corporation the cost of operating, maintaining and repairing and, where necessary, replacing all components of the Air Conditioning Services which are not for the exclusive use of a Lot; and
- (b) contribute in shares proportional to the unit entitlement of your Lot towards the costs of the Owners Corporation under by-law 20.5 ("Obligations of the Owners Corporation").

21. AGREEMENT WITH THE BUILDING MANAGER

21.1 Purpose of the agreement

The Owners Corporation has the power to appoint and enter into agreements with the Building Manager to provide management and operational services for the Complex generally. The Owners Corporation may exercise its power under this by-law in its capacity as a member of the Owners Corporation and in its capacity as an owners corporation.

21.2 Initial Period

The Owners Corporation may enter into an agreement with the Building Manager during the Initial Period.

21.3 Delegation of functions

The Owners Corporation cannot delegate its functions or the functions of the Executive Committee to the Building Manager.

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21.4 Agreements during the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with the Building Manager during the Initial Period:

- (a) the term of the agreement must not exceed the date which is two months after the first annual general meeting of the Owners Corporation; and
- (b) the Building Manager must not charge the Owners Corporation a fee for performing the duties under the agreement.

21.5 Agreements entered into after the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with the Building Manager after the expiry of the Initial Period:

- (a) the term of the agreement may be for the period determined by the Owners Corporation (acting reasonably); and
- (b) the remuneration payable to the Building Manager for performing the duties under the agreement may be the amount determined by the Owners Corporation (acting reasonably).

21.6 What provisions must be included in an agreement?

An agreement between the Owners Corporation (in its own right) and the Building Manager must have provisions about:

- (a) the rights of the Owners Corporation to terminate the agreement early if the Building Manager does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of the Building Manager to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.

21.7 Duties of the Building Manager

The duties of the Building Manager under an agreement with the Owners Corporation (in its own right) may include:

- (a) caretaking, supervising and servicing Common Property; and
- (b) supervising cleaning and garbage removal services; and
- (c) supervising the repair, maintenance, renewal or replacement of Common Property; and
- (d) making reservations for use of the Community Room;
- (e) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property; and
- (f) co-ordinating the carrying out of Building Works; and
- (g) managing the Security Key system and providing Security Keys according to the by-laws; and
- (h) operating the directory board system (whether in physical or electronic form); and
- (i) providing services to the Owners Corporation, Owners and Occupiers; and
- (j) supervising employees and contractors of the Owners Corporation; and

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- (k) supervising the Complex generally; and
- (l) doing anything else that the Owners Corporation agrees is necessary for the operation and management of the Complex.

22. LICENCES

22.1 Powers of the Owners Corporation

The Owners Corporation has the power to grant licences to Owners and Occupiers to use parts of Common Property. The Owners Corporation may exercise its power under this by-law only by ordinary resolution at a general meeting.

22.2 What provision may a licence include?

Licences the Owners Corporation grant under this by-law may include provision about, but need not be limited to:

- (a) payments under the licence; and
- (b) the terms of the licence; and
- (c) the permitted uses of the licensed area; and
- (d) the maximum number of persons allowed in the licensed area; and
- (e) insurances the licensee must effect; and
- (f) cleaning and maintaining the licensed area.

23. DAMAGE TO COMMON PROPERTY

23.1 What are your obligations?

Subject to the by-laws, you must:

- (a) use Common Property equipment only for its intended purpose; and
- (b) immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by you, your visitors or persons doing work or carrying out Building Works in the Complex on your behalf.

23.2 When will you need consent from the Owners Corporation?

Subject to the by-laws and the Strata Management Statement, you must have consent from the Owners Corporation to:

- (a) interfere with or damage Common Property; or
- (b) remove anything from Common Property that belongs to the Owners Corporation; or
- (c) interfere with the operation of Common Property equipment.

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24. INSURANCE PREMIUMS

24.1 Consent from the Owners Corporation

You must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an Owners Corporation insurance policy.

24.2 Payment for increased premiums

If the Owners Corporation gives you consent under this by-law, it may make conditions that require you to reimburse the Owners Corporation for any increased premium. If you do not agree with the conditions, the Owners Corporation may refuse its consent.

25. SECURITY AT THE COMPLEX

25.1 Rights and obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to:

- (a) stop intruders coming into the Complex; and
- (b) prevent fires and other hazards.

25.2 Installation of security equipment

Subject to the by-laws and the Strata Management Statement, the Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of the Complex.

25.3 Restricting access to Common Property

Subject to the by-laws, the Owners Corporation has the power to:

- (a) close off or restrict by Security Key access to parts of Common Property that do not give access to a Lot; and
- (b) restrict by Security Key your access to levels in the Complex where you do not own or occupy a Lot or have access to according to an Exclusive Use by-law; and
- (c) allow security personnel to use part of Common Property to operate or monitor security of the Complex. The Owners Corporation may exclude you from using these parts of Common Property.

25.4 What are your obligations?

You must not:

- (a) interfere with security cameras or surveillance equipment, or
- (b) do anything that might prejudice the security or safety of the owners, occupiers or invitees to Lots and the Complex

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

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26. SECURITY KEYS

26.1 Providing Owners and Occupiers with Security Keys

Subject to this by-law, the Owners Corporation may give you a Security Key if it restricts access to Common Property under by-law 25.

26.2 Fees for additional Security Keys

The Owners Corporation may charge you a fee or bond if you require extra or replacement Security Keys.

26.3 Who do Security Keys belong to?

Security Keys belong to the Owners Corporation.

26.4 Managing the Security Key system

The Owners Corporation has the power to:

- (a) re-code Security Keys; and
- (b) require you to promptly return your Security Keys to the Owners Corporation to be re-coded; and
- (c) make agreements with another person to exercise its functions under this by-law and in particular, to manage the Security Key system. This agreement may have provisions requiring Owners to pay the other person an administrative fee for the provision of Security Keys.

26.5 What are your obligations?

You must:

- (a) comply with the reasonable instructions of the Owners Corporation about Security keys and, in particular, instructions about re-coding and returning Security Keys; and
- (b) take all reasonable steps not to lose Security Keys; and
- (c) return Security Keys to the Owners Corporation if you do not need them or if you are no longer an Owner or Occupier; and
- (d) notify the Owners Corporation immediately if you lose a Security Key.

26.6 Some Prohibition

You must not:

- (a) copy a Security Key; or
- (b) give a Security Key to someone who is not an Owner or Occupier.

26.7 Procedures if you lease your Lot

If you lease or licence your Lot, you must include a requirement in the lease or licence that the Occupier return Security Keys to the Owners Corporation when they no longer occupy a Lot.

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27. RULES

27.1 Powers of the Owners Corporation

The Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of the Complex and, in particular, the use of Common Property.

27.2 Changing Rules

The Owners Corporation may add to or change the Rules at any time.

27.3 What are your obligations?

You must comply with the Rules.

27.4 What if a Rule is inconsistent with the by-laws?

If a Rule is inconsistent with the by-laws or the requirements of a Government Agency, the by-laws or requirements of the Government Agency prevail to the extent of the inconsistency.

28. HOW ARE CONSENTS GIVEN?

28.1 Who may give consent?

Unless a by-law states otherwise, consents under the by-laws may be given by:

- (a) the Owners Corporation at a general meeting; or
- (b) the Executive Committee at a meeting of the Executive Committee.

28.2 Conditions

The Owners Corporation or the Executive Committee may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.

28.3 Can consent be revoked?

The Owners Corporation or the Executive Committee may revoke their consent if you do not comply with:

- (a) conditions made by them when they gave you consent; or
- (b) the by-law under which they gave you consent.

29. FAILURE TO COMPLY WITH BY-LAWS

29.1 What can the Owners Corporation do?

The Owners Corporation may do anything on your Lot that you should have done under the Management Act or the by-laws but which you have not done or, in the opinion of the Owners Corporation, have not done properly.

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29.2 Procedures

The Owners Corporation must give you a written notice specifying when it will enter your Lot to do the work. You must:

- (a) give the Owners Corporation (or persons authorised by it) access to your Lot according to the notice at your cost; and
- (b) pay the Owners Corporation for its costs for doing the work.

29.3 Recovering money

The Owners Corporation may recover any money you owe it under the by-laws as a debt.

30. APPLICATIONS AND COMPLAINTS

You must make any applications and complaints to the Owners Corporation in writing and address them to the Strata Manager.

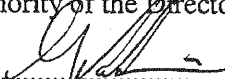
31. OPERATION OF COMMUNITY ROOMS

The Owners Corporation shall be responsible for management of the Community Rooms located on level 2 of the complex., and shall be entitled to sub-contract management and booking arrangements for the Community Rooms to another party provided that such party may not charge a fee to Owners for use of the Community Rooms. Any Owner using the Community Rooms shall be responsible for the furniture and fittings in the Community rooms whilst they are occupying the rooms and must make good any damage caused by them or their invitees.

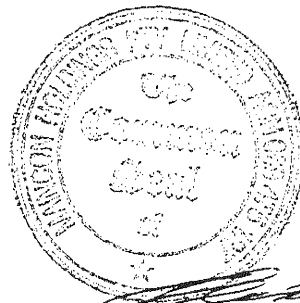
32. OPERATION AND MAINTENANCE OF GREASE TRAP ROOM


The Owner of Lot 35 shall be responsible for the operation and maintenance of the Grease Trap Room forming part of the lot including but not limited to ensuring that the door is air tight, the room is properly vented and lighted and the grease trap is kept in a clean and safe state.

EXECUTED for and on behalf of
**Maincon Holdings Pty Ltd ACN 069
475 127** in accordance with Section
127(1) of the *Corporations Act 2001* by
authority of the Directors:


.....
Signature of Director

CHRISTOPHER STANLEY PARKHILL
.....
Name of Director




.....
Signature of Director/Secretary

ANDREW WISE
.....
Name of Director/Secretary

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EXECUTED for and on behalf of
Progroup Management Pty Ltd ACN
075 284 454 in accordance with Section
127(1) of the Corporations Act 2001 by
authority of the Directors:

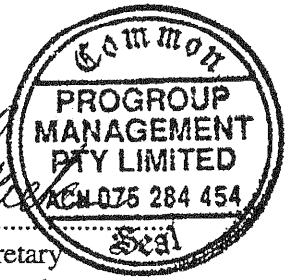
RA [Signature]

Signature of Director

ROTHREXIEL JAMES DONALD STEIN

Name of Director

[Signature]
Signature of Director/Secretary



KENNETH J. MCCracken

Name of Director/Secretary

Execution by Mortgagee

~~Ryde City Council has consented to the by-laws set out in this instrument.~~

~~General Manager/authorised person~~

(the consent of the Council to the abovementioned by-laws is optional)

SIGNED SEALED & DELIVERED on behalf of
ING Bank (Australia) Limited
by its attorney under power of attorney registered
Book 4502 No. 58 in the presence of:

[Signature]

CHRISTOPHER FANNING

Witness: Nathalie Burgess

77 Castlereagh St, Sydney

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