

Form: 15CB  
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**CHANGE OF BY-LAW**  
New South Wales  
Real Property Act 1900



**AF563751G**

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

(A) **TORRENS TITLE** For the common property  
CP/SP 81718

(B) **LOGGED BY**

Document Collection Box <b>1W</b>	Name, Address or DX and Telephone Dynamic Property Services DX 11643 SYDNEY DOWNTOWN Reference: _____	CODE <b>CB</b>
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(C) The Owners-Strata Plan No. 81718 certify that pursuant to a resolution passed on 14 September 2009 and in accordance with the provisions of section No. 52 of the Strata Schemes Management Act 1996

(D) the by-laws are changed as follows—

(E) Repealed by-law No. \_\_\_\_\_  
Added by-law No. By-laws 61 & 62  
Amended by-law No. \_\_\_\_\_  
as fully set out below:

See annexure  
Add by-laws 61 & 62



The Common Seal of the Owners S.P.81718 was hereunto affixed on 3 June 2010 in the presence of Dynamic Property Services P/L being the person(s) authorised by Section 238 of the Strata Schemes Management Act, to attest the affixing of the seal.

SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD (ABN 67 002 006 760) by its attorney RACHEL WATSON duly appointed by Power of Attorney dated 20 July 2009 and who hereby states that she has not received any notice of the revocation of such Power of Attorney.  
(Registered Book 4573 Number 140)

(F) The common seal of the Owners-Strata Plan No. 81718 was affixed on 03 June 2010 in the presence of—

Signature(s):   
Name(s): Jeff McWilliams, Suite 2 Lvl 5, 162 Goulburn St SYDNEY NSW 2010  
being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

(G) **COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996**

I certify that \_\_\_\_\_ has approved the change of by-laws set out herein.

Signature of authorised officer: \_\_\_\_\_

Name of authorised officer: \_\_\_\_\_ Position of authorised officer: \_\_\_\_\_

**STRATA PLAN 81718**  
**ANNEXURE**

**BY-LAW 61 LOT 37 SPECIAL PRIVILEGE:**

**61.1** In this by-law:

**Adjacent Common Property** means that part of the common property of the strata plan which is affected by reason of the installation of the Ceiling Alterations;

**Ceiling Alterations** means installation of the light shaft structure in the ceiling of the living room (in accordance with the scope of works and plans attached);

**Works** means the installation and all or any maintenance, repair, renewal or replacement of the Ceiling Alterations.

**61.2** The Owner of Lot 37 has the special privilege to install the Ceiling Alterations subject to the conditions contained in this by-law.

**61.3** The Owner of Lot 37 must comply with any relevant Authority requirements relating to the installation of the Ceiling Alterations.

**61.4** The Owner of Lot 37 must:

- (a) ensure the Works are undertaken by an appropriately qualified and insured tradesman;
- (b) install the Ceiling Alterations so as to cause minimum disturbance and inconvenience to other residents of the strata scheme;
- (c) be responsible for the proper maintenance, replacement and keeping in a state of good and serviceable repair the Ceiling Alterations;
- (d) be responsible for the proper maintenance and keeping in a state of good and serviceable repair the Adjacent Common Property;
- (e) repair any damage to the common property or Adjacent Common Property caused by the Owner or the Owner's agents or contractors in the course of undertaking any obligations under this by-law;
- (f) keep the Owners Corporation indemnified against:
  - (i) any claims made against or expenses incurred by the Owners Corporation arising out of or caused by the Works, or the use or maintenance of the Ceiling Alterations; and
  - (ii) any liability for damage to the Ceiling Alterations caused by the Owners Corporation in undertaking any work referred to in s65 of the Act or in exercising the power of entry conferred by that section;

**61.5** If the Owner of Lot 37 fails to carry out its obligations under this by-law, the Owners Corporation or its agents, employees or contractors may carry out any obligations and enter upon any part of Lot 37 for that purpose at any reasonable time after giving notice to any owner or occupier of Lot 37 and the costs of carrying out the obligations may be recovered from the owner of Lot as a debt.

## **BY-LAW 62 SPECIAL PRIVILEGE:**

### **62.1** In this by-law:

**Adjacent Common Property** means that part of the common property of the strata plan which is affected by reason of the installation of the Balcony Alterations;

**Balcony Alterations** means installation of external Venetian blinds to the external western side balcony opening of a Benefited Lot (including vertical stainless steel restraint cables and the same as that installed in Unit 208 including quality finish and colour and in accordance with the photo's attached).

**Benefited Lot** means lots 5, 6, 7, 8, 23, 24, 25, 26, 35, 36, 37 and 38;

**Works** means the installation and all or any maintenance, repair, renewal or replacement of the Balcony Alterations.

**62.2** The Owner of a Benefited Lot has the special privilege to install the Balcony Alterations subject to the conditions contained in this by-law.

**62.3** The Owner of a Benefited Lot must comply with any relevant Authority requirements relating to the installation of the Balcony Alterations.

**62.4** The Owner of a Benefited Lot must:

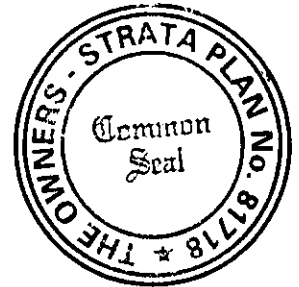
- (a) ensure the Works are undertaken by an appropriately qualified and insured tradesman;
- (b) install the Balcony Alterations so as to cause minimum disturbance and inconvenience to other residents of the strata scheme;
- (c) be responsible for the proper maintenance, replacement and keeping in a state of good and serviceable repair the Balcony Alterations;
- (d) be responsible for the proper maintenance and keeping in a state of good and serviceable repair the Adjacent Common Property;
- (e) repair any damage to the common property or Adjacent Common Property caused by the Owner or the Owner's agents or contractors in the course of undertaking any obligations under this by-law;
- (f) keep the Owners Corporation indemnified against:
  - (i) any claims made against or expenses incurred by the Owners Corporation arising out of or caused by the Works, or the use or maintenance of the Balcony Alterations; and
  - (ii) any liability for damage to the Balcony Alterations caused by the Owners Corporation in undertaking any work referred to in s65 of the Act or in exercising the power of entry conferred by that section;

**62.5** If the Owner of a Benefited Lot fails to carry out its obligations under this bylaw, the Owners Corporation or its agents, employees or contractors may carry out any obligations and enter upon any part of that Benefited Lot for that purpose at any reasonable time after giving notice to any owner or occupier of that Benefited Lot and the costs of carrying out the obligations may be recovered from the owner of that Benefited Lot as a debt.

The Common Seal of the Owners S.P. 81718 was hereunto affixed on 3 June 2010 in the presence of Dynamic Property Services P/L being the person(s) authorised by Section 238 of the Strata Schemes Management Act, to attest the affixing of the seal.

SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD (ABN 67 002 006 760) by its attorney RACHEL WATSON duly appointed by Power of Attorney dated 20 July 2009 and who hereby states that she has not received any notice of the revocation of such Power of Attorney.  
(Registered Book 4573 Number 140)

Signature of witness:



Name(s): Jeffrey McWilliams, Level 5, 162 Goulburn St, Sydney NSW 2010

