

FILM WITH

AM 543428

Approved Form 10

Certificate re Initial Period

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

\*that the initial period has expired.

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

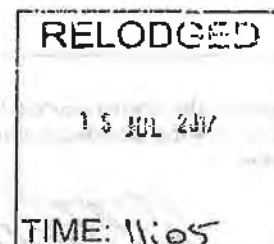
The seal of The Owners - Strata Plan No 77971 was affixed on 13 July 2017 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.



Signature: Andrew Hugh THOMPSON Name: Andrew Hugh THOMPSON Authority: Strata Managing Agent

^ Insert appropriate date

\* Strike through if Inapplicable.



Form: 15CH  
Release: 2.1  
Licence: 01-05-086  
Licensee: LEAP Legal Software Pty Limited  
Firm name: Falvey Kay Lawyers

**CONSOLIDATION/  
CHANGE OF BY-LAW**  
New South Wales  
Strata Schemes Management Act 2015  
Real Property Act 1900



AP597837E

**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/SP77971	
(B) LODGED BY	Document Collection Box 582W	Name, Address or DX, Telephone, and Customer Account Number if any SERVICES UNIT REGISTRATION DX 189 SYDNEY LLPN123426A PH 8296 9000 FAX 9279 2185 Reference: <u>PAWKY - SP 7791</u>
	CODE  <b>CH</b>	

- (C) The Owners-Strata Plan No 77971 certify that a special resolution was passed on 17 July 2019.
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No  
Added by-law No                      By-Law No. 54  
Amended by-law No  
as fully set out below:  
"See Annexure "A"

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

(G) The seal of the Owners-Strata Plan No 77971 was affixed on 30 September 2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

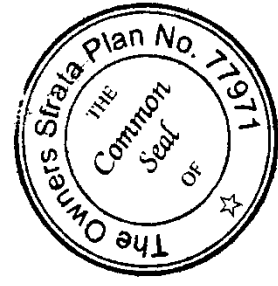
Signature: *Andrew Thompson*  
Name: Andrew THOMPSON

Authority: Strata Managing Agent

Signature: \_\_\_\_\_

Name:

Authority:



By-Laws for Santai – 9-13 Dianella Drive, Casuarina

Annexure “B” to CONSOLIDATION/CHANGE OF BY-LAWS

Parties: Owners Corporation Strata Plan ~~48601~~ 77971

Dated: 30 September, 2019

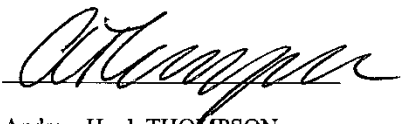
(E) AMENDED/ADDED LIST OF BY-LAWS AFFECTING STRATA PLAN ~~48601~~ 77971

**By-law 54 – Smoking on Premises**

- 54.1 The owner or occupier of a lot, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- 54.2 An owner or occupier of a lot must ensure that smoke caused by smoking of tobacco or any other substance by the owner or occupier or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.
- 54.3 The Owners Corporation delegates to the Strata Committee and Strata Managing Agent responsibility for:
- (1) The service of a notice in a form approved by the Director-General, on the owner or occupier of a lot requiring the owner or occupier to comply if satisfied that the owner or occupier has contravened the By-Law; and
  - (2) Commencing legal proceedings seeking orders, requiring a person who fails to comply with a notice served in accordance with (1) to pay the statutory pecuniary penalty and any costs of the Owners Corporation in the proceedings.
  - (3) Prior to (1) and (2) the Building Manager must first be notified of any instance of smoking so that appropriate action can be taken to notify the owner or occupier of the lot. Should such notification fail to prevent further breaches of this by-law, actions specified in (1) and (2) can then be pursued.

The Common Seal of the Owners-Strata Plan No. 77971 was affixed on 30 September 2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

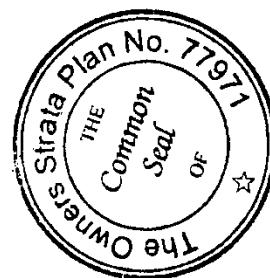


Name:

Andrew Hugh THOMPSON

Authority:

Strata Managing Agent



By-Laws for Santoi – 9-13 Dianella Drive, Casuarina

Annexure "B" to CONSOLIDATION/CHANGE OF BY-LAWS

Parties: Owners Corporation Strata Plan 77971

Dated: 30 September, 2019

(F) CONSOLIDATED LIST OF BY-LAWS AFFECTING STRATA PLAN 77971

**By-law 1 - Definitions and Interpretation**

**1.1 Definitions**

In these By-laws:

- (1) "**Act**" means the *Strata Schemes Management Act 1996*;
- (2) "**Assessing Authority**" means any statutory or other competent authority having jurisdiction in connection with the parcel;
- (3) "**Building**" means the building or buildings constructed or to be constructed on the parcel;
- (4) "**By-laws**" means the by-laws in this By-laws Instrument;
- (5) "**CATV System**" means an integrated system which may include television, music and monitoring for radio programs, site wide audio and video intercom, VCR films, pay television, security monitoring and control, access control from common entry gates and individual residences, security cameras, data communications, household control systems (such as pumps, lights, air conditioning), international television programs and teletext Services and includes the utility infrastructure or Service Infrastructure associated with that System;
- (6) "**Club**" means the original owner for the parcel or another entity nominee by the original owner for the parcel which operates manages the Facilities;
- (7) "**Club Rules**" means rules relating to the use, access and management of the Facilities by the Club from time to time;
- (8) "**Common Property**" means the common property the subject of the Strata Scheme;
- (9) "**Developer**" means Resort Corp Pty Ltd ACN 087 347 975 and its assigns;
- (10) "**Development**" includes:
  - (a) construction, alteration, addition, modification, decoration, redecoration, painting, repainting or reconstruction of any improvements;
  - (b) excavation, filling or landscaping;

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Signature:



Name:

Andrew Hugh THOMPSON

Authority:

Strata Managing Agent



*By-Laws for Santai – 9-13 Dianello Drive, Casuarina*

- (c) landscaping including the construction of fences, retaining walls, other landscaping features drains, excavations, removal of materials and planting or removal of any vegetation, trees or shrubs; or
  - (d) installation of Service Infrastructure, such as water supply, electricity lines, sewerage Services and the CATV System;
- (11) "**Development Control Code**" means the development control code in By-law 20;
  - (12) "**Executive Committee**" means the executive committee appointed by the Owners Corporation;
  - (13) "**Facilities**" means recreational facilities located on the Facilities Land;
  - (14) "**Facilities Agreement**" means the facilities agreement between the Club and the Strata Scheme;
  - (15) "**Facilities Land**" means Lot 1461 in DP 1056889;
  - (16) "**Invitee**" means any invitee, agent, visitor, licensee, lessee, contractor, employee or others who may be on the parcel at the invitation or request of a resident;"
  - (17) "**Lot**" means a lot in the Strata Plan;
  - (18) "**Managing Agent**" means the person appointed by the Owners Corporation as its managing agent under section 27 of the Act and, if no managing agent is appointed, the secretary of the Owners Corporation;
  - (19) "**Owners Corporation**" means the owners corporation for the Strata Scheme;
  - (20) "**Requirement**" means any requirement, or authorization, of any statutory body, local authority, governmental or other authority necessary or desirable under applicable law or regulation and includes the provisions of any statute, ordinance or by-law;
  - (21) "**Resident**" means an owner or occupier of a Lot (as those terms are defined in the Act) and where the context requires, any invitee;
  - (22) "**Resident Manager**" means the person engaged by the Owners Corporation under an agreement referred to in By-Law 24;
  - (23) "**Service Infrastructure**" means any infrastructure for the provision of Services to the parcel;
  - (24) "**Services**" means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning, hydraulic elevator and security services and all other services or systems provided in the Strata Scheme or available for a Lot;
  - (25) "**Strata Plan**" means Strata Plan 77971 and
  - (26) "**Strata Scheme**" means the strata scheme constituted upon registration of the Strata Plan;
  - (27) "**Member of the public**" means a member of the public who receives goods and services provided by the operator of the restaurant conducted within Lot 115 and any person in the charge of, or accompanying, such member of the public.

## 1.2 Interpretation

- (1) Reference to:
  - (a) one gender includes the others;
  - (b) the singular includes the plural and the plural includes the singular;
  - (c) a person includes a body corporate;
  - (d) a party includes the party's executors, administrators, successors and permitted assigns;  
and

*By-Laws for Santai – 9-13 Dianella Drive, Casuarina*

- (e) a statute, regulation or provision of a statute or regulation ("**Statutory Provision**") includes:
  - (i) that Statutory Provision as amended or re-enacted from time to time; and
  - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision.
- (2) "Including" and similar expressions are not words of limitation.
- (3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (4) Headings and any table of contents or index are for convenience only and do not form part of these By-laws or affect their interpretation.
- (5) A provision of these By-laws must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the By-laws or the inclusion of the provision in the By-laws.
- (6) Words and phrases that have a defined meaning under the Act have the same meaning in these By-laws.

**1.3 Parties**

- (1) If a party consists of more than 1 person, these By-laws bind each of them separately and any 2 or more of them jointly.
- (2) An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.
- (3) A party which is a trustee is bound both personally and in its capacity as a trustee.

**By-law 2 - Compliance - Laws**

- 2.1 Residents must at their own expense promptly comply with all Requirements and must not carry on or permit any noxious or offensive act, trade, business or occupation or calling from a Lot or use a Lot or Common Property for any illegal purpose.
- 2.2 Residents must maintain (or cause the person who manages the lot on their behalf to maintain) a register of those persons who occupy the Lot and the time and period of occupation and such other details as are required by the development consent for the Building. Such register must be made available for inspection by any relevant authority when required by a relevant authority.
- 2.3 Without limiting By-law 2.2, the owner of a Lot must provide to the Resident Manager, within 30 days of a request from the Resident Manager, the details of the occupants of the Lot, the time and period of occupation and any other information reasonably required by the Resident Manager to comply with the occupancy reporting requirements of the development consent for the Building.

**By-law 3 - Behaviour**

- 3.1 A Resident must not:
  - (1) cause disturbance or behave in a manner likely to interfere with the peaceful enjoyment of, or cause offence to, Residents and any person lawfully using Common Property;
  - (2) obstruct lawful use of Common Property by any person.
  - (3) create noise on a Lot or the common property likely to interfere with the peaceful enjoyment of the resident or invitee of another Lot or any person lawfully using common property;and must, to the extent practicable, ensure that any invitee to his Lot or the common property does not do so.
- 3.2 Without limitation to By-law 3.1, Residents must observe any direction of the Owners Corporation relating to dress standards that, in the view of the Owners Corporation, are necessary or desirable to avoid offence to other Residents. The Owners Corporation must act reasonably in issuing a direction (whether generally or in a specific instance) under this By-law.
- 3.3 In deciding whether to issue a direction under By-Law 3, the Owners Corporation must consider whether a Lot may be lawfully used for commercial purposes and, if so, must take that use into account.

*By-Laws for Santai – 9-13 Dianella Drive, Casuarina*

3.4 Despite By-Law 3.3 a resident of Lot 115 must:-

- (i) ensure that the staff entry door at the rear of the restaurant conducted in Lot 115 and the door at the top of the first flight of stairs serving the restaurant remain closed and that there is no obstruction to their closing; and
- (ii) close windows and doors to the restaurant at 10.00pm each night with the entrance door to be opened solely for the purpose of allowing Members of the Public to exit and enter Lot 115;
- (iii) after 10.00pm each night, use best endeavours to seat all Members of the Public inside Lot 115 only;
- (iv) at all times ensure that the noise level from the Restaurant does not exceed the background noise level in any Octave Band Centre Frequency (31.5Hz-8kHz inclusive) by more than 5dB at the boundary of any affected residence.

**By-law 4 - Responsible for Others**

- 4.1 A resident must take all reasonable steps to ensure that invitees comply with these By-Laws as though they were occupiers of a Lot. If an invitee does not comply with these By-Laws then the resident must take all reasonable steps to ensure that the invitee immediately leaves the parcel.

**By-law 5 - Maintenance and Condition of Lot**

- 5.1 Residents must keep their Lots in a good state of repair and condition.

5.2 Without limiting By-law 5.1, a Resident must:

- (1) maintain the lawns, gardens and vegetation on the Resident's Lot in a neat, tidy and well presented manner;
- (2) maintain any driveways, paths, or similar amenities located on or within the Resident's Lot;
- (3) to the extent that it is not the responsibility of the Owners Corporation under the Act, maintain Service Infrastructure within the Resident's Lot or which is for the benefit of the Resident;
- (4) give prompt notice to the Owners Corporation of any damage to, defect or disrepair of the Services or Service Infrastructure in the Resident's Lot;
- (5) not overload any Services or Service Infrastructure;
- (6) pay to the Owners Corporation any costs incurred by the Owners Corporation in upgrading any Services or Service Infrastructure to accommodate any equipment which the Resident wishes to install in the Resident's Lot;
- (7) lock all doors and fasten all windows in the Resident's Lot when the Lot is not occupied;
- (8) not waste water and ensure that all water taps in the Resident's Lot are turned off after use;
- (9) replace broken glass with glass of the same standard;
- (10) keep the Resident's Lot free from rubbish and excessive vegetation; and
- (11) use, wherever possible to do so, only non-toxic or non-poisonous products in maintaining or repairing the Resident's Lot.

**By-law 6 - Entry Rights and Non-Compliance with By-laws**

- 6.1 Subject to Requirements of the Act for entry to a Lot or the giving of notice to Residents by the Owners Corporation:

- (1) if the Resident does not rectify a non-compliance with these By-laws within the period set out in a notice delivered by the Owners Corporation to a defaulting Resident, the Owners Corporation (by itself, its agents, employees or contractors) may enter the Lot and rectify the non-compliance; and
- (2) the Owners Corporation may enter a Lot with workmen and other authorised persons and necessary materials and appliances to:

*By-Laws for Santai – 9-13 Dianella Drive, Casuarina*

- (a) comply with any Requirement involving the destruction of noxious animals, rodents or other pests; and
- (b) carry out any repairs, alterations, renovations, extensions or works in relation to any Services or Service Infrastructure.

- 6.2 In case of emergency no notice will be required under By-law 6.1.
- 6.3 In exercising its rights of entry under this By-law the Owners Corporation must ensure that it causes as little inconvenience to the Resident of the Lot as is reasonable in the circumstances.
- 6.4 The Owners Corporation may take such action it considers necessary (and which is within its power to take under the Act and any other Requirement) to remedy a breach of these By-laws by a Resident and may recover the expense the Owners Corporation incurs as a result from the defaulting Resident as a liquidated debt.
- 6.5 Each Resident indemnifies the Owners Corporation, any agent, employee or contractor of the Owners Corporation against all losses, claims, demands, and expenses suffered or incurred by the Owners Corporation or any agent, employee or contractor of the Owners Corporation in connection with a breach of these By-laws by that Resident.
- 6.6 Anything undertaken by the Owners Corporation under this By-law will be paid for by the Resident of the relevant Lot where the need for the Owners Corporation to do that thing is due to any act or default of the Resident.
- 6.7 Nothing in this By-law 6 limits or purports to limit, the rights and obligations of the Owners Corporation under the Act including those under sections 63, 64 and 65 of the Act.
- 6.8 Subject to the Act, the Owners Corporation (by itself, its agents, employees or contractors) has the right to enter any Lot and Building at all reasonable times, after reasonable notice, to install, maintain, repair, investigate faults in and upgrade Services and Service Infrastructure, including telephone answering, videotex, CATV System and security Services.

**By-law 7 - Appearance**

- 7.1 A Resident must not without the prior written consent of the Owners Corporation:
  - (1) keep inside the Lot anything visible from outside the Lot which is not in keeping with the Building; or
  - (2) attach to or hang from the exterior of the Building any aerial, device, wire or other item including washing, bedding, clothing, sign, notice or placard; or
  - (3) construct or permit the construction or erection of any fence, pergola, screen, external blind or awning or other structure or improvement of any kind within or upon a Lot or on the Common Property.
- 7.2 Residents must observe the following requirements in relation to the appearances of Lots:
  - (1) mirror finished surfaces are not permitted - applied films or tints which give a mirrored finish to glass, and which can be seen from outside a Lot, are not allowed;
  - (2) all screened enclosures must be constructed of materials and painted in colours complimentary to the Building on or comprising part of the Lot, to ensure that they are as unobtrusive as possible;
  - (3) all exterior light fittings must be of first class quality and design and must be located so that when in use they do not cause a nuisance to another Lot - exterior lights must have translucent diffusers that prevent the bulb being seen and floodlights, spotlights and coloured neon lights are not permitted;
  - (4) insect screens must be designed to be as unobtrusive as possible and must match the colour of the window frames into which they are installed; and
  - (5) Residents are not permitted to install temporary window coverings without the Owners Corporation's prior written approval which may be given subject to conditions or refused unconditionally.



*By-Laws for Santai – 9-13 Dianella Drive, Casuarina*

- 7.3 An owner shall not install, renovate and / or replace window coverings visible from outside the lot unless those window coverings are white wide blade timber shutters, white wide blade timber Venetians, white pull-down "silent glis" or white pull-down "verosol" type blinds or of such backing of white colour and of a design as has been approved by the Executive Committee of the Owner's Corporation who may grant or refuse approval in its absolute discretion. The Executive Committee may engage an architect and / or refuse approval in its absolute discretion. The Executive Committee may engage an architect and / or other consultant to consider plans or specifications or to monitor any work undertaken. The Owner's Corporation may recover the costs of any architect or other consultant from the owner of the lot for which the works have been approved. The Executive Committee may also establish guidelines in relation to any window coverings which must be complied with by an lot owner or occupier.
- 7.4 An owner of a lot shall not place or cause to be placed any outdoor furniture onto terraces or any external areas without the prior approval of the Executive Committee.
- 7.5 By-laws 7.1, 7.2, 7.3 & 7.4 do not apply to Lots 18 and 115.

**By-law 8 - Interference**

- 8.1 A Resident must not without the prior written consent of the Owners Corporation:
- (1) operate or permit to be operated on a Lot or Common Property any device or electronic equipment which interferes with any domestic appliance lawfully in use on the Common Property or in a Lot; or
  - (2) interfere with the operation of any equipment or Service Infrastructure installed in the Common Property.

**By-law 9 - Damage to Common Property**

- 9.1 A Resident must not bring or permit to be brought any heavy article into the Building, which may cause structural damage to the Building without the prior written consent of the Owners Corporation.
- 9.2 A Resident must not move any heavy article approved under By-law 24.1 through Common Property without first making appropriate arrangements to do so with the Resident Manager.
- 9.3 A Resident must not do anything or permit any person or anything to damage or deface the Common Property without the prior written consent of the Owners Corporation.
- 9.4 A Resident must notify the Resident Manager of any damage to or defect in the Common Property or any property located on Common Property as soon as it occurs or becomes known.
- 9.5 A Resident will be liable to compensate the Owners Corporation in respect of any damage to the Common Property or any property belonging to the Owners Corporation caused by that Resident or that Resident's Invitees.
- 9.6 This By-law does not prevent a Resident from installing:
- (1) any locking or other safety device for the protection of the Resident's Lot against intruders;
  - (2) any screen or other device to prevent entry of animals or insects to the Resident's Lot (subject to the other provisions of these By-laws about the appearance of screens and devices); or
  - (3) any structural device to prevent harm to children.
- 9.7 Any such locking or safety device, screen or other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, and keeping with the appearance of the rest of the Building.
- 9.8 Despite section 62 of the Act, Residents must maintain and keep in a state of good and serviceable repair any installation or structure referred to in By-law 9.6 that forms part of the Common Property and that services the Resident's Lot.

**By-law 10 - Security**

- 10.1 A Resident must not do or permit anything to be done which may prejudice the security or safety of the parcel or the Building and must take all reasonable steps to ensure that the Building's fire and security doors are kept secure and in an operational state.

*By-Laws for Santai – 9-13 Dianella Drive, Casuarina*

- 10.2 The Owners Corporation must take all reasonable steps to preserve the safety of the Building from fire or other hazard and to ensure the security of the Building from trespassers and if it considers it necessary or desirable may:
- (1) restrict access to any part of the Common Property by means of security key or other security device;
  - (2) create an exclusive use right over any part of the Common Property for security surveillance purposes either solely or in conjunction with security surveillance for any other part of the parcel; and
  - (3) make rules relating to the security of the parcel and the Building from trespassers, fire or other hazard.
- 10.3 If the Owners Corporation restricts Residents' and Invitees' access under these By-laws, the Owners Corporation shall make available to the appropriate parties on its own conditions security keys or other access devices as necessary.
- 10.4 A Resident must take all reasonable steps to ensure the proper use of a security key or device by persons authorised by them and the safe return of such key or device.
- 10.5 A Resident or agent of a Resident of Lot 115 must escort to the driveway Members of the Public who leave the restaurant conducted in Lot 115 after 10.00pm to ensure compliance with these By-Laws, and must render all reasonable assistance to those Members of the Public to secure transport from the strata scheme in a quiet and orderly manner."

**By-law 11- Security System**

- 11.1 The Owners Corporation may establish a security system and provide security Services for the benefit of Residents and the Buildings.
- 11.2 Any Service Infrastructure installed on the Common Property for use in connection with a security system for the Buildings will remain the property of the Owners Corporation and be maintained and repaired at the cost and expense of the Owners Corporation, subject to the Owners Corporation's rights and obligations (if any) under the Act and these By-laws to recover costs for the provision of those Services from users.
- 11.3 The Owners Corporation may designate part of the Common Property to be used by any security person, firm or company.
- 11.4 The Owners Corporation may arrange for the installation of any Service Infrastructure necessary for the operation of a security system for the benefit of Residents.
- 11.5 The Owners Corporation is not liable for any loss or damage suffered to any Resident or other person or property because:
- (1) the security system fails or there is unauthorised entry to any part of the Common Property or a Lot; or
  - (2) the security system is not at any particular time operational.
- 11.6 Each Resident must allow the Owners Corporation on the giving of reasonable notice (except in the case of emergency), to enter onto a Lot to attend to the repair and maintenance of any Service Infrastructure used in connection with the provision of a security system and security Services.
- 11.7 Each Resident must observe any conditions or requirements of the Owners Corporation imposed as a condition of the use and operation of the security system or security Services provided by the Owners Corporation.
- 11.8 The Owners Corporation may enter into agreements with each Resident providing for the charging of costs for provision of the security system and maintenance of a Services Infrastructure provided by the Owners Corporation under the security system and recovery of costs to the Owners Corporation of providing Services under the security system.

**By-law 12 - CATV System**

- 12.1 For the benefit of Residents, the Owners Corporation may provide access to the CATV System.

*By-Laws for Santai – 9-13 Dianella Drive, Casuarina*

- 12.2 The Owners Corporation may supply or engage another person to supply utility Services and other Services in connection with the CATV System for the benefit of Residents.
- 12.3 Each Resident must allow the Owners Corporation (and its contractors, agents and employees) on the giving of reasonable notice (except in the case of emergency), to enter onto a Lot to attend to the provision of maintenance Services in respect of the CATV System.
- 12.4 Each Resident acknowledges that the Owners Corporation is entitled to recover the costs associated with the provision of Services by contractors engaged in connection with the security system and accepts the obligation to pay those costs attributable to the provision of Services associated with the CATV System to the Resident's Lot or otherwise a portion of the costs corresponding to the proportion the Resident's unit entitlement bears to the aggregate unit entitlement of all Lots in the Strata Scheme.

**By-law 13 - Garbage**

- 13.1 A Resident must not deposit or throw onto the Common Property any garbage except into a receptacle or area specifically provided for that purpose.
- 13.2 A Resident must dispose of garbage in the manner prescribed by the Owners Corporation from time to time.
- 13.3 The Owners Corporation may establish a garbage disposal system for the Scheme ("**Disposal System**"). The Disposal System may provide for any of the following:
  - (1) permitted means and times for garbage disposal and removal;
  - (2) disposal routes over Common Property to be used in conjunction with the Disposal System;
  - (3) designation of areas on Common Property for the storage and collection of garbage;
  - (4) arrangements for separation and sorting of garbage;
  - (5) special requirements for the storage and collection of flammable, toxic or other harmful substances; and
  - (6) requirements for the disposal of garbage to meet the particular needs of any Lot.
- 13.4 The Owners Corporation may enter into agreements with each Resident providing for the charging of garbage disposal Services provided by the Owners Corporation under the Disposal System and recovery of costs to the Owners Corporation of providing Services under the Disposal System.
- 13.5 Each Resident must:
  - (1) comply with all Requirements relating to the disposal of garbage;
  - (2) comply with the requirements, as notified by the Owners Corporation, of the Disposal System;
  - (3) ensure that the health, hygiene and comfort of other persons is not adversely affected by disposal of garbage; and
  - (4) if no receptacle is provided by the Owners Corporation or designated as part of the Disposal System, maintain a receptacle for garbage.
- 13.6 A Resident of Lot 115 must, whilst any part of the business conducted in the Lot includes the service or preparation of food and/or beverages:
  - (i) install and maintain in good and serviceable repair a glass bottle crusher and dispose of glass bottles used in the conduct of the business in the Lot solely utilising the glass bottle crusher; and
  - (ii) use cleaners engaged by it and at its sole expense to;
  - (iii) dispose of and to remove from the strata scheme all garbage generated in the conduct of the business in the Lot.

**By-law 14 - Storage of Flammable Liquids**

- 14.1 A Resident must not except with the consent of the Owners Corporation use or store on the Lot or on the Common Property any flammable chemical, liquid, gas or other material other than chemicals, liquids, gases or other material to be used for domestic purposes.
- 14.2 Despite by-law 14.1, the Residents of Lots 18 and 115 may use or store on the Lots or the exclusive use areas connected with Lots 18 and 115 chemicals, liquids, gases or other material required for the businesses conducted on the Lots.

*By-Laws for Santai – 9-13 Dianella Drive, Casuarino*

### **By-law 15 - Signs**

- 15.1 Subject to By-law 33, Residents must not without the prior written consent of the Owners Corporation fix or place any sign, placard, banner, notice or advertisement on or in any part of the Building unless it will be inside a Lot and not visible from outside the Lot.
- 15.2 By-law 15.1 does not apply to Lots 18 and 115.

### **By-law 16 - Animals**

- 16.1 Subject to the Act, a Resident must not keep or permit any animal to be on a Lot or on the Common Property.

### **By-law 17 - Fire Control**

- 17.1 A Resident must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.
- 17.2 The Owners Corporation and Residents must, in respect of the Building and their respective Lots, as appropriate:
- (1) consult with any relevant statutory authority as to the appropriate fire alarm and equipment for the Building and the Lots;
  - (2) ensure the provision of all adequate firefighting equipment in the Building and the Lots to the satisfaction of all relevant statutory authorities; and
  - (3) take all reasonable steps to ensure compliance with fire laws in respect of the Building and the Lots.

### **By-law 18 - Insurance Premiums**

- 18.1 A Resident must not, without the prior written consent of the Owners Corporation, do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation under the Act.

### **By-law 19 - Notice of Alteration to Lot**

- 19.1 Residents must not alter the structure of a Lot without giving to the Owners Corporation a written notice describing the proposed alteration at least 14 days before the commencement of the alteration.
- 19.2 Residents must comply with these By-laws including the Development Control Code in relation to any alterations.

### **By-law 20 - Development Control Code**

- 20.1 The purpose of this Development Control Code is:
- (1) to ensure a high standard of design and construction for Development on the parcel to protect the investment of Residents and ensure that appropriate construction methods and practices are adopted by Residents;
  - (2) enhance the visual attractiveness of the parcel and provide a co-ordinated and consistent Development style and standard;
  - (3) to ensure that design and landscaping conditions of Development approvals are complied with; and
  - (4) to ensure that the Common Property and individual Lots are maintained to a consistently high standard.
- 20.2 Development must comply with the lawful Requirements of Assessing Authorities.
- 20.3 The Owners Corporation and each Resident must ensure that:
- (1) landscaping on Common Property or Lots respectively is maintained to the satisfaction of the Assessing Authority;

*By-Laws for Santai – 9-13 Dianella Drive, Casuarina*

- (2) existing vegetation on the parcel is retained in its natural state as far as it is practicable to do so:  
and
  - (3) no clearing, other than as permitted by an Assessing Authority or for general maintenance (including weed control and removal of debris) occurs without the prior approval of the relevant Assessing Authority or the Owners Corporation.
- 20.4 Development on the parcel (including on a Lot) must be to a standard that does not have a detrimental effect on the amenity of the area or adjoining properties having regard to the design, orientation or construction materials used in Buildings erected on the parcel.
- 20.5 Nothing in this Development Control Code restricts or limits the operation of any Development consent or approval affecting the parcel or limits the right of an Assessing Authority to impose conditions on future Development of the parcel.
- 20.6 If it is held by a court of competent jurisdiction that:
- (1) any part of this Development Control Code is or would be void, voidable, illegal or unenforceable;
  - (2) the application of any part of this Development Control Code to any person or circumstances is or will become invalid or unenforceable; or
  - (3) unless any part of this Development Control Code were severed from this Development Control Code that part will be severable and will not affect the continued operation of the remaining conditions of this Development Control Code.
- 20.7 This Development Control Code regulates the quality of design and Development by:
- (1) maintaining within the parcel a residential community which is aesthetically pleasing, functionally convenient and capable of maintaining itself by application and enforcement of standards compatible and consistent with this Development Control Code;
  - (2) promoting those qualities in the parcel which bring value to the Lots;
  - (3) maintaining the parcel as an attractive and functional place to live, by requiring a harmonious relationship between Development and the environment; and
  - (4) creating clear procedures and criteria for Development.
- 20.8 The design objectives of this Development Control Code are:
- (1) to establish an architectural theme based around the features which define the Strata Scheme;
  - (2) to promote a peaceful, relaxed and secure lifestyle for Residents; and
  - (3) to develop and maintain an atmosphere of style and elegance in the community.
- 20.9 This Development Control Code binds the Owners Corporation, the members of the Owners Corporation, and the Residents to the same extent as if this Development Control Code had been signed and sealed by the Owners Corporation, each member of the Owners Corporation and each Resident respectively and as if it contained mutual covenants to observe and perform all the provisions of this Development Control Code.
- 20.10 No Resident will undertake any Development on a Lot until the Owners Corporation's approval has been obtained and, where necessary, Assessing Authority approval has been obtained.
- 20.11 Development must be undertaken in a manner which ensures minimum disruption to Residents and without limitation:
- (1) adjoining Lots are not to be used for the storage or dumping of any construction materials or debris unless prior arrangements have been made with the Resident of the Lot and the Owners Corporation;
  - (2) for security purposes, the Resident must give the Owners Corporation a list of all contractors associated with the Development prior to the commencement of the Development;
  - (3) Residents must provide the Owners Corporation with a 24 hour emergency contact number for the Development;
  - (4) construction hours are Monday to Saturday 7 a.m. to 6 p.m. excluding Good Friday, Anzac Day,

*By-Laws for Santai – 9-13 Dianella Drive, Casuarina*

Christmas Day, Boxing Day and New Year's Day;

- (5) the Owners Corporation must be notified immediately of any damage to an area outside the Lot;
  - (6) Residents must ensure that contractors provide suitable facilities, such as a "rubbish skip" for the temporary storage of building material from the commencement of construction on the Lot and that they observe the directions of the Owners Corporation about the placement of those facilities;
  - (7) rubbish must not be allowed to blow onto any adjoining Lot or Common Property and the Owners Corporation reserves the right to remove any such rubbish at the Resident's expense;
  - (8) the parcel roads must be kept clear of all building materials, rubbish and equipment;
  - (9) the Resident must ensure that its contractors do not bring dogs onto the parcel and contractors with dogs will not be given access and will be instructed to leave the parcel; and
  - (10) dirt, gravel or any other material must not be left on Common Property.
- 20.12 Exterior cladding must consist predominantly of finishes consistent with other Buildings on the parcel. Complementary use of glazing, timber and architectural finishes is permitted.
- 20.13 Exterior wall cladding must be within the colour range of pastel to muted earth tones complimentary to the approved roofing colours and compatible with other Buildings on the parcel.
- 20.14 Fascia boards, trim and exposed metalwork must be colour co-ordinated with the Buildings on the Lot. Unpainted metalwork is not permitted.
- 20.15 Clotheslines must not be visible from outside the Lot.
- 20.16 Landscape design or the selection of species that are likely to unreasonably interfere with the amenity enjoyed by Residents of neighbouring Lots are not permitted.
- 20.17 Residents must maintain all the trees and all the landscaping within the Resident's Lot to a standard acceptable to the Owners Corporation.
- 20.18 Existing trees can only be removed from a Lot with the prior permission of the Owners Corporation.
- 20.19 The Owners Corporation may from time to time issue minimum design objectives and guidelines for the Strata Scheme.
- 20.20 The Owners Corporation may meet from time to time to review the architectural review process established under these By-laws.
- 20.21 The Owners Corporation may appoint design professionals from time to time to assist the Owners Corporation in properly performing the architectural review process. The necessary qualifications of the design professionals appointed will be determined by the Owners Corporation and they will be persons qualified and competent to practise, in the sole opinion of the Owners Corporation, in the design of the relevant Development.
- 20.22 The architectural review process is to:
- (1) consider applications for Owners Corporation approval for Development and advise the Owners Corporation if the application complies with this Development Control Code, including the minimum design objectives and guidelines for any Development or, where no minimum design objectives and guidelines have been issued, if the application is consistent with Development on other Lots within the immediate precinct of the Lot;
  - (2) recommend to the Owners Corporation that an application be approved (conditionally or unconditionally) or that the application be disapproved;
  - (3) inspect the Development in progress or completed to ensure its conformity with the Owners Corporation approval and advise the Owners Corporation if any Development is not being carried out or has not been carried out in accordance with the approval; and

*By-Laws for Santai – 9-13 Dianella Drive, Casuarina*

- (4) perform such other duties on behalf of the Owners Corporation as are assigned to it from time to time by the Owners Corporation.

20.23 Written applications for approval for any Development may be made by the Resident or a person with the written consent of the Resident, and must be accompanied by:

- (1) details and plans of any proposal for Development by a Resident;
- (2) descriptions and samples of exterior materials and colours and external light fittings;
- (3) a description of construction arrangements, techniques and proposed access to the Lot;
- (4) a works program with clearly stated start and completion dates;
- (5) the fee determined by the Owners Corporation;
- (6) reports of appropriately qualified professionals certifying compliance with specific requirements of this Development Control Code, where required by the Assessing Authority or the Owners Corporation; and
- (7) other information reasonably required from time to time by the Owners Corporation.

20.24 Where the Owners Corporation approves an application conditionally, the conditions may include but are not limited to:

- (1) submission of any additional plans and specifications or such other information as required by the Owners Corporation;
- (2) changes being made to any of the items or information included in the application;
- (3) commencement and completion within specified times; and
- (4) payment by the Resident to the Owners Corporation of a bond or bank guarantee of such amount determined by the Owners Corporation having regard to the level or extent of the Development proposed, to be held by the Owners Corporation as security for:
  - (a) the Resident carrying out the Development in accordance with the Owners Corporation's approval; and
  - (b) any damage caused by the Resident or by the Resident's contractors, servants, agents or employees.

20.25 The Owners Corporation may use the bond or bank guarantee to reimburse the Owners Corporation at any time for any expenses incurred by the Owners Corporation in rectifying a failure by a Resident to comply with the Development Control Code and any damage caused by the Resident or by the Resident's contractors, servants, agents or employees. The Resident may be required to execute a Development bond agreement in the terms required by the Owners Corporation.

20.26 Where approval (conditional or unconditional) has been given under for Development, the Resident or the Resident's contractors, servants, agent or employees must, unless the application is at any time withdrawn, carry out the Development in accordance with the approval.

20.27 All approvals must be affixed with the Owners Corporation approval stamp and undersigned by a person authorised by the Owners Corporation for this purpose.

20.28 The approval of the Owners Corporation for any Development will not constitute a waiver of any right to approve conditionally or disapprove any similar Development subsequently or additionally submitted for Owners Corporation approval.

20.29 The Owners Corporation may establish a scale of fees payable from time to time to the Owners Corporation for submission of an application to the Owners Corporation. The Owners Corporation may vary the scale of fees at any time.

20.30 The scale of fees will reflect the type of application including, but not limited to, a new Development application or alterations or extensions to an existing Development.

20.31 The scale of fees may be structured as:

- (1) an initial fee payable at the lodgement of an application;

*By-Laws for Santai – 9-13 Dianella Drive, Casuarina*

- (2) a second fee payable for the review by the Owners Corporation of an application that has been substantially amended, payable at the time the application is resubmitted for approval;
  - (3) a further fee for each subsequent review of an application that has been substantially amended payable at the time the application is resubmitted for approval;
  - (4) additional fees payable upon request by the Owners Corporation to reimburse the cost of engaging any consultant, including any design professional; retained to assist the Owners Corporation in considering an application;
  - (5) a CATV supply and installation fee; and
  - (6) an inspection fee after the completion of unsuccessful inspections.
- 20.32 If the Owners Corporation notifies a Resident that the Development has not been completed in accordance with approvals under this Development Control Code, the Owners Corporation will:
- (1) notify the Resident in writing of the non-compliance;
  - (2) specify the particulars of non-compliance; and
  - (3) require the Resident to remedy the non-compliance within 30 days of receipt of the notice.
- 20.33 Neither the Owners Corporation, nor its duly authorised representative, will be liable to any Resident for any loss, damage or injury arising out of or in any way connected with any recommendation, approval (conditional or unconditional) or disapproval given under this Development Control Code, unless it is due to the wilful misconduct, bad faith, or criminal act of the Owners Corporation or its duly authorised representative.
- 20.34 Approvals (conditional or unconditional) of any application will not be construed as compliance by the Development with any Requirement relating to or regulating construction of the Development or the structural soundness of the Development.
- 20.35 The Owners Corporation may permit non-compliance with this Development Control Code if:
- (1) the Resident makes a written request (or consents in writing to such request) for the Owners Corporation's permission;
  - (2) the non-compliance is of a minor nature; and
  - (3) the design objectives will be enhanced.
- 20.36 The Owners Corporation must give written notice to the Resident of its endorsement of non-compliance. The granting of any endorsement will not operate to authorise non-compliance with this Development Control Code for any purpose except as to the particular Lot and particular clause covered by the endorsement, and only to the extent specified.
- 20.37 The Owners Corporation authorisation of non-compliance will not affect the Resident's obligations to comply with all Requirements affecting the Development.
- 20.38 If the Resident does not rectify the non-compliance within the period set out in a notice delivered by the Owners Corporation, the Owners Corporation (by itself, its agents, employees or contractors) may, at the Resident's expense, enter the Lot and remove the non-complying Development or any part of the Development and the Owners Corporation may recover the expense of removal as a liquidated debt from the Resident or may deduct the expense from the Development bond.
- 20.39 The Owners Corporation may take any other action (which it is empowered to take under the Act) it considers necessary to remedy a breach of this Development Control Code and may recover the expense the Owners Corporation incurs as a result from that Resident as a liquidated debt or may require all work on the Development site to cease and may restrict the access of agents, employees or contractors.
- 20.40 Each Resident indemnifies the Owners Corporation, any agent, employee or contractor of the Owners Corporation against all losses, claims, demands, and expenses suffered or incurred by the Owners Corporation in connection with a breach of this Development Control Code or any action taken by the Owners Corporation in accordance with this Development Control Code.



*By-Laws for Santai – 9-13 Dianella Drive, Casuarina*

20.41 To the extent that there is any inconsistency between the provisions of this Development Control Code and a Development consent or approval issued by an Assessing Authority, the provisions of that Development consent or approval prevail.

20.42 The Residents of Lots 18 and 115 will not be required to comply with this By-law 20 to the extent that the Development Control Code relates to development of a Lot as residential accommodation or as a serviced apartment and provided Lots 18 and/or Lot 115 is used for commercial purposes.

20.43 This By-law 20 does not apply to the Developer.

**By-law 21 - Floor Coverings**

21.1 Residents must ensure that the floor surface within that Resident's Lot (other than any floor of a kitchen, laundry, lavatory or bathroom) is covered or otherwise treated to an extent sufficient to prevent the transmission of noise from such floor surface likely to disturb the peaceful enjoyment of the Resident of another Lot.

21.2 By-law 21.1 does not apply to Lots 18 and 115.

**By-law 22 - Facilities Agreement**

22.1 The Owners Corporation has the power and function to enter into the Facilities Agreement to provide access to the Facilities for Residents.

**By-law 23 - Use of Facilities**

23.1 The Owners Corporation acknowledges that Residents are entitled to use the Facilities in accordance with the rights granted to the Owners Corporation under the Facilities Agreement.

23.2 So long as they remain members of the Club, Residents must:

- (1) not create any noise or disturbance or behave in a manner likely to interfere with the peaceful enjoyment of the Facilities by other Residents or Club members; and
- (2) observe the Club Rules.

23.3 The Owners Corporation must use its best endeavours to ensure Residents observe the Club Rules including but not limited to rules in relation to:

- (1) the hours of use;
- (2) restrictions on use;
- (3) persons entitled to use; and
- (4) bookings and other procedures.

23.4 The Owners Corporation must keep an up to date and independent log of Residents' Club memberships including type, duration and limitations on those memberships as provided by the Club.

23.5 Should the Club cease to operate or the Facilities for any reason become unavailable (other than on a temporary basis) the Owners Corporation must:

- (1) ensure that Residents do not use the Facilities; and
- (2) collect and return to the Club, all Club memberships and access keys, cards and other related items which allow access to the Facilities.

**By-law 24 - Caretaking Agreement**

24.1 The Owners Corporation has the function to and the power and authority to appoint and enter into an agreement with a person to provide for the management, control and administration of the Building ("Resident Manager") which agreement may provide for:

- (1) a term of years with rights for early determination by either the Owners Corporation or the Resident Manager;
- (2) the provision of services consistent with use of the Lots as residential apartments;
- (3) the cleaning, caretaking, security supervision and service of the Common Property and for the general repair, maintenance, renewal or replacement of the Common Property;
- (4) the provision of Services to Residents;

*By-Laws for Santai – 9-13 Dianella Drive, Casuarino*

- (5) the supervision of any employees or contractors of the Owners Corporation;
- (6) the control and supervision of the Common Property;
- (7) the arbitration of disputes between the Owners Corporation and the Resident Manager; and
- (8) anything else which the Owners Corporation agrees is necessary or desirable having regard to the operational and management requirements of the Owners Corporation.

24.2 At the expiration of an agreement entered into under this By-law, the Owners Corporation may enter into a further agreement under this By-law.

24.3 The Owners Corporation may not without the written consent of the Resident Manager enter into more than one agreement under this By-law at any one time.

**By-law 25 - Obstruction of Resident Manager**

25.1 A Resident must not:

- (1) interfere with or obstruct the Resident Manager from performing its duties under any agreement entered into under By-law 24; or
- (2) interfere with or obstruct the Resident Manager from using any part of the Common Property designated by the Owners Corporation for the Resident Manager's use in carrying out the services set out in By-law 24.

**By-law 26 - Amenities and Services**

26.1 The Owners Corporation has the function to and may determine and enter into arrangements for the provision of amenities or Services to one or more of the Lots or to Residents or their invitees and may without limitation:

- (1) establish and maintain amenities and Services for the Strata Scheme and Residents; and
- (2) engage or authorise others to provide amenities or Services for the benefit of the Strata Scheme and Residents.

26.2 The Owners Corporation may enter into agreements, contracts, licences, leases or other arrangements of any nature in connection with the provision of amenities or Services including those referred to in By-law 26.5 and for the engagement or authorisation of service contractors and others to provide or supply amenities or Services.

26.3 Without limitation, Services the Owners Corporation may provide include any or all of the following:

- (1) window and general cleaning;
- (2) garbage disposal and recycling Services;
- (3) utility Services of any nature including those referred to in these By-laws;
- (4) telecommunication and CATV Services; and
- (5) security Services.

26.4 Any funds generated in the hands of the Owners Corporation surplus to the costs of providing amenities or Services as a result of the levying of charges for the provision or supply of amenities and Services under agreements referred to in this By-law must be applied by the Owners Corporation to its administrative fund in reduction of liabilities of the Owners Corporation and in this way for the benefit of Residents.

26.5 If the Owners Corporation provides or supplies amenities or Services under this By-law, it may:

- (1) enter into agreements with Residents setting out the terms on which the Owners Corporation will charge for the provision or supply of amenities and Services and recover the costs of providing or supply amenities or Services including charges for:
  - (a) provision or supply of the amenities or Services;
  - (b) installation and connection to the relevant Service Infrastructure;
  - (c) servicing and maintenance of amenities or Service Infrastructure utilised in the provision or supply of an amenity or Service to a particular Resident;
  - (d) disconnection and reconnection fees (if applicable); and
  - (e) advance payments or security deposits to be provided in connection with the provision or supply of an amenity or Service;

*By-Laws for Santai – 9-13 Dianella Drive, Casuarina*

- (2) establish the basis for charges for provision or supply of amenities or Services;
- (3) establish a system of accounts and invoices in connection with the supply or provision of amenities or Services and rendering of accounts to Residents as appropriate;
- (4) recover any amounts when due and payable from any Resident under applicable accounts rendered (under the terms of agreement) and if an account is unpaid by the due date:
  - (a) recover any unpaid amount as a liquidated debt;
  - (b) recover interest on any unpaid account;
  - (c) disconnect or discontinue the provision or supply of an amenity or Service to the relevant Resident;
  - (d) charge a reconnection fee (if applicable) to restore an amenity or Service to the relevant Resident; and
  - (e) increase the advance payment or security deposit for provision or supply of an amenity or Service to the relevant Resident.

26.6 The Owners Corporation is not liable for any loss or damage suffered by any Resident as a result of any failure of the provision or supply of an amenity or Service due to breakdowns, repairs, maintenance, strikes, accidents or any other causes affecting provision or supply by the Owners Corporation.

26.7 Each Resident must:

- (1) allow the Owners Corporation and its agents, contractors, or employees access to any Service Infrastructure used in connection with amenities or Services;
- (2) comply with all requirements of the Owners Corporation imposed in connection with provision or supply of amenities or Services by the Owners Corporation; and
- (3) maintain any Service Infrastructure used in connection with the provision or supply of amenities or Services by the Owners Corporation and which is located in or on a Lot and which is used in connection with provision or supply of amenities and Services by the Owners Corporation.

26.8 Nothing in this By-law obliges a Resident to use or purchase an amenity or Service from the Owners Corporation or limits or restricts the rights of any Resident to utilise Service Infrastructure under any implied easement or other right contained in the Act or other applicable legislation.

**By-law 27 - Power of Owners Corporation to Enter into Other Agreements**

27.1 Without limitation to its other powers, the Owners Corporation has the function to and the power and authority appoint and to enter into other agreements to provide for Services to the Common Property or Residents as necessary including but not limited to:

- (1) an agreement with a person or corporation to provide for the management of administrative matters for the Strata Scheme which agreement may provide for:
  - (a) convening and attending annual general meetings of the Owners Corporation and preparing and forwarding minutes of those meetings;
  - (b) preparing and forwarding annual statements of accounts and budgets;
  - (c) preparing and forwarding notices of administrative and sinking fund levies;
  - (d) receipting, banking and accounting money paid to the Owners Corporation;
  - (e) reconciling bank statements for the Owners Corporation;
  - (f) paying Owners Corporation accounts;
  - (g) keeping Owners Corporation accounting records; and
  - (h) maintaining registers of assets, engagements and authorisations, allocations of exclusive use and authorisations concerning Common Property; and
- (2) an agreement and authorisation with a person or corporation to provide for the management of letting of Lots and ancillary services and amenities for some or all Residents and on an exclusive basis;

*By-Laws for Santai – 9-13 Dianella Drive, Casuarina*

- (3) an agreement and authorisation with a person or corporation to provide for security services to be provided to the Owners Corporation and lots in the Strata Scheme;
- (4) an agreement and authorisation to enter into an agreement relating to the use of Residents of facilities (such as gymnasium facilities).

**By-law 28 – Easement**

- 28.1 Without limitation to its other powers, the Owners Corporation may execute an easement for access or other easement rights which either burdens or benefits Common Property, provided that the easement:
- (1) does not materially prejudice the rights of a Resident; and
  - (2) does not materially affect the amenity of the Strata Scheme.

**By-law 29 - Consent of Owners Corporation**

- 29.1 A consent given by the Owners Corporation under any By-law is revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the Resident to whom the consent or approval is given is responsible at their own cost for compliance with the terms of the consent.

**By-law 30 - Complaints and Applications**

- 30.1 Any complaint or application to the Owners Corporation or the Executive Committee must be addressed in writing to the Managing Agent.

**By-law 31 - Air Conditioning - Special Privileges**

- 31.1 Any Resident for the time being of a lot who has air conditioning plant and equipment located in any part of the common property shall have special privileges in respect of that area of the common property where such plant and equipment is located for the purposes of keeping and maintaining air conditioning plant and equipment that services the air conditioning system for the lot.
- 31.2 The Owners Corporation shall be responsible for the proper maintenance of and keeping in a state of good and serviceable repair the relevant part(s) of the common property which a resident has the special privilege of under this By-law but the Resident who has special privileges must maintain any air-conditioning plant and equipment that services their lot on such special privilege area at its cost.
- 31.3 Any Resident of a lot who has the special privilege in respect of the area of the common property where the air conditioning plant and equipment servicing that Resident's lot is located must keep any such plant and equipment in this area in a good condition so that it does not cause disturbance or nuisance to any other Resident in the Strata Scheme.

**By-law 32 - Residents' Parking**

- 32.1 A Resident must not park or stand a vehicle or bicycle on the Common Property other than in those parts of the Common Property allocated for car parking on an exclusive use basis or those other parts of the Common Property designated for standing or parking of vehicles or bicycles.
- 32.2 All vehicles may only be driven on the parts of the Common Property that are designed for that purpose and must be driven at a safe speed.

**By-law 33 - Display Units**

- 33.1 While the Developer is an owner, occupier or lessee of a Lot in the Strata Scheme, the Developer and its agents will be entitled to use a Lot as a display unit for the purpose of allowing prospective purchasers of any lot in the Strata Scheme to inspect the Lot or Lots and the Developer may conduct an auction sale from such Lot.
- 33.2 The Developer and its agents are entitled to erect signs and advertising on the Lot and parcel.
- 33.3 The Developer shall be entitled, for the purposes of exercising its rights under this By-law full and

*By-Laws for Santai – 9-13 Dianella Drive, Casuarina*

uninterrupted access to the Strata Scheme for themselves and its officers, servants and/or agents during the hours of 10.00 am to 5.00 pm on each day.

**By-law 34 - Visitors' Car Park**

- 34.1 A Resident shall not park or stand any motor vehicle or other vehicle upon areas set aside for visitor car parking.
- 34.2 A Resident shall ensure that their invitees use the visitor car parking area only for its intended purpose of casual parking within the rules set from time to time by the Executive Committee (which rules shall provide that areas of casual parking shall not be used for more than 3 hours at a time).

**By-law 35 - Use of Recreation Facilities**

In relation to the use of the swimming pool and adjacent areas and other recreation areas, if any, ("the Recreation Facilities"), a Resident shall ensure:

- 35.1 that his invitees and guests do not use the same or any of them unless he or another owner or occupier accompanies them;
- 35.2 that children below the age of thirteen (13) years are not in or around the same unless accompanied by an adult owner or occupier exercising effective control over them;
- 35.3 that glass containers or receptacles of any type are not taken to or allowed to remain in or around the same;
- 35.4 that he and his invitees shall exercise caution at all times and shall not run or splash or behave in any manner that is likely to interfere with the use and enjoyment of the Recreation Facilities by other persons;
- 35.5 that no use is made of the Recreation Facilities between the hours of 10.00 pm and 6.00 am or other hours set from time to time by the Executive Committee;
- 35.6 that the Resident and their invitees and guests are suitably attired at all times;
- 35.7 that the Resident and their invitees and guests obey any lawful direction given to them by the Owner's Corporation or the Resident Manager.

**By-law 36 - Rules re Recreation Facilities**

- 36.1 The Executive Committee may make rules relating to the use of the Recreation Facilities not inconsistent with these By-laws and the same shall be observed by the Resident unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Owners Corporation.

**By-law 37 - Maintenance of Recreation Facilities**

- 37.1 A Resident shall not without proper authority operate, adjust or interfere with the operation of any equipment associated with the Recreation Facilities or add any chemical or other substance to the swimming pool, spa or other water feature.

**By-law 38 - Auction Sales**

- 38.1 Subject to By-law 33 an owner or occupier of a lot shall not permit any auction sale to be conducted or to take place in the lot or within the Strata Scheme without the prior approval in writing of the Executive Committee.

**By law 39 - Joint Liability**

- 39.1 If, at the time a person becomes the owner of a lot, another person is liable in respect of the lot to pay interest or penalty on a contribution, the owner is jointly and severally liable with the other person for the payment of the interest or penalty.

*By-Laws for Santai – 9-13 Dianella Drive, Casuarina*

#### **By-law 40 - Use of Lots**

- 40.1 Subject to By-law 40.2 and By-law 40.5, all lots shall only be used for residential/serviced apartment purposes.
- 40.2 Lot 18 (and/or any other lot nominated by the Original Owner from time to time) may be used for the provision of caretaking and letting services and/or management office and/or day spa or any other commercial purpose determined by the owner of Lot 18 ("Caretaking Lot"). The owner or occupier of the Caretaking Lot will be the only person or entity that may carry on within the Strata Scheme the business of the caretaking of the Strata Scheme and/or the letting of lots in the Strata Scheme and/or the provision of ancillary services to the caretaking/letting business (all of which services are referred to in these By-laws as the management and letting services).
- 40.3 The Owner's Corporation will not allow any other person or entity to provide from anywhere within the Strata Scheme any of the management and letting services.
- 40.4 The Owner's Corporation may not enter into with any other person or entity an agreement relating to the supply by a person or entity of any of the management and letting services.
- 40.5 Despite By-laws 2.1 and 40.1, Lot 115, Lot 18 and any other lot nominated by the Developer from time to time may be used for commercial purposes, including, without limitation, for the purposes of a licensed restaurant.

#### **By-law 41 - Executive Committee may Employ**

- 41.1 The Executive Committee may employ for and on behalf of the Owner's Corporation such agents and servants as it thinks fit in connection with the exercise and performance of the powers, authorities, duties and functions of the Owner's Corporation.

#### **By-law 42 - Notices**

- 42.1 A Resident, his servants, agents, licensees and invitees shall observe the terms of any notice displayed in the common property by authority of the Executive Committee or of any statutory authority.

#### **By-law 43 - Recovery of Costs**

- 43.1 An owner of a Lot (which expression shall extend to a mortgagee in possession) shall pay on demand the whole of the Owner's Corporation's costs and expenses (including Solicitor and own client costs), such amount to be deemed a liquidated debt, incurred in:-
- (1) recovering contributions or monies payable to the Owner's Corporation pursuant to the Act duly levied upon that owner by the Owner's Corporation or otherwise or pursuant to the By-laws of the Owner's Corporation;
  - (2) all proceedings including legal proceedings concluded in favour of the Owner's Corporation taken by or against the owner or the lessee or occupier of the owner's lot, including, but not limited to, applications for an Order by the Commissioner, appeals to the Tribunal and appeals to the Court.
- 43.2 In the event that the owner (or his mortgagee in possession) fails to attend to the payment of such costs and expenses after demand is made for the payment of same, the Owner's Corporation may:-
- (1) treat such costs and expenses as a liquidated debt and take action for the recovery of same in any Court of competent jurisdiction; and
  - (2) enter such costs and expenses against the levy account of such owner in which case the amount of same shall be paid to the Owner's Corporation upon a subsequent sale or disposal of the owner's lot failing which the purchaser of such lot shall be liable to the Owner's Corporation for the payment of same.

#### **By-law 44 - Recovery by Owner's Corporation**

- 44.1 Where the Owner's Corporation expends money to make good damage caused by a breach of the Act or of these By-laws by any owner or the tenants, guests, servants, employees, agents, children, invitees or licensees of the owner or any of them, the Executive Committee shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the owner of the lot at the time when the breach occurred.

*By-Laws for Santai – 9-13 Dianella Drive, Casuarina*

#### **By-law 45 - Liquor Licence**

- 45.1 The Owner's Corporation and Residents must comply with all reasonable directions and do all things reasonably required by any person holding a liquor licence under the Liquor Act 1982 (NSW) in respect of the Strata Scheme or any part of the Strata Scheme, to enable that person to fulfil the obligations under the Liquor Act 1982 (NSW) in respect of the sale and supply of liquor on the Common Property.
- 45.2 Each Resident must comply with all reasonable directions and do all things reasonably required by any person holding a liquor licence under the Liquor Act 1982 (NSW) in respect of the Strata Scheme or any part of the Strata Scheme, to enable that person to fulfil the obligations under the Liquor Act 1982 (NSW) in respect of their Lot.

#### **By-law 46 - Power to Enter into Licence Agreements**

- 46.1 The Owner's Corporation has the function to and may enter into licence agreements from time to time, on such terms and conditions as the Owner's Corporation sees fit, with other lots in the Strata Scheme, to grant to other lots in the Strata Scheme exclusive use and enjoyment over any areas of Common Property or areas over which it has the exclusive use and enjoyment of provided that such licence agreements do not interfere with any businesses being conducted on the Common Property or in Lots 18, 115.

#### **By-law 47 - Bulk Supply of Electricity, Water and other Utility Services**

- 47.1 The Owner's Corporation may obtain the supply of electricity, water or other utilities ("Utility Services") for the Strata Scheme (which may be in bulk) from an authorised supplier of the Utility Services ("a Supplier"). The Owner's Corporation has the power and function to enter into an agreement with a Supplier on terms decided by the Executive Committee, or if the agreement is outside of the scope of the Executive Committee's authority, the Owner's Corporation.
- 47.2 The Owner's Corporation has the power and function to enter into an agreement with a utilities manager who may facilitate the Owner's Corporation's purchase, sale and administration of the Utility Services ("Utilities Manager").
- 47.3 The Owner's Corporation may install meters to monitor usage of the Utility Services supplied from the Supplier and supplied to owners and occupiers.
- 47.4 The Owner's Corporation may purchase, otherwise obtain or contract with an entity to provide an Energy Management System ("EMS") or services so as to allow for the bulk purchase of Utility Services and the efficient use of the Utility Services.
- 47.5 Subject to this By-law, owners and occupiers must obtain their supply of Utility Services from or through the Owner's Corporation if the Owner's Corporation enters into a supply agreement with the Supplier. If requested by the Owner's Corporation, Owners must sign an agreement for the supply of the Utility Services on the Terms of Supply decided by the Owner's Corporation.
- 47.6 Owners or occupiers who accept or use the Utility Services supplied by or through the Owner's Corporation ("Consumers") shall, in consideration of the supply of the Utility Services, comply with this By-law and the terms and conditions of supply adopted by the Owner's Corporation ("the Terms of Supply"). A copy of the Terms of Supply adopted by the Owner's Corporation shall be made available by the Owner's Corporation to Consumers.
- 47.7 Upon the acceptance or use of one or more of the Utility Services supplied by or through the Owner's Corporation, the Terms of Supply shall constitute an agreement between the Consumer and the Owner's Corporation and the Consumer shall sign the Terms of Supply. The consideration for the agreement shall be the supply and continued supply of the Utility Services through the Owner's Corporation to the Consumer. The Terms of Supply form an agreement separate to this By-law.
- 47.8 Upon request by a Consumer, the Owner's Corporation shall provide one copy of the Terms of Supply to a Consumer.
- 47.9 When a Consumer assigns or transfers the Consumer's interest in a Lot, the assignee or transferee becomes joined as a party to the agreement constituted by the Terms of Supply. The assignor or

*By-Laws for Santai – 9-13 Dianella Drive, Casuarina*

transferor Consumer is released from the obligations imposed under this By-law and the Terms of Supply only when all obligations of the Consumer are satisfied and up to date.

- 47.10 The Owner's Corporation may include the costs for the supply of the Utility Services (whether to an owner or occupier of a lot) in Notices of Contributions payable to the Owner's Corporation by the owner of the lot to which electricity is supplied, or the Utilities Manager may give to the owner of a lot an account for the electricity supplied. By-law 43 and By-law 39 apply to such payments.
- 47.11 The terms of this By-law and the Terms of Supply are subject to any agreement entered into between the Owner's Corporation and the Supplier. The Owner's Corporation will have no obligation to provide a Utility Service to a Consumer if:
- (1) the agreement with the Supplier is terminated;
  - (2) the Supplier does not provide the Utility Service to the Owner's Corporation for any reason; or
  - (3) the Consumer does not pay for the supply of the Utility Service by the due date.
- 47.12 All enquiries regarding connection, disconnection and charges shall be directed to the Utilities Manager (or other person nominated by the Executive Committee). Consumers shall follow the directions of the Utilities Manager (or other person nominated by the Executive Committee) with respect to the supply and use of a Utility Service provided that the directions must be consistent with this By-law and the Terms of Supply.
- 47.13 The Utilities Manager (or other person nominated by the Executive Committee) must, if asked by a proposed assignee or transferee of a Lot who has written authority from the owner of the Lot to do so, disclose the amount of outstanding service accounts for the relevant Lot.
- 47.14 The Executive Committee may make rules with respect to the supply of a Utility Service provided they are consistent with this By-law and the Terms of Supply.
- 47.15 The Owner's Corporation will not, under any circumstances whatsoever, be responsible or liable for any loss, cost or damages that occur to any Consumer or anyone who relies upon a Utility Service because of failure of the supply of the Utility Service due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description.
- 47.16 All Consumers shall ensure that any installation within a Lot connected with the Utility Service is maintained free of any defect and in a good and serviceable condition. Subject to the Act, the Owner's Corporation or the Utilities Manager shall be entitled to enter a Lot to inspect any installations.
- 47.17 For the purposes of ensuring the efficient and constant supply of a Utility Service to the Lots during any limitation in the supply of a Utility Service, the Owner's Corporation may impose restrictions in such a manner and to such an extent as it considers necessary, upon the use of Utility Services, including the prohibition of the use of specified articles.
- 47.18 The Owner's Corporation is not responsible for the accuracy or correct operation of any meter for a Lot used to measure the supply of a Utility Service to the Lot. Consumers shall ensure that no person associated with the Consumer of their Lot interferes with any meter or equipment used for the supply or measure of supply of a Utility Service to a Lot.
- 47.19 An invoice or notice will have been validly given to a Consumer if the invoice or notice is sent to the last known address for the Consumer known to the Owner's Corporation.
- 47.20 Any account delivered by the Owner's Corporation to an individual Lot owner shall be paid by the owner within 14 days of delivery of such account. In the event that a proper account for the supply of a Utility Service is not paid by the due date for payment, then the Owner's Corporation shall be entitled to:
- (1) charge interest at the rate of 20% per annum on the outstanding amount (calculated daily);
  - (2) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any Court of competent jurisdiction; and/or
  - (3) disconnect the supply of the Utility Service to the relevant lot.

**By-law 48 - Exclusive Use - Carparking Areas**

- 48.1 The Resident for the time being of a lot specified in Schedule 1 shall have the right of exclusive use and



*By-Laws for Santai – 9-13 Dianella Drive, Casuarina*

enjoyment of the corresponding area shown in the second column of Schedule 1 and identified on the sketch plan attached as Plan "A".

- 48.2 The exclusive use area(s) granted under this By-law are to be used by the Resident of each lot that has the benefit of the area(s) for the purposes of carparking only.
- 48.3 The Owner's Corporation shall continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair the relevant part(s) of the Common Property which a Resident has the exclusive use of under this By-law provided that the Resident shall not litter the area and shall clean and remove any oil spillage from the surface of such area and shall generally keep the area clean and tidy and shall be liable (at its cost) to repair any damage caused by the Resident's negligent act or omission.
- 48.4 The Executive Committee is hereby authorised to transpose exclusive use areas or any part of those areas from one lot to another at any time and from time to time on the written request of the owners of the lots involved. The costs of any new By-laws required as a result of a transposition of exclusive use areas (including legal costs) shall be paid by the owners of the lots involved.

**By-law 49 - Exclusive Use - Storage Areas**

- 49.1 The Resident for the time being of a lot specified in Schedule 1 shall have the right of exclusive use and enjoyment of the corresponding area shown in the third column of Schedule 1 and identified on the sketch plan attached as Plan "A".
- 49.2 The exclusive use area(s) granted under this By-law are to be used by the Resident of each lot that has the benefit of the area(s) for the purposes of storage only.
- 49.3 The Owner's Corporation shall continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair the relevant part(s) of the Common Property which a Resident has the exclusive use of under this By-law provided that the Resident shall not litter the area and shall generally keep the area clean and tidy and shall be liable (at its cost) to repair any damage caused by the Resident's negligent act or omission.
- 49.4 The Executive Committee is hereby authorised to transpose exclusive use areas or any part of those areas from one lot to another at any time and from time to time on the written request of the owners of the lots involved. The costs of any new By-laws required as a result of a transposition of exclusive use areas (including legal costs) shall be paid by the owners of the lots involved.

**By-law 50 - Exclusive Use - Courtyard Areas**

- 50.1 The Resident for the time being of a lot specified in Schedule 1 shall have the right of exclusive use and enjoyment of the corresponding area shown in the fourth column of Schedule 1 and identified on the sketch plan attached as Plan "B".
- 50.2 The exclusive use area(s) granted under this By-law are to be used by the Resident of each lot that has the benefit of the area(s) for the purposes of a courtyard to be used in conjunction with the lot to which the exclusive use area attaches.
- 50.3 The Owners Corporation shall continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair the relevant part(s) of the Common Property which a Resident has the exclusive use of under this By-law provided that the Owners Corporation may recover from the owner of the lot that has the benefit of the exclusive use area the costs and expenses incurred by the Owners Corporation (or its employees, servants or agents) in undertaking such maintenance and repairs. Such costs shall be as determined by the Owners Corporation and payable at such times as determined by the Owners Corporation.
- 50.4 No improvement shall be made or Development undertaken on the exclusive use areas without the consent of the Owners Corporation. No furniture or other chattels shall be kept or maintained on the exclusive use area unless such furniture or chattels comply with this By-laws or are otherwise approved by the Owners Corporation.
- 50.5 the Owners Corporation is entitled to and authorised to enter into an exclusive use area granted under this By-law for the purposes of carrying out its obligations under this By-law or the Act.

*By-Laws for Santai – 9-13 Dianella Drive, Casuarina*

50.6 In an emergency the Owners Corporation or a Resident may use any part of an exclusive use area for the purpose of accessing or egressing any part of the parcel.

**By-law 51 - Exclusive Use**

51.1 The Resident for the time being of a lot specified in the first column of the schedule below shall have the right of exclusive use and enjoyment of the corresponding area identified in the second column of the schedule below which is shown on the sketch plan attached as Plan "A" or "C".

51.2 The Resident of a lot that has the exclusive use in respect of the area identified in the schedule below may use the relevant area for the purpose shown in the third column of the schedule below corresponding to that area subject to any conditions detailed in the fourth column of the schedule below for the corresponding area.

51.3 The Owner's Corporation shall continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair the relevant part(s) of the common property which a Resident has exclusive use of under this By-law subject to any obligations on the Resident of a lot that has exclusive use under this By-law as set out in the fourth column of the schedule below.

51.4 The Executive Committee is hereby authorised to transpose exclusive use areas or any parts of those areas from one lot to another at any time and from time to time on the written request of the owners of the lots involved. The cost of any new By-Laws required as a result of a transposition of exclusive use areas (including legal costs) shall be paid by the owners of the lots involved.

First Column - Lot	Second Column - Area	Third Column – Purpose for which area may be used	Fourth Column – Condition and Obligation of Owner/Occupier to Maintain
Lot 115	EU115	Dining area for patrons of business conducted from Lot 115. Area may be used for the sale/ consumption of liquor	<ol style="list-style-type: none"> <li>1. Resident must keep area clean and tidy.</li> <li>2. Resident must repair any damage caused to area (including any damage caused by the installation or removal of fixtures).</li> <li>3. Resident must take out and maintain public liability insurance (noting the interest of the Owners Corporation) for at least \$5,000,000.00 for each occurrence.</li> <li>4. No alterations or improvements may be made to the exclusive use area other than in accordance with these By-laws.</li> </ol>
Lot 18	EU18A EU18C	Linen room/storage room.	<ol style="list-style-type: none"> <li>1. Resident to keep exclusive use area clean and tidy and to repair any damage caused to the exclusive use area caused by the Resident (or its agents).</li> </ol>
Lot 18	EU18B EU18F EU18J EU18K EU18L	Storeroom	<ol style="list-style-type: none"> <li>1. Resident to keep exclusive use area clean and tidy and to repair any damage caused to the exclusive use area caused by the Resident (or its agents).</li> </ol>
Lot 18	EU18D	Cleaners room	Resident to keep exclusive use area clean and tidy and to repair any damage caused to the exclusive use area caused by the Resident (or its agents).
Lot 18	EU18E	Staff amenities room	Resident to keep exclusive use area clean and tidy and to repair any damage caused to the exclusive use area caused by the Resident (or its agents).
Lot 18	EU18G	Storeroom	<ol style="list-style-type: none"> <li>1. Resident to keep exclusive use area clean and tidy and to repair any damage caused to the exclusive use area caused by the Resident (or its agents).</li> <li>2. Resident shall subject to receiving reasonable notice grant access to any lot owner or their agents and/or contractors for the purpose of maintaining and servicing air conditioning plant and equipment that may belong to such lot owners and be located within this exclusive use area.</li> </ol>

*By-Laws for Santoi – 9-13 Dianella Drive, Casuarina*

Lot 18	EU18H	Pool Equipment Room	1. Resident to keep exclusive use area clean and tidy and to repair any damage caused to the exclusive use area caused by the Resident (or its agents).
Lot 115	EU115B	Carparks	1. Resident to keep exclusive use area clean and tidy and to repair any damage caused to the exclusive use area caused by the Resident (or its agents).

51.5 The right of exclusive use of areas of common property by the owner for the time being of Lot 115 shall be subject to the following conditions, in addition to those referred to in the fourth column:

- (1) The Resident of the lot is responsible for the compliance with By-Law 3.1;

Members of the Public are to be directed to use the sanitary facilities in the area labelled SR115F and for this purpose to install directional signage in the Lot 115 premises, at its cost;

- (2) A Member of the Public may not use any common property except to enter and to leave Lot 115 or for the purpose of which such areas may be used according to the third column, an area of common property in respect of which the owner has a right of exclusive use and enjoyment or a special privilege, or according to By-Law 51.5(2).

**By-law 52 - Special Privileges**

52.1 The Resident for the time being of a lot specified in the first column of the schedule below shall have special privileges in respect of the corresponding area identified in the second column of the schedule below which is shown on the sketch plan attached as Plan "D". The rights granted under this By-Law 52.1 are not exclusive use rights.

52.2 The Resident of a lot that has the special privileges in respect of the area identified in the schedule below may use the relevant area for the purpose shown in the third column of the schedule below corresponding to that area subject to any conditions detailed in the fourth column of the schedule below for the corresponding area.

52.3 The Owners Corporation shall continue to be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the relevant part(s) of the common property which a resident has special privileges in respect of under this By-Law subject to any obligations imposed on the resident of a Lot that has special privileges under this By-Law as set out in the fourth column of the Schedule below.

First Column - Lot	Second Column - Area	Third Column - Purpose for which area may be used	Fourth Column – Condition and Obligation of Owner/Occupier to Maintain
Lot 18	EU115A	To maintain a booking system and register to manage the licensing and use of the area by the Owners Corporation and Residents for temporary events, functions and activities. If a booking is made by the Resident of Lot 115 for a function, event or activity, the area may be licensed or used for the sale for the sale/consumption of alcohol.	Booking fees and charges are to be determined by the Owners Corporation and are to be payable to the Owners Corporation. Booking fees shall include the cost of cleaning and the repair of any damage caused by the Invitee during the licence period of use. Residents may continue to access the relevant area (even when it is being used) unless an exclusive booking is made for the temporary use of EU115A and SR115E only and the party making the booking has paid an exclusive use licence fee to the Owners Corporation.
Lot 115	SRF115F	The right for the Resident, its Invitees and Members of the Public to use the sanitary facilities.	Resident to keep special right area clean and tidy and to repair any damage caused to the special right area caused by the Resident, staff and patrons of business conducted from Lot 115.
Lot 115	SR115D	The right to use the relevant area for the purpose of: 1. Serving meals (including breakfast, lunch and dinner), food and	Resident to keep special right area clean and tidy and to repair any damage caused to the special right area caused by the Respondent (or its agents or invitees).

*By-Laws for Santai – 9-13 Dianella Drive, Casuarina*

		beverages (including alcohol). 2. Conduct temporary functions. 3. Conducting temporary activities or events. Area may be used for the sale/consumption of liquor.	
Lot 115	SR115C	Subject to the condition that other Residents may continue to access the relevant area (even when it is being used by the party with the benefit of this special right) to access other parts of the Building, the right to use the relevant area for the purposes of: 1. Conducting temporary functions. 2. Conducting temporary activities or events. Area may be used for the sale/consumption of liquor.	Resident to keep special right area clean and tidy and to repair any damage caused to the special right area caused by the Resident (or its agent or invitees).
Lot 18	SR115E	To maintain a booking system and register to manage the use of the area by the Owners Corporation and Residents for temporary events, functions and activities. If a booking is made by the Resident of Lot 115 for a function, event or activity, the area may be licensed or used for the sale for the sale/consumption of alcohol.	Booking fees and charges are to be determined by the Owners Corporation and are to be payable to the Owners Corporation. Booking fees shall include the cost of cleaning and the repair of any damage caused by the invitee during the licence period or use. Residents may continue to access the relevant area (even when it is being used) unless an exclusive booking is made for the temporary use of EU115A and SR115E only and the party making the booking has paid an exclusive use licence fee to the Owners Corporation.

52.4 The special privilege in respect of areas of common property by the owner for the time being of Lot 115 shall be subject to the following conditions, in addition to those referred to in the fourth column:

- (1) The Resident of the lot must comply with By-Law 3.1 and By-Law 3.4;
- (2) The Resident of the lot must use its best endeavours to ensure that Members of the Public do not use sanitary facilities in the common property except sanitary facilities in an area of common property of which the owner of Lot 115 has a special privilege under By-Law 52;
- (3) The Resident of the lot must use its best endeavours to ensure that Members of the Public do not use any common property except to enter and to leave Lot 115 or for the purpose for which such areas may be used according to the third column, being an area of common property in respect of which the owner has a right of exclusive use and enjoyment or a special privilege, or according to By-Law 52.4(2).

**By-law 53 - Special Privilege for Caretaker/Letting Agent**

53.1 The Resident from time to time of Lot 18 ("the Caretaker's Unit") shall have the special privilege in respect of the whole of the Common Property to conduct a business of the sale and letting of real property including the sale and letting of lots in the Strata Scheme ("a Letting Business"). No Resident other than the Resident of the Caretaker's Unit shall be entitled to carry on a Letting Business from the Common Property or a lot.

53.2 The Resident for the time being of the Caretaker's Unit shall have the right of exclusive use and enjoyment of those parts of the Common Property agreed to by the Executive Committee for the display of signs offering for lease or sale any lots in the Strata Scheme. All signs shall be of a size and quality and contain material approved by the Executive Committee, acting reasonably.

53.3 This By-law does not prevent:-

- (1) an owner from letting or selling their own lot; or
- (2) the normal and usual activities of a bona fide real estate agent engaged by an owner to let or sell the owner's lot.

*By-Laws for Santai – 9-13 Dianella Drive, Casuarina*

53.4 The Owner's Corporation shall continue to be responsible for the proper maintenance of and keeping the Common Property in a state of good and serviceable repair however the owner of the Caretaker's Unit shall be responsible for keeping any signs placed on Common Property pursuant to By-law 53.2 properly maintained and in a state of good and serviceable repair.

**By-law 54 – Smoking on Premises**

54.1 The owner of occupier of a lot, and any invitee of the owner of occupier, must not smoke tobacco or any other substance on the common property.

54.2 An owner of occupier of a lot must ensure that smoke caused by smoking of tobacco or any other substance by the owner or occupier or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

54.3 The Owners Corporation delegates to the Strata Committee and Strata Managing Agent responsibility for:

- (1) The service of a notice in a form approved by the Director-General, on the owner or occupier of a lot requiring the owner of occupier to comply if satisfied that the owner or occupier has contravened the By-Law; and
- (2) Commencing legal proceedings seeking orders, requiring a person who fails to comply with a notice served in accordance with (1) to pay the statutory pecuniary penalty and any costs of the Owners Corporation in the proceedings.
- (3) Prior to (1) and (2) the Building Manager must first be notified of any instance of smoking so that appropriate action can be taken to notify the owner or occupier of the lot. Should such notification fail to prevent further breaches of this by-law, actions specified in (1) and (2) can then be pursued.

The Common Seal of the Owners-Strata Plan No. 77971 was affixed on \_\_\_\_\_ 2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: \_\_\_\_\_

Name: Andrew Hugh THOMPSON

Authority: Strata Managing Agent

By-Laws for Santai – 9-13 Dianella Drive, Casuarina

**SCHEDULE 1**

**Exclusive Use Carparking Areas Storage Areas and Courtyard Areas**

<b>First Column Lot</b>	<b>Second Column Carspace</b>	<b>Third Column Storage area</b>	<b>Fourth Column Courtyard area</b>
1	E1 as shown on Plan A attached	S1 as shown on Plan A attached	EU1 as shown on Plan B attached
2	E2 as shown on Plan A attached	Not applicable	Not applicable
3	E3 as shown on Plan A attached	Not applicable	Not applicable
4	E4 as shown on Plan A attached	Not applicable	Not applicable
5	E5 as shown on Plan A attached	Not applicable	Not applicable
6	E6 as shown on Plan A attached	Not applicable	Not applicable
7	E7 as shown on Plan A attached	Not applicable	Not applicable
8	E8 as shown on Plan A attached	Not applicable	Not applicable
9	E9 as shown on Plan A attached	Not applicable	Not applicable
10	E10 as shown on Plan A attached	Not applicable	Not applicable
11	E11 as shown on Plan A attached	Not applicable	Not applicable
12	E12 as shown on Plan A attached	Not applicable	Not applicable
13	E13 as shown on Plan A attached	Not applicable	Not applicable
14	E14 as shown on Plan A attached	Not applicable	Not applicable
15	E15 as shown on Plan A attached	Not applicable	Not applicable
16	E16 as shown on Plan A attached	Not applicable	Not applicable
17	E17 as shown on Plan A attached	Not applicable	Not applicable
18	E18 as shown on Plan A attached	S18 as shown on Plan A attached	Not applicable
19	E19 as shown on Plan A attached	Not applicable	Not applicable
20	E20 as shown on Plan A attached	Not applicable	Not applicable
21	E21 as shown on Plan A attached	Not applicable	Not applicable
22	E22 as shown on Plan A attached	Not applicable	Not applicable
23	E23 as shown on Plan A attached	Not applicable	Not applicable
24	E24 as shown on Plan A attached	Not applicable	Not applicable
25	E25 as shown on Plan A attached	Not applicable	Not applicable
26	E26 as shown on Plan A attached	Not applicable	EU26 as shown on Plan B attached

The Common Seal of the Owners-Strata Plan No. 77971 was affixed on \_\_\_\_\_ 2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: \_\_\_\_\_

Name: Andrew Hugh THOMPSON

Authority: Strata Managing Agent

By-Laws for Santai – 9-13 Dianella Drive, Casuarino

27	E27 as shown on Plan A attached	Not applicable	EU27 as shown on Plan B attached
28	E28 as shown on Plan A attached	Not applicable	EU28 as shown on Plan B attached
29	E29 as shown on Plan A attached	Not applicable	EU29 as shown on Plan B attached
30	E30 as shown on Plan A attached	Not applicable	EU30 as shown on Plan B attached
31	E31 as shown on Plan A attached	Not applicable	EU31 as shown on Plan B attached
32	E32 as shown on Plan A attached	S32 as shown on Plan A attached	EU32 as shown on Plan B attached
33	E33 as shown on Plan A attached	Not applicable	EU33 as shown on Plan B attached
34	E34 as shown on Plan A attached	Not applicable	Not applicable
35	E35 as shown on Plan A attached	Not applicable	Not applicable
36	E36 as shown on Plan A attached	Not applicable	Not applicable
37	E37 as shown on Plan A attached	Not applicable	Not applicable
38	E38 as shown on Plan A attached	Not applicable	Not applicable
39	E39 as shown on Plan A attached	Not applicable	Not applicable
40	E40 as shown on Plan A attached	Not applicable	Not applicable
41	E41 as shown on Plan A attached	Not applicable	Not applicable
42	E42 as shown on Plan A attached	Not applicable	Not applicable
43	E43 as shown on Plan A attached	Not applicable	Not applicable
44	E44 as shown on Plan A attached	Not applicable	Not applicable
45	E45 as shown on Plan A attached	Not applicable	Not applicable
46	E46 as shown on Plan A attached	Not applicable	Not applicable
47	E47 as shown on Plan A attached	Not applicable	Not applicable
48	E48 as shown on Plan A attached	Not applicable	Not applicable
49	E49 as shown on Plan A attached	Not applicable	Not applicable
50	E50 as shown on Plan A attached	Not applicable	Not applicable
51	E51 as shown on Plan A attached	Not applicable	Not applicable
52	E52 as shown on Plan A attached	Not applicable	Not applicable
53	E53 as shown on Plan A attached	Not applicable	Not applicable
54	E54 as shown on Plan A attached	Not applicable	Not applicable
55	E55 as shown on Plan A attached	Not applicable	Not applicable
56	E56 as shown on Plan A attached	Not applicable	Not applicable
57	E57 as shown on Plan A attached	Not applicable	Not applicable
58	E58 as shown on Plan A attached	Not applicable	Not applicable
59	E59 as shown on Plan A attached	Not applicable	Not applicable
60	E60 as shown on Plan A attached	Not applicable	Not applicable
61	E61 as shown on Plan A attached	Not applicable	Not applicable
62	E62 as shown on Plan A attached	Not applicable	Not applicable
63	E63 as shown on Plan A attached	Not applicable	Not applicable
64	E64 as shown on Plan A attached	Not applicable	Not applicable

*By-Laws for Santai – 9-13 Dianella Drive, Casuarina*

65	E65 as shown on Plan A attached	Not applicable	Not applicable
66	E66 as shown on Plan A attached	Not applicable	Not applicable
67	E67 as shown on Plan A attached	Not applicable	Not applicable
68	E68 as shown on Plan A attached	Not applicable	Not applicable
69	E69 as shown on Plan A attached	Not applicable	Not applicable
70	E70 as shown on Plan A attached	Not applicable	Not applicable
71	E71 as shown on Plan A attached	Not applicable	Not applicable
72	E72 as shown on Plan A attached	Not applicable	Not applicable
73	E73 as shown on Plan A attached	Not applicable	Not applicable
74	E74 as shown on Plan A attached	Not applicable	Not applicable
75	E75 as shown on Plan A attached	S75 as shown on Plan A attached	Not applicable
76	E76 as shown on Plan A attached	Not applicable	Not applicable
77	E77 as shown on Plan A attached	Not applicable	Not applicable
78	E78 as shown on Plan A attached	Not applicable	Not applicable
79	E79 as shown on Plan A attached	Not applicable	Not applicable
80	E80 as shown on Plan A attached	Not applicable	Not applicable
81	E81 as shown on Plan A attached	Not applicable	Not applicable
82	E82 as shown on Plan A attached	Not applicable	Not applicable
83	E83 as shown on Plan A attached	Not applicable	Not applicable
84	E84 as shown on Plan A attached	Not applicable	Not applicable
85	E85 as shown on Plan A attached	Not applicable	Not applicable
86	E86 as shown on Plan A attached	Not applicable	Not applicable
87	E87 as shown on Plan A attached	Not applicable	Not applicable
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89	E89 as shown on Plan A attached	Not applicable	Not applicable
90	E90 as shown on Plan A attached	Not applicable	Not applicable
91	E91 as shown on Plan A attached	Not applicable	Not applicable
92	E92 as shown on Plan A attached	Not applicable	Not applicable
93	E93 as shown on Plan A attached	Not applicable	Not applicable
94	E94 as shown on Plan A attached	Not applicable	Not applicable
95	E95 as shown on Plan A attached	Not applicable	Not applicable



By-Laws for Santai – 9-13 Dianella Drive, Casuarina

96	E96 as shown on Plan A attached	Not applicable	Not applicable
97	E97 as shown on Plan A attached	Not applicable	Not applicable
98	E98 as shown on Plan A attached	Not applicable	Not applicable
99	E99 as shown on Plan A attached	Not applicable	Not applicable
100	E100 as shown on Plan A attached	Not applicable	Not applicable
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102	E102 as shown on Plan A attached	Not applicable	Not applicable
103	E103 as shown on Plan A attached	Not applicable	Not applicable
104	E104 as shown on Plan A attached	Not applicable	Not applicable
105	E105 as shown on Plan A attached	Not applicable	Not applicable
106	E106 as shown on Plan A attached	Not applicable	Not applicable
107	E107 as shown on Plan A attached	Not applicable	Not applicable
108	E108 as shown on Plan A attached	Not applicable	Not applicable
109	E109 as shown on Plan A attached	Not applicable	Not applicable
110	E110 as shown on Plan A attached	Not applicable	Not applicable
111	E111 as shown on Plan A attached	Not applicable	Not applicable
112	E112 as shown on Plan A attached	Not applicable	Not applicable
113	E113 as shown on Plan A attached	Not applicable	Not applicable
114	E114 as shown on Plan A attached	Not applicable	Not applicable

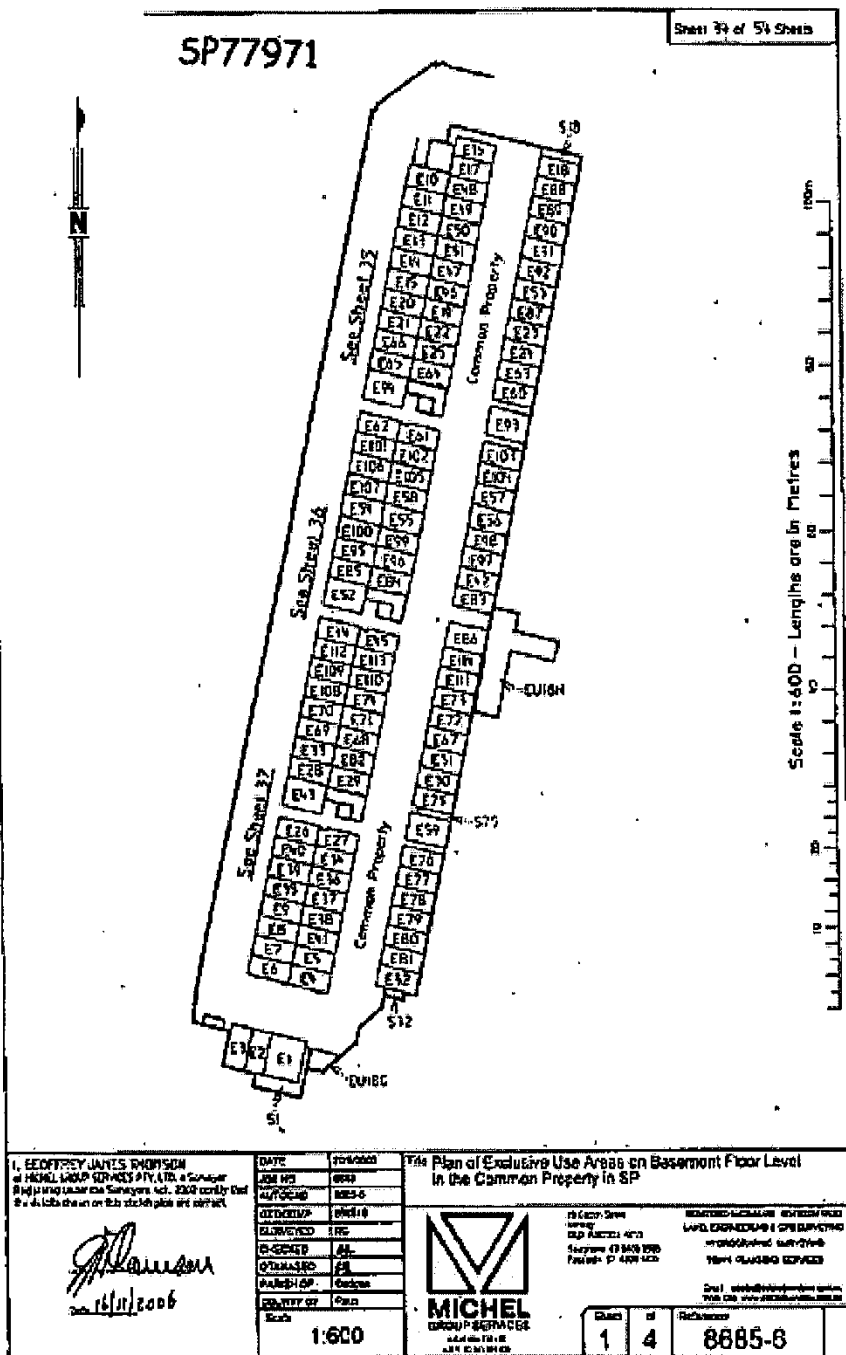
The Common Seal of the Owners-Strata Plan No. 77971 was affixed on 30 September 2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:   
Name: Andrew Hugh THOMPSON  
Authority: Strata Managing Agent



By-Laws for Santai – 9-13 Dianella Drive, Casuarina

**PLAN "A"**  
**Exclusive Use Carparking Areas and Storage Areas**



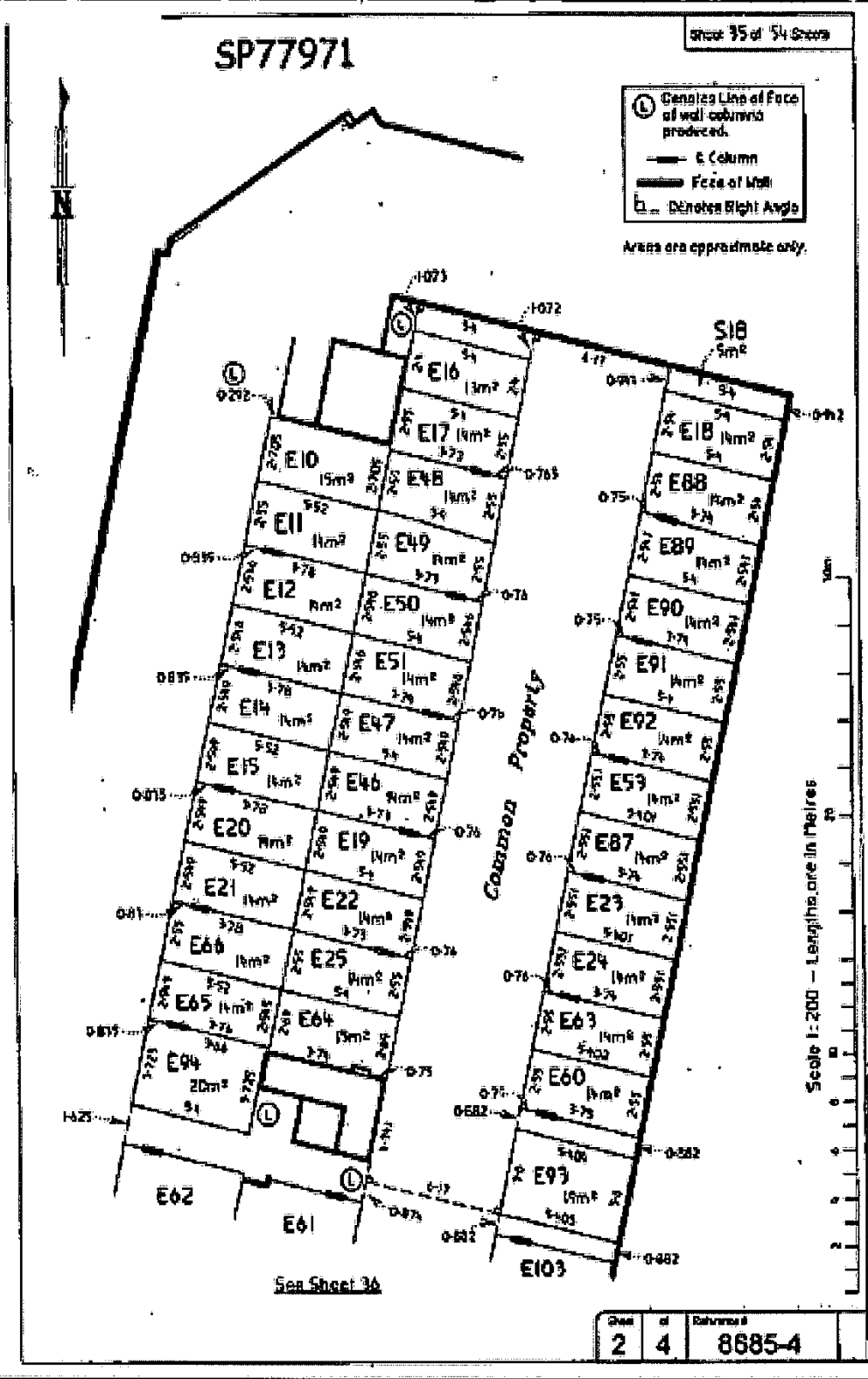
I, <b>EDDREY JAMES THOMPSON</b> of MICHEL GROUP SERVICES PTY LTD, a Company duly incorporated under the Companies Act, 2006 certify that the details shown on this site plan are correct.	DATE	16/09/2019	Title Plan of Exclusive Use Areas on Basement Floor Level in the Common Property in SP	MICHEL GROUP SERVICES 15 GARDEN STREET SYDNEY NSW 1585 Telephone: 02 9550 8888 Facsimile: 02 9550 8888	MICHEL GROUP SERVICES 15 GARDEN STREET SYDNEY NSW 1585 Telephone: 02 9550 8888 Facsimile: 02 9550 8888
	SCALE	1:600			

The Common Seal of the Owners-Strata Plan No. 77971 was affixed on 30 September 2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

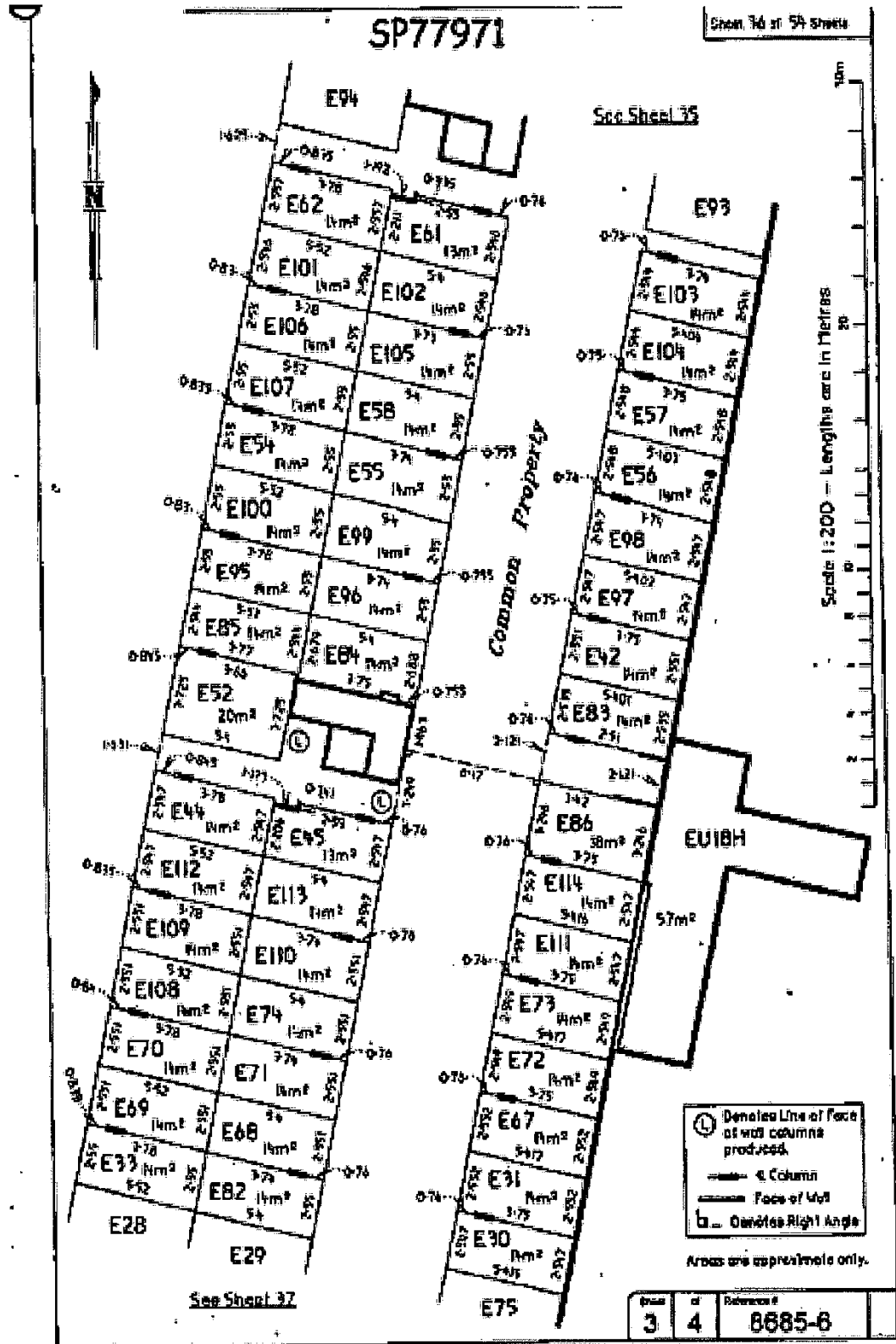
Signature: [Signature]  
 Name: Andrew Hugh THOMPSON  
 Authority: Strata Managing Agent



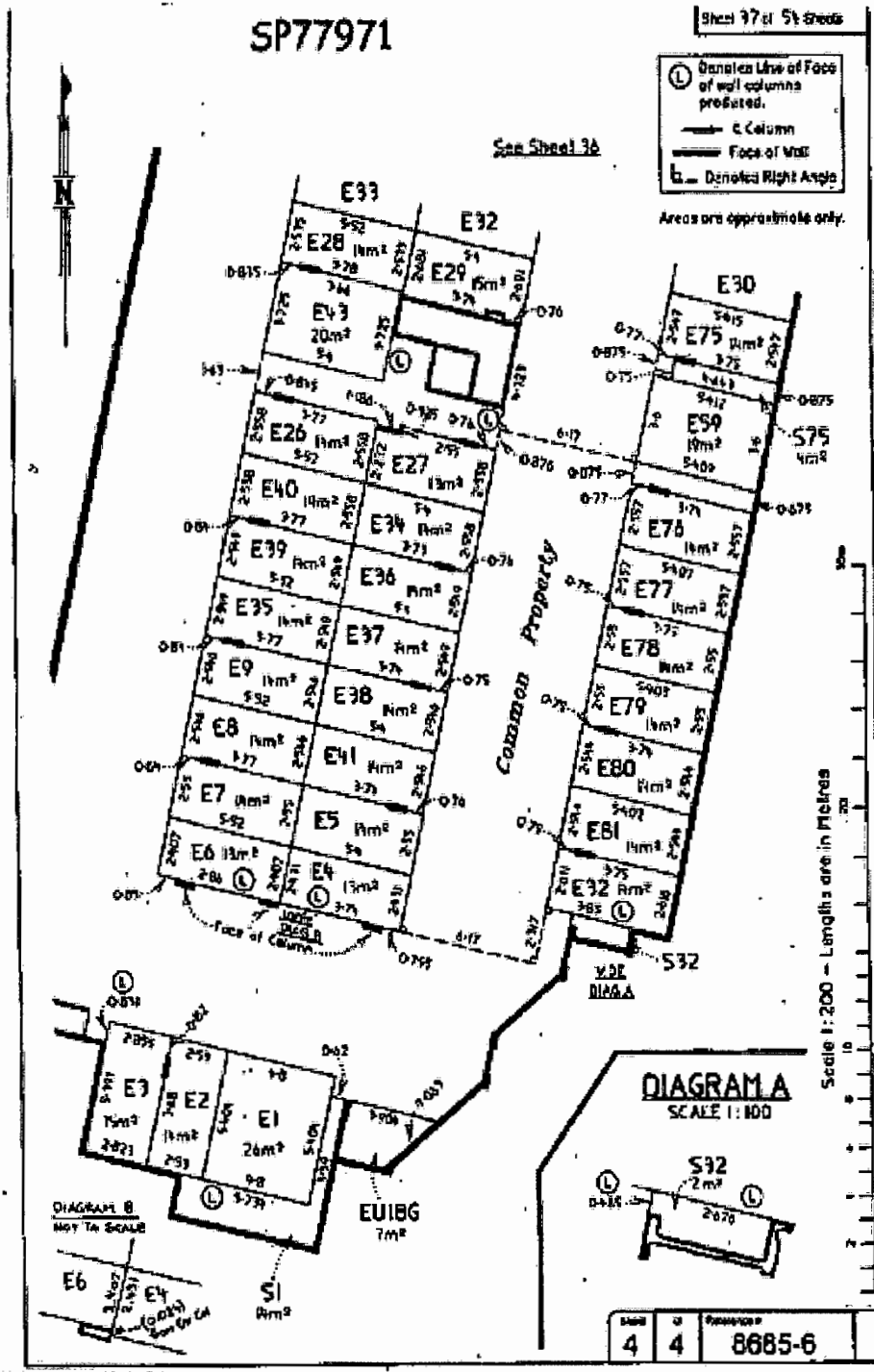
By-Laws for Santai - 9-13 Dianella Drive, Casuarina



By-Laws for Santai - 9-13 Dianella Drive, Casuarina



By-Laws for Santoi – 9-13 Dianella Drive, Casuarina



The Common Seal of the Owners-Strata Plan No. 77971 was affixed on **30 September** 2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

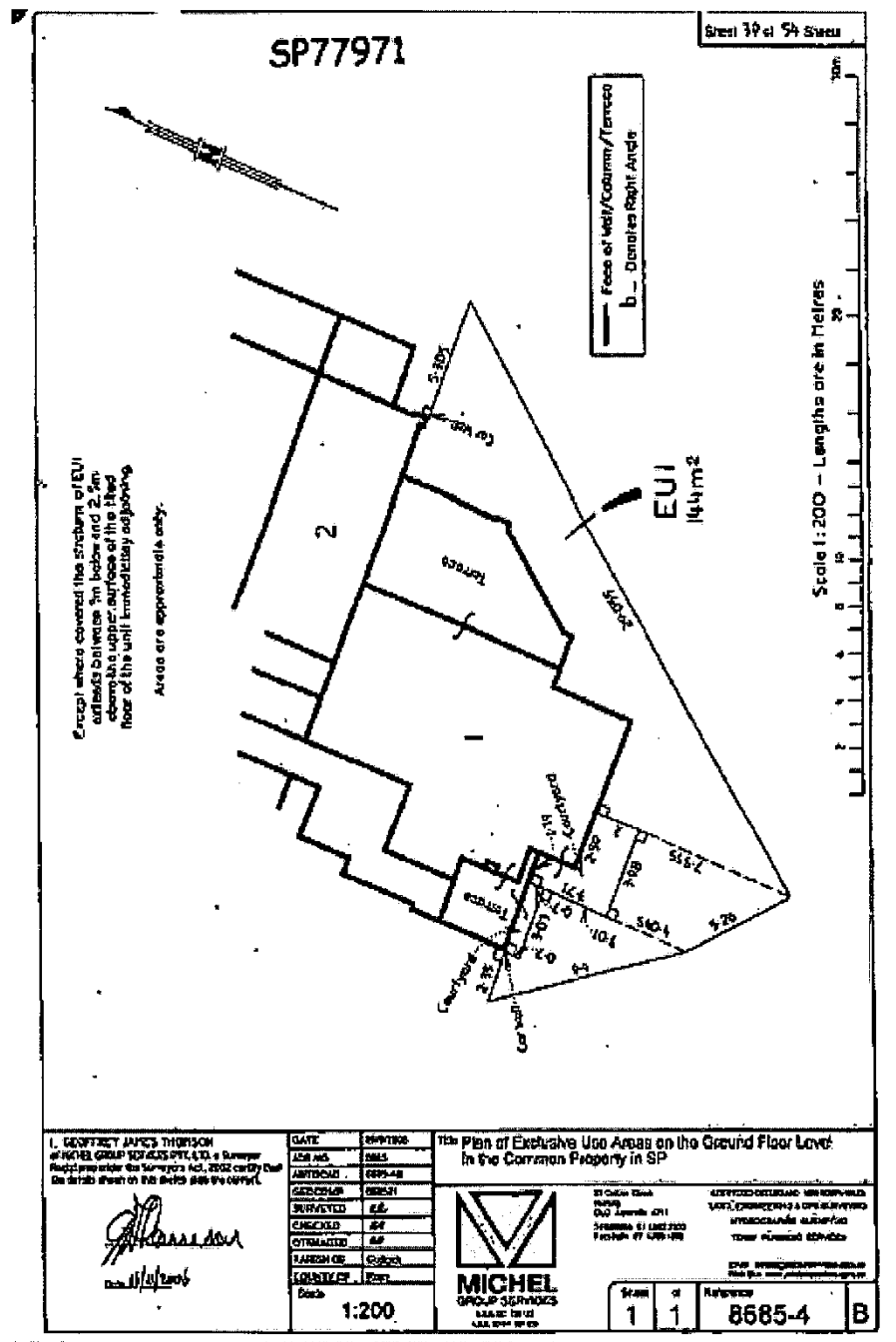
Signature: *Andrew Hugh Thompson*  
 Name: Andrew Hugh THOMPSON  
 Authority: Strata Managing Agent



By-Laws for Santai - 9-13 Dianella Drive, Casuarina

PLAN "B"

Exclusive Use Courtyard Areas



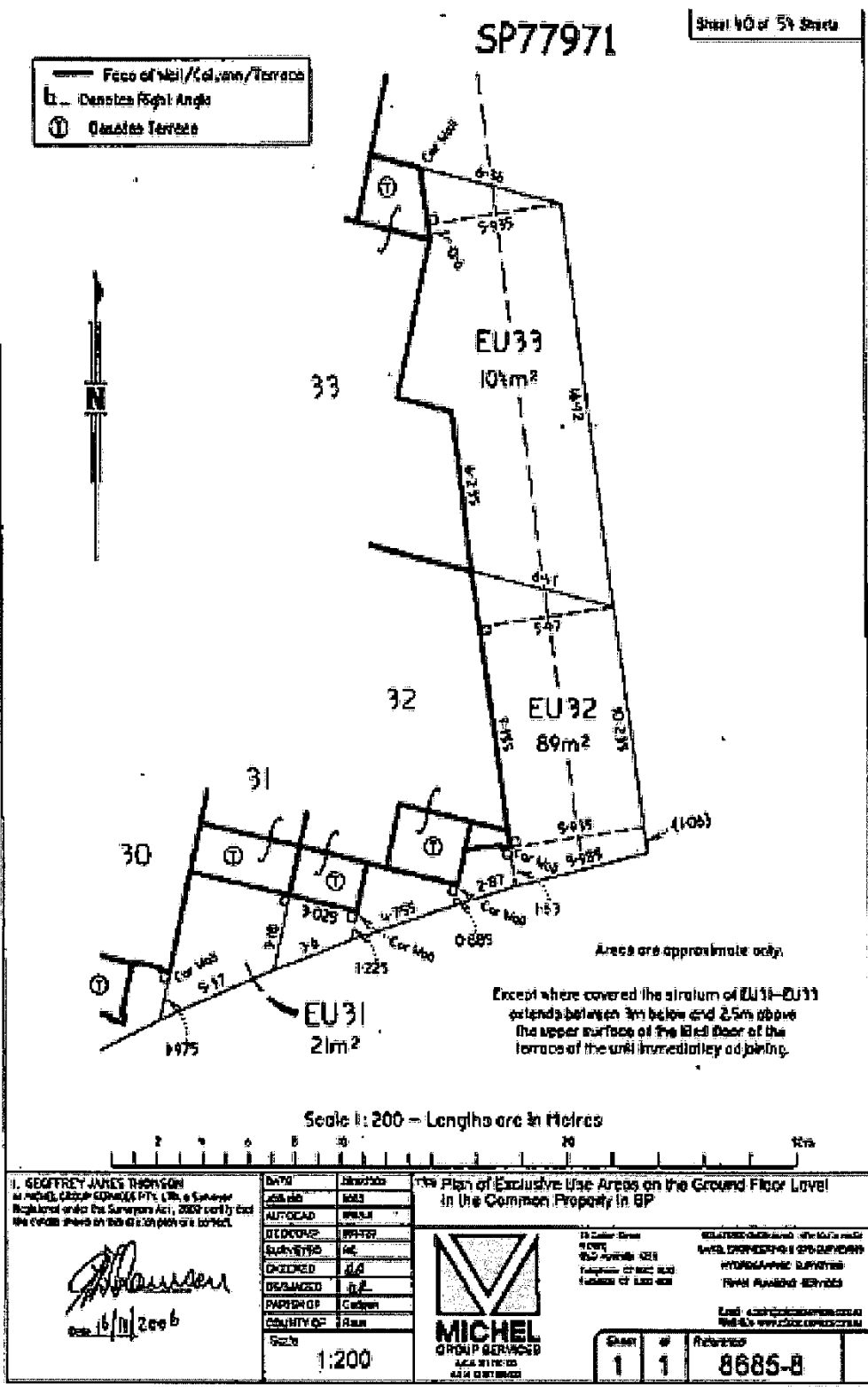
I, GREGORY JAMES THOMPSON of the Strata Group 77971, 433 E. Sumner Road, Casuarina, under the Strata Schemes Management Act, 2015 certify that the strata shown on this plan is correct.   Date: 30/9/2019	DATE: 30/09/2019 LRS NO: 2019-10 PARTICULARS: 8685-4B	Title: Plan of Exclusive Use Areas on the Ground Floor Level in the Common Property in SP
	SEARCHED: INDEXED CHECKED: EE NOTARIALIZED: SP LARCH OFF: C/2025 QUANTITY: 1/200 Date: 1:200	 <b>MICHEL</b> GRAPHIC SERVICES 11/11-11/11 11/11-11/11 11/11-11/11

The Common Seal of the Owners-Strata Plan No. 77971 was affixed on 30 September 2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

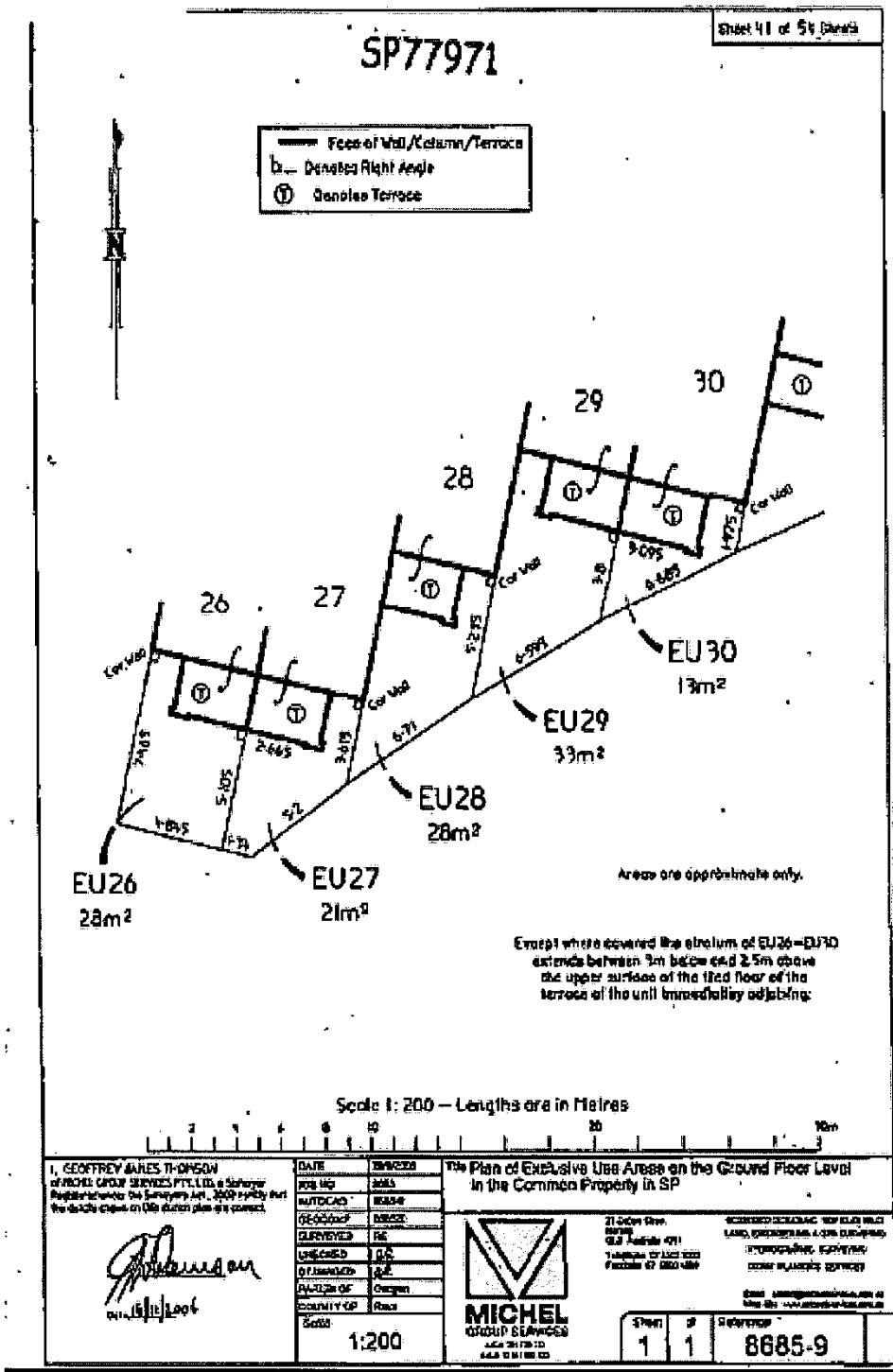
Signature:   
 Name: Andrew Hugh THOMPSON  
 Authority: Strata Managing Agent




By-Laws for Santai – 9-13 Dianella Drive, Casuarina



By-Laws for Santai – 9-13 Dianella Drive, Casuarina



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Signature:   
 Name: Andrew Hugh THOMPSON  
 Authority: Strata Managing Agent

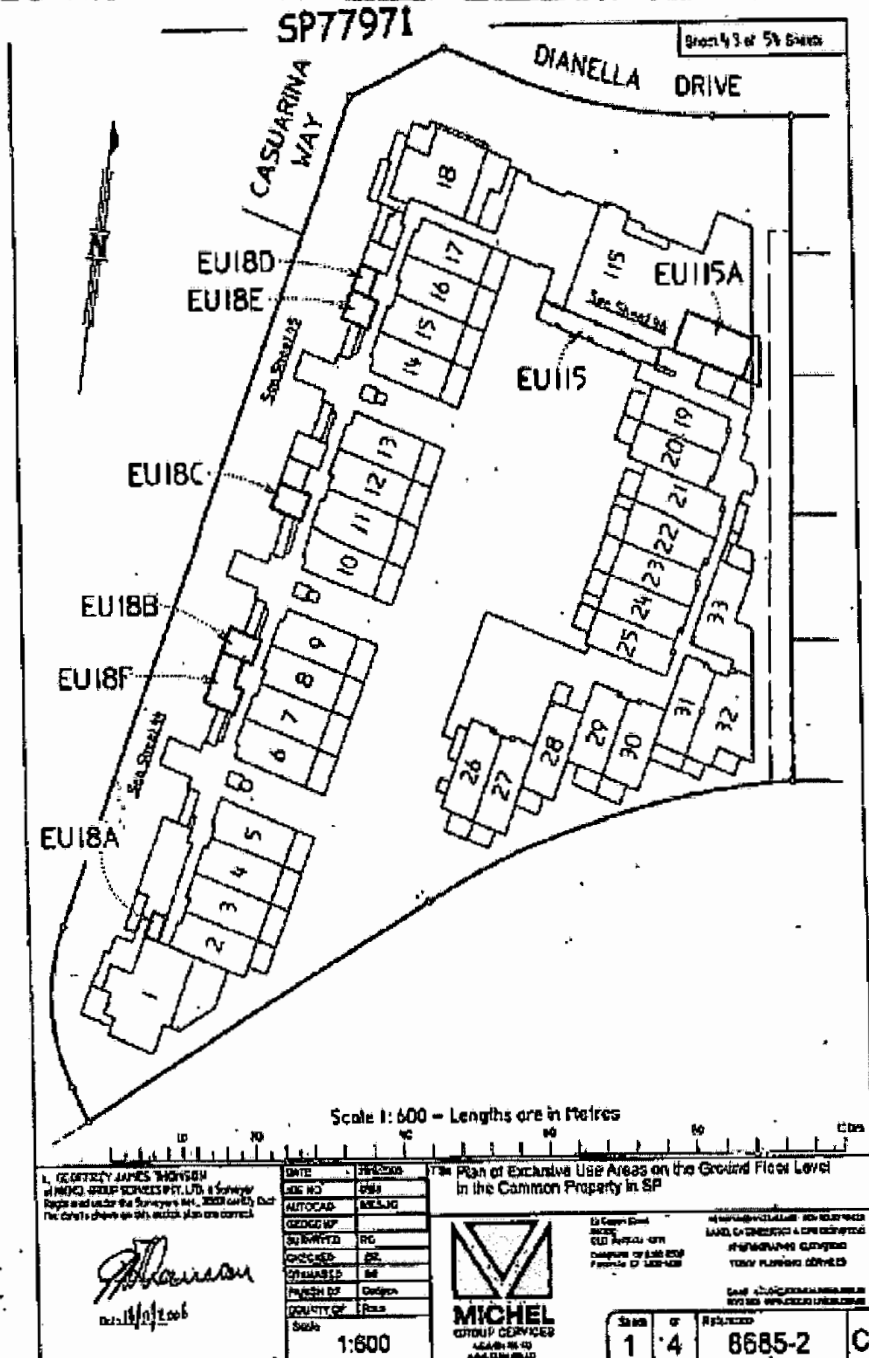




By-Laws for Santai - 9-13 Dianella Drive, Casuarina

PLAN "C"

Exclusive Use Areas

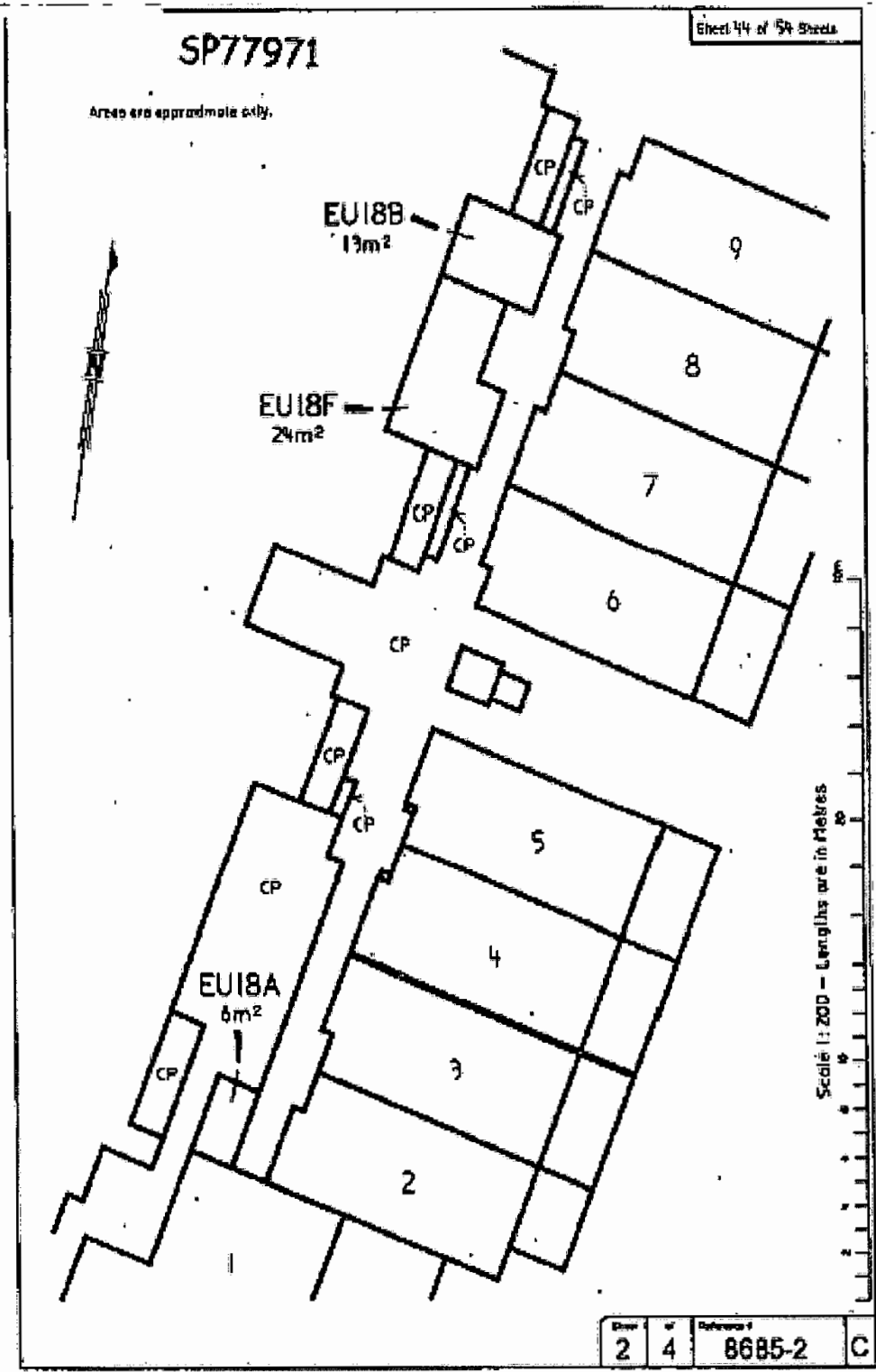


The Common Seal of the Owners-Strata Plan No. 77971 was affixed on 30 September 2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

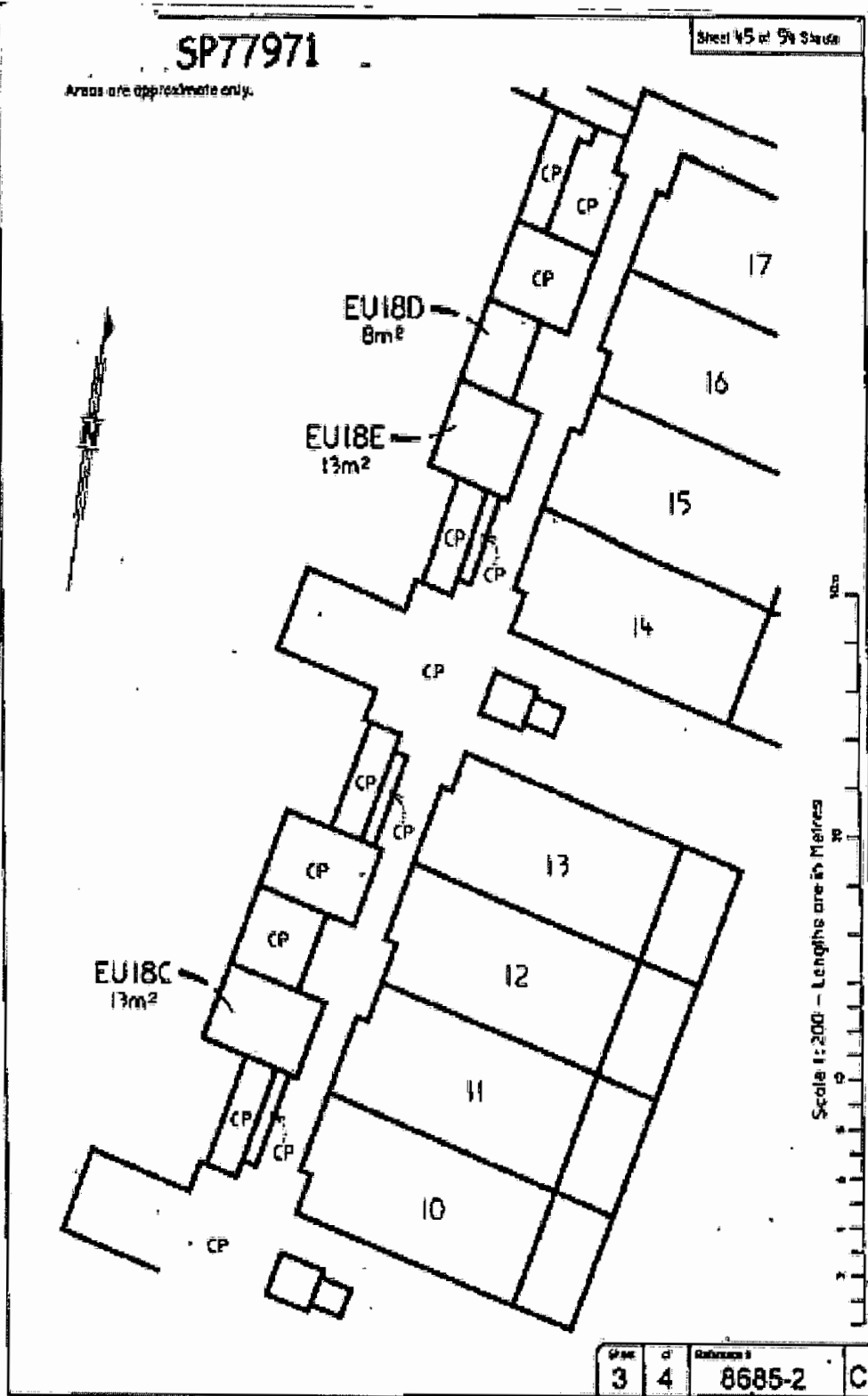
Signature:   
 Name: Andrew Hugh THOMPSON  
 Authority: Strata Managing Agent



By-Laws for Santai - 9-13 Dianella Drive, Casuarina



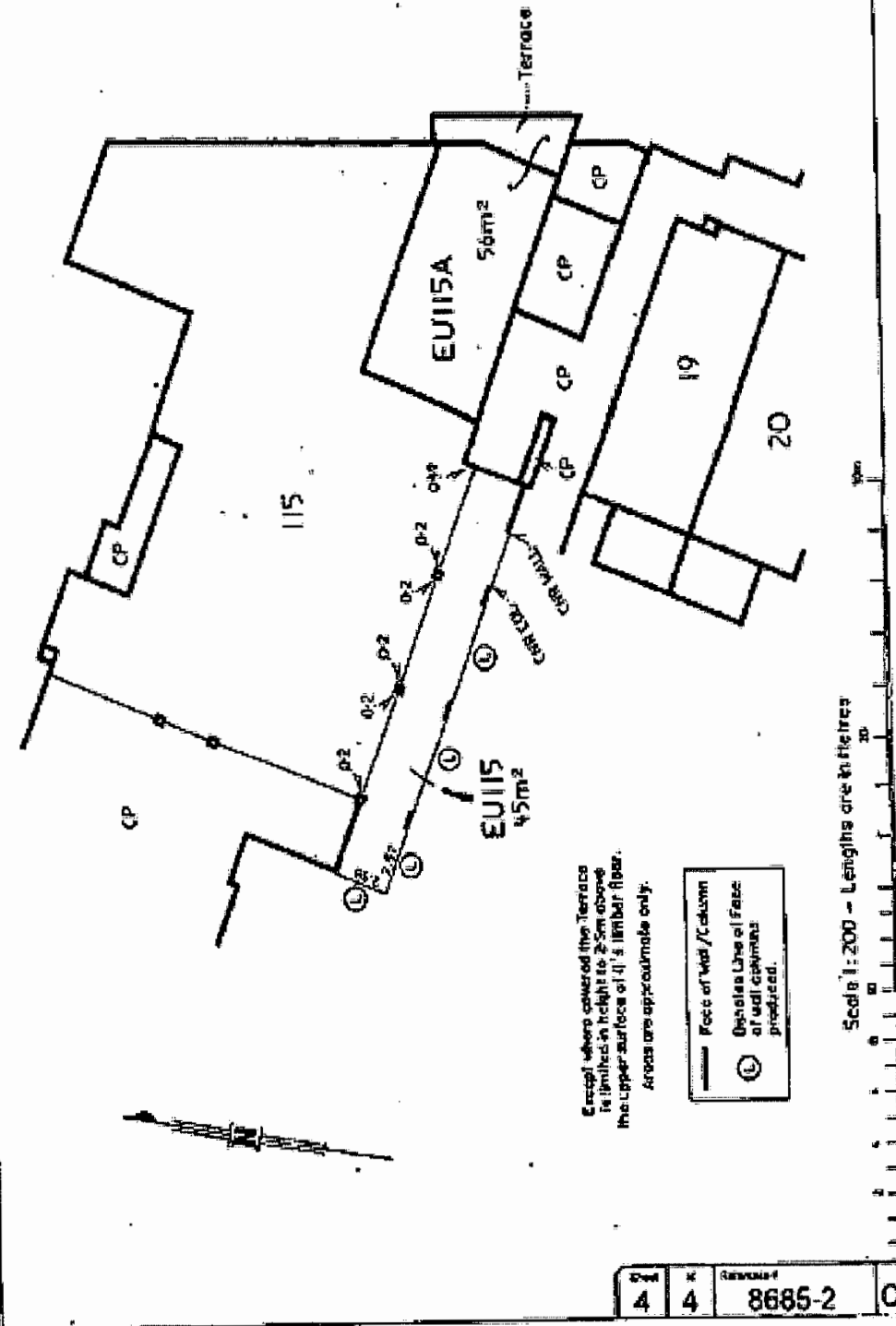
By-Laws for Santai - 9-13 Dianella Drive, Casuarina



By-Laws for Santai - 9-13 Dianella Drive, Cosuarina

SP77971

Sheet 46 of 54 Sheets

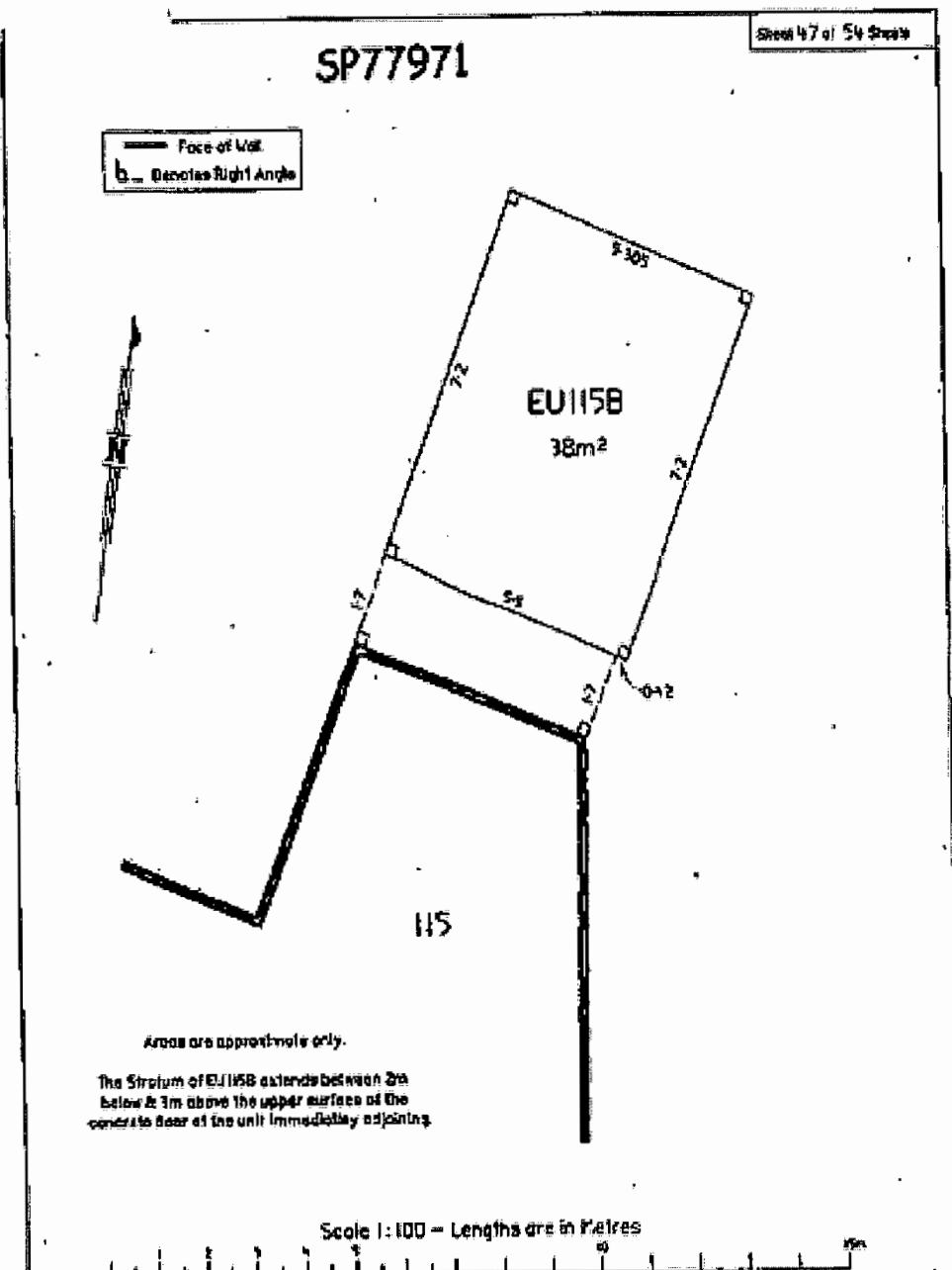


Except where covered the Terrace is limited in height to 2.5m above the upper surface of the slab floor.  
 Areas are approximate only.

	Face of Wall / Column
	Face of Wall / Column
	Footprint

Sheet	N	Reference
4	4	8685-2 C

By-Laws for Santai - 9-13 Dianella Drive, Casuarina



Sheet 47 of 54 Sheets

SP77971

— Face of Wall  
 b. Decorative Right Angle


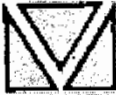
EU115B  
 38m<sup>2</sup>

115

Areas are approximate only.

The Stratum of EU115B extends between 20mm below & 3mm above the upper surface of the concrete floor of the unit immediately adjoining.

Scale 1:100 - Lengths are in Metres

I. GEDDFREY JAMES THORNTON of MICHEL GROUP SERVICES PT. LTD. a Service Registered under the Surveyors Act, 2002 hereby certifies that the details shown on this sketch plan are correct.   G. J. Thornton	DATE: 28/08/2019 DRAWING: 8685-7 AUTOCAD: 8685-7 GEOMETRY: SURVEYED: RD CHECKED: GJ SYSTEMS: PJ PLOTTED BY: GJ IDENTITY OF: None Scale: 1:100	TITLE: Plan of Exclusive Use Areas on the Ground Floor Level In the Common Property in SP   MICHEL GROUP SERVICES 4/100-110 St North Sydney NSW 1585	CONSULTANTS: CIVIL ENGINEERING: G. J. Thornton SURVEYING: G. J. Thornton HYDROGRAPHIC SURVEYING: G. J. Thornton TOWN PLANNING SERVICES: G. J. Thornton  8685-7
	SHEET: 1 OF: 1 REFERENCE: 8685-7		

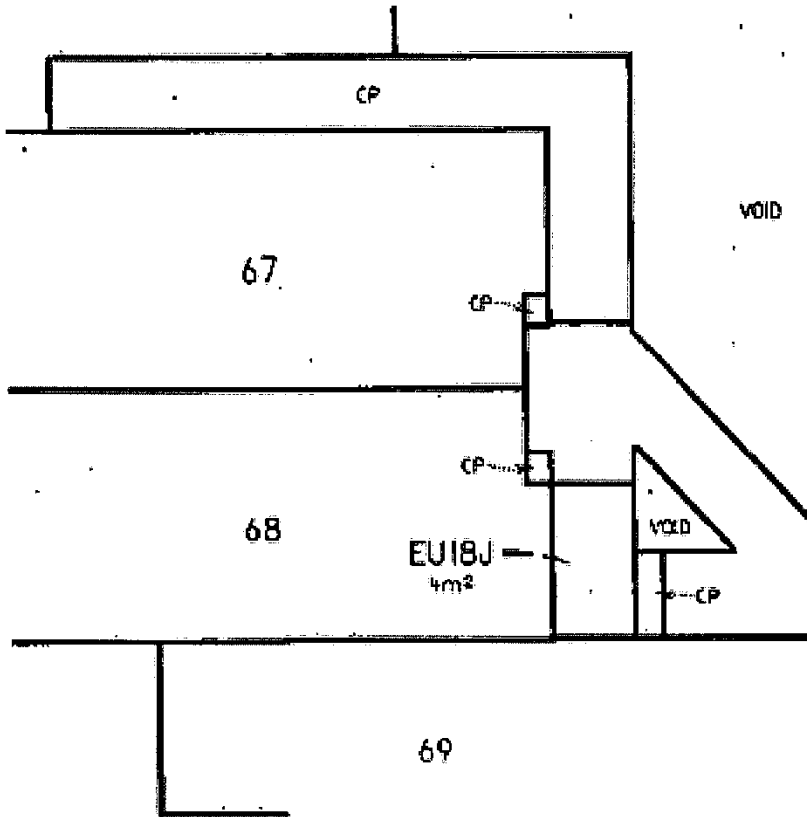
By-Laws for Santai - 9-13 Dianella Drive, Casuarina

SP77971

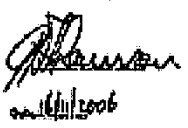
Sheet 48 of 54 Sheets

Areas are approximate only.

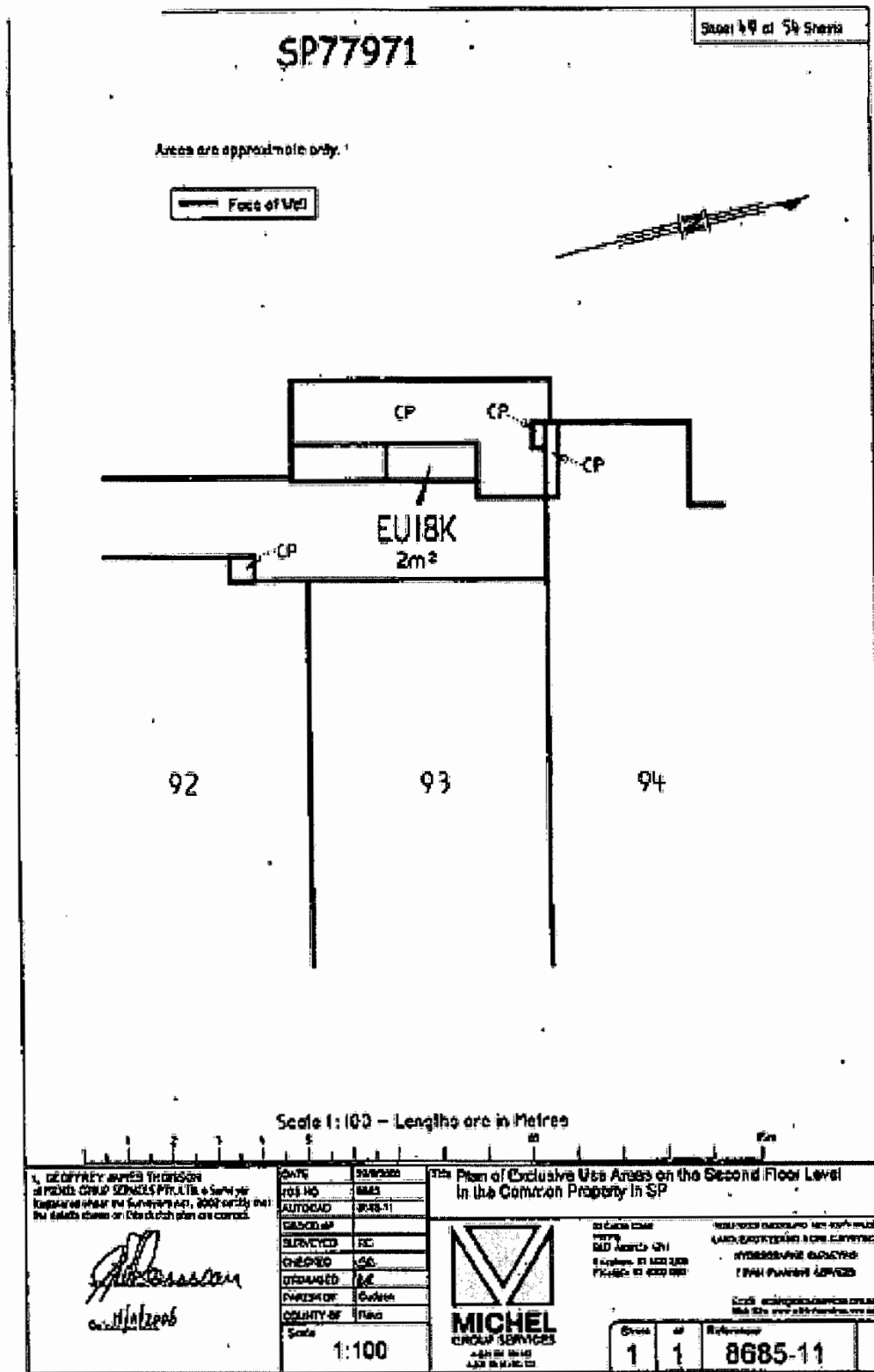
Face of wall



Scale 1:100 - Lengths are in Metres

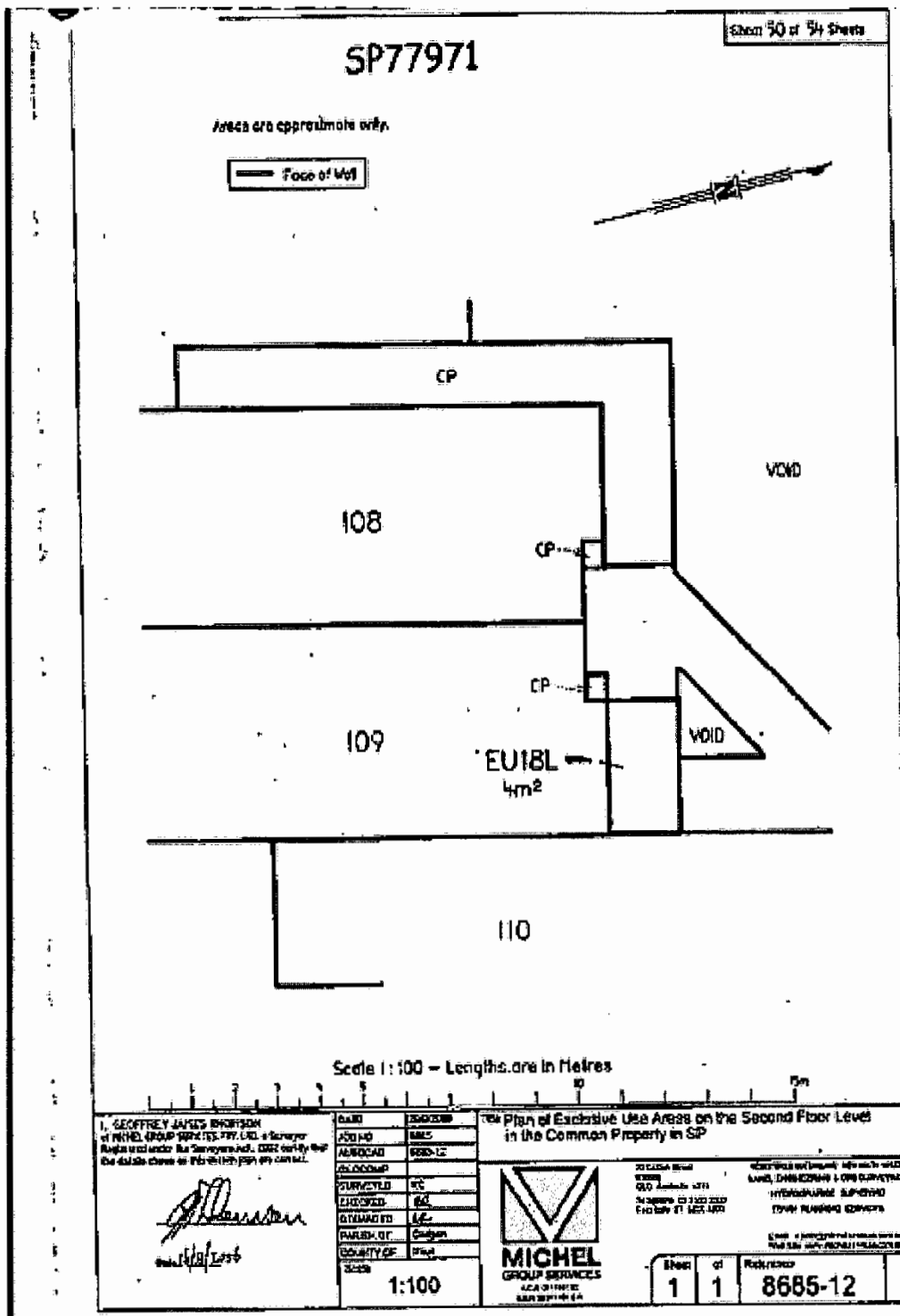
G. GEORFREY JAMES THOMPSON AS PROJECT ENGINEER SERVICES / FTL, LSA, & Surveyor Registered and Licensed under the Surveyors Act, 2002 and the Real Estate and Business Agents Act, 2008  20/11/2006	DATE 20/11/2006	TITLE SP77971	Plan of Exclusive Use Areas on the First Floor Level in the Common Property in SP	TO CORRECT DEFECTS TO THE PLAN OF THE COMMON PROPERTY OF THE UNIT 67 OF THE SP77971	TO CORRECT DEFECTS TO THE PLAN OF THE COMMON PROPERTY OF THE UNIT 67 OF THE SP77971
	SURVEYED BY G. GEORFREY JAMES THOMPSON	DRAWN BY G. GEORFREY JAMES THOMPSON		CHECKED BY G. GEORFREY JAMES THOMPSON	DATE OF ISSUE 20/11/2006
Scale 1:100	MICHEL GROUP SERVICES 1/11/2006	1 of 1 8585-10			

By-Laws for Santai - 9-13 Dianella Drive, Casuarina



<p>1. GEORGE JAMES THOMSON                  of MICHEL GROUP SERVICES PTY LTD a Sanitary                  Engineer of the State of New South Wales                  the details shown on this plan are correct.</p> <p style="text-align: center;"><i>George James Thomson</i>                  02 9422 2206</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>DATE</td><td>29/03/2021</td></tr> <tr><td>DRAWN BY</td><td>8883</td></tr> <tr><td>AUTOCAD</td><td>3048-11</td></tr> <tr><td>SCALE</td><td></td></tr> <tr><td>CHECKED</td><td>SEC</td></tr> <tr><td>DESIGNED</td><td>SEC</td></tr> <tr><td>DRAWING</td><td>SEC</td></tr> <tr><td>PAPER SIZE</td><td>C4 (A3)</td></tr> <tr><td>COUNTY OF</td><td>New South Wales</td></tr> <tr><td>Scale</td><td>1:100</td></tr> </table>	DATE	29/03/2021	DRAWN BY	8883	AUTOCAD	3048-11	SCALE		CHECKED	SEC	DESIGNED	SEC	DRAWING	SEC	PAPER SIZE	C4 (A3)	COUNTY OF	New South Wales	Scale	1:100	<p style="text-align: center;"><b>Plan of Exclusive Use Areas on the Second Floor Level                  in the Common Property in SP</b></p> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="font-size: small;"> <p>100 YEARS OF SERVICE                      100 YEARS OF TRUST                      100 YEARS OF INTEGRITY                      100 YEARS OF EXCELLENCE</p> </div> </div> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 25%;">Drawn</td> <td style="width: 25%;">1</td> <td style="width: 25%;">Checked</td> <td style="width: 25%;">1</td> </tr> <tr> <td>Reference</td> <td colspan="3" style="text-align: center;"><b>8685-11</b></td> </tr> </table>	Drawn	1	Checked	1	Reference	<b>8685-11</b>		
DATE	29/03/2021																													
DRAWN BY	8883																													
AUTOCAD	3048-11																													
SCALE																														
CHECKED	SEC																													
DESIGNED	SEC																													
DRAWING	SEC																													
PAPER SIZE	C4 (A3)																													
COUNTY OF	New South Wales																													
Scale	1:100																													
Drawn	1	Checked	1																											
Reference	<b>8685-11</b>																													

By-Laws for Santai - 9-13 Dianella Drive, Casuarina



The Common Seal of the Owners-Strata Plan No. 77971 was affixed on 30 September 2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: 

Name: Andrew Hugh THOMPSON

Authority: Strata Managing Agent

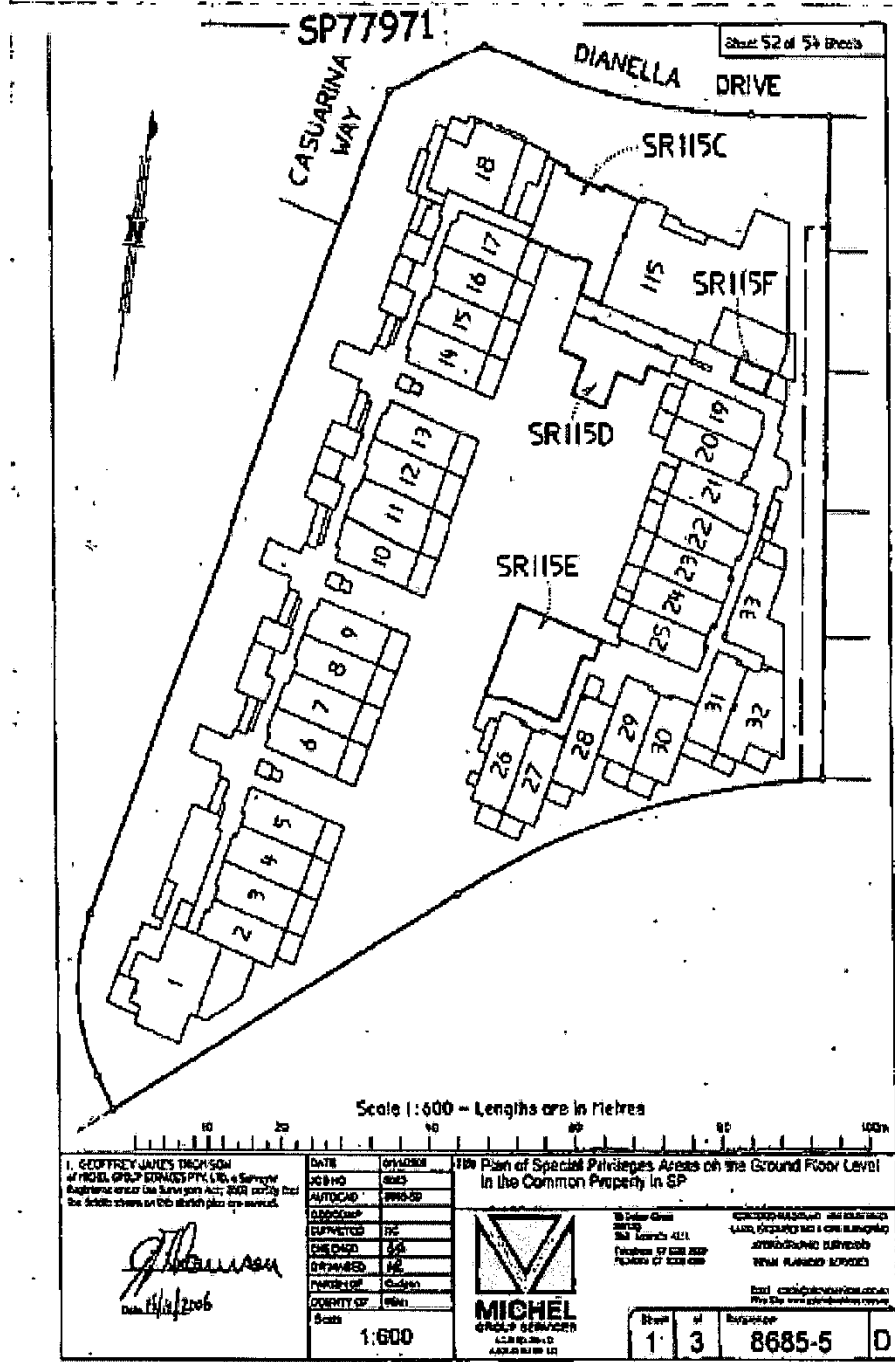




By-Laws for Santai – 9-13 Dianella Drive, Casuarina

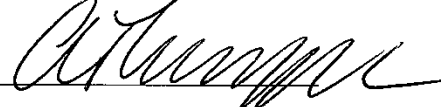
PLAN "D"

Special Privilege Areas



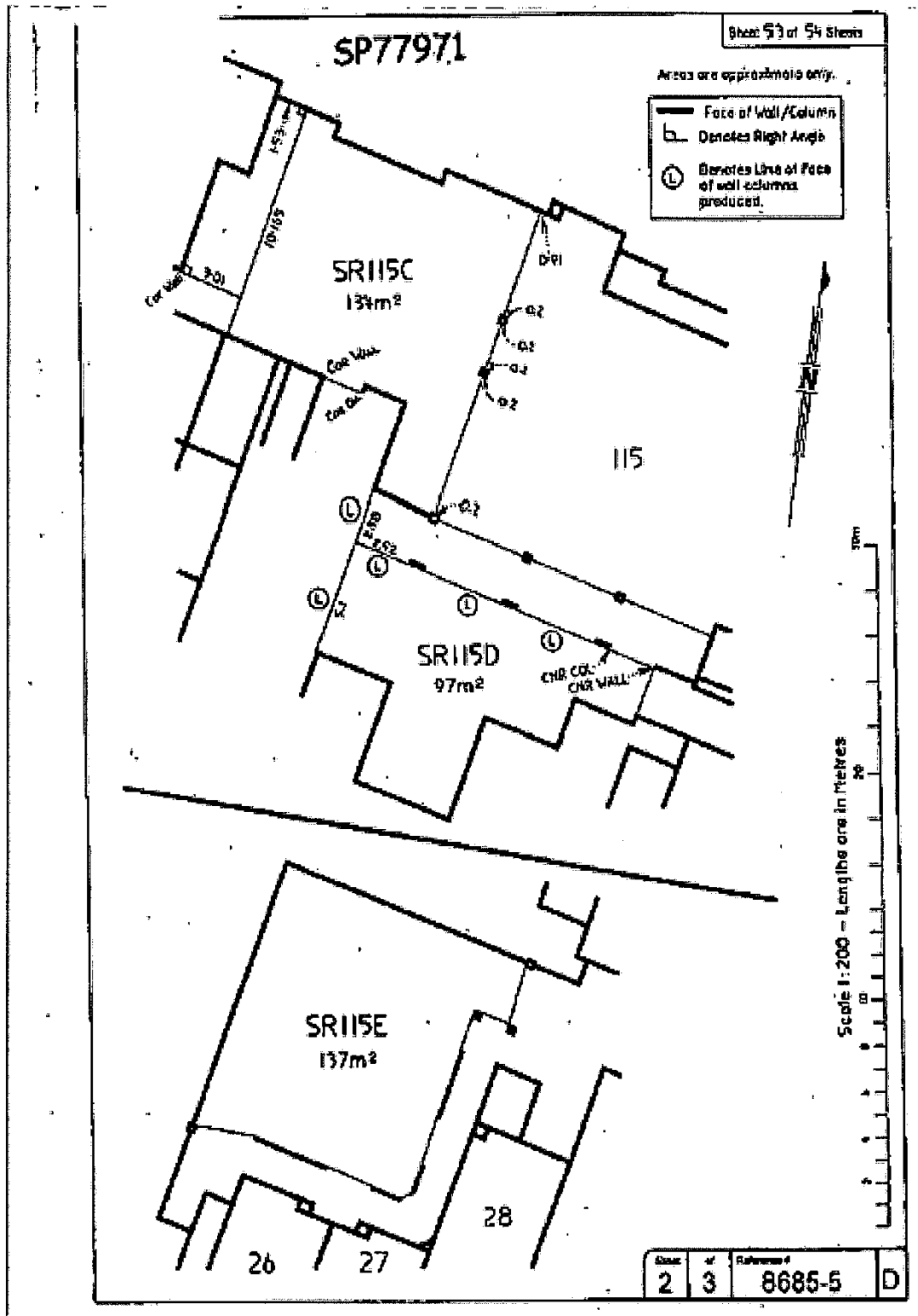
I. GEOFFREY JAMES THOMPSON of 10/151, SP77971 PTN, LTD, a Surveyor Registered under the Surveyors Act, 1992, certify that the details shown on this strata plan are correct.	DATE	07/09/2019	<b>THE Plan of Special Privilege Areas on the Ground Floor Level          in the Common Property in SP</b>	10 Peter Street Sydney NSW 1585 Australia Telephone: 02 9251 5555 Facsimile: 02 9251 5556	10 Peter Street Sydney NSW 1585 Australia Telephone: 02 9251 5555 Facsimile: 02 9251 5556
	REGISTERED SURVEYOR NO. 12345 EXPIRES 31/12/2020 SIGNATURE G. Thompson QUALITY OF Scale 1:600	MICHEL GROUP SERVICES 10 Peter Street Sydney NSW 1585 Australia			

The Common Seal of the Owners-Strata Plan No. 77971 was affixed on 30 September 2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

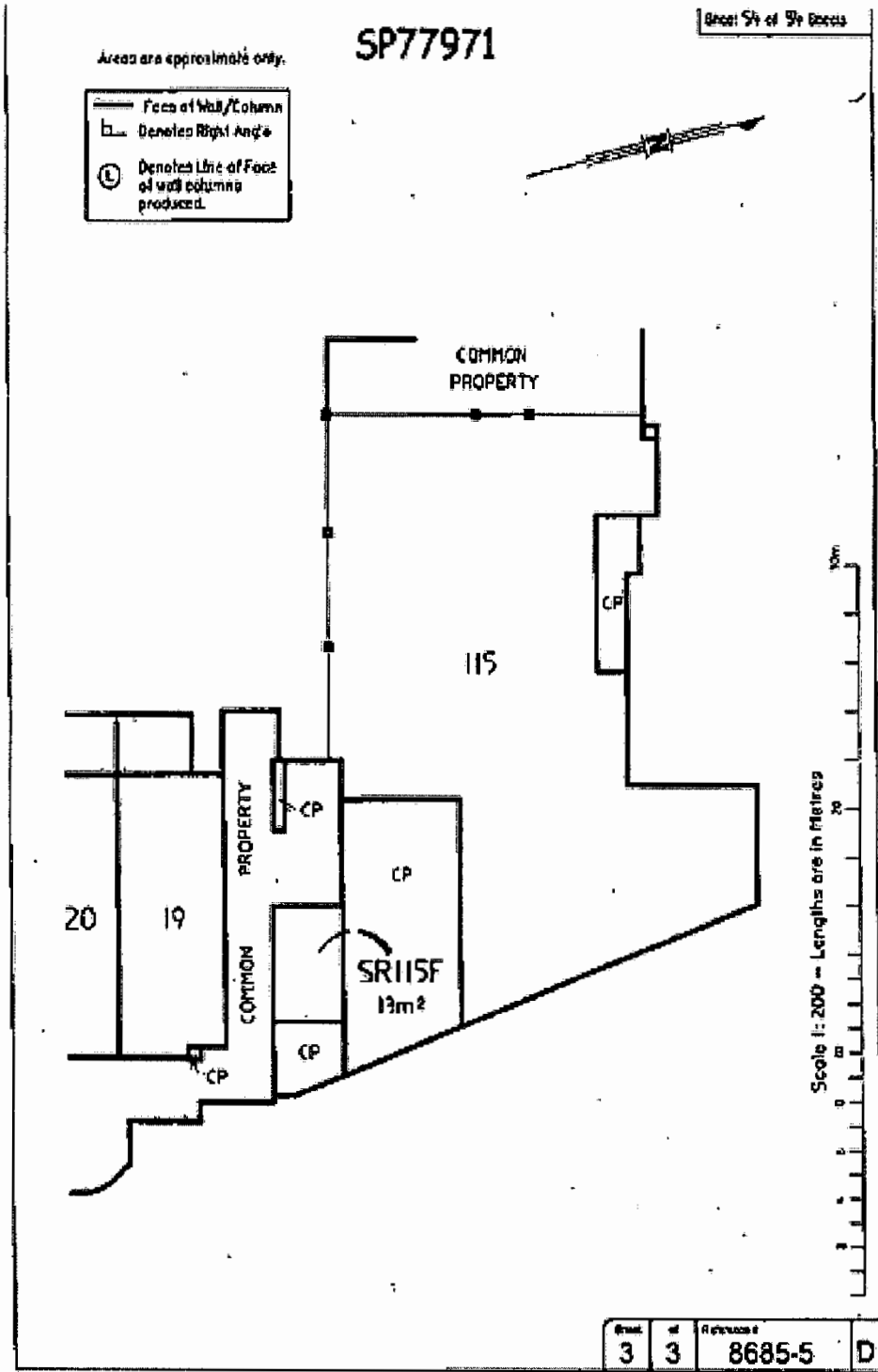
Signature:   
 Name: Andrew Hugh THOMPSON  
 Authority: Strata Managing Agent



By-Laws for Santai - 9-13 Dianella Drive, Casuarina



By-Laws for Santai - 9-13 Dianella Drive, Casuarina



The Common Seal of the Owners-Strata Plan No. 77971 was affixed on, 30 September 2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: > *Andrew Hugh THOMPSON*  
 Name: Andrew Hugh THOMPSON  
 Authority: Strata Managing Agent



# Planning Certificate under Section 10.7 (formerly Section 149)

*Environmental Planning and Assessment Act, 1979*

Land No. 73362

**Applicant:** InfoTrack  
GPO Box 4029  
SYDNEY NSW 2000

**Certificate No:** ePlanCer21/3792  
**Date of Issue:** 30/11/2021  
**Fee Paid:** \$53.00  
**Receipt No:**

**Your Reference:**  
**eCustomer Reference:** 215530  
**Property Description:** Lot 4 SP 77971; No. 4/9-13 Dianella Drive CASUARINA

*In accordance with the requirements of section 10.7 of the Environmental Planning and Assessment Act 1979 (as amended), the following prescribed matters relate to the land at the date of this certificate.*

## ITEM 1

### Names of relevant planning instruments and DCPs

- (1) *The name of each environmental planning instrument that applies to the carrying out of development on the land.*
- (2) *The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).*
- (3) *The name of each development control plan that applies to the carrying out of development on the land.*
- (4) *In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.*

### Item 1(1)

**The following local environmental planning instrument applies to the carrying out of development on the land:**

Tweed Shire LEP 2014

**The following State environmental planning policies (SEPPs) apply to the carrying out of development on the land.**

State Environmental Planning Policy (Affordable Rental Housing) 2009

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Integration and Repeals) 2016

State Environmental Planning Policy (Koala Habitat Protection) 2019

State Environmental Planning Policy (State Significant Precincts) 2005

State Environmental Planning Policy (Primary Production and Rural Development) 2019  
State Environmental Planning Policy (Coastal Management) 2018  
State Environmental Planning Policy No. 21 - Caravan Parks  
State Environmental Planning Policy No. 33 - Hazardous and Offensive Development  
State Environmental Planning Policy No. 36 - Manufactured Homes Estate  
State Environmental Planning Policy No. 50 - Canal Estate Development  
State Environmental Planning Policy No. 55 - Remediation of Land  
State Environmental Planning Policy No. 64 - Advertising and Signage  
State Environmental Planning Policy No. 65 - Design Quality of Residential Flat Development  
State Environmental Planning Policy (Infrastructure) 2007  
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007  
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004  
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017  
State Environmental Planning Policy (State and Regional Development) 2011  
State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007

**Item 1(2)**

**The following draft local environmental plan(s) and draft planning proposal(s) have been placed on public exhibition and apply to the carrying out of development on the land:**

There are no draft Local Environmental Plans currently applying to the subject land.

**Item 1(3)**

**The following development control plan(s) that have been prepared apply to the carrying out of development on the land:**

Section A1 - Residential and Tourist Development Code  
Section A2 - Site Access and Parking Code  
Section A3 - Development of Flood Liable Land  
Section A4 - Advertising Signs Code  
Section A5 - Subdivision Manual  
Section A6 - Biting Midge and Mosquito Control  
Section A7 - Child Care Centres  
Section A8 - Brothels Policy  
Section A9 - Energy Smart Homes Policy  
Section A10 - Exempt and Complying Development  
Section A13 - Socio Economic Impact Assessment  
Section A15 - Waste Minimisation and Management  
Section A16 - Preservation of Trees or Vegetation  
Section A17 - Business, Enterprise Corridor and General Industrial Zones  
Section A18 - Heritage  
Section A19 - Biodiversity and Habitat Management  
Section B5 - Casuarina Beach  
Section B9 - Tweed Coast Strategy

## ITEM 2

### Zoning and land use under relevant LEPs

*For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):*

- (a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2 (a)"),*
- (b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,*
- (c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,*
- (d) the purposes for which the instrument provides that development is prohibited within the zone,*
- (e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,*
- (f) whether the land includes or comprises critical habitat,*
- (g) whether the land is in a conservation area (however described),*
- (h) whether an item of environmental heritage (however described) is situated on the land.*

#### **Item 2(a-d)**

**The subject land is within the following zone(s) and is affected by the following landuse table:**

#### **Zone R1 General Residential**

##### **1 Objectives of zone**

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To encourage the provision of tourist accommodation and related facilities and services in association with residential development where it is unlikely to significantly impact on amenity or place demands on services beyond the level reasonably required for residential use.

##### **2 Permitted without consent**

Environmental facilities; Environmental protection works; Home occupations

##### **3 Permitted with consent**

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Child care centres; Community facilities; Dwelling houses; Food and drink premises; Group homes; Home industries; Hostels; Kiosks; Markets; Multi dwelling housing; Neighbourhood shops; Places of public worship; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Serviced apartments; Shop top housing; Any other development not specified in item 2 or 4

##### **4 Prohibited**

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Camping grounds; Caravan parks; Cemeteries, Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Marinas; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Recreation facilities (major); Registered clubs; Research stations; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Wharf or

boating facilities; Wholesale supplies

[End of Zone R1 Table]

**Item 2(e) - Minimum Standards for the Erection of a Dwelling-House:**

See relevant Tweed Local Environmental Plan(s) applicable to this land as referenced in Item 1(1) above.

**Item 2(f) - Critical Habitat:**

The subject land is not identified as including or comprising critical habitat as prescribed in the Biodiversity Conservation Act 2016 or (subject to section 5c) Part 7A of the Fisheries Management Act 1994.

**Item 2(g) - Conservation Area:**

The subject land is not within a heritage conservation area identified within the applicable Tweed Local Environmental Plan.

**Item 2(h) - Item of Environmental Heritage:**

The subject land does not contain nor constitute an item of environmental heritage as listed in the applicable Tweed Local Environmental Plan.

**Other Clauses under Tweed Local Environmental Plan 2000 (if this Plan applies)**

The subject land is not affected by any special clauses in Tweed Local Environmental Plan 2000.

**ITEM 3**

**Complying Development**

**Extract from Clause 47 of the Environmental Planning and Assessment (Complying Development and Fire Safety) Regulation 2013 - Schedule 1 - Amendment of Environmental Planning and Assessment Regulation 2000**

**"Schedule 4 Planning certificates**

- (1) *The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*
- (2) *The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.*
- (3) *If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land."*

**Subdivisions Code (Strata Subdivision)**

Yes. Complying Development under the Subdivisions (Strata Subdivisions) Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

**Demolition Code**

Yes. Complying Development under the Demolition Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

**Commercial and Industrial Alterations Code**

Yes. Complying Development under the Commercial and Industrial Alterations Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

**General Housing and Rural Housing Code**

Yes. Complying Development under the General Housing Code and Rural Housing Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

**Housing Alterations Code and General Development Code**

Yes. Complying Development under the Housing Alterations Code and General Development Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

#### **Commercial and Industrial (New Buildings and Additions) Code**

Yes. Complying Development under the Commercial and Industrial (New Buildings and Additions) Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

#### **Qualifying Statement on Council Data Affecting this Item**

Tweed Shire Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, however this restriction may not apply to all of the land.

#### **EXPLANATORY NOTE FOR ITEM 3 COMPLYING DEVELOPMENT**

Please note that Council has updated its Section 10.7(2) Planning Certificate information to reflect the statutory changes introduced by the NSW State Government relating to amendments to the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, via the Amendment (Commercial and Industrial Development and Other Matters) 2013, and the Environmental Planning and Assessment Regulation 2000, via the Amendment (Complying Development and Fire Safety) 2013, which all take full effect from 22 February 2014.

To assist with the introduction of these SEPP amendments, the NSW Department of Planning and Infrastructure (DPI) has provided a series of information sheets on its web site [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au)

The DPI also issued Circulars PS13-004 and PS13-005 on 23 December 2013 which explains what steps local councils need to undertake to implement the commencement of these new controls.

The DPI have stated the following rationale for the new Amendments:

*"The amending Regulation makes important changes to the lodgement and determination of applications for a complying development certificate (CDC). This includes new requirements to provide advice and notification of complying development to neighbours. There are also additional requirements for information to be lodged with an application for a CDC and for conditions to be imposed on a CDC approval.*

*The SEPP has been amended to include new complying development codes, development standards and other requirements. These amendments will require changes to the information provided in section 10.7 planning certificates. The new development types also include a number of prerequisites for certain proposals to be complying development. These and other related matters are specified in the Regulation."*

It is strongly suggested that you review this information before proceeding with the lodgement of a Complying Development Certificate application to either Council or a private certifier.

For any further clarification of these matters, please contact Council's Development Assessment or Building Units.

#### **ITEM 4 - REPEALED**

#### **ITEM 4A - REPEALED**

#### **ITEM 4B**

#### **Annual Charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**

*In relation to a coastal council - whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).*

*Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.*

No

#### **ITEM 5**

#### **Mine Subsidence:**



*Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017.*

No

## ITEM 6

### Road Widening and Road Realignment:

*Whether or not the land is affected by any road widening or road realignment under:*

- (a) *Division 2 of Part 3 of the Roads Act 1993 , or*
- (b) *any environmental planning instrument, or*
- (c) *any resolution of the council.*

#### Item 6(a-c)

The subject land is not affected by any road widening or realignment proposal under either Division 2 or Part 3 of the Roads Act, 1993, any environmental planning instrument or any resolution of the Council.

## ITEM 7

### Council and other public authority policies on hazard risk restrictions

*Whether or not the land is affected by a policy:*

- (a) *adopted by the council, or*
- (b) *adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,*  
*that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).*

#### Item 7(a-b)

#### Land Slip:

The council has not adopted a policy to restrict development of the subject land because of the likelihood of land slip. Geotechnical investigations may be required prior to development of some sites, depending upon the characteristics of the site and the nature of development proposed.

#### Bushfire:

The Council has adopted a policy to restrict development of the subject land because of the likelihood of bushfire hazard (see Item 11 below).

#### Tidal Inundation:

Council has no records that indicate that the land is affected by tidal inundation. Accordingly, the Council has not adopted a policy to restrict development of the land in respect of tidal inundation.

#### Subsidence:

Council records do not indicate that the land is affected by subsidence. Accordingly, the Council has not adopted a policy to restrict development of the land in respect to subsidence.

#### Acid Sulfate Soils:

The subject land is identified as Class 4 on Councils "Acid Sulfate Soil Planning Map" under the relevant Tweed Local Environmental Plan.

#### Any Other Risk:

Council has adopted a policy to restrict development of the subject land due to the following other identified risk:

- **Cattle Tick Dip Sites:**

Council records do not indicate that the land is or has been used as a Cattle Tick Dip Site.

- **Contamination:**

Council has not by resolution, adopted a policy which may restrict development of the subject land in respect of potential contamination of that land.

Due to the historical nature of land uses in the Tweed Shire, there is a possibility that land previously used for such purposes as agriculture, industrial, residential, commercial or similar uses would contain contamination. Enquiries should be made at the Council for any information held in their files and enquiries should also be made with all other relevant authorities. Tweed Shire Council has not yet prepared any detailed information as to whether this land is contaminated land.

- **Coastal Hazards:**

This property is not affected.

## ITEM 7A

### Flood related development controls information

- (1) *If the land or part of the land is within the flood planning area and subject to flood related development controls.*
- (2) *If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.*
- (3) *In this clause –*  
**flood planning area** *has the same meaning as in the Floodplain Development Manual.*  
**Floodplain Development Manual** *means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.*  
**probable maximum flood** *has the same meaning as in the Floodplain Development Manual*

### Item 7A(1-3)

- (1) The subject land is not affected by any flooding under Council's Development Control Plan A3 – Development of Flood Liable Land.

### Floodplain Risk Management Study

Council has adopted the Tweed Valley Floodplain Risk Management Study (and Draft Plan) 2005 - Part 2 Planning Controls for High Flow Areas dated August 2006. The subject land is not affected by this Policy.

- (2) The land or part of the land is not affected by the probable maximum flood.

## ITEM 8

### Land Reserved for Acquisition:

*Whether or not any environmental planning instrument or proposed environmental planning instrument, referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.*

The subject land is not identified as being subject to acquisition by a public authority (as referred to in section 27 of the EP&A Act 1979) under the provisions of any environmental planning instrument deemed or draft environmental planning instrument.

## ITEM 9

### Contributions Plans:

*The name of each contributions plan applying to the land.*

The following contributions plan(s) apply (or may apply depending upon proposed future development) to the subject land:

Section 94 Plan No 4 - Tweed Road Contribution Plan

Section 94 Plan No 11 - Tweed Shire Library Facilities

Section 94 Plan No 12 - Bus Shelters

Section 94 Plan No 13 - Eviron Cemetery

Section 94 Plan No 18 - Council Administration Offices and Technical Support Facilities

Section 94 Plan No 19 - Casuarina Beach/Kings Forest

Section 94 Plan No 22 - Cycleways

Section 94 Plan No 26 - Shirewide/Regional Open Space

## ITEM 9A

### Biodiversity Certified Land:

*If the land is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016, a statement to that effect.*

**Note.** Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016.

Council has not received any biodiversity certifications.

## ITEM 10

### Biodiversity Stewardship Sites:

*If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).*

**Note.** Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.

Council has not been notified of the existence of any biodiversity stewardship agreements by the Chief Executive of the Office of Environment and Heritage.

## ITEM 10A

### Native Vegetation Clearing Set Asides

*If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).*

Council has not been notified of the existence of a set aside area.

## ITEM 11

### Bush Fire Prone Land

*If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.*

*If none of the land is bush fire prone land, a statement to that effect.*

The subject land is identified as bush fire prone land in accordance with the Bush Fire Prone Land map certified in accordance with Section 146(2) of the Environmental Planning and Assessment Act 1979, as amended.

## ITEM 12

### Property Vegetation Plans

*If the land is land to which a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).*

The subject land is not affected by a Property Vegetation Plan under the Native Vegetation Act 2003.

## ITEM 13

### Orders under Trees (Disputes between Neighbours) Act 2006

*Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if the council has been notified of the order).*

Council has not been notified of any Order made under the Trees (Disputes between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

## ITEM 14

### Directions under Part 3A

*If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.*

There are no Directions under Part 3A affecting this land.

## ITEM 15

### Site compatibility certificates and conditions for seniors housing

*If the land is land to which State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 applies:*

- (a) a statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:
  - (i) the period for which the certificate is current, and
  - (ii) that a copy may be obtained from the head office of the Department, and
- (b) a statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.

There are no site compatibility certificates and conditions affecting seniors housing on the land.

## ITEM 16

### Site compatibility certificates for infrastructure, schools or TAFE establishments

*A statement of whether there is a valid site compatibility certificate (infrastructure), or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:*

- (a) the period for which the certificate is valid, and
- (b) that a copy may be obtained from the head office of the Department

There are no site compatibility certificates for infrastructure on the land.

## ITEM 17

### Site compatibility certificates and conditions for affordable rental housing

- (1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:
  - (a) the period for which the certificate is current, and
  - (b) that a copy may be obtained from the head office of the Department.
- (2) A statement setting out any terms of a kind referred to in clause 17 (1) or 38 (1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.

There are no site compatibility certificates and conditions for affordable rental housing on the land.

## ITEM 18

### Paper subdivision information

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.
- (2) The date of any subdivision order that applies to the land.
- (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

There is no paper subdivision information relating to this land.

## ITEM 19

### Site verification certificates

- A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land, if there is a certificate, the statement is to include:
- (a) the matter certified by the certificate, and  
**Note.** A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land - see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries 2007).
  - (b) the date on which the certificate ceases to be current (if any), and
  - (c) that a copy may be obtained from the head office of the Department.

There are no site verification certificates relating to this land.

## ITEM 20

### Loose-fill asbestos insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division, a statement to that effect.

The land is not affected or listed on the register.

## ITEM 21

### Affected building notices and building product rectification orders

- (1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.
- (2) A statement of:

- (a) *whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and*
- (b) *whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.*
- (3) *In this clause:*  
**affected building notice** has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.  
**building product rectification order** has the same meaning as in the Building Products (Safety) Act 2017.

The land is not affected by any building notice.

### **Prescribed matters in accordance with the Contaminated Land Management Act 1997**

- The following matters are prescribed by section 59(2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:*
- (a) *that the land to which the certificate relates is significantly contaminated land within the meaning of that Act – if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,*
  - (b) *that the land to which the certificate relates is subject to a management order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,*
  - (c) *that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act – if it is the subject of such an approved proposal at the date when the certificate is issued,*
  - (d) *that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,*
  - (e) *that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act – if a copy of such a statement has been provided at any time to the local authority issuing the certificate.*

#### **(a) Significantly Contaminated Land**

As at the date of this certificate, Council has not been notified by the Environment Protection Authority (EPA) that the land is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.

#### **(b) Management Order**

As at the date of this certificate, Council has not been notified by the Environment Protection Authority (EPA) that the land is the subject of a management order within the meaning of the Contaminated Land Management Act 1997.

#### **(c) Approved Voluntary Management Proposal**

As at the date of this certificate, Council has not been notified by the Environment Protection Authority (EPA) that the land is the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.

#### **(d) Ongoing Maintenance Order**

As at the date of this certificate, Council has not been notified by the Environment Protection Authority (EPA) that the land is the subject of an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.

#### **(e) Site Audit Statement**

As at the date of this certificate, Council has not been notified that the land is the subject of a site audit statement within the meaning of Part 4 of the Contaminated Land Management Act 1997. Council has not been notified/provided with a copy of any site audit statement pertaining to the subject land.

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**NOTE:** *The information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment Act 1979 and Environmental Planning and Assessment Regulation 2000.*

*Information provided under Section 10.7(2) is in accordance with the matters prescribed under Schedule 4 of the Environmental Planning and Assessment Regulation 2000.*

*When information pursuant to Section 10.7(5) is requested, the Council is under no obligation to furnish any particular information pursuant to that Section. The absence of any reference to any matters affecting the land shall not imply that the land is not affected by any matter not referred to in this Certificate.*

*In addition to the above information you may wish to obtain advice on additional matters affecting the site. A certificate under Section 10.7(5) of the Environmental Planning and Assessment Act 1979 would provide advice on the following additional matters:*

- *Development Approval/s issued within the last five years;*
- *Draft Environmental Planning Instruments;*
- *Tree Preservation Orders;*
- *Further Information Regarding Contamination;*
- *Height under Tweed Local Environmental Plan 2000; Tweed City Centre Local Environmental Plan 2012 and Tweed Local Environmental Plan 2014*
- *Aircraft Noise;*
- *Future Road Corridor;*
- *Future Road Widening; and*
- *Farmland Protection*

*Council draws your attention to Section 10.7(6) which states that a Council shall not incur any liability in respect of any advice provided in good faith pursuant to subsection (5).*

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**Please contact the Development Assessment Unit for further information about any instruments or affectations referred to in the Certificate.**

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**TROY GREEN**  
**GENERAL MANAGER**

Per .....

Council Reference: DD21/2570  
Your Reference:  
eCustomer Reference: 215530



Customer Service | 1300 292 872 | (02) 6670 2400

2 December 2021

InfoTrack  
GPO Box 4029  
SYDNEY NSW 2000

[tsc@tweed.nsw.gov.au](mailto:tsc@tweed.nsw.gov.au)  
[www.tweed.nsw.gov.au](http://www.tweed.nsw.gov.au)



PO Box 816  
Murwillumbah NSW 2484

Please address all communications  
to the General Manager

ABN: 90 178 732 496

Dear Sir/Madam

**Sewer Diagram**  
**Lot 4 SP 77971; No. 4/9-13 Dianella Drive CASUARINA**

The sewer detail shown identifies the location of Council's sewer main connection point servicing this property.

Sewer drainage lines located within the allotment and servicing the individual buildings are privately owned and controlled by the Body Corporate.

Reference should be made to the Developer/Subdivider for details relating to these drainage lines.

For further information regarding this matter please contact Council's Building and Environmental Health Unit.

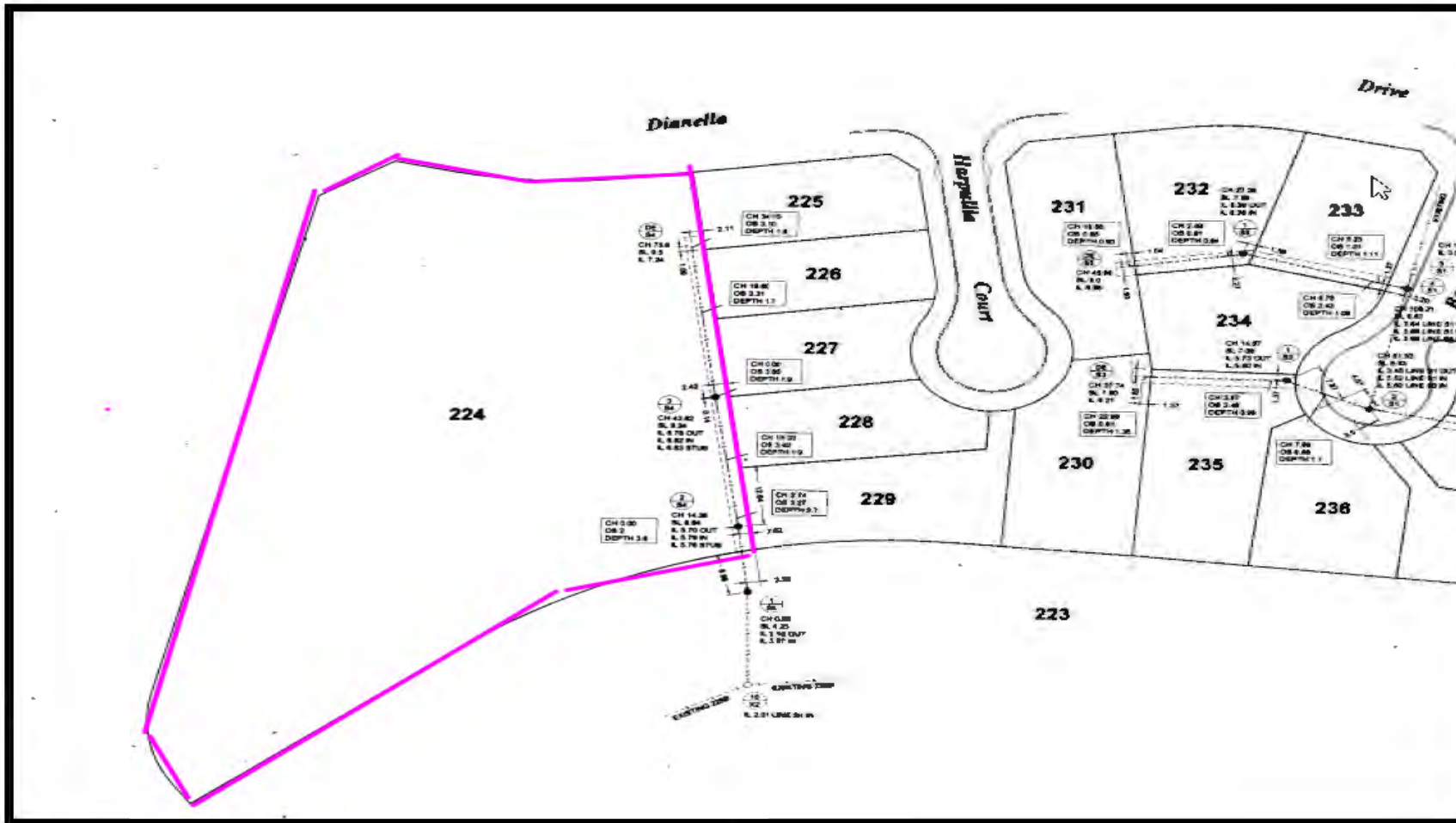
Yours faithfully

A handwritten signature in black ink, appearing to read "D. Galle".

**Denise Galle**  
**MANAGER BUILDING AND ENVIRONMENTAL HEALTH**

Enclosure





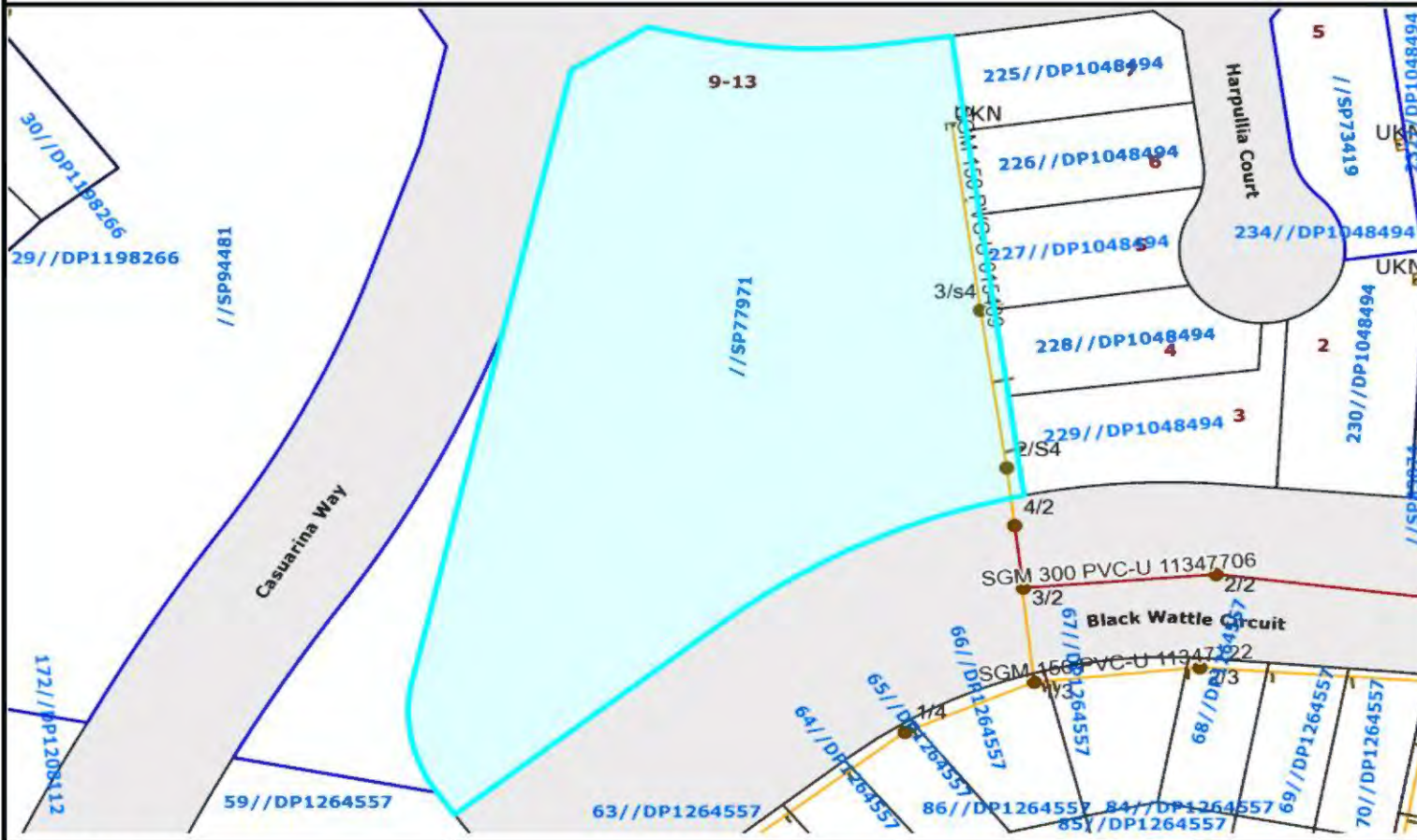
**TWEED SHIRE COUNCIL WARNING**  
 Drainage information is to the best of Council's knowledge and supplied for the guidance of persons collecting property or planning data. If preciseness of location is critical, a private survey should be arranged.  
**VINCENT CONNELL**  
 Director Planning and Regulation

# Sewer Network Report

Owners: The Owners Strata Plan 77971

Lot & DP: //77971

Land No: 80722



### Sewer Node

- Air Vac Release
- Bypass Kit
- Boundary Kit
- End Cap
- Flushing Point
- Open Valve
- Public Manhole
- Private Property Pump
- Public Property Pump
- Pump Station Public
- Pump Station Private
- SRM Manhole
- Metering Point
- Emergency Storage Tanks
- Rodding Eye
- Scour Valve
- Lamphole
- Vacuum Chamber
- Vent Stack
- Reducer
- Sewer Vacuum Mains**
- Pipe Diameter 0 - 100mm
- Pipe Diameter 110 - 160mm
- Sewer Rising Mains Location
- Sewer Gravity Mains Location**
- 0 - 200
- 225 - 600
- 700 - 900
- Sewer Service Connection
- Sewer DSP
- Sewer Basin

Civic and Cultural Centre  
 3 Tumbulgum Road  
 (PO Box 816)  
 Murwillumbah NSW 2484  
 T | (02) 6670 2400 | 1300 292 872 F | (02) 6670 2429  
 W | www.tweed.nsw.gov.au

1:1,000

40 Metres

2 Dec 2021 16:26

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