

Onslow Gardens

Shareholder Update on Pets, Leases and Interviews

Since the EGM of 7 February 2024, directors have made a number of changes to the building regulations and associated documents relating to pets, leases and interviews. Significant effort has been made to respond to concerns raised by some Shareholders at the EGM and balance the needs of all Shareholders.

The Board adopted a motion at the Board meeting on 15 May 2024 to adopt the attached regulations and policy.

This update summarises the main changes.

Pets Policy

The documents relating to permitting and regulating pets are:

Regulation 17.1 The change is to replace the existing regulations stating that no pets are to be kept in Onslow Gardens with a regulation that pets may be kept only with the prior written approval of the Board. There are additional explanatory notes added to this regulation.

Pet Policy. A document setting out in detail the conditions regarding pets.

Application Form. Sets out the information required to be supplied when an application is made to keep a pet in a unit by shareholder or tenant.

Pet Approval Deed. Provides an indemnity for any costs and damages arising from an approved pet.

The documents have been changed in two main ways:

1. More information and review before approval of the pet
 - The Pet Approval Deed must be signed by the shareholder of the unit of the unit in which the pet would be kept before approval.
 - The Application Form will require more information about how the animal (especially a dog) is to be cared for, particularly in regard outdoor exercise, arrangement when the animal is alone in the flat, arrangements for moving through common property and appropriate training.
 - Arrangements a personal interview with the prospective dog owner by a director or other person appointed by the board before approval.
 - Provision for, and encouragement of, application to the Board before the pet is acquired to ensure that all arrangements are in place before the pet is approved. This is not pre-approval of a pet yet to be identified – it is a measure to allow a more timely response to an application when a specific pet is identified.
2. Clarifying requirements for pet owner and shareholders of units with pets.

- The Pet Approval Deed has been amended to make the shareholder of the unit in which the pet is kept solely responsible for indemnifying the Company for damage and costs. The previous version of the PAD included the pet owner as a party to the deed. This complicated legal issues of having joint and several liability and in the case of a tenant, complications arising from the Residential Tenancies Act. If the pet owner is not the shareholder, the owner makes a separate undertaking to comply with the pet regulations. This arrangement means that the company will recover costs from the shareholder – the issue of whether the tenant should recompense the shareholder is a matter between these two parties without involving the Company.
- The procedure for residents to make complaints to the Board has been clarified.
- Requirements for cleaning common property have been expanded particularly in regard to using excess water, caustic cleaning materials and disinfectants.
- Any approval of the pet may involve specific requirements for that animal owner arising from the Application Form and the interview (if a dog).

Leases

1. Furnished apartments will require a minimum 6 month tenancy, down from 12 months previously.
2. There will no longer be a requirement for a shareholder to own for two years before being able to lease their apartment to a tenant.

Interviews

1. The requirement for an interview prior to moving into Onslow Gardens as either an owner or tenant will be replaced with the requirement for an orientation meeting. The purpose of this meeting is to welcome the new resident, and for a Director to provide some information about the workings and regulations of the Building.

The Board

Onslow Gardens Pty Ltd

Attached:

1. Amended OGL regulations
2. Pet Policy
3. Pet Application Form
4. Pet Approval Deed

**ONslow GARDENS PTY LIMITED (“OGL”) REGULATIONS
AND GUIDELINES March 2010 AS AMENDED 17 August 2016,
19 May 2021 and 16 May 2024**

(made pursuant to Article 158)

Amended 16 May 2024: Approved and adopted 17 August 2016: amended May 2021: amended December 2023 Note: This document (and any subsequent amendments) is intended to be reviewed by the OGL Board of Directors annually.

1. INTRODUCTION

1.1 ORGANISATION A. Company Title

The building known as Onslow Gardens, 6A Greenknowe Ave, Elizabeth Bay, is a company title building, which means that the company Onslow Gardens Pty Limited (ACN 000 256 619) ("OGL" or "the Company") is the legal owner of the entire building and property, including each home unit. This differs from buildings which are strata titled, where an owners corporation owns the common property only (which is widely defined) and each home unit is legally owned by the individual owner.

The members of OGL own shares in the Company. The total number of shares of the Company is 82,150 divided into 40 groups of shares, representing each of the 36 home units and four garages.

Ownership of a group of shares entitles a member to various rights and imposes various obligations on the member. The most important right that share ownership confers is the right to live in the home unit to which that member's group of shares relates.

The Memorandum and Articles of Association (or "Constitution") of OGL sets out the objectives and powers of the Company, as well as the basic rights, obligations and rules for living in OGL. The Constitution has been amended on various occasions over the years, most recently to create shares for Unit 3. (However, the main objective (to conduct Onslow Gardens as first class home units) remains the same).

B The Board of Directors ("Board")

The Directors of the Company, are elected by the shareholders at each Annual General Meeting ("AGM"). The directors are responsible for managing the affairs of the Company, and are empowered to do all things that the Company can do under its Constitution subject to the Corporations Act 2001 (Cth). Although the Constitution does provide for directors' remuneration, in practice Directorship is on a voluntary, unpaid basis.

The Directors of OGL, like directors of companies in general, have a duty to act in the best interests of the company according to its Constitution. The practical application of this duty involves oversight of general repair and maintenance issues, management of more significant capital expenditure items (which require sinking fund special levy contributions), managing the finances and insurance of the Company, and setting more policy-oriented matters such as House Rules (properly referred to as "Regulations"), renovation or leasing policy guidelines, and so forth.

Directors need to be aware that the development and setting of policy should be done in accordance with the Company's Constitution.

The current Board of Directors is set out in the attached list of General Contact Details.

C. The Managing Agent

A Managing Agent is appointed by the Company/Board to carry out the functions of the Board as its agent. In practical terms this primarily means keeping the official records and financial accounts of the Company, attending to general administrative and clerical matters, and handling routine repairs and maintenance. The details of the current Managing Agent are set out in the Annexure.

Directors need to be aware that the Managing Agent only acts as an agent of the Board/Company and the overall responsibility for management of OGL rests with the Directors.

1.2 CONTACT DETAILS

Various contact details are contained in Part 3 of these Regulations and Guidelines, including for the Managing Agent and the Board of Directors, as well as common area trades people.

Initial contact by members and residents of OGL should always be made with the Managing Agent in relation to any matters affecting the Company or the running of OGL. The Managing Agent will then contact a Member of the Board, if required. Only in the case of an emergency should a member of the Board of Directors be contacted directly by members or residents. An "After Hours" contact number is listed in Part 3 or is available by telephoning the Managing Agent office number.

1.3 REGULATIONS (COMMONLY REFERRED TO AS HOUSE RULES)

A list of Regulations is set out in Part 2 of these Regulations and Guidelines. This list will be updated as required and shareholders will be notified of any changes. The Regulations will also be available at www.onslowgardens.com.au

The purpose of the Regulations is to provide a method of regulating life in OGL for the enjoyment of all residents. Although the list appears extensive, it is essentially similar to the standard strata title bylaws for residential strata title properties.

The making and effect of Regulations

Article 158 of the Constitution provides for the directors from time to time to make "regulations" for the "efficient economic and orderly conduct as a block of residential units". The Regulations have effect "as if they had been incorporated in and formed part of "the Constitution.

The shares of any member guilty of continuous refusal or neglect to comply with the Regulations shall be liable to forfeiture in the same manner as if they were shares in respect of which calls were unpaid (see Articles 30 to 42 for forfeiture).

1.4 REPAIRS AND MAINTENANCE – PROCEDURES

The Managing Agent and Building Manager handles routine repairs and maintenance matters, with oversight by the Board.

The procedure for the handling of repairs and maintenance matters is as follows:

· Non-Urgent Repairs and Maintenance

- By definition these matters should only be dealt with during normal business hours;
- Contact the Managing Agent – with details of the problem, and contact details (name, address, phone number) of the person making the request;
 - Unless, as is usually the case, the request is made by a director on behalf of the Board, the Managing Agent will advise the Board of the request;
 - If the request is initiated other than by the Board, the Board will consider the matter (generally at the next meeting of the Board) or via a circular meeting (eg by email).

· Urgent Repairs and Maintenance

- If the matter arises during normal business hours, the Managing Agent should be contacted first, with details as noted above. The Managing Agent will promptly arrange for a tradesperson to attend to the matter, usually selected from a list of preferred tradespersons given to the Managing Agent (refer to annexure list of contact details). In the event that the request does not come from the Board, the
- Managing Agent will have discretion to have the matter attended to without reference to the Board, depending on its urgency.
- If the matter arises outside of normal business hours (including weekends), the "After Hours" Emergency Maintenance number (see the annexed contact list for details) should be contacted directly. Again, the person making the request should provide full details of the problem and their name and contact details.
- The Company will from time to time have certain tradespeople which it uses for work in the common area (I plumber, electrician etc) in addition to specific tradespeople for certain equipment (eg who hold the maintenance contract for the elevator).

1.5 REPAIRS AND MAINTENANCE – COSTS

1.5.1 Levies

Repairs and maintenance which are the Company's responsibility are paid for by levies from members. Levies are based on the proportional shareholding of each member (Article 27) and apply to rates and taxes, "external" repairs and maintenance cleaning, and maintenance of internal and external passages and gardens and the replacement of articles in common use, compliance with statutory orders, etc. It is possible to alter/amend the shareholding by a special resolution (a vote of greater than 75%) at a general meeting.

1.5.2 Allocation of Cost Between the Company and Shareholders

It is not always clear whether the Company or an individual member is responsible for paying for certain items of repairs and maintenance. Strata title legislation can provide some conceptual guidance, however strata title buildings explicitly differentiate between "lots" and "common property", whereas no such explicit distinction exists with company title buildings (the Company legally owns the entire building, including each home unit). The allocation of responsibility for costs should be made according to the Constitution of the Company as far as possible, and on the basis of fairness and equity.

More discussion of what is meant by "fairness and equity" and some examples of cost allocation can be found at paras. 1.5.7 and 1.5.8 below.

1.5.3 What Does the Constitution of The Company Say?

The Constitution of the Company is divided into two sections. The first part, the Memorandum of Association, sets out the objectives of the Company. The principal object is to conduct the block of flats, known as Onslow Gardens, as "first class home units available for occupation by members of the Company or their tenants or other persons from time to time approved by the Board".

The second section, the Articles of Association, sets out how the Company functions, including the rights and obligations of the shareholders. They state that share ownership gives the exclusive right to use and occupy the home unit in respect of which such group of shares is held, together with the right to use in common with all others similarly entitled to pathways entrance halls elevators stairs and passageways in the buildings and in rooms in common use. This right is subject to a number of conditions, such as the member being responsible at their own expense for keeping the interior of a home unit and the fixtures therein clean and in good order and condition (regulations 21 and 22). This implies that the Company is responsible at its expense for keeping only the exterior to home units in good order. The question arises as to the proper boundaries for cost allocation purposes. The Company has the right to enter a home unit in connection with the inspection and repair of utility services (regulation 33). The Company can raise general levies for, among other things:

- Council and water rates and taxes (Article 27 (a), (b) and (c));
- Insurance premiums (Article 27 (d));
- External repairs and maintenance as are necessary to keep the building in first class order and condition (Article 27(e));
- Cleaning and maintenance of such internal and external passages and rooms as are in common use and the replacement of articles in common use (Article 27 (f));
- Any other expenditure properly incurred in the running or conduct of the building as a first class residential home unit (Article 27(o));
- The cost of lift maintenance and insurance of the lift (Article 27(j)).

1.5.4 Conceptual Guidance from Strata Legislation

The duties of an Owners Corporation under strata legislation (known as the Strata Schemes Management Act 2015), include keeping in a state of good and serviceable repair:

- the common property;
- all chattels, fixtures and fittings (including, for instance, elevators and fire escapes) relating to the common property or its employment;
- all apparatus, equipment and services (including pipes, wires, cables and ducts) including those within a home unit;
- the cost of this work can be an Owners Corporation's expense if it cannot be recovered from a home unit owner.

In general, the Owners Corporation is responsible for looking after common property and is not required to maintain any service, which is used by only one home unit.

A home unit owner is generally obliged to maintain the home unit and any services which serve that home unit exclusively, even if the service passes through common property. As such, the Owners Corporation may recover costs for repairs carried out substantially for the benefit of some, but not all, of the home units affected by it. There is no clear guidance on what constitutes a "substantial benefit" – one suggestion is that this is where the expense incurred provides a significant benefit to one home unit owner but is of little or no benefit to the other home unit owners or the Owners Corporation in general. Therefore repairs to the outside of a particular home unit generally do not fall within this category because they provide a benefit to other home unit owners. In conclusion, there is no clear definition of what constitutes a "substantial benefit" and accordingly each situation needs to be assessed on its merits.

1.5.5 Insurances

Some guidance can also be taken from the building insurances. The Company's insurance is arranged through Dennis Foster Insurance Brokers Pty Ltd and the current policy is issued by CHU. It is a residential insurance strata plan effective from 1 September 2007, and is renewed annually. It covers "insured property" for accidental loss or damage that occurs in the period of insurance.

"Insured Property" includes lot owners' fixtures and improvements. They are any item or structure installed by a lot owner for their exclusive use and which is permanently attached to or fixed to the building so as to become legally part of it, including any improvements to an existing fixture.

The policy covers various additional items of damage, but does not cover some damage, for instance, damage to alterations, additions or extensions to the Insured Property when the value of such work exceeds \$250,000.

Thus, while accidental loss or damage to a lot owners' fixtures and improvements are generally covered, they are not covered if they are the result of alterations, additions or extensions valued at more than \$250,000

Therefore, renovations effecting alterations, additions or extensions to the fixtures or improvements in a shareholder's unit, will only be covered by the company's insurance policy if the value of such is not more than \$250,000.

Furniture and furnishings which are not fixtures are only covered if they are owned by OGL. Unit owners should have separate home and contents policies in place, and are required to do so under the Regulations (see reg 23). Owners should note that floating or other "engineered" floors are their responsibility and are not covered by the building's insurance.

Thus, there are two main categories where members need their own insurance:

- 1) where items are not fixtures (and this might include some flooring);
- 2) where items which are fixtures are the result of alterations or extensions valued at more than \$250,000.

Of course, the insurer will determine whether to allow a claim, and the above is provided as guidance to the terms of the policy and does not indicate that any particular claim will be accepted by the insurer.

1.5.6 Recommended Approach re Cost Allocation

In the following discussion, the strata title concept of "Common Property" will be used to indicate areas of responsibility (financial and otherwise) for the Company. (In the Articles, the concept of "areas in common use" is used ("common areas").

It is recommended that a conceptual approach similar to strata title legislation be used to allocate costs for repairs in OGL. Damage/repairs to Common Property is the responsibility of the Company.

Damage/repairs to individual home units is the responsibility of a member. The boundary between "common areas" and a home unit "interior" is generally the surface of walls. Wall coverings such as wallpaper, paint, carpet etc are usually NOT considered part of Common Property – rather they are considered contents of home units and, for example, may not be covered by Building Insurance (ie not considered to be Common Property). So if smoke/fire/water damage occurs in the building, repainting of the unit holders' internal home unit is not covered by the Policy and would need to be claimed under the Unit holder's Personal Insurance Policy.

But the overriding principle to be used to decide cost allocation is fairness and equity as explained in para. 1.5.7 below.

Referring again to insurances, when accidental damage/loss to the Building/Common Property occurs (eg from hail/storm), the Company is responsible for repairing the Building/Common Property, and it can claim on the Building insurances. Subject to the exceptions noted as to renovations etc valued at more than \$250,000 the Company should be insured for damage to fixtures such as kitchens.

As noted above, Building Insurance does not cover the cost of repairing gradual deterioration/wear and tear. Nor does it cover accidental damage caused by water entering the buildings because of structural defect, faulty design or workmanship.

1.5.7 Fairness & Equity

It is important to bear in mind that the Company is in reality all the members. The concept of fairness and equity involves several aspects:

- (i) **the Company should not be responsible for damage caused by the act or omission an individual member.** The question could be asked: "has a shareholder contributed to the damage, by his or her action or inaction?" If the action or inaction of a

member is responsible for damage, the cost of reimbursement should be borne by the member contributing to the damage (see cl. 30A of the Regulations and example (vii) of para.1.5.8 below).

(ii) The Company should not be responsible for the costs which might arise because an individual member chooses to renovate his or her unit (examples of this aspect of fairness and equity are listed in para.1.5.8 below).

(iii) Costs incurred for work which is solely or substantially for the benefit of one unit are borne by the member holding the shares for that unit. The Company will determine if work is substantially for the benefit of one unit.

1.5.8 Examples of Cost Allocation (i)

Window repairs and renovations:

Windows have always been considered as part of the building and hence their upkeep, to the extent necessary to ensure the integrity of the building, is an expense of the Company. To that extent, they are considered part of the "common areas" because their exterior is outside of a home unit. Although the substantial benefit of their repair may immediately accrue to an individual home unit, ongoing water penetration could also impact on the rest of the building. Where a home unit is being renovated, members have paid for new windows themselves, since a window upgrade might not be necessary. If a member is renovating windows where repair is otherwise necessary, then the Company should not be responsible for any costs in excess of the minimum cost of repairing the window to the standard of the building and to ensure its integrity. The Company will not meet any costs in relation to windows which do not require repair to ensure the integrity of the building. It is for the Board to decide whether a window needs repair and, if so, the method, time and other circumstances for its repair. In case there is any doubt, this guidance deals with repairs and renovations, not cleaning. Cleaning remains the responsibility of the unit owner.

(ii) Damage caused by Members:

Where damage is caused by the actions of members (or a member's tenant), eg overflowing baths, or by standing by while a situation needing repair (including windows) gradually deteriorates, etc, it is the responsibility of the member causing damage to compensate the injured party and the Company. If the damage is to the Common Property, then the Company should be compensated. If damage is to the personal contents of other members, this is a matter for the two members and not the Company. (See also cl. 35.9 of the Regulations about the responsibility of members for their tenants).

(iii) Rising damp in ground floor and lower ground floor home units:

The costs incurred in relation to this item have been paid by the Company, and have not been recoverable under Building insurances. The rationale for the Company paying is that the rising damp impacts on Common Property (ie walls of the building). They are not considered recoverable under Building Insurances because of specific policy exclusions such as "water entering because of structural defect", "flood" (broadly defined) etc

(iv) Electrical wiring within a home unit:

Upgrading of electrical wiring has generally been for the cost of the member, because it is considered a service to the particular home unit (refer to plumbing below), and because it is considered part of the members' responsibility. Note that in describing the items of expenditure subject to general levies, the Constitution refers to "the amount payable for electric light and power in those portions of the building which are in common use" (Article 27(g)).

(v) Plumbing:

Where plumbing work is required to common pipes (eg on the outside of the building) the Company has been responsible for repairs and maintenance and the associated costs. Where pipes are inside a home unit (eg bathroom sink pipes, toilet etc), the member is responsible. This is consistent with the strata title principle that an individual home unit owner is generally obliged to maintain a home unit and any services that serve that home unit exclusively (even if they pass through common property).

(vi) Antenna/TV points:

Responsibility for the antenna for the MATV system for the building and delivering the reception for it to the first point in a unit is that of the Company. Responsibility for additional antenna/TV points for that system within a unit is the responsibility of the owner. The sole responsibility for all other TV systems (such as FoxTel and other cable or pay services) is that of the owner, and the relevant service provider in accordance with any agreement between that provider and the owner. The owner is responsible for any damage or fault caused to the MATV system, whether by installation of a cable or pay service such as FoxTel or otherwise (for instance in the course of any renovations).

(vi) Previous work

Where costs arise because of works or renovations done in a unit by the member or the member's predecessors, for example, a failure to provide access panels in tiling, bulkheads or false ceilings, or the need to remove or damage hard flooring to facilitate repairs or remediation of the slab flooring or removal of magnesite, the member is responsible for those costs.

(vii) Renovation choices

If a member chooses to renovate his or her unit, for instance, by installing a hard floor, the costs associated with that choice (if it is approved by the Company) are borne by the member. Thus, in the example of installation of hard flooring, the costs of removing any magnesite, repairs or remediation of the slab flooring, for instance, are borne by the member.

NOTE: This is a non-exclusive list of examples.

1.6 CONTENTS INSURANCE

In order to reduce the potential exposure of the Company to claims from individual members who may suffer loss as a result of damage to their home units contents, the Regulations expressly state that it is an obligation of each member and resident to take out full contents insurance and that the Company expressly disclaims any liability in relation to damage to contents of members/residents.

Consideration may also be given to amending the Articles of Association along similar lines, although we note that this might require unanimous approval of members.

1.7 RENOVATION GUIDELINES

The Regulations deal with renovation. Guidelines relating to renovation are contained in Schedule 2 to the Regulations. Renovations require the approval of the Company (via the Board) and there are certain notice and indemnity procedures and provisions (see regulation 27). All development applications etc to local/statutory bodies are prepared and submitted by the member but must be legally in the name of Onslow Gardens Pty Limited. It is the company which is the owner, not the shareholder/member.

As a general rule, any damage caused by the renovations will be the responsibility of the member to repair. This applies during the renovation process and subsequent to the renovation if the damage results from the renovations. It is important to remember that the entitlement to occupy a home unit is based on an agreement between the members, and the members and the Company, as set out in the Constitution. That agreement sets out the boundaries of the rights and obligations of a unit holder. It is from this agreement that the requirement for the Company's approval to renovate arises.

Renovations may affect the common areas and the other members. Balancing the rights and obligations of members means that:

- i) a bond is required in case of damage arising from the renovations;
- ii) an indemnity must be given to protect the Company and other members from damage arising both in the course of renovations and later. Note that it is a condition of the indemnity that it is a condition of the Company consenting to future transfer of shares that a prospective purchaser enter a similar indemnity agreement; iii) the other conditions for approval, which are designed to protect the interests of all members and the Company, are met.

As mentioned above, renovations require the approval of the Company. Approval will not generally be given to allow more than one renovation or major work in the building at a time. There are other important conditions about renovations in the guidelines (for instance, about flooring and room placement) and members should read these carefully.

Some issues of particular note are:

- (a) Moving "wet" rooms so that they are over "dry" rooms is not permitted;

- (b) Hard flooring is not encouraged and must meet stringent acoustic standards, which will involve considerable cost and higher floor levels;
- (c) magnesite removal is permitted provided acoustic standards are maintained and vulnerability of magnesite to moisture and resulting corrosion is addressed. **The rules about renovation will be vigorously enforced.**

1.8 LEASING POLICY

The Articles of Association of the Company confer on each member the full right to occupation of the home unit and garage (if any) in respect of which that member's shares are held.

The Articles state that subject to the approval of the Board the right to exclusive use and occupation may be exercised by the shareholder's tenants. Regulation 33 deals with leasing, and provides that members require the approval of the directors in order to lease their home unit and/or garage.

Approval must be sought prior to any tenancy agreement being entered into. Approval may be granted where the tenancy agreement provides that the tenant will comply with the Constitution, the Regulations and any other policy or lawful direction of the Company. This means that the tenant must comply with requirements for inspections, for example, mandatory fire safety inspections. Unless otherwise approved by the Board, the term of any lease must be for at least 12 months, except for fully furnished rentals which must be at least 6 months.

The member is to provide a copy of the proposed tenancy agreement to the directors and indicate where it makes such provision. When approval has been given, at least seven (7) days written notice is to be given to the directors of a tenant's intention to move in. The prospective tenant is required to attend an orientation meeting with the directors or their nominee/s. **The Member is responsible for any damage caused by the tenant. The member must give the tenant a copy of these Guidelines and Regulations. The cost of any damage so caused will be recovered from the member.**

1.9 SUMMARY

A brief summary of some frequent issues that arise about living in the building is to be found in Part 4 of these Regulations and Guidelines.

2. REGULATIONS

REGULATIONS FOR THE MANAGEMENT, CONDUCT AND GOOD ORDER OF THE BUILDING KNOWN AS "ONSLow GARDENS PTy LTD" ADOPTED BY THE DIRECTORS AT A MEETING

HELD ON THURSDAY 8TH NOVEMBER 2007 AS AMENDED AUGUST 2016

Common Areas

1. Occupiers shall not obstruct or encumber, nor leave any rubbish (including cigarette butts) on, any part of the building or its common areas in any way, or use those common area for any purpose other than for ingress and egress to and from their respective home units.
- 2.1 The roof may be used for access to the laundry. Other use is not permitted except on such conditions as the directors may from time to time determine. Fine heels are not to be worn.
- 2.2 The laundry, tubs and washing machine are to be left clean and tidy after use.
- 2.3 An occupier may hang any washing on lines provided for that purpose on the roof. Such washing must be properly secured and may only be hung for a reasonable period
3. No Occupier shall obstruct nor deposit anything on the common areas, nor injure nor dirty any part thereof.
4. That part of the common area adjacent to the front stairs is used as a service area. It is to be kept for doctors, tradesmen, deliveries and brief set down or pick up by residents. Use of that space must be arranged in accordance with the procedures for use of the service parking area notified to members and residents from time to time. The current policy is set out in Part 5 of these Guidelines and Regulations "Securing Common Parking Space" and can also be found on the website.
5. The doors to the Fire/Service Stairway and the stairways are to be kept free of all objects that may cause obstruction.
6. Smoking is not permitted in the internal common areas or the roof.
7. Security cameras with a recording capability have been installed and are used in some common areas, and will be installed and used on other common areas in future.

Children playing on common areas

8. An occupier of a home unit must not permit any child of whom the occupier has control to play on common areas in the building or, unless accompanied by an adult exercising effective control, to be or to remain on common areas comprising the roof, a laundry, car parking area or any other area of possible danger or hazard to children.

Lifts

9. Care is to be taken in operating the lifts. Both doors of the goods lift must be closed after entering and leaving the lift. Doors should not be slammed shut. 9.2. No lift shall be loaded in excess of its specified carrying capacity.
 - 9.3 No prams, (or bicycles, if permitted in the building), furniture or large items are permitted in the passenger lift.
 - 9.4 If a lift is damaged, or requires maintenance or repair, because of the act or omission of an occupier, the Company may recover the cost of repairing that damage, or undertaking the maintenance or repair, from the occupier and, in the case of an occupier who is a tenant, guest, servant or contractor, the relevant member is primarily liable.

Bicycles etc

- 10.1 Note: A policy on the entry of bicycles into the building is being developed.
- 10.2. No bicycles, prams (or similar vehicles) or children's toys on wheels shall be left in the common areas.

Moving Items In and Out

- 11.1 Before any furniture or heavy articles or large items are moved into or out of the building over common areas, written notice must be given to the Company and the prior written approval of the directors obtained. If required, the moving of must be done under the supervision the Company's representative and at a time approved of by the Company or its representative and any damage caused by such moving shall be made good at the expense of the Occupier who causes it and, in the case of an Occupier who is a tenant, the relevant Member is primarily responsible for making good damage caused by the tenant. All posts,

stair rails, entrances to lifts or places where damage is likely to occur shall be adequately protected. Furniture and large items are to be brought into and out of the building via the side passage and only the Goods Lift is to be used for items being moved.

11.2 A non-refundable moving fee for furniture and heavy or large items of \$300.00 must be paid by the member before approval will be given. The fee is payable for any moving referred to in regulation 11.1.

11.3 The moving fee must be made by cash, bank cheque or electronic funds transfer to the Managing Agent at least 24 hours before moving. The moving fee is intended to cover the following costs:

- (i) any damage or other loss caused as result of the moving; and
- (ii) any fees or other costs incurred by the Company in interviewing the tenant and/or providing caretaker or other supervisory services to assist or monitor the moving.

11.4 The directors may determine that an additional non-refundable fee for supervision of any move is to be paid. If so, the amount of such fee shall be notified in writing to the member by the Managing Agent and the member must pay such fee to the Managing Agent at least 24 hours before the move. In the usual case, however, supervision will be provided by, and at the expense of, the Member.

Any approval under clause 11.1 is conditional on payment of such fee.

11.5 Guidelines for moving in and out of the building are set out in Schedule 1 to these Regulations.

Use, Cleanliness etc of Home Units

12. The lavatories, sinks, baths, basins and other water apparatus shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substances shall be thrown therein and any damage occasioned thereto or the wastes there from misuse shall be borne by the Occupier who causes it and, in the case of an occupier who is a tenant, guest, servant or contractor, the relevant member is primarily liable.

13. Occupiers shall not throw anything (including cigarette ash or butts) out of the windows or place anything, including flower boxes, on the outside windowsills.

14. Only curtains, blinds or shutters are to be used in windows. The directors may make Window treatment guidelines. The directors may also make guidelines for work to, or treatment or appearance of, the façade of the building (including windows).

15. No clothes or washing shall be hung in front of or from windows of the building in such a position that they can be seen from the lane, street or grounds.

16. Occupiers shall not:

- a. paint or affix any sign, advertisement, notice or poster to or on any part of their home unit, the building or the common areas; or
- b. do anything to vary the external appearance of their home units or the building; or
- c. place or allowed to be placed any object of thing in their home unit visible from the outside which, in the reasonable opinion of the directors, is unsightly; without the prior consent of the Company.

17.1 Subject to the Company's Pet Policy, a Shareholder or Resident must not, without the approval in writing of the Board of Directors, keep any animal in a Home Unit or on the Common Property, or permit any animal to be brought on the Home Unit or Common Property. The applicant undertakes to care for the animal in accordance with RSPCA guidelines and the shareholder must sign the Pet Approval Deed indemnity as a condition of approval.

17.2 An Occupier must not feed, or otherwise attract, birds or wildlife to the building.

18. An Occupier will not use, or permit to be used, their home unit, the building or the common areas or any part thereof for any other purpose than as a private residential unit nor permit the home unit to be used for any purpose of an illegal or improper nature or injurious to the reputation of the Company or permit persons of a character objected to by the Company to resort thereto.

19. An Occupier will not use or permit or suffer to be used chemicals, burning fluids, acetylene, gas (other than gas supplied in the mains to the building) or alcohol in lighting and/or heating their home unit.

20. Members shall not permit any auction sale to be conducted upon their home unit, the building or the common areas.

21. Each Occupier shall be responsible for the maintenance and interior decoration of his/her home unit.
- 22.1 All home units shall be kept in good order and condition, and shall be kept clean. All practicable steps shall be taken to prevent infestation by vermin and/or insects. Food, sweepings, garbage and rags shall not be exposed to vermin or insects attempting to feed thereon or breed therein.
- 22.2 Carpets laid over magnesite shall not be wet or steam cleaned.
- (Note: The concrete slabs in the building have a magnesite topping which when wet can leach corrosive substances into the slab which can contribute to "concrete cancer").
- 22.3 Garbage and other refuse must be disposed of in the garbage bins provided and in accordance with directions from time to time about the type and manner of disposal of recyclable and other refuse (see Part 4 of these Regulations and Guidelines).
23. Members and residents shall procure full contents insurance for their home unit, and the Company expressly disclaims any liability arising from failure of a member or resident to take out such insurance.
24. No additional locks are to be installed in the doors to the home units. As the entrance door to each home unit is a special fire door it is forbidden to install security eyes, door bells, additional locks or safety chains or any other addition.

Noise Minimisation

25. An Occupier must not at any time create or permit any noise on a home unit or the common areas likely to interfere with the peaceful enjoyment of the Occupier of another home unit or of any person lawfully using the common areas.
26. Occupiers shall limit noise and nuisance resulting from any work carried out in a home unit to normal working hours, i.e. 7.30 a.m.— 5.00 p.m. Monday to Friday, and 7.30 a.m.— 3.00p.m. Saturday, and shall abide by any law as to such.. No audible work is to be conducted on Sundays or Public Holidays.

Flooring

- 27.1 All floors (except kitchens and bathrooms) are to be carpeted with underlay, or rugs of suitable thickness covering all general traffic areas are to be put down, sufficiently to prevent transmission of noise likely to disturb the peaceful enjoyment of the Occupier of another home unit.
- 27.2 Sufficient noise minimisation is achieved if the noise is the same or less than what would result if the home unit were carpeted, and is achieved if the home unit as a whole complies with the requirements for acoustic performance in the renovation guidelines in Schedule 2.
- 27.3 If, in the opinion of the directors, any floor of a home unit is not sufficiently covered in order to achieve sufficient noise minimisation, or other matters in relation to the home unit are such that it does not achieve sufficient noise minimisation, the directors may, by notice in writing to the occupier of the home unit, require that measures be taken to achieve sufficient noise minimisation within the time specified in the notice.
- 27.4 The notice may, but need not, specify the measures to be taken.
- 27.5 Without limiting the requirements that may be made by the directors, an Occupier may be required to have the flooring and the home unit tested by a member of the AAAC and to provide the results of that testing within a reasonable time to be specified.
- 27.6 An Occupier may, within 7 days of the date of the notice, make any submissions in writing as to the required measures to the directors.
- 27.7 The directors must consider any submissions and advise the Occupier in writing, within 7 days of the date of any submissions, as to any modifications or amendment to the required measures.
- 27.8 An Occupier must comply with any notice given and carry out the required measures, or the required measures as modified or amended, within the time specified in the notice.
- 27.9 Any such notice must also be given to a member when the Occupier is not a member.
- 27.10 The cost of any testing and complying with any requirements of the directors is the sole responsibility of the Occupier, or, where the Occupier is not a Member, the relevant Member.
- 27.11 Failure to comply with such a notice may be continuous neglect to comply with these Regulations within the meaning of Article 158 of the Constitution.

Renovations

28.1 No structural alteration or renovation shall be made to any home unit (including any alteration to gas, water or electrical installations and including the erection of an antenna for receiving television signals) without the prior approval in writing of the company. The Member agrees to accept all responsibility for any damage caused by or as a result of any work carried out by the Member or the Member's tenants.

28.2 Guidelines relating to renovation are set out in Schedule 2 to these Regulations. Those Guidelines may be amended from time to time and, without limiting the matters which may be dealt with, set out the conditions to be satisfied in order to obtain the approval of the Company, including conditions as to:

- (a) council approval;
- (b) plans, certificates and specifications of proposed work;
- (c) the provision of a bond and an indemnity;
- (d) requirements as to licensing and other qualifications for tradespeople;
- (e) insurance;
- (f) particular requirements, such as floor coverings, acoustic/noise specifications;
- (g) protection of lifts and common areas from damage, including smoke detectors in foyers;
- (h) hours of work;
- (i) parking;
- (j) conduct and supervision of contractors and tradespeople;
- (k) rubbish removal;
- (l) minimisation of noise and nuisance; and
- (m) design guidelines, including as to windows (types, treatment), security grilles, door bells, door numbers etc.

28.3 In addition to any conditions set out in any Guidelines relating to renovation issued by the directors which must be satisfied in order to obtain the approval of the company, it is condition of the approval of the Company that:

- (a) a bond in the amount specified in those Guidelines is paid to the Managing Agent before any structural alteration or addition is commenced. The bond will be deposited into the Administration Fund of the Company and dealt with as set out in the Guidelines;
- (b) an Indemnity in the form annexed to those Guidelines shall be given by the member.

28.4 Members and Occupiers are to comply with any Guidelines relating to renovation issued by the directors.

Responsibilities and Liability of the Company

29.1 The Company shall not be liable for any loss or damage to any furniture, fixtures, fittings, goods, chattels or effects of any kind or description whatsoever of the Occupier or any person which may at any time be in, upon or about the premises arising from the overflow of water, sewerage or other matter which may leak into or issue from any part of the premises or any roof guttering or pipe attached or connected to or appurtenant to the premises or to the adjoining premises or buildings unless such is an insured event within any insurances held by the Company applicable to such occurrence.

29.2 An Occupier will indemnify the Company from all loss and damage to the premises caused by the negligent use or misuse, waste or abuse of the water, gas or electricity supplied to the Occupier in connection with the premises or by faulty fittings and fixtures fixed by the Occupier.

29.3 In this regulation, "the premises" means the occupier's home unit, the other home units, the building and the common area.

30. The Company shall not be responsible for any loss or damage by reason of the failure or breakdown of the lifts or either of them or in respect of the use or attempted use of the lifts or either of them.

30A. The Company will not be responsible for any loss, injury or damage arising from or caused by any omission to maintain or repair, or any maintenance, renovation or other work done to a home unit by a member or the previous holders of shares in relation to a member's home unit.

30B. The allocation of responsibility for the costs of repairs and other works as between the Company and members will be in accordance with the principle of fairness and equity as explained in the Introduction to these Guidelines and Regulations.

31. The Company will use its best endeavours to keep the gas and water pipes, tanks, taps and fittings and the electric installations wires and fittings in the common areas, other than those servicing a particular unit exclusively or for the substantial benefit of a particular unit, in good serviceable order and condition but shall not be responsible for damage occasioned by bursting or breakage thereof or leakage there from. The Occupier shall promptly call a plumber or electrician to deal with any accidents to or defects in the water pipes, gas pipes, electrical installations or fixtures in their home unit.
32. To avoid doubt, any maintenance to, repair of, or any other work to, the common area (including, for instance, "call outs" for lift repairs) must be by, or authorised by, the Company. A member or occupier who arranges for or instigates unauthorised work etc, is personally liable for the cost of such and the Company has no responsibility or liability in relation to it.

Inspect

33. Upon one day's notice in writing, the Company and its servants, agents and contractors shall be permitted to inspect the interior of any home unit and to test any electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installation or equipment at the expense of the Occupier in cases where such leakage or defect is due to any act or default of the said Occupier. If not so permitted, they may effect an entry.
- 34.1 Occupiers shall keep windows clean at all times. Where a member is responsible for broken or cracked windows, it is the member's responsibility to promptly reface and repair the windows. Any new glazing must be in accordance with relevant Australian Standards, BCA and other relevant statutory requirements.
- 34.2 The Company may, at its discretion, arrange for broken or cracked windows to be repaired or replaced. If the member is responsible for the breakage or cracking, the member shall be responsible for the cost of such, and the cost is recoverable from the member as a debt.
- 34.3 The Company may notify the member of the cost of any such repair in writing and require payment of such amount within 30 days. Failure to pay the amount within the time specified may be continuous neglect to comply with these Regulations within Article 158 of the Constitution.

Leasing

- 35.1 Members require the approval of the directors in order to lease their home unit. \34.2 The moving fee (\$300) must be paid by the member prior to the move in date.
- 35.3 The tenancy agreement must provide that the tenant will comply with the Constitution, these Regulations and any other policy or lawful direction of the Company. The Member is to provide a copy of these Guidelines and Regulations to the tenant. If a tenant breaches these Regulations on three or more occasions, then the Company may require the member to procure the tenant vacate the home unit. The member is to provide a copy of the proposed tenancy agreement to the directors and indicate where it makes such provision.
- 35.4 At least five (5) business days written notice is to be given to the Managing Agent of a tenant's intention to move in.
- (Note: The procedures set out in regulation 11 of these Regulations apply to "moving in").
- 35.5 Sub-letting by a tenant is not permitted without the approval of the directors.
- 35.6 A member must notify the Managing Agent in writing within 7 days of any change to the agent or other person responsible for managing a leased home unit.
- 35.7 Without limiting clause 29.2 or anything in these Regulations, a Member will indemnify the Company from all loss and damage to the premises caused by the tenant.
- (Note: Forms for Tenant Approval requests are set out in Schedule 3 to these Regulations).

Sale

36. The rights of members to sell their home units (transfer their shares) are restricted as set out in the Constitution. The approval of the directors is required to the transfer of shares. An applicant for such approval is required to attend an orientation meeting with the directors or their nominee/s. In some cases, it will also be a condition of approval that an indemnity in the form provided in Part 1, Schedule 4 to these Regulations. An applicant for approval must also complete and sign at interview the "Owner Details" form set out at Part 2 Schedule 4.

Miscellaneous

37.1 The Company reserves the right to amend these Regulations from time to time and to make such other Regulations as in its judgment may from time to time be required for the efficient and orderly conduct of the premises, including for its cleanliness, safety and care, for the preservation of good order therein and in the interests of members.

37.2 The directors may from time to time make guidelines on any matter being the subject of these Regulations. Any such guidelines shall form part of these Regulations and shall have effect as if they had been incorporated and formed part of the Articles.

37.3 A member must notify the Managing Agent of:

- 1) any change of the member's current postal address, telephone number and email address (if any) ("contact details"). In the case of a member which is a corporation, the contact details of the current directors of the corporation must be provided within five (5) business days of a request in writing from the Managing Agent; and
- 2) the current postal address, telephone number and email address of any managing agent of the home unit and the tenants thereof

Interpretation

38.1 A reference to an occupier includes a member, a member's tenants and, where the context allows, a member's guests, servants, agents or contractors.

38.2 A reference to a member means a shareholder in Onslow Gardens Pty Ltd.

38.3 A reference to a rule or house rule means a regulation made pursuant to Article 158.

38.4 In the interpretation of any regulation, if any part of the Introduction to the Regulations and Guidelines is capable of assisting in the ascertainment of the meaning of the regulation, then consideration may be given to any part of the Introduction to confirm that the meaning of the regulation is the ordinary meaning conveyed by the text of that regulation.

38.5 A reference to a home unit includes, where the context allows, a reference to a garage. To avoid doubt, a reference to a home unit in clause 35 (leasing) includes a reference to a garage.

ONSLow GARDENS PTY LIMITED

6A GREENKNOWE AVE, ELIZABETH BAY NSW 2011 DECLARATION:

Having read and understood the foregoing, I agree to accept and abide by the Regulations of Onslow

Gardens Pty Ltd, as herein contained and as may be amended from time to time by the Company.

SIGNED:

DATE:

SCHEDULE 1 GUIDELINES FOR MOVING IN AND OUT OF THE BUILDING (see regulation11 of the Regulations)

When moving please observe the following guidelines which have been drawn up in the interests of reducing damage (which has associated costs) to our home, and thinking of our fellow residents and neighbours.

- Onslow Gardens (OGL) has only one parking space for the building. Having regard to this fact and the narrow lane access, there is insufficient space for a large removal van. Please warn your removal company accordingly.
- The parking space is cordoned by bollards and a chain and you will need to pre-arrange use of this space through Sydney Company Title Management, our managing agents. Arrangements for its use are set out in "Securing Common Parking Space".
- Moving in and out is only to occur on Mondays to Saturdays between 7.30am and 5pm or, with approval, Sunday between 11 am and 4 pm, and only after prior notice is given to OGL via our managing agents Sydney Company Title Management,(see Part 3 or the Rules for contact details). Only one move per day will be approved in the building.
- Furniture and large items are to be brought into and out of the building via the side passage and only the goods lift is to be used for items being moved.
- Removalists are to take care with trolleys on the front stairs and it is preferred they use pneumatic tyred trolleys to avoid damaging and marking the stairs.

Appropriate carpet protection must be used. The Member is responsible for ensuring that a carpet protection product, such as a carpet protection film, is used. The member is responsible for the cost of such protection.

Any moving must be done under the supervision of a person approved by the Company, at the cost of the relevant Member. The name and details of the person who is to supervise the move must be provided to the Company when approval for the move is sought.

Note that use of the lift is monitored by networked Security cameras. Any damage caused will be identified and the cost recovered. Any breach of the regulations will be identified.

The cost of repairing any damage to the building or common areas, and for any additional cleaning required, will be charged to the owner of the home unit connected to the move. It is the owner's choice and responsibility to pass the cost to a tenant if applicable. The owner is responsible for recouping the moving fee from their tenant.

A non-refundable moving fee of \$300 must be paid in all cases by the owner to the Managing Agent before moving. The fee is to be paid at least 24 hours before moving]. The Regulations provide for the fee to be applied to pay for any damage.

Any household items not required are NOT to be dumped in our garbage area (or common area). The resident is responsible for arranging for their removal by calling Sydney Council Waste Services Department (telephone 1 300 651 301). This is a free service on a Wednesday and to be booked on the prior Monday or Tuesday. The resident is responsible for taking the items up the lane to the footpath of Greenknowe Ave. This service is for metal household appliances (small and large), furniture, soft furnishings, carpet, toys, TVs, heaters, pots and pans. You can also arrange for disposal of household paints, thinners, cleaners and engine oil by telephoning 1300 651 116.

All cardboard boxes used for removals are to be flattened and placed in the recycling bins (or if too many tie them together and place behind the bins). [see reg. 22.3] Your consideration in these matters will be appreciated.

I have read, understood and agree to these conditions: (please return to Sydney Company Title

Management,)

SIGNED: _____

NAME: _____ UNIT NUMBER: _____

DATE: _____ PHONE CONTACT: _____

ANTICIPATED DATE OF MOVE: _____

Thankyou,

The Board of Onslow Gardens

SCHEDULE 2 GUIDELINES AS TO HOME UNIT RENOVATIONS & REPAIRS FOR ONSLOW GARDENS PTY LTD

(see regulation 28 of the Regulations) 1.

INTRODUCTION

These are the guidelines adopted by the directors under regulation 28 of the Regulations.

Their purposes include ensuring that the building is maintained in good order and that proposed renovations do not affect the amenity of other members and occupants or the appearance of the building's exterior or interior public spaces.

In accordance with the Constitution and the Regulations, the scope and nature of renovations is a matter for the Company, through its directors, to decide.

Change of room uses, such as relocation of kitchens and bathrooms is not acceptable. The directors have also adopted a policy about window design (Part 7 of these Guidelines and Regulations), and applications for approval to renovate must also comply with that policy. Approval will not be given which will result in more than one renovation or major work occurring at one time.

Approval is required before any work is commenced. Approval needs to be granted by the Board (see regulation 28 of the Regulations and article 158 of the Articles of Association).

Before approval will be given, a number of things must be done and approval will not be given unless they are addressed.

2. STEPS TO BE UNDERTAKEN

If you wish to do any renovation (including painting) or major repair work in your home unit the following steps must be taken **before any work commences**: -

1. A written application, accompanied by an architect's or an engineer's report from an architect or engineer nominated or approved by the directors (in the case of structural renovations), be forwarded to the Managing Agent.

This application should set down full scope of work to be done, an estimate of the amount to be spent (required for insurance purposes), and details of when the work would start and finish.

The Shareholder should also provide a copy of the approval of the Development Application from Sydney Council if applicable (and in most cases of renovation it is applicable). Council will be notified if it is not obtained. The Company's consent is required to any Development Application.

The application must provide details of:

(i) the licensed builder or other tradespeople proposed to undertake the work (if known); and
(ii) their insurance.

If those details are not known at the time of the application they must be provided to the directors

within 7 days of the proposed commencement of any work and the directors' approval obtained. Until those details are provided, any approval that is given by the directors is conditional on the directors' approval to the proposed tradespeople and their insurances. 2. The indemnity in Annexure 1 to this Schedule is to be signed by the Shareholder. The effect of this will be that the Shareholder agrees to take financial and other responsibility for any damage caused by or as a result of the works, and accept charges from the Company for cleaning and repairs not done by the Shareholder.

3. A bond in the amount of \$10,000.00 is paid in accordance with regulation 28.3(a) of the Regulations. The bond will be applied to pay for:

(a) any damage or loss to the company caused by the renovations (including damage to, or loss of the bollards in the parking area);

(b) the cost of any cleaning required from time to time because of the renovations; (c) amounts as reasonably determined by the directors in relation to the time and resources expended by them, the Building Manager, the Managing Agent or other person engaged by the Company in supervising or advising on matters relating to the renovations.

Approval or otherwise will be forwarded to the Shareholder in writing and on receipt of the approval the Shareholder is to advise in writing the Managing Agent: - Expected commencement date

Proposed plan for work procedure

Expected date of completion

(An example of the type of conditions in an approval is at section 6 below.)

3 CONDITIONS FOR WORK

1. During the course of the work all lifts, floors, stairways and handrails, balustrades, walls, glass and carpets in the common areas are to be protected from damage occurring, and the Shareholder is responsible for cleaning from the common areas any mess, dirt, dust, etc from the work, or will be charged for this to be done by the Company. You must indicate agreement in boxes and acknowledgement of Shareholder responsibility for what you are required to do:

- Work is not to start before 7.30am Mon – Fri, 7.30am on Sat, and is to stop by 5pm Mon – Fri and 3pm Sat. No work is to be done on Sundays.
 - Residents of Onslow Gardens are to be advised in writing by the Shareholder of any work to be done, the time frame, and the likelihood of noise, and of any disruption to the services to the building (water, gas, electricity, etc). In most cases, at least two days notice should be given.
 - A drop sheet and appropriate carpet protection, such as carpet protection film, is to be used to protect ALL common area floors.
 - All materials are to be brought in through the side door and not through the main entrance. The goods lift ONLY is to be used and protective covering of floor and walls is to be used.
 - The fire exit gate to the Right of Way is to be kept locked for security reasons and not propped open. Tradesmen buzz to regain access.
 - Tradesmen's vehicles are not to obstruct the fire exit and must leave 2 metres space from wall of adjoining building in case there is need to evacuate the building.
 - Tradesmen's building materials are not to be stored on Company interior or exterior common areas and are to be kept inside the home unit being renovated. (Material left on common property will be disposed of and the cost for disposal and time charged to the Shareholder.)
 - The ground floor side fire exit doors (internal and external) are to be treated with care. All costs for any damage to doors, hinges or closers affecting automatic full closure of the doors will be charged to the Shareholder.
 - Messy work producing dust, dirt, etc is not to be done on Company interior or exterior common areas.
 - If dust is being produced care is to be taken to TEMPORARILY ONLY cover with plastic any smoke detectors which may trigger the building fire alarm. Should this occur and the fire service attends the cost will be charged to the Shareholder.
6. In addition to the above, if any smoke detector, heat detector or fire door in the home unit or common areas is removed or disabled in the course of renovation, you must:
- (a) make sure that the company is immediately informed and that the removal or disabling is for a short time only, and
 - (b) make sure that the detector, sensor or fire door is replaced and operational, and advise the company of such;
 - (c) meet the cost (which may be deducted from the bond) of any reinstallation, repair or other required work.

You as owners are responsible for maintaining operating smoke and fire detectors at all times.

4. PARKING

There is only 1 parking spot belonging to Onslow Gardens and located in front of the building. After its use for emergency purposes, priority order for use of this space is:

- a. For use by tradesmen authorised by the Board and on a reserved basis (these may be tradesmen engaged by the Board for building works or tradesmen authorised by the Board on application from individual owners).
- b. For moving in or out of Onslow Gardens (to be reserved with the Board).
- c. For trade deliveries or pick ups – only if the space is vacant.
- d. For use by Onslow Gardens residents for BRIEF set down, pick up – only if the space is vacant.

In order to access the parking space for renovations, and obtain the bollards and chain to reserve the space you must apply to the Managing Agent when submitting advice of work and applicable Indemnity Form.

Should this space not be available for removals or for tradesmen to individual home units due to a prior reservation you would need to make alternate arrangements for any vehicles and at your own expense. Please note that all other visible parking belongs to Elizabeth Bay Gardens and is NOT available to OGL residents to use under any circumstances

5. PARTICULAR REQUIREMENTS FOR APPROVAL

1. FLOORING

1.1 Hard floors are not encouraged in Onslow Gardens and will only be permitted provided the member strictly meets the following requirements.

1.2 The required acoustic standards are likely to involve considerable cost, both in testing and in the floor system itself (eg including raised floor levels). No concessions will be given for hard floors that do not meet or exceed the required acoustic performance.

Required Acoustic Performance

1.3 The installed hard floor must achieve an impact isolation rating equivalent to an L_{ntw} of at least 50 or less, when carried out and calculated to the requirements of ISO140-7:1998 and ISO 717-2:1996.

1.4 Once installed, new hard floors must always be covered with rugs to all trafficable areas. This is essential, because without rugs, the overall performance of the floor will be less than that achieved by a wall to wall carpet plus good quality underlay.

1.5 Trafficable areas include all rooms including dining areas with hard floors except Kitchens and Bathrooms.

1.6 Trafficable areas mean anywhere that someone could walk. Small undersized rugs are not acceptable.

1.7 Rugs must be of suitable thickness. If there are complaints about noise, Members will be required to increase the thickness of the rug or install suitable underlay.

Testing

1.8 Testing must be carried out by an acoustic engineer approved by the Company within 14 days of the installation of any new hard floor. A copy of the test report must be provided to the Board for approval.

1.9 All costs for acoustic advice and testing are at the member's expense.

The test must be on an installed floor in a finished apartment, and not based on calculated values or theoretical test results. Skirtings and built-in cabinetwork must be in place before testing.

1.10 The member will need to arrange access for the acoustic engineer to take measurements in the apartment directly below the floor being tested.

1.11 If a test report is not received within 14 days, the Board may arrange for its own tests and if the floor fails to meet the required acoustic performance, the Board may arrange to rectify the floor at the member's expense. Such remedies could include removal of the floor, or covering the floor with wall to wall carpet and underlay.

Maintenance.

1.12 It is the member's responsibility to keep the hard floor in good repair and maintain as necessary, such that the performance of the floor continues to meet the requirements of these regulations. All costs associated with the hard floor will be at the member's expense.

Important notes for shareholders.

The Board does not warrant that the existing slabs in the building are capable of contributing to the acoustic performance levels required. This is a matter for the member to determine by pre-testing the slab and any proposed hard flooring system prior to hard floor installation.

2. Magnesite Replacement

2.1 It is condition of any approval to install hard floors that any existing magnesite be removed and an appropriate sealant material be applied which has the same or better acoustic dampening characteristics and does not leach corrosive substances when wet.

2.2 Approval to remove magnesite in a home unit may otherwise be given, provided that an appropriate sealant material is used to replace which has the same or better acoustic dampening characteristics such that the home unit will comply with regulations as to noise minimisation, and it does not leach corrosive substances when wet.

PLUMBING

3. No changes may be made to the external plumbing lines. No exposed piping or conduits permissible in common areas.
4. In addition to any specific conditions of approval, renovations which involve changes to plumbing must include the installation in a home unit of an internal isolation valve.

ELECTRICAL AND WIRING

5. Renovations which involve electrical re-wiring, must include a new submains and circuit breaker panel located within the home unit.
6. Any cabling (electrical or otherwise) running from the distribution cupboard or other point in the common areas is not to be run across exposed surfaces in the common areas. (Such will be able to be run through false ceilings when available)

6. Example of the type of Conditions which could be attached to a renovation approval

1. Compliance with House Regulations

All renovations are to be in accordance with the requirements of the Onslow Gardens House Regulations. In particular, we draw your attention to the requirements of SCHEDULE 2 – GUIDELINES AS TO HOME UNIT RENOVATION & REPAIRS FOR ONSLOW GARDNES PLY LTD. Please note the requirements for a bond and also the indemnity in annexure 1.

2. Compliance with Statutory Regulations

It is the Shareholders responsibility to comply with all relevant statutory regulations, eg City of Sydney, BCA, etc.

3. Engineer's certificate

An engineer's certification from a licensed structural engineer must be submitted to the Board before demolition of any walls. (The engineers structural design certificate provided with your application satisfies this condition.)

5. Licenced builder.

Provide the Board with your builder's name and licence number.

6. Waterproofing certificate

Install waterproof membranes prior to installation of bathroom floor and wall tiling. Provide the Board with a Certificate of Compliance to AS3740 and 10 year warranty.

7. Electrical rewiring

Surface wiring in public lobbies is not permitted.

If you are upgrading the power supply to your unit, then you must liaise with the Board for direction on routing and concealing cabling before renovation work commences. To avoid delay, contact the Board before you commence renovation work

8. New plumbing work

Onslow Gardens does not allow alterations to the location of plumbing lines on the external facade of the building. This means new plumbing fixtures must connect to the existing plumbing connection points.

If you chose to relocate new fixtures away from their original positions, you will not be permitted to cut the existing concrete slab to conceal new waste lines.

9. Interruptions to main water supply.

The building's hot and cold water supply may only be turned off by prior agreement with Onslow Garden's managing agent, who will arrange for a plumber familiar with the operation of Onslow Gardens' services to interrupt the supply. The cost of this work will be invoiced to you.

10. Bathroom and Kitchen Isolation Valves

If your unit does not already have hot and cold isolation valves (taps), then these must be installed in the bathroom and kitchen. These valves will allow your hot and cold water to be turned off from within the unit, avoiding the need to shut down the main system and inconveniencing other residents. In an emergency such as a burst water line, the internal isolation valves will enable you to turn off the water immediately without the need to go to the roof and find the correct valve.

11. Kitchen and bathroom exhausts

The board does not approve exhaust fans or range-hood ducts that penetrate the exterior wall of the building.

12. Concealing existing structure.

Concealing existing concrete lintels and beams with false ceilings or bulkheads is discouraged. False ceiling and bulkheads make it impossible to maintain the existing structure. If at some future date it becomes necessary to gain access to existing beams or slabs, the shareholder will be responsible for cost of removal and reinstatement of false ceiling and bulkheads

13. Existing concrete lintels

Concrete lintels above all internal windows must be tested for cracking and drummy render which may indicate spalling concrete. You are required to give 10 days written notice prior to demolition stage to allow the Board time to arrange an inspection.

If repairs are necessary, the Board will carry out the repairs at the Company's cost. In the past such repairs have taken between 3 to 6 weeks.

14. Window replacement.

The Board is not in a position to assess the proposed existing window replacement without further information. Please provide manufacturers specifications, frame details and sections and details of how the windows would be fitted into existing opening. Once this information is received the Board will assess the proposal on its merits.

15. Renovation timing and parking

Please confirm the start and estimated finish dates for the renovation.

The managing agent will arrange access to the service bay during the renovation. However, during that time priority will be given to moves in and out of the building and trades carrying out essential repairs and maintenance in the building. In such cases it will be your responsibility to liaise with your builder to find alternative parking.

16. Orientation session

An orientation session with yourself and your builder is required prior to commencement of renovations. This session is intended to ensure your renovation runs smoothly and also minimise the impact on both Onslow Gardens residents and building lobbies and services. The session will cover parking and access, hours of construction, notice to residents prior to noisy work, protection of lobby floors and walls and operation of trades lift and building systems. Please note you are responsible for your Builder's conduct on site.

ANNEXURE 1 TO SCHEDULE 2

INDEMNITY BY SHAREHOLDERS TO ONSLOW GARDENS PTY LTD IN REGARD TO RENOVATION WORK IN HOME UNITS

THIS DEED made the day of 20 BETWEEN

ONSLOW GARDENS PTY LTD (ACN 000 256 619) a Company duly incorporated and having its

registered office at 680 Willoughby Road Willoughby NSW: (the Company) of the one part
AND

of unit

ONSLOW GARDENS PTY LTD 6A Greenknowe Ave, Elizabeth Bay 2011 (the Shareholder)
of the other part

WHEREAS the Company is the proprietor of an estate in fee simple of all that piece or parcel
of and

situated and known as "ONSLOW GARDENS" 6A Greenknowe Ave, Elizabeth Bay
whereupon is erected a block of residential units AND WHEREAS the shareholder is the
holder of Fully paid ordinary shares each numbers to in the capital of the
Company AND WHEREAS the said shares entitle the holder thereof to the exclusive use and
occupancy of Unit (the Unit) in the said building subject to the provisions of the Company's
Articles of Association AND WHEREAS the Shareholder wishes to carry out certain
alterations to the Unit NOW THIS DEED WITNESSES: -

1: That the shareholder covenants to indemnify and hold harmless the Company against any
and all claims for loss liability damages expenses costs (as to legal costs on a
Solicitor/Client basis) fines by any Court or any statutory authority arising out of or in
connection with the material and workmanship applied to or used in or about the following: -

- (a) Structural alterations within or to the unit;
- (b) Replacement of kitchen and/or bathroom in the unit (including fittings and fixtures); and
- (c) Electrical and/or Plumbing alterations in the unit;
- (d) Any other alteration or work carried out by or on behalf of the shareholder in or to the Unit.

2: The preceding indemnity shall without in any way restricting the generality thereof apply
to claims against the Company on the part of the insurers, shareholders or occupants of
other parts of the said building and the Council of the City of Sydney for loss liability
damages expenses costs (as to legal costs on a Solicitor/Client basis) fines incurred as a
result of any damage to the property of the Company loss or impairment of services which
the Company provides from time to time and at any time and at any time and attributable
in the absolute and unfettered discretion of the Company to the alterations

aforementioned. 3: The Shareholder admits and acknowledges that the Company may as
a condition precedent to consenting to register a transfer of the said shares from the
Shareholder require the proposed transferee thereof to enter into a covenant with the
Company in terms identical with these presents including this clause.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and
year first herein before written.

THE COMMON SEAL of ONSLOW GARDENS PTY LTD was hereunto affixed in accordance
with its Articles of Association and by the authority of its Board of Directors previously given
and in the presence of:

SIGNED SEALED and DELIVERED by the said

In the presence of Signature: Date:

SCHEDULE 3

SCHEDULE 3 (Reg 35.3) Onslow Gardens

Pty Ltd **Tenant Approval Form**

**THIS FORM IS TO BE PROVIDED BEFORE
MOVE IN.**

**A minimum of 5 business days notice is required prior to a move in, and subject to
carpark availability**

Unit #

Personal details

Name of requestor

Mobile #

Email

Car Registration number

Current Address

How many people live in your household ? # of adults # of children

Emergency Contact Details

Name

Relationship

Mobile #

Home phone #

Business phone #

Agent Details

Name of Real Estate Agent (company name)

Name of Real Estate Agent contact person

Phone number for contact

Declarations (*please initial right column*)

I have received a copy of the Onslow Gardens Guidelines and Regulations and agree to abide by its provisions particularly those, which relate to noise, disposal of rubbish and use of the lifts. *Please initial here to indicate acceptance*

I understand that all bare floors in trafficable areas must be covered by suitable rugs to reduce noise. *Please initial here to indicate acceptance*

I understand that the Onslow Gardens is not a suitable venue for large social gatherings which create noise. *Please initial here to indicate acceptance*

Checklist and Sign off (for Company's use) Checklist: you must provide these documents or have attended to these matters.

☐ – House Rules Declarations initialled

☐ – \$300 non refundable moving fee

☐ – Reference to OGL regulations included in lease special conditions page

Approved by (*Managing Agent's name and signature*)

Name

Signature

SCHEDULE 4 PART

1 SCHEDULE 4

INDEMNITY TO BE PROVIDED ON SALE OF SHARES

(see regulation 36 and Annexure 1 of Schedule 2 of the Regulations) (to be drafted)

PART 2 SCHEDULE 4 (Reg 35) Onslow Gardens Pty Ltd

Owner Details form

THIS FORM IS TO BE PROVIDED PRIOR TO MOVE IN BEFORE THE ORIENTATION MEETING.

An orientation meeting MUST be conducted BEFORE any move into the building, and a minimum of 5 business days notice is required prior to move in subject to carpark availability.

Unit #

Personal details

Name of requestor

Mobile #

Email

Car Registration number

Current Address

How many people will live in your household ? # of adults # of children

Emergency Contact Details

Name

Relationship

Mobile #

Home phone #

Business phone #

Declarations (*please initial right column*)

I understand that all renovations structural or otherwise must have board approval.

Please initial here to indicate acceptance

I understand that no renovation plans which substantially alter room usage will be approved particularly if this involves siting wet areas such as bathrooms and kitchens over dry areas such as bedrooms and living areas.

Please initial here to indicate acceptance

I understand that no renovation plans which include hard floors will be approved unless they comply with the Onslow Gardens Acoustic guidelines.

Please initial here to indicate acceptance

I understand that I must notify the managing agent of any lease in compliance with the Regulations and that the owner is responsible for any damage caused by the tenant.

Please initial here to indicate acceptance

I have received a copy of the Onslow Gardens Guidelines and Regulations and agree to abide by its provisions particularly those which relate to noise, disposal of rubbish and use of the lifts.

Please initial here to indicate acceptance

Sign off by Director or nominee

Checklist

☐ – House Rules Declarations initialled

☐ – Applicable payments made.

Approved by (*Director or nominee's name and signature*)

Name

Signature

3. CONTACT DETAILS

Managing Agent/Trades/Repairs: Contact list

The managing agent is Sydney Company Title Management who was appointed effective 1 May 2012.).

MANAGING AGENT

Sydney Company Title Management

**Ground floor, 680 Willoughby Road,
Willoughby NSW 2068**

E: Mandy.mcpake@bcssm.com.au

T: (02) 9967 1331

F: (02) 8216 0559

After hours contact number: 1300369543

SERVICES PROVIDED

Financial

1. Establishment of trust account.
2. Receipt and banking all income to the trust account.
3. Payment of accounts.
4. Maintenance of a creditors' ledger.
5. Monthly bank reconciliations.
6. Preparation of figures for inclusion in BAS statements (if applicable).
7. Preparation of annual budgets in consultation with the directors.
8. Monthly financial reports including balance sheet, Administrative and Sinking Fund income and expenditure statement, cheque drawing statement and arrears list.

Levies

1. Preparation and distribution of quarterly levy contributions.
2. Preparation and distribution of special levy contributions.
3. Monthly review of outstanding levy contributions.
4. Credit control and action for recovery of debts.

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Administration

1. Maintenance of share registers.
2. Arranging renewals of insurances.
3. Making insurance claims on behalf of the company.
4. Negotiating as required with contractors and employees of the company.
5. Attendance and correspondence.
6. Where required, issue formal work orders on behalf of the directors.
7. Administration and finalization of Essential Services Certificates.
8. Implement the decisions of the directors.
9. Annual balance sheet, Administrative and Sinking Fund income and expenditure statements.

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PLUMBER: Murray Jones, MSK Plumbing Pty Ltd, 0418404526

ELECTRICIAN: Thomas Crook, Advanced Fire and Electrical, 0404741313

LOCKSMITH: Bells Locksmiths 9357 2333

FIRE SAFETY: Extreme Fire Solutions

Anthony Costello, Client Manager

E: acotello@extremefire.com.au

ELEVATORS: Electra Lifts 9667 4826

Maintenance/cleaner etc: Leonard Cleaning Services

PO Box 495 Princes Hwy, Rockdale 2216 NSW

0402018506

OGL WEBSITE: www.onslowgardens.com.au

4. FREQUENTLY ASKED QUESTIONS: SOME PRACTICAL ASPECTS OF LIVING IN THE BUILDING

• What do I do if I want to move in, move heavy or large articles or move out?

You must get the Directors' approval.

Contact the Managing Agent to arrange this with 7 days' notice.

If you are a new tenant moving in, you will be asked to complete the forms at Schedule 3 of the Regulations.

You must pay a non-refundable moving fee of \$500 for each move. It is the member (owner) who is ultimately responsible for paying.

You can move between 7.30am and 5 pm, Monday to Friday, 7.30am – 3pm Saturday or, with the directors' approval, between 11 am and 4 pm on Sunday.

You must pay for any damage in excess of \$500 that is caused.

(See Regulation 11 and Schedule 1 of the regulations for more details).

• What lift should I use?

Use the passenger lift except when moving anything, including furniture or large, heavy objects, or when bringing anything else which might damage the passenger lift, such as a pram.

Please take care when using the passenger lift. It has been modernised very recently, and we want to preserve its fine state.

NETWORKED SECURITY CAMERAS cameras have been installed to monitor use of the lifts and common areas.

Use the goods lift for moving furniture, heavy or large items, prams or anything else which might damage the passenger lift. The goods lift door can be "expanded" and it has a greater carrying capacity. But please take care not to damage it.

Do not bring bicycles into the building. Consideration is being given to providing a secure area for bicycles outside the building.

• Can I, or my visitors, park outside the building?

No. Unless you have one of the four garages, OGL has NO visitor parking, and only has 1 car space in front of the building, which is for use for emergency vehicles and by tradesmen, removal trucks, and temporary parking to set down and pick up. The space is not for extended personal use by any resident of OGL. All car spaces on the lane/right of way belong to Elizabeth Bay Gardens and are NOT for use by residents or guests of OGL; vehicles not entitled to be parked risk being towed away or wheel locked. Parking in those spaces is at your own risk. The Onslow Gardens space is cordoned by bollards/chain and use must be pre-arranged. Costs resulting from loss or theft of the bollards/chain if not locked or looked after will be charged to the shareholder/tenant using them at the time. (see "Securing a Common Parking Space").

• How can I use the roof?

You can only use the roof to access the laundry. You cannot use the roof for recreational purposes (eg sunbathing, partying etc) and no furniture is allowed.

Children on the roof must be supervised at all times by an adult.

Only flat shoes should be worn.

The roof is only open between 7 am and 9 pm.

The roof door is operated with an automatic timer. The door is not to be interfered with, nor "held open".

• How can I use the laundry?

A coin operated washing machine is in the laundry on the roof. Please show consideration for others and observe tidiness and cleanliness. Advise the Managing Agent if machine is broken. Access to the roof is NOT available 9pm to 7am daily.

Make sure you securely peg your washing on the clothes line provided, and collect your washing in a reasonable time.

• What happens if there is a fire?

Smoke detectors are installed in all common areas, sprinklers in the foyer and above the lifts on each floor and over all windows on exterior of south wall, and smoke and heat detectors in individual home units. Each home unit has a fire door, which is not to be tampered with. Fire hoses and extinguishers are in cupboards on each floor.

The fire system is NOT connected to the Fire Brigade who must be called if required. If the fire alarm is activated all doors to the side fire exits and between floors in the main staircase automatically close to restrict smoke movement.

Please leave the building by the side fire stairs and exit to the right of way. The gate on the side passage is to be kept closed at all times and not obstructed by vehicles.

• **Can I play music, watch TV or have parties?**

Of course. But remember the building is relatively old and does not have the same acoustic dampening qualities as more modern buildings. Use your common sense: please ensure that any noise generated (especially music, TV and radio) does not disturb other residents at ANY TIME of the day or night. Wooden floors must be covered with carpet/rugs. (see regulation 27 of the Regulations).

Remember that you are responsible for the behaviour of your invitees. You must take all reasonable steps to ensure that your invitees do not behave in a manner likely to interfere with the peaceful enjoyment of others. □□**Where do I put the rubbish?**

The bins for OGL are located in the “bullring” parking area (owned by EBG) on the western side of the building.

There is a daily collection for rubbish bins, and regular (presently weekly on Wednesdays) for the recycling bins. OGL has very limited space for garbage bins and bins are clearly colour coded for type of rubbish. Please put all rubbish INSIDE the bins (for tidiness and to inhibit vermin) and don't dump beside the bins.

Any large items, furniture, household items are not to be left at the rubbish area. These items are your own responsibility and can be disposed of by ringing Sydney Council on 1 300 651 301 to arrange collection. Keep these items inside your home unit until collection day, and then personally take them up to Greenknowe Ave curbside. □□**Can I renovate my unit?**

Only with the Board's approval. See the Regulations and Guidelines for how to go about getting approval.

Failure to get approval may result in your shares being forfeited.

• **How do I fix an electrical fuse?**

Access to circuit breakers for power and lighting for some individual units is in the cupboards to the left as you exit the lifts on each floor. Members are encouraged or required when renovating to install circuit breakers within their unit.

If you need an electrician, see the contact list for the electrician used by the Company.

• **How do I fix water/plumbing problems?**

Hot water is communal via a continuous gas water heater system. Problems with the hot water should be referred to the Managing Agent.

If your unit does not have its own water isolation valve (which an owner renovating now must instal), the water may need to be switched off at the roof, affecting the whole building. This should only be done in non-urgent situations by, or in consultation with, the building plumber and with permission and after advising the rest of the building. Please contact the Managing Agent to arrange this.

• **What do I do if a repair is need urgently outside business hours?**

Call the Managing Agent's After hours Number: 1300369543. Give full details of the problem and your name and contact details.

• **Can I leave things in the foyers.**

No. The foyers on all floors, roof top, lifts, stairways in the building, the passages around the exterior of the building are not for personal use OR STORAGE OF PERSONAL PROPERTY and are not to be obstructed.

□□**Letting people into the building**

Please do not let strangers into the building. They must be given access by using the intercom for the home unit being visited. The front grill is to be kept closed. If you let people making deliveries or tradesmen in make sure they leave.

5. SECURING A COMMON PARKING SPACE

The parking space available to OGL consists of two robust removable bollards and a chain secured with a padlock. The bay also features a wheelstop (to stop obstruction of fire escape). The space is secured at all times to ensure that it is available for users with pre-arranged bookings.

The following guidelines apply to all bookings

Principles

1. The ability to make bookings is limited to directors, Managing Agent and Building Manager
2. The bay is always controlled ie bay is either empty with chain in place or in use (as far as possible)
3. All usage greater than 15 minutes must be booked
4. Bookings may not be greater than 12 hours
5. Bookings may **not** be eternal ie Every Monday ongoing
6. Renovators are bound by these rules however all efforts will be made to communicate with renovators before accepting new bookings likely to conflict
7. All bookings should be visible via website

Usage Priority

(other users booked or casual may be asked to move if these vehicles require bay)

1. Emergency vehicles (Police, Fire Brigade, Ambulance)
2. Building Maintenance Emergency (broken pipes, live wires etc)

Routine Booking priority

(used when negotiating booking priority prior to confirming booking)

1. Scheduled Building maintenance
2. Ad hoc building maintenance
3. Household Moves
4. Authorized renovators
5. Deliveries or removals of large items by residents

Booking and using the Space

1. Check availability of the service bay at least 12 hours in advance

This ensures that Onslow Gardens staff are available to unlock the bollards

- 1.1. Open the Onslow Gardens website at www.onslowgardens.com.au
- 1.2. Check the parking calendar to see if the required slot is vacant
- 1.3. If more detail on existing bookings is required click on the text of the booking inside the calendar

2. Make the booking

- 2.1. Ring or Email the Managing Agent to request the desired booking.

Details required for each booking are your Last Name and Initial, Unit # , Date, start time and finish time and a brief description of reason for making the booking eg moving a large item of furniture

3. Wait for Confirmation and check your booking

- 3.1. You will receive a confirmation Email usually within an hour of making the booking.
- 3.2. Once you've received the confirmation Email, it's a good idea to check your booking details on the website.

4. Using the space

- 4.1. The bottom bollard locks will be removed sometime before your booking, lift the bollard closest to the stairs and walk it back and lay it down behind the wheelstop.
- 4.2. use the space as normal
- 4.3. Please replace the bollard in its starting location when you leave.
- 4.4. The bollard locks will be replaced by Onslow Gardens staff

Note the maximum vehicle length is roughly 7 metres. The space is not big enough for large moving vans.

6. GOOD NEIGHBOUR POLICY

(to be drafted – to deal with relationship of OGL with eg EBG, Meudon and No. 6)

PART 7 (reg 28.2 (m))

WINDOW POLICY AND GUIDELINES

This policy sets out the company's policy as to allocation of costs in relation to window maintenance repair and replacement.

It also sets out design guidelines for windows as referred to in Reg. 28.2(m).

Policy

The Company adopts the policy set out at paragraph 1.5.8(i) of the Guidelines as to expense allocation in relation to window maintenance repair and renovation. That policy is to be read with paragraph 1.5.7 of the Guidelines. Those paragraphs are reproduced below.

The application of those policies means that the Company will not meet the cost of window maintenance or repair unless the Company is satisfied that the need for that maintenance or repair does not result from, and was not contributed to by, an act or omission of the member (or the member's predecessors in that home unit).

Design Guidelines

It is the intention that the fenestration of the building be consistent as possible with the original design. To that end, replacement windows must follow the original design of windows for the building. Generally, this will be wooden sash windows. Drawings and specifications are being developed; some examples of acceptable window types are shown in the pdf document "window guidelines pdf.2013".

Extract from Guidelines as to Expense Allocation

1.5.7 Fairness & Equity

It is important to bear in mind that the Company is in reality all the members. The concept of fairness and equity involves several aspects:

- (i) **the Company should not be responsible for damage caused by the act or omission an individual member.** The question could be asked: "has a shareholder contributed to the damage, by his or her action or inaction?" If the action or inaction of a member is responsible for damage, the cost of reimbursement should be borne by the member contributing to the damage (see cl. 30A of the Regulations and example (vii) of para.1.5.8 below).
- (ii) The Company should not be responsible for the costs which might arise because an individual member chooses to renovate his or her unit (examples of this aspect of fairness and equity are listed in para.1.5.8 below).
- (iii) Costs incurred for work which is solely or substantially for the benefit of one unit are borne by the member holding the shares for that unit. The Company will determine if work is substantially for the benefit of one unit.

1.5.8 Examples of Cost Allocation (i)

Window repairs and renovations:

Windows have always been considered as part of the building and hence their upkeep, to the extent necessary to ensure the integrity of the building, is an expense of the Company. To that extent, they are considered part of the "common areas" because their exterior is outside of a home unit. Although the substantial benefit of their repair may immediately accrue to an individual home unit, ongoing water penetration could also impact on the rest of the building. Where a home unit is being renovated, members have paid for new windows themselves, since a window upgrade might not be necessary. If a member is renovating windows where repair is otherwise necessary, then the Company should not be responsible for any costs in excess of the minimum cost of repairing the window to the standard of the building and to ensure its integrity. The Company will not meet any costs in relation to windows which do not require repair to ensure the integrity of the building. It is for the Board to decide whether a window needs repair and, if so, the method, time and other circumstances for its repair. In case there is any doubt, this guidance deals with repairs and renovations, not cleaning. Cleaning remains the responsibility of the unit owner.



ONSLOW GARDENS

PET POLICY

Onslow Gardens Pty Ltd (A.C.N. 000 256 619)

Regulation 17.1 Subject to the Company's Pet Policy, a Shareholder or Resident must not, without the approval in writing of the Board of Directors, keep any animal in a Home Unit or on the Common Property, or permit any animal to be brought on the Home Unit or Common Property.

LAST UPDATED: 6 May 2024

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PET POLICY

Onslow Gardens Pty Ltd (A.C.N. 000 256 619) (the **Company**) is a Home Unit Company governed by its Memorandum and Articles of Association dated 5 January 1959 (the **Articles**). The Company is the owner of the land and building situated at 6A Greenknowe Avenue, Elizabeth Bay NSW 2000 (the **Building**).

The purpose of this Pet Policy is to document the management of the keeping of animals in the Building and to provide a system of enforcement for failure to comply with this Pet Policy. This Pet Policy protects the rights of all Shareholders and Residents to the peaceful and safe occupation of their Home Units and common property, while allowing the responsible keeping of approved animals by Shareholders and Residents.

1. OBTAINING THE BOARD'S APPROVAL

- 1.1 A Shareholder or Resident may keep an animal on the Home Unit only with the prior written approval of the Board of Directors (the **Board**), on such terms and conditions determined by the Board. Applications from Residents who are not Shareholders will be considered from six months following the commencement of this policy, with accompanying signed Pet Approval Deed by the Shareholder.
- 1.2 A Shareholder or Resident may make a request for approval to keep an animal (up to a maximum of two) by completing the application form attached to this Pet Policy as Annexure A and the Pet Approval Deed attached to the Pet Policy as Annexure C to The Board of Directors by email to board@onslowgardens.com.au. A separate application form must be made for each animal the Shareholder or Resident wishes to keep in their unit. The Board may revise the application process, requirements and/or form from time to time.
- 1.3 Incomplete applications will not be considered by the Board.
- 1.4 The decision of the Board regarding the keeping of an animal by a Shareholder or Resident will be determined in accordance with the requirements for the passing of an ordinary resolution of company directors under the *Corporations Act 2001* (Cth).
- 1.5 The decision must be made by the Board within a reasonable time of receiving a request under clause 1.2. The Shareholder must not keep the animal on the Home Unit in the meantime.
- 1.6 Notice of the decision of the Board regarding the keeping of an animal by a Shareholder or Resident must be communicated to the Shareholder and Resident within a reasonable period of the decision being made in the decision notification form attached to this Pet Policy as Annexure B. The Board may revise the decision process and/or form from time to time.
- 1.7 In order to complete the application, the Shareholder will be required to enter into a Pet Approval Deed in such form determined by the Board from time to time. The approval does not extend beyond the life of the approved pet and cannot be transferred to another animal. The Shareholder and/or Resident are required to attend a meeting with an appointed representative of the Board when requesting approval for a dog to discuss the rules contained in this policy unless the requirement is waived by the Board. A Pet Approval Deed must be signed by the Shareholder and provided with the application before Board approval of a pet is given.
- 1.8 If the Board declines approval of a request by a Shareholder or Resident to keep an animal, the Board must provide the Shareholder or Resident with the reasons for the

decision. The Shareholder or Resident is not entitled to request approval for the same animal unless the Shareholder can demonstrate the reasons given for declining approval are no longer valid or relevant.

- 1.9 The Board's approval can be revoked at any time in the event that the animal(s) poses as a hazard or threat to the Company, creates unreasonable interference or there has been a serious breach of the Pet Policy.
- 1.10 Residents may keep fish in an enclosed aquarium (less than 500 Litres) without the approval of the Board.

2. ASSISTANCE ANIMAL

- 2.1 Nothing in clause 1.1 above prevents a Shareholder, Resident, or any invitee of a Shareholder or Resident keeping or being accompanied by an animal that is an assistance animal within the meaning of the *Disability Discrimination Act 1992* (Cth) in a Home Unit or the common property provided that the assistance animal satisfies the requirements under section 9 of that Act. Residents must notify the Board when the animal is about to be kept in the building.
- 2.2 A Shareholder or Resident who keeps an assistance animal on the Home Unit must, if required to do so by the Board, provide evidence to the Board demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* (Cth).
- 2.3 If a Shareholder or Resident fails to provide satisfactory evidence as required by clause 2.1 above, the Board is entitled under section 54A(6) of the *Disability Discrimination Act 1992* (Cth) to request the removal of the animal until satisfactory evidence has been provided.

3. PROHIBITED ANIMALS

The Board will not permit a Shareholder or Resident to keep an animal that is a:

- (a) Dangerous dog within the meaning of section 33 of the Companion Animals Act 1998 (NSW);
- (b) A menacing breed or kind of dog within the meaning of section 33A of the Companion Animals Act 1998 (NSW);
- (c) Dog prohibited from importation into Australia by a statutory body; or
- (d) Unregistered dogs.

4. OBLIGATIONS OF SHAREHOLDER OR RESIDENT

If a Shareholder or Resident obtains the Board's written approval to keep an animal on the Home Unit, the Shareholder or Resident must:

- (a) Keep the animal within the Home Unit;
- (b) Accompany the animal when it is on the common property solely for the purpose of entering and leaving the Home Unit;
- (c) Immediately clean and otherwise restore all areas of the Home Unit or the common property that are soiled by the animal. Cleaning should be done first with a dry absorbent material, then a damp cloth, then a damp cloth with a

limited amount of detergent. No water, no disinfectants, no caustic cleansing agents are to be used;

- (d) Ensure that no faeces, animal waste or animal food is placed in the common property garbage receptacles unless contained within a securely sealed plastic or other impermeable wrapping. No pet products, flushable or otherwise, are to be disposed of in the unit's toilet. Blockages or damage caused by flushing any products will be repaired at the shareholder's expense;
- (e) Ensure that the animal does not create noise, odour or other nuisance which is likely to interfere with a Shareholder's or Resident's right to occupy a Home Unit or use the common property;
- (f) Not transport any animal through common property in the passenger lift or the internal stairs. The southern fire stairs or the goods lift must be used;
- (g) Not allow any animal to enter onto the roof or into the laundry of the Building;
- (h) Ensure that the animal does not attack or threaten any other Shareholder, Resident or invitee of a Shareholder or Resident on the common property or a Home Unit;
- (i) Ensure that the animal is not groomed or washed in the common property including the laundry;
- (j) Manage the animal to minimise potential exposure of other residents to allergens, and ensure that no animal hair escapes onto the common property;
- (k) Ensure that the animal is vaccinated against communicable diseases;
- (l) Ensure that the animal is appropriately identified by:
 - (i) Attaching a collar or tag to the animal's neck showing the name, address and telephone number of the animal's owner;
 - (ii) Microchipping and, if relevant, tattooing the animal; or
 - (iii) Other appropriate means;
- (m) Ensure that an animal that is on common property is under effective control by:
 - (i) Attaching an adequate chain, cord or leash to the animal and holding or securing it at all times; or
 - (ii) Carrying the animal when it is on common property; or
 - (iii) Other appropriate means;
- (n) Ensure that the animal is not left unattended on common property;
- (o) Ensure that the animal does not cause damage or unreasonable wear and tear to any building, structure, improvement, fixture or fitting, facility, service, lawn or garden on the common property or in a Home Unit;

- (p) Comply with any other terms and conditions contained within the Board's written approval; and
- (q) Comply with any other reasonable and lawful directions issued by the Board.

5. INDEMNITY

- 5.1 The Shareholder must indemnify and keep indemnified the Company and each of its Directors and Shareholders against any loss or damage arising from or in connection with:
- (a) A breach of this Pet Policy;
 - (b) Any damage caused to the Building because of the animal;
 - (c) Any damage caused to the personal property of a Shareholder or Resident because of the animal;
 - (d) Any injury caused by the animal to:
 - (i) Any other Shareholder, Resident, occupant or invitee on the Home Unit or the common property; or
 - (ii) Any other animal;
 - (e) The cost of cleaning the animal's faeces or other animal waste from any part of a Home Unit or the common property; and
 - (f) The keeping of the animal in or around the building
- 5.2 The Shareholder must release the Board and the Company from any cost, expense or losses arising out of or in connection with the keeping of the animal.

6. COMPLAINTS

- 6.1 In the first instance, any affected Resident or Shareholder is encouraged to discuss the matter with the Shareholder or Resident who owns the animal as they may be unaware of the problem and agree to take appropriate action to eliminate the problem.
- 6.2 If the problem persists, the affected person may make a complaint to the Board.
- 6.3 The complaint must:
- (a) Identify the Shareholder or Resident who owns the animal;
 - (b) Describe the animal;
 - (c) Detail the issue regarding the animal, including any specific incidents;
 - (d) Detail any steps the affected person has taken to resolve the issue directly with the Shareholder or Resident; and
 - (e) Describe the resolution or outcome the complainant is seeking.
- 6.4 Complaints will be investigated fairly and promptly.

- 6.5 Upon receipt of a complaint, the Board must investigate within a reasonable time frame.
- 6.6 The Board will work with the owner of the animal, the complainant and, where applicable, the Shareholder to resolve the matter through improved management strategies.
- 6.7 Where the issue persists despite attempts to resolve it, the Board may determine:
- (a) That a caution or warning be issued by the Managing Agent. This would generally apply to less serious complaints to draw the owner's attention to the matter and the need for corrective management; or
 - (b) A formal breach notice be issued by the Managing Agent under clause 8. This would generally apply to more serious complaints or persistent occurrence of a matter which was previously the subject of a caution or warning.
 - (c) That the cost of an action by the Managing Agent will be charged to the Shareholder.
- 6.8 The complainant is not required to comply with the obligations in clause 6.3 if there is a risk to the complainant's health and safety.

7. NUISANCE ANIMALS

- 7.1 Without limiting or prejudicing the Board's other powers and rights, where the issue fits the criteria for intervention by the City of Sydney (nuisance dogs and cats), the affected person or the Board may make a complaint to the Council.
- 7.2 The Council may require evidence or multiple accounts of the animal's behaviour. If the Council issues a nuisance order, the owner can be fined if they do not properly manage the animal's behaviour.

8. BREACH OF THIS PET POLICY

If the Shareholder or Resident breaches any term of this Pet Policy and fails to rectify that breach within 7 days (or such other period as specified in the notice) after service of a written notice from the Board requiring rectification of that breach, then the Company may:

- (a) Revoke its written approval to the keeping of the animal;
- (b) Rectify the breach;
- (c) Require the removal of any animal that creates unreasonable interference from the Building by a specified date;
- (d) Enter on any part of the Building, including the Home Unit, by its agents, employees, or contractors for the purposes of rectifying the breach or removing the animal; and
- (e) Recover from the Shareholder as a debt due all the Company's costs of the rectification and the expenses of the Company incurred in recovering those costs, including all legal and other third-party costs.

9. RELATIONSHIP WITH THE ARTICLES OF ASSOCIATION

- 9.1 This Pet Policy forms part of the House Rules pursuant to article 158 of the Company's Articles of Association.
- 9.2 The rights and obligations in this Pet Policy are additional to, and do not affect or detract from, the rights and obligations of the Company and the Shareholder under the Company's Memorandum and Articles of Association.
-

10. INTERPRETATION

- 10.1 Capitalised words have the same meaning in this Pet Policy as they do in the Company's Memorandum and Articles of Association.

- END OF POLICY -

ONSLOW GARDENS

ANNEXURE A

Application Form for Approval to keep a pet in a Unit of Onslow Gardens (A separate application must be made for each animal)

Shareholder details	Name: Home Unit number: Email address: Phone number:
Resident details (if not a Shareholder) <i>[only complete if applicable]</i>	Name: Email address: Phone number: Relationship to Shareholder: ☐ Tenant ☐ Boarder ☐ Other relationship: _____
Emergency contact details	Name: Phone number:
Animal details (If animal known complete all detail, if animal not known, fill in details as known)	Name: Type of animal and breed: Sex: Weight (Current/Full Grown): Registration number: Date de-sexed (Dogs and Cats): Date of last immunization: Is the animal restricted or has the animal ever been declared a nuisance, dangerous or menacing animal? ☐ No ☐ Yes: <i>(provide details)</i> _____ Refer to checklist for required attachments
Additional Questions for Dogs (Please provide answers in an attached document) Please note the Board requires a meeting with the Dog owner prior to Approval, unless waived.	How long have you owned the dog? Have you managed this dog or another dog in a home unit? Have you read the RSPCA Guide to Apartment Living for your Dog? What arrangements do you propose for: - Daily outdoor exercise - Managing the dog when you leave the dog alone in the unit - Controlling the dog outside the unit - Cleaning of foyers and common areas - Will a dog walker or another person be in control of the dog? - Will anyone else have a key to the building and unit?



ONslow GARDENS

Document checklist	Please provide: ☐ Latest immunisation certification ☐ Microchip certificate ☐ De-sexing certificate ☐ A recent photo of the animal ☐ Copy of Council Pet Registration Certificate ☐ If you are a tenant, written approval of the Shareholder ☐ For dogs only, provide answers to additional questions	
Your signature	Signature	
	Name	
	Date	

I/We (the Applicant) request the approval of the Board to the keeping of the animal described on the application form in my unit. I/we confirm that I/we:

1. Have read and understood the Regulation and Pet Policy.
2. Agree to abide by the Regulations and Pet Policy of Onslow Gardens Pty Ltd (the Company).
3. Understand that it is my/our responsibility as pet owners to monitor the noise from the pet, ensuring they do not unreasonably cause annoyance or disturbance to neighbours, maintain a high standard of cleanliness and sanitation at all times, cleaning and disposing of any animal waste within the lot or common property, maintain a high standard of preventative health care e.g. flea and worm treatment, and keep the pet under control at all times within the unit and common property.
4. Acknowledge that the Shareholder shall be liable for any damage to common property caused by the pet and shall pay the Company immediately for any costs incurred in rectifying this damage.
5. Accept that the Shareholder is full responsibility and indemnifies the Company for any claims by or injuries to third parties or their property caused by, or as a result of, actions by the pet.
6. Acknowledge that the consent of the Board of Onslow Gardens operates in respect of the nominated pet only and that any change of pet must be the subject of a separate application.



ON SLOW GARDENS

7. Acknowledge that in the event of a breach of this agreement the Board may withdraw any consent it has given me for the keeping of a pet. In these circumstances, the Board may require that the animal is removed from the building by a specified date.

8. Understand that dogs of a prohibited breed or declared dangerous must not be kept or brought into the common property or a unit.

Signed (Applicant):

Date:

Print name:

Where the signatory to this agreement is a tenant, this form must also be signed by the Shareholder as an indication that they give permission for an animal to be kept in their unit, or a separate letter can be provided.

Shareholder signature:

Date:

Print name:

Please forward your application to board@onslowgardens.com.au

- END OF ANNEXURE A

ONSLOW GARDENS

ANNEXURE B

Decision notification form

Shareholder and/or Resident name		
Home Unit number		
Animal details	Name	
	Description	
	Registration number	
Request date		
Decision date		
Decision	Outcome	☐ Approved ☐ Declined
	Reasons <i>(if declined)</i>	
Terms and conditions <i>(if blank, no additional terms and conditions have been stipulated by the Board)</i>		
Signed by a Director of the Company	Signature:	
	Name:	
	Date	

The Board will notify the applicant and Shareholder of the decision.

- END OF ANNEXURE B -



ANNEXTURE C:

PET APPROVAL DEED

BETWEEN:

ONSLOW GARDENS PTY LTD (A.C.N. 000 256 619)

(the **Company**)

AND:

[NAME OF SHAREHOLDER]

(the **Shareholder**)

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PET APPROVAL DEED

Between: **ONSLOW GARDENS PTY LTD** (A.C.N. 000 256 619) of Suite 1, Level 13, 12 Help Street, Chatswood NSW 2067

(the **Company**);

And: **THE SHAREHOLDER OF THE COMPANY** whose details are set out in Item 1 of the Schedule; the **Shareholder**).

RECITALS

- A. The Directors have passed a resolution pursuant to article 158 of the Memorandum and Articles of Association (the **Articles**) permitting the Shareholders and Residents of the Company to keep an animal in the Home Unit subject to the Directors' written approval and compliance with the rules contained in the pet policy (the **Pet Policy**).
- B. The pet owner (the **Pet Owner**) has requested that they be permitted to keep an animal in the Home Unit in accordance with the application form attached to this Deed as Annexure A (the **Application**).
- C. Following the Pet Owner's request, and relying on the information provided in the Application, the Company has determined to grant to the Pet Owner approval to keep the animal or animals as recorded in the decision notification form or forms attached to this Deed as Annexure B (the **Permitted Animal(s)**) on and from the date set out in the form (the **Approval Date**). The Pet Approval Deed must be signed by the shareholder before approval of any pet to be kept in the shareholder's unit.
- D. The parties enter into this Deed to record the Shareholder's obligations and the Company's rights in respect of the Permitted Animal(s).

This Deed **WITNESSES AS FOLLOWS**:

1. RIGHT TO KEEP ANIMAL IN THE HOME UNIT

- 1.1 The parties agree that the shareholder indemnifies the Company in respect to any animal kept in the shareholder's Unit or any animal bought onto the premises with the approval of the shareholder or any occupant of the Unit.

2. REGULATIONS AND PET POLICY

- 2.1 The Pet Owner must comply with the Pet Policy and all regulations issued by the Company under article 158 of the Articles.
- 2.2 This Deed does not in any way affect the rights that the Company has against the Shareholder, or the obligations that the Shareholder owes to the Company, under the Articles or any regulations issued by the Company under article 158 of the Articles.

3. TERMINATION

- 3.1 The parties agree that if:
 - (a) The Pet Owner breaches clause 2.1 of this Deed,

then the Company may, in its absolute discretion:

- (a) Immediately terminate this Deed by notice in writing to the Pet Owner; and
- (b) Take all necessary steps to remove the Permitted Animal(s) from the Home Unit.

3.2 Termination of this Deed does not release a party from any obligation that:

- (a) Accrued prior to termination and that remains to be performed under the terms of this Deed; or
- (b) Is, where the context indicates, intended to survive termination of this Deed.

4. INDEMNITY

To the maximum extent permitted by law, the Shareholder agrees to indemnify and keep indemnified and hold harmless the Company and its officers, employees, contractors and agents (the **Indemnified**) from and against any loss (including reasonable costs and expenses), damage or liability incurred or suffered by any of the Indemnified arising from or in connection with:

- (a) A breach of this Pet Policy;
- (b) A breach of any regulations issued by the Company under article 158 of the Article;
- (c) Any damage caused to the Building because of the Permitted Animal(s);
- (d) Any damage caused to the personal property of another occupant of the Building because of the Permitted Animal(s);
- (e) Any injury caused by the Permitted Animal(s) to:
 - (i) Any other Shareholder, occupant or invitee on the Home Unit or the common property; or
 - (ii) Any other animal;
- (f) The cost of cleaning the Permitted Animal's faeces or other animal waste from any part of a Home Unit or the common property; and
- (g) The keeping of the Permitted Animal in or around the Building.
- (h) The Shareholder must release the Directors and the Company from any cost, expense or losses arising out of or in connection with the keeping of the Permitted Animal(s).

5. GENERAL PROVISIONS

5.1 Construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this Deed.

5.2 No liability for loss

A party may exercise a right or remedy, or give or refuse its consent, in any way it considers appropriate (including by imposing conditions), unless this Deed expressly states otherwise.

5.3 Amendments

No amendment to this Deed binds the parties unless it is in writing, expressed to be supplemental to, or in substitution for, the whole or part of this Deed, and signed by the parties.

5.4 Non-exclusive rights

Any express statement of a right of a party under this Deed is without prejudice to any other right of the party that is expressly stated in this Deed or which arises by the operation of law.

5.5 Waiver

- (a) Any waiver of a term of this Deed must be in writing and is effective only to the extent that it is specifically set out in writing.
- (b) No failure, delay or forbearance by a party in exercising any right, power or privilege under this Deed, and no course of dealing among any of the parties, operates as a waiver of any right, power or privilege.
- (c) No waiver of any default on any one occasion constitutes a waiver of any subsequent or other default. No single or partial exercise of any right, power or privilege precludes the further or full exercise of that right, power or privilege.

5.6 Severance of invalid provisions

- (a) If any provision of this Deed (or part of a provision) is deemed or held to be illegal, invalid or unenforceable (an **Invalid Part**):
 - (i) This Deed is to be considered divisible and inoperative to the extent of the Invalid Part. In all other respects, this Deed remains in full force and effect; and
 - (ii) There must be added automatically a provision as similar as possible to the Invalid Part which is legal, valid and enforceable.
- (b) Should any provision contained in this Deed ever be reformed or rewritten by a judicial body of competent jurisdiction, the provision so reformed or rewritten is legally binding on all the parties.

5.7 Notices and service of notices

- (a) Any notice required in relation to this Deed must be in writing.
- (b) A notice will be deemed to be given and received:
 - (i) If given personally, immediately at the time and place of delivery;
 - (ii) If given by ordinary post, at 11am on the third day after posting in the place of delivery; or

- (iii) If given electronically, within one hour of confirmation, provided no notice of delayed or failed transmission is received by the sender.

5.8 Legal effect

Each party to this Deed intends the provisions of this Deed to be legally binding and enforceable.

5.9 Legal representation

The parties expressly acknowledge and agree that the solicitor who prepared this Deed acted as legal counsel to the Company only, and each other party has been strongly advised to seek and obtain their own independent legal advice on the terms and effect of this Deed before signing this Deed.

5.10 Independent legal advice

Each party acknowledges that:

- (a) It has had the opportunity to receive separate and independent legal advice before entering this Deed; and
- (b) If it has failed to obtain such advice it is not entitled to rely on such failure to not comply with this Deed. This is an essential term.

5.11 Parties

- (a) If a party consists of more than one person, this Deed binds each of them separately and any two or more of them jointly.
- (b) When a party has the right or is under an obligation to carry out an act under this Deed, that act may be carried out by that party, or any one or more of its employees, contractors, agents or representatives.

5.12 Execution

This Deed may be executed in any number of counterparts. The counterparts together will be taken to constitute the one and the same instrument. This Deed will have effect on execution by all parties of either this Deed or a counterpart of this Deed.

5.13 Governing law

This Deed is governed by, and must be construed in accordance with, the laws of New South Wales. The parties agree by their execution of this Deed to irrevocably submit to the jurisdiction of the courts of New South Wales for all matters arising under or about this Deed. Each party waives any right to object to an action being brought in the courts of New South Wales, including by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

6. INTERPRETATION

- 6.1 The Recitals are true and correct in every material way and form part of this Deed, but any fact or matter referred to in the Recitals that is inconsistent with any term appearing in this Deed must be read as subject to that term.

6.2 In this Deed, unless the context indicates a contrary intention:

- (a) Capitalised words have the same meaning in this Deed as they do in the Pet Policy and Articles;
- (b) Headings are for convenience only, and do not affect interpretation;
- (c) The plural includes the singular, and vice versa;
- (d) A reference to any gender includes every other gender;
- (e) If a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) A reference to a 'person' includes a reference to an individual, a body corporate (wherever incorporated), a body politic, an association of persons (whether incorporated or unincorporated), a partnership, a trust, a person in the capacity as a trustee, a person in the capacity as the Personal Representative of a person or a deceased estate, and a superannuation fund;
- (g) The 'Personal Representative' of a person means:
 - (i) in the case of a deceased person, the executor or administrator to whom probate or letters of administration has been granted, or any other person duly authorised to administer the estate of the deceased person; and
 - (ii) in other cases, any person who is duly authorised under any statutory enactment to administer or manage the affairs of the person where the person is incapable of managing their own affairs due to their age, mental or physical illness, disability or incapacity or for any other reason;
- (h) A reference to a 'business day' is a reference to any day that banks are open for business in Sydney, New South Wales, excluding weekends and public holidays;
- (i) A reference to an agreement or document (including this Deed) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Deed or that other agreement or document;
- (j) A reference to a 'document' includes an agreement in writing, and any certificate, notice, instrument and document of any kind;
- (k) A reference to a 'clause', 'Schedule' or 'Annexure', is a reference to a clause of, or a schedule or annexure to, this Deed;
- (l) A reference to a 'party' to this Deed (or another agreement or document) includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's Personal Representative); and
- (m) Reference to any statute, or any subordinate legislation or instrument includes all statutes, subordinate legislation or instruments amending, modifying, consolidating, re-writing, re-enacting or replacing them, and a

reference to a statute includes all subordinate legislation and instruments made under that statute.

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EXECUTED AS A DEED dated

20_____

EXECUTED as a deed by **ONSLow
GARDENS PTY LTD** (A.C.N. 000
256 619) by its duly authorised
officer(s):

Authorised Officer (Signature)

Name of Authorised Officer

Authorised Officer (Signature)

Name of Authorised Officer

**SIGNED, SEALED AND
DELIVERED** by **[INDIVIDUAL
SHAREHOLDER]** in the presence
of:

(Signature of witness)

(Name of witness)

[Name of Shareholder]

EXECUTED as a deed by
[COMPANY SHAREHOLDER]
(A.C.N. []) by its duly authorised
officer(s):

Authorised Officer

Name of Authorised Officer

Authorised Officer

Name of Authorised Officer

THE SCHEDULE

Item 1: Shareholder details

Name:

Address:

Home Unit:

Email:

Phone no:

Item 2: Resident details (if applicable)

Name:

Address:

Email:

Phone no:

Item 3: Approval Date

Date:

END OF SCHEDULE

END OF ANNEXURE C –