SP 57504 By Laws

Strata Schemes Management Act 1996

Tel: (02) 9417 2366

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Pursuant to the requirements of Strata Titles (Freehold Development) Act 1973 Sec 8 and the Strata Titles (Leasehold Development) Act 1973 Sec 7.

Model By-Laws – Residential Schemes 'LACEY ON REGENT' 199 REGENT STREET, REDFERN 2016

1 Noise

An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

2 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the Owners Corporation.

3 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the written approval of the Owners Corporation:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the written approval of the Owners Corporation.
- (2) Any approval given by the Owners Corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot; or
 - (b) any screen or other device to prevent entry of animals or insects on the lot; or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

- (5) Despite Section 62, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause (3) that forms part of the common property and that services the lot.

6. Behaviour of owners and occupiers

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

7 Children playing on common property in building

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

8. Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

9. Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material except with the written approval of the Owners Corporation.

10. Drying of Laundry items

An owner or occupier of a lot must not, except with the written approval of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the Owners Corporation for the purpose and there only for a reasonable period.

11 Cleaning windows and doors

- (1) An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property, unless:
 - (a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
 - (b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.
- (2) If any glass is not required to be kept clean by the owner or occupier of a lot because of subclause (1), the Owners Corporation must keep that glass clean.

12. Storage of inflammable liquids and other substances and materials

- (1) A owner or occupier of a lot must not, except with the written approval of the Owners Corporation, use or store on the lot or on the common property any inflammable chemical, liquid or glass or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

13 Moving furniture and other objects on or through common property

- (1) An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- (2) An Owners Corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.
- (3) If the Owners Corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

14 Floor coverings

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier or another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

15. Garbage disposal

- (1) An owner or occupier of a lot in a Strata Scheme that does not have shared receptacles for garbage, recyclable material or water:
 - a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

16. Keeping of animals

- (1) Subject to section 49(4), an owner or occupier of a lot must not, without the written approval of the Owners Corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.
- (2) The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

17 Appearance of lot

- (1) The owner or occupier of a lot must not, without the written approval of the Owners Corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in. keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article referred to in By-Law 10.

18 Change in use of lot to be notified

An occupier of a lot must notify the Owners Corporation if the occur changes the existing use of the lot in a way that may affect the insurance premiums for the Strata Scheme (for example, if the change of use results in a hazardous activity being vcarried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.)

19. Provision of amenities or services

- (1) The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to the common property or one or more of the lots, or to the Owners Corporation or the owners or occupiers of one or more of the lots:
 - (a) window cleaning,
 - (b) garbage disposal and recycling services
 - (c) electricity, water or gas supply
 - (d) telecommunication services (for example, cable television).
- (2) If the Owners Corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note: Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

SPECIAL BY-LAWS (Registered on Title)

(1) Hours and use and behaviour about common areas, in particular, recreational facilities:

- 1.1 The recreational facilities may only be used by owners or occupiers of lots or their invitees between the hours of 7.00 am and 9.00 pm or any other hours as may be determined by the Owners Corporation.
- 1.2 An owner or occupier of a lot must not use or permit to use any recreational facilities area for the purposes of noisy or hazardous activities.
- 1.3 The Executive Committee of the Owners Corporation may make such rules or regulations relating t the recreational facilities as it may determine from time to time.

(2) Windows

- 2.1 No name, writing, drawing, signboard, plate, placard, signal, advertisement or illumination may be inscribed or exposed on or at any window or other part of any residential apartment without the approval in writing of the Owners Corporation.
- 2.2 No article may be projected out of any window or over any balcony, without the approval in writing of the Owners Corporation.
- 2.3 An owner or occupier of a lot must keep clean all glass in windows, doors and balustrading on the boundary of his or her lot, 8including so much as is common property and must promptly report any breakages to the Owners Corporation.
- 2.4 No curtain may be hung in any window of a lot that faces a street or public area unless it has a backing in a neutral colour such as white, off-white or grey or any other colour that may be aproved by the Owners Corporation.

Ref: AD/MISC-ByLawsLaceyonRegent

UserID: mark DociD: Entry#: 701927 Srce: L Client#: Recvd: Wed, 24-Sep-2003 Page: 1/3 Req:RD627044 /Doc:DL 7185962 /Rev:03-Nov-2000 /Sts:NO.OK/Prt:24-Sep-2003 11:12 /Pgs:3 /Ref:a /Src:F 185962Y 97-15CB CHANGE OF BY-LAWS Licence: 10V/0779/97 **New South Wales** Edition: 9907 Strata Schemes Management Act 1996 Real Property Act 1900. TORRENS TITLE For the common property CP/SP57504 LODGED BY CODE LTO Box Name, Address or DX and Telephone 165P DAVID LE PAGE, SOLICITOR PO BOX 7144, McMAHONS POINT 2060 DX 10515 NORTH SYDNEY DLP: 99.7754 Reference (optional): (C) The Owners-Strata Plan No certify that pursuant to a resolution passed on 25/10/1999 57504 24/07/2000 and in accordance with the provisions of-(D) • section 54 of the Community Land Management Act 1989 of the Strata Schemes (Freehold Development) Act 1973 section · section of the Strata Schemes Management Act 1996 of the Strata Schemes Adjudicator order No · order No of the Strata-Schemes Board the by-laws are changed as follows-(E) Repealed by-law No Special By-Law 1, Special By-Law 2 and Special By-Law 3 Added by-law No Amended by-law No Special By-Law 1 as fully set out below. SPECIAL BY-LAW 1. 1. In this by-law, "goods lift" includes the lift cabin, doors, internal fittings and furnishings, controls, lights, display panels, operating equipment and machinery and electrical circuitry in or serving solely the goods lift. On the conditions set out in this by-law, the owners for the time being of Lots 112 and 113 ("the owners") shall have jointly a right of exclusive use and enjoyment of the goods lift. (See annexure hereto) The common seal of the Owners-Strata Plan No was affixed on Common Signature(s): Seal Name(s): being the person(s) authorised by section 238 of the Strata Schemes Management to attest the affixing of the seal. (G) - COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996 Council has approved the change of by-laws set out herein. -I cortify that Signature of authorised officer:

All handwriting must be in block capitals. A set of notes on this form (97-15CB-2) is available from the Land Titles Office.

Page 1 of 3

Checked by (LTO use):

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STRATA SCHEME NO 57504

ANNEXURE TO NOTIFICATION OF CHANGE OF BY-LAWS

Conditions:-

- 1. The owners must maintain the goods lift in a state of good and serviceable repair, must renew or replace it whenever necessary, and must comply with any notice or requirement of a statutory authority pertaining to the goods lift.
- 2. The owners must maintain a comprehensive lift maintenance agreement in respect of the goods lift and must allow and require regular servicing and repair of the goods lift according to the agreement. Whenever reasonably requested by the Owners Corporation, the owners must furnish evidence of the currency of the agreement and of the servicing of the goods lift according to the agreement.
- 3. The owners must indemnify the Owners Corporation against any liability or expense in respect of:
 - i. Any requirement of a statutory authority as to the goods lift;
 - ii. Disrepair or malfunction of the goods lift,

however this condition shall lapse upon subrogation in favour of the Owners Corporation's insurer.

4. The owners must pay to the Owners Corporation a sum equal to two thirty-third parts of the total per annum energy account of the Owners Corporation, by way of payment for the cost of operating the goods lift.

SPECIAL BY-LAW 2.

i. Special By-Law No.1 made at the Annual General Meeting on 25 October 1999 is amended by the deletion of "Lot 112".

SPECIAL BY-LAW 3.

- i. In this By-Law "cooling tower" means the cooling tower which services the air-conditioning units in Lot 112 and 113 and includes the cooling tower and all associated pipework and duct work connecting the cooling tower to the air-conditioning units in Lot 112 and 113.
- ii. On the condition set out in the by-law, the owners for the time being of Lot 112 and 113 shall have jointly the right of exclusive use and enjoyment of the cooling tower.

Conditions:-

i. The owners must maintain the cooling tower in a state of good and serviceable repair and must renew or replace whenever necessary.

THIS is page 2 of a total of 3 and is the annexure to the Change of By-Laws form by THE OWNERS – STRATA PLAN NO 57504.

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 57504 was affixed on the day of the day of

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal. Srce: L Client#: UserID: mark DocID: Recvd: Wed, 24-Sep-2003 Entry#: 701927 Page: 3.

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ii. The owners must maintain a comprehensive maintenance agreement in respect to the cooling tower and must regularly service it. Whenever reasonably requested by the Owners Corporation, the owners must furnish evidence of the currency of the maintenance agreement.

iii. The owners of Lot 112 and 113 must pay 30% and 70% of the maintenance and running costs respectively.

THIS is page 3 of a total of 3 and is the annexure to the Change of By-Laws form by THE OWNERS – STRATA PLAN NO 57504.

RATION

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 57504 was affixed on the day of 2000 in the presence of

Names:
Signatures:

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal. Srce: L. Client#: UserID: mark DocID: Recvd: Wed, 24-Sep-2003 Entry#: 701933 Page: 2/

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STRATA SCHEME NO 57504 ANNEXURE TO NOTIFICATION OF BY-LAWS

SPECIAL BY-LAW 4.

On the conditions set out in this by-law, the owner of Lot 114 ("the owner") shall have a special privilege in respect of the common property to undertake, and thereafter to maintain for his exclusive enjoyment, the construction of a single dwelling on the Sixth Floor of the building in accordance with plans and drawings approved by South Sydney City Council (reference: UOI-0422/JJU/GJC/321266) The undertaking of these works is referred to in this by-law as "the works".

Conditions:-

Before the works

- 1. Before starting the works, the owner must provide the Owners Corporation with:-
 - (i) A copy of any requisite approval of South Sydney City Council and Sydney Water, including all drawings, specifications, conditions and notes;
 - (ii) A copy of the construction certificate for the works, under Part 4A of the Environmental Planning and Assessment Act 1979;
 - (iii) A copy of the certificate of insurance relating to the works pursuant to Section 92(2) of the Home Building Act 1989;
 - (iv) Evidence of currency for the duration of the works of Contractors' All Risks insurance cover in an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury accident and damage occurring in the course of or by reason of the works), to which the owner is a named party;
 - (v) A bond of \$20,900 (if requested in writing by the Owners Corporation), which may be used by the Owners Corporation according to Condition 9;

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Common

Seal

THIS is page 2 of a total of 6 and is the annexure to the Change of By-Laws form by THE OWNERS – STRATA PLAN NO 57504.

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 57504 was affixed on the Lay of 2002 in the presence of

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

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- A certificate from a duly qualified structural engineer, in favour of the (vi) Owners Corporation, that the works will not affect the structural integrity of the building or any part of it;
- Copies of Workers' Compensation policies held by the owner's builder; (vii) and
- (viii) Notice in writing of the date of commencement of the works.

The Works

- 2. In undertaking the works, the owner must by himself, his agents, servants and contractors:-
 - (i) Use best-quality and appropriate materials, in a proper and skilful manner;
 - (ii) Comply with all conditions and requirements of South Sydney City Council:
 - Comply with the Building Code of Australia and all pertinent Australian (iii) Standards:
 - (iv) Comply with the terms of any approval given by the Owners Corporation under this by-law;
 - (v) Comply with the requirements of any building consultant or engineer engaged by the Owners Corporation to supervise or to inspect the works, for the purpose of ensuring compliance with the provisions of this condition:
 - (vi) Not allow the obstruction of reasonable use of the common areas of the strata scheme in the course of the works, by building materials, tools, machines, debris or motor vehicles;
 - Give to the residents of other lots in the building not less than 24 hours (vii) notice of any demolition work or work involving the use of percussion tools; and

THIS is page 3 of a total of 6 and is the annexure to the Change of By-Laws form by THE OWNERS - STRATA PLAN NO 57504.

THE COMMON SEAL of THE OWNERS - STRATA PLAN NO 57504 was affixed on the L day of MA 2002 in the presence of

Names:-Signatures:-

being the persons authorised by Section 238 of the Strata Schemes

Management Act 1996 to attest the affixing of the seal.

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(viii) Comply with the requirements of the Owners Corporation concerning the means of entering and leaving the building for tradesmen, building materials, tools and debris.

Any additional works undertaken under paragraph (v) shall form part of the works for the purposes of this by-law.

- 3. The owner must commence the works before the expiry of six months after the later of the making of this by-law and the grant of development consent to the works, and the Owners Corporation may revoke the right to undertake the works conferred by this by-law without liability to the owner if the owner has not commenced the works by then.
- 4. The owner may not vary the works except in accordance with the written approval of the Owners Corporation and South Sydney City Council.

After the Works

Signatures:

- 5. After completion of the works, the owner must provide the Owners Corporation with a copy of the compliance certificate for the works, under Part 4A of the Environmental Planning & Assessment Act 1979.
- 5a. The owner must provide the Owners Corporation with diagrams, certified as correct and accurate by the relevant contractors, of all services installed or altered in the course of the works, including plumbing, sewerage, air-conditioning and electrical circuitry.
- 5b. i. The owner, within fourteen days of completion of the works and of any further works required to place the dwelling in complete and habitable condition, must pay a licence fee to the Owners Corporation for his use of the common property for the purposes of the works.
 - ii. The licence fee shall be:
 - Nil dollars per week for the first six months following commencement of work;
 - \$1,000 per week for the two months immediately thereafter;
 - \$2,000 per week thereafter, until completion.
 - iii. The owner authorises the Owners Corporation to apply the monies at its discretion to the payment of compensation to the owner or occupier of any lot

THIS is page 4 of a total of 6 and is the annexure to the Change of By-Laws form by THE OWNERS – STRATA PLAN NO 57504.

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 57504 was affixed on the 16 day of May 2002 in the presence of

being the persons authorised by Section 238 of the Strata Schemes

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal. Common

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inconvenienced or caused damage or loss by the works.

Maintenance

- 6. Subject to any amendment of the by-laws from time to time and to any resolution of the Owners Corporation under Section 62(3) of the Strata Schemes Management Act 1996, The Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
- 7. The owner must maintain the improvements constructed in the course of the works in a state of good and serviceable repair, and must renew or replace them whenever necessary. The owner must maintain the improvements so as to preserve the consistency of their appearance with the appearance of the rest of the building.

Damage

8. The owner must repair promptly any damage caused or contributed to by the works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another lot in the strata scheme.

Bond

- 9. The Owners Corporation may apply all or any part of the bond to remedying, for its benefit or the benefit of an owner or occupier of another lot in the strata scheme, a breach on the part of the owner of an obligation under this by-law. It may do so without prejudice to any other right that may arise by reason of the breach.
- 10. Should the Owners Corporation use all or any part of the bond, the owner on request by the Owners Corporation must pay to the Owners Corporation a further bond, equal to the amount of the bond used by the Owners Corporation. The further bond may be used by the Owners Corporation as though it formed part of the original bond.
- 11. The Owners Corporation must pay any residue of the bond to the owner within 7 days of receipt from the owner of the compliance certificate.
- 12. The Owners Corporation may release all or any part of the bond to the owner before receipt of the compliance certificate.

THIS is page 5 of a total of 6 and is the annexure to the Change of By-Laws form by THE OWNERS – STRATA PLAN NO 57504.

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 57504 was affixed on the day of may 2002 in the presence of

Names: MAN J. JONAL Signatures: 7

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

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Indemnity

13. The owner must indemnify the Owners Corporation against any liability or expense which would not have been incurred if the works had not been undertaken. For the purposes of this condition, the certificate of the Owners Corporation's insurer will be conclusive evidence of the fact and of the amount of any increase in an insurance premium or excess payable by the Owners Corporation and attributable to the works.

Insurance

- 14. The owner must apply the proceeds of a claim in respect of insurance referred to in-Condition 1.(iii) to the repair or completion of the works, or to reimbursement for their prior repair or completion.
- 15. The Owners Corporation at its option may make and conduct any claim against an insurer in respect of insurance referred to in Condition 1.(iii) or 1.(iv).
- 16. The owner appoints the Owners Corporation its attorney for the purposes of Conditions 14 and 15, and at the request of the Owners Corporation will do any act required to give effect to this authority.

Costs

17. The owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making, registration, implementation and enforcement of this by-law, including legal expenses and the expenses of any building consultant or engineer engaged by the Owners Corporation under Clause 2.(v).

Assignment

18. The right to undertake the works conferred by this by-law is personal to Core Sites Pty Limited, and may not be assigned to and shall not enure for the benefit of any other person without the prior consent in writing of the Owners Corporation, which may be withheld entirely at its own discretion and without giving any reason therefore.

THIS is page 6 of a total of 6 and is the annexure to the Change of By-Laws form by THE OWNERS – STRATA PLAN NO 57504.

THE COMMON SEAL of THE OWNERS - STRATA PLAN NO 57504 was affixed on the 6 day of 2002 in the presence of

Names:— A South Signatures:— A Signa

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



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STRATA SCHEME NO 57504 ANNEXURE TO NOTIFICATION OF BY-LAWS

SPECIAL BY-LAW 5

On the conditions set out in this by-law, the owner for the time being of lot 72 ("the owner") shall have a right of exclusive use and enjoyment of the carspace designated 117 in the plan annexed to and forming part of this by-law ("the carspace").

Conditions

- 1. The owner may not use or allow the use of the carspace for any purpose except the parking of a motor vehicle or motor cycle.
- 2. The owner must maintain the carspace in a state of good and serviceable repair, and must keep it clean, tidy and free of grease and oil.

SPECIAL BY-LAW 6

On the conditions set out in this by-law, the owner for the time being of lot 83 ("the owner") shall have a right of exclusive use and enjoyment of the carspace designated 116 in the plan annexed to and forming part of this by-law ("the carspace").

Conditions

- 1. The owner may not use or allow the use of the carspace for any purpose except the parking of a motor vehicle or motor cycle.
- 2. The owner must maintain the carspace in a state of good and serviceable repair, and must keep it clean, tidy and free of grease and oil.

THIS is page 2 of a total of 2 and is the annexure to the Change of By-Laws form by THE OWNERS – STRATA PLAN NO 57504.

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 57504 was affixed on the day of 2002 in the presence of

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

Client#: UserID: mark DocID: Recvd: Wed, 24-Sep-2003 Entry#: 701931 Srce: L Req:RD627046 /Doc:DL 8748327 /Rev:16-Jul-2002 /Sts:SC.OK/Prt:24-Sep-2003 11:13 /Pgs:3 /Ref:a /Src:F SHOWING THE POSITION OF 3 CARSPACES TO BE USED FOR EXCLUSIVE USE PURPOSES . ON BASEMENT LEVEL WITHIN STRATA PLAN 57504 AT PROPERTY KNOWN AS 199 REGENT STREET REDFERN SKETCH - NOT TO SCALE Pr Lot 37 COMMON NORTH PROPERTY PT LOT UFTS 68 PT LOT DINICAOJ 95 تحبا 4م Doox 63 F. WT Prior 99 105 Plan 112 pr Lar PT LOT 52 112 et ur fr Lor لهد رصد Prlot 44 45 53 42 Pr Lor 61 Pr Lor VEHICULAR 62 ACCESS TO COPE ST. -> DRIVEWAY PT LOT 102 in carspace 2 KERB CARSPACE ! CONCRETE 3 COMMON PROPERTY NORTH EXISTING BASEMENT CARSPACES NOTE: DIMENSIONS SHOWN ARE IN METRES COPLAND C. LETHBRIDGE Date 12 TH SEPTEMBER 2001 Registered Surveyor
BEE & LEI HEHRIDGE PTY, LTD. CONSULTING SURVEYORS

Reference: 9932

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STRATA SCHEME NO 57504 ANNEXURE TO NOTIFICATION OF BY-LAWS

SPECIAL BY-LAW 7.

The by-law which confers upon the owner of Lot 113 a right of exclusive use and enjoyment of the goods lift is repealed.

THIS is page 2 of a total of 2 and is the annexure to the Change of By-Laws form by THE OWNERS - STRATA PLAN NO 57504.

Common

THE COMMON SEAL of THE OWNERS - STRATA PLAN NO 57504 was affixed on the 01 day of 2002 in the presence of

Signatures:-

being the persons authorised by Section 238 of the Strata Schemes

Management Act 1996 to attest the affixing of the seal.

Special By-Law &

An owner or occupier of a lot must not install a screen at or near the edge of the balcony of the lot that replaces or supplements the original balcony railings except under the following conditions:

- (a) The lot balcony is at or near street level and readily accessible by potential intruders;
- (b) Any screen that is installed conforms to the specifications laid down by the Executive Committee for such screens;
- (c) The screen is installed in a competent and proper manner;
- (d) Any approvals required by any Council or statutory authority are obtained by the owner or occupier;
- (e) Despite Section 62, the owner or occupier of a lot at his or her own cost must:
 - (i) Maintain and keep in a state of good and serviceable repair any screen installed such that it forms part of the common property;
 - (ii) Replace the original balcony railings if any such screen is removed:
 - (iii) Repair any damage caused to any part of the common property by the installation or removal of any such screen.

This is page 2 of a total of 2 and is the annexure to the Change of By-Laws form by

THE COMMON SEAL of THE OWNERS - STRATA PLAN NO. 5750

was affixed on the 21 October 2005 in the presence of:

Name: ANDREW BERTIE

Signature:

THE OWNERS - STRATA PLAN NO. 57504

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

Annexure A

Special By-Law 9 - Raising Ceilings in Bathrooms

Part 1: Preamble-Introduction:

- 1. This is a by-law made under the provisions of Sections 52 and 65A of the Strata Schemes Management Act 1996.
- 2. The effect of the by-law is to grant the Owner of the lots specified in the Schedule permission to perform work to raise the ceilings in the bathrooms up to 300 mm, subject to the conditions specified in the by-law.
- 3. So far as the works involve any alteration, improvement or enhancement of the common property this by-law records the approval of the Owners Corporation in terms of Section 65A and the obligation of the Owner to maintain those works in a state of good and serviceable repair.

Part 2: Definitions & Interpretation:

In this by-law:

- 1. "Owner" means the Owner from time to time of Lot specified in the Schedule; and
- 2. "Schedule" means the owner of each of Lots 77, 90, 92 and 107.
- 3. "Works" means the work to raise the ceiling in the bathroom up to 300mm.

Part 3: Grant of Special Privilege in respect of the Common Property

On the conditions set out in this by-law, the Owner shall have a special privilege in respect of the common property to carry out and thereafter to maintain the Works.

Part 4: Conditions required before the Works commence

Before commencing the Works, the Owner must provide the Owners Corporation with a Certificate of Currency for the duration of, and for a period of no less than 12 months following completion of, the Works, of Contractors' All Risks insurance cover taken out with a reputable insurer (incorporating cover of at least ten million dollars (\$10,000,000.00) against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works), to which the Owners Corporation is noted as an interested party.

Part 5: Performance of the Works

- 1. In carrying out the Works, the Owner undertakes that the Owner will,
 - a) Comply with the terms of approval given by the Owners Corporation under this by-law.
 - b) Comply with the Building Code of Australia and relevant Australian Standards.
- 2. Subject to any extension necessitated by reasons beyond his control (such as bad weather or other exception provided for in the building contract), the Owner must complete the Works within one week of commencement.
- 3. The Owner may not vary the Works except in accordance with the written approval of the Owners Corporation.
- 4. The Owner must ensure the Works are undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.
- 5. The Owner must repair promptly any damage caused or contributed to by the Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another lot in the strata scheme.
- 6. The Owner must not perform the Works or allow them to be carried out except between the hours of 8 AM and 5 PM Monday to Friday inclusive, Saturday 8 AM to Noon (excluding in each case public holidays) or during such other times as may be approved by the Owners Corporation.

Part 6: Maintenance of the common property.

- 1. The Owner must maintain the Works and all associated additions in a state of good and serviceable repair.
- 2. The Owner must renew or replace the Works and all associated additions whenever necessary and must repair promptly any damage caused or contributed to by such work including damage to the property of the Owners Corporation and the property of the owner or occupier of another lot in the strata scheme.
- 3. Subject to the terms of this by-law, any subsequent by-law or any special resolution of the Owners Corporation under Section 62(3) of the Strata Schemes Management Act 1996 not to maintain a particular item of property, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the balance of the common property.

Part 7: Indemnity & Costs

- 1. The Owner indemnifies the Owners Corporation against any liability or expense arising out of the Works or the use, renewal, repair or replacement of the Works.
- 2. Should the Owners Corporation be required to carry out work as specified in Section 65 of the Strata Schemes Management Act 1996 the Owner indemnifies the Owners Corporation against any liability or expense for damage to the improvements installed in the course of the Works.
- 3. The Owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making and registration of this by-law, including reasonable legal costs.

Part 8: Breach of a term of the by-law

- 1. If the Owner fails to carry out his obligations under this by-law, the Owners Corporation may in writing request the Owner to comply with the terms of it.
- 2. Without prejudice to the other rights of the Owners Corporation, where the Owner fails or neglects to carry out any conditions referred to herein, then the Owners Corporation or its agents, servants or contractors may carry out such condition and may (in accordance with the provisions of the Strata Schemes Management Act 1996) enter upon any part of the parcel for that purpose at any reasonable time on notice given to any occupier or owner of any part of the parcel and may recover the cost of fulfilling such conditions as a debt from the Owner.

STRATA SCHEMES MANAGEMENT ACT 1996 CONSENT TO BY-LAW

TO: The Secretary The Owners - Strata Plan No

AND: The Registrar-General Office of Land and Property Information SYDNEY

In accordance with Sections 52(1) (a) & 65	5A (4) of the Strata Schemes M	anagement Act 1996
I/We,		8
being the Owners of Lot No	in Strata Plan No 57504 h	ereby consent to the making of a b
law conferring special privileges upon the	e Owner for the time being of	the said lot to perform works that
include the alteration and enhancement of	of the common property: such !	ov-law to be made by the Owners
Corporation at a General Meeting to be co	onvened on the of	2010 or at an
adjournment of that meeting.		2020 of actual

SIGNATURES OF OWNER(S)

DATED: day of 2010

Annexure A

Special By-Law 10 - Air Conditioning

Part 1: Definitions & Interpretation

In this by-law

- 1. "Air Conditioner" means any air conditioner condenser, pipes, wires, cables, any fan coil unit and ancillary ducting or controls and other related parts comprised in an air-conditioning system serving a lot.
- 1. "Council" means the State or Local Government Body or Planning Authority with authority to determine applications under the Environmental Planning & Assessment Act 1979.
- 2. "Statute" means any statute, regulation, proclamation, ordinance or by-law of the Commonwealth of Australia or the State of New South Wales and includes all statutes, regulations, proclamations, ordinances or by-laws varying consolidating or replacing them and all regulations, proclamations, ordinances and by-laws issued under that statute.
- 3. All parts of this by-law are to be considered in the interpretation of it.

Part 2: Terms

An owner of a lot must not install, attach or affix any air conditioner to serve his lot {or allow such air conditioner to be installed, attached or affixed}, nor may any owner keep any air conditioner to serve his lot; otherwise than in compliance with the following terms and conditions.

Part 3: Conditions: Prior to Installation & Installation

- 1. No air conditioner shall be installed in a window.
- 2. Prior to installing any air conditioner an owner must:
 - a. Provide the Owners Corporation with a copy of any *requisite* approval of Council, including all conditions of approval, drawings and specifications.
 - b. Obtain the written approval of the Owners Corporation to the size, performance specifications, colour and type of the proposed unit, and its location and manner of installation (including the application of acoustic dampeners and screens (or other requirements) to minimise the visibility of any component of the unit). For this purpose, the owner must, if requested in writing by the Owners Corporation, present drawings and specifications of the proposed installation to the Owners Corporation.

- c. Provide the Owners Corporation:
 - with certification from a licensed electrician that the relevant common property electricity supply and the circuit board and wiring serving the lot all have the capacity to cater for the additional load; or
 - ii. With specifications from a licensed electrician of the necessary changes to the relevant common property electricity supply and the circuit board and wiring serving the lot both to cope with the additional load.
- 3. In installing an air conditioner, an owner must:
 - a. If applicable, comply with all conditions of approval required by Council.
 - b. Comply with the terms of this by-law and any additional conditions of approval required by the Owners Corporation.
 - c. Comply with the manufacturer's specifications.
 - d. Have the installation, including any necessary changes to the relevant common property electricity supply and the circuit board and wiring serving the lot, carried out by an appropriately licensed and insured tradesman in a proper and skilful manner and in compliance with all applicable Building Codes and other applicable Statutes.
 - e. Notify other residents in writing of the period of installation during which noise may create a nuisance.
 - f. Perform the installation in such a way as to cause minimum disturbance or inconvenience to the lots or the common property or their occupiers and owners. Pedestrian or vehicular access throughout the complex shall not be obstructed by building materials, refuse or contractors vehicles. All areas of common property adjacent to the works, or used for or in relation to the works, are to be kept in a clean and tidy state while the works are being carried out, and duly after completion of the works.
 - g. Ensure that condensation and run-off are drained through lines to existing drains or pipes.
 - h. Conceal electrical and coolant lines from view, as far as possible.
 - i. Ensure that none of the works encroaches onto an adjoining lot.
 - j. Ensure that any penetration of the common property or fire rated element is sealed in accordance with the Building Code of Australia and relevant Australian Standards.

Part 4: Conditions: Keeping & Using an Air Conditioner

- 1. An owner or occupier must not use an air conditioner in breach of the Protection of the Environment Operations Act 1997 or any other applicable Statute.
- 2. An owner or occupier must not use an air conditioner if its use generates noise, condensation, vibration or heat that interferes unreasonably with the use and enjoyment of another lot by the owner or occupier of it or of the common property by any person entitled to use it.
- 3. If required by the Owners Corporation (acting reasonably) an owner will perform remedial works to mitigate noise, condensation, vibration or heat, or remove a unit.
- 4. An owner must maintain the air conditioner serving his lot in a state of good and serviceable repair at all times and must renew or replace it when necessary.
- 5. For the purpose of this by-law any air conditioner shall remain the property of the owner of the lot installing it or the owner of the lot served by it, whether or not it is installed by that owner.
- 6. An owner of a lot served by an air conditioner, at his own cost, must repair any damage to the common property or the property of the owner or occupier of another lot occurring in the installation, maintenance, replacement, repair or renewal of an air conditioner.
- 7. An owner may remove an air conditioner but must do so at his expense and in a workmanlike manner. An owner must ensure that after an air conditioner is removed the common property is restored as close to its original state as practicable and in such fashion that the risk of future damage to the common property (arising from the installation and subsequent removal of the air conditioner) is minimised.
- 8. If an owner fails to carry out his obligations under this by-law after being requested in writing to do so, the Owners Corporation will be entitled pursuant to the provisions of Section 63(3) of the Strata Schemes Management Act 1996 to carry out the work and recover the costs from the owner as a debt.
- 9. The terms of this by-law, where applicable, apply to any replacement air conditioner unit and air conditioning units already installed within the scheme.
- 10. The terms of this by-law constitute the approval of the Owners Corporation in terms of By-law 5 (damage to common property) and By-law 17 (Appearance of Lot) of the By-laws in the Residential Model By-laws in the Strata Schemes Management Regulations being the by-laws applicable to the strata scheme.

Annexure A

<u>Special By-Law 11 - Electronic Communication of Notices of Meetings & Other</u> <u>Documents</u>

Part 1: Introduction

- 1. The Strata Schemes Management Act 1996 sets out the means by which an Owners Corporation may serve documents on the owner of a lot.
- 2. The Electronic Transactions Act 2000 provides a regulatory framework to facilitate the use of electronic transactions and to determine the time of dispatch and receipt of an electronic transaction.
- 3. The purpose of this by-law is to provide for the service of Notices of Meeting and other documents by email.

Part 2: Definitions & Interpretation

- 1. "Electronic Communication" has the meaning given in the Electronic Transactions Act 2000.
- 2. "Email" means electronic mail.
- 3. "Information System" means a system for generating, sending, receiving, storing or otherwise processing electronic communications.
- 4. "Notice" means notice of a General Meeting, Executive Committee Meeting or other document
- 5. "Notification of an Email Address" means notification that complies with the requirements of Part 4 of this by-law.
- 6. Words defined in the Strata Schemes Management Act 1996 have the meaning given to them under that Act.
- 7. All Parts of this by-law including the Introduction are to be considered in the interpretation of it.

8. Part 3: Terms

- 1. The Owners Corporation may in accordance with the terms of this by-law give an owner Notice by Email.
- 2. Notice by Email may only be given if:
 - a. An owner has consented to Electronic Communication by giving the Owners Corporation Notification of an Email Address for the service of Notices; and
 - b. The Notice is sent to that address, and
 - i. If the Notice concerns a General Meeting such Notice is received at least seven clear days before the General Meeting the subject of the Notice is to be held; or
 - ii. If the Notice concerns a meeting of the Executive Committee such Notice is received at least 72 hours before the Meeting the subject of the Notice is to be held.
- 3. The time of receipt of an electronic communication is the time the electronic communication enters the information system of the addressee.

Part 4: Notification of an Email Address

- 1. An owner must provide the following particulars to constitute Notification of an Email Address:
 - a) Owners name.
 - b) Owner's lot number.
 - c) Owner's email address.
 - d) Confirmation that the Owner consents to electronic service.
- 2. Nothing in this by-law:
 - Affects the obligation upon an owner to give notice under the provisions of section 118 (Notice to be Given to Owners Corporation of Right to Cast a Vote at Meeting); or
 - b) Limits the capacity of the Owners Corporation to give Notice to an owner under any other provision of the Strata Schemes Management Act 1996.

STRATA SCHEME NO 57504 ANNEXURE TO NOTIFICATION OF CHANGE OF BY-LAWS

SPECIAL BY-LAW NO. 12

The Owners Corporation having given authority pursuant to s.65A(1) of the *Strata Schemes Management Act* 1996, to the owners of Lot 109 to construct a steel-framed pergola, to penetrate a common property wall and to install plumbing, and to attach greenwall cells with planter boxes and irrigation to a common property wall, the owner from time to time of Lot 109:

- shall be responsible for the ongoing maintenance of the alterations and additions to the common property undertaken pursuant to the Owners Corporation's authority;
- (b) shall be responsible to keep the alterations and additions in good and serviceable repair, and to renew or replace them when necessary;
- (c) must indemnify the Owners Corporation in respect of any expense, liability or claim for any damage or loss arising out of the undertaking, use, condition, maintenance, repair, renewal, replacement or removal of the alterations and additions, including any liability in respect of the alterations or the additions under s.65(6) of the *Strata Schemes Management Act* 1996; and
- (d) must comply at their own expense with any requirement, notice or order concerning the alterations or the additions, of the local Council or of any Court or Tribunal having jurisdiction;
- (e) not exceed the pot-loads approved by the Owners Corporation's engineer prior to installation; and
- (f) use species of plants without an invasive root structure and which do not self-sow, and supply details of the plants to the Owners Corporation before planting.

Schedule of Conditions

In this Schedule:

- (a) the alterations of and additions to the common property are referred to as "the works";
- (b) the owners of Lot 109 are referred to as "the owner".

THIS is page 2 of a total of 5 and is the annexure to the Change of By-Laws form by THE OWNERS — STRATA PLAN NO 57504.

THE COMMON SEAL of THE OWNERS - STRATA PLAN NO 57504 was affixed on the 28 day of January 2014 in the presence of Philippa Reilly	2 Common
Names:Philippa Reilly	IIII Seal E
Signatures:	
being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.	* VO3

The Works

- 1. Before commencing the works, the owner must provide the Owners Corporation with:
 - (a) a copy of any requisite approval of the local Council or of an accredited certifier, including all drawings, specifications, conditions and notes;
 - (b) a copy of any requisite construction certificate for the works, under Part 4A of the *Environmental Planning & Assessment Act* 1979;
 - (c) a copy of the certificate of insurance relating to the works, if required under s.92 of the *Home Building Act* 1989;
 - (d) evidence of currency for the duration of the works of Contractors' All Risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000).
- 2. In undertaking the works, the owner must by himself, his agents, servants and contractors:-
 - (a) use best-quality and appropriate materials, in a proper and skillful manner;
 - (b) comply with all conditions and requirements of the local Council;
 - (c) comply with the Building Code of Australia, all pertinent Australian Standards, and any manufacturer's specifications;
 - (d) comply with the terms of any approval given by the Owners Corporation under this by-law;
 - (e) not allow the obstruction, for example by building materials, debris, tools, machines or motor vehicles, of the reasonable use of the common areas of the strata scheme;
 - (f) comply with any reasonable requirement of the Owners Corporation concerning:
 - (i) the means of entering and leaving the parcel for tradespeople, building

THIS is page 3 of a total of 5 and is the annexure to the Change of By-Laws form by THE OWNERS — STRATA PLAN NO 57504.

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Names:	Common Seal Seal
being the persons authorised by Section 238 of the Strata Management Act 1996 to attest the affixing of the seal.	Schemes ** NGE

materials, tools and debris; or

(ii) storage of materials and debris,

subject to these conditions;

- (g) in the absence of any limitations imposed by the local Council on the hours of work, permit the undertaking of the works only between 7am and 4pm on Monday to Friday and 7am to 12 noon on Saturday, excluding Public Holidays;
- (h) ensure that the works are completed within 4 weeks of their commencement, subject to wet weather, strikes, or other circumstances beyond the control of the owner.
- 3. The owner may not make any material changes to the plans and specifications for the works without the prior written consent of the local Council (if required) and the Owners Corporation.

Damage

- 4. The owner must repair promptly at his own expense any damage caused by:
 - (a) the works; or
 - (b) the use, maintenance, repair, renewal or replacement of the works,

including, without limitation, damage to the property of the Owners Corporation or the property of the owner or occupier of another lot in the strata scheme.

Indemnity

- 5. The owner must indemnify the Owners Corporation against any liability or expense incurred as a result of:
 - (a) the works; or
 - (b) the use, maintenance, repair, renewal or replacement of the works,

including, without limitation, any liability under s.65(6) of the Strata Schemes Management Act 1996 for damage to the works.

For the purposes of this condition, the certificate of the Owners Corporation's insurer shall be conclusive evidence of the fact and of the amount of any increase in an insurance premium or excess payable by the Owners Corporation and attributable to the works.

THIS is page 4 of a total of 5 and is the annexure to the Change of By-Laws form by THE OWNERS — STRATA PLAN NO 57504.

THE COMMON SEAL of THE OWNERS – STRATA PLAN	2014 in the
NO 57504 was affixed on the 28 day of JANUARY	2014 in the
presence of	
Names Philippa Reilly	
Marines.	
Signatures:	E 100 000 NOT NOT USE USE USE NOT 100 NOT USE NOT USE USE
being the persons authorised by Section 238 of the Strat	ta Schemes
Management Act 1996 to attest the affixing of the seal.	



Insurance

- 6. The owner must apply the proceeds of a claim in respect of insurance referred to in condition 1(c) to the repair or completion of the works, or to reimbursement for their prior repair or completion.
- 7. The Owners Corporation at its option may make and conduct any claim against an insurer in respect of insurance referred to in condition 1(c) or 1(d).
- 8. The owner appoints the Owners Corporation its attorney for the purposes of conditions 6 and 7, and at the request of the Owners Corporation shall do any act required to give effect to this authority.

Notices

9. The owner at his or her own expense must comply with any notice, order or requirement of the local Council or other statutory authority, Tribunal or Court relating to the works.

Breach of these Conditions

10. If the owner is in breach of any of these conditions and fails to rectify that breach within thirty (30) days of service of a written notice from the Owners Corporation requiring rectification, the Owners Corporation may rectify the breach and may recover the reasonable costs of the rectification and any expenses of the Owners Corporation reasonably incurred in recovering those costs, as a debt due from the owner.

Costs

11. The owner must meet all reasonable expenses of the Owners Corporation incurred in the passage of this resolution, and the making and registration of the by-law referred to in paragraph (ii)(c) of this resolution.

THIS is page 5 of a total of 5 and is the annexure to the Change of By-Laws form by THE OWNERS — STRATA PLAN NO 57504.

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 57504 was affixed on the B day of JANUARY presence of	2014 in the	CORATION
Names:Signatures:	(E Common 2
being the persons authorised by Section 238 of the Strata Management Act 1996 to attest the affixing of the seal.	a Schemes	Seal

STRATA SCHEME NO 57504 ANNEXURE TO NOTIFICATION OF BY-LAWS

Special By-law 5 is amended as follows:

The words "the carspace designated 117" are replaced with the words "the carspace designated CARSPACE 2".

Special by-law 6 is amended as follows:

The words "the carspace designated 116" are replaced with the words "the carspace designated CARSPACE 1".

SPECIAL BY-LAW 13 - Exclusive Use of Lift

Introduction

- 1. This by-law is made in accordance with the provisions of Division 4, Part 5 of Chapter of the Act.
- 2. The owners of lots 109 and 114 have agreed to pay the cost of extending the existing common property lifts to enable travel from level 5 to level 6.
- 3. The Owners Corporation has agreed to grant joint exclusive use of the lift shafts between levels 5 and 6 to the owners of lots 109, 111 and 114 in accordance with the following terms.

Definitions

- 4. In this by-law:
 - (a) Act means Strata Schemes Management Act 1996;
 - (b) **Building** means the building located at 199-201 Regent Street, Redfern;

THE COMMON SEAL of THE OWNERS - STRATA PLAN
NO 57504 was affixed on the 11 day of June 2014 in the presence of
Philippa Reilly
Names:
Signatures: Signatures:
being the persons authorised by Section 238 of the Strata Schemes

Management Act 1996 to attest the affixing of the seal.



- (c) Exclusive use area means the lift shafts on both lifts servicing the Building from ceiling height of the lift carriage on level 5 to the ceiling height of the lift carriage on level 6 for the purpose of using the lift carriages for travel between levels 5 and 6 of the Building;
- (d) Lot means lots 109 and 114; and
- (e) Owner means the owner for the time being of lot 109 or 114.

Grant of Special Privilege

- 5. The Owners are granted the joint exclusive use of the exclusive use area.
- 6. The executive committee of the Owners Corporation retain the right to access or delegate the right to its representatives or agents to access, the exclusive use area for any purpose in accordance with the Conditions of this by-law.

Conditions

- 7. The Owners Corporation remains responsible for the maintenance and repair of the common property the subject of this by-law.
- 8. The Owners Corporation will provide to each Owner 4 security access keys to access the lift for travel between levels 5 and 6.
- 9. The executive committee with the exception of any member of the executive committee being an owner or occupier of a lot on level 6, retains the right to retain a security access key for access to the lifts and the exclusive use area.
- 10. The Owners will pay the cost of any additional or replacement security access keys required.

Additional Owners

- 11. The Owners agree the owners of the remaining lots located on level 6 ("the new owners") may be granted exclusive use of the exclusive by-law to allow use of the lifts for travel between levels 5 and 6 subject to the following:
 - (a) The new owner paying a contribution as calculated in accordance with the Deed of Agreement for Lift Extension Works dated ... Q. Tune 2013

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presence of	,,		

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



- (b) The new owner granting written consent to the making of a new by-law providing for the exclusive use of the exclusive use area.
- (c) The Owners granting consent to the new by-law.
- (d) The new owner indemnifying the Owners Corporation and the existing Owners for the costs in preparation of a new by-law and registration of the by-law.

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 57504 was affixed on the 11 day of June 2014 in the presence of

Philippa Reilly

Signatures: fifteilly

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

