

ANNEXURE A

The Owners – Strata Plan 75626

“Annexure A”

320 Harris Street, Pyrmont

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1. Interpretation

1.1 In these by-laws unless a contrary intention appears:

Act means the Strata Schemes Management Act 1996.

BMC means the Building Management Committee as defined in the Strata Management Statement.

Approved Window Coverings means Timber or timber coloured venetian blinds, curtains, blinds, or louvres that have a backing of white, cream or other colour approved by the Owners Corporation.

Building means the Building on the Land which is the subject of the Strata Plan.

Car Space Lot means a lot or any part of a Lot shown on the Strata Plan as a car space.

Carpark Operator and Carpark Manager means the operator and manager chosen to manage the Carpark comprised in lot 102 DP 1082996.

Common Room means that area of the Common Property designated as a Common Room.

Council means City of Sydney Council.

Courtyard Areas are those areas shown and marked as Courtyards on the Strata Plan.

Government Agency is a governmental or semi governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

Land means the whole of the land at 320 Harris Street, Pyrmont being lot 101 in Deposited Plan 1082996 described in NSW LIP Certificate of Title Folio Identifier 101/1082996.

Loading dock means the loading dock on the Land.

Lot is a lot in the Strata Plan.

Manager means the person appointed by the Owners Corporation under by-law 30 to manage the Building.

Owner has the meaning given in the Act.

Occupier means an Owner, lessee, Occupier or mortgagee in possession of a Lot.

Owners Corporation is the Owners Corporation established on registration of the Strata Plan.

Parcel has the meaning given in the Act.

Residential Lot means all the lots excluding the Retail Lots in the Strata Plan 75626.

Retail Lot means lots 1, 9, 10, 92 and 93 in Strata Plan. 75626

Roof Garden means that part of the Common Property which is burdened and/or benefited by an easement for use of landscaped area.

Security Key means a key, magnetic card or other device used to open and close doors, gates or locks to operate lifts, alarms, security systems or communication systems, and if applicable used to operate any equipment or system.

Strata Managing Agent means the person appointed by the Owners Corporation as its strata managing agent, and in the absence of such person the secretary of the Owners Corporation.

Strata Management Statement has the same meaning as in the Act.

Strata Plan means Strata Plan number 75626.

Strata Scheme means the strata scheme established on registration of the Strata Plan.

Terrace Area means those areas shown and marked as Terrace on the Strata Plan.

1.2 In these by-laws, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of the by-laws;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency;
- (e) a person includes their executors, administrators, successors, substitutes and assigns;
- (f) a reference to anything includes a part of that thing;
- (g) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- (h) terms defined in the Act have the same meaning when used in these by-laws, unless a different definition is given for the term in these by-laws; and
- (i) no grant of power or authority to the Owners Corporation is intended to limit any power or authority the owners Corporation would otherwise have had.

2. Behaviour of Occupiers

2.1 An Owner or Occupier must not create any noise on the Parcel likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using the common property;

- (a) must when on common property be adequately clothed.
- (b) must not use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors or any other person lawfully using common property;
- (c) must not smoke cigarettes, cigars or pipes while on common property;
- (d) must not permit any child under their control to play on common property within the Building or unless accompanied by an adult exercising effective control, to be or to remain on or close to common property that is of possible danger to children (eg. car park, lifts).

- (e) must not deposit or throw on the common property any rubbish dirt, dust, water or other material likely to interfere with the peaceful enjoyment of another Lot or of any person lawfully using the common property;
- (f) must take all reasonable steps to ensure that they and 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 or in a manner which is dangerous or illegal; and
- (g) must not cover, obstruct, restrict or otherwise impede the operation of any skylights which permit light to pass through to a Lot.

3. Laundry

An Owner or Occupier must not except with the consent in writing of the Owners Corporation hang any washing, towel, bedding, clothing or other article on any part of the Parcel in such a way to be visible from the outside of the Building.

4. Damage to common property

- 4.1 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 without the prior approval in writing of the Owners Corporation.
- 4.2 An approval given by the Owners Corporation under by-law 4.1 cannot authorise any additions to the common property.
- 4.3 By-law 4.1 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
 - (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.
- 4.4 Any such locking or safety device, screen, other device or structure must:
 - (a) be installed in a competent and proper manner and
 - (b) have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building.
- 4.5 Despite section 62 of the Act, 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 by-law 4.3 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 by-law 4.3 that forms part of the common property and that services the Lot.

5. Compliance with by-laws (Invitees and Lessees)

- 5.1 An Owner or an Occupier must take all reasonable steps to ensure that his or her invitees comply with these by-laws. If an invitee does not comply with these by-laws the Owner or Occupier. (according to whose invitee it is) must take all reasonable steps to ensure that the invitee immediately leaves the Building.
- 5.2 An owner of a Lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these by-laws.
- 5.3 An Owner or Occupier must take reasonable care when admitting invitees to the Building or their floor and must not allow their invitees to remain on the common property unsupervised except on directly entering or leaving.

6. Compliance with Laws

- 6.1 An Owner or Occupier must at the Owner's or Occupier's own expense promptly comply with all laws relating to the Lot including, without limitation, any requirements, notices and orders of any Governmental Agency.
- 6.2 An Owner or Occupier must not use the Lot for any purpose that may impugn the good reputation of the Strata Scheme.

7. Condition of a Lot

- 7.1 An Owner or Occupier must keep his or her Lot clean and in good repair.
- 7.2 An Owner or Occupier must not without the written consent of the Owners Corporation maintain inside the Lot anything visible from the outside the Lot that when viewed from the outside the Lot is not in keeping with the rest of the Building.
- 7.3 An Owner or Occupier must not:
 - (a) operate or permit to be operated in or on the Building any device or electronic equipment so as to interfere with any domestic appliance lawfully in use on the common property another Lot or another part of the Land;
 - (b) without the prior written consent of the Owners Corporation attach or hang from the exterior of the Building any aerial or any security device or wires;
 - (c) without the prior written consent of the Owners Corporation install bars, screens, grilles, security locks or other safety devices on the exterior of windows or doors in their Lot;
 - (d) install or operate an intruder alarm with an audible signal; and
 - (e) place outside the external door of the Lot any door mats or allow the placement of shoes in this area; or
 - (f) affix or install deadlocks, door chimes, peep holes and dead bolts of a type not approved by the Owners Corporation.

8. Cleaning Windows and Doors and Approved Window Coverings

- 8.1 An Owner or Occupier must keep clean all glass windows and all doors on the boundary of his or her 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 either safely or at all.
- 8.2 An Owner or Occupier may only install Approved Window Coverings to all windows on the boundary of the Lot.

9. Storage of inflammable liquids

- 9.1 An Owner or Occupier must not, except with the prior approval in writing of the Owners Corporation, use or store on their Lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- 9.2 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.

10. Floor coverings

- 10.1 An Owner must ensure that all floor space within their 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 of another Lot referred to in the Strata Management Statement.
- 10.2 Any change of floor coverings must be approved by the Owners Corporation and comply with acoustic specifications which are designed to minimise foot fall noise which may disturb the peaceful enjoyment of Owners or Occupiers of other Lots.

11. Garbage disposal

- 11.1 An Owner or Occupier must not deposit on the common property any garbage except in a receptacle or area specifically provided for that purpose.
- 11.2 An Owner or Occupier must dispose of garbage in the area designated for deposit of garbage from that Lot in the following manner:
- (a) glass and plastic bottles must be completely drained, cleaned and deposited in the place (if any) designated by the Owners Corporation for bottles;
 - (b) all other recyclable materials are to be left in the areas (if any) designated by the Council; and
 - (c) all other garbage must be drained and securely wrapped in small parcels and deposited in the place designated by the Owners Corporation for such garbage.
 - (d) any materials capable of composting must be placed in the composting system provided

11.3 Owners and Occupiers must comply with the requirements from time to time of the Owners Corporation, the Council or any Governmental Agency regarding the separate storage and disposal of garbage.

12. Courtyard Areas

12.1 If there is a planter box or pot plants on the Courtyard Area or Terrace Area of a Lot, the Owner or Occupier must properly maintain the soil and plants in the planter box and make sure that no water goes from the pot plants or planter box onto the common property or another Lot.

12.2 The Owners Corporation may require an Owner or Occupier to remove anything kept on a Courtyard Area or Terrace Area so that it can inspect or repair common property.

13. Moving Furniture and Goods

13.1 An Owner or Occupier must not move any furniture or large objects through or on the common property unless:

- (a) they agree on a time with the Secretary of the Owners Corporation 48 hours before they move the furniture or objects and they keep to that time;
- (b) there is not a prior booking with the secretary of the Owners Corporation for moving at about the same time;
- (c) they use only the Loading dock and the lift (fitted with protective wall blankets) to transport furniture and large objects to their floor;
- (d) they first comply with the usual requirements at the time of the Owners Corporation. These may include, without limitation:
 - the signing of an agreement required by the Owners Corporation which amongst other things indemnifies against damage caused in moving;
 - the payment of a bond as security for the cost of making good any damage; and
 - the use of reputable insured removalists.
- (e) they place protective sheeting on common area carpets and floors and lift floors and walls (and walls where walls are at risk) before crossing or passing those areas;
- (f) they fully and promptly comply with the directions of the secretary of the Owners Corporation in using the Loading dock and lift, and in all other respects comply with the directions of the secretary of the Owners Corporation relating to the moving of the furniture and large objects.

14. Parking on common property

14.1 An Owner or Occupier must not park or stand any motor or other vehicle on common property except with the prior written approval of the Owners Corporation, and in a manner which avoids unreasonable interference with use of the area by other Owners or Occupiers.

15. Obstruction of common property

An Owner or Occupier must not obstruct lawful use of common property by any person.

16. Building Works

16.1 An Owner or Occupier must comply with this by-law if they want to:

- (a) do Building work in their Lot;
- (b) do work to services in their Lot;
- (c) alter the structure of their Lot.

16.2 Before doing the work or alteration, the Owner or Occupier must:

- (a) get the necessary consents from the Owners Corporation and Government Agencies;
- (b) if the work or alteration affects common property, get written consent from the Owners Corporation unless the alteration is minor and by-law 16.4 applies;
- (c) give the Owners Corporation consent pay an application for consent fee of \$500 and undertake to pay the reasonable costs of any consultants retained by the Owners Corporation to advise on the application or on compliance with a consent given to the Owner.

16.3 If an Owner or Occupier does Building works or alterations in a Lot, they also must:

- (a) before doing the work, find out from the secretary of the Owners Corporation or the Strata Manager where service lines and pipes are located;
- (b) not damage service lines or pipes or interrupt services or risk damage to the structure of the Building;
- (c) use qualified, reputable and, where applicable, licensed contractors approved by the Owners Corporation;
- (d) do the work in a proper manner and to the reasonable satisfaction of the Owners Corporation and Government Agencies; and
- (e) repair any damage caused to common property or the property of an Owner or Occupier. For this purpose an Owner is responsible for damage caused by their tenant, licensee, invitee, contractor, sub- contractor or agent.

16.4 An Owner or Occupier may subject to by-law 16.3 do minor work or make minor alterations to the interior of the common property structures enclosing a Lot (eg. hang pictures or attach items to common property walls or put nails or screws into them).

16.5 An Owner or Occupier must not remove or alter a structural wall.

16.6 The Owners Corporation may:

- (a) impose conditions in any consent to an application under this by-law 16 including but not limited to the signing of an agreement in any form it may adopt for such applications; and
- (b) employ consultants to advise on any such applications, and on the compliance with any conditions included in a consent granted.

17. Changing non structural walls

17.1 An Owner or Occupier may subject to by-law 16:

- (a) alter or remove non structural walls in their Lot; and
- (b) make or close openings in non structural common property walls between 2 Lots that they own or occupy.

17.2 If a wall is changed under this by-law, the Owner or Occupier must:

- (a) comply with the conditions in by-laws 16.2, 16.3 and 16.4; and
- (b) comply with section 14 of the Strata Titles (Freehold Development) Act 1973 and lodge any necessary Building alteration plan with the Registrar General.

17.3 It is a condition of an Owner or Occupier changing a wall under this by-law that:

- (a) the Owners Corporation does not have to reinstate the wall, or maintain or repair any new wall; and
- (b) the Owner or Occupier acknowledges this for themselves and future Owners of the Lot.

18. Animals (amended 4 June 2018)

- 12.1 In this by-law, Animal refers to a cat, dog, fish in an aquarium, or a caged bird.
- 12.2 Subject to s.157 of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must not, without prior written approval of the Owners Corporation (under such conditions as it considers appropriate), keep any Animal on the lot or the common property, and such approval must not be unreasonably withheld.
- 12.3 If you keep an Animal on your Lot then you must:
- i. carry (or otherwise constrain for example by a leash) the Animal when it is on common property;
 - ii. take such action as deemed by the Owners Corporation as to repair, cleaning, or payment for cleaning for any common areas that are damaged or soiled by the Animal;
 - iii. take any other actions as necessary in relation to Animals to eliminate noise, odours or other disturbances related to the animal as might be discernible from outside the lot;
 - iv. be responsible for ensuring the Animal does not cause or create any unreasonable, undue or prolonged noise or disruption to neighbours; and
 - v. approval for a pet is with the prerequisite that the pet must not impact the peaceful enjoyment of the other residents (smells, noise, encroachment, fur & excrement). Should the strata committee receive complaints regarding the pet, it is within reason the strata committee review the application and revoke the pet approval. If an approval is revoked, the animal must be removed within at least four (4) weeks of being notified by the strata managing agent, to maintain the peaceful enjoyment of the other residents.

19. Damage to common property

- 19.1 An Owner or Occupier must not do or permit anything including, without limitation, bringing or permitting to be brought into the Building any heavy article, which might cause structural damage to the Building.
- 19.2 An Owner or an Occupier must not do anything to damage or deface common property
- 19.3 An Owner or an Occupier must not interfere with any personal property vested in the Owners Corporation.
- 19.4 An Owner or an Occupier must not interfere with the operation of any equipment installed in the common property.
- 19.5 An Owner or an Occupier must compensate the Owners Corporation for any damage to common property caused by them or their tenants, licensees, contractors, agents or invitees.
- 19.6 An Owner or Occupier must immediately notify the Owners Corporation if they know about or become aware of any damage to or a defect in the common property.

20. Security of common property

- 20.1 An Owner or Occupier must not:

- (a) do or permit anything which may prejudice the security or safety of the Building and, must ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use;
- (b) obstruct or permit the obstruction of any automatic closing mechanisms ;
- (c) do or permit anything to be done that might invalidate, suspend or increase the premium for an Owners Corporation insurance policy; or
- (d) use or interfere with any fire safety equipment except in the case of emergency and must not obstruct any fire stairs or fire escape.

20.2 The Owners Corporation may install, monitor and use security cameras and other surveillance equipment on common property.

21. Rules

21.1 The Owners Corporation may make rules applicable to all Owners or Occupiers about the security, control, management, operation, use and enjoyment of the Building and may add to or change the rules at any time provided that rules do not

- (a) unreasonably interfere with anything done by an Owner or Occupier within their Lot; or
- (b) discriminate against any person on unlawful grounds or on the grounds that they are a tenant or that their property is tenanted.

21.2 An Owner or Occupier must comply with the Rules.

22. Consent of the Owners Corporation

22.1 A consent given by the Owners Corporation under these by-laws will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition that the Owner or Occupier of the Lot to which the consent relates is responsible for compliance with the terms of the consent.

22.2 Any application for consent must be in writing.

23. Curtains

An Owner or Occupier must not hang or install curtains, blinds or louvres visible from outside the Lot unless those curtains, blinds or louvres have a backing of white, cream, or other colour approved by the Owners Corporation.

24. Non compliance with by-laws

24.1 If an Owner or an Occupier does not do or does not do properly and within the required time something on their Lot that they should have done under the by- laws, the Owners Corporation may do such thing. If no time is stated for doing something the required time means a reasonable time for doing that thing.

24.2 The Owners Corporation must give the Owner or Occupier written notice that it will enter the Lot to do the work and the Owner or Occupier must:

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

24.3 The Owners Corporation may recover as a debt from an Owner or Occupier any money they may owe it under this by-law.

24.4 The powers of the Owners Corporation under by-law 24 are in addition to those that it has under the Act.

25. Signs (amended 29 January 2008)

25.1 An Owner or Occupier must not without the prior written consent of the Owners Corporation affix or exhibit any sign, advertisement or notice from any part of the Parcel including but not limited to any window or wall on the boundary of the Lot.

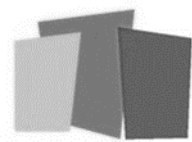
25.2 The owners or occupiers of the lots set out in column “A” of the table set out below have the right to maintain signage on those parts of the Common Property referred to in Column “B” of the following table and shown on the Plan annexed hereto and marked with the letter “C”. The owners and occupiers with the benefit of this by-law must properly maintain, repair and where necessary replace the signage pertaining to their lot and obtain the consent of the Owners Corporation to the signage as well as all council consents and necessary permits to enable such signage to be displayed PROVIDED THAT the owner(s) of lot(s) 9, 10, 92 and 93 shall not be required to obtain the consent of the Owners Corporation to the placing of signs on windows which are part of the perimeter of the lot if such signage is usual in the operation of business conducted from the lot.

COLUMN “A”	COLUMN “B”
1	Signage location 7 on the Plan
9	Signage location 3 on the Plan
10	Signage location 4 on the Plan
92	Signage location 2 on the Plan
93	Signage location 6 on the Plan

25.3 When an owner or occupier, described in Column “A” above, seeks the consent of the Owners Corporation to the placement of a sign the Owners Corporation may elect to withhold consent to any signage if it is offensive, brightly illuminated, a neon sign or not in line with the character of the building.

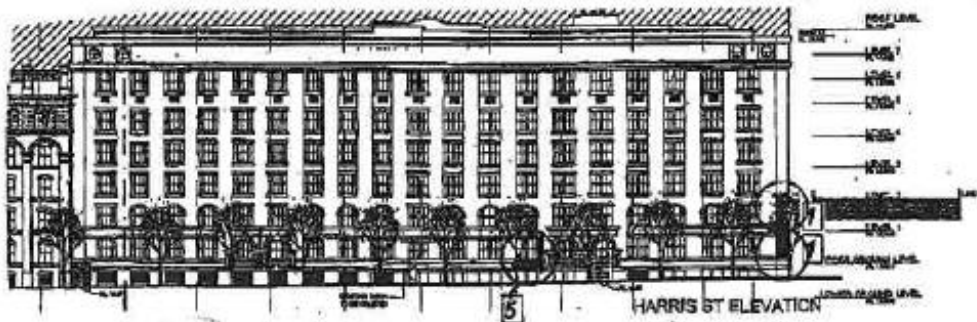
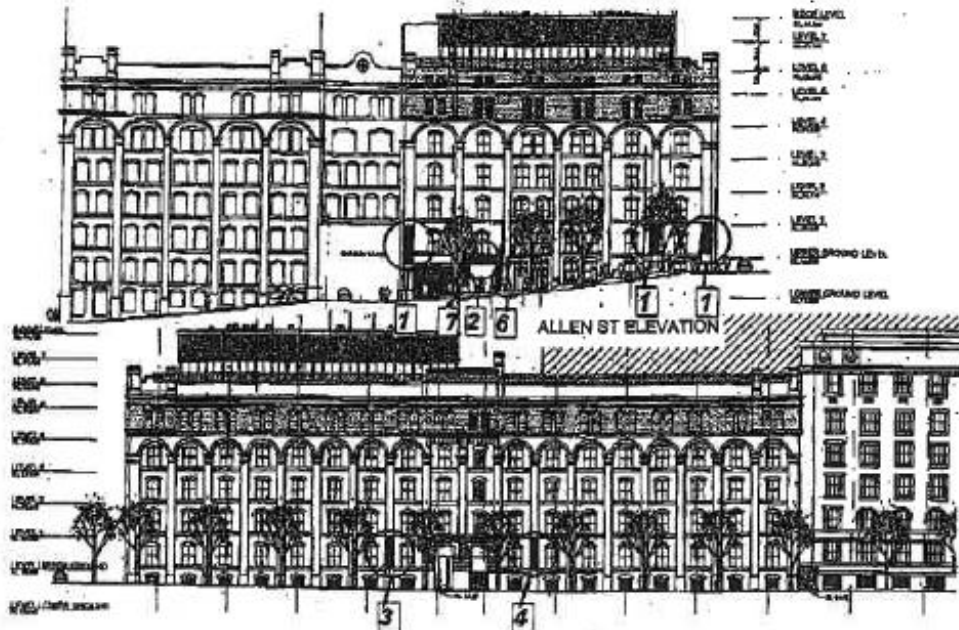
25.3 When seeking the consent of the Owners Corporation to any signage an owner or occupier must provide the Owners Corporation with a full set of sketches of all proposed signage detailing sizes, colours, fonts, design layout and materials to be used.

25.4 Any sign placed without the consent of the Owners Corporation may be removed by the Owners Corporation at the expense of the owner or occupier.



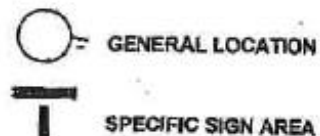
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[Handwritten signatures]



SIGNAGE LOCATIONS - BY-LAW 25

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26. Insurance premiums

26.1 An Owner or Occupier must not without the prior written consent of the Owners Corporation do or permit anything which may invalidate suspend or increase the premium for any insurance policy effected by the Owners Corporation.

26.2 Any consent given by the Owners Corporation under this by-law may be given on conditions which include, without limitation, an obligation for the Owner or Occupier to reimburse the Owners Corporation for any increase in premium for an insurance policy.

27. No interference with managers.

An Owner or Occupier must not interfere with or stop and must do all things reasonably requested by:

- (a) the Strata Managing agent or Manager performing their duties;
- (b) the Carpark Operator and the Carpark Manager performing their duties;
- (b) the Building Manager using Common Property that the Owners Corporation permits the Building Manager to use; or
- (c) an Owner enjoying exclusive use rights given to them under a by-law.

28. Reimbursement to Owners Corporation

28.1 Where in the reasonable opinion of the Owners Corporation, the use of any Lot or Lots subjects the Owners Corporation to expenditure of or a degree of expenditure which is not common to all other Lots and substantially in accordance with their respective unit entitlements, the Owners Corporation may give written notice to the Owner or Owners of such Lots giving particulars of the amount by which the expenditure for that Lot or those Lots exceeds the expenditure referable to all other Lots having regard to their respective unit entitlements and may thereafter recover from the Owner of the Lot and Lots concerned the amount of such excess.

28.2 The Owners Corporation may recover the excess referred to in sub-clause 28.1 from the Owner or Owners concerned as a debt.

29. Strata Management Statement

29.1 Each Owner, Occupier and the Owners Corporation must at their own expense and in a timely manner perform and observe the provisions of the Strata Management Statement and comply with the directions of the BMC. Nothing contained herein shall override the rights of the BMC as contained in the Strata Management Statement.

30. Management Agreement (amended 29 January 2008)

30.1 The Owners Corporation, in addition to the powers and authorities conferred on it by or under the Act and these by-laws, has the power and authority to appoint and enter into an Agreement with the Manager to provide for the management, control and administration of the Building which Agreement may provide for:

- a) a term of five (5) years with an option for renewal of five (5) years, with rights for early determination by the Owners Corporation if there is a default by the Manager which is not remedied or compensated for within 28 days of service of a detailed notice.
- b) the Manager to arrange for and supervise the cleaning, caretaking, security, supervision and service of the common property and any personal property vested in the Owners' Corporation and for the general repair, maintenance, renewal or replacement of that property;

- c) the provision of services to the Owners' Corporation, Owners or Occupiers for a fee to be negotiated with Owners in occupation;
- d) the supervision of any contractors of the Owners' Corporation;
- g) anything else which the Owners Corporation agrees is necessary or desirable having regard to the operational and management requirements of the Owners' Corporation;
- h) provision of a letting service to Owners or Occupiers who wish to let their properties for short term or long term lettings at a fee to be negotiated with such Owners or Occupiers:
- i) remuneration of the Manager;
- j) restrictions on the Owners' Corporation permitting anyone other than the Manager appointed by the Agreement from operating from any location within the Building a letting service of the same or similar type to that referred to in subclause (h) above;

That Manager appointed by the Agreement will not necessarily be the Strata Managing Agent, if any, appointed in pursuant to Chapter 2, Part 4 of the Strata Schemes Management Act 1996.

At the expiration of the Agreement the Owners Corporation may enter into a further Agreement consistent with the terms of by-law 30.1.

31. Management Agreement

An Owner or Occupier of a lot must not:

- a) interfere with or obstruct the Manager from performing the Manager's duties under the Agreement referred to in By-law 30; or
- b) interfere with or obstruct the Manager from using any part of the common property designated by the Owners Corporation for use by the Manager.

32. Common Room

32.1 The Owner or Occupier of a lot and their visitors may use the Common Room on the conditions set out in this by-law.

32.2 The Owner or Occupier may allow their visitors to use the Common Room provided they accompany them at all times and they use the Common Room only during the hours nominated by the Owners Corporation.

32.3 The Owner or Occupier must:

- a) make sure an adult exercising effective control accompanies any children under the age of twelve who are using or are in the areas around the Common Room;
- b) immediately clean and tidy the Common Room after use of the area has finished;
- a) be adequately attired when using the Common Room or the areas around the Common Room; and
- b) remove all rubbish brought into the Common Room by that Owner or Occupier after use of the area has finished.

32.4 Any person using the Common Room must not:

- a) run, play, be noisy, play ball games or do anything that might be dangerous in or around the Common Room;
- b) hold parties or other functions for more than ten (10) persons in the Common Room without the consent of the Owners Corporation; or

32.5 In addition to its powers under the Act the Owners Corporation has the power to:

32.5.1 establish a reservation system for Owners or Occupiers who wish to use the barbeque or Common Room; and

32.5.2 make an agreement with another person to make a reservation system.

32.6 If the Owners Corporation introduces a reservation system an Owner or Occupier may use the barbeque or Common Room only during the hours for which that Owner or Occupier has reserved its use.

33. Use of Retail Lots

33.1 Any Owner or Occupier of a Lot and the Owners Corporation may not object to the Owner or Occupiers of any of the Retail Lots from conducting on those lots any business for which they have obtained or may obtain Development Approval from the Council and/or approval of the Liquor Administration Board or any other Court or relevant authority. In particular, the owner or occupier of a lot or the owners corporation may not object to:

- (a) the Owner or Occupiers of any of the Retail Lots conducting any lawful business on those lots ;
- (b) the manner in which the Owners or Occupiers of the Retail lots carry on their businesses provided that in operating their businesses such Owner or Occupier provides adequate security in relation to the behaviour of their patrons.

33.2 This By-law 33 shall not be amended without the written consent of each of the owners of the Retail Lots.

34. Exclusive Use Areas

34.1 The owners and occupiers for the time being of the Lots set out in column A of Annexure "A" will be entitled to the exclusive use of the areas set out in column B of the table set out in Annexure "A" and identified on the plan annexed hereto and marked "B" ("the Exclusive Use Areas") on the following conditions:

- (a) the responsibility for and cost of the maintenance , repair (other than repairs of a structural nature) and replacement of each Exclusive Use Area and any structure on it will be borne by the Owner of the Lot or Lots having the benefit of the Exclusive Use Area ;
- (b) each owner or occupier having the benefit of the Exclusive Use Area indemnifies the Owners Corporation from and against claims, demands and liability of any kind which may arise in respect of damage to any property or death or injury to any person arising out of the exercise of the rights conferred by this by-law or use of the relevant Exclusive Use Area;
- (c) in exercising the rights conferred by this by-law each owner or occupier having the benefit of the Exclusive Use Area must comply with the Act and the by-laws in force from

time to time as if the Exclusive Use Area comprised part of the lot owned by the owner or occupier;

- (d) this by-law while it remains in force, continues to operate for the benefit of, and subject to the provisions of the Act is binding on, the owner or occupier of the lot having the benefit of the Exclusive Use Area;

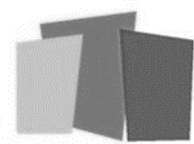
34.2 The Exclusive Use Areas may only be used as a storage area by the owner or occupier of the lot having the benefit of the Exclusive Use Area and such owner or occupier must not use or store in the Exclusive Use Area any inflammable chemical, liquid or gas or other inflammable material, motorcycle, motorscooter or foodstuffs.

34.3 This by-law is not capable of being amended or repealed except by a by-law in accordance with the unanimous resolution of the Owners Corporation

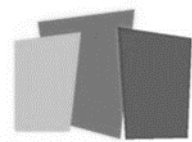
“A”

MC 1 STORAGE ALLOCATIONS

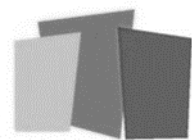
“A” Lots Benefited	Apartment Number	“B” Area shown on Plan
14	101	1.1N
15	102	1.2N
16	103	1.3N
17	104	1.4N
18	105	1.5N
19	106	1.6N
20	107	1.7N
21	108	1.8N
22	109	1.9N
23	110	1.10N
24	111	1.11N
25	112	1.12N
26	113	1.13N
27	114	1.14N
28	201	2.1N
29	202	2.2N
30	203	2.3N
31	204	2.4N
32	205	2.5N
33	206	2.6N
34	207	2.7N



"A" Lots Benefited	Apartment Number	"B" Area shown on Plan
35	208	2.8N
36	209	2.9N
37	210	2.10N
38	211	2.11N
39	212	2.12N
40	213	2.13N
41	214	2.14N
42	301	3.1N
43	302	3.2N
44	303	3.3N
45	304	3.4N
46	305	3.5N
47	306	3.6N
48	307	3.7N
49	308	3.8N
50	309	3.9N
51	310	3.10N
52	311	3.11N
53	312	3.12N
54	313	3.13N
55	314	3.14N
61	406	4.1N
62	407	4.2N
63	408	4.3N
64	409	4.4N
65	410	4.5N
66	411	4.6N
67	412	4.7N
68	413	4.8N
69	414	4.9N
70	415	4.10N
71	416	4.11N



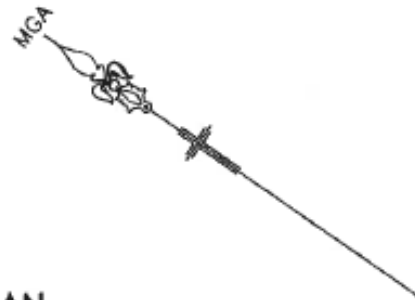
"A" Lots Benefited	Apartment Number	"B" Area shown on Plan
72	417	4.12N
73	418	4.13N
74	419	4.14N
10	Office	UG 1 N UG 2 N



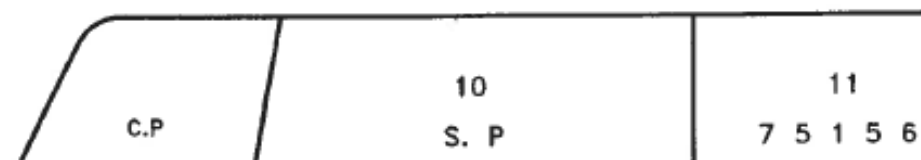
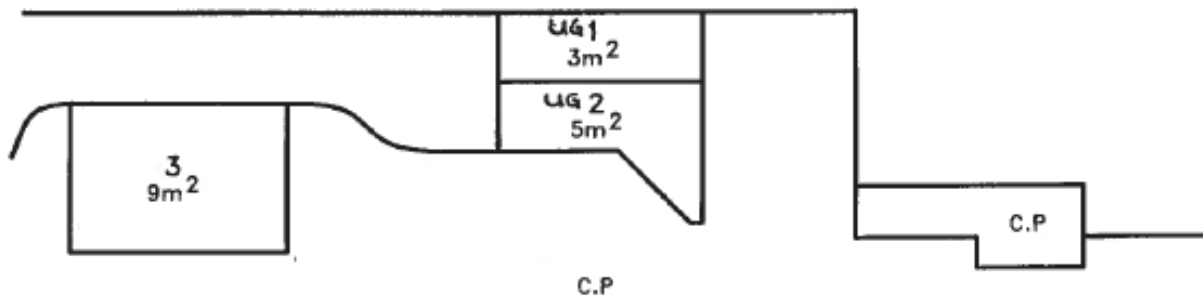
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ANNEXURE "B"
PLAN OF EXCLUSIVE USE
UPPER GROUND
No320 HARRIS STREET, PYRMONT
L.G.A: SYDNEY

SP75626



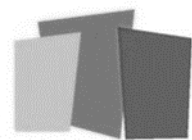
STORAGE PLAN



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DATE: 16-8-05
SHEET 1 OF 5

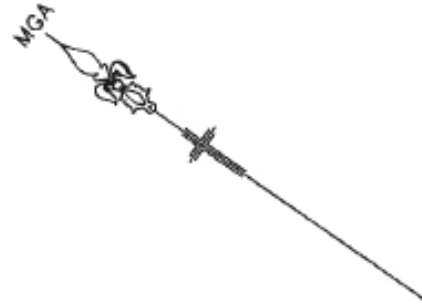
HIGGINS NORTON PARTNERS PTY. LTD.
CONSULTING SURVEYORS
A.C.N. 088 186 378
149 CASTLEREAGH ST. SYDNEY, PH 9264 8044
RFF N° **37090**



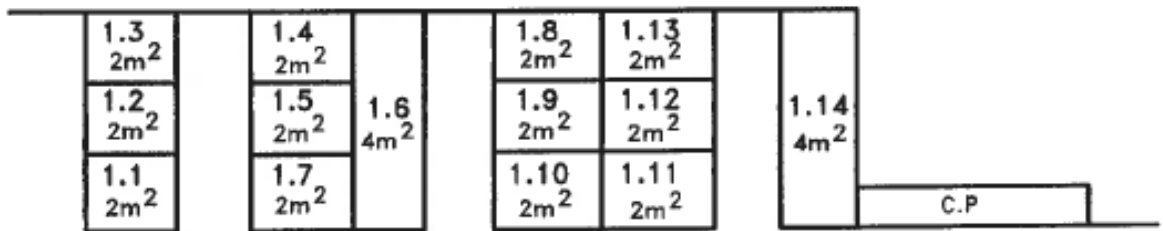
Ref: SP75626 / Szo: B

ANNEXURE
PLAN OF EXCLUSIVE USE
LEVEL 1
No320 HARRIS STREET, PYRMONT
L.G.A: SYDNEY

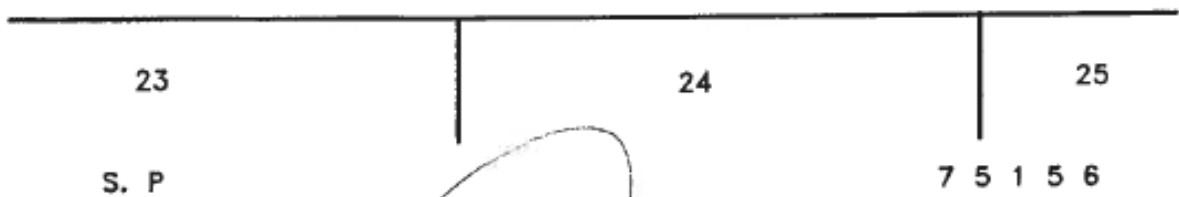
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STORAGE PLAN



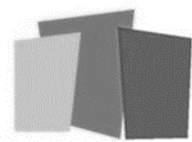
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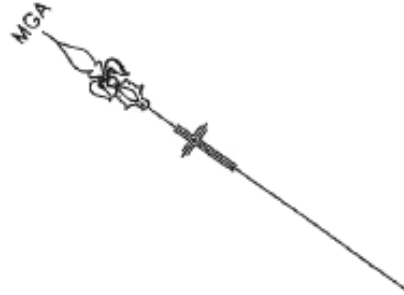
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DATE: 16-8-05
SHEET 2 OF 5

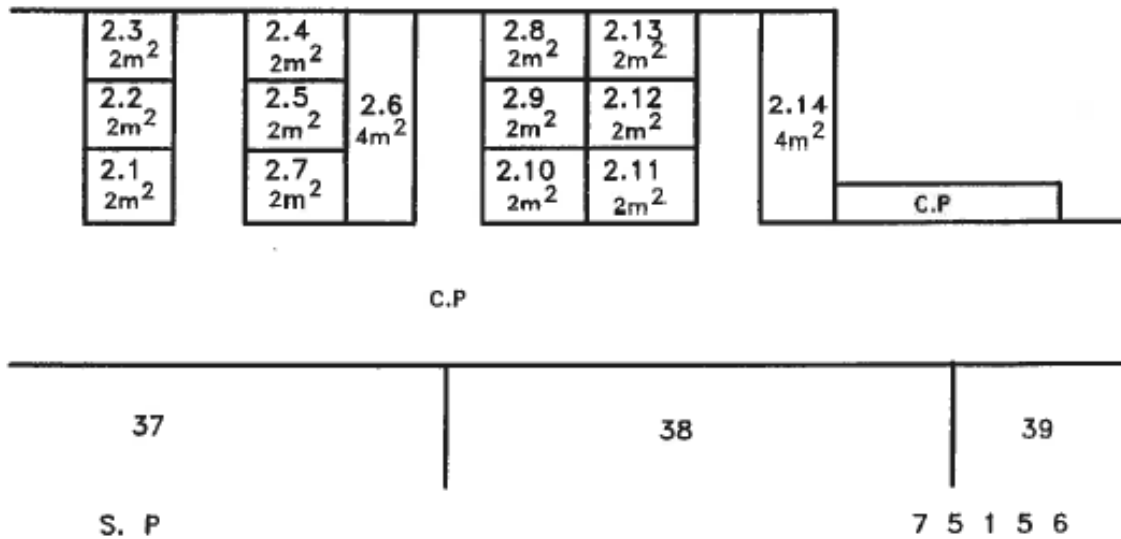
HIGGINS NORTON PARTNERS PTY. LTD.
CONSULTING SURVEYORS
A.G.N. 088 186 378
149 CASTLEREAGH ST. SYDNEY_PH 9264 8044
REF N° **37090**



ANNEXURE
PLAN OF EXCLUSIVE USE
LEVEL 2
No320 HARRIS STREET, PYRMONT
L.G.A: SYDNEY



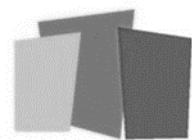
STORAGE PLAN



DATE: 16-8-05
SHEET 3 OF 5

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REF N° **37090**



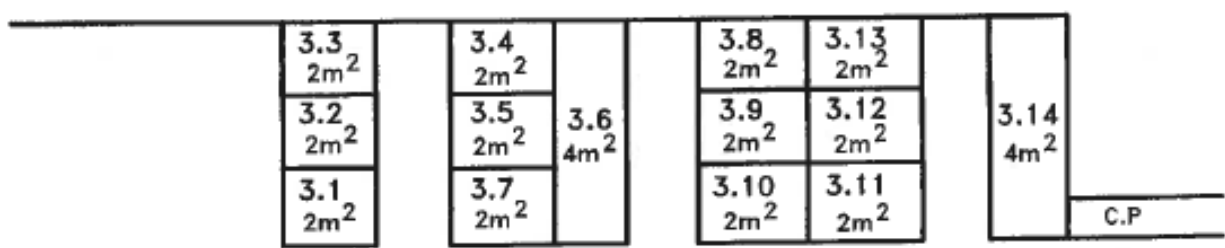
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ANNEXURE "B"
PLAN OF EXCLUSIVE USE
LEVEL 3
No320 HARRIS STREET, PYRMONT
L.G.A: SYDNEY

SP75626



STORAGE PLAN



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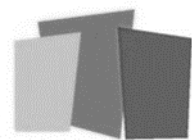
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DATE: 16-8-05
SHEET 4 OF 5

24 of 26
23 of 25

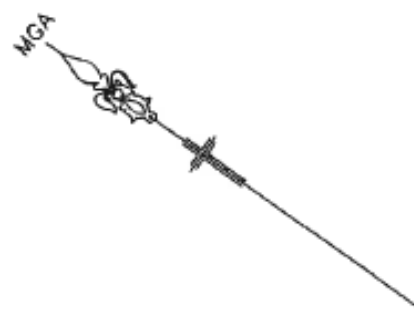
HIGGINS NORTON PARTNERS PTY. LTD.
CONSULTING SURVEYORS
A.G.N. 088 186 378
149 CASTLEREAGH ST. SYDNEY, PH 9264 8044
REF N° **37090**



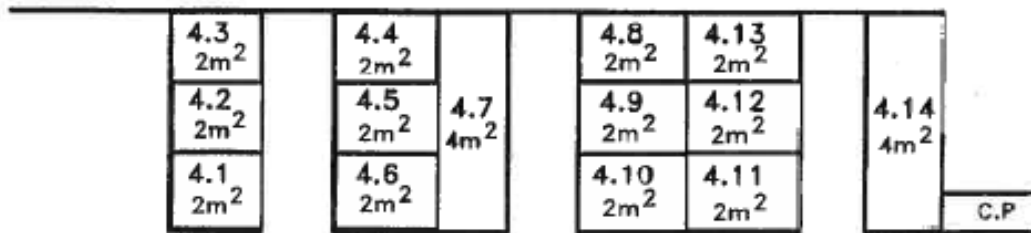
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ANNEXURE "B"
PLAN OF EXCLUSIVE USE
LEVEL 4
No320 HARRIS STREET, PYRMONT
L.G.A: SYDNEY

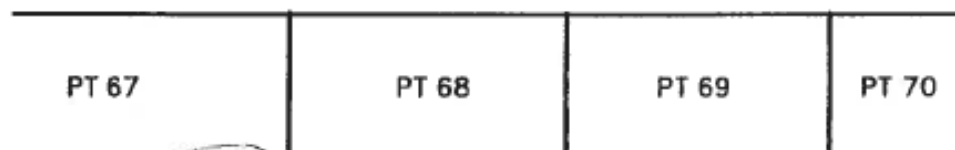
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STORAGE PLAN



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DATE: 16-8-05
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25 of 26

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CONSULTING SURVEYORS
A.C.N. 088 186 378
149 CASTLEREAGH ST. SYDNEY_PH 9264 8044
REF N° **37090**

35. Air-conditioning Units

- 35.1 An owner or occupier must not install an air-conditioning unit within their Lot until they have notified the Owners Corporation of the type and specifications of the air-conditioning unit and the Owners Corporation has provided approval in writing for the installation of the air-conditioning unit. As a condition of such approval, the Owners Corporation may stipulate where any air-conditioning plant, which will exclusively services a Lot, is to be placed.
- 35.2 To ensure compatibility with the central condensed water system, the Owners Corporation shall specify the type and specification of air-conditioning units which may be installed within the Lot by the owner or occupier of a Lot.
- 35.3 The cost of purchasing and installing the air-conditioning unit will be the sole responsibility of the owner or occupier.
- 35.4 An owner or occupier who installs an air-conditioning unit which is not of a type or specification approved by the Owners Corporation may be liable for the cost of repairs in the event of any damage to the central condensed water system.
- 35.5 The owner or occupier of a Lot must maintain and replace any air-conditioning plant and equipment which exclusively services their lot (whether that equipment is located on common property, within the lot or in the common property of strata plan No. 75156) in accordance with the requirements of the Owners Corporation as advised from time to time and all relevant legislation.

36. Roof Garden (amended 29 January 2008)

- 36.1 The Owner or Occupier of a lot and their visitors may use the Roof Garden on the conditions set out in this by-law. The Roof Garden is not available for use by other members of the BMC.
- 36.2 The Owner or Occupier may allow their visitors to use the Roof Garden provided they accompany them at all times and they use the Roof Garden only during the hours nominated by the Owners Corporation. An Owner or Occupier wishing to use the barbeque in the Roof Garden must make a booking with the Manager at least an hour before the required time and the total time for each booking must not be for more than 60 minutes or as otherwise determined by the Owners Corporation.
- 36.3 The Roof Garden may only be used between the hours of 7.00am and 10.00pm Monday to Friday and 8.00am to 10.00pm on Saturday, Sunday and public holidays.
- 36.4 The Owner or Occupier must:
- (a) make sure an adult exercising effective control accompanies any children under the age of twelve who are using or are in the areas around the Roof Garden;
 - (b) Immediately clean and tidy the barbeque and Roof Garden after use of the area has finished;
 - (c) be adequately attired when using the Roof Garden or the areas around the Roof Garden; and
 - (d) remove all rubbish brought into the Roof Garden by that Owner or Occupier after use of the area has finished.
- 36.5 Any person using the Roof Garden must not:

- (a) run, play be noisy or do anything that might be dangerous in or around the Roof Garden and the barbeque;
- (b) hold parties or other functions in the Roof Garden without the consent of the Owners Corporation; or
- (c) damage or destroy any of the trees, plants, shrubs or any other parts of the landscaping situated in the Roof Garden.

36.6 In addition to its powers under the Act the Owners Corporation has the power to:

- (a) establish a reservation system for Owners or Occupiers who wish to use the barbeque;
- (b) make an agreement with another person to make a reservation system; and
- (c) make rules governing the use of the Roof Garden.

36.7 If the Owners Corporation introduces a reservation system an Owner or Occupier may use the barbeque only during the hours for which that Owner or Occupier has reserved its use.

37. Car Space Lots

- 37.1 The Owner or Occupier of a Car Space Lot shall only use such Car Space Lot for the purpose of parking a motor vehicle, motorcycle, trailer or boat.
- 37.2 The Car Space Lot shall not be used for the storage of general goods unless such storage is within a storage box or device approved by the Owners Corporation.
- 37.3 None of the Car Space Lots shall be used, occupied or enjoyed otherwise than by an Owner or Occupier of any of the lots in the Strata Plan or by his, her or their servants, agents, visitors or any one of them.
- 37.4 The Owner or Occupier, for the time being, of the Car Space Lot shall keep the Car Space Lot clean of grease and oil and shall ensure it is swept regularly and be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the Car Space Lot.

By-law No. 38 – Appointment of Building Management Committee representative (passed 1 June 2006)

- 38.1 The Executive Committee of the Owners Corporation shall annually appoint one of its members to be the Owners Corporation's representative on the Building Management Committee established under the Strata Management Statement applying to the strata scheme and may change its representative or appoint a substitute representative in accordance with the Strata Management Statement.

Special By-law 4 – Digital Video Recording System and Cameras (passed 29 January 2008, repealed and replaced 27 January 2010)

- 4.1 The owners corporation has additional power to authorise the Building Management Committee to purchase and install a digital video recording system, including wiring, recorder and cameras to the common property, to be located on each corridor of the building; the monitors to be located in the Building Manager's offices, and the power to maintain, renew, replace or repair the digital video recorder system as required.
- 4.2 The costs associated with the digital video recording system are to be shared as follows:

The Owners SP75156 33.333%
The Owners SP75626 33.333%
The Owners SP75809 33.333%

- 4.3 That the Building Management Committee be authorised to amend the Strata Management Statement to reflect the terms of this by-law.

Special By-law 5 – Lot 92 and 93 Alteration Works (passed 11 July 2008)

DEFINITIONS

Lots means lot 92 and lot 93 in strata plan no. 75626 and any subdivision of those lots or either of those lots.

Owners means the owners from time to time of the *Lots*.

Works means the additions and alterations to the *Lots* and to so much of the common property as is necessary (including all ancillary structures) in accordance with:

- A. the following descriptions:

Metal Work

- Ramp and handrail installation to entry foyer within the tenancy reception
- Security door and grilles installation to windows

Carpentry & Joinery

- Workstations to office
- Cupboards and benches to kitchenette
- Vanities and basins to toilets

Plumbing

- New male, female and disabled toilets and kitchenette
- Connection into existing sewer and water services

Fire Services

- Install fire extinguishers to BCA and Australian Standards
- Upgrade fire sprinkler service

Mechanical Services

- New air conditioning system to office area and kitchenette
- Toilet exhaust to amenities area in accordance with Australian Standards

Electrical Services

- New lights to office area

- Power to workstations
- Data to workstations
- Telephones
- Hand dryers

Partition and Ceilings

- Plasterboard and glass partitions to office area
- Light weight stud frame and wall to amenities and kitchenette
- Ceilings to office area and amenities

Floors

- Existing timber floor to remain
- Ceramic tiles to new amenities areas include waterproofing

Painting

- Painting to internal partition walls
- Painting to internal perimeter walls

Security

- Electronic security system

And

- B. The drawing called "Furniture Plan" drawn by "JC" of Siren Design Group, Job No SD2283, Issue K; a copy of which is attached to the minutes of the meeting at which this by-law was made.

Any term used in this by-law that appears in the Strata Schemes Management Act 1996 (Act) will have the same meaning as in the Act.

Singular includes the plural and vice versa.

A reference to one gender includes a reference to all other genders.

Headings are included for convenience only and do not affect the meaning of the clauses to which they relate.

RIGHTS

On all the conditions contained in this by-law the *Owners* have the special privilege to erect keep and maintain the *Works* and exclusive use of the common property occupied by the *Works*.

CONDITIONS

- A. Prior to the *Works* being installed the *Owners* must at their own joint cost:

- obtain development approval for the *Works* from the local council; and
 - provide documentation to the executive committee showing council approval and satisfying any other query connected with the *Works* as may be reasonably required by the executive committee.
- B. When carrying out the *Works* in accordance with this by-law the *Owners* must:
- a) effect and maintain contractors all works insurance, workers compensation insurance and public liability insurance in an amount of no less than \$20,000,000 in the joint names of the *Owners* and the owners corporation; and
 - b) comply with:
 - the by-laws in force for this strata scheme as far as they apply to the *Works* and associated activities; in particular, by-law 16 (Building Works), by-law 17 (Changing non-structural Walls), and by-law 20 (Security of Common Property); and
 - all the conditions of the relevant consent authority in relation to the *Works*; and
 - the reasonable directions of the executive committee or the building manager for the strata scheme as to permissible hours of work, movement of building materials on the parcel and the disposal of debris.
- C. The *Owners* jointly must properly maintain and keep the *Works* in a state of good and serviceable repair (at their own joint cost) and replace the *Works* or any part of them at their own joint cost as the owners corporation may reasonably require from time to time;
- D. The *Owners* jointly and severally must accept liability for any damage caused to the common property or any lot as a result of the installation, repair and/or maintenance of the *Works* and are jointly and severally responsible to make good that damage immediately after it has occurred.
- E. The *Owners* jointly and severally must indemnify the owners corporation against any loss or damage the owners corporation suffers (including legal and repair and maintenance costs) as a result of the performance, maintenance or repair/replacement of the *Works* and/or activities associated with the rights conferred by this by-law and will pay those costs to the owners corporation on demand.
- F. The *Works* remain the *Owners*' fixtures.
- G. Within a reasonable time of completion of the *Works* but in any event on request from the executive committee or the building manager, the *Owners* must produce written certification to the owners corporation that the *Works* meets relevant Australian engineering and building standards for such works and that the structural integrity of the building has not been compromised by the *Works*.
- H. The owners corporation and the *Owners* acknowledge that as at the date of the making of this by-law the *Lots* are owned by the same *Owner*. The *Owners* acknowledge that if the common ownership of the *Lots* changes in the future, then the special privilege applying to the right to permanently lock the doors and bar windows in lot 92 will cease and the *Owners* of lot 92 and lot 93 must promptly effect and consent to an amendment to this by-law reflecting the ending of that special privilege at their joint cost.
- I. The *Owners* jointly and severally must indemnify the owners corporation against any loss or damage or claim which the owners corporation suffers or incurs (including legal costs) arising from the exercise or non-exercise of the obligations contained in paragraph H above.

GENERAL

Insofar as it may be necessary, the owners corporation specially resolves:

- A. Pursuant to section 62(3) of the Act that:
- a) it is inappropriate to maintain, renew, replace or repair the common property immediately affected by the *Works*; and
 - b) its decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme; and
- B. Pursuant to section 65(A) of the Act that:
- a) the *Owners* may add to or alter the common property necessarily affected by their authorised *Works* for the purpose of improving or enhancing the common property; and
 - b) the *Owners* jointly and severally will be responsible for the ongoing maintenance of such common property according to the conditions of this by-law.

REMEDY

If the *Owners* fail to comply with any obligation of this by-law, the owners corporation may acting reasonably:

- a) with prior notice to the *Owners*, except in the case of an emergency, enter any part of the parcel to carry out the necessary work to perform the obligation; and
- b) recover the costs of carrying out that work from the *Owners* as a debt, due and payable at the owners corporation's direction and as a contribution according to section 80(1) of the Act and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum until paid or if the regulations provide for another rate, that other rate and the interest will form part of that debt.

Special By-law 6 – Lot 1 – Works (passed 4 December 2008)

DEFINITIONS

Owner means the owner of lot 1 in strata plan no. 75626.

Works means the alterations and additions to lot 1/SP75626 and so much of the common property as is necessary (including all ancillary structures) to fit out the lot in accordance with "Concept Plan SK7"; a copy of which is attached to the minutes of the meeting at which this by-law was considered.

Any term used in this by-law that appears in the Strata Schemes Management Act 1996 (Act) will have the same meaning as in the Act.

Singular includes the plural and vice versa.

A reference to one gender includes a reference to all genders.

Headings are included for convenience only and do not affect the meaning of the clauses to which they relate.

SCOPE OF BY-LAW

The *Owner* has the special privilege to carry out and keep and maintain the *Works* and the exclusive use of the common property occupied and immediately affected by the *Works*, on all the conditions of this by-law.

CONDITIONS

- A. Prior to the *Works* being carried out, the *Owner* must at their own cost:
- a. If applicable, obtain development approval for the *Works* from the local council;
 - b. effect and maintain contractors all works insurance, workers compensation insurance and public liability insurance in an amount of no less than \$20,000,000 in the joint names of the *Owner* and the owners corporation; and
 - c. comply with the requirements of registered by-law 16 (“Building Works”) insofar as they may apply to the *Works*.
- B. When carrying out and installing the *Works* in accordance with this by-law the *Owner* must comply with:
- a. the by-laws in force for this strata scheme as far as they apply to the *Works* and associated activities; including without limitation:
 - registered by-law 10-Floor Coverings;
 - registered by-law 16-Building Works;
 - registered by-law 17- Changing Non-structural walls;
 - registered by-law 23- Curtains; and
 - registered by-law 35-Air-conditioning Units; and
 - b. all the conditions of the relevant consent authority in relation to the *Works*; and
 - c. the reasonable directions of the executive committee for the strata scheme as to permissible hours of work, movement of building materials on the parcel and the disposal of debris. ·
- C. The *Owner* must properly maintain and keep the *Works* in a state of good and serviceable repair (at their own cost) and replace their *Works* or any part of those at their own cost as the owners corporation may reasonably require from time to time.
- D. The *Owner* must accept liability for any damage caused to the common property or their lot or any other lot as a result of the exercise of the rights under this by-law and/or the installation, maintenance and repair of the *Works* and is responsible to make good that damage immediately after it has occurred.
- E. The *Owner* must indemnify the owners corporation against any loss or damage the owners corporation suffers (including legal costs) as a result of the performance, maintenance or repair/replacement of their *Works* and activities associated with them and will pay those costs to the owners corporation on demand.
- F. The *Owner* must ensure the *Works* are installed in a proper and workmanlike manner.
- G. The *Works* will remain the *Owner*’s fixtures.

- H. Within a reasonable time of completion of the *Works* but in any event on request from the executive committee, the *Owner* must produce written certification to the owners corporation that the *Works* meets relevant Australian building standards for such works (where applicable) and that the structural integrity of the building has not been compromised by the *Works*.

GENERAL

Insofar as it may be necessary, the owners corporation specially resolves

- A. pursuant to section 62(3) of the Act that:
- a. It is inappropriate to maintain, renew, replace or repair the common property immediately affected by the *Works*; and
 - b. its decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme; and
- B. pursuant to section 65(A) of the Act that:
- a. the *Owner* may add to or alter the common property necessarily affected by their authorised *Works* for the purpose of improving or enhancing the common property; and
 - b. the *Owner* will be responsible for the ongoing maintenance of such common property.

REMEDY

If the *Owner* falls to comply with any obligation of this by-law, the owners corporation may:

- a. enter any part of the parcel to carry out the necessary work to perform the obligation; and
- b. recover the costs of carrying out that work from the *Owner* as a debt, due and payable at the owners corporation's direction and as a contribution according to section 80(1) of the Act and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum until paid or if the regulations provide for another rate, that other rate and the interest will form part of that debt.

Special By-law 7 – Air Conditioning (passed 27 January 2010)

DEFINITIONS

Air conditioning works means the alterations and additions undertaken by the *Owner* to their *Lot* and so much of the common property as is necessary to install an air conditioning unit and all ancillary structures to service their *Lot*, both before and after the date of making of this by-law.

Consent means the individual *Owners'* consent to this by-law in the form attached to the notice of meeting at which this by-law was passed.

Lot means a lot in strata plan no. 75626.

Owner means each of the owners for the time being of a lot in strata plan no. 75626.

Any term used in this by-law that appears in the Strata Schemes Management Act 1996 (Act) will have the same meaning as in the Act unless the context expresses or indicates otherwise.

Singular includes the plural and vice versa.

A reference to one gender includes a reference to all genders.

Headings are included for convenience only and do not affect the meaning of the clauses to which they relate.

RIGHTS

Subject to the Conditions, *Owners* will have the special privilege to carry out and keep *Air conditioning works* in their *Lot* and so much of the common property as is immediately affected by the *Air conditioning works*.

CONDITIONS

- A. When carrying out any further *Air conditioning works* in accordance with this by-law the *Owner* must:
- i. comply with all the conditions of the relevant consent authority/ies and with all the by-laws of this scheme as far as they apply to the *Air conditioning works*;
 - ii. only install their *Air conditioning works*:
 - a. of a type, style and specification; and
 - b. at a location or locations for which the executive committee has given prior written approval;
 - iii. ensure materials, equipment and debris are transported in the parcel and removed from the parcel in accordance with the building manager's reasonable direction and instructions; and
 - iv. ensure the *Air conditioning works* are carried out in a proper and workmanlike manner and by duly qualified, licensed and fully insured contractors.
- B. The respective *Owner* must properly maintain and keep their *Air conditioning works* and the common property as is immediately affected by their *Air conditioning works* in a state of good and serviceable repair (at that *Owner's* own cost) and replace them or any part of them at his own cost as the owners corporation may reasonably require from time to time.
- C. The respective *Owner* must accept liability for any damage caused to the common property, their *Lot* or any other *Lot* as a result of their *Air conditioning works* and is responsible to make good that damage immediately after it has occurred.
- D. *Owners* jointly and severally must indemnify the owners corporation against any loss or damage the owners corporation suffers (including legal costs) as a result of the performance, maintenance or repair/replacement of the *Air conditioning works* and will pay those costs to the owners corporation on demand.
- E. The special privilege conferred by this by-law will not be activated unless the *Owner* of the *Lot* to which it is to be applied has executed the *Consent*.

GENERAL

In as far as it may be necessary, the owners corporation specially resolves:

- i. pursuant to section 62(3) of the Act that:

- a. it is inappropriate to maintain, renew, replace or repair the common property immediately affected by the *Air conditioning works*; and
 - b. its decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme; and
- ii. pursuant to section 65A of the Act that the respective and relevant *Owner*:
- a. may add to or alter the common property necessarily affected by their authorised *Air conditioning works* for the purpose of improving or enhancing the common property; and
 - b. will be responsible for the ongoing maintenance of such common property.

REMEDY

If any *Owner* fails to comply with any obligation of this by-law, the owners corporation may enter onto or into any part of the parcel to carry out the necessary work to perform that *Owner's* obligations and recover the costs of doing so from that *Owner* as a debt due and payable at the owners corporation's direction and as a contribution according to section 80(1) of the Act which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum until paid or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

Special By-law 8 – Service of documents on owner of lot by Owners Corporation (passed 1 February 2011)

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

Special By-law 9 – Short Term Accommodation (passed 15 March 2016)

Definitions and interpretation

1. In this by-law:

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

Complex means the building known as “M Central 1”, located at 380 Harris Street, Pyrmont;

Council means the City of Sydney Council;

Enforcement Costs means the costs associated with the enforcement of this by-law, including the cost to the Owners Corporation of engaging professional or trade services including a Strata Manager and/or legal practitioner.

Executive Committee means the executive committee of the Strata Plan;

Lot means a lot in the Strata Plan;

Occupier means the tenant, lessee, sub-lessee, licensee, sub-licensee or otherwise the occupier of a Lot (not being the owner of the Lot);

Owner means the owner of any Lot;

Owners Corporation means the owners corporation created by registration of strata plan 75626;

Parcel means the land comprising the Lots and common property the subject of the Strata Scheme;

Short-term Accommodation means accommodation which is less than 3 months in duration;

Strata Plan means Strata Plan 75626.

2. In this by-law a word which denotes:
 - (a) the singular includes plural and vice versa;
 - (b) any gender includes the other genders;
 - (c) any terms in the by-law will have the same meaning as those defined in the Act; and
 - (d) references to legislation include references to amending and replacing legislation.

Prohibited use

3. An Owner or Occupier of a Lot must:
 - (a) not use their Lot for Short-term Accommodation without consent from the Council;
 - (b) only use their Lot for its approved use; and
 - (c) not use their Lot for any purpose that is prohibited or not permitted by Law.

Owners required to provide information

4. If an Owner obtains consent from Council to use their Lot for Short Term Accommodation then the Owner must provide a copy of such consent to the Owners Corporation within seven (7) days.
5. Without in any way limiting section 49(1) of the Act, where an Owner or an existing Occupier leases a Lot (or any part of a Lot) to an Occupier, the Owner of the Lot must notify the Owners Corporation within 14 days after the date of the respective Occupier occupying the Lot, for inclusion in the strata roll, information relating to the Occupier as follows:
 - (a) the full name of the Occupier;
 - (b) the date of commencement of the occupation of the Lot by the Occupier; and
 - (c) the term of the occupation.
6. An owner of a Lot must provide details of all Occupiers residing in the respective Lot at any given time to the Owners Corporation upon demand.
7. An Owner must provide written confirmation to the Owners Corporation that an Occupier has vacated a lot within 14 days after such vacation.

Recovery of costs

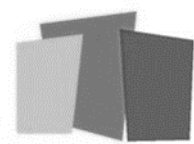
8. If an Owner or Occupier of a lot fails to comply with any obligation under this by-law, then the Owners Corporation may:
 - (a) request in writing that the Owner or Occupier comply with the terms of it, or enforce it against any Owner or Occupier of the respective Lot (whichever is applicable), including taking the appropriate legal action;

- (b) notify Council of any breach by the Owner or Occupier so that it may take the appropriate action; and/or
- (c) recover the cost (including any legal costs on an indemnity basis) of taking any action for breach of this by-law from the Owner or Occupier of a lot as a debt and such debt, if not paid at the end of one month after becoming due and payable will bear simple interest at the annual rate of 10% per annum (accrued daily) until paid.

Special by-law 10 – Renovations register (passed 15 March 2016, amended 2 October 2018)

The Owners Corporation, having given authority pursuant to s.65A of the *Strata Schemes Management Act 1996*, authorises to the relevant Owners detailed in the register below to undertake the Works as specified in the register. The Owner/s from time to time of those lots:

- (a) shall be responsible for the ongoing maintenance of the Works, including any work that altered the common property;
- (b) shall be responsible to keep the Works in good and serviceable repair and to renew or replace them when necessary;
- (c) in maintaining, repairing, renewing and replacing the Works, shall comply with any reasonable request of the Owners Corporation as to the manner of maintenance, repair, renewal or replacement;
- (d) 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 Works, including any liability in respect of the Works under s.65(6) of the *Strata Schemes Management Act 1996*;
- (e) must at the expense of the owner or owners comply with any requirement, notice or order concerning the Works imposed by the Council or by any Court or tribunal having jurisdiction over the matter;
- (f) shall be liable to the Owners Corporation in respect of any obligation arising under this by-law;
- (g) shall be responsible for any damage to the Works caused by the scheme's waterproofing defects until those waterproofing defects are repaired by the Owners Corporation;
- (h) if during the course of the Works the waterproof membrane in any of the locations in which it was carried out has been damaged or replaced, the Owner must provide evidence to the Owners Corporation that it has installed a new waterproof membrane and has received a 10 year warranty of fitness from the installer concerning the new waterproofing; and
- (i) despite any other clause in this by-law, the Owner must observe all by-laws in force for the scheme as far as they apply to the Works.



APT	LOT	Summary of Renovations ("Works")	EC Approval	Special Conditions (if any)
2016 AGM APPROVAL				
111	24	Install a 12kw ducted A/C system	22/01/16	NA
108	21	Replace kitchen cabinets, benchtops, appliances and reline, plaster and paint living area	24/11/15	NA
417	72	Retile and install new fittings in upstairs bathroom	24/11/15	NA
309	50	Kitchen renovation – replace appliances and install bench and cupboards	01/09/15	NA
2017 AGM APPROVAL				
603	84	Kitchen renovation – demolish kitchen, remove dwarf wall and install new kitchen	08/12/16	NA
505	81	Installation of hard flooring in the 2 bedrooms	08/12/16	NA
2018 AGM APPROVAL				
11	UG11	<p>Flooring - remove existing flooring and installation of Regupol 3010 8/4 underlay and oak boards in the living area</p> <p>Kitchen – installation of cabinets, new stove, bench and appliances</p> <p>Main bedroom and loggia plus removal of timber veneer panelling</p> <p>Installation of plasterboard sheeting and creation of a higher wall between the 2nd bedroom & kitchen</p> <p>Bathrooms - full re-tile (with Ardex membrane), replacement of toilets / vanity / shower screens / fixtures & fittings of two (2) bathrooms</p> <p>Laundry renovation</p> <p>New lighting installation</p>	13/11/2017	Flooring to comply with AAAC standards – 57IIC or higher (53 Ln,w or lower)

19	106	<p>Kitchen – replace with no power, gas or plumbing to be moved</p> <p>Bathroom – replace tiles, re-waterproof (no change to plumbing locations)</p> <p>Floors – install floating floor</p>	12/02/18	Flooring to comply with AAAC standards – 57IIC or higher (53 Ln,w or lower)
2018 EGM APPROVAL				
G01 & G02	92 & 93	<p>Renovation to commercial suite in accordance with the attached plans/documents:</p> <ul style="list-style-type: none"> • proposed floor plan by Warwick Institute of Australia, dated 11/05/2018; • floor finishes plan by Warwick Institute of Australia, dated 11/05/2018; • electrical layout- plan by Warwick Institute of Australia, dated 11/05/2018; • ceiling plan by Warwick Institute of Australia, dated 11/05/2018; • demolition plan by Warwick Institute of Australia, dated 11/05/2018; • electrical plans by G&A Consulting Group, dated 30/08/2018; • fire plans by Infinity Fire Services, dated October 2017; • hydraulics plans by HDD Consultants, dated 02/09/2018; • mechanical plans by Lee Engineering Consultants, dated 13/09/2018; • mechanical design statement by Lee Engineering Consultants, dated 14/09/2018; • architectural design statement by Edge Design Group, dated 06/09/2018. 	NA	<ul style="list-style-type: none"> • No penetration of the building's concrete slab. • Compliance with Australian Standards. • Compliance with SP75626 by-laws.

Special By-Law 11- Minor renovations by owners – Delegation of functions (passed 28 March 2017)

Within the meaning of section 110(6)(b) of the *Strata Schemes Management Act 2015* the owners corporation is permitted to delegate its functions under section 110 of that Act to the strata committee.

Special By-Law 12 - Level 6 Terraces (passed 28 March 2017)

- (a) It is the responsibility of an owner to maintain, renew, replace or repair the timber decking on the outdoor terraces within the boundaries of the level 6 lots.

- (b) An owner shall have the right to carry out any work to maintain and keep in a state of good and serviceable repair the timber decking on the outdoor terraces within the boundaries of the level 6 lots (at the owner's cost).
- (c) An owner shall have the right to carry out any work to replace or renew the timber decking on the outdoor terraces within the boundaries of the level 6 lots with the written approval of the strata committee (at the owner's cost).
- (d) The Owners Corporation will remain responsible for the maintenance and repair of the joists and slab that are positioned under the original timber decking on the outdoor terraces within the boundaries of the level 6 lots.

Special By-Law 13 – Disposal of abandoned goods on common property – Conferring power (passed 4 June 2018)

Within the meaning of section 125(a) of the Strata Schemes Management Act 2015 the owners corporation is permitted to store or dispose of, or authorise the disposal of, goods (other than motor vehicles and things permitted by the owners corporation to remain on common property) left on common property and confers the power under section 125 of that Act to the strata committee in accordance with Regulation 32 in the Strata Schemes Management Regulation 2016.

Special By-Law 14 – Window safety devices – child safety (passed 4 June 2018)

- (a) The Owners Corporation must ensure that there are complying window safety devices for all windows in the strata scheme.
- (b) An owner or occupier must provide the Owners Corporation, its agents, employees or contractors, power to access to any part of the parcel for the purpose of carrying out work regarding compliant window safety devices.
- (c) An owner or occupier must notify the Owners Corporation if a window safety device requires repair or replacement.

Special By-Law 15 – Obstruction of common property (passed 4 June 2018)

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

Special By-Law 16 – Signage (passed 4 June 2018)

16.1 An Owner or Occupier must not without the prior written consent of the Owners Corporation affix or exhibit any sign, advertisement or notice from any part of the parcel including but not limited to any window or wall on the boundary of the Lot.

16.2 The owners or occupiers of the lots set out in column “A” of the table set out below have the right to maintain signage on those parts of the Common Property referred to in Column “B” of the following table and shown on the Plan annexed hereto and marked with the letter “C”. The owners and occupiers with the benefit of this by-law must properly maintain, repair and where necessary replace the signage pertaining to their lot and obtain the consent of the Owners Corporation to the signage as well as all council consents and necessary permits to enable such signage as well as all council consents

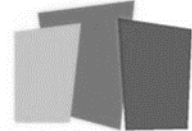
and necessary permits to enable such signage to be displayed PROVIDED THAT the owner(s) of lot(s) 9, 10, 92 and 93 shall not be required to obtain the consent of the Owners Corporation to the placing of signs on windows which are part of the perimeter of the lot if such signage is usual in the operation of business conducted from the lot

COLUMN "A"	COLUMN "B"
1	Signage location 7 on the Plan
9	Signage location 3 on the Plan
10	Signage location 4 on the Plan
92	Signage location 2 on the Plan
93	Signage location 6 on the Plan

16.3 When an owner or occupier, described in Column "A" above, seeks the consent of the Owners Corporation to the placement of a sign the Owners Corporation may elect to withhold consent to any signage if it is offensive, brightly illuminated, a neon sign or not in line with the character of the building.

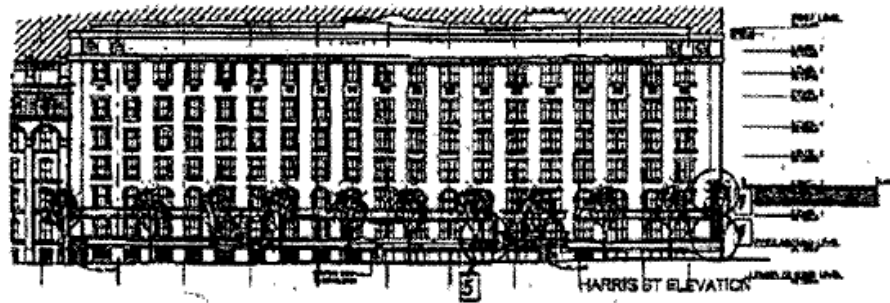
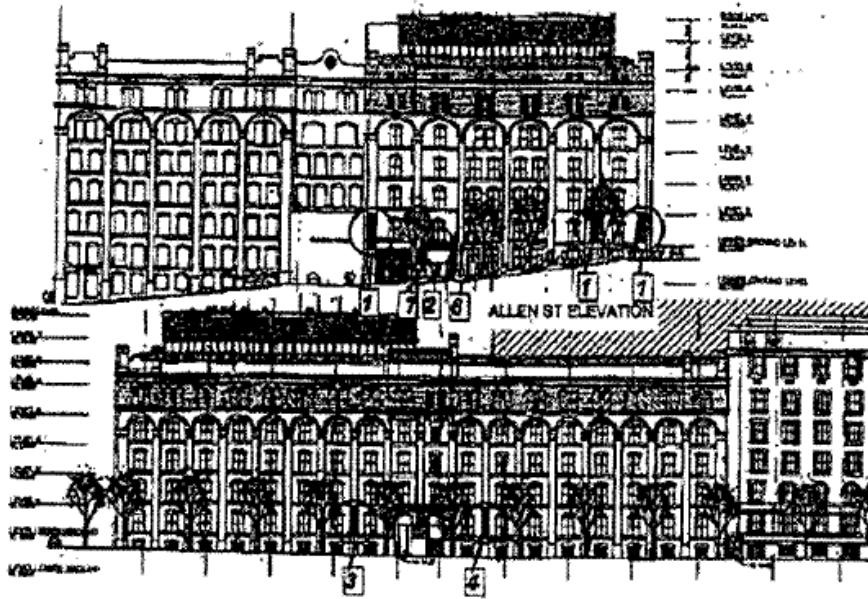
16.4 When seeking the consent of the Owners Corporation to any signage an owner or occupier must provide the Owners Corporation with a full set of sketches of all proposed signage detailing sizes, colours, fonts, design layout and materials to be used.

16.5 Any sign placed without the consent of the Owners Corporation may be removed by the Owners Corporation at the expense of the owner or occupier.





SP75626

"C"



REGISTERED 19-10-2005

Handwritten signatures and initials

-  GENERAL LOCATION
-  SPECIFIC SIGN AREA

SIGNAGE LOCATIONS - BY-LAW 25

26 of 26

Special By-Law 17 – Compliance with the by-laws and cost recovery

1.1 Compliance

Owners and occupiers of lots must comply with their obligations under and in accordance with the by-laws of the strata scheme from time to time.

1.2 Prohibition

An owner or occupier must:

- (a) not do anything, omit to do anything, or cause or permit any other person to do anything on the lot or common property that:
 - (i) causes damage to common property, or any personal property vested in the owners corporation;
 - (ii) breaches, or causes the parcel (or any part of it) to be in breach of any applicable law; and
- (b) without limiting the foregoing, exercise due care and skill to prevent the occurrence of damage or breach of law of the kind referred to in (a) above.

1.3 Remediation of breach

If an owner or occupier of a lot has an obligation hereunder and has failed to carry out that obligation, or has failed to carry out that obligation in a reasonable time:

- (a) the owners corporation may carry out that obligation on that owner or occupier's behalf; and
- (b) in so doing, is not liable to the owner or occupier (and the owner and occupier must indemnify the owners corporation immediately on demand) for any costs, loss, damage, liability or claim howsoever arising in connection therewith (even if arising due to the negligent or deliberate act or omission of the owners corporation).

1.4 Power to carry out work and recover costs

Within the meaning of section 120 of the Management Act, if:

- (a) work is required to be carried out by an owner or occupier of a lot under a term or condition hereof; and
- (b) that owner or occupier fails to carry out that work;

then the owners corporation may carry out that work and may recover the cost of carrying out that work from that owner or occupier, or any person who, after the work is carried out, becomes the owner of the lot.

1.5 Cost recovery

The owners corporation is entitled to recover from an owner or occupier of a lot any damage or loss suffered by the owners corporation as a result of the breach by an owner or occupier of their obligations hereunder, including, without limitation, the owners corporation's costs:

- (a) to carry out any obligation breached in accordance with clause 1.3;
- (b) to repair any damage caused to the property;
- (c) to clean any rubbish, dirt, debris, or staining caused to the property;
- (d) to rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus in the property;
- (e) to remediate a breach or non-compliance with any applicable law or the requirements of any Authority affecting the property and caused by that breach; and
- (f) to take any step, proceeding or action of any kind permitted at law in relation to that breach, including, without limitation:
 - (i) issuing any demand or notice, exercising and right or remedy (including a right or remedy arising under a by-law of the strata scheme), conducting or attempting to conduct any mediation or negotiation, taking any proceedings, seeking any relevant advice, or conducting any appeal or claim for prerogative relief); and
 - (ii) legal professional fees (on a solicitor/client basis), expenses and disbursements, expert fees, witness expenses, costs of holding meetings, and managing agent's fees.

For the purposes of this clause a reference to property includes the common property or personal property vested in the owners corporation, any property that forms part of a lot, or the personal property of another owner or occupier in the strata scheme.

1.6 Conditions attaching to remedial work

An owner or occupier of a lot who is required to do work under clause 1.3 must, except as may be provided otherwise herein:

- (a) prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing;
- (b) ensure that such work is done within 1 week from the breach requiring remediation, except to the extent otherwise provided herein;
- (c) ensure that such work is done:
 - (i) in accordance with any applicable law and any other applicable requirement hereof; and
 - (ii) in a proper and workmanlike manner and exercising due care and skill.

Note. If an owner or occupier of a lot fails to do work hereunder the owners corporation may by law be entitled to do that work and recover the cost from that owner or occupier, or any person who becomes the owner of their lot.

1.7 Indemnity

The owner or occupier of a lot must indemnify the owners corporation immediately on demand for any costs, loss, damage, liability or claim howsoever arising in connection with a breach by them of their obligations hereunder (even if arising due to the negligent or deliberate act or omission of the owners corporation).

1.8 Recovery of amounts

Any amount due to the owners corporation in connection herewith is recoverable by the owners corporation as a debt and:

- (a) bears interest as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner); and
- (b) may be recovered by the owners corporation as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner), including as to:

- (i) any interest payable; and
- (ii) the expenses of the owners corporation incurred in recovering those amounts.

Note. The vote of an owner of a lot at a general meeting of the owners corporation may not count by law unless payment has been made before that meeting of amounts recoverable from the owner in connection herewith.

1.9 Acting through others

Except as otherwise provided herein, a person may exercise a right granted to them hereunder, or meet an obligation imposed upon them hereunder, by their servants, agents, or contractors, however that person:

- (a) will not by reason only of so doing be released from that obligation, or release that right; and
- (b) is liable for the acts or omissions of those servants, agents or contractors as fully as if they were those servants, agents or contractors and those acts or omissions were theirs.

1.10 Liability for occupiers and invitees

- (a) An owner or occupier of a lot must ensure, and must use their best endeavours to ensure, that their invitees, agents, contractors or employees (and, in the case of an owner, any occupier of their lot) comply with any obligations that they have hereunder, or (so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.
- (b) An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

1.11 Exercise of care, skill and compliance with law

Except as otherwise provided herein, a person must, in exercising a right granted to them hereunder, or in meeting an obligation imposed on them hereunder:

- (a) exercise due care and skill; and
- (b) do so in accordance with any applicable law.

1.12 Application of the Civil Liability Act 2002

- (a) Owners and occupiers of lots acknowledge and agree that:
 - (i) the provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and
 - (ii) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.

- (b) Any provision hereof that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

1.13 Interpretation

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

- (a) the terms “herein”, “hereunder”, “hereof” and “herewith” mean, respectively, in, under, of and with this by-law, including any obligation arising by operation of clause 1.1;

- (b) the singular includes the plural and vice versa;

- (c) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;

- (d) a reference to a document, includes any amendment, replacement or novation of it;

- (e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;

- (f) any reference to legislation includes any amending or replacing legislation;

- (g) where words “includes”, “including”, “such as”, “like”, “for example” or similar are used, they are to be read as if immediately followed by the words “without limitation”;
- (h) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;
- (i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- (j) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;
- (k) where an obligation is imposed on a “person” hereunder, “person” does not include the owners corporation unless expressly provided otherwise; and
- (l) a term defined in the Strata Schemes Management Act 2015 or Strata Schemes Development Act 2015 will have the same meaning.

1.14 Functions of the owners corporation

- (a) Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.
- (b) No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

1.15 Severability

- (a) To the extent that any term herein is inconsistent with the Strata Schemes Management Act 2015 or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.
- (b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

1.16 Definitions

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

Authority means

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993.

Special By-Law 18 - lot 9 works

1 Approval of work

1.1 Work

Subject to the conditions herein the Authorised Owner may carry out and keep the Permitted Work.

1.2 Exclusive use

Subject to the conditions herein the Authorised Owner has exclusive use of the Exclusive Use Area.

1.3 Building Works

In respect of Building Works that the Authorised Owner is required or permitted to carry out under this by-law:

- (a) the Authorised Owner must comply, and those Building Works must comply, with the Building Works Conditions; and
- (b) those Building Works must be undertaken in accordance with, and comply with, any applicable provisions of the Scope of Works.

1.4 Ongoing maintenance and use

The Authorised Owner, at their own cost:

- (a) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- (b) must renew and replace any fixtures or fittings comprised in the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- (c) must ensure that the Exclusive Use Area is used in accordance with and continues to comply with the requirements hereof and any applicable law or Approval; and
- (d) must ensure that the Exclusive Use Area is kept clean and tidy at all times and free from hazards posing a risk of injury or death to persons or damage to property.

1.5 Costs

The Authorised Owner must pay the owners corporation's reasonable costs in connection herewith (including legal costs, disbursements, strata management costs, and registration costs, but excluding costs of consolidating by-laws other than this by-law for registration).

1.6 Access

The Authorised Owner must provide the owners corporation with access to the Authorised Lot and the Exclusive Use Area for the purpose of monitoring or enforcing compliance herewith (or if the Authorised Owner is not also the occupier of the Authorised Lot, the Authorised Owner must do all things within their power to procure such access) as follows:

- (a) during a period where Building Works are being carried out, within 24 hours of a request by the owners corporation; or

(b) in any other case, to the extent otherwise required by law.

1.7 Indemnity

The Authorised Owner will indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the owners corporation in connection with Building Works (or their use) or the use of the Exclusive Use Area.

1.8 Default

If the Authorised Owner fails to comply with any obligation hereunder the owners corporation may carry out that obligation and recover the cost of so doing from the Authorised Owner.

1.9 Scope of Works

Any provisions set out in the Scope of Works have effect as if they were provisions hereof. To the extent that any provision in the Scope of Works is inconsistent with any other provision hereof, the provision in the Scope of Works prevails to the extent of that inconsistency.

2 Methods and procedures

2.1 Approvals

In relation to any right granted to a person hereunder, that person must:

- (a) obtain all necessary Approvals (and ensure that all necessary Approvals are obtained) in relation to anything done or omitted to be done by them in the exercise of that right;
- (b) provide a copy of any such Approvals to the owners corporation;
- (c) in the event that such an Approval is required by law (or under the terms of an Approval) to be obtained before doing (or omitting to do) anything, supply a copy of that Approval to the owners corporation before doing (or omitting to do) that thing; and
- (d) provide a copy to the owners corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

2.2 Consent

Despite anything herein the owners corporation is not required to provide its consent as may be required by any Authority in connection with the exercise by a person of a right granted

hereunder, without limitation including by affixing its seal by way of consent to any application to a relevant consent authority for development consent, a construction certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

2.3 Bond

Where a person is required under a provision hereof to pay a bond to secure compliance with an obligation, except to the extent that provision requires otherwise, that bond:

- (a) is an amount in Australian currency as otherwise provided herein, or in the absence of such provision:
 - (i) as reasonably determined from time to time by the owners corporation; or
 - (ii) in the absence of such a determination, the amount of \$500;
- (b) is payable to the owners corporation prior to the secured obligation arising and, if the owners corporation reasonably directs, in the manner so directed by it from time to time;
- (c) may be applied by the owners corporation against any liability or debt of that person to the owners corporation, including without limitation a debt arising under section 120 of the Management Act in connection with a failure to carry out work required to be carried out by that person in respect of the secured obligation; and
- (d) must be returned by the owners corporation to that person after the expiry of 1 month following the satisfaction or ending of the secured obligation, less any amount deducted by the owners corporation in accordance herewith.

2.4 Acting through others

Except as otherwise provided herein, a person may exercise a right granted to them hereunder, or meet an obligation imposed upon them hereunder, by their servants, agents, or contractors, however that person:

- (a) will not by reason only of so doing be released from that obligation, or release that right; and

- (b) is liable for the acts or omissions of those servants, agents or contractors as fully as if they were those servants, agents or contractors and those acts or omissions were theirs.

2.5 Liability for occupiers and invitees

Except as otherwise provided herein:

- (a) An owner or occupier of a lot must ensure, and must use their best endeavours to ensure, that their invitees, agents, contractors or employees (and, in the case of an owner, any occupier of their lot) comply with any obligations that they have hereunder, or (so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.
- (b) An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

2.6 Exercise of care, skill and compliance with law

Except as otherwise provided herein, a person must, in exercising a right granted to them hereunder, or in meeting an obligation imposed on them hereunder:

- (a) exercise due care and skill; and
- (b) do so in accordance with any applicable law.

2.7 Obligation to do work to remedy breach

An owner or occupier of a lot is required to do any work necessary to remediate any breach by them hereof, including without limitation work to:

- (a) comply with the obligation breached;
- (b) repair any damage caused to the property;
- (c) clean any rubbish, dirt, debris, or staining caused to the property;
- (d) rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus in the property; and
- (e) remediate a breach or non-compliance with any applicable law or the requirements of any Authority affecting the property and caused by that breach

For the purposes of this clause 2.7 a reference to property includes the common property or personal property vested in the owners corporation

2.8 Conditions attaching to remedial work

An owner or occupier of a lot who is required to do work under clause 2.7 must, except as may be provided otherwise herein:

- (a) prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing;
- (b) ensure that such work is done within 1 week from the breach requiring remediation, except to the extent otherwise provided herein;
- (c) ensure that such work is done:
 - (i) in accordance with any applicable law and any other applicable requirement hereof; and
 - (ii) in a proper and workmanlike manner and exercising due care and skill.

Note. If an owner or occupier of a lot fails to do work hereunder the owners corporation may by law be entitled to do that work and recover the cost from that owner or occupier, or any person who becomes the owner of their lot.

2.9 Power to carry out work and recover costs

Within the meaning of section 120 of the Management Act, if:

- (a) work is required to be carried out by an owner or occupier of a lot under a term or condition hereof; and
- (b) that owner or occupier fails to carry out that work;

then the owners corporation may carry out that work and may recover the cost of carrying out that work from that owner or occupier, or any person who, after the work is carried out, becomes the owner of the lot.

2.10 Application of the Civil Liability Act 2002

- (a) Owners and occupiers of lots acknowledge and agree that:
 - (i) the provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and
 - (ii) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.
- (b) Any provision hereof that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

2.11 Recovery of amounts

Any amount due to the owners corporation in connection herewith is recoverable by the owners corporation as a debt and:

- (a) bears interest as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner); and
- (b) may be recovered by the owners corporation as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner), including as to:
 - (i) any interest payable; and
 - (ii) the expenses of the owners corporation incurred in recovering those amounts.

Note. The vote of an owner of a lot at a general meeting of the owners corporation may not count by law unless payment has been made before that meeting of amounts recoverable from the owner in connection herewith.

2.12 Alteration of building affecting lot boundary

An owner of a lot must comply with any obligation they may have under section 19 of the Development Act in respect of the strata scheme from time to time.

3 Definitions and interpretations

3.1 Interpretation

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

- (a) the terms “herein”, “hereunder”, “hereof” and “herewith” mean, respectively, in, under, of and with this by-law;
- (b) the singular includes the plural and vice versa;
- (c) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;
- (d) a reference to a document, includes any amendment, replacement or novation of it;
- (e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (f) any reference to legislation includes any amending or replacing legislation;
- (g) where words “includes”, “including”, “such as”, “like”, “for example” or similar are used, they are to be read as if immediately followed by the words “without limitation”;
- (h) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;
- (i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- (j) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;

- (k) where an obligation is imposed on a “person” hereunder, “person” does not include the owners corporation unless expressly provided otherwise; and
- (l) a term defined in the Management Act or Development Act will have the same meaning.

3.2 Functions of the owners corporation

- (a) Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.
- (b) No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

3.3 Severability

- (a) To the extent that any term herein is inconsistent with the Management Act or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.
- (b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

3.4 Definitions

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

Approval means:

- (a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;
- (b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) a certificate within the meaning of Division 6.3 of the Environmental Planning and Assessment Act 1979;
- (d) any order, direction or other requirement given or made by an Authority;
- (e) an order made under Division 9.3, 9.4 or 9.5 of the Environmental Planning and Assessment Act 1979; and
- (f) an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

Authorised Lot means lot 9 in the strata scheme bearing folio identifier 9/SP75626;

Authorised Owner means the owner of the Authorised Lot (or, if there is more than one such owner, those owners jointly and severally);

Authority means:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
- (d) an authorised fire officer within the meaning of Schedule 5 clause 16 of the Environmental Planning and Assessment Act 1979;

Building Works Conditions means the provisions of Annexure A;

Building Works has the meaning given to it in the Building Works Conditions;

common property means the common property in the strata scheme;

Development Act means the Strata Schemes Development Act 2015; **Exclusive**

Use Area means:

- (a) those parts of the common property which are occupied by the Permitted Works (once complete); and
- (b) any part of the common property that is, as a result of the Permitted Works (once complete) altering the effective physical boundaries of the premises the subject of the Authorised Lot:
 - (i) only accessible from within that premises; or
 - (ii) enclosed within the effective physical boundaries of that premises;

and includes a reference to any common property the ongoing maintenance of which is to be the responsibility of the Authorised Owner in accordance with the Resolution;

Management Act means the Strata Schemes Management Act 2015;

occupier means:

- (a) the occupier of a lot, but only in relation to the lot occupied by that occupier;
- (b) where there is more than one occupier of that lot, means those occupiers jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot occupied by that occupier or occupiers, means that occupier or those occupiers (joint and severally) in respect of each such lot severally;

owner means:

- (a) the owner of a lot, but only in relation to the lot owned by that owner;
- (b) where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally;

owners corporation means the owners corporation created on registration of the strata plan;

Permitted Work means Building Works as set out in the Scope of Works.

Resolution means the special resolution of the owners corporation to authorise the Authorised Owner to take such action the subject of section 108(1) of the Management Act as required to carry out works subject to and in accordance herewith, the ongoing maintenance of which is to be the responsibility of the Authorised Owner;

Scope of Works means the Scope of Works in Annexure B;

strata plan means strata plan number 75626; and

strata scheme means the strata scheme relating to the strata plan.

Annexure A Building Works Conditions

1 Building Works Conditions

1.1 General conditions applying to Building Works

Building Works must:

- (a) be carried out in accordance with and comply with any applicable law or Approval;
- (b) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so.
- (c) comply with the National Construction Code and the Building Code of Australia and not cause the parcel or any part of it to breach either of those codes;
- (d) be fit for their purpose;
- (e) only be carried out using materials belonging to you and not subject to any charge, lien, security interest or similar;
- (f) be carried out with due diligence and expedition and within a reasonable time;
- (g) cause a minimum of disruption to the use of the parcel and a minimum of damage to the parcel;

- (h) in any event, not occasion the occupation or use of open space areas of common property except as otherwise specifically approved in writing by the owners corporation;
- (i) except as otherwise approved by the owners corporation, be carried out only between the hours of 7:30am and 5:30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales) or between 8:30 am and Midday on a Saturday;
- (j) not cause damage to the parcel or any part of the parcel otherwise than authorised hereunder;
- (k) not adversely affect the structure or support of the parcel;
- (l) not compromise the proper functioning or performance of any existing system or element of the parcel, including without limitation with respect to waterproofing or fire protection; and
- (m) not cause or amount to a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the parcel by other owners or occupiers of lots.

1.2 Connection to services

Except as otherwise approved in writing by the owner's corporation, to the extent the Building Works are connected to any electrical, gas, water or other services, they must be connected only to such services that are separately metered to your lot (provided such separately metered services are otherwise connected to the lot).

1.3 Cleanliness, protection, and rectification

You must:

- (a) ensure the parcel is adequately protected from damage that may be caused by Building Works;
- (b) ensure any part of the parcel affected by Building Works is kept clean and tidy and is left clean and tidy on completion of Building Works; and
- (c) if Building Works cause damage to the parcel, rectify that damage, including doing any necessary Building Works.

1.4 Bond

You must, before carrying out Building Works, pay a bond to the owners corporation to secure compliance with your obligations under these Building Works Conditions in respect of those Building Works.

1.5 Plans and specifications

If the owners corporation has not previously been provided with them, you must provide a copy of any plans and specifications relating to Building Works to the owners corporation. Where those plans and specifications relate to any element of Building Works that is proposed to be undertaken, those plans and specifications must be provided to the owners corporation before that element of those Building Works is undertaken.

1.6 Insurance

You must effect and maintain the following insurance (or ensure the same is effected and maintained):

- (a) any insurance required by law in connection with Building Works; and
- (b) contractors all-risk insurance (including public liability insurance to a limit of not less than \$10,000,000 per event) in respect of the conduct of the Building Works naming the owners corporation as a beneficiary.

1.7 Ownership of works

Building Works form part of the common property only to the extent that they are affixed to the common property and occupy cubic space forming part of the common property.

1.8 Definitions

In addition to the terms otherwise defined herein, in these Building Works Conditions, unless the context otherwise requires:

Building Code of Australia has the meaning given to it under the Environmental Planning and Assessment Act 1979;

Building Works means building works and related products and services that you are required or permitted to put effect to hereunder, and includes a reference to:

- (a) ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of those building works, and the supply of those products and services; and
- (b) as the context may require, a reference to the result of those building works and related products and services being done and supplied; and

National Construction Code means the National Construction Code published by the Australian Building Codes Board from time to time;

you means a person who is required to comply with these Building Works Conditions, or whose Building Works are required to comply with these Building Works Conditions; and

your has a corresponding meaning to You.

Annexure B Scope of Works

1 Scope of Works

1.1 Bathroom

Installation of a bathroom in the Authorised Lot, as illustrated in the plans annexed to this by-law, including:

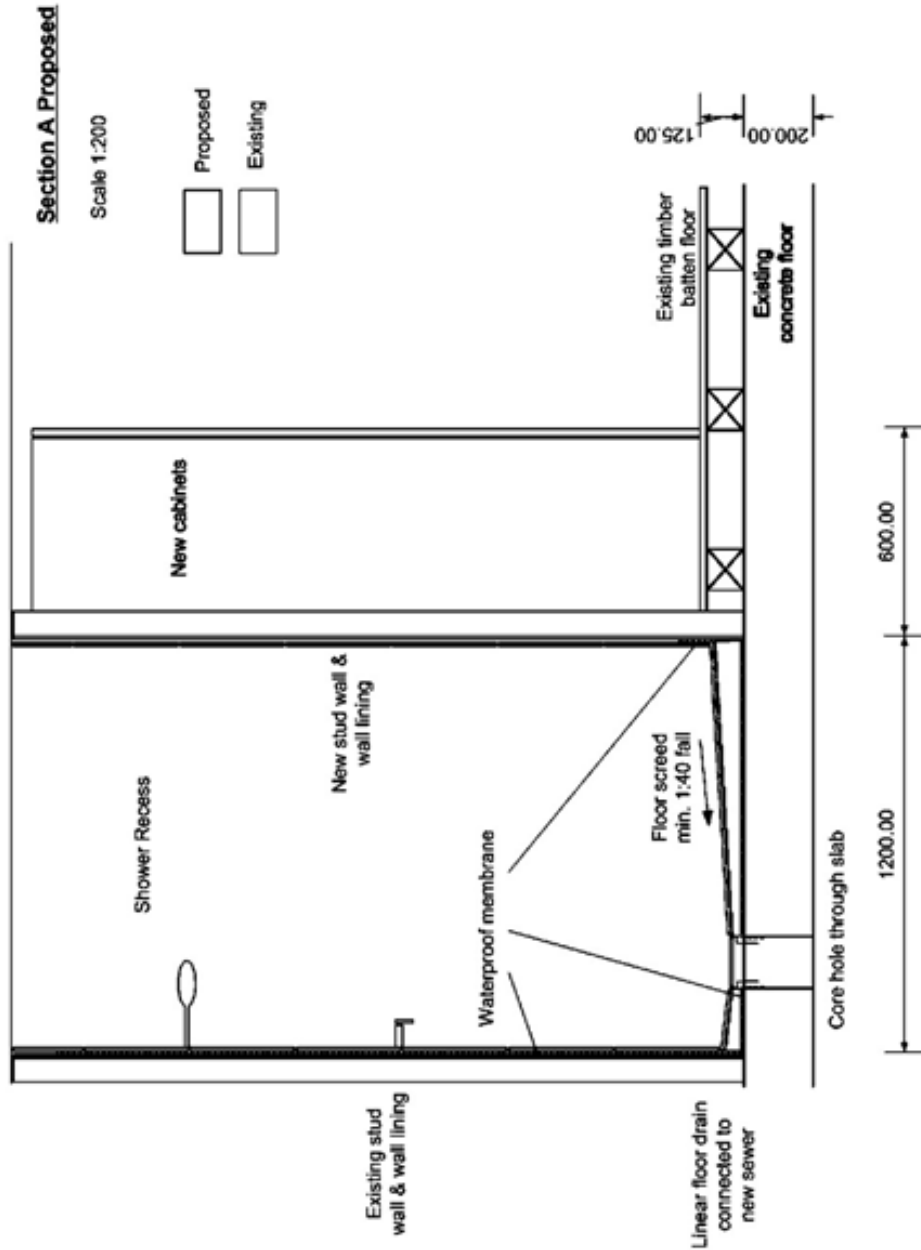
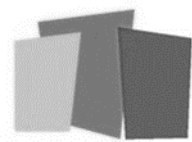
- (a) installation of a new internal stud wall to enclose the new bathroom;
- (b) installation of new fixtures, fittings, cabinetry, shower, toilet suite and vanity;
- (c) drilling of core holes in the existing floor slab;
- (d) installation of new floor and wall tiling including waterproofing works; and
- (e) plumbing and electrical works as necessary.

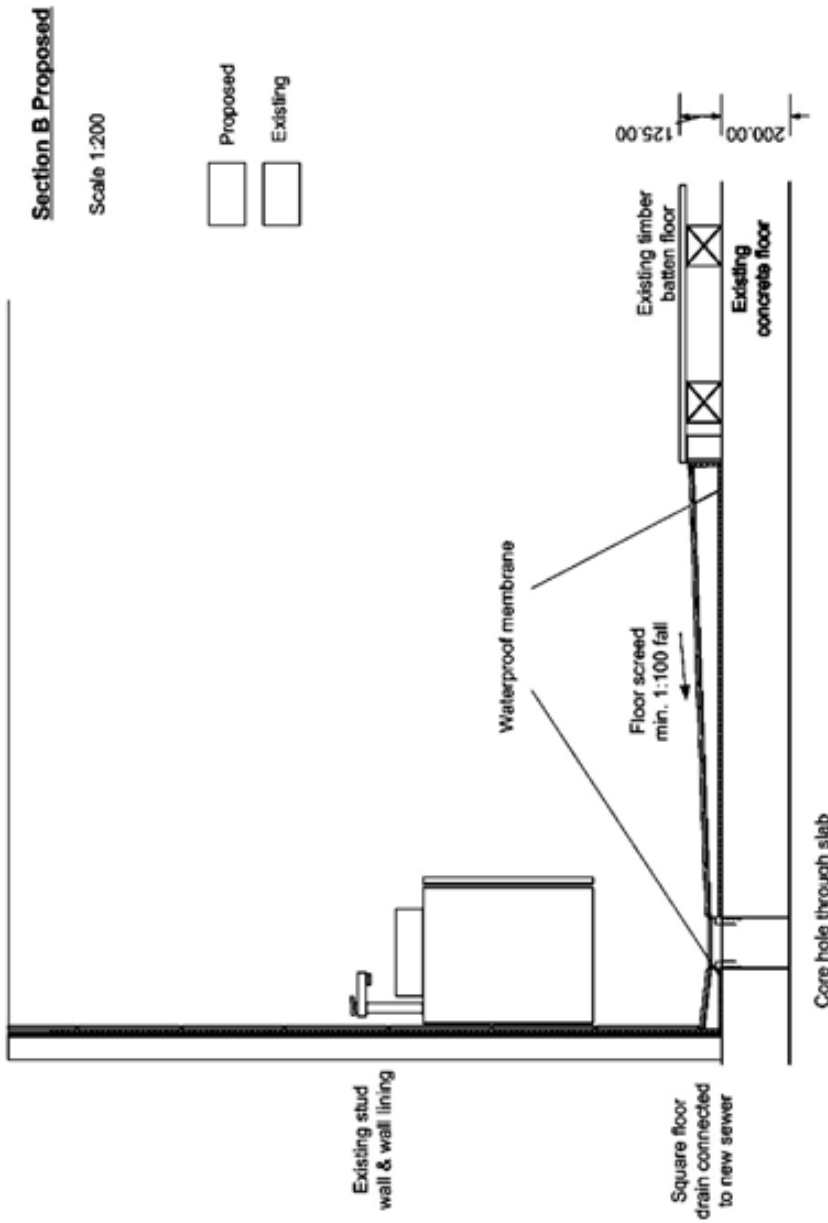
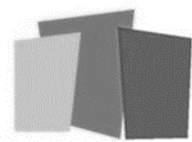
1.2 Plans and drawings

A reference to, or the incorporation of, a plan, drawing, sketch or diagram herein is taken to be a reference to, or the incorporation of, the original of that document at its original scale.

1.3 Works in accordance with the annexed plans, drawings and diagrams

Undertaking of the works as contemplated and denoted by the annexed plans, drawings and diagrams.





Special By-Law 19 – lot 5 works

1 Approval of work

1.1 Work

Subject to the conditions herein the Authorised Owner may carry out and keep the Permitted Work.

1.2 Exclusive use

Subject to the conditions herein the Authorised Owner has exclusive use of the Exclusive Use Area.

1.3 Building Works

In respect of Building Works that the Authorised Owner is required or permitted to carry out under this by-law:

- (a) the Authorised Owner must comply, and those Building Works must comply, with the Building Works Conditions; and
- (b) those Building Works must be undertaken in accordance with, and comply with, any applicable provisions of the Scope of Works.

1.4 Ongoing maintenance and use

The Authorised Owner, at their own cost:

- (a) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- (b) must renew and replace any fixtures or fittings comprised in the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- (c) must ensure that the Exclusive Use Area is used in accordance with and continues to comply with the requirements hereof and any applicable law or Approval; and
- (d) must ensure that the Exclusive Use Area is kept clean and tidy at all times and free from hazards posing a risk of injury or death to persons or damage to property.

1.5 Costs

The Authorised Owner must pay the owners corporation's reasonable costs in connection herewith (including legal costs, disbursements, strata management costs, and registration costs, but excluding costs of consolidating by-laws other than this by-law for registration).

1.6 Access

The Authorised Owner must provide the owners corporation with access to the Authorised Lot and the Exclusive Use Area for the purpose of monitoring or enforcing compliance herewith (or if the Authorised Owner is not also the occupier of the Authorised Lot, the Authorised Owner must do all things within their power to procure such access) as follows:

- (a) during a period where Building Works are being carried out, within 24 hours of a request by the owners corporation; or
- (b) in any other case, to the extent otherwise required by law.

1.7 Indemnity

The Authorised Owner will indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the owners corporation in connection with Building Works (or their use) or the use of the Exclusive Use Area.

1.8 Default

If the Authorised Owner fails to comply with any obligation hereunder the owners corporation may carry out that obligation and recover the cost of so doing from the Authorised Owner.

1.9 Scope of Works

Any provisions set out in the Scope of Works have effect as if they were provisions hereof. To the extent that any provision in the Scope of Works is inconsistent with any other provision hereof, the provision in the Scope of Works prevails to the extent of that inconsistency.

2 Methods and procedures

2.1 Approvals

In relation to any right granted to a person hereunder, that person must:

- (a) obtain all necessary Approvals (and ensure that all necessary Approvals are obtained) in relation to anything done or omitted to be done by them in the exercise of that right;

- (b) provide a copy of any such Approvals to the owners corporation;
- (c) in the event that such an Approval is required by law (or under the terms of an Approval) to be obtained before doing (or omitting to do) anything, supply a copy of that Approval to the owners corporation before doing (or omitting to do) that thing; and
- (d) provide a copy to the owners corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

2.2 Consent

Despite anything herein the owners corporation is not required to provide its consent as may be required by any Authority in connection with the exercise by a person of a right granted hereunder, without limitation including by affixing its seal by way of consent to any application to a relevant consent authority for development consent, a construction certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

2.3 Bond

Where a person is required under a provision hereof to pay a bond to secure compliance with an obligation, except to the extent that provision requires otherwise, that bond:

- (a) is an amount in Australian currency as otherwise provided herein, or in the absence of such provision:
 - (i) as reasonably determined from time to time by the owners corporation; or
 - (ii) in the absence of such a determination, the amount of \$500;
- (b) is payable to the owners corporation prior to the secured obligation arising and, if the owners corporation reasonably directs, in the manner so directed by it from time to time;
- (c) may be applied by the owners corporation against any liability or debt of that person to the owners corporation, including without limitation a debt arising under section 120 of the Management Act in connection with a failure to carry out work required to be carried out by that person in respect of the secured obligation; and

- (d) must be returned by the owners corporation to that person after the expiry of 1 month following the satisfaction or ending of the secured obligation, less any amount deducted by the owners corporation in accordance herewith.

2.4 Acting through others

Except as otherwise provided herein, a person may exercise a right granted to them hereunder, or meet an obligation imposed upon them hereunder, by their servants, agents, or contractors, however that person:

- (a) will not by reason only of so doing be released from that obligation, or release that right; and
- (b) is liable for the acts or omissions of those servants, agents or contractors as fully as if they were those servants, agents or contractors and those acts or omissions were theirs.

2.5 Liability for occupiers and invitees

Except as otherwise provided herein:

- (a) An owner or occupier of a lot must ensure, and must use their best endeavours to ensure, that their invitees, agents, contractors or employees (and, in the case of an owner, any occupier of their lot) comply with any obligations that they have hereunder, or (so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.
- (b) An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

2.6 Exercise of care, skill and compliance with law

Except as otherwise provided herein, a person must, in exercising a right granted to them hereunder, or in meeting an obligation imposed on them hereunder:

- (a) exercise due care and skill; and
- (b) do so in accordance with any applicable law.

2.7 Obligation to do work to remedy breach

An owner or occupier of a lot is required to do any work necessary to remediate any breach by them hereof, including without limitation work to:

- (a) comply with the obligation breached;
- (b) repair any damage caused to the property;
- (c) clean any rubbish, dirt, debris, or staining caused to the property;

- (d) rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus in the property; and
- (e) remediate a breach or non-compliance with any applicable law or the requirements of any Authority affecting the property and caused by that breach.

For the purposes of this clause 2.7 a reference to property includes the common property or personal property vested in the owners corporation.

2.8 Conditions attaching to remedial work

An owner or occupier of a lot who is required to do work under clause 2.7 must, except as may be provided otherwise herein:

- (a) prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing;
- (b) ensure that such work is done within 1 week from the breach requiring remediation, except to the extent otherwise provided herein;
- (c) ensure that such work is done:
 - (i) in accordance with any applicable law and any other applicable requirement hereof; and
 - (ii) in a proper and workmanlike manner and exercising due care and skill.

***Note.** If an owner or occupier of a lot fails to do work hereunder the owners corporation may by law be entitled to do that work and recover the cost from that owner or occupier, or any person who becomes the owner of their lot.*

2.9 Power to carry out work and recover costs

Within the meaning of section 120 of the Management Act, if:

- (a) work is required to be carried out by an owner or occupier of a lot under a term or condition hereof; and
- (b) that owner or occupier fails to carry out that work;

then the owners corporation may carry out that work and may recover the cost of carrying out that work from that owner or occupier, or any person who, after the work is carried out, becomes the owner of the lot.

2.10 Application of the Civil Liability Act 2002

- (a) Owners and occupiers of lots acknowledge and agree that:
 - (i) the provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and
 - (ii) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.
- (b) Any provision hereof that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

2.11 Recovery of amounts

Any amount due to the owners corporation in connection herewith is recoverable by the owners corporation as a debt and:

- (a) bears interest as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner); and
- (b) may be recovered by the owners corporation as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner), including as to:
 - (i) any interest payable; and
 - (ii) the expenses of the owners corporation incurred in recovering those amounts.

Note. The vote of an owner of a lot at a general meeting of the owners corporation may not count by law unless payment has been made before that meeting of amounts recoverable from the owner in connection herewith.

2.12 Alteration of building affecting lot boundary

An owner of a lot must comply with any obligation they may have under section 19 of the Development Act in respect of the strata scheme from time to time.

3 Definitions and interpretations

3.1 Interpretation

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

- (a) the terms “herein”, “hereunder”, “hereof” and “herewith” mean, respectively, in,
- (b) under, of and with this by-law;
- (c) the singular includes the plural and vice versa;
- (d) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;
- (e) a reference to a document, includes any amendment, replacement or novation of it;
- (f) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (g) any reference to legislation includes any amending or replacing legislation;
- (h) where words “includes”, “including”, “such as”, “like”, “for example” or similar are used, they are to be read as if immediately followed by the words “without limitation”;
- (i) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;
- (j) any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- (k) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;
- (l) where an obligation is imposed on a “person” hereunder, “person” does not include the owners corporation unless expressly provided otherwise; and
- (m) a term defined in the Management Act or Development Act will have the same meaning.

3.2 Functions of the owners corporation

- (a) Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.
- (b) No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

3.3 Severability

- (a) To the extent that any term herein is inconsistent with the Management Act or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.
- (b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

3.4 Definitions

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

Approval means:

- (a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;
- (b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) a certificate within the meaning of Division 6.3 of the Environmental Planning and Assessment Act 1979;
- (d) any order, direction or other requirement given or made by an Authority;
- (e) an order made under Division 9.3, 9.4 or 9.5 of the Environmental Planning and Assessment Act 1979; and
- (f) an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

Authorised Lot means lot 5 in the strata scheme bearing folio identifier 5/SP75626;

Authorised Owner means the owner of the Authorised Lot (or, if there is more than one such owner, those owners jointly and severally);

Authority means:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
- (d) an authorised fire officer within the meaning of Schedule 5 clause 16 of the Environmental Planning and Assessment Act 1979;

Building Works Conditions means the provisions of Annexure A;

Building Works has the meaning given to it in the Building Works Conditions;

common property means the common property in the strata scheme;

Development Act means the Strata Schemes Development Act 2015;

Exclusive Use Area means:

- (a) those parts of the common property which are occupied by the Permitted Works (once complete); and
- (b) any part of the common property that is, as a result of the Permitted Works (once complete) altering the effective physical boundaries of the premises the subject of the Authorised Lot:
 - (i) only accessible from within that premises; or
 - (ii) enclosed within the effective physical boundaries of that premises;

and includes a reference to any common property the ongoing maintenance of which is to be the responsibility of the Authorised Owner in accordance with the Resolution;

Management Act means the Strata Schemes Management Act 2015;

occupier means:

- (a) the occupier of a lot, but only in relation to the lot occupied by that occupier;
- (b) where there is more than one occupier of that lot, means those occupiers jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot occupied by that occupier or occupiers, means that occupier or those occupiers (joint and severally) in respect of each such lot severally;

owner means:

- (a) the owner of a lot, but only in relation to the lot owned by that owner;
- (b) where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally;

owners corporation means the owners corporation created on registration of the strata plan;

Permitted Work means Building Works as set out in the Scope of Works.

Resolution means the special resolution of the owners corporation to authorise the Authorised Owner to take such action the subject of section 108(1) of the Management Act as required to carry out works subject to and in accordance herewith, the ongoing maintenance of which is to be the responsibility of the Authorised Owner;

Scope of Works means the Scope of Works in Annexure B;

strata plan means strata plan number 75626; and

strata scheme means the strata scheme relating to the strata plan.

Annexure A Building Works Conditions

1 Building Works Conditions

1.1 General conditions applying to Building Works

Building Works must:

- (a) be carried out in accordance with and comply with any applicable law or Approval;
- (b) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;
- (c) comply with the National Construction Code and the Building Code of Australia and not cause the parcel or any part of it to breach either of those codes;
- (d) be fit for their purpose;
- (e) only be carried out using materials belonging to you and not subject to any charge, lien, security interest or similar;
- (f) be carried out with due diligence and expedition and within a reasonable time;
- (g) cause a minimum of disruption to the use of the parcel and a minimum of damage to the parcel;
- (h) in any event, not occasion the occupation or use of open space areas of common property except as otherwise specifically approved in writing by the owners corporation;
- (i) except as otherwise approved by the owners corporation, be carried out only between the hours of 7:30am and 5:30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales) or between 8:30 am and Midday on a Saturday;
- (j) not cause damage to the parcel or any part of the parcel otherwise than authorised hereunder;

- (k) not adversely affect the structure or support of the parcel;
- (l) not compromise the proper functioning or performance of any existing system or element of the parcel, including without limitation with respect to waterproofing or fire protection; and
- (m) not cause or amount to a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the parcel by other owners or occupiers of lots.

1.2 Connection to services

Except as otherwise approved in writing by the owners corporation, to the extent the Building Works are connected to any electrical, gas, water or other services, they must be connected only to such services that are separately metered to your lot (provided such separately metered services are otherwise connected to the lot).

1.3 Cleanliness, protection and rectification

You must:

- (a) ensure the parcel is adequately protected from damage that may be caused by Building Works;
- (b) ensure any part of the parcel affected by Building Works is kept clean and tidy and is left clean and tidy on completion of Building Works; and
- (c) if Building Works cause damage to the parcel, rectify that damage, including doing any necessary Building Works.

1.4 Bond

You must, before carrying out Building Works, pay a bond to the owners corporation to secure compliance with your obligations under these Building Works Conditions in respect of those Building Works.

1.5 Plans and specifications

If the owners corporation has not previously been provided with them, you must provide a copy of any plans and specifications relating to Building Works to the owners corporation. Where those plans and specifications relate to any element of Building Works that is proposed to be undertaken, those plans and specifications must be provided to the owners corporation before that element of those Building Works is undertaken.

1.6 Insurance

You must effect and maintain the following insurance (or ensure the same is effected and maintained):

- (a) any insurance required by law in connection with Building Works; and
- (b) contractors all-risk insurance (including public liability insurance to a limit of not less than \$10,000,000 per event) in respect of the conduct of the Building Works naming the owners corporation as a beneficiary.

1.7 Ownership of works

Building Works form part of the common property only to the extent that they are affixed to the common property and occupy cubic space forming part of the common property.

1.8 Definitions

In addition to the terms otherwise defined herein, in these Building Works Conditions, unless the context otherwise requires:

Building Code of Australia has the meaning given to it under the Environmental Planning and Assessment Act 1979;

Building Works means building works and related products and services that you are required or permitted to put effect to hereunder, and includes a reference to:

- (a) ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of those building works, and the supply of those products and services; and
- (b) as the context may require, a reference to the result of those building works and related products and services being done and supplied; and

National Construction Code means the National Construction Code published by the Australian Building Codes Board from time to time;

you means a person who is required to comply with these Building Works Conditions, or whose Building Works are required to comply with these Building Works Conditions; and

your has a corresponding meaning to You.

Annexure B Scope of Works

1 Scope of Works

1.1 Bathroom

Renovation of the bathroom of the Authorised Lot in accordance with the annexed plans, including:

- (a) removal of all fixtures, fittings, cabinetry, shower, toilet suite and vanity;
- (b) installation of new fixtures, fittings, cabinetry, shower, toilet suite and vanity;
- (c) removal of floor and wall tiling;
- (d) installation of new floor and wall tiling including waterproofing works; and
- (e) plumbing and electrical works as necessary.

1.2 Laundry

Renovation of the laundry of the Authorised Lot including: (a) removal of all fixtures, fittings, cabinetry and basin;

- (b) installation of new fixtures, fittings, cabinetry and basin;
- (c) removal of floor and wall tiling;
- (d) installation of new floor and wall tiling including waterproofing works; and
- (e) plumbing and electrical works as necessary.

1.3 Kitchen

Renovation of the kitchen of the Authorised Lot in accordance with the annexed plans, including:

- (a) removal of all fixtures, fittings, appliances and cabinetry;
- (b) installation of new fixtures, fittings, appliances and cabinetry;
- (c) removal of floor and wall coverings;
- (d) installation of new floor and wall coverings; and
- (e) plumbing and electrical works as necessary.

1.4 Pocket and sliding door works

Installation of various pocket and sliding doors throughout the Authorised Lot, including:

- (a) removal of part of the partition wall located between the bedroom and the living room;

- (b) installation of a sliding door to the opening made by the partition wall removal works noted at clause 1.4(a) above;
- (c) installation of a new pocket door in the bedroom;
- (d) removal of part of the partition wall adjacent to the study room;
- (e) installation of a pocket door to the opening made by the partition wall removal works noted at clause 1.4(d) above; and
- (f) removal of the existing sliding door located between the living room and the sunroom.

1.5 Gyprock and ceiling works

Gyprock and ceiling works through the Authorised Lot, including:

- (a) installation of new gyprock walls in the living room; and
- (b) installation of a new P50 shadowline ceiling throughout the kitchen, living room, bedroom and bathroom to accommodate the new downlights referred to at clause 1.6 below

1.6 Lighting works

The installation LED downlights throughout the Authorised Lot, including:

- (a) removal of existing ceiling lighting from the kitchen, living, bedroom and bathroom areas;
- (b) installation of new LED downlights in the kitchen, living, bedroom and bathroom areas;
- (c) associated electrical works in wall and ceiling cavities; and
- (d) associated works to the new light fittings.

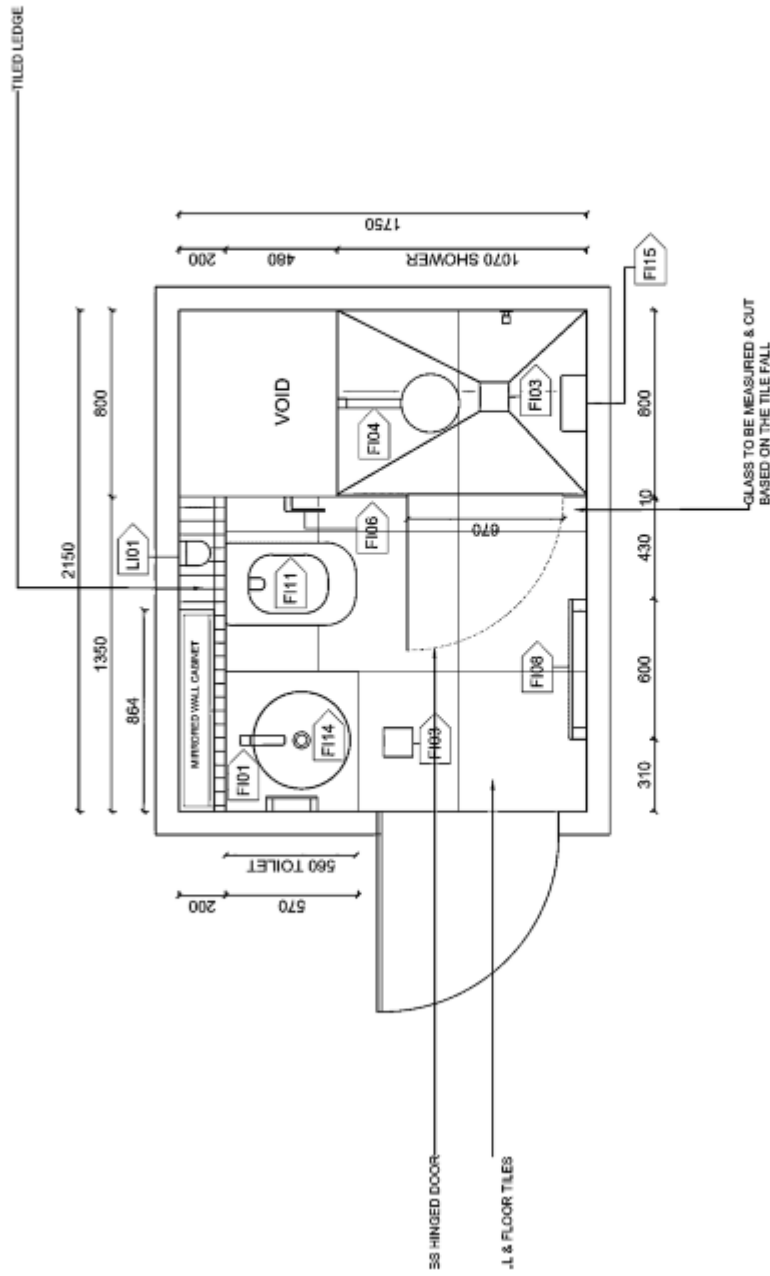
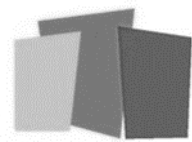
1.7 Timber flooring

Installation of new timber flooring in the Authorised Lot, including:

- (a) removal of existing flooring throughout living, bedroom and kitchen areas;
- (b) installation of acoustic underlay; and
- (c) installation of floating timber floorboards.

1.8 Plans and drawings

A reference to, or the incorporation of, a plan, drawing, sketch or diagram herein is taken to be a reference to, or the incorporation of, the original of that document at its original scale.



FLOOR PLAN

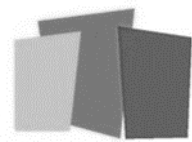
NOTES:

1. Fix and install fixtures. 1.5m finished dimensions on all sides in

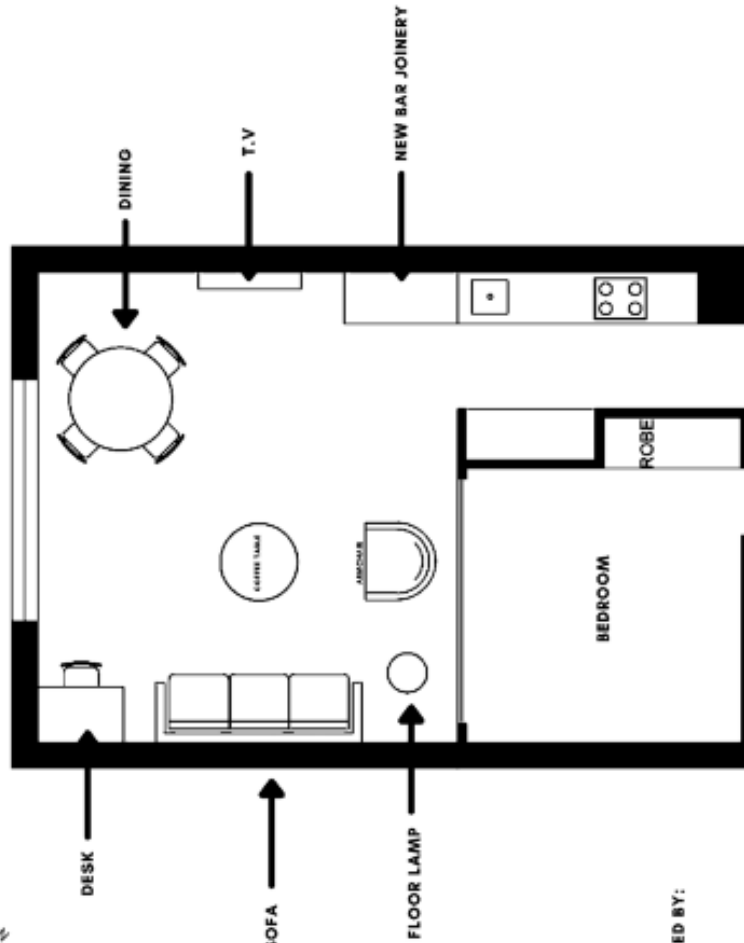
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STAGE: **Concrete**

SCALE:

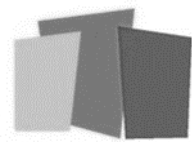


HARRIS ST PROJECT
PROPOSED LAYOUT



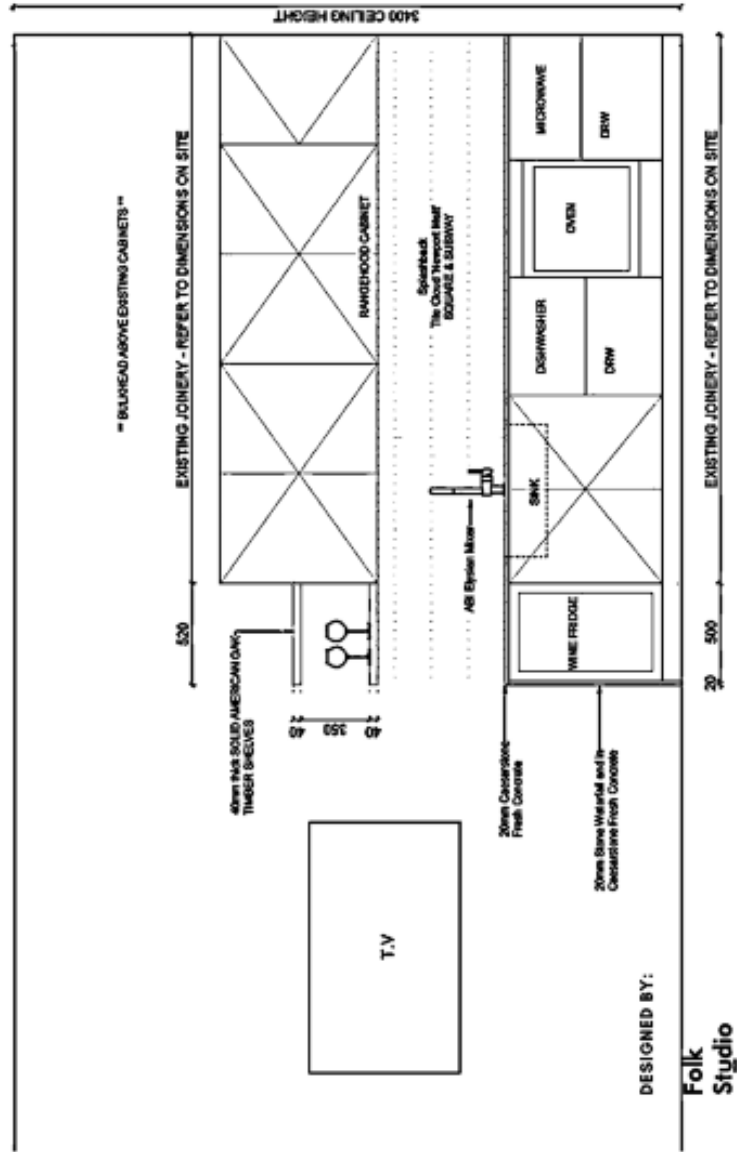
LIVING
KITCHEN

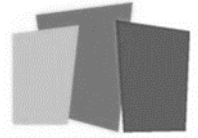
DESIGNED BY:
**Folk
Studio**



HARRIS ST PROJECT
PROPOSED LAYOUT

KITCHEN





WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES