

STRATA PLAN 87345

BY-LAWS

CAMMERAY PLACE – 53 PALMER STREET, CAMMERAY NSW 2062

A BY-LAWS

1. NOISE

- 1.1 An Owner or Occupier of a Lot, or any Invitee of an Owner or Occupier of a Lot, must not create any noise on a Lot or the Common Property likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property.
- 1.2 The Owner of any Plant or residential Air Conditioning Equipment in the building must ensure that the machinery does not create noise likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot.

2. VEHICLES ON COMMON PROPERTY

An Owner or Occupier of a Lot must not park or stand any motor or other vehicle on Common Property or permit a motor vehicle to be parked or stood on Common Property, except with the prior written approval of the Owners Corporation or as permitted by a sign authorised by the Owners Corporation.

3. OBSTRUCTION OF COMMON PROPERTY

An Owner or Occupier of a Lot must not obstruct lawful use of Common Property.

4. DAMAGE TO PLANTS AND GARDENS

An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation:

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

5. DAMAGE OR ALTERATIONS TO COMMON PROPERTY

- 5.1 Only an Owner of a Lot or their authorised agent can carry out cosmetic works such as installing or replacing hooks, nails or screws for hanging paintings or other things on walls, interior painting, and filling minor cracks and holes.
- 5.2 This by-law does not prevent an Owner or person authorised by the Owner from installing:
- (a) any locking or other safety device for the protection of the Owner's Lot against intruders;
 - (b) any screen or device to prevent entry of animals or insects on the Lot; or
 - (c) any structure or device to prevent harm to children.

- 5.3 Any such screen or device or structure as by-law 5.2 must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with other similar previously installed devices and the appearance of the rest of the Building.
- 5.4 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 5.2 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 5.2 that forms part of the Common Property and that Services the Lot.
- 5.5 Structural Alterations to a lot are covered in by-law 23 and Minor Renovations are covered in by-law 43.

6. BEHAVIOUR OF OWNERS, OCCUPIERS OR INVITEES

An Owner or Occupier of a Lot, or any Invitee of an Owner or Occupier of a Lot, when on Common Property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using Common Property.

7. CHILDREN ON COMMON PROPERTY

An Owner, Occupier or Invitee of a Lot must not permit any child under 15 years of age for whom the Owner, Occupier or Invitee is responsible, unless accompanied by an adult exercising effective control, to be or remain in or on the loading dock, driveways and ramps, carparks, gym, swimming pool and Level 6 terraces that are areas of possible danger or hazard to that child unsupervised.

8. DEPOSITING OF RUBBISH OR OTHER ITEMS ON COMMON PROPERTY

An Owner, Occupier or Invitee of a Lot must not store, deposit or throw on the Common Property any cigarette butts, rubbish, used goods, boxes, crates, dirt, debris or the like or any other article or material without the prior consent of the Owners Corporation.

9. DRYING OR AIRING OF ARTICLES OR WASHING

An Owner or Occupier of a Lot must not hang any washing or laundry items, bedding, towels or clothing or other item on any part of the Lot in such a way as to be visible from the street.

10. CLEANING OF WINDOWS AND DOORS

- 10.1 Except in the circumstances referred to in by-law 10.2, an Owner or Occupier of a Lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is Common Property
- 10.2 The Owners Corporation is responsible for cleaning all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or Occupier of the Lot safely or at all.

11. STORAGE OF INFLAMMABLE LIQUIDS, SUBSTANCES OR OTHER MATERIALS

- 11.1 An Owner or Occupier of a Lot must not, except with the approval in writing of the Owners Corporation, use or store on the Lot or the Common Property any inflammable chemical, liquid or gas or other inflammable material.
- 11.2 This by-law does not apply to chemicals, liquids or 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.

12. MOVEMENT OF FURNITURE OR OBJECTS THROUGH COMMON PROPERTY

- 12.1 An Owner or Occupier of a Lot or any person authorised on their behalf must not transport any furniture or large object through or on Common Property within the Building unless 3 days' notice and a request to do so has first been given to the Secretary of the Owners Corporation so as to allow lift protection covers to be erected and a committee representative to be present if deemed necessary at the time when the Owner or Occupier does so.
- 12.2 An Owner or Occupier of a Lot or any person authorised on their behalf must use the loading dock to load and unload any furniture and large objects being transported through the building, which is available between 7 am and 8 pm daily.
- 12.3 (a). An Owner or Occupier of any Lot or any person authorised on their behalf must utilise the Main Lift or fire stairs for the transporting of any large object or furniture through the building.
- (b) An Owner or Occupier of any Lot or any person authorised on their behalf including Lots on Level 1 shall not use the main entrance door from Palmer Street to transport furniture or large objects through the building.
- 12.4 An Owner or Occupier recognises their obligation to assist in recovery of costs for any damage to Common Property caused by the movement of their large objects or furniture in accordance with by-law 42.

13. FLOOR COVERINGS

- 13.1 An Owner of a Lot must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot, and in particular will have to install such underlays or sound proofing that is in accordance with the Building Code of Australia.
- 13.2 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.
- 13.3 Change from carpets to tiles or floorboards or any other hard surface requires application to the Owners Corporation for a special resolution.
- 13.4 An Owner of any Lot wishing to replace carpet with any type of wooden, composite or synthetic flooring must specify and use as the underlay
- a) 1 layer of 4mm AngelStep 630 running in the east to west direction and
 - b) 1 layer of 4mm AngelStep 630 running in the north to south direction
- and
- c) 1 layer of 12mm AngelStep 12 to comply with a final rating of LnT, w ≤ 42.

14. GARBAGE AND WASTE DISPOSAL FOR RESIDENTIAL LOTS

- 14.1 An Owner or Occupier of a Residential Lot must:
- (a) not make use of the retail commercial bins;
 - (b) dispose of general waste by placing it in any garbage chute provided and/ or in the appropriate garbage bins located on the Common Property;
 - (c) dispose of recyclable waste by placing it in the designated recyclable garbage bins located on the Common Property;
 - (d) ensure that before general refuse is placed in any chute or garbage bin, it is securely wrapped or in the case of containers, completely drained;
 - (e) ensure that all cardboard boxes are flattened before being placed in any designated recyclable bin;
 - (f) not dispose of any recyclable waste in any garbage chute;
 - (g) promptly remove and take action to clean the area of any spill when disposing of garbage in a receptacle or chute;
 - (h) not use any garbage chute between 10 pm and 7 am; and
 - (i) comply with the directions from time to time of the Owners Corporation as to the manner of disposal of garbage, as set out in signage, email, notices or otherwise.
- 14.2 Household items and e-waste as described by North Sydney Council are to be disposed of as instructed in Residents Information on the Cammeray Place Website.

15. KEEPING OF ANIMALS OR PETS

- 15.1 An Owner, Occupier or Invitee of a Lot must not:
- (a) keep or bring onto the Lot or the Common Property any animal or pet except a recognised toy or small dog measuring no higher than 40cm at the wither when fully grown, or a cat or a small caged bird; or
 - (b) keep in the Lot more than one pet specified in clause 15.1 (a).
- 15.2 Dogs and cats must be either carried or short leashed at all times by the Owner, Occupier or Invitee through Common Property.
- 15.3 Any potential new Owner or Occupier of a Lot, wishing to keep an animal in the Building in accordance with by-law 15.1, must make a written application, which includes details of the relevant animal, to the Secretary of the Owners Corporation, seeking approval in relation thereto, at least 14 days prior to having an unconditional obligation to acquire or lease the relevant Lot.
- 15.4 If an Owner, Occupier or Invitee of a Lot keeps or brings an animal as by-law 15.1 on the Lot or into the Building, then the Owner, Occupier or Invitee must:
- (a) keep the animal within the Lot;
 - (b) not take the animal to Level 6;
 - (c) take any action that is necessary to clean all areas of the Lot or the Common Property that are soiled or damaged by the animal;
 - (d) be responsible for undertaking such further cleaning actions as the Owners Corporation may require, as well as the costs relating thereto, arising from a spoil/damage event caused by an animal that is deemed to be the responsibility of an Owner or an Occupier; and
 - (e) ensure that the animal emits no noise that disturbs the peaceful enjoyment of any other Owner or Occupier.

- 15.5 Dogs registered as assistance animals are exempted from by-law 15 on production of evidence to the Secretary that the dog is such an assistance animal as referred to in section 9 of the *Commonwealth Disability Discrimination Act 1992*.

16. APPEARANCE OF LOT

- 16.1 The Owner or Occupier of a Lot must not, without the prior written approval of the Strata Committee, maintain within the Lot anything visible from outside the Lot that is not in keeping with the style and tone of the building.
- 16.2 This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type, which is prohibited in accordance with by-law 9.

17. NOTICE BOARD

The Secretary of the Owners Corporation shall, as appropriate, post Strata Committee meeting agendas or notices on the strata notice board situated in the entrance foyer on Level 1.

18. USE OR OCCUPATION OF A LOT NOTIFICATION

- 18.1 An Owner or Occupier of a Residential Lot must obtain approval from the Council if they wish to change the existing use of the Lot.
- 18.2 An Owner or Occupier of a Lot must notify the Owners Corporation of any change in the existing use of the Lot in any way that may affect the insurance premiums for the Strata Scheme for example, if a hazardous activity is being carried out on the Lot, or results in the Lot being used for commercial or industrial purposes rather than residential purposes.
- 18.3 The Owner of any Lot must seek prior written approval from the Strata Committee should any Lot lease or rental be less than 90 days.
- 18.4 Nothing in this by-law should be construed as authorising any Owner or Occupier of any Lot to change the use of his or her Lot and any change of use of a Lot must comply with the requirements of all competent authorities and these by-laws.

19. USE OF CAR PARKING AREAS

Residents Carpark, Levels M and BI

- 19.1 An Owner or Occupier of a Lot can only use the space(s) attached to that Lot (if any) on car parking Levels M or BI for the purposes of parking motor vehicles.
- 19.2 An Owner or Occupier may not leave or store any article on the floor in their parking Lot or common areas in the car parking areas.
- 19.3 An Owner or Occupier must ensure that any vehicle in the allocated parking space(s) for that Lot does not spoil the slab with fluids or substances from the vehicle and is responsible for costs involved should the Strata Committee deem further cleaning or restoration works are necessary.
- 19.4 For security purposes, an Owner or Occupier of a Lot must notify the Strata Committee of the name, email address and phone number of any person using or intending to use car parking space(s) forming part of that Lot for a period of more than 14 days who is not an Owner or Occupier of a residential Lot.
- 19.5 An Owner or Occupier of a Lot may not use any power point located within the car parking areas.
- 19.6 The Owners Corporation or their designated person has the right to use any power source located within the car parking areas.

19.7 The Owners Corporation has the right to disconnect any power source used by an Owner or Occupier in contravention of by-law 19.5.

Visitors Carpark

19.8 An Owner or Occupier of any Lot must not park in the Visitors Carpark and must ensure that their visitors do not park in the Visitors Carpark for more than two hours between the hours of 7 am and 8 pm.

20. CURTAINS, WINDOW COVERINGS AND BLINDS

20.1 Any Residential Lot curtain, blind or covering in a window or door that faces public or common areas must have a backing or face coloured in the cream to beige spectrum unless otherwise authorised in writing by the Owners Corporation.

20.2 Only under special circumstances and subject to the approval of the Strata Committee may any window coverings be installed within the Enclosed Winter Garden or Sunroom so designated on the plans of relevant apartments.

20.3 Any external blind requires prior approval of the Owners Corporation and the creation of a Common Property right by-law except Lot 9. See by-law 33.3.

21. AIR CONDITIONING FOR RESIDENTIAL LOTS

21.1 The Owner of each Residential Lot:

- (a) owns the Air Conditioning Equipment installed and located on Common Property and connected to the Residential Lot; and
- (b) has a right to access his or her own Air Conditioning Equipment on Common Property for the purposes of maintenance or repair.

21.2 The Owner:

- (a) must maintain, repair or replace their own Air Conditioning Equipment and they or the Occupier pay running costs for the Air Conditioning Equipment;
- (b) bears the sole responsibility of insuring any Air Conditioning Equipment;
- (c) must make prior arrangement with the Strata Committee to gain access to that part of their Air Conditioning Equipment not in the Residential Lot;
- (d) must comply with all the requirements of any statutory enactment in relation to their Air Conditioning Equipment;
- (e) must repair damage to Common Property or the property of another Owner or Occupier caused by exercising rights or complying with obligations under this by-law; and
- (f) must indemnify the Owners Corporation against all claims and liability caused by exercising rights or complying with obligations under this by-law.

21.3 Should the Owner not carry out work required under clause 21.2 (a), the Owners Corporation may give the Owner written notice of its intention to carry out those works and the Owner shall:

- (a) give access to the Owners Corporation or persons authorised by it to carry out those works;
- (b) pay the Owners Corporation for the cost of doing those works; and
- (c) give the Owners Corporation the right to recover costs as a debt.

22. COMMON PROPERTY HOT WATER SYSTEMS

- 22.1 The Owner of each Lot has the right to use the Common Property hot water system.
- 22.2 The Owners Corporation must operate, maintain, repair and replace the Common Property hot water system.

23. ALTERATIONS AND MAJOR WORKS TO COMMON PROPERTY IN A LOT

- 23.1 An Owners Corporation or an Owner of a Lot in the strata scheme may add to the Common Property, alter the Common Property or erect a new structure on Common Property for the purpose of improving or enhancing the Common Property only if a special resolution has first been passed by the Owners Corporation that specifically authorises the taking of the particular action proposed.
- 23.2 Only an Owner can make written application for structural or other alterations to the Common Property within a Lot.
- 23.3 Once written application for works is received by the Owners Corporation, it will provide the Owner with a list of documentation required for the alteration submission.
- 23.4 Works cannot commence until approved by special resolution by the Owners Corporation.

24. MAIN AND GOODS LIFTS

- 24.1 The Main Lift serving the Building shall be for the use of all Lots in the Scheme and all Lots shall contribute to the cost of its repair and maintenance in accordance with their unit entitlements as part of the normal strata levies.
- 24.2 The Goods Lift shall be for the exclusive use of the Retail Lots, and
- (a) the cost of cleaning, repairing and maintaining such lift shall be shared by the Owners of the Retail Lots in accordance with the unit entitlement each Retail Lot bears to the total unit entitlement of all Retail Lots; and
 - (b) should any Goods Lift expense exceed \$10,000, a majority of Retail Lot Owners must agree to that expenditure prior to it being approved by the Owners Corporation provided that the Retail Lot Owners will not unreasonably withhold their agreement to the proposed expenditure.
- 24.3 Those apportioned costs in by-law 24.2 from time to time will be forwarded to the Owner of the Lot by the strata manager for remittance within 14 days.
- 24.4 Should the goods lift become inoperable and use of the main lift is required by the Retail Lots, Occupiers of those Lots are responsible to advise the breakdown to the goods lift Service provider, building maintenance manager and Lot Owner by telephone or email immediately and hang main lift protection covers before any usage of main lift commences.

25. RETAIL LOTS

Usage

- 25.1 The Owner or Occupier for the time being of any Retail Lot is entitled at any time to make application to the Council and any other Consent Authority for consent to specific uses of a Retail Lot. The Owners Corporation and all other Lot Owners must consent to the lodgement of any application to the Council by the Owner of a Retail Lot and they acknowledge that the sole Consent Authority for a specific use of a Retail Lot is the Council, and the Owners Corporation authorises the Strata Manager of the Strata

Scheme from time to time to sign any form of consent required by the Council to process any Application to be lodged with the Council for the specific use of a Retail Lot.

- 25.2 If a specific use of a Retail Lot is approved by the Council or the Consent Authority, the Owners Corporation must also consent to the installation of any equipment required by statute for the conduct of the approved business within the Retail Lot.
- 25.3 If use as a restaurant or other catering business is approved by the Council or the Consent Authority, the Owner is entitled to exclusive use and enjoyment of so much of the Common Property as is necessary for the installation of a grease trap to be used in connection with the conduct of the business within the Retail Lot. The Owner is solely responsible for the cost of installation and proper maintenance of and keeping in a state of good and Serviceable repair, the grease trap and the Common Property used for installation of the grease trap.
- 25.4 The Owner of each Retail Lot is also entitled to exclusive use and possession of so much of the following Common Property:
- (a) the front walls below the level of the first residential floor adjacent to each Retail Lot;
 - (b) that part of the awning facia adjacent to each Retail Lot.;
 - (c) the shop front of each Retail Lot; and
 - (d) part of the vertical panel approximately 11.5 m high and 2.3 m wide facing Miller Street as is necessary for the installation of signage to be used in connection with the business conducted within the Retail Lot, subject to the following conditions:
 - (i) The Owner must obtain the written consent of the Owners Corporation which consent shall not be unreasonably withheld provided the signs are tasteful and in keeping with the building and such consent would be considered given if no response detailing the outcome is provided after 21 days from making the written application to the Secretary of the Owners Corporation.
 - (ii) The Owner must install and maintain any signage at its own cost and keep it in a state of good repair and must repair any damage to the Building caused when a sign is erected or removed under this by-law.
 - (iii) Before the installation of any signage the Owner must obtain all necessary consents from the Council and any other authority required for such installation and provide a copy of the consent to the Owners Corporation. The Owners Corporation shall sign such forms of consent as required by the Council to process the necessary application.

Retail Garbage

- 25.5 The Owners or Occupiers of Retail Lots in the Building must arrange and pay for their own garbage and waste removal from the Building and must:
- (a) comply with all the requirements of the Council and any other relevant authority regarding storage, collection and removal of waste; and
 - (b) to the extent that the following obligations do not conflict with any obligations under clause 25.5 (a), must:
 - (i) ensure that before refuse is placed in any receptacle it is securely wrapped or, in the case of tins or other containers, completely drained;

- (ii) promptly remove any thing which the Owner, Occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled;
- (iii) comply with the directions from time to time of the Owners Corporation as to the manner of disposal of garbage;
- (iv) not use any garbage receptacle provided for the Residential or other Retail Lots for disposal of the Retail Lot's garbage; and
- (v) ensure receptacles are returned to their designated positions inside the loading dock and not leave any receptacle outside the building at any time.

25.6 Owners and Occupiers of Retail Lots must only use the garbage area designated for their Retail Lot in the Building.

Subdivision of Retail Lots

25.7 (a) It is acknowledged that the Owners of any of the Retail Lots can subdivide their Lots into smaller Lots or consolidate them into larger Lots subject to obtaining the consent of the relevant authorities.

(b) Where the Owner of any Retail Lot provides a letter from a person qualified to sign a Strata Certificate to the effect that all relevant regulations and requirements have been satisfied and that the proposed subdivision does not create additional Common Property or remove Common Property, the Owners Corporation must pass a resolution to approve the Strata Plan of Subdivision and a person authorised by the Owners Corporation shall place the Strata Seal on the Strata Plan of Subdivision.

25.8 Provided that the Owner of each Retail Lot shall undergo necessary preoperative assessments, including scans of the floor area within a radius of 300 mm of the location of any drilling of additional holes or further installations of ducts, cables and pipes, to determine whether the slab reinforcing or the integrity of existing conduits/ ducts might be compromised, the Owner of each Retail Lot shall have a special privilege and an exclusive right to:

- (a) install any additional Service, duct, mechanical equipment, compressors, grease trap, or other Services in the area of the Common Property designated for Services on the Level 6 roof area and to the loading dock ceiling or walls;
- (b) install additional ducts, cables, pipes in the existing duct installed on the Common Property for the use of the Retail Lots to the west of the lift shaft; and
- (c) drill additional holes in the floor of any Retail Lot provided that any such hole does not exceed 110 mm in diameter for the purpose of installing drainage and water pipes into the carpark within the Common Property under the Retail Lots.

These rights and exclusive use are on the following conditions:

- (d) the Services and/or items must be installed in accordance with the relevant Australian Standard with respect to the equipment and noise emissions and the Building Code of Australia in relation to any drill holes and must be approved by the relevant authority and the Owner using the Service and/or items must pay for the installation and maintenance of those Services and/or items, and must be installed in such a way as to allow reasonable access for maintenance;

- (e) the Owner who has installed the above Service and/or item must repair and replace his or her own Service and/or item and pay for all running costs if any for such Service and/or item;
- (f) the Owner shall comply with the requirements of any relevant complying authority regarding the use and operation of such Service and/or item; and
- (g) the Owner shall indemnify the Owners Corporation against all claims and liability caused by exercising these rights or complying with obligations under this by-law.

Air Conditioning Equipment

25.9 Subject to by-law 33, where Air Conditioning Equipment, refrigeration plant or other plant or lighting associated with the Retail Lots (Equipment) has been installed or is to be installed in a Retail Lot by the original Owner, subsequent Owner or occupier of the Retail Lot with the permission of the Owner of the Retail Lot, the Owner of the Retail Lot:

- (a) owns the Equipment whether it is installed on the Common Property and connected to the Lot or whether it is located on the roof in the designated Plant area, in the loading dock or the Visitors Carpark, or on the roof of the gymnasium area;
- (b) has a special privilege to connect to the Equipment on the Common Property and to access their Equipment via the Common Property for the purposes of maintenance or repair;
- (c) bears the sole responsibility of insuring the Equipment;
- (d) must ensure the Equipment complies with the requirements of all relevant authorities, is installed at the Owner's cost, and does not hinder access to any part of the Building to which access needs to be provided;
- (e) must, prior to the commencement of the installation of any new Equipment, submit to the Owners Corporation a letter from a qualified structural engineer to the effect that the proposed new Equipment and any penetrations associated with the installation will not affect the structural integrity of the Building, and where appropriate, a letter from a qualified mechanical engineer to the effect that the new Equipment will not adversely affect the operation of any mechanical equipment installed in the Building;
- (f) on completion of the installation of any new Equipment, supply to the Owners Corporation a certificate from a qualified structural engineer stating that any penetrations through any fire-rated structures have been appropriately sealed and that the works have been performed in accordance with the requirements of the Building Code of Australia; and
- (g) may only replace Plant on a like-for-like basis placed in the same position without seeking approval from the Owners Corporation.

26. SIGNAGE

- (a) Owners and Occupiers of Residential Lots must not, without the consent of the Strata Committee, erect or display to the public advertising or other signs in the Lot or Building. This restriction includes, without limitation, signs that advertise that a Lot is for sale or available for lease.

- (b) If consent is given, signs that advertise that a Lot is for sale or lease should be a maximum of 1.1 m wide and 1.8 m high and must be removed 7 days after the Lot is sold or leased and may only be attached to the slatted gates facing Palmer Street and not impede the opening or closing of those gates.
- (c) Any costs related to damage as a result of consented signage attached to the Building or gates is recoverable from the Owner by the Owners Corporation as a debt.
- (d) Any advertising signage visible from outside the Retail Lots should be tasteful and in keeping with rest of the building.

27. TREES, PLANTS, SHRUBS AND FLOWERS

Any tree, shrub, plant or flower in a Lot that is visible from the street or another Lot shall be maintained by the Owner or Occupier in a tidy and fit condition and be in keeping with the style and tone of the Building.

28. LOADING DOCK

- 28.1 The Owners or Occupiers of all Lots in the Strata Plan have joint use of the loading dock and Owners or Occupiers of all Lots must ensure that all deliveries, particularly deliveries by removalist trucks, are made by using the loading dock.
- 28.2 In the use of the loading dock it is acknowledged that the Owners or Occupiers of the Retail Lots shall have more day to day use of the loading dock and that the Owners or Occupiers of the Residential Lots will mainly use the loading dock for moving furniture in and out of their Lot. The Owners or Occupiers of the Residential Lots shall advise the Secretary of the Owners Corporation prior to using the loading dock and obtain approval from the Secretary of the times they would like to use the loading dock for moving of furniture.
- 28.3 Owners or Occupiers of any Lots must not use the loading dock for any other purpose other than for loading or removing and further must not:
 - (a) leave any garbage, paper or cardboard in the loading dock area other than in the receptacles provided for each Lot Owner or Occupier;
 - (b) permit the loading dock to be used in any way so as to constitute a nuisance or annoyance or likely to cause any fire risk; or
 - (c) interfere with the peaceful enjoyment of the Owner or Occupier of another Lot in the Strata Plan or any person lawfully using the Common Property.
- 28.4 (a) Owners or Occupiers of a Residential Lot must not make use of the Retail commercial bins.
 - (b) An Owner or Occupier of a Lot must not store, deposit or discard on the loading dock any article or material without the prior consent of the Owners Corporation unless it is booked into a Council Household Clean Up abiding by requirements as by-law 14.2.
- 28.5 The Owner or Occupier of any Lot using the loading dock must comply with any reasonable direction or requirement of the Owners Corporation from time to time.

29. BUILDING INSURANCE PREMIUMS

- 29.1 If the use to which a Retail Lot is put causes an insurance premium for the Owners Corporation to be greater than it would be if it were not put to that use, then the amount of that increased insurance premium shall be payable by the Owner of that Retail Lot and if the increase is attributable to more than one Retail Lot such Retail Lots shall bear the burden of the increased premium in proportion of the contribution to the increased premium that each Lot makes.
- 29.2 A statement in writing by the Owners Corporation's insurance company, or its broker, will be conclusive evidence of the fact and the extra amount of premium.

30. SWIMMING POOL

- 30.1 An Owner or Occupier of any Residential Lot and any guest authorised by them must:
- (a) read and accept pool rules displayed on signage at pool gate before entering the pool area itself;
 - (b) not use the swimming pool and its surrounds between the hours of 10 pm and 7 am;
 - (c) ensure that his or her authorised users do not use the swimming pool or its surrounds unless that Owner or Occupier or another Owner or Occupier accompanies them;
 - (d) ensure that children under 15 years of age are not in or around the swimming pool unless accompanied by an adult Owner or Occupier exercising effective control over them;
 - (e) ensure that glass containers or receptacles of any type are not taken into the swimming pool or its surrounds;
 - (f) exercise caution at all times and not run or splash or behave in any manner that is likely to interfere with the use of the pool by other persons;
 - (g) not, without proper authority, operate, adjust or interfere with the operation of any equipment associated with the swimming pool or add any chemical or other substance to any water in the pool;
 - (h) at all times be adequately clothed so as not to be likely to offend other persons using the swimming pool or its surrounds;
 - (i) be adequately clothed and dry when leaving or entering the swimming pool area of the Building;
 - (j) not smoke, eat, drink or consume alcohol in the pool or its surrounds;
 - (k) not use balls, boogie boards or large inflated objects in the pool;
 - (l) comply with any rules that the Strata Committee may add or vary with respect to the use of the swimming pool from time to time;
 - (m) ensure that users of the pool use the steps and handrail to enter and leave the pool, do not jump or dive into the pool or partake in rough play; and
 - (n) recognise that the pool is a shallow 1.25 m deep throughout the length.

31. GYMNASIUM

- 31.1 (a) The Owners and Occupiers of any Residential Lot and their visitors have the right to use the gymnasium in the Common Property shown in the strata plan.
- (b) The Owners and Occupiers of any Residential Lot must accompany their visitors when they use the gymnasium.
- 31.2 The Owners Corporation must:
- (a) properly maintain the gymnasium and keep it in a clean and tidy condition;
 - (b) carry out structural maintenance and repairs to the gymnasium; and
 - (c) where necessary, make structural repairs to and replace recreational facilities.
- 31.3 An Owner or Occupier of a Retail Lot and accompanying guests may use the gym facilities provided they abide by requirements of this by-law.
- 31.4 An Owner or Occupier of any Residential Lot must make sure that an adult exercising effective control accompanies children under 15 who are in their care when the children use the gymnasium.
- 31.5 The Owners and Occupiers of any Residential Lot and their visitors must not:
- (a) bring glass objects, drinking glasses or sharp objects into the gymnasium;
 - (b) do anything that might be dangerous in the gymnasium;
 - (c) bring food or drink (with the exception of water) into the gymnasium unless they have consent from the Owners Corporation;
 - (d) hold parties or functions in the gymnasium unless they have consent from the Owners Corporation;
 - (e) interfere with the operation of equipment in the gymnasium;
 - (f) make any excessive noise or drop weights equipment on floor; or
 - (g) use the gymnasium between the hours of 10 pm and 7 am.

32. GENERAL EXCLUSIVE USE RIGHTS

- 32.1 The Owner or Occupier of any Lot has the right to the exclusive use and enjoyment of any Service that exclusively Services its individual Lot that is located in and forming part of the Common Property ('Exclusive Services').
- 32.2 The Owner or Occupier is responsible for the ongoing repair, maintenance and running costs of the Exclusive Services.
- 32.3 In the event that the Owner or Occupier or person authorised by an Owner or Occupier fails to maintain the Exclusive Services in accordance with this by-law, the Owners Corporation may undertake any works necessary to maintain the Exclusive Services to be in keeping with this by-law. The costs to the Owners Corporation for undertaking such works shall be a debt payable by the Owner or Occupier to the Owners Corporation on demand.

33. EXCLUSIVE USE RIGHT FOR LOTS 9, 10, 11 AND 12

Plant

- 33.1 The Owner or Occupier of Lots 9, 10, 11 or 12 has the right to the exclusive use of the designated Plant area being part of the Level 6 roof area and that part of the airspace

in the loading dock and Visitors Carpark as shown on the Strata Plan and forming part of the Common Property for the purposes of positioning Air Conditioning and Refrigeration Plant.

Grease Trap Arrester

- 33.2 (a) The Owner or Occupier of Lots 9, 10, 11 or 12 has the right to the Exclusive Use of the Common Property grease trap arrester in the Visitors Carpark.
- (b) The Owner or Occupier of Lots 9, 10, 11 or 12 shall each pay their share of running costs should they be connected to the grease trap arrester.
- (c) Should the Owner of Lot 12 connect to the grease trap arrester, they shall pay all those connection costs.

Blinds

- 33.3 (a) Subject to clause 33.3 (b), the Owner or Occupier of Lot 9 has the Exclusive Use right to replace the existing blinds to the slab facing north above the cafe terrace marked 82 on the strata plan.
- (b) Should the blinds not be a replacement but differ materially or functionally, then permission for those new blinds must be obtained from the Strata Committee before installation.
- (c) The face and back of the blinds must be of one colour only, in either the cream to beige spectrum or the grey to black spectrum, and if any other colour is sought, permission must be obtained from the Strata Committee.
- 33.4 The respective Owners or Occupiers of Lots 9, 10, 11 and 12:
- (a) own their respective Plant and blinds installed and located on the Common Property and connected to the Lot;
 - (b) are responsible for the ongoing repair, replacement, maintenance and running costs of their respective blinds and Plant;
 - (c) have a special privilege to access their own blinds and Plant via the Common Property for the purposes of maintenance or repair;
 - (d) bear the sole responsibility of insuring any blinds or Plant;
 - (e) must comply with the requirements of any competent authority regarding the operation of the Plant; and
 - (f) must repair damage to Common Property or the property of another Owner or Occupier caused by exercising rights or complying with obligations under this by-law.
- 33.5 In the event that any Owner or Occupier fails to maintain the Plant and blinds in accordance with clause 33.4 (b) or breaches clause 33.4 (f), then after the Owner and Occupier have been given prior reasonable notice of the breach and have not rectified the breach, the Owners Corporation, or any person authorised by it, may undertake any works necessary to maintain the Plant (if there has been a breach of clause 33.4 (b)) or repair the Common Property (if there is a breach of clause 33.4 (f)). The reasonable costs of the Owners Corporation undertaking such works shall be a debt payable by the Owner or Occupier of the relevant Lot to the Owners Corporation on demand.

34. SMOKING

- 34.1 An Owner or Occupier of a Lot, and any Invitee of the Owner or Occupier, must not smoke tobacco, any other substance or an electronic smoking device on the Common Property.
- 34.2 An Owner or Occupier of a Lot must ensure that smoke caused by the smoking of tobacco, any other substance or an electronic smoking device by the Owner or Occupier, or any Invitee of the Owner or Occupier, on the Lot does not penetrate to the Common Property or any other Lot.
- 34.3 Flicking or disposing of ash or butts from any Lot or when on Common Property by an Owner, Occupier or Invitee is prohibited; ash or butts should be disposed of responsibly in a receptacle in the Lot.
- 34.4 An Occupier who is not an Owner of a Lot and their Invitees must not smoke tobacco, any other substance or electronic smoking devices within the walls of that Lot.

35. PRESERVATION OF FIRE SAFETY

The Owner or Occupier of a Lot and any Invitee to the Lot must not do anything on the Lot or the Common Property that is likely to impede access to, activate or affect the operation of the fire safety devices in the Building or to reduce the level of fire safety in the Lots or the Common Property.

36. COMPLIANCE WITH PLANNING

- 36.1 The Owner or Occupier of a Lot must ensure that the Lot is not used for any purpose that is prohibited by-law.
- 36.2 The Owner or Occupier of a Residential Lot must ensure that no more than two adult persons occupy each bedroom.
- 36.3 The Owner or Occupier of a Residential Lot must not allow beds to be used by different people at different times of the day or night creating a 'hot bed' environment.

37. STORAGE OF PERSONAL EFFECTS AND BELONGINGS

- 37.1 Subject to by-law 19.2, an Owner or Occupier of any Lot must ensure personal effects and belongings are only kept either within the residential walls of the apartment assigned to that Lot or within the storage area assigned to that Lot.
- 37.2 Storage areas of Owners and Occupiers of Lots should be secured and items within that area stored safely without impairing or being an imposition on other Owners or Occupiers of storage Lots in that area.
- 37.3 Personal effects or belongings of an Owner, Occupier or Invitee of a Lot in the storage area of that Lot are not covered by the Building's insurance policy.

38. ILLICIT DRUGS AND SUBSTANCES

Any person partaking of, dealing, manufacturing or keeping any illicit drugs or substances on any Lot or Common Property area of the building will be immediately referred to authorities.

39. BARBEQUE AREA

An Owner or Occupier of a Lot may use the Level 6 barbeque area on the condition that they:

- (a) use the reservation book on Level 6 for groups of 6 to 13 persons and seek permission from the Secretary for groups of 14 or more;
- (b) abide by the rules regarding reservations in that book;
- (c) do not cause undue noise as described in by-law 1.1;
- (d) clean the barbeque and turn off the gas after use;
- (e) remove all refuse, clean tables, seating and deck of all food and drink spills and if considered unsatisfactory by Committee, a cleaning charge will be rendered;
- (f) not use the barbeque and its surrounds between the hours of 10 pm and 7 am and turn off the outside light;
- (g) accompany at all times their Invitees or visitors while they are on Level 6;
- (h) consume food and drinks only on the deck area adjacent to the barbeque; and
- (i) adhere to the displayed instructions of use for the barbeque.

40. SUNDECK LOUNGE AREA

An Owner, Occupier of a Lot may use the Level 6 lounge area on the condition that they:

- (a) use the reservation book on Level 6 for groups of 6 to 13 persons and seek permission from the Secretary for groups of 14 or more;
- (b) abide by the rules regarding reservations in that book;
- (c) do not cause undue noise;
- (d) remove all refuse, clean tables, seating and deck of all food and drink spills and if considered unsatisfactory by Committee, a cleaning charge will be rendered;
- (e) advise the Secretary of any spills to pavers requiring attention;
- (f) replace the seat cushions into the holding containers;
- (g) accompany at all times their Invitees or visitors while they are on Level 6; and
- (h) not use the sunlounge area and its surrounds between the hours of 10 pm and 7 am.

41. SECURITY KEYS, FOBS AND REMOTES

- 41.1 The Owner or Occupier of a Lot is responsible for the safekeeping and security of all keys, fobs and remotes associated with their Lot.
- 41.2 An Owner or Occupier of a Lot must inform the Owners Corporation, and letting agent if applicable, immediately any key, fob or remote is lost.
- 41.3 An Owner or Occupier of a Lot may apply to the Owners Corporation for extra keys, fobs or remotes in line with provisions and costs set out in application form for same available on the Cammeray Place Website.

42. RECOVERY OF DAMAGE TO COMMON PROPERTY COSTS

Should the Owners Corporation provide evidence to an Owner or Occupier of damage to Common Property by the Owner, Occupier or their staff, Invitees, trades or delivery personnel or any other associated person, the Owner or Occupier if requested by the Owners Corporation has the responsibility to assist it in recovery of costs of repairs from those persons causing such damage.

43. AUTHORITY FOR MINOR RENOVATIONS BY AN OWNER

- 43.1 An Owner may apply to the Strata Committee to carry out works to their Lot described as minor renovations in section 110 of the Act and the Strata Committee must then provide the Owner with a list of documents required for submission to the Owners Corporation.
- 43.2 Works cannot commence before approval by the Owners Corporation by ordinary resolution at a general meeting.
- 43.3 Any works other than minor renovations as described in section 110 of the Act are major works and require a separate application and a special by-law. See by-law 23.

44. BREACHES OF BY-LAWS

The Owners Corporation will if necessary, enforce these by-laws using procedures and penalties applicable from time to time under the Act.

45. COMMON PROPERTY MEMORANDUM

45.1 Owners Corporation responsibilities for maintenance, repairs and replacements**45.1.1 Balcony and Courtyards**

- (a) columns and railings;
- (b) doors, windows and walls;
- (c) balcony ceilings including painting;
- (d) security doors other than those installed by an Owner after registration of the strata plan;
- (e) original tiles and associated waterproofing affixed at the time of registration of the strata plan;
- (f) common wall fencing shown as a thick line on the strata plan;
- (g) dividing fence on a boundary of the strata parcel that adjoin neighbouring land;
- (h) awnings within Common Property outside the cubic space of a balcony or courtyard;
- (i) walls of planter boxes shown by a thick line on the strata plan;
- (j) that part of a tree which exists within Common Property.

45.1.2 Ceiling / Roof

- (a) false ceilings installed at the time of registration of the strata plan (other than painting which will be the Owners responsibility);
- (b) plastered ceilings (other than painting which will be the Owners responsibility);
- (c) guttering;
- (d) membranes;

45.1.3 Electrical

- (a) air conditioning systems serving more than one Lot;

- (b) automatic garage door opener other than those installed by an Owner after registration of the strata plan and not including any related remote controller;
 - (c) fuses and fuse board in meter room;
 - (d) intercom handset and wiring servicing more than one Lot;
 - (e) electrical wiring servicing more than one Lot;
 - (f) light fittings serving more than one Lot;
 - (g) power point sockets serving more than one Lot;
 - (h) smoke detectors whether connected to the fire board or not (and the safety fire equipment subject to the regulations made under *Environmental Planning and Assessment Act 1979*);
 - (i) telephone, television, internet and cable wiring within Common Property walls;
 - (j) television aerial, satellite dish, or cable or internet wiring serving more than one Lot, regardless of whether it is contained with a Lot or on Common Property;
 - (k) lifts and lift operating systems
- 45.1.4 Entrance Door
- (a) original door lock or its subsequent replacement;
 - (b) entrance door to a Lot including all door furniture and automatic closer;
 - (c) security doors other than those installed by an Owner after registration of the strata plan.
- 45.1.5 Floor
- (a) original floorboards or parquetry flooring affixed to Common Property floors;
 - (b) original floor tiles and associated waterproofing affixed to Common Property floors at the time of registration of the strata plan;
 - (c) sound proofing floor base (e.g. magnesite) but not including any soundproofing installed by and Owner after the registration of the strata plan.
- 45.1.6 General
- (a) Common Property walls;
 - (b) any door in a Common Property wall including all door furniture;
 - (c) skirting boards, architraves and cornices on Common Property walls other than painting which shall be the Lot Owners responsibility;
 - (d) Original tiles and associated waterproofing affixed to Common Property walls at the time of registration of the strata plan;
 - (e) ducting cover or structure covering a service that serves more than one Lot or the Common Property;
 - (f) ducting for the purpose of carrying pipes servicing more than one Lot;

- (g) exhaust fans outside
- (h) hot water service located outside of the boundary of any Lot or where that service serves more than one Lot;
- (i) letter boxes within Common Property;
- (j) swimming pool and associated equipment;
- (k) gym equipment.

45.1.7 Parking / Garage

Electric garage door opener (motor and device) including automatic opening mechanism and lock if shown by a thick line on the strata plan or if outside the cubic space of the Lot;

45.1.8 Plumbing

- (a) floor drain or sewer in Common Property;
- (b) pipes with Common Property walls, floors or ceilings;
- (c) main stopcock to unit;
- (d) storm water and onsite detention systems below ground.

45.1.9 Windows

- (a) windows in Common Property walls including window furniture, sashcord and window seals;
- (b) original lock or other lock if subsequently a replacement by Owners Corporation.

45.2 Lot owners responsibilities for maintenance, repairs or replacements

45.2.1 Balcony and Courtyards

- (a) Awnings, decks, pergola, privacy screen, louvers, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as Common Property on the strata plan;
- (b) That part of a tree within the cubic space of a Lot.

45.2.2 Ceiling / Roof

False ceilings inside the Lot installed by an Owner after the registration of the strata plan.

45.2.3 Electrical

- (a) air conditioning systems whether inside or outside of a Lot which serve only that Lot;
- (b) fuses and fuse board within the Lot and servicing only that Lot;
- (c) in sink food waste disposal systems and water filtration systems;
- (d) electrical wiring in non-Common Property walls within a Lot and serving only that Lot;
- (e) light fittings, light switches and power point sockets within the Lot and serving only that Lot;

- (f) telephone, television, internet and cable wiring within no-Common Property walls and serving only that Lot;
- (g) telephone, television, internet and cable service and connection sockets;
- (h) intercom handsets serving one Lot and associated wiring located within no-common wall.

45.2.4 Entrance Door

- (a) door locks additional to the original lock or subsequent replacement of the original lock;
- (b) keys, security cards or fobs and access passes.

45.2.5 Floor

- (a) floor tiles and any associated waterproofing affixed by an Owner after registration of the strata plan;
- (b) lacquer or staining on surface of floorboards or parquet flooring;
- (c) internal carpeting and floor coverings, unfixed floating floors;

45.2.6 General

- (a) internal non-common walls;
- (b) paintwork inside the Lot including ceiling and entrance door;
- (c) built in wardrobes, cupboards, shelving;
- (d) dishwasher;
- (e) oven, range top, microwave and range exhaust system;
- (f) washing machine and clothes dryer;
- (g) hot water service exclusive to a single Lot whether inside or outside of the cubic space of that Lot;
- (h) internal doors including door furniture;
- (i) skirting boards and architraves on non-Common Property walls;
- (j) tiles and associated waterproofing affixed to non-Common Property walls;
- (k) pavers installed within the Lots boundaries;
- (l) ducting cover or structure covering a service that serves a single Lot.

45.2.7 Parking / Garage

- (a) garage door remote controller;
- (b) light fittings inside the Lot where the light is used exclusively for the Lot.

45.2.8 Plumbing

- (a) pipes downstream of any stopcock only serving that Lot and not within the Common Property walls;
- (b) pipes and 'S' bend beneath a sink, tub or hand basin;
- (c) sinks, tubs or hand basins;

- (d) toilet bowls and cisterns;
- (e) bath tubs;
- (f) shower screens;
- (g) bathroom cabinets and mirrors;
- (h) any tap or mixer and associated hardware

45.2.9 Windows

- (a) window cleaning of interior and exterior surfaces except where they cannot be safely accessed by Owner or Occupier;
- (b) Locks additional to the original or any lock replaced by an Owner;
- (c) window locks keys.

46. FALSE FIRE ALARMS

If any act or omission by an Owner or Occupier of a Lot or any Invitee of an Owner or an Occupier of a Lot results in the activation of a fire alarm in the absence of a fire, you must pay or reimburse the Owners Corporation for all costs, fees or charges the Owners Corporation incurs (as a liquidated sum payable on demand) resulting from activation of the alarm. The costs include the attendance of the fire brigade or other emergency services.

DEFINITIONS

Act means the *Strata Schemes Management Act 2015* as amended.

Air Conditioning Equipment means the air conditioner inside a Lot or elsewhere within the Building including air conditioning plant and equipment, pipes, wires, cables, vents and ducts servicing air conditioning plant and equipment.

Building means the building constructed at 520 Miller Street, Cammeray, and entrance at 53 Palmer Street, comprising a retail and residential apartment building with basement parking.

Common Property in relation to SP87345 means any part of a parcel that is not comprised in a Lot (including any common infrastructure that is not part of a Lot).

Consent Authority means the Council or any other public authority whose responsibility is to consent to anything to be conducted within a Retail Lot or any other part of the Building.

Council means North Sydney Council.

Goods Lift means the lift for retail Occupiers servicing levels B2, LD, CP and S.

Invitee means a person who enters onto the Common Property or a Lot at the invitation of a Lot Owner or Occupier.

Lot means a defined portion of the building for which a separate Certificate of Title is issued.

Main Lift means the passenger lift servicing levels B2 to 6.

Occupier of a Lot means a person in lawful occupation of the Lot.

Owner is a person, persons or entity that has purchased a Lot in SP87345 Strata Scheme, and such name is entered on the strata roll.

Owners Corporation means the Owners Corporation formed on registration of the Strata Scheme for the building.

Plant means machinery or Services associated with the Retail Lots.

Residential Lot means Lots 1 to 8 and Lots 13 to 42 in the Strata Plan.

Residents Carpark means those car spaces on Mezzanine and BI levels allocated to Lots and accessible by the down ramp from Abbott Lane.

Retail Lot means Lots 9 to 12 and Lots 43 to 46 in the strata plan or either of them or any Lot created by the subdivision of such Lots, as the context requires, and this definition applies whether the Lot is used for retail or commercial use.

Service means water, drainage, sewer, electricity, gas, telephone, pay TV, communication Service or any duct that has been constructed in the Building capable of providing any type of Service or benefit to any Lot within the Building or any other similar Service required by the Owner or Occupier of any Lot.

Service Provider means any person or authority providing any of the Services to the Building.

Strata Committee of an Owners Corporation means the elected members of the Owners Corporation under this Act.

Visitors Carpark means the car parking area accessible by the up ramp from Abbott Lane.

Website means www.cammerayplace.com.au

B SPECIAL BY-LAWS

SPECIAL BY-LAW 1 EXCLUSIVE USE BY-LAW FOR PAST WORK TO LOT 38

DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- a) **Exclusive Use Area** means the common property area reasonably required to keep the Works solely benefiting the Owner.
- b) **Lot** means lot 38 in strata scheme 87345.
- c) **Owner** means the owner from time to time of the Lot.
- d) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 87345.
- e) **Works** means the alterations and additions already undertaken by the Owner to remove the bath and install in its place a shower in the bathroom of the Lot and to part of the adjoining common property (including any ancillary structure).

1.2 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 *Strata Schemes Management Act 1996*; and
- d) References to legislation include references to amending and replacing legislation.

GRANT OF RIGHT

2.1 The Owner is granted the exclusive use to keep and use his Works in the Exclusive Use Area.

CONDITIONS

Enduring rights and obligations

3.1 The Owner

- a) Shall be liable for any damage whatsoever caused to any lot or to any part of the common property affected by or to which the Works are attached and will make good that damage immediately after it has occurred;
- b) Must properly maintain and keep the Exclusive Use Area and the Works in a state of good and serviceable repair and shall replace the Works as required from time to time; and
- c) Must indemnify the Owners Corporation against any costs, loss or damage the Owners Corporation suffers, arising out of the Works to the extent permitted by law.

3.2 The Works will remain the Owner's fixture.

3.3 Right to remedy default

- a) If the Owner fails to comply with any obligation of this by-law then the Owners Corporation may:
 - (i) Carry out all work necessary to perform that obligation;
 - (ii) Enter upon any part of the parcel to carry out that work; and
 - (iii) Recover the cost 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 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 2

EXCLUSIVE USE BY-LAW FOR PAST WORK TO LOTS 27 AND 28

DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- a) **Exclusive Use Areas** means the common property areas reasonably required to keep the Works solely benefiting the respective Owners.
- b) **Lots** means lots 27 and 28 in strata scheme 87345.
- c) **Owners** means the owners from time to time of the Lots.
- d) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 87345.
- e) **Vanguard blinds** means aluminium external venetian blinds that open and close by electronic operation and all associated fixtures, wiring and equipment.

- f) **Works** means the alterations and additions already undertaken by the Owners to install Vanguard blinds on the terrace of their respective Lots and to part of the adjoining common property (including all ancillary structures).

1.2 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 *Strata Schemes Management Act 1996*; and
- d) References to legislation include references to amending and replacing legislation.

GRANT OF RIGHT

2.1 The Owners are granted the exclusive use to keep and use their Works in their respective Exclusive Use Areas.

CONDITIONS

Enduring rights and obligations

3.1 The respective Owners, as applicable:

- a) Shall be liable for any damage whatsoever caused to any lot or to any part of the common property affected by or to which the Works are attached and will make good that damage immediately after it has occurred; and
- b) Must properly maintain and keep the Exclusive Use Areas and the Works in a state of good and serviceable repair; and
- c) Must indemnify the Owners Corporation against any costs, loss or damage the Owners Corporation suffers, arising out of the Works to the extent permitted by law.

3.2 The Works will remain the respective Owner's fixtures.

3.3 Right to remedy default

If an Owner fails to comply with any obligation of this by-law then the Owners Corporation may:

- a) Carry out all work necessary to perform that obligation;
- b) Enter upon any part of the parcel to carry out that work; and
- c) Recover the cost of carrying out that work from the defaulting 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 3 EXCLUSIVE USE BY-LAW FOR PAST WORK TO LOT 34

DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- a) **Exclusive Use Areas** means the common property areas reasonably required to keep the Works solely benefiting the Owners.
- b) **Lots** means lot 34 in strata scheme 87345.
- c) **Owners** means the owners from time to time of the Lot.
- d) **Owners Corporation** means the owners corporation created by the registration of Strata Plan registration no. 87345.
- e) **Original specification tiles** means 600x600 Travertine tiles.
- f) **Works** means the alterations and additions already undertaken by the Owners to replace the carpet and existing underlay with soundproofing underlay and the original specification tiles in the dining and lounge areas of their Lot, being an area of 38 square meters from the western Lot boundary, and to part of the adjoining common property (including all ancillary structures).

1.2 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.

GRANT OF RIGHT

2.1 The Owners are granted the exclusive use to keep and use their Works in their Exclusive Use Areas.

CONDITIONS**Enduring rights and obligations**

3.1 The Owners, as applicable:

- a) Shall be liable for any damage whatsoever caused to any lot or to any part of the common property affected by or to which the Works are attached and will make good that damage immediately after it has occurred; and
- b) Must properly maintain and keep the Exclusive Use Areas and the Works in a state of good and serviceable repair; and
- c) Must indemnify the Owners Corporation against any costs, loss or damage the Owners Corporation suffers, arising out of the Works to the extent permitted by law.

3.2 The Works will remain the respective Owner's fixtures.

3.3 Right to remedy default

If an Owner fails to comply with any obligation of this by-law then the Owners Corporation may:

- a) Carry out all work necessary to perform that obligation;
- b) Enter upon any part of the parcel to carry out that work; and
- c) Recover the cost of carrying out that work from the defaulting 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 4 EXCLUSIVE USE BY-LAW FOR PAST WORK TO LOT 43

DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- a) **Exclusive Use Areas** means the common property areas reasonably required to keep the Works solely benefiting the Owners.
- b) **Lots** means lot 46 in strata scheme 87345.
- c) **Owners** means the owners from time to time of the Lot.
- d) **Owners Corporation** means the owners corporation created by the registration of Strata Plan registration no. 87345.
- e) **Works** means the alterations and additions already undertaken on behalf of the Owners to install an electronic bell button on the right hand side of the Goods Lift on the Loading Dock Level connected by cable which passes through common property to a bell in Storage Room A on Level B2, including ancillary structures to parts of the adjoining common property.

1.2 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.

GRANT OF RIGHT

2.1 The Owners are granted the exclusive use to keep and use their Works in their Exclusive Use Areas.

CONDITIONS

Enduring rights and obligations

3.1 The Owners, as applicable:

- a) Shall pay the Owners Corporation reasonable costs of preparing, making and registering this by-law, including any legal and strata management costs; and

- b) Shall be liable for any damage whatsoever caused to any lot or to any part of the common property affected by or to which the Works are attached and will make good that damage immediately after it has occurred; and
- c) Must properly maintain and keep the Exclusive Use Areas and the Works in a state of good and serviceable repair; and
- d) Must indemnify the Owners Corporation against any costs, loss or damage the Owners Corporation suffers, arising out of the Works to the extent permitted by law.

3.2 The Works will remain the respective Owner's fixtures.

3.3 Right to remedy default

If an Owner fails to comply with any obligation of this by-law then the Owners Corporation may:

- a) Carry out all work necessary to perform that obligation;
- b) Enter upon any part of the parcel to carry out that work; and
- c) Recover the cost of carrying out that work from the defaulting 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 5 EXCLUSIVE USE BY-LAW FOR LOUVRETEC ROOF AN SOLARGUARD BLIND FOR LOT 42

PART 1

DEFINITIONS & INTERPRETATION

1.1 Definitions

In this by-law:

- (a) **Act** means the *Strata Schemes Management Act 1996*.
- (b) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.
- (c) **Bond** means the bond being either a bank cheque or a bank guarantee in the amount of ten percent (10%) of the cost of the Works made payable to the Owners Corporation.
- (d) **Building** means the building situated at 53 Palmer Street, Cammeray NSW 2062.
- (e) **Exclusive Use Areas** means the common property areas reasonably required to keep the Works solely benefiting the Owners.
- (f) **Insurance** means:
 - (i) Contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000.00;

- (ii) Insurance required under the *Home Building Act 1989* (if any); and
- (iii) Workers compensation insurance.
- (g) **Lot** means lot 42 in strata plan 87345.
- (h) **Owners** means the owners from time to time of the Lot.
- (i) **Owners Corporation** means the owners corporation created by registration of strata plan number 87345.
- (j) **Works** means the works to the Lot. and common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement of:
 - (i) Addition of one LouvreTec Suburban 200 roof, 3800mm x 2000mm, with two vertical posts, to the western edge of the existing eave, commencing from the southern side; and
 - (ii) Addition of one Solarguard retracting blind, 3600mm wide x 2400mm deep, of Soltis 92-2045 Beaten Metal fabric to the outer edge of the new LouvreTec Suburban 200 roof, together with the restoration of the Lot and common property damaged by the works and all of which are to be conducted strictly in accordance with the proposed construction plans prepared by Vanguard dated 05/04/2016, attached to this by-law and marked "A", and the provisions of this by-law.

1.2 Interpretation

In this by-law, unless the context otherwise requires:

- (a) the singular includes the 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;
- (d) references to legislation include references to amending and replacing legislation;
- (e) references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- (f) where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail to the extent of the inconsistency.

PART 2

GRANT OF RIGHT

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Works (at the Owner's cost and to remain the Owner's fixture) and the right to keep and use their Works in their Exclusive Use Areas, subject to the terms and conditions contained in Part 3 of this by-law.

PART 3

CONDITIONS

3.1 Prior to commencement of the Works

Prior to the commencement of the Works, the Owner shall:

- (a) provide the Owners Corporation with a copy of the engineer's connection report;
- (b) obtain all necessary approvals/consents/permits from any Authority and provide a copy to the Owners Corporation;
- (c) provide evidence of the contractor's Builders Licence or other licence to the Owners Corporation
- (d) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation;
- (e) effect and maintain Insurance and provide a copy to the Owners Corporation;
- (f) pay the Bond.

3.2 Notice

At least seven (7) days prior to the commencement of the Works or an aspect of the Works the Owner shall advise the Maintenance Manager of the Owners Corporation so that notification can be given to lot owners and occupiers and any near-by residents who in the Maintenance manager's opinion may be affected by the Works or as directed by any Authority and make arrangements with the Maintenance Manager regarding the suitable times and method for contractors to park their vehicles on common property whilst the Works are being conducted.

3.3 During installation of the Works

During the process of the installation of the Works, the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the installation;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards;
- (c) ensure the Works are carried out expeditiously and with a minimum of disruption;
- (d) carry out the Works only between the hours of 7:00am and 5:30pm Monday-Friday or between 8:00am and 3.00pm on Saturday or such other times reasonably approved by the Owners Corporation;
- (e) perform the Works within a period of one (1) month from its commencement or such other period of time as may be approved by the Owners Corporation;
- (f) transport and remove all construction materials, equipment and debris as reasonably directed by the Maintenance Manager of the Owners Corporation;
- (g) ensure that all protective covers for the lift are in place before the Works commence and remain in place each day during which the Works are carried out;
- (h) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (i) ensure that contractors parking their vehicles on common property adhere to all height and other restrictions as signed and all arrangements made with the Maintenance Manager of the Owners Corporation.

- j) ensure that the Works and contractor parking do not interfere with or damage the common property or the personal property of the Owners Corporation or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- (k) be on site while the Works are carried out or provide the Maintenance Manager of the Owners Corporation with the Owner's contact phone number;
- (l) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation; and
- (m) not vary the Works without first obtaining the consent in writing of the Owners Corporation.

3.4 After installation of the Works

3.4.1 After the installation of the Works is completed, the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by carrying out the Works and contractor parking and not permitted by this by-law has been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works; and
- (d) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to assess compliance with this by-law or any consents provided under this by-law.

3.4.2 The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs 3.4.1(a) - (d) have been complied with; and

3.4.3 The Bond contemplated under clause 3.1(d) is to be refunded within fourteen (14) days from completion of the Works less any costs incurred by the Owners Corporation for or in connection with the carrying out of the Works or breach of this by-law.

3.5 Statutory and other requirements

3.5.1 The Owner must:

- (a) comply with all requirements of the Owners Corporation, the by-laws applicable to the strata scheme and all directions, orders and requirements of any Authority relating to the Works and must be responsible to ensure that the respective agents and contractors of the Owner comply with the said directions, orders and requirements;
- (b) ensure that the provisions of the Building Code of Australia and Australian Standards are, so far as relevant, complied with; and
- (c) comply with the provisions of the *Home Building Act 1989*.

3.5.2 The Works must:

- (a) be carried out in a proper and workmanlike manner; and

- (b) comprise materials that are suitable for the purpose for which they are used and must be new.

3.6 Enduring rights and obligations

The Owner must:

- (a) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law);
- (b) properly maintain and upkeep the Works in a state of good and serviceable repair;
- (c) renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
- (d) properly maintain and upkeep the Exclusive Use Areas;
- (e) ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
- (f) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use; and
- (g) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Works are removed or relocated.

3.7 Failure to comply with this by-law

If the Owner fails to comply with any obligation under this by-law the Owners Corporation may:

- (a) by its agents, employees or contractors enter upon the Lot and carry out all work necessary to perform that obligation;
- (b) recover the costs of such work from the Owner as a debt due;
- (c) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for the cost of any inspection, certification or order; and
- (d) apply the Bond towards the costs incurred by the Owners Corporation to carry out that work.

3.8 Ownership of Works

The Works will always remain the property of the Owner.

3.9 Applicability

In the event that the Owner desires to remove the Works installed under this by-law the provisions of Part 3 shall also apply in relation to that removal.

**SPECIAL BY-LAW 6 EXCLUSIVE USE BY-LAW FOR MOTORISED EXTENDABLE
AND RETRACTABLE AWNING COVER FOR LOT 33**

PART 1**DEFINITIONS & INTERPRETATION****1.1 Definitions**

In this by-law:

- (a) **Act** means the *Strata Schemes Management Act 1996*.
- (b) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.
- (c) **Bond** means the bond being either a bank cheque or a bank guarantee in the amount of ten percent (10%) of the cost of the Works made payable to the Owners Corporation.
- (d) **Building** means the building situated at 53 Palmer Street, Cammeray NSW 2062.
- (e) **Exclusive Use Areas** means the common property areas reasonably required to keep the Works solely benefiting the Owners.
- (f) **Insurance** means:
 - (i) Contractors all risk insurance (including public liability insurance) in the sum of
\$10,000,000.00;
 - (ii) Insurance required under the *Home Building Act 1989* (if any); and
 - (iii) Workers compensation insurance.
- (g) **Lot** means lot 33 in strata plan 87345.
- (h) **Owners** means the owners from time to time of the Lot.
- (i) **Owners Corporation** means the owners corporation created by registration of strata plan number 87345.
- (j) **Works** means the works to the Lot and common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement of:

Addition of one silver-coloured Cassita II cassette motorised extendable and retractable awning cover, 3500mm wide and 1500mm deep, attached to the eastern exterior of the slab, as per manufacturer's instructions in the Cassita II April 2016 brochure, above the eastern sliding terrace doors, using Weenor UV protected acrylic climate control material in colour Light Grey 3-709, together with the restoration of the Lot and common property damaged by the works and all of which are to be conducted strictly in accordance with the brochure directions for wall, ceiling or rafter installation attached to this by-law and marked "A", and the provisions of this by-law.

1.2 Interpretation

In this by-law, unless the context otherwise requires:

- (a) the singular includes the 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;
- (d) references to legislation include references to amending and replacing legislation;
- (e) references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- (f) where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail to the extent of the inconsistency.

PART 2

GRANT OF RIGHT

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Works (at the Owner's cost and to remain the Owner's fixture) and the right to keep and use their Works in their Exclusive Use Areas, subject to the terms and conditions contained in Part 3 of this by-law.

PART 3

CONDITIONS

3.1 Prior to commencement of the Works

Prior to the commencement of the Works, the Owner shall:

- (a) provide the Owners Corporation with a copy of the Cassita II April 2016 brochure;
- (b) obtain all necessary approvals/consents/permits from any Authority and provide a copy to the Owners Corporation;
- (c) provide evidence of the contractor's Builders Licence or other licence to the Owners Corporation
- (d) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation;
- (e) effect and maintain Insurance and provide a copy to the Owners Corporation;
- (f) pay the Bond;

3.2 Notice

At least seven (7) days prior to the commencement of the Works or an aspect of the Works the Owner shall advise the Maintenance Manager of the Owners Corporation so that notification can be given to lot owners and occupiers and make arrangements with the Maintenance Manager regarding the suitable times and method for contractors to park their vehicles on common property whilst the Works are being conducted.

3.3 During installation of the Works

During the process of the installation of the Works, the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the installation;

- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards;
- (c) ensure the Works are carried out expeditiously and with a minimum of disruption;
- (d) carry out the Works only between the hours of 7:30am and 5:30pm Monday-Friday or between 8:00am and 3.00pm on Saturday or such other times reasonably approved by the Owners Corporation;
- (e) perform the Works within a period of one (1) month from its commencement or such other period of time as may be approved by the Owners Corporation;
- (f) transport and remove all construction materials, equipment and debris as reasonably directed by the Owners Corporation;
- (g) ensure that all protective covers for the lift are in place before the Works commence and remain in place each day during which the Works are carried out;
- (h) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (i) ensure that contractors parking their vehicles on common property adhere to all height and other restrictions as signed and all arrangements made with the Maintenance Manager of the Owners Corporation.
- (j) ensure that the Works and contractor parking do not interfere with or damage the common property or the personal property of the Owners Corporation or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- (k) be on site while the Works are carried out or provide the Maintenance Manager of the Owners Corporation with the Owner's contact phone number;
- (l) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation; and
- (m) not vary the Works without first obtaining the consent in writing of the Owners Corporation.

3.4 After installation of the Works

3.4.1 After the installation of the Works is completed, the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by carrying out the Works and contractor parking and not permitted by this by-law has been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works; and
- (d) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to assess compliance with this by-law or any consents provided under this by-law.

3.4.2 The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs 3.4.1 (a) - (d) have been complied with; and

3.4.3 The Bond contemplated under clause 3.1(d) is to be refunded within fourteen (14) days from completion of the Works less any costs incurred by the Owners Corporation for or in connection with the carrying out of the Works or breach of this by-law.

3.5 Statutory and other requirements

3.5.1 The Owner must:

- (a) comply with all requirements of the Owners Corporation, the by-laws applicable to the strata scheme and all directions, orders and requirements of any Authority relating to the Works and must be responsible to ensure that the respective agents and contractors of the Owner comply with the said directions, orders and requirements;
- (b) ensure that the provisions of the Building Code of Australia and Australian Standards are, so far as relevant, complied with; and
- (c) comply with the provisions of the *Home Building Act 1989*.

3.5.2 The Works must:

- (a) be carried out in a proper and workmanlike manner; and
- (b) comprise materials that are suitable for the purpose for which they are used and must be new.

3.6 Enduring rights and obligations

The Owner must:

- (a) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law);
- (b) properly maintain and upkeep the Works in a state of good and serviceable repair;
- (c) renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
- (d) properly maintain and upkeep the Exclusive Use Areas;
- (e) ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
- (f) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use; and
- (g) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Works are removed or relocated.

3.7 Failure to comply with this by-law

If the Owner fails to comply with any obligation under this by-law the Owners Corporation may:

- (a) by its agents, employees or contractors enter upon the Lot and carry out all work necessary to perform that obligation;

- (b) recover the costs of such work from the Owner as a debt due;
- (c) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for the cost of any inspection, certification or order; and
- (d) apply the Bond towards the costs incurred by the Owners Corporation to carry out that work.

3.8 Ownership of Works

The Works will always remain the property of the Owner.

3.9 Applicability

In the event that the Owner desires to remove the Works installed under this by-law the provisions of Part 3 shall also apply in relation to that removal.

SPECIAL BY-LAW 7 EXCLUSIVE USE BY-LAW FOR LOUVRETEC ROOF LOT 34

PART 1

DEFINITIONS & INTERPRETATION

1.1 Definitions

In this by-law:

- (a) **Act** means the *Strata Schemes Management Act 1996*.
- (b) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.
- (c) **Bond** means the bond being either a bank cheque or a bank guarantee in the amount of
ten percent (10%) of the cost of the Works made payable to the Owners Corporation.
- (d) **Building** means the building situated at 53 Palmer Street, Cammeray NSW 2062.
- (e) **Exclusive Use Areas** means the common property areas reasonably required to keep the Works solely benefiting the Owners.
- (f) **Insurance** means:
 - (i) Contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000.00;
 - (ii) Insurance required under the *Home Building Act 1989* (if any); and
 - (iii) Workers compensation insurance.
- (g) **Lot** means lot 34 in strata plan 87345.
- (h) **Owners** means the owners from time to time of the Lot.
- (i) **Owners Corporation** means the owners corporation created by registration of strata plan number 87345.
- (j) **Works** means the works to the Lot and common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement of the addition of one LouvreTec Suburban 200 louvre roof,

3850mm x 1950mm, to the western edge of the existing eave, commencing from the southern side, together with the restoration of the Lot and common property damaged by the works and all of which are to be conducted strictly in accordance with the proposed construction plans prepared by Vanguard, dated 05/04/2016, attached to this by-law and marked "A", and the provisions of this by-law.

1.2 Interpretation

In this by-law, unless the context otherwise requires:

- (a) the singular includes the 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;
- (d) references to legislation include references to amending and replacing legislation;
- (e) references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- (f) where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail to the extent of the inconsistency.

PART 2

GRANT OF RIGHT

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Works (at the Owner's cost and to remain the Owner's fixture) and the right to keep and use their Works in their Exclusive Use Areas, subject to the terms and conditions contained in Part 3 of this by-law.

PART 3

CONDITIONS

3.1 Prior to commencement of the Works

Prior to the commencement of the Works, the Owner shall:

- (a) provide the Owners Corporation with a copy of the engineer's connection report;
- (b) obtain all necessary approvals/consents/permits from any Authority and provide a copy to the Owners Corporation;
- (c) provide evidence of the contractor's Builders Licence or other licence to the Owners Corporation
- (d) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation;
- (e) effect and maintain Insurance and provide a copy to the Owners Corporation;
- (f) pay the Bond;

3.2 Notice

At least seven (7) days prior to the commencement of the Works or an aspect of the Works the Owner shall advise the Maintenance Manager of the Owners Corporation so that notification can be given to lot owners and occupiers and any near-by residents who in the Maintenance Manager's opinion may be affected by the Works or as directed by any Authority and make arrangements with the Maintenance Manager regarding the suitable times and method for contractors to park their vehicles on common property whilst the Works are being conducted.

3.3 During installation of the Works

During the process of the installation of the Works, the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the installation;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards;
- (c) ensure the Works are carried out expeditiously and with a minimum of disruption;
- (d) carry out the Works only between the hours of 7:00am and 5:30pm Monday-Friday or between 8:00am and 3.00pm on Saturday or such other times reasonably approved by the Owners Corporation;
- (e) perform the Works within a period of one (1) month from its commencement or such other period of time as may be approved by the Owners Corporation;
- (f) transport and remove all construction materials, equipment and debris as reasonably directed by the Maintenance Manager of the Owners Corporation;
- (g) ensure that all protective covers for the lift are in place before the Works commence and remain in place each day during which the Works are carried out;
- (h) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (i) ensure that contractors parking their vehicles on common property adhere to all height and other restrictions as signed and all arrangements made with the Maintenance Manager of the Owners Corporation.
- (j) ensure that the Works and contractor parking do not interfere with or damage the common property or the personal property of the Owners Corporation or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- (k) be on site while the Works are carried out or provide the Maintenance Manager of the Owners Corporation with the Owner's contact phone number;
- (l) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation; and
- (m) not vary the Works without first obtaining the consent in writing of the Owners Corporation.

3.4 After installation of the Works

3.4.1 After the installation of the Works is completed, the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by carrying out the Works and contractor parking and not permitted by this by-law has been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works; and
- (d) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to assess compliance with this by-law or any consents provided under this by-law.

3.4.2 The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs 3.4.1 (a) - (d) have been complied with; and

3.4.3 The Bond contemplated under clause 3.1(d) is to be refunded within fourteen (14) days from completion of the Works less any costs incurred by the Owners Corporation for or in connection with the carrying out of the Works or breach of this by-law.

3.5 Statutory and other requirements

3.5.1 The Owner must:

- (a) comply with all requirements of the Owners Corporation, the by-laws applicable to the strata scheme and all directions, orders and requirements of any Authority relating to the Works and must be responsible to ensure that the respective agents and contractors of the Owner comply with the said directions, orders and requirements;
- (b) ensure that the provisions of the Building Code of Australia and Australian Standards are, so far as relevant, complied with; and
- (c) comply with the provisions of the *Home Building Act 1989*.

3.5.2 The Works must:

- (a) be carried out in a proper and workmanlike manner; and
- (b) comprise materials that are suitable for the purpose for which they are used and must be new.

3.6 Enduring rights and obligations

The Owner must:

- (a) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law);
- (b) properly maintain and upkeep the Works in a state of good and serviceable repair;
- (c) renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
- (d) properly maintain and upkeep the Exclusive Use Areas;
- (e) ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;

- (f) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use; and
- (g) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Works are removed or relocated.

3.7 Failure to comply with this by-law

If the Owner fails to comply with any obligation under this by-law the Owners Corporation may:

- (a) by its agents, employees or contractors enter upon the Lot and carry out all work necessary to perform that obligation;
- (b) recover the costs of such work from the Owner as a debt due;
- (c) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for the cost of any inspection, certification or order; and
- (d) apply the Bond towards the costs incurred by the Owners Corporation to carry out that work.

3.8 Ownership of Works

The Works will always remain the property of the Owner.

3.9 Applicability

In the event that the Owner desires to remove the Works installed under this by-law the provisions of Part 3 shall also apply in relation to that removal.

SPECIAL BY-LAW 8 SERVICE OF DOCUMENTS ON OWNER OF LOT BY OWNERS CORPORATION

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 EXCLUSIVE USE OF ADJOINING COMMON PROPERTY BY-LAW FOR LOT 42

PART 1

DEFINITIONS & INTERPRETATION

1.1 Definitions

In this by-law:

- (a) **Act** means the *Strata Schemes Management Act 2015*.
- (b) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.
- (c) **Boundary Wall** means the glass balustrade dividing Lot 42's terrace from the Exclusive Use Area.

- (d) **Building** means the building situated at 53 Palmer Street, Cammeray NSW 2062.
- (e) **Exclusive Use Area** means that area of common property adjoining the southern boundary of Lot 42's terrace on Level 5.
- (f) **Lot** means Lot 42 in strata plan 87345.
- (g) **Owners** means the owners from time to time of the Lot.
- (h) **Owners Corporation** means the owners corporation created by registration of strata plan number 87345.
- (i) **Works** means the works to the Lot and common property to be carried out for and in connection with the Owner's alteration of the Lot boundary on the southern side of Lot 42's terrace in accordance with the provisions of this by-law.

1.2 Interpretation

In this by-law, unless the context otherwise requires:

- (a) the singular includes the 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;
- (d) references to legislation include references to amending and replacing legislation;
- (e) references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- (f) where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail to the extent of the inconsistency.

PART 2

GRANT OF RIGHT

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the right of exclusive use and enjoyment of the Exclusive Use Area. The Owner has no right to make any structural additions, changes or add any permanent fixtures to the Exclusive Use Area. The Owner has the special privilege to carry out the Works (at the Owner's cost and to remain the Owner's fixture) to enable access to the Exclusive Use Area and the right to keep and use their Works, subject to the terms and conditions contained in Part 3 of this by-law. The Owner is not responsible for maintenance and repair of the Exclusive Use Area unless the Owner's use of the Exclusive Use Area has resulted in damage to the Exclusive Use Area.

PART 3

CONDITIONS

3.1 Removal or replacement of the Boundary Wall

The Owner shall:

- (a) remove the existing boundary wall without causing damage to the balcony's waterproofing; or

- (b) use an approved contractor to replace the Boundary Wall with a gate and wall that is consistent with the appearance and materials used on the existing Boundary Wall without causing damage to the balcony's waterproofing.

3.2 Notice

At least seven (7) days prior to the commencement of the Works or an aspect of the Works the Owner shall advise the Maintenance Manager of the Owners Corporation so that notification can be given to lot owners and occupiers and any near-by residents who in the Maintenance Manager's opinion may be affected by the Works or as directed by any Authority and make arrangements with the Maintenance Manager regarding the suitable times and method for contractors to park their vehicles on common property whilst the Works are being conducted.

3.3 During installation of the Works

During the process of the installation of the Works, the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the installation;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards;
- (c) ensure the Works are carried out expeditiously and with a minimum of disruption;
- (d) carry out the Works only between the hours of 7:00am and 5:30pm Monday-Friday or between 8:00am and 3.00pm on Saturday or such other times reasonably approved by the Owners Corporation;
- (e) perform the Works within a period of one (1) month from its commencement or such other period of time as may be approved by the Owners Corporation;
- (f) transport and remove all construction materials, equipment and debris as reasonably directed by the Maintenance Manager of the Owners Corporation;
- (g) ensure that all protective covers for the lift are in place before the Works commence and remain in place each day during which the Works are carried out;
- (h) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (i) ensure that contractors parking their vehicles on common property adhere to all height and other restrictions as signed and all arrangements made with the Maintenance Manager of the Owners Corporation;
- (j) ensure that the Works and contractor parking do not interfere with or damage the common property or the personal property of the Owners Corporation or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- (k) be on site while the Works are carried out or provide the Maintenance Manager of the Owners Corporation with the Owner's contact phone number;
- (l) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation; and
- (m) not vary the Works without first obtaining consent in writing of the Owners Corporation

3.4 After installation of the Works

3.4.1 After the installation of the Works is completed, the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to any lot and common property caused by carrying out the Works and contractor parking and not permitted by this by-law has been rectified;
- (c) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to assess compliance with this by-law or any consents provided under this by-law.

3.4.2 The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs 3.4.1 (a)-(c) have been complied with.

3.5 Statutory and other requirements

3.5.1 The Owner must:

- (a) comply with all requirements of the Owners Corporation, the by-laws applicable to the strata scheme and all directions, orders and requirements of any Authority relating to the Works and must be responsible to ensure that the respective agents and contractors of the Owner comply with the said directions, orders and requirements;
- (b) ensure that the provisions of the Building Code of Australia and Australian Standards are, so far as relevant, complied with; and
- (c) comply with the provisions of the *Home Building Act 1989*.

3.5.2 The Works must:

- (a) be carried out in a proper and workmanlike manner; and
- (b) comprise materials that are suitable for the purpose for which they are used.

3.6 Enduring rights and obligations

The Owner must:

- (a) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law);
- (b) properly maintain and upkeep the Works in a state of good and serviceable repair;
- (c) renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
- (d) properly maintain and upkeep the Exclusive Use Area;
- (e) ensure that the Works (where applicable) do not cause water escape or water penetration to any lot or common property;
- (f) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use; and
- (g) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Works are removed or relocated; and

- (h) abide by by-law 1 Noise while using the Exclusive Use area.

3.7 Failure to comply with this by-law

If the Owner fails to comply with any obligation under this by-law the Owners Corporation may:

- (a) by its agents, employees or contractors enter upon the Lot and carry out all work necessary to perform that obligation;
- (b) recover the costs of such work from the Owner as a debt due; and
- (c) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for the cost of any inspection, certification or order.

3.8 Ownership of Works

The Works will always remain the property of the Owner.

3.9 Applicability

In the event that the Owner desires to remove the Works installed under this by-law the provisions of Part 3 shall also apply in relation to that removal.

SPECIAL BY-LAW 10 MINOR RENOVATION BY OWNERS – DELEGATION OF FUNCTIONS

- (a) 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; and
- (b) Resolved to delegate its functions to the Strata Committee in accordance with the by-law made in paragraph (a).

SPECIAL BY-LAW 11 EXCLUSIVE USE BY-LAW FOR MOTORISED EXTENDABLE AND RETRACTABLE AWNING COVER FOR LOT 34

PART 1

DEFINITIONS & INTERPRETATION

1.1 Definitions

In this by-law:

- (a) **Act** means the *Strata Schemes Management Act 2015*.
- (b) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the lot or the Building including the local council.
- (c) **Bond** means the bond being either a bank cheque or a bank guarantee in the amount of ten percent (10%) of the cost of the Works made payable to the Owners Corporation.
- (d) **Building** means the building situated at 53 Palmer Street, Cammeray NSW 2062.

- (e) **Exclusive Use Areas** means the common property areas reasonably required to keep the Works solely benefiting the Owners.
- (f) **Insurance** means:
 - (i) Contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000.00;
 - (ii) Insurance required under the *Home Building Act 1989* (if any); and
 - (iii) Workers compensation insurance.
- (g) **Lot** means lot 34 in Strata Plan No. 87345.
- (h) **Owners** means the owners from time to time of the lot.
- (i) **Owners Corporation** means the owners corporation created by registration of Strata Plan No. 87345.
- (j) **Works** means the works to the lot and common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement of:

Addition of one aluminium silver metallic coloured Markilux #RAL 9006 motorised cassette containing a Markilux 6000 extendable and retractable awning cover, 3500mm wide and extending 2000mm deep, attached to the western exterior of the slab, as per manufacturer's instructions in the Markilux 6000 face fixture drawings and specs attached, above the western sliding bedroom doors, using Markilux Sunvas colour code 31008 grey as the awning material and Soltis-92-2045 Beaten Metal as the drop down valance fabric, together with the restoration of the lot and common property damaged by the works and all of which are to be conducted strictly in accordance with the brochure directions for wall, ceiling or rafter installation attached to this by-law and marked "A", and the provisions of this by-law.

1.2 Interpretation

In this by-law, unless the context otherwise requires:

- (a) the singular includes the 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;
- (d) references to legislation include references to amending and replacing legislation;
- (e) references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- (f) where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail to the extent of the inconsistency.

PART 2

GRANT OF RIGHT

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Works (at the Owner's cost and to remain

the Owner's fixture) and the right to keep and use their Works in their Exclusive Use Areas, subject to the terms and conditions contained in Part 3 of this by-law.

PART 3

CONDITIONS

3.1 Prior to commencement of the Works

Prior to the commencement of the Works, the Owner shall:

- (a) obtain all necessary approvals/consents/permits from any Authority and provide a copy to the Owners Corporation;
- (b) provide evidence of the contractor's Builders Licence or other licence to the Owners Corporation
- (c) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation;
- (d) effect and maintain Insurance and provide a copy to the Owners Corporation;
- (e) pay the Bond;

3.2 Notice

At least seven (7) days prior to the commencement of the Works or an aspect of the Works the Owner shall advise the Maintenance Manager of the Owners Corporation so that notification can be given to lot owners and occupiers and make arrangements with the Maintenance Manager regarding the suitable times and method for contractors to park their vehicles on common property whilst the Works are being conducted.

3.3 During installation of the Works

During the process of the installation of the Works, the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the installation;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards;
- (c) ensure the Works are carried out expeditiously and with a minimum of disruption;
- (d) carry out the Works only between the hours of 7:30am and 5:30pm Monday-Friday or between 8:00am and 3:00pm on Saturday or such other times reasonably approved by the Owners Corporation
- (e) perform the Works within a period of one (1) month from its commencement or such other period of time as may be approved by the Owners Corporation;
- (f) transport and remove all construction materials, equipment and debris as reasonably directed by the Owners Corporation;
- (g) ensure that all protective covers for the lift are in place before the Works commence and remain in place each day during which the Works are carried out;
- (h) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;

- (i) ensure that contractors parking their vehicles on common property adhere to all height and other restrictions as signed and all arrangements made with the Maintenance Manager of the Owners Corporation.
- (j) ensure that the Works and contractor parking do not interfere with or damage the common property or the personal property of the Owners Corporation or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- (k) be on site while the Works are carried out or provide the Maintenance Manager of the Owners Corporation with the Owner's contact phone number;
- (l) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation; and
- (m) not vary the Works without first obtaining the consent in writing of the Owners Corporation.

3.4 After installation of the Works

3.4.1 After the installation of the Works is completed, the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by carrying out the Works and contractor parking and not permitted by this by-law has been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works; and
- (d) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to assess compliance with this by-law or any consents provided under this by-law.

3.4.2 The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs 3.4.1(a) - (d) have been complied with; and

3.4.3 The Bond contemplated under clause 3.1(d) is to be refunded within fourteen (14) days from completion of the Works less any costs incurred by the Owners Corporation for or in connection with the carrying out of the Works or breach of this by-law.

3.5 Statutory and other requirements

3.5.1 The Owner must:

- (a) comply with all requirements of the Owners Corporation, the by-laws applicable to the strata scheme and all directions, orders and requirements of any Authority relating to the Works and must be responsible to ensure that the respective agents and contractors of the Owner comply with the said directions, orders and requirements;
- (b) ensure that the provisions of the Building Code of Australia and Australian Standards are, so far as relevant, complied with; and
- (c) comply with the provisions of the *Home Building Act 1989*.

3.5.2 The Works must:

- (a) be carried out in a proper and workmanlike manner; and
- (b) comprise materials that are suitable for the purpose for which they are used and must be new.

3.6 Enduring rights and obligations

The Owner must:

- (a) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law);
- (b) properly maintain and upkeep the Works in a state of good and serviceable repair;
- (c) renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
- (d) properly maintain and upkeep the Exclusive Use Areas;
- (e) ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
- (f) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use; and
- (g) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Works are removed or relocated.

3.7 Failure to comply with this by-law

If the Owner fails to comply with any obligation under this by-law the Owners Corporation may:

- (a) by its agents, employees or contractors enter upon the Lot and carry out all work necessary to perform that obligation;
- (b) recover the costs of such work from the Owner as a debt due;
- (c) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for the cost of any inspection, certification or order; and
- (d) apply the Bond towards the costs incurred by the Owners Corporation to carry out that work.

3.8 Ownership of Works

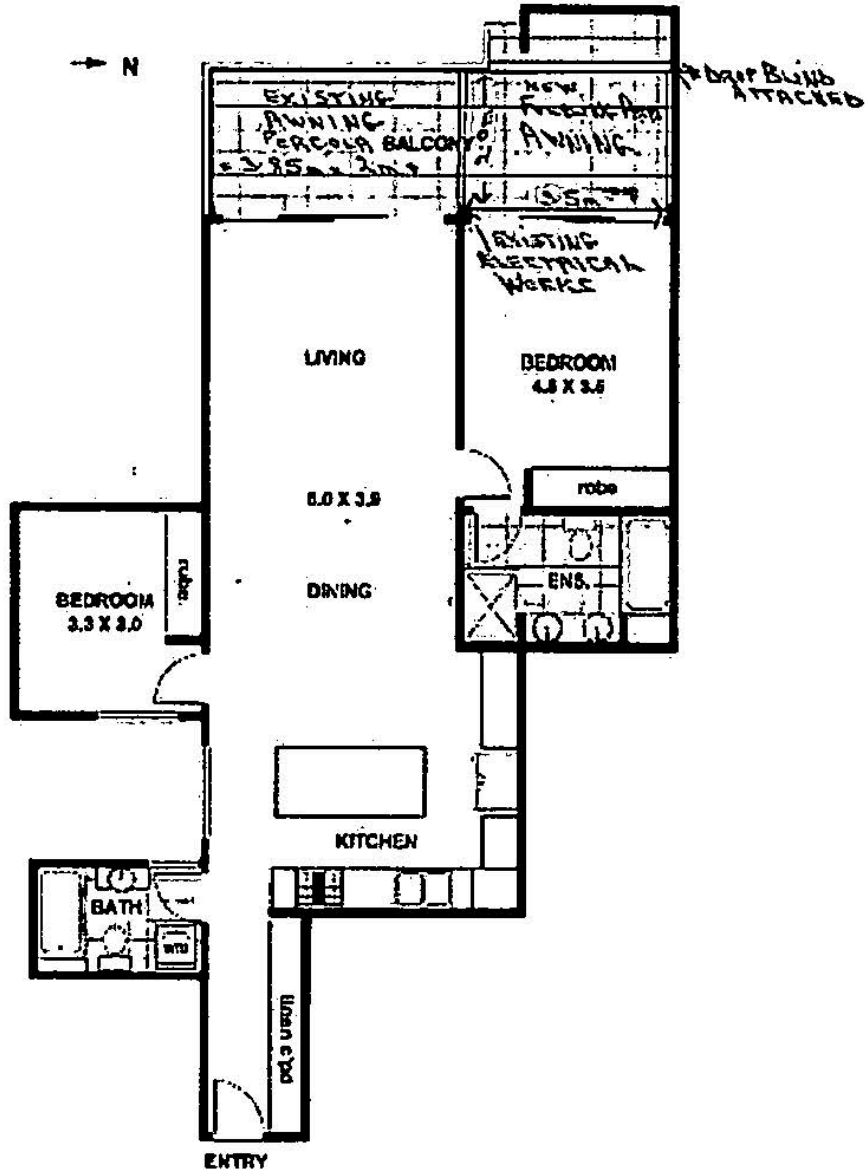
The Works will always remain the property of the Owner.

3.9 Applicability

In the event that the Owner desires to remove the Works installed under this by-law the provisions of Part 3 shall also apply in relation to that removal.

**Annexure 'A' to Special by-law 11 - EXCLUSIVE USE BY-LAW FOR MOTORISED
EXTENDABLE AND RETRACTABLE AWNING COVER FOR LOT 34**

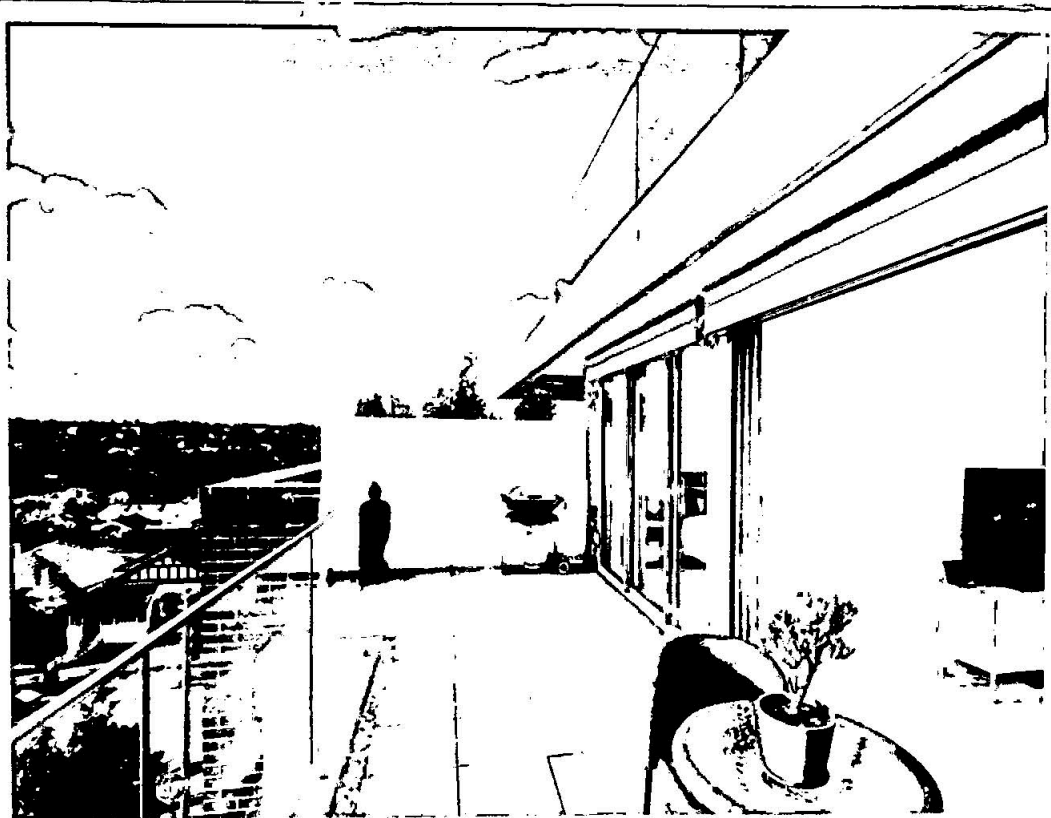
408 / 53 Palmer Street, Cammeray

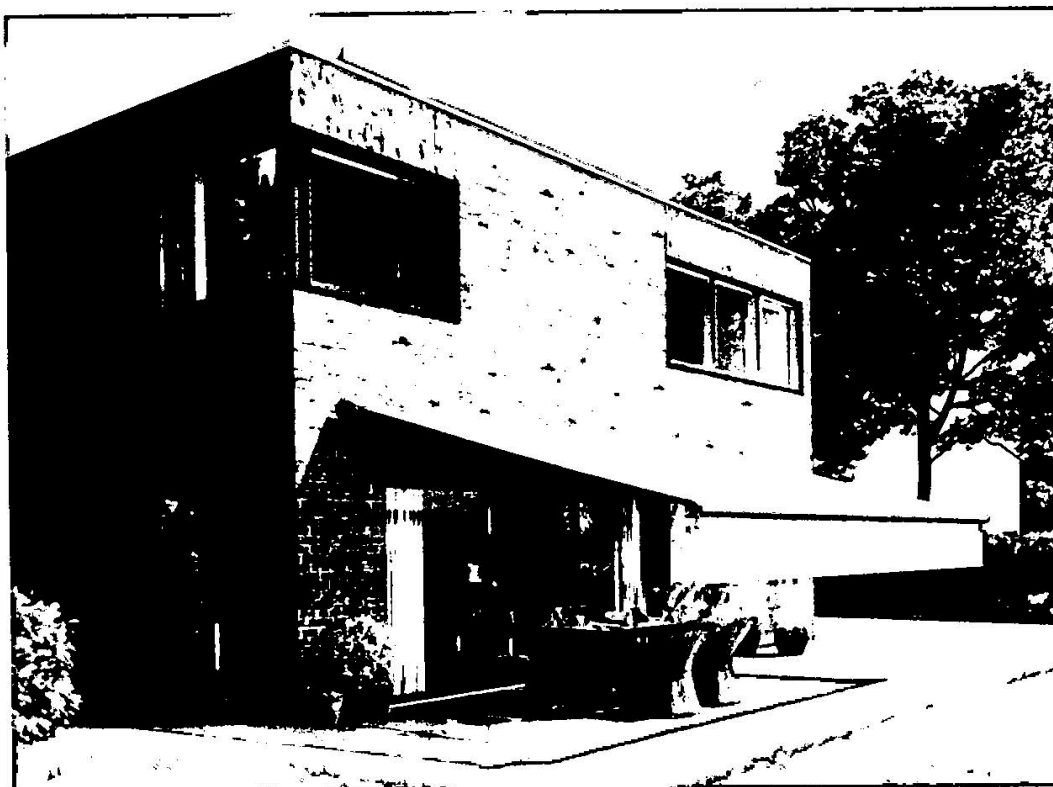


FLOOR PLAN All dimensions and areas are approximate only.
No guarantee of liability will be accepted for, in or on ground (s).

304 Miller Street, Cammeray NSW 1585 0209 3111 1116 1111 justin@jfrugson.com.au

JUSTIN FRUGSON
PROPERTY SPECIALISTS





Cassette awning

markilux 6000

A designer cassette awning that is individually modifiable in both colour and specification. The enormous variety of combinations of both the visual and technical aspects makes this awning unique.



reddot design award
winner 2006



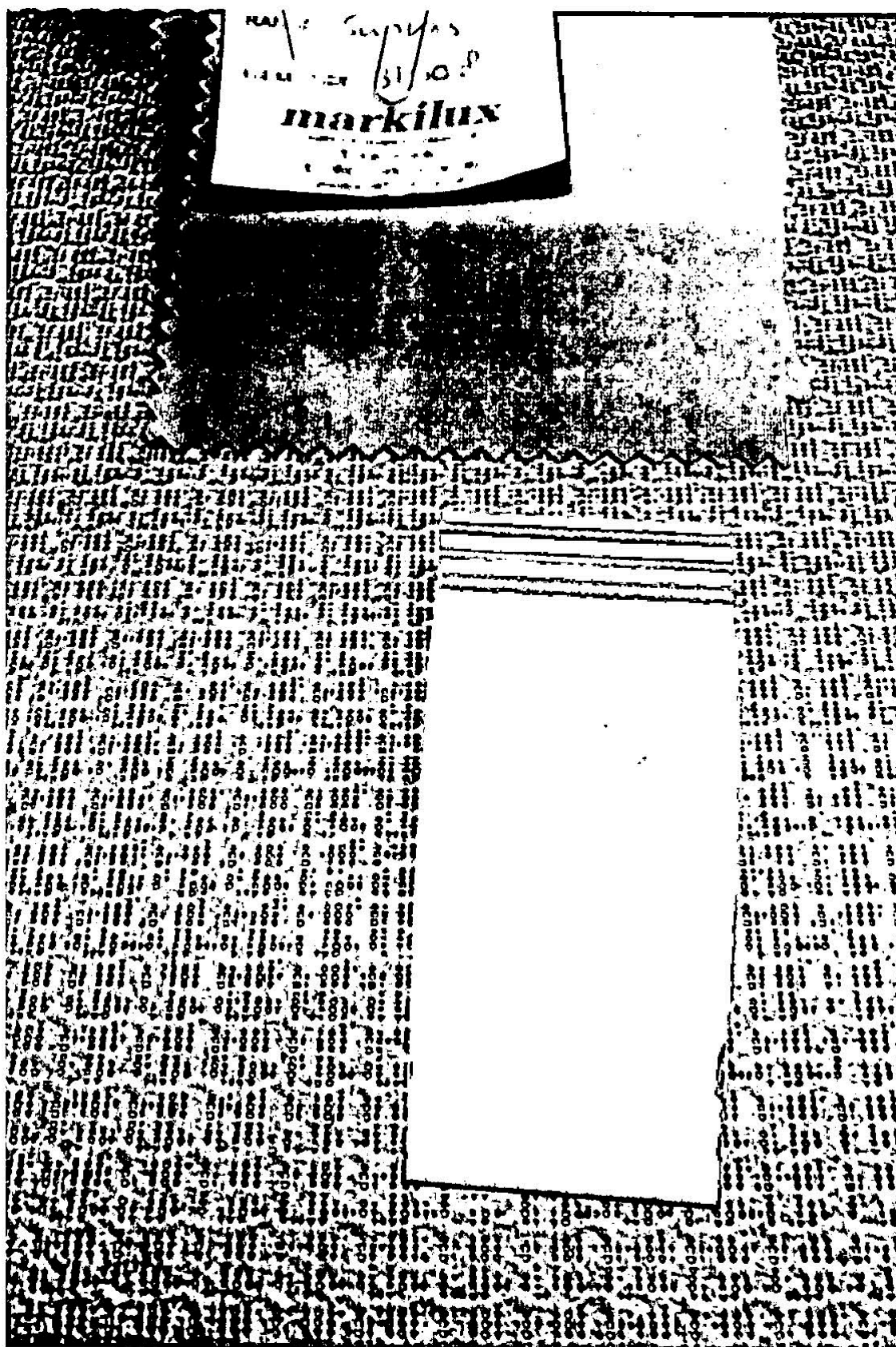
SCHÖPPLE
2007
NOMINEE

markilux.com



markilux

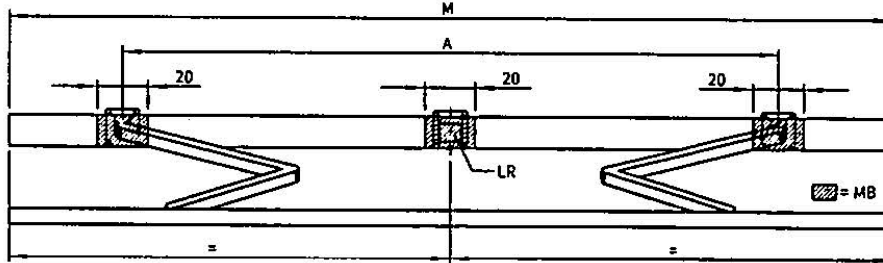
sale timeless beautiful



markilux 6000

PATIO AND BALCONY AWNINGS

Bracket range for awnings with 2 folding arms



dimensions in cm

M [cm]	SB →	250	300	350	400	450	500	550	600	650
	ZB →	208-250	251-300	301-350	351-400	401-450	451-500	501-550	551-600	601-650

H [cm] ↓	A [cm]									
150	187*	210**	260	300	340	380	440	490	510	
200	-	237*	260**	300	340	380	440	490	510	
250	-	-	287*	300**	340	390	440	490	510	
300	-	-	-	337*	340**	390	440	490	510	
350	-	-	-	-	387*	390**	440	490	-	
400	-	-	-	-	-	437*	445**	490**	-	

	BHT ↓	HT ↓	HT ↓
W	180 mm	2	3
DE/DA	130 mm	2	3

If the brackets cannot be positioned in accordance with this table, make sure the actual measurements are noted on the order form!

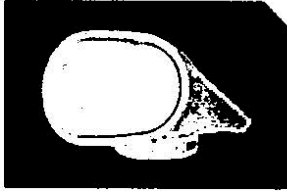
- * = Please note the minimum widths! Dimension A is only valid for standard arms!
Dimension A is 13 cm smaller in the case of bespoke arms. Coupled units are not available with junction roller.
- ** = Coupled units are only available with junction roller in the standard widths, in the case of other widths please ask us.
- A = arm position
- BHT = bracket width
- DA = eaves fixture
- DE = top fixture
- H = projection
- HT = no. of brackets
- LR = a rolltex bearing with accompanying bracket is always placed under a central seam
- M = awning width
- MB = bracket fixture range
- SB = standard width
- W = face fixture
- ZB = intermediate width

markilux 6000

PATIO AND BALCONY AWNINGS

Colours

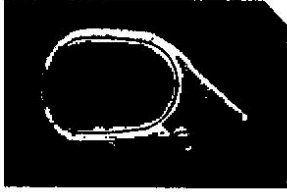
traffic white RAL 9016



end cap insert in stainless steel mesh



* metallic aluminium RAL 9006



end cap trim in polished chrome



Frame colours

		standard	optional
traffic white	RAL 9016	<input type="checkbox"/>	
* metallic aluminium	RAL 9006	<input checked="" type="checkbox"/>	
off-white textured finish	5233	<input type="checkbox"/>	
stone grey metallic	5215	<input type="checkbox"/>	
anthracite metallic	5204	<input type="checkbox"/>	
Havana brown textured finish	5229	<input type="checkbox"/>	
non-standard powder-coated finish			<input type="checkbox"/>

Additional end cap insert colours

	standard	optional
end cap insert in frame colour	<input checked="" type="checkbox"/>	
stainless steel mesh		<input type="checkbox"/>

Other end cap trim colour options

	standard	optional
end cap trim in frame colour	<input checked="" type="checkbox"/>	
polished chrome		<input type="checkbox"/>

Colours similar to those in the RAL chart. Colours may differ slightly from those depicted in both hue and finish.

markilux 6000

Cassette awning

01 Face fixture

Fixtures, fittings and accessories

02

03

04

05

06

07

08

09

10

11

12

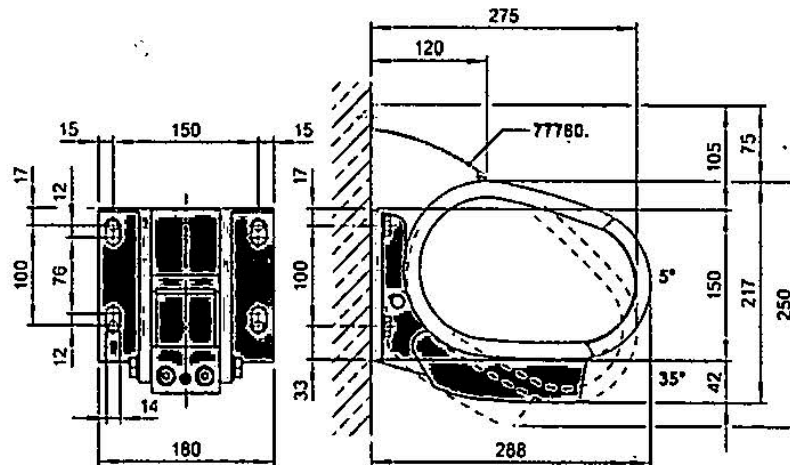
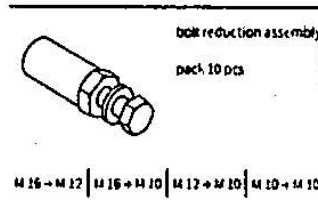
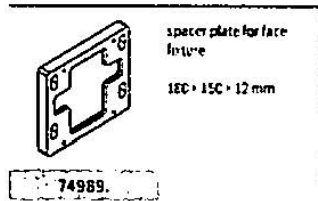
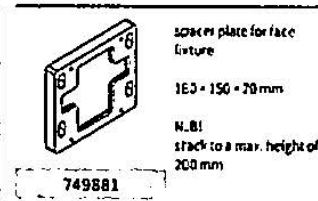
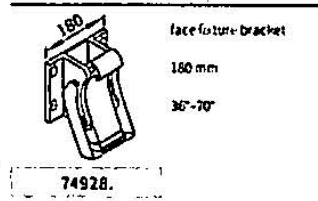
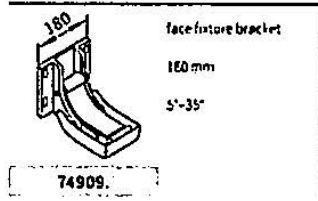
13

14

15

16

17



dimensions in mm

SPECIAL BY-LAW 12 MAJOR RENOVATIONS

1. Introduction

This by-law sets out the rules you must follow if you intend to carry out major renovations to a Common Area in the building in connection with your Lot or to your Lot.

2. Definitions & Interpretation

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) "**Act**" means the *Strata Schemes Management Act 2015*,
- (b) "**apartment**" means a Lot in the strata scheme,
- (c) "**annexure**" means the annexure to this by-law,
- (d) "**building**" means the building in the strata scheme 87345,
- (e) "**Common Area**" means the Common Property in the strata scheme,
- (f) "**cosmetic work**" means cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,
- (g) "**minor renovations**" means minor renovations for the purposes of section 110 of the Act,
- (h) "**major renovations**" means any work other than a cosmetic or minor renovation to a Lot or a Common Area in connection with your Lot for example such as, but not restricted to:
 - (i) work involving structural changes such as the removal of the whole or part of a load bearing wall,
 - (ii) work that changes the external appearance of your Lot in any way, including, installation of an awning, pergola, gazebo, Vergola or the like, a window, or any other addition to your Lot,
 - (iii) work involving waterproofing such as a bathroom renovation involving the laying of a new waterproof membrane or soundproofing where carpet is being replaced by timber flooring boards or tiles,
 - (iv) work for which consent, or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,but cannot include cosmetic work or minor renovations,
- (i) "**strata scheme**" means the strata scheme 87345, and
- (j) "**you**" means an owner of a Lot in the strata scheme and includes your successors in title.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,

- (c) words importing the singular number include the plural and vice versa,
- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and
- (f) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Major Renovations Approval Process

3.1 Major Renovations Require Approval

You must not carry out, or permit anyone else to carry out, major renovations without the prior written approval of the Owners Corporation.

3.2 The Approval Process

3.2.1 To carry out major renovations you must submit a Renovations/Application Request Form to the Owners Corporation in order to seek its approval of the major renovations.

3.2.2 Once completed, send form to the strata managing agent of the Owners Corporation.

3.2.3 Your application must contain:

- (a) your Lot number and unit number if applicable,
- (b) your name, phone numbers and email address,
- (c) description of works,
- (d) copy of quotation which is to include;
 - (i) cost of works,
 - (ii) name, license number and mobile number of person carrying out works,
 - (iii) duration of works and time of day works will take place,
 - (iv) details of arrangements to manage any resulting rubbish or debris arising from the major renovations.
- (e) images, drawings, plans, specifications plus brochures and fabric or fabrications samples (if applicable) for the major renovations,

3.2.4 Your application must also contain a motion and by-law generally in the form set out in the annexure (with the blanks appropriately completed) and your written consent to that by-law if the major renovations will involve alterations or additions to a Common Area.

3.2.5 The Owners Corporation may request further information to supplement the information contained in your application, but it must not act unreasonably when doing so.

3.2.6 The Owners Corporation may engage a consultant to assist it review your application.

3.2.7 The Owners Corporation may:

- (a) approve your application either with or without conditions, or
- (b) withhold approval of your application (but it must not act unreasonably when doing so).

3.2.8 If your major renovations will involve alterations or additions to a Common Area, and the Owners Corporation approves your application, the Owners Corporation must do so by passing a special resolution at a general meeting to approve the motion and by-law submitted with your application (or a substantially similar motion and by-law).

3.2.9 You must comply with any conditions which the Owners Corporation issues as part of its approval and the conditions contained in this by-law.

4. Conditions for Major Renovations

4.1 Before the Major Renovations

4.1.1 Before commencing the major renovations, you must:

(a) Prior Notice

give the Owners Corporation at least 14 days' written notice. Your written notice must include the estimated start date of the major renovations and the estimated end date of the major renovations,

(b) Local Council Approval

if required by law, obtain a complying development certificate for or development consent of the local council to the major renovations and a construction certificate for the major renovations, and give copies of them to the Owners Corporation,

(c) Contractor's Licence and Insurance Details

give the Owners Corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the major renovations holds a current:

- (i) licence,
- (ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,
- (iii) workers compensation insurance policy, and
- (iv) home building compensation fund insurance policy under the *Home Building Act 1989* for the major renovations (if required by law),

(d) Engineer's Report

if requested by the Owners Corporation, give the Owners Corporation a report from a structural engineer addressed to the Owners Corporation certifying that the major renovations will not have a detrimental effect on the structural integrity of the building or any part of it,

(e) Acoustic Consultant's Report

if the major renovations will involve changes to the floor coverings in your Lot (apart from floor coverings in a laundry, lavatory or bathroom) by, for example, installing or replacing wood or other hard floors, if requested by the Owners Corporation, give the Owners Corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings,

(f) Dilapidation Report

if requested by the Owners Corporation, give the Owners Corporation a dilapidation report (which must include photographs) concerning the areas of the building the Owners Corporation requires to be included in that report,

(g) Bond

deposit with the Owners Corporation, a bond to the sum of \$5,000.00 or 10% of the major renovations price whichever is the greater, or such other amount determined from time to time by the Owners Corporation,

(h) Costs

pay the reasonable costs of the Owners Corporation incurred in connection with considering or approving your application for major renovations including any consultant's costs.

(i) Appearance

ensure that the major renovations are in keeping with the rest of the building.

4.1.2 If you have not complied with any of the conditions set out in clause 4.1.1 you must not begin the major renovations and if you have already begun the major renovations, you must immediately stop them.

4.2 During the Major Renovations

During the major renovations you must:

(a) Standard of Workmanship

ensure the major renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,

(b) Quality of Major Renovations

make certain the major renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

(c) Time for Completion of Major Renovations

make sure the major renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,

(d) Times for Major Renovations

ensure that the major renovations are only carried out between 7:30am – 4.30pm on Monday – Friday and 9.00am – 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,

(e) Times for Operation of Noisy Equipment

ensure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 8.00am – 4.00pm on Monday – Friday only and that at least 48 hours' notice is given to the Secretary of the Owners Corporation.

(f) Supervision of Major Renovations

ensure that the major renovations are adequately supervised and that the Common Areas are inspected by the supervisor on a daily basis to ensure that the conditions of this by-law are complied with,

(g) Noise During Major Renovations

ensure the major renovations and your contractors do not create any excessive noise in your Lot or in a Common Area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a Common Area,

(h) Transportation of Construction Equipment

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the Owners Corporation and in a manner that does not cause damage to the building,

(i) Debris

ensure that any debris and rubbish associated with or generated by the major renovations is removed from the building strictly in accordance with the reasonable directions of the Owners Corporation,

(j) Storage of Building Materials on Common Areas

make sure that no building materials are stored in a Common Area,

(k) Protection of Building

protect all areas of the building outside your Lot which are affected by the major renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the major renovations and ensure that all Common Areas, especially the walls, floors and lift leading to your Lot, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

(l) Building Integrity

keep all areas of the building affected by the major renovations structurally sound during the major renovations and make sure that any holes or penetrations made during the major renovations are adequately sealed and waterproofed and, if necessary, fireproofed,

(m) Daily Cleaning

clean any part of the Common Areas affected by the major renovations on a daily basis and keep all of those Common Areas clean, neat and tidy during the major renovations,

(n) Interruption to Services

minimise any disruption to utilities in the building and give the Secretary of the Owners Corporation at least 72 hours prior notice of any planned interruption to the utilities in the building such as water and electricity.

(o) Access

give the Owners Corporation's nominee (which may be its consultant) access to your Lot to inspect (and, if applicable, supervise) the major renovations on reasonable notice,

(p) Vehicles

ensure that all contractors' vehicles are parked in accordance with the instructions of the Secretary of the Owners Corporation,

(q) Security

ensure that the security of the building is not compromised and that no external doors of the building are left open and unattended,

(r) Variation to Major renovations

not vary the major renovations without obtaining the prior written approval of the Owners Corporation,

(s) Costs of Major renovations

pay all costs associated with the major renovations including any costs incurred by the Owners Corporation engaging a consultant to inspect or supervise the major renovations.

4.3 After the Major Renovations

After the major renovations have been completed, you must:

(a) Notify the Owners Corporation

promptly notify the Secretary of the Owners Corporation that the major renovations have been completed,

(b) Access

give the Owners Corporation's nominee (which may be its consultant) access to your Lot to inspect the major renovations on reasonable notice,

(c) Obtain Planning Certificates

if required by law, obtain all requisite certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979* approving the major renovations and the occupation of your Lot (such as a compliance certificate and an occupation certificate) and give copies of them to the Owners Corporation,

(d) Restore the Common Areas

restore all Common Areas damaged by the major renovations as nearly as possible to the state which they were in immediately prior to commencement of the major renovations,

(e) Engineer's Report

if required by the Owners Corporation, give the Owners Corporation a report from a duly qualified structural engineer addressed to the Owners Corporation certifying that the major renovations have been completed in a manner that will not detrimentally affect the structural integrity of the building or any part of it,

(f) Expert's Report

if required by the Owners Corporation, give the Owners Corporation a report from a duly qualified building consultant or expert addressed to the Owners Corporation certifying that the major renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,

(g) Acoustic Consultant's Report

if the major renovations involved changes to the floor coverings of your Lot (apart from floor coverings in a laundry, lavatory or bathroom), if required by the Owners Corporation, give the Owners Corporation a report from an acoustic consultant certifying the acoustic properties of any new floor coverings.

4.4 Enduring Obligations

You must:

(a) Maintenance of Major Renovations

properly maintain the major renovations to your Lot and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those major renovations,

(b) Repair Damage

Repair, in a competent and proper manner, any damage caused to another apartment or the Common Areas by the carrying out of the major renovations,

(c) Prevent Excessive Noise

ensure that any equipment forming part of the major renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a Common Area,

(d) Flooring

if the major renovations involved changes to the floor coverings of your Lot, ensure that the new floor coverings are covered or otherwise treated to an extent sufficient to prevent the transmission, from the floor coverings, of noise likely to disturb the peaceful enjoyment of the occupier of another apartment (apart from floor coverings in a laundry, lavatory or bathroom),

(e) Indemnity

indemnify and keep indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the major renovations or the altered state or use of any of the Common Areas arising from the major renovations or your breach of this by-law,

(f) Insurance

if required by the Owners Corporation, make, or permit the Owners Corporation to make on your behalf, any insurance claim concerning or arising from the major renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the major renovations or repair any damage to the building caused by the major renovations,

(g) Comply with the Law

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the major renovations and the requirements of the local council concerning the major renovations (for example, the conditions of the local council's approval of the major renovations, a notice or order issued by the local council or fire safety laws).

5. Bond

The Owners Corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the Owners Corporation incurred:

- (a) repairing any damage caused to a Common Area or any other apartment during or as a result of the major renovations, or
- (b) cleaning any part of the Common Areas as a result of the major renovations, and the Owners Corporation must refund the bond, or the remaining balance of it, when you notify the Owners Corporation that the major renovations have been completed and the Owners Corporation is reasonably satisfied that you have complied with the conditions of this by-law.

6. Breach of this By-Law

- 6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the Owners Corporation requiring rectification of that breach (or such other period as is specified in the notice), then the Owners Corporation may:
- (a) rectify the breach,
 - (b) enter on any part of the building including your Lot, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
 - (c) recover as a debt due from you the costs of the rectification and the expenses of the Owners Corporation incurred in recovering those costs including legal costs on an indemnity basis.
- 6.2 Nothing in this clause restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this by-law.

7. Common Property Rights By-Law

Nothing in this by-law detracts from or alters any obligation that arises under sections 108 or 143 of the Act for or in relation to your major renovations.

SPECIAL BY-LAW 13 MAJOR RENOVATIONS AND BUILDING WORKS (LOT 42)

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

2. Definitions

In this by-law:

"**Lot**" means Lot 42 in the Strata Scheme;

"**Owner**" means the owner for the time being of the Lot (being the current owner and all successors);

"**Plans**" means the plans/drawings prepared by the lot owner (being the current owner) attached to this by-law;

"Major Renovations" means the alterations and additions to the Lot and Common Property described and shown in the Plans being described in detail as follows:

Removal of existing external steel venetian blinds and casings, and replacement with new SOLTIS fabric motorised drop blinds. Initial plan is to do the main blind across the 4-metre lounge room sliding doors, and then. If all goes well, update the bedroom blinds (x2) to be the same. The Fabric is to be SOLTIS 92 (colour: Beaten Metal) to match existing drop.

"Major Renovations By-Law" means Special By-Law No. 12 – Major Renovations as amended from time to time;

"Strata Scheme" means the strata scheme 87345.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
- (b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the Common Property strictly in accordance with the Plans; and
- (c) the exclusive use and enjoyment of the Common Property to be occupied by the Major Renovations;

on the conditions of this by-law.

4. Conditions

- 4.1 The Major Renovations By-Law will apply to the Major Renovations.
- 4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.
- 4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the Common Property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that Common Property.
- 4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.
- 4.5 The Owner must pay the reasonable costs of the Owners Corporation incurred in connection with approving and registering this by-law.
- 4.6 For the avoidance of doubt, this by-law operates as the approval of the Owners Corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

SPECIAL BY-LAW 14 MAJOR RENOVATIONS AND BUILDING WORKS (LOT 34)

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

2. Definitions

In this by-law:

"**Lot**" means Lot 34 in the Strata Scheme;

"**Owner**" means the owner for the time being of the Lot (being the current owner and all successors);

"**Plans**" means the plans/drawings prepared by the lot owner (being the current owner) attached to this by-law;

"**Major Renovations**" means the alterations and additions to the Lot and Common Property described and shown in the Plans being described in detail as follows:

Removal of existing drop Hella exterior blind facing west attached to pergola on balcony and replace with 3 aluminum sliding louvre panel doors sunscreen approximately 3.8 metres wide in total, plus, a fixed panel louver sunscreen to the gap between dividing wall with U407 and the base of pergola on the southern side.

"**Major Renovations By-Law**" means Special By-Law No. 12 – Major Renovations as amended from time to time;

"**Strata Scheme**" means the strata scheme 87345.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
- (b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the Common Property strictly in accordance with the Plans; and
- (c) the exclusive use and enjoyment of the Common Property to be occupied by the Major Renovations;

on the conditions of this by-law.

4. Conditions

- 4.1 The Major Renovations By-Law will apply to the Major Renovations.
- 4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.
- 4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the Common Property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that Common Property.
- 4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.
- 4.5 The Owner must pay the reasonable costs of the Owners Corporation incurred in connection with approving and registering this by-law.
- 4.6 For the avoidance of doubt, this by-law operates as the approval of the Owners Corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

SPECIAL BY-LAW 15 MAJOR RENOVATIONS AND BUILDING WORKS (LOT 25)

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

2. Definitions

In this by-law:

"Lot" means Lot 25 in the Strata Scheme;

"Owner" means the owner for the time being of the Lot (being the current owner and all successors);

"Plans" means the plans/drawings prepared by the lot owner (being the current owner) attached to this by-law;

"Major Renovations" means the alterations and additions to the Lot and Common Property described and shown in the Plans being described in detail as follows:

Removal of existing bath and replacing with a sliding door shower stall. Existing bath spout to be capped but retain existing shower set. Shower waste to be connected to existing bath outlet. Wall and floor tiles to come from existing original stocks held at Cammeray Place. Builder to be employed performed same alterations in U504 in 2014.

"Major Renovations By-Law" means Special By-Law No. 12 – Major Renovations as amended from time to time;

"Strata Scheme" means the strata scheme 87345.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
- (b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the Common Property strictly in accordance with the Plans; and
- (c) the exclusive use and enjoyment of the Common Property to be occupied by the Major Renovations;

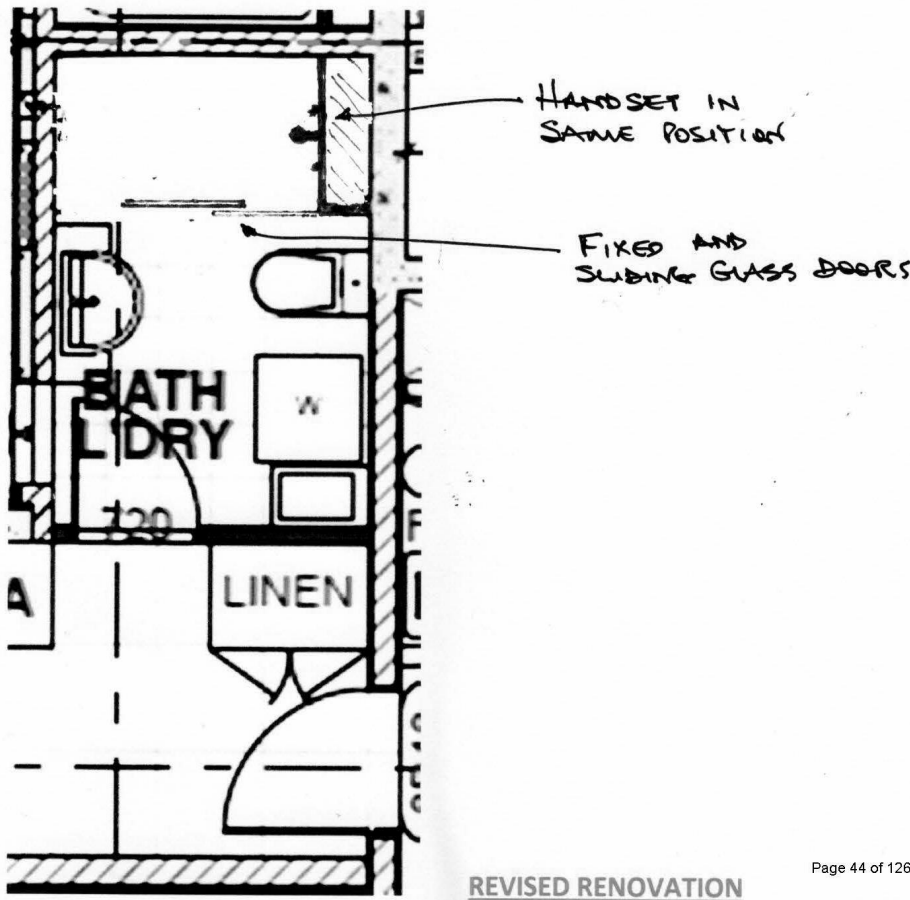
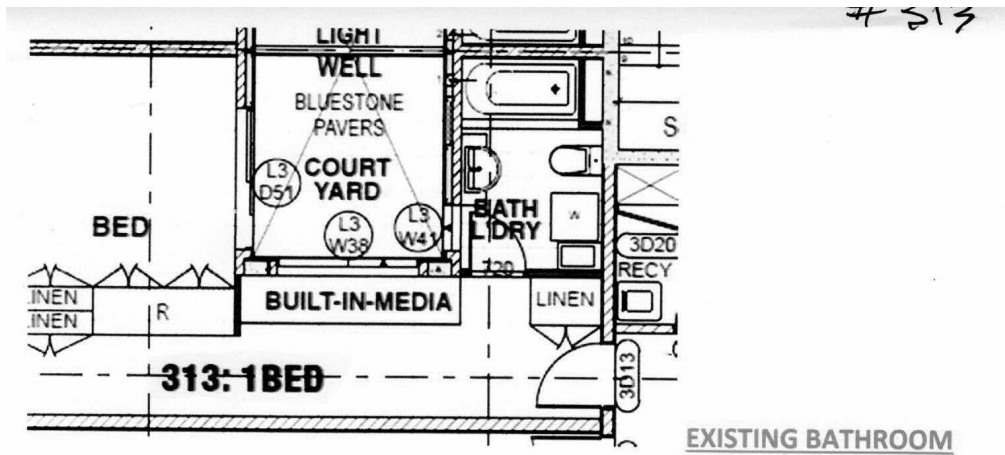
on the conditions of this by-law.

4. Conditions

- 4.1 The Major Renovations By-Law will apply to the Major Renovations.
- 4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.
- 4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the Common Property occupied by the Major Renovations and, where necessary, renew or replace any fixtures of fittings comprised in those Major Renovations and that Common Property.
- 4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.

- 4.5 The Owner must pay the reasonable costs of the Owners Corporation incurred in connection with approving and registering this by-law.
- 4.6 For the avoidance of doubt, this by-law operates as the approval of the Owners Corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

Special by-law 15 – Plans



SPECIAL BY-LAW 16 MAJOR RENOVATIONS AND BUILDING WORKS (LOT 9 AND 10)

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

2. Definitions

In this by-law:

"**Lot**" means Lots 9 and 10 in the Strata Scheme;

"**Owner**" means the owner for the time being of the Lot (being the current owner and all successors);

"**Plans**" means the plans/drawings prepared by the lot owner (being the current owner) attached to this by-law;

"**Major Renovations**" means the alterations and additions to the Lot and Common Property described and shown in the Plans being described in detail as follows:

Partial removal of existing concrete hobs and walls in previous kitchen / servery area. Relocating in-shop lighting and air-conditioning units. Relocating existing and installation of new power outlets to ceilings and walls. Re-polishing existing slab floor. Addition of new signage to glass windows and exterior under awning light boxes. Installation of concertina security grille to facilities easement and a security rail to Palmer Street edge of exterior cafe terrace.

"**Major Renovations By-Law**" means Special By-Law No. 12 – Major Renovations as amended from time to time;

"**Strata Scheme**" means the strata scheme 87345.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
- (b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the Common Property strictly in accordance with the Plans; and
- (c) the exclusive use and enjoyment of the Common Property to be occupied by the Major Renovations;

on the conditions of this by-law.

4. Conditions

- 4.1 The Major Renovations By-Law will apply to the Major Renovations.
- 4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.
- 4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the Common Property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that Common Property.

SPECIAL BY-LAW 17 MAJOR RENOVATIONS AND BUILDING WORKS (LOT 13)

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

2. Definitions

In this by-law:

"**Lot**" means Lot 13 in the Strata Scheme;

"**Owner**" means the owner for the time being of the Lot (being the current owner and all successors);

"**Plans**" means the plans/drawings prepared by the lot owner (being the current owner) attached to this by-law;

"**Major Renovations**" means the alterations and additions to the Lot and Common Property described and shown in the Plans being described in detail as follows:

Removal of existing bath and replacing with a sliding door shower stall. Existing bath spout to be capped but retain existing shower set. Shower waste to be connected to existing bath outlet. Wall and floor tiles to come from existing original stocks held at Cammeray Place. Builder to be employed performed same alterations in U504 in. 2014.

"**Major Renovations By-Law**" means Special By-Law No. 12 – Major Renovations as amended from time to time;

"**Strata Scheme**" means the strata scheme 87345.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
- (b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the Common Property strictly in accordance with the Plans; and
- (c) the exclusive use and enjoyment of the Common Property to be occupied by the Major Renovations;

on the conditions of this by-law.

4. Conditions

- 4.1 The Major Renovations By-Law will apply to the Major Renovations.
- 4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.
- 4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the Common Property occupied by the Major Renovations and, where necessary, renew or replace any fixtures of fittings comprised in those Major Renovations and that Common Property.
- 4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.

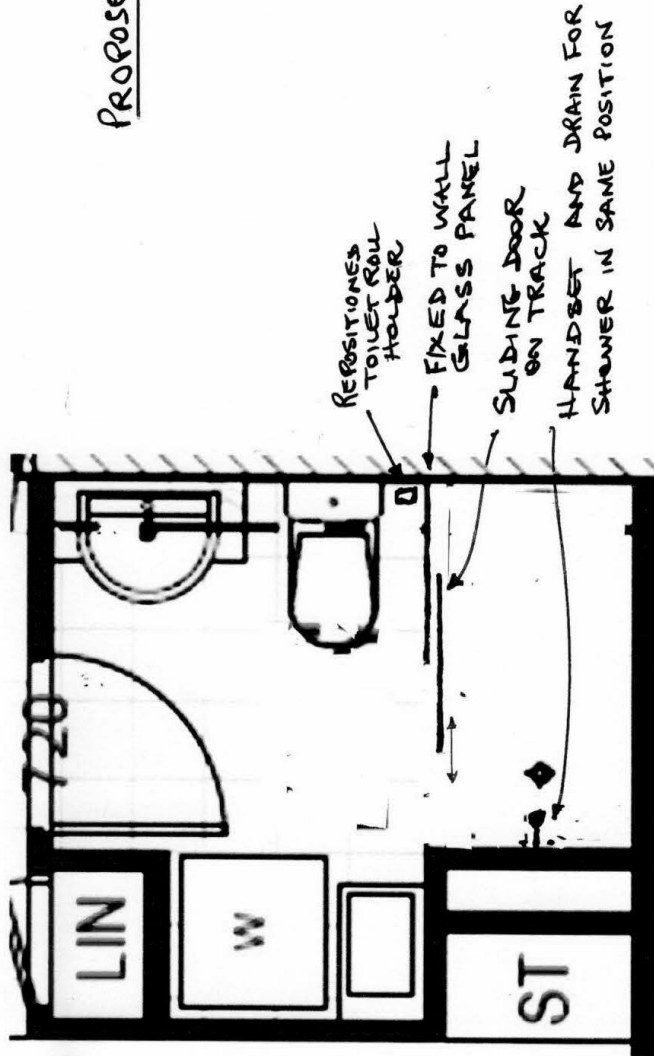
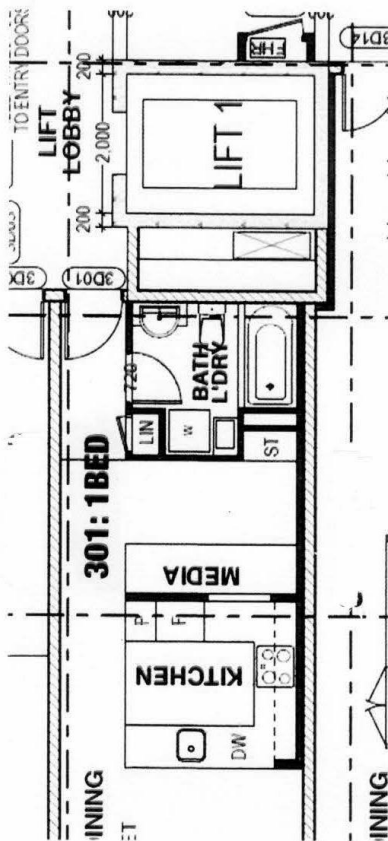
- 4.5 The Owner must pay the reasonable costs of the Owners Corporation incurred in connection with approving and registering this by-law.
- 4.6 For the avoidance of doubt, this by-law operates as the approval of the Owners Corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

Special by-law 17 – Plans

301

EXISTING BATHROOM:

PROPOSED RENOVATION:



SPECIAL BY-LAW 18 MAJOR RENOVATIONS AND BUILDING WORKS (LOT 42)

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

2. Definitions

In this by-law:

"**Lot**" means Lot 42 in the Strata Scheme;

"**Owner**" means the owner for the time being of the Lot (being the current owner and all successors);

"**Plans**" means the plans/drawings prepared by the lot owner (being the current owner) attached to this by-law;

"**Major Renovations**" means the alterations and additions to the Lot and Common Property described and shown in the Plans being described in detail as follows:

Installation of plantation shutters on the proposed plans.

"**Major Renovations By-Law**" means Special By-Law No. 12 – Major Renovations as amended from time to time;

"**Strata Scheme**" means the strata scheme 87345.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
- (b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the Common Property strictly in accordance with the Plans; and
- (c) the exclusive use and enjoyment of the Common Property to be occupied by the Major Renovations;

on the conditions of this by-law.

4. Conditions

4.1 The Major Renovations By-Law will apply to the Major Renovations.

4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.

4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the Common Property occupied by the Major Renovations and, where necessary, renew or replace any fixtures of fittings comprised in those Major Renovations and that Common Property.

4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.

4.5 The Owner must pay the reasonable costs of the Owners Corporation incurred in connection with approving and registering this by-law.

4.6 For the avoidance of doubt, this by-law operates as the approval of the Owners

Corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

SPECIAL BY-LAW 19 MAJOR RENOVATIONS AND BUILDING WORKS (LOT 33)

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

2. Definitions

In this by-law:

"Lot" means Lot 33 in the Strata Scheme;

"Owner" means the owner for the time being of the Lot (being the current owner and all successors);

"Plans" means the plans/drawings prepared by the lot owner (being the current owner) attached to this by-law;

"Major Renovations" means the alterations and additions to the Lot and Common Property described and shown in the Plans being described in detail as follows:

Addition of sliding door aluminum louvre sunscreens (as L6 BBQ area) to underside of pergola on west facing balcony from southern end approximately 7.8 metres wide, plus, another to the north end of same pergola approximate 1.7 metres wide of same design.

"Major Renovations By-Law" means Special By-Law No. 12 – Major Renovations as amended from time to time;

"Strata Scheme" means the strata scheme 87345.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
- (b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the Common Property strictly in accordance with the Plans; and
- (c) the exclusive use and enjoyment of the Common Property to be occupied by the Major Renovations;

on the conditions of this by-law.

4. Conditions

4.1 The Major Renovations By-Law will apply to the Major Renovations.

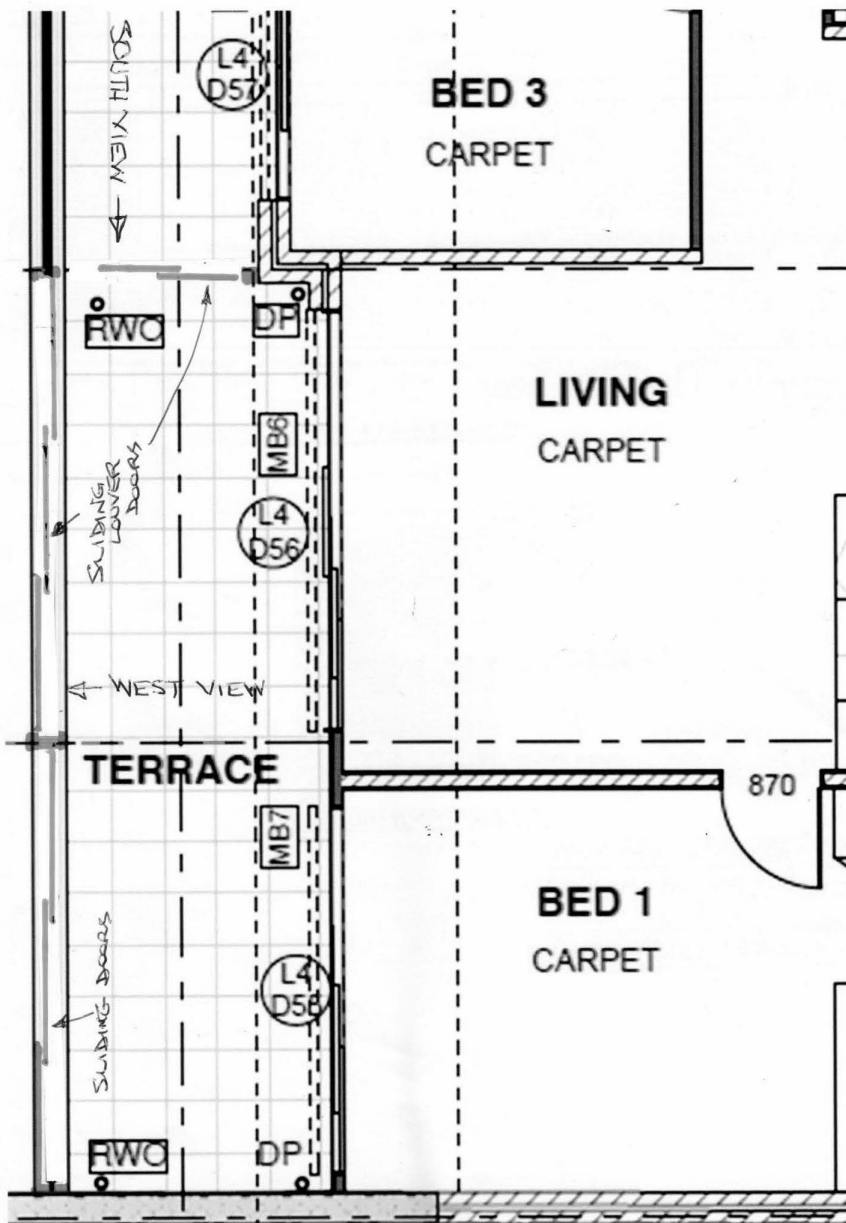
4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.

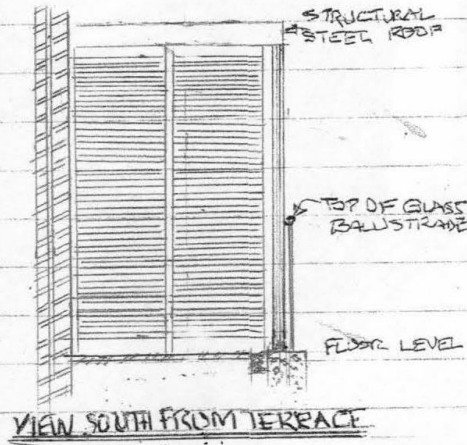
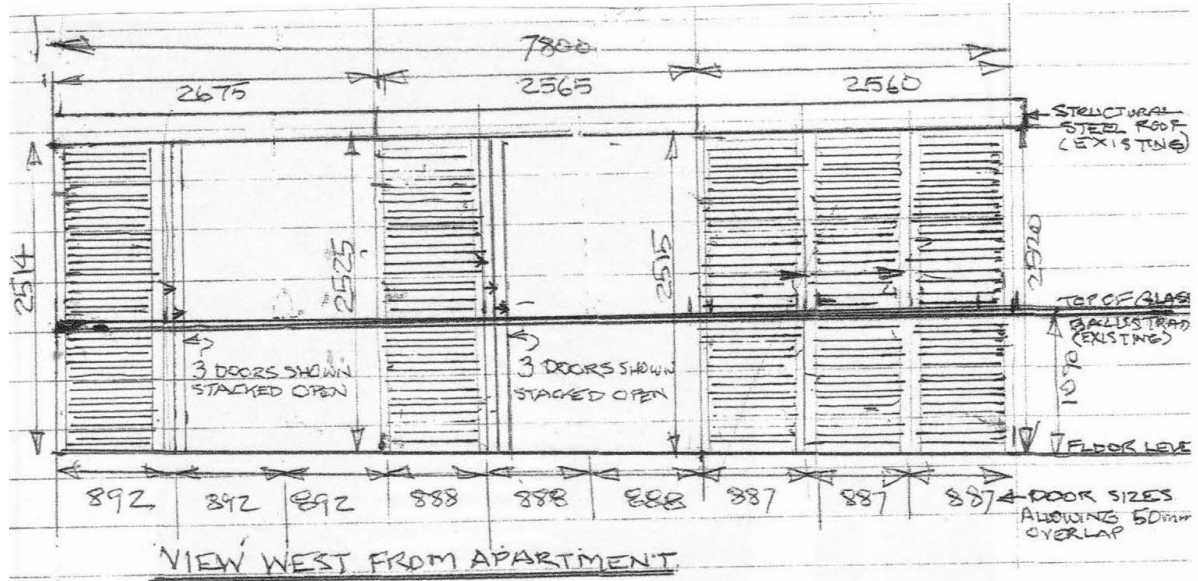
4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the Common Property occupied by the Major Renovations and, where necessary, renew or replace any fixtures of fittings comprised in those Major Renovations and that Common Property.

- 4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.
- 4.5 The Owner must pay the reasonable costs of the Owners Corporation incurred in connection with approving and registering this by-law.
- 4.6 For the avoidance of doubt, this by-law operates as the approval of the Owners Corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

Special by-law 19 – Plans

407 PROPOSED SUNSCREEN ADDITION





PROPOSED AL. PLANT SHUTTERS	
APT 407/55 PALMER ST. CAMMERLAY	
FOR: B+C MCGINLEY	
DATE 7/8/05	SCALE: Approx 1:50

SPECIAL BY-LAW 20 MAJOR RENOVATIONS AND BUILDING WORKS (LOT 11)

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

2. Definitions

In this by-law:

"Lot" means Lot 11 in the Strata Scheme;

"**Owner**" means the owner for the time being of the Lot (being the current owner and all successors);

"**Plans**" means the plans/drawings prepared by the lot owner (being the current owner) attached to this by-law;

"**Major Renovations**" means the alterations and additions to the Lot and Common Property described and shown in the Plans being described in detail as follows:

Installation of a static sales display suite for an apartment block to be built at 63 Carter Street comprising examples of fixtures and fittings in kitchen, bathroom, living and bedrooms unconnected to any utility. Walls of gyprock with tiling affixed plus timber and carpet floorings.

"**Major Renovations By-Law**" means Special By-Law No. 12 – Major Renovations as amended from time to time;

"**Strata Scheme**" means the strata scheme 87345.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
- (b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the Common Property strictly in accordance with the Plans; and
- (c) the exclusive use and enjoyment of the Common Property to be occupied by the Major Renovations;

on the conditions of this by-law.

4. Conditions

- 4.1 The Major Renovations By-Law will apply to the Major Renovations.
- 4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.
- 4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the Common Property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that Common Property.
- 4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.
- 4.5 The Owner must pay the reasonable costs of the Owners Corporation incurred in connection with approving and registering this by-law.
- 4.6 For the avoidance of doubt, this by-law operates as the approval of the Owners Corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

Special by-law 20 – Plans

