

**ANNEXURE "A" to CHANGE OF BY LAWS
CP/SP81141**

Amended by-laws:

- (a) Clause 24.4 is amended by deleting "Without limiting by-laws 28.1 to 28.10 in any way" from the beginning of this by-law and inserting in its place "Without limiting any other by law in any way".
- (b) Clause 28.1 is amended as follows:
 - (i) the definition of "Commercial Lot" is deleted;
 - (ii) the definition of "Commercial Lot Owner" is deleted;
 - (iii) a new definition of "Commercial Lots" is inserted as follows:
" "Commercial Lots" means lots 180, 181 and 182;"
 - (iv) a new definition of "Commercial Lot Owners " is inserted as follows:
" "Commercial Lot Owners" means the owners for the time being of the Commercial Lots;"
- (c) Clause 28.9 is amended by deleting all references to "the owners of lots 179 and 55" and replacing such references with "the owners of lots 182 and 55".

Repealed by-laws:

- (a) Clause 28.4 is repealed.
- (b) Clause 28.8 is repealed.
- (c) Clause 29 is repealed.

Added by-laws:

- (a) Special by-law 1 is inserted as follows:
 - "1. The owner for the time being of lot 180 shall have exclusive use and enjoyment of the area noted on the plan annexed hereto and marked "B" as "(S180)" PROVIDED THAT:
 - (a) the area referred to in this special by-law 1 shall only be used by the owner of lot 180 for the display of signage in connection with the business conducted by the owner or occupier of lot 180 and shall always be subject to the consent of the relevant council;
 - (b) this special by-law 1:
 - (i) may be amended or repealed, and
 - (ii) shall only be amended or repealed,with the written consent of the owner of lot 180."
- (b) Special by-law 2 is inserted as follows:
 - "2. The owner for the time being of lot 181 shall have exclusive use and enjoyment of the area noted on the plan annexed hereto and marked "B" as "(S181)" PROVIDED THAT:

- (a) the area referred to in this special by-law 2 shall only be used by the owner of lot 181 for the display of signage in connection with the business conducted by the owner or occupier of lot 181 and shall always be subject to the consent of the relevant council;
 - (b) this special by-law 2:
 - (i) may be amended or repealed, and
 - (ii) shall only be amended or repealed, with the written consent of the owner of lot 181."
- (c) Special by-law 3 is inserted as follows:
 - "3. The owner for the time being of lot 182 shall have exclusive use and enjoyment of the area noted on the plan annexed hereto and marked "B" as "(S182)" PROVIDED THAT:
 - (a) the area referred to in this special by-law 3 shall only be used by the owner of lot 182 for the display of signage in connection with the business conducted by the owner or occupier of lot 182 and shall always be subject to the consent of the relevant council;
 - (b) this special by-law 3:
 - (i) may be amended or repealed, and
 - (ii) shall only be amended or repealed, with the written consent of the owner of lot 182."
- (d) Special by-law 4 is inserted as follows:
 - "4. The owner for the time being of lot 55 shall have exclusive use and enjoyment of the area noted on the plan annexed hereto and marked "B" as "(S55)" PROVIDED THAT:
 - (a) the area referred to in this special by-law 4 shall only be used by the owner of lot 55 for the display of signage in connection with the business conducted by the owner or occupier of lot 55 and shall always be subject to the consent of the relevant council;
 - (b) this special by-law 4:
 - (i) may be amended or repealed, and
 - (ii) shall only be amended or repealed, with the written consent of the owner of lot 55."
- (e) Special by-law 5 is inserted as follows:
 - "5. The Commercial Lot Owners shall have exclusive use and enjoyment of the areas noted on the plan annexed hereto and marked "B" as "(C2)" on Basement Level 2 ("the Car Space") PROVIDED THAT:
 - (a) the Car Space shall only be used by the Commercial Lot Owners for the purposes of allowing service vehicles only to park during their servicing of the Commercial Lots (or any one of them) and for the loading and unloading of goods from motor vehicles;
 - (b) the responsibility for cleaning, maintaining and repairing the Car Space shall be borne by the Commercial Lot Owners in equal shares;

- (b) this special by-law 5:
 - (i) may be amended or repealed, and
 - (ii) shall only be amended or repealed,with the written consent of the Commercial Lot Owners."
- (f) Special by-law 6 is inserted as follows:

"6. The Commercial Lot Owners shall share exclusive use and enjoyment of the areas noted on the plan annexed hereto and marked "B" as "(CL)", "(CS1)", "(CS2)" and "(CS3)" PROVIDED THAT:

 - (a) the responsibility for cleaning, maintaining and repairing the area of exclusive use referred to this special by-law 6 shall be borne by the Commercial Lot Owners in equal shares;
 - (b) each Commercial Lot Owner shall each be entitled to erect signage in the lift marked "(CS1)" on the plan annexed hereto and marked "B" in accordance with clause 24.4 of the by-laws provided that the area of signage for each Commercial Lot Owner shall not exceed 400mm by 400mm;
 - (c) each Commercial Lot Owner shall be entitled to erect signage in that part of the entrance lobby marked "(CS2)" on the plan annexed hereto and marked "B" in accordance with clause 24.4 of the by-laws provided that the area of signage for each Commercial Lot Owner shall not exceed 1200mm by 500mm;
 - (d) each Commercial Lot Owner shall be entitled to erect signage above the door to the entrance lobby marked "(CS3)" on the plan annexed hereto and marked "B" in accordance with clause 24.4 of the by-laws provided that the area of signage for each Commercial Lot Owner shall not exceed 600mm by 600mm;
 - (e) this special by-law 6:
 - (i) may be amended or repealed, and
 - (ii) shall only be amended or repealed,with the written consent of the Commercial Lot Owners."
- (g) Special by-law 7 is inserted as follows:

"7. The owner for the time being of lot 181 shall have exclusive use and enjoyment of the area noted on the plan annexed hereto and marked "B" as "(R181)" PROVIDED THAT:

 - (a) the responsibility for cleaning, maintaining and repairing the area of exclusive use referred to this special by-law 7 shall be borne by the owner of lot 181;
 - (b) this special by-law 7:
 - (i) may be amended or repealed, and
 - (ii) shall only be amended or repealed,with the written consent of the owner of lot 181."
- (h) Special by-law 8 is inserted as follows:

"8. The Commercial Lot Owners shall have the right to install and maintain air conditioning units and pipes to service their respective lots PROVIDED THAT:

- (a) the air conditioning units shall be situated in the areas noted in the plan annexed and marked "B" as "(AC)" or in such positions as reasonably required by the owners corporation;
 - (b) the level of noise of the air conditioning units shall not cause a nuisance or unreasonable disturbance to other owners or occupiers of lots in the strata scheme;
 - (c) the cost of repairs, maintenance and running of the air conditioning units shall be borne by the owners of the Commercial Lots having the benefit of the respective air conditioning units; and
 - (d) the Commercial Lot Owners shall indemnify the owners corporation against any claim or loss the owners corporation incurs or suffers as a result of the existence of or operation of the air conditioning units or due to the failure of the Commercial Lot Owners to properly clean their respective air conditioning systems."
- (i) Special by-law 9 is inserted as follows:
- "9. The Commercial Lot Owners shall have exclusive use and enjoyment of the area noted on the plan annexed and marked "B" as "(C1)" PROVIDED THAT:
- (a) The area shall only be used for the storage and collection of garbage and for use as a grease trap;
 - (b) The responsibility for cleaning, maintaining and repairing the area of exclusive use referred to in this special by-law 9 (including the grease trap) shall be at the sole cost of the Commercial Lot Owners equally provided that if one or more of the Commercial Lot Owners (or persons claiming under them) are not presently utilising the grease trap, then that owner or owners shall not be responsible for the cost in cleaning the grease trap or repairing any damage caused by the owners or occupiers of the Commercial Lots utilising the grease trap; and
 - (c) This special by-law 9:
 - (i) may be amended or repealed, and
 - (ii) shall only be amended or repealed,with the written consent of the Commercial Lot Owners."