

**MIXED USE SCHEMES
BY-LAWS**

CLAUSE 1 NOISE

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

CLAUSE 2 VEHICLES

- 2.1 An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.
- 2.2 The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

CLAUSE 3 OBSTRUCTION OF COMMON PROPERTY

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

CLAUSE 4 DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY

4. 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.

CLAUSE 5 DAMAGE TO COMMON PROPERTY

- 5.1 An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the written approval of the owners corporation.
- 5.2 An approval given by the owners corporation under clause 5.1 cannot authorise any additions to the common property.
- 5.3 This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or

- (d) any sign to advertise the activities of the occupier of the lot if the owners corporation has specified locations for such signs and that sign is installed in the specified locations, or
 - (e) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- 5.4 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- 5.5 Despite section 62 of the Strata Schemes Management Act 1996 (NSW), the owner of a lot must:
- (a) maintain and keep in a state of good serviceable repair any installation or structure referred to in clause 5.3 that forms part of the common property and that services the lot, and
 - (b) repair and 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 clause 5.3 that forms part of the common property and that services the lot.

CLAUSE 6 BEHAVIOUR OF OWNERS AND OCCUPIERS

6. 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.

CLAUSE 7 CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING

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

CLAUSE 8 BEHAVIOUR OF INVITEES

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

CLAUSE 9 DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY

9. An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

CLAUSE 10 DRYING OF LAUNDRY ITEMS

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

CLAUSE 11 CLEANING WINDOWS AND DOORS

11. An owner or occupier of a lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property, unless:
- (a) the owners corporation resolves that it will keep the glass or specified part of the glass clean, or
 - (b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

CLAUSE 12 STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

- 12.1 An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- 12.2 This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

CLAUSE 13 MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY

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

CLAUSE 14 FLOOR COVERINGS

- 14.1 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.
- 14.2 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

CLAUSE 15 GARBAGE DISPOSAL

- 15.1 An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
- (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - (b) must ensure that before refuse, recyclable material or waste are placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
 - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
 - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- 15.2 Clause 15.1 does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.
- 15.3 An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- (a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or

waste, separated and prepared in accordance with the applicable recycling guidelines, and

- (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (c) This clause 15.3 does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

15.4 An owner or occupier of a lot must:

- (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material; and
- (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.

15.5 The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local councils' requirements.

CLAUSE 16 KEEPING OF ANIMALS

16.1 Subject to section 49(4) of the Strata Schemes Management Act 1996 (NSW), an owner or occupier of a residential lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.

16.2 The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a residential lot or the common property.

16.3 Subject to section 49(4) of the Strata Schemes Management Act 1996 (NSW), an owner or occupier of a lot not being a residential lot must not keep any animal (except fish kept in a secure aquarium on the lot) on the lot or common property.

CLAUSE 17 APPEARANCE OF LOT

17.1 The owner or occupier of a lot must not, except with the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

17.2 This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

CLAUSE 18 CHANGE IN USE OF LOT TO BE NOTIFIED

18. An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried

out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

CLAUSE 19 PRESERVATION OF FIRE SAFETY

19. The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

CLAUSE 20 PREVENTION OF HAZARDS

20. The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

CLAUSE 21 PROVISION OF AMENITIES OR SERVICES

- 21.1 The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- (a) security services,
- (b) promotional services,
- (c) advertising,
- (d) commercial cleaning,
- (e) domestic services,
- (f) garbage disposal and recycling services,
- (g) electricity, water or gas supply,
- (h) telecommunication services (for example, cable television).

- 21.2 If the owners corporation makes a resolution referred to in clause 21.1 to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

CLAUSE 22 CONTROLS ON HOURS OF OPERATION AND USE OF FACILITIES

- 22.1 The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:

- (a) that commercial or business activities may be conducted on a lot or common property in areas other than areas designated for exclusive use in accordance

with by-law 28, and only during certain times permitted by the Council of the City of Sydney or other lawful authority; and/or

- (b) that facilities situated on the common property may be used only during certain times or on certain conditions.

22.2 An owner or occupier of a lot must comply with a determination referred to in clause 22.1.

CLAUSE 23 COMPLIANCE WITH PLANNING AND OTHER REQUIREMENTS

23.1 The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

23.2 The owner or occupier of a residential lot or serviced apartment lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

CLAUSE 24 COMMERCIAL OR BUSINESS ACTIVITIES

24.1 An owner and occupier of a lot shall be entitled to use the lot for any commercial or business activity for which approval has been granted by the Council of the City of Sydney PROVIDED THAT:

- (a) such owner and occupier will at all times comply with these by-laws and in the event of inconsistency with the terms of any approval, these by-laws will prevail, and
- (b) level 3 within the strata scheme may not include a bar, tavern, nightclub or other licenced establishment under the relevant liquor licensing laws howsoever described, but may include a licensed restaurant or similar business which does not have public entertainment.

24.2 In addition to the requirements of clause 24.1(a), an owner or occupier of a lot used for commercial or business activities must ensure that:

- (a) those premises are not used for any purpose which causes or may cause a nuisance, damage, annoyance or inconvenience to an owner or occupier of another lot whether through noise, vibration, impact, dust, smell, smoke, escape of any substance, disposal of garbage (including bottles) or through any other means;
- (b) sound levels from their lot(s) should at all times be controlled so that any noise, sound levels and reverberation times does not at any time exceed the recommended design sound level specified in the Australian Standard AS 2170:2000 Acoustic-Recommended design and sound levels and reverberation times for building interiors; and
- (c) music is restricted to background music with no other types of music or noise permitted.

24.3 The owners corporation may grant rights of exclusive use to an area of common property to an owner or occupier of a lot used for a commercial or business activity

including, but not limited to, toilet and washroom facilities, garbage rooms, storage rooms and loading bays.

- 24.4 Without limiting by-laws 28.1 to 28.10 in any way, the owner or occupier of a lot used for a commercial or business activity shall be entitled to erect signage in respect of such lot. The signage shall be in such location and be of such size, construction and design as shall be approved by the owners corporation, which approval shall not be unreasonably withheld.

CLAUSE 25 STRATA MANAGER

25. The owners corporation may appoint and retain a strata manager under the Strata Schemes Management Act 1996 (NSW).

CLAUSE 26 SERVICED APARTMENTS MANAGER

- 26.1 The owners corporation, in addition to the powers and authorities conferred on it by or under the Strata Schemes Management Act 1996 (NSW) and these by-laws, has the power and authority to appoint and enter into an agreement with a serviced apartments manager ("the Serviced Apartments Manager") to provide for the management, control and administration of the Serviced Apartments in the building the subject of the strata scheme (the "Serviced Apartments Agreement").
- 26.2 The Serviced Apartments Agreement shall require the Serviced Apartments Manager to provide a letting service to owners or occupiers of Serviced Apartment lots who wish to engage the Serviced Apartments Manager to let their Serviced Apartment lot(s) for short-term accommodation at a fee to be negotiated with such owners or occupiers or in accordance with any lease, licence, or similar arrangement which the Serviced Apartments Manager may enter into with the respective owners of the Serviced Apartment lots.
- 26.3 The owners corporation shall be restricted from permitting anyone other than the Serviced Apartments Manager appointed by the Serviced Apartments Agreement from operating within the strata scheme a letting service of the same or similar type to that referred to in by-law 26.2 hereof, where the Serviced Apartment Manager remains willing to provide such service to owners of the Serviced Apartment lots upon terms acceptable to at least 50% of the owners of Serviced Apartment lots within the strata scheme on a unit entitlement basis PROVIDED that nothing in this by-law 26.3 shall prevent the owner of a Serviced Apartment Lot (as defined in by-law 28) from entering into an agreement in respect of their Serviced Apartment Lot with some other serviced apartment manager who does not operate from within the strata scheme.
- 26.4 The Serviced Apartments Manager may, or may not, be also the strata manager and/or Building Manager but subject to it executing a Serviced Apartments Agreement the initial Serviced Apartments Manager must be Cunningham Street Quest Pty Limited which shall be entitled to remain the Serviced Apartment Manager while ever it owns leases or occupies more than 50% of the Serviced Apartments within the strata scheme.
- 26.5 The Serviced Apartments Agreement shall contain such other terms and conditions as may be agreed between the Serviced Apartments Manager and the owners corporation.

- 26.6 The owners corporation may grant the Serviced Apartments Manager exclusive use and rights to lease or licence an area of common property as designated by the owners corporation as may be reasonably required for the purpose of carrying out the functions of the Serviced Apartments Manager.
- 26.7 The owners and occupiers of lots must not interfere with or obstruct the Serviced Apartments Manager from carrying out its functions and/or using such part of the common property designated by the owners corporation for exclusive use by the Serviced Apartments Manager pursuant to clause 26.6.
- 26.8 The owners corporation may grant an owner or occupier of a lot using its lot as a Serviced Apartment exclusive use and rights to an area of common property as designated by the owners corporation as may be reasonably required for the carrying on of the Serviced Apartments including, but not limited to, any lift, laundry chute, garbage area or storage area.
- 26.9 If the owners corporation enters a Serviced Apartments Agreement with a Serviced Apartments Manager, the owner or occupier of a lot shall not use the lot as a Serviced Apartment except through the services of the Serviced Apartments Manager.
- 26.10 This clause 26:
- (a) may be amended or repealed; and
 - (b) shall only be amended or repealed,
- with the written consent of not less than 50% of the Serviced Apartment lot owners on a unit entitlement basis.
- 26.11 For the purposes of this by-law a "Serviced Apartment" means a self-contained dwelling which is cleaned or serviced by the owner or occupier or the Serviced Apartments Manager on behalf of the owner or occupier, or their agent or employees, and which provides short-term accommodation for persons who have their principal place of residence elsewhere, but does not include a backpackers hostel, boarding house, bed and breakfast or private hotel.

CLAUSE 27 BUILDING MANAGER

- 27.1 The owners corporation, in addition to the powers and authorities conferred on it by or under the Strata Schemes Management Act 1996 (NSW) and these by-laws, has the power and authority to appoint and enter into an agreement with a building manager ("the Building Manager") to provide for the management, control and administration of the strata scheme (the "Building Management Agreement").
- 27.2 The Building Management Agreement may provide for:
- (a) subject to section 113 of the Strata Schemes Management Act 1996 (NSW), a term of up to five (5) years and option thereafter of up to five (5) years and also,
 - (i) contain rights for early determination by either party to the Building Management Agreement; and

- (ii) the Building Manager's right to assign the Building Management Agreement.
 - (b) the Building Manager's remuneration for providing services to the owners corporation and the review of such remuneration;
 - (c) the Building Manager's duties which may include caretaking, security, supervision and service of the common property and any personal property vested in the owners corporation, cleaning (including removal of garbage), and for the general repair, maintenance, renewal or replacement of property vested in the owners corporation, and anything else which the owners corporation agrees is necessary or desirable having regard to the operational and management requirements of the owners corporation.
- 27.3 The owners corporation may restrict the permitting of anyone other than the Building Manager appointed by the Building Management Agreement from operating from any location within the strata scheme the management services of the same or similar type to that referred to in clause 27.2.
- 27.4 The Building Manager appointed by the Building Management Agreement may, or may not, be also the strata manager and/or the Serviced Apartments Manager.
- 27.5 The owners corporation may grant the Building Manager exclusive use and rights to areas of the common property as designated by the owners corporation as may be reasonably required for the conduct of the Building Manager's services.

CLAUSE 28 EXCLUSIVE USE

28.1 Definitions:

In this by-law 28 the terms are defined to mean:

- "Commercial Lot" means lot 179;
- "Commercial Lot Owner" means the owner for the time being of the Commercial Lot;
- "Residential Lots" means lots 73 to 178 (all inclusive) in the strata scheme;
- "Residential Lot Owners" means the owners for the time being of the Residential Lots.
- "Serviced Apartments Operator" means the entity appointed by the majority of the Serviced Apartment Lot Owners for the purpose of carrying on the business of a serviced apartments operator in the building the subject of the strata scheme;
- "Serviced Apartments Lots" means lots 1 to 72 (inclusive) in the strata scheme;
- "Serviced Apartment Lot Owners" means the owners for the time being of the Serviced Apartment Lots.

28.2 The Serviced Apartment Lot Owners shall have the exclusive use and enjoyment of the areas noted on the strata plan as "(SA1)" PROVIDED THAT:

- (a) The Serviced Apartment Lot Owners shall permit the areas referred to in this clause 28.2 to be used only by the Serviced Apartments Operator and shall only be used for lobby reception purposes.
- (b) The responsibility for cleaning, maintaining and repairing the areas of exclusive use referred to in this clause 28.2 shall be at the sole cost of the Serviced Apartment Lot Owners and shall be shared by such owners in the proportion that their respective unit entitlement bears to the total of the unit entitlements of the Serviced Apartment Lots.
- (c) The exclusive use by-law contained in this clause 28.2:
 - (i) may be amended or repealed; and
 - (ii) shall only be amended or repealed,with the written consent of not less than 50% of the Serviced Apartment Lot Owners on a unit entitlement basis.

28.3 The Serviced Apartment Lot Owners shall have exclusive use and enjoyment of the areas noted on the strata plan as "(SA3)" PROVIDED THAT:

- (a) The areas referred to in this clause 28.3 shall only be used by the Serviced Apartments Lot Owners and the Serviced Apartments Operator for reception/office area, baggage store, lunch room and staff toilet.
- (b) The responsibility for cleaning, maintaining and repairing the areas of exclusive use referred to in this clause 28.3 shall be at the sole cost of the Serviced Apartment Lot Owners and shall be shared by such owners in the proportion that their respective unit entitlement bears to the total of the unit entitlements of the Serviced Apartment Lots.
- (c) The exclusive use by-law contained in this clause 28.3:
 - (i) may be amended or repealed; and
 - (ii) shall only be amended or repealed,with the written consent of not less than 50% of the Serviced Apartment Lot Owners on a unit entitlement basis.

28.4 The Commercial Lot Owner shall have exclusive use and enjoyment of the area noted on the strata plan 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 clause 28.4 (excluding the grease trap) shall be at the sole cost of the Commercial Lot Owner;

- (c) The exclusive use by-law contained in this clause 28.4:
 - (i) may be amended or repealed; and
 - (ii) shall only be amended or repealed,with the consent of the Commercial Lot Owner.

28.5 The Serviced Apartment Lot Owners and Residential Lot Owners shall have the exclusive use and enjoyment of the areas noted on the strata plan as "(SA & R)" PROVIDED THAT:

- (a) The areas referred to in this clause 28.5 shall only be used by the Serviced Apartments Lot Owners and Residential Lot Owners or their respective permitted licencees tenants and/or anyone authorised by their permitted licencees and tenants for use as a lap pool and gymnasium.
- (b) The responsibility for cleaning, maintaining and repairing the areas of exclusive use referred to in this clause 28.5 and the operation of those areas (including the plant, equipment and other items associated with the lap pool and gymnasium and their use) shall be at the sole cost of the Serviced Apartment Lot Owners and the Residential Lot Owners and shall be shared by such owners in the proportion that their respective unit entitlement bears to the total of the unit entitlements of the Serviced Apartment Lots and Residential Lots, as shall any structural or capital costs of repairing or replacing any part thereof.
- (c) The exclusive use by-law contained in this clause 28.5:
 - (i) may be amended or repealed, and
 - (ii) shall only be amended or repealed,with the unanimous consent of the Serviced Apartment Lot Owners and the Residential Lot Owners.

28.6 The Serviced Apartment Lot Owners shall have exclusive use and enjoyment of the areas noted on the strata plan as "(SA2)" PROVIDED THAT:

- (a) The area referred to in this clause 28.6 shall only be used by the Serviced Apartment Lot Owners and the Serviced Apartment Operator for a linen store.
- (b) The responsibility for cleaning, maintaining and repairing the area of exclusive use referred to in this clause 28.6 shall be at the sole cost of the Serviced Apartment Lot Owners and shall rest with such owners in the proportion that their respective unit entitlement bears to the total unit entitlements of the Serviced Apartment Lots.
- (c) The exclusive use by-law contained in this clause 28.6:
 - (i) may be amended or repealed, and
 - (ii) shall only be amended or repealed,

with the written consent of not less than 50% of the Serviced Apartment Lot Owners on a unit entitlement basis.

28.7 The Serviced Apartment Lot Owners shall have exclusive use and enjoyment of the area noted on the strata plan as "(SA4)" PROVIDED THAT:

(a) The area referred to in this clause 28.7 shall only be used by the Serviced Apartment Lot Owners for the display of signage in connection with the Serviced Apartments business conducted and shall always be subject to the consent of the relevant council.

(b) The exclusive use by-law contained in this clause 28.7:

(i) may be amended or repealed, and

(ii) shall only be amended or repealed,

with the written consent of the owners of not less than 50% of the Serviced Apartment Lot Owners on a unit entitlement basis.

28.8 The owner for the time being lot 179 shall have exclusive use and enjoyment of the area noted on the strata plan as "(S179)" PROVIDED THAT:

(a) The area referred to in this clause 28.8 shall only be used by the owner of lot 179 for the display of signage in connection with the business conducted by the owner or occupier of lot 179 and shall always be subject to the consent of the relevant council.

(b) The exclusive use by-law contained in this clause 28.8:

(i) may be amended or repealed, and

(ii) shall only be amended or repealed,

with the written consent of the owner(s) of lot 179.

28.9 The Residential Lot Owners and the owners of lots 179 and 55 shall have the exclusive use and enjoyment of the area noted on the strata plan as "(R1)" PROVIDED THAT:

(a) The area referred to in this clause 28.9 shall only be used by the Residential Lot Owners and the owners of lots 179 and 55 and all persons claiming under the Residential Lot Owners and the owners of lots 179 and 55.

(b) The responsibility for cleaning, maintaining and repairing the area of exclusive use referred to in this clause 28.9 shall be at the sole cost of the Residential Lot Owners and the owners of lots 179 and 55 and shall be shared by such owners in the proportion that their respective unit entitlement bears to the total of the unit entitlements of the Residential Lots and lots 179 and 55.

(c) The exclusive use by-law contained in this clause 28.9:

(i) may be amended or repealed, and

(ii) shall only be amended or repealed,

with the written consent of:

(iii) not less than 50% of the Residential Lot Owners on a unit entitlement basis; and

(iv) the owners of lots 179 and 55.

28.10 The Serviced Apartment Lot Owners and Residential Lot Owners shall have the exclusive use and enjoyment of the areas noted on the strata plan as "(SAR2)" PROVIDED THAT:

(a) The areas referred to in this clause 28.10 shall only be used by the Serviced Apartment Lot Owners and the Residential Lot Owners for use as a garbage and compactus area.

(b) The responsibility for cleaning, maintaining and repairing the areas of exclusive use referred to in this clause 28.10 and the operation of those areas (including the plant, equipment and other items associated with the garbage and compactus area and its use) shall be at the sole cost of the Serviced Apartment Lot Owners and the Residential Lot Owners and shall be shared by such owners in the proportion that their respective unit entitlement bears to the total of the unit entitlements of the Serviced Apartment Lots and Residential Lots, as shall any structural or capital costs of repairing or replacing any part thereof.

(c) The exclusive use by-law contained in this clause 28.10:

(i) may be amended or repealed, and

(ii) shall only be amended or repealed,

with the unanimous consent of the Serviced Apartment Lot Owners and the Residential Lot Owners.

28.11 The owner of lot 82 shall have exclusive use and enjoyment of the area noted on the strata plan as "(R82)" on Level 13 PROVIDED THAT:

(a) The area referred to in this clause 28.11 shall only be used by the owner or occupier of lot 82.

(b) The responsibility for cleaning maintaining and repairing the area of exclusive use referred to in this clause 28.11 shall be at the sole cost of the owner of lot 82.

(c) The exclusive use by-law contained in this clause 28.11:

(i) may be amended or repealed; and

(ii) shall only be amended or repealed,

with the written consent of the owner of lot 82.

28.12 The owner of lot 154 shall have exclusive use and enjoyment of the areas noted on the strata plan as "(R154)" on Level 31 PROVIDED THAT:

- (a) The area referred to in this clause 28.12 shall only be used by the owner or occupier of lot 154.
- (b) The responsibility for cleaning maintaining and repairing the area of exclusive use referred to in this clause 28.12 shall be at the sole cost of the owner of lot 154.
- (c) The exclusive use by-law contained in this clause 28.12:
 - (i) may be amended or repealed; and
 - (ii) shall only be amended or repealed,with the written consent of the owner of lot 154.

28.13 The owner of lot 55 (hereinafter referred to in this clause 28.13 as "the Owner") shall have exclusive use and enjoyment of the area noted on the strata plan as "(R55)" on the Ground floor and on Level 3 PROVIDED THAT:

- (a) The area referred to in this clause 28.13 shall be used by the Owner and all persons claiming under the Owner and their respective licencees and invitees for the purposes of any business lawfully permitted by the local council.
- (b) All necessary permits, licencees or consents required by a local council or other statutory or lawful authority for the conduct of such business must be obtained by the Owner.
- (c) The Owner shall be responsible for any increase in insurance premium payable by the owners corporation due to the use of the area referred to in this clause 28.13 by the Owner and all persons claiming under the Owner and their respective licencees and invitees.
- (d) The responsibility for cleaning maintaining and repairing the area of exclusive use referred to in this clause 28.13 shall be at the sole cost of the Owner.
- (e) The exclusive use by-law contained in this clause 28.13:
 - (i) may be amended or repealed; and
 - (ii) shall only be amended or repealed,with the written consent of the Owner.

28.14 The owner of lot 83 shall have exclusive use and enjoyment of the area noted on the strata plan as "(R83)" on Level 14 PROVIDED THAT:

- (a) The area referred to in this clause 28.14 shall only be used by the owner or occupier of lot 83.

- (b) The responsibility for cleaning maintaining and repairing the area of exclusive use referred to in this clause 28.14 shall be at the sole cost of the owner of lot 83.
- (c) The exclusive use by-law contained in this clause 28.14:
 - (i) may be amended or repealed; and
 - (ii) shall only be amended or repealed,with the written consent of the owner of lot 83.

28.15 The owner of lot 84 shall have exclusive use and enjoyment of the area noted on the strata plan as "(R84)" on Level 15 PROVIDED THAT:

- (a) The area referred to in this clause 28.15 shall only be used by the owner or occupier of lot 84.
- (b) The responsibility for cleaning maintaining and repairing the area of exclusive use referred to in this clause 28.15 shall be at the sole cost of the owner of lot 84.
- (c) The exclusive use by-law contained in this clause 28.15:
 - (i) may be amended or repealed; and
 - (ii) shall only be amended or repealed,with the written consent of the owner of lot 84.

28.16 The Serviced Apartment Lot Owners, Residential Lot Owners and the owner of lot 55 shall have the exclusive use and enjoyment of the area noted on the strata plan as "(SA & R1)" on Level 3 PROVIDED THAT:

- (a) The areas referred to in this clause 28.16 shall only be used by the Serviced Apartment Lot Owners, the Residential Lot Owners and the owner of lot 55 or their respective permitted licensees, tenants and/or anyone authorised by their permitted licensees or tenants.
- (b) The responsibility for cleaning maintaining and repairing the area of exclusive use referred to in this clause 28.16 shall be at the sole cost of the Serviced Apartment Lot Owners, the Residential Lot Owners and the owner of lot 55 and shall be shared by such owners in the proportion that their respective unit entitlement bears to the total of the unit entitlements of the Serviced Apartment Lots, the Residential Lots and lot 55, as shall any structural or capital costs of repairing or replacing any part thereof.
- (c) The exclusive use by-law contained in this clause 28.16:
 - (i) may be amended or repealed; and
 - (ii) shall only be amended or repealed,with the unanimous written consent of the Serviced Apartment Lot Owners, the Residential Lot Owners and the owner of lot 55.

28.17 The owner of lot 177 shall have exclusive use and enjoyment of the areas noted on the strata plan as "(R177)" on Level 39 PROVIDED THAT:

- (a) The area referred to in this clause 28.17 shall only be used by the owner or occupier of lot 177.
- (b) Such exclusive use and enjoyment must not obstruct access to any lift and/or services.
- (c) The responsibility for cleaning maintaining and repairing the area of exclusive use referred to in this clause 28.17 shall be at the sole cost of the owner of lot 177.
- (d) The exclusive use by-law contained in this clause 28.17:
 - (i) may be amended or repealed; and
 - (ii) shall only be amended or repealed,with the written consent of the owner of lot 177.

28.18 The owner of lot 178 shall have exclusive use and enjoyment of the areas noted on the strata plan as "(R178)" on Level 40 PROVIDED THAT:

- (a) The area referred to in this clause 28.18 shall only be used by the owner or occupier of lot 178.
- (b) Such exclusive use and enjoyment must not obstruct access to any lift and/or services.
- (c) The responsibility for cleaning maintaining and repairing the area of exclusive use referred to in this clause 28.18 shall be at the sole cost of the owner of lot 178.
- (d) The exclusive use by-law contained in this clause 28.18:
 - (i) may be amended or repealed; and
 - (ii) shall only be amended or repealed,with the written consent of the owner of lot 178.

CLAUSE 29 AIR CONDITIONING

29.1 The owner for the time being of lot 179 shall have the right to install and maintain air conditioning units and pipes to service its lot PROVIDED THAT:

- (a) The air conditioning units shall be situated in the areas noted in the strata plan as "(A179)" or in such positions as reasonably required by the owners corporation.
- (b) The noise level 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 owner of the lot having the benefit of the air conditioning unit.

29.2 The owner of lot 179 shall indemnify the owners corporation against any claim or loss the owners corporation incurs or suffers as a result of the existence of, operation of or failure to properly clean, maintain and repair its air conditioning system.

CLAUSE 30 POOL AND GYMNASIUM

30.1 The following terms and conditions apply to the use of the pool and gymnasium:

- (a) the swimming pool may only be used between the hours of 6.00 am and 8.00 pm;
- (b) children under the age of 14 years may use the swimming pool only if accompanied and supervised by an adult;
- (c) glass objects, drinking glasses and sharp objects are not permitted in the swimming pool;
- (d) running, ball playing, noisy or hazardous activities are not permitted in the swimming pool; and
- (e) swimming pool equipment must not, except with the approval of the owners corporation, be interfered with, operated or adjusted.

30.2 The owners corporation may make further or other rules in relation to the use of the pool and gymnasium from time to time (whether inconsistent with this by-law or not).

CLAUSE 31 SUBDIVISION OF LOT 179

31. The owner for the time being of lot 179 in the strata scheme shall be entitled, at its own cost in all things, to subdivide the said lot 179 into 2 or more separate lots and the owners corporation will at the expense of the owner of lot 179 do and execute such documents certificates and things as may be reasonably required by the owner of lot 179 in that regard.

EXECUTED by **SELWAN PROPERTY**)
HOLDINGS PTY LIMITED in accordance)
with section 127 of the Corporations Act:)

.....
Director

.....
Director / Secretary

.....
Name (please print)

.....
Name (please print)