

## **STRATA PLAN 75963**

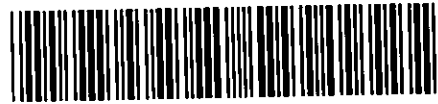
Attention is directed to the strata scheme by-laws filed with the strata plan.

### **Registered dealings**

<b>DEALING NO.</b>	<b>DATE OF MEETING</b>	<b>BY LAW NO.</b>	<b>DESCRIPTION</b>
AC113089	10 Feb 2006	Add 37	Permitted alterations to intertenancy walls
AD208278	21 Jul 2006	Repeal 10 Add 10 Special 1	Animals Grant of Right
AE36621	3 Apr 2008	Special 2	Works lots 2 & 3

Form: 15CB  
Release: 2.0  
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**CHANGE OF BY-L**  
New South Wales  
Real Property Act 1900



**AC113089X**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

For the common property CP/75963
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(B) **LODGED BY**

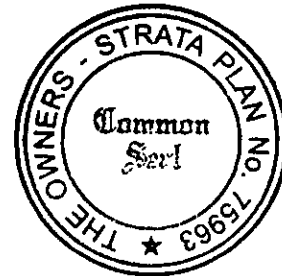
Document Collection Box	Name, Address or DX and Telephone Home Wilkinson Lowry, Lawyers DX 367, Sydney	CODE <b>CB</b>
Reference: LRP:RSG:57514		

(C) The Owners-Strata Plan No. 75963 certify that pursuant to a resolution passed on 10 February 2006 and in accordance with the provisions of No. 52 of the Strata Schemes Management Act 1996

(D) the by-laws are changed as follows—

(E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. 37  
Amended by-law No. NOT APPLICABLE  
as fully set out below:

in the attached Annexure "A".



(F) The common seal of the Owners-Strata Plan No. 75963 was affixed on 14 February 2006 in the presence of—

Signature(s): [Signature]  
Name(s): Karen Collings

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

**(G) COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996**

I certify that \_\_\_\_\_ has approved the change of by-laws set out herein.

Signature of authorised officer: \_\_\_\_\_

Name of authorised officer: \_\_\_\_\_ Position of authorised officer: \_\_\_\_\_

[Signature]

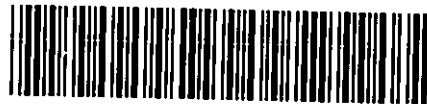
## **ANNEXURE "A" TO CHANGE OF BY-LAW FORM 15CB**

### **SPECIAL BY-LAW 37 - PERMITTED ALTERATIONS TO INTERTENANCY WALLS**

- 37.1 The owners for the time being of lots separated by an intertenancy wall which is non load-bearing ("the Wall"), may at their cost, make an opening in the Wall provided that the owners:
- (a) must submit plans for the opening in the Wall and provide details of the contractors for the proposed work to the Owner's Corporation for written approval prior to making the opening in the Wall, such approval not to be unreasonably withheld;
  - (b) must obtain any necessary consents and approvals from any necessary authorities including the City of Sydney Council;
  - (c) will indemnify and at all times hold indemnified the Owner's Corporation from and against all claims, demands, actions, suits, judgements, orders, decrees, damages, costs, losses and expenses of every description which the Owner's Corporation may suffer or incur in connection with or arising from making the opening in the Wall or making good and filling in the opening in the Wall or presence of the owners' servants agents or contractors on the owners' lots or Common Property but limited to the extent to which the owners their servants agents or contractors are liable at law as it applies from time to time;
  - (d) will, once the consent in By-Law 37.1 (a) and (b) has been given, notify the Owner's Corporation within 2 days of making the opening in the Wall; and
  - (e) will at the request of the Owner's Corporation fill in the opening and reinstate the Wall, at the owner's cost, to its original condition upon transferring their interest in either lot
- 37.2 The owners that have made an opening in the Wall in accordance with 37.1 of this By-Law, have conferred on them exclusive use and enjoyment of the airspace created by the opening in the Wall.
- 37.3 (a) "intertenancy wall" means the Common Property wall dividing one lot from another; and
- (b) "Opening" means the partial or total removal (demolition) of the intertenancy wall.

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New South Wales  
Real Property Act 1900



**AD208278R**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises ( ) by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE** For the common property  
CP/SP75963

(B) **LODGED BY**

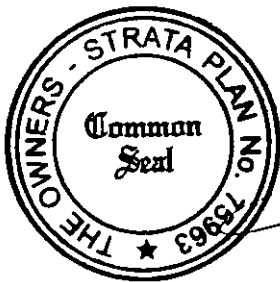
Document Collection Box <b>1W</b>	Name, Address or DX and Telephone DYNAMIC PROPERTY SERVICES PTY LTD DX 11643 SYDNEY DOWNTOWN Reference: _____	CODE <b>CB</b>
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- (C) The Owners-Strata Plan No. 75963 certify that pursuant to a resolution passed on 21 July 2006 and in accordance with the provisions of section No. 47 & 52 of the Strata Schemes Management Act 1996
- (D) the by-laws are changed as follows—
- (E) Repealed by-law No. By-law 10  
Added by-law No. By-law 10 & Special By-law 1  
Amended by-law No. NOT APPLICABLE  
as fully set out below:

REFER TO ANNEXURE

BY-LAW NUMBER 10 AND SPECIAL BY-LAW NUMBER 1

SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD (ABN 67 002 006 760) by its attorney LISA BRANSON duly appointed by Power of Attorney dated 4 May 2005 and who hereby states that she has not received any notice of the revocation of such Power of Attorney. (Registered Book 4457 Number 484)



- (F) The common seal of the Owners-Strata Plan No. 75963 was affixed on 30 August 2006 in the presence of—  
DYNAMIC PROPERTY SERVICES PTY LTD  
Signature(s): \_\_\_\_\_  
of Witness  
Name(s): Lousia Dang Level 5, 162 Goulburn St Sydney NSW 2010  
being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

- (G) **COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996**  
I certify that \_\_\_\_\_ has approved the change of by-laws set out herein.  
Signature of authorised officer:  
Name of authorised officer: \_\_\_\_\_ Position of authorised officer: \_\_\_\_\_

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## **ANNEXURE**

### **STRATA PLAN 75963**

**SPECIALLY RESOLVED** that the Owners – Strata Plan No. 75963 pursuant to section 47 of the Strata Schemes Management Act 1996 to **REPEAL by-law 10** of the by-laws registered with the strata plan.

**SPECIALLY RESOLVED** that the Owners – Strata Plan No. 75963 pursuant to section 47 of the Strata Schemes Management Act 1996 to make a by-law on the following terms:

#### **BY-LAW No. 10**

#### **ANIMALS**

The definitions contained in the by-laws registered with the strata scheme apply to this by-law.

An owner or occupier of a lot must not, without the prior written approval of the Owners Corporation, keep any animal on the lot or the common property.

The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

In making a determination of any application made the Owners Corporation must take into account the provisions of the Community Management Statement. For the avoidance of doubt, the provisions contained in by-laws 21.3, 21.4 and 21.5 of the Community Management Statement for Jacksons Landing Community Scheme must be complied with in addition of the terms of this by-law.

If an Owner or Occupier is permitted under this by-law to keep an animal, then the Owner or Occupier:

- (a) must ensure that the animal is at all times kept under control and within the confines of that Owner or Occupier's Lot;
- (b) must ensure that, when on any other part of the Community Property or the Common Property, the animal is accompanied by the Owner or Occupier;
- (c) must, when on any other part of the Community Property or Common Property, keep the animal appropriately tethered and under control;
- (d) is liable to the Owners and Occupiers of other Lots and each other person lawfully on the Community Parcel or the Common Property for:
  - i. any noise which is disturbing to an extent which is unreasonable; and
  - ii. for damage to or loss of property or injury to any person caused by the animal; and
  - iii. is responsible for cleaning up after the animal if it has soiled any part of another Lot, the Community Parcel or the Common Property.

This by-law:

- (a) does not prevent the keeping of dog used as a guide or hearing dog; and
- (b) does not allow an Excluded Dog (as defined in the Community Management Statement) to be kept or brought onto any Lot or Community Property or Common Property.

**SPECIALLY RESOLVED** that the Owners – Strata Plan No. 75963 pursuant to section 52 of the Strata Schemes Management Act 1996 to make a by-law on the following detailed in Annexure A.

**SPECIAL BY-LAW No. 1**

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**ANNEXURE A**

**PART 1  
GRANT OF RIGHT**

The Owner has the special privilege to carry out the Works at its own cost subject to Part 3 of this by-law.

**PART 2  
DEFINITIONS & INTERPRETATION**

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

- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Insurance** means:
  - i. contractors all risk insurance in the sum of \$1,000,000;and
  - ii. workers compensation insurance.
- (c) **Lot** means Lot 5 and 6 in strata plan 75963.
- (d) **Owner** means the owner of the Lot.
- (e) **Owners corporation** means the owners corporation created by the registration of strata plan registration no. 75963
- (f) **Works** means the removal of part of the boundary wall between Lot 5 and Lot 6 for the purpose of creating an entranceway between the lots set out in the plan which was tabled at the meeting which this by-law was passed, and which may or may not be attached to this by-law.

In this by-law, unless the context otherwise requires, 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 includes references to amending and replacing legislation.

### **PART 3 CONDITIONS**

#### **PART 3.1 Before commencement**

Before commencement of the Works the Owner must:

- (a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (b) effect and maintain Insurance and provide a copy to the Owners Corporation;
- (c) pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law.

The Owners Corporation must:

- (a) provide written consent to any application to any Authority once this by-law is passed;
- (b) not object to an application to any Authority contemplated by this by-law (once passed).

#### **PART 3.2 During construction**

Whilst the works are in progress the Owner of the Lot at the relevant time must:

- (a) use duly licensed employees, contractors or agents to conduct the Works;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the Current Australian Building Codes and Standards;
- (c) use reasonable endeavours to cause as little disruption as possible.
- (d) perform the Works during times reasonably approved by the Owners Corporation;
- (e) perform the Works within a period of 6 months from their commencement or such other period as reasonably approved by the Owners Corporation;
- (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (g) 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;
- (h) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
- (i) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

**PART 3.3**  
**After construction**

After the Works have been 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 the Works 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 approve the Works;
- (d) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
- (e) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law;
- (f) the Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (e) immediately above have been complied with; and
- (g) pay the Owners Corporation's reasonable costs of implementing this by-law.

**PART 3.4**  
**Enduring rights and obligations**

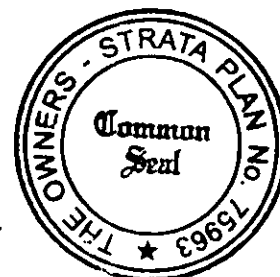
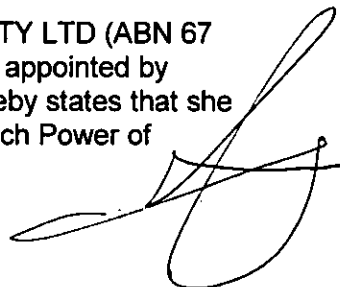
The Owner:

- (a) must maintain and upkeep the Works;
- (b) must maintain and upkeep those parts of the common property in contact with the Works;
- (c) remains liable for any damage to lot or common property arising out of the Works; and
- (d) must indemnify the Owners Corporation against any costs or losses arising out of the Works and without limitation any liability under section 65(6) of the Strata Schemes Management Act 1996 in respect of the property of the Owner.

The Common Seal of the Owners S.P. 75963 was hereunto affixed on 30 August 2006 in the presence of Dynamic Property Services Pty Ltd being the person(s) authorised by Section 238 of the Strata Schemes Management Act, to attest the affixing of the seal.

SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD (ABN 67 002 006 760) by its attorney LISA BRANSON duly appointed by Power of Attorney dated 4 May 2005 and who hereby states that she has not received any notice of the revocation of such Power of Attorney. (Registered Book 4457 Number 484)

Signature of witness:



Name(s): Lousia Dang, Level 5, 162 Goulburn St, Sydney NSW 2010



Form: 15CB  
Release: 2.0  
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**CHANGE OF BY-LAW**  
New South Wales  
Real Property Act 1900



AE36621M

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	For the common property CP/SP75963	
(B) LODGED BY	Document Collection Box <i>W</i>	Name, Address or DX and Telephone LLPN: Grace Lawyers Pty Limited DX 11508 SYDNEY DOWNTOWN Tel: (02) 9284 2700 Reference: AMA:08/0306
		CODE <b>CB</b>

(C) The Owners-Strata Plan No. 75963 certify that pursuant to a resolution passed on 03 April 2008 and in accordance with the provisions of section No. 52 of the Strata Schemes Management Act 1996

(D) the by-laws are changed as follows—

(E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. Special By-Law No 2  
Amended by-law No. NOT APPLICABLE  
as fully set out below:

Special By-Law 2 - Works in Lots 2 & 3  
See Annexure

The Common Seal of the Owners S.P.75963 was hereunto affixed on 20 June 2008 in the presence of Dynamic Property Services P/L being the person(s) authorised by Section 238 of the Strata Schemes Management Act, to attest the affixing of the seal.



SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD (ABN 67 002 006 760) by its attorney NEIL HOOPER duly appointed by Power of Attorney dated 19 October 2006 and who hereby states that he has not received any notice of the revocation of such Power of Attorney. (Registered Book 4503 Number 82)

*Neil Hooper*

(F) The common seal of the Owners-Strata Plan No. 75963 was affixed on 20 June 2008 in the presence of—

Signature(s): *Mary McAviney*  
Name(s): Mary McAviney Lvl 5, 162 Goulburn St SYDNEY NSW 2010  
being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

(G) COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996

I certify that \_\_\_\_\_ has approved the change of by-laws set out herein.

Signature of authorised officer: \_\_\_\_\_

Name of authorised officer: \_\_\_\_\_ Position of authorised officer: \_\_\_\_\_

## ANNEXURE TO CHANGE OF BY-LAWS THE OWNERS – STRATA PLAN NO 75963

### SPECIAL BY-LAW NO. 2 WORKS IN LOTS 2 & 3

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**SPECIALLY RESOLVED** that the Owners – Strata Plan No. 75963 pursuant to section 52 of the *Strata Schemes Management Act, 1996* make a by-law for the carrying out of the Works on the following terms:

#### PART 1.1 GRANT OF RIGHT

The Owner has the special privilege to carry out the Works at its own cost subject to Part 3 of this by-law.

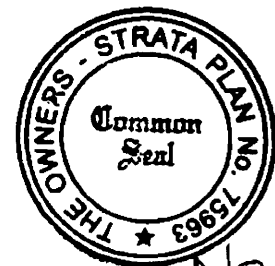
#### PART 1.2 THIS BY-LAW TO PREVAIL

- 1.2 (a) Notwithstanding anything contained in by-law 5 applicable to the scheme or any other by-law applicable to the scheme, the Owner may (at the Owner's cost and to remain the Owner's fixture) carry out the Works subject to the terms and conditions contained in Part 3 of this by-law.
- (b) If there is any inconsistency between this by-law and any other by-law applicable to the scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

#### PART 2 DEFINITIONS & INTERPRETATION

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

- (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 Council.
- (c) **Building** means 56 Bowman Street, Pyrmont NSW 2009.
- (d) **Council** means the Council of the City of Sydney.
- (e) **Engineer's Adequacy Certificate** means the adequacy certificate of Zahoul Civil/Structural Engineers dated 19 February 2008.
- (f) **Insurance** means:
- (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
  - (ii) insurance required under the *Home Building Act, 1989*, to the value of the Works, (if necessary); and
  - (iii) workers' compensation insurance.
- (g) **Lot** means Lot 2 and Lot 3.

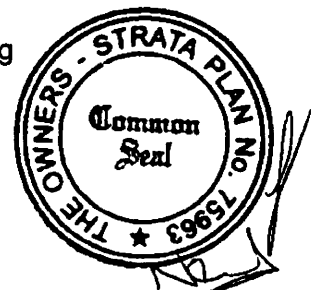


## ANNEXURE TO CHANGE OF BY-LAWS THE OWNERS – STRATA PLAN NO 75963

- (h) **Lot 2** means lot 2 in the Strata Scheme.
- (i) **Lot 3** means lot 3 in the Strata Scheme.
- (j) **Owner** means the owner(s) of the Lot.
- (k) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 75963.
- (l) **Plans** means the plans entitled "Floor Plan" and "Section A-A" depicting the partial removal of existing walls a copy of which were tabled at the meeting at which this by-law was passed and may be attached to this by-law.
- (m) **Reinstatement Works** means the removal/reversal of the Works and reinstatement of the common property to its condition as at the date of the passing of this by-law, to be carried out in accordance with clause 3.6.
- (n) **Strata Scheme** means the strata scheme relating to strata plan no. 75963.
- (o) **Term** means the date of occurrence of the earlier of:
  - (i) the occupancy of the Lot ceasing to be a sole occupancy whereby both Lot 2 and Lot 3 are occupied by one and the same occupier (or a related body corporate of that sole occupier); or
  - (ii) the transfer of either Lot independently of the other where the transferee requires the relevant Lot to be a separate and distinct lot.
- (p) **Works** means the works to the Lot and the common property to be carried out in connection with the reconfiguration of the Lot from 2 separate commercial suites to 1 larger commercial suite and other associated works to the Lot including:
  - (i) partial removal of the existing internal boundary/inter-tenancy walls between the column and the wall as depicted in the Plan; and
  - (ii) installation of new floating timber flooring to Lot 2 to match existing flooring in Lot 3,together with restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the Plan, the Engineer's Adequacy Certificate and the provisions of this by-law.

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

- (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.



## **ANNEXURE TO CHANGE OF BY-LAWS THE OWNERS – STRATA PLAN NO 75963**

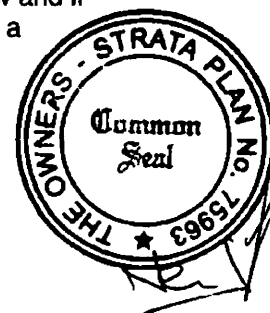
### **PART 3 CONDITIONS**

#### **PART 3.1 Before commencement**

- 3.1 Before commencement of the Works the Owner must:
- (a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
  - (b) 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;
  - (c) effect and maintain Insurance and provide a copy to the Owners Corporation;  
and
  - (d) pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law (including legal and strata management costs).

#### **PART 3.2 During construction**

- 3.2 Whilst the Works are in progress the Owner of the Lot at the relevant time must:
- (a) use duly licensed employees, contractors or agents to conduct the Works;
  - (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
  - (c) ensure that the Works comply with all consents/approvals/permits from any Authority in respect of the Works;
  - (d) ensure the Works are carried out expeditiously and with a minimum of disruption;
  - (e) carry out the Works between the hours of 8:30am and 5:30pm Mondays – Fridays or between 8:30am and 12 midday on Saturday or at such other times reasonably approved by the Owners Corporation;
  - (f) perform the Works within a period of three (3) months from their commencement or such other period as reasonably approved by the Owners Corporation;
  - (g) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;
  - (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 the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time;



## **ANNEXURE TO CHANGE OF BY-LAWS THE OWNERS – STRATA PLAN NO 75963**

- (j) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
- (k) not vary or increase the scope of the Works without first obtaining the consent in writing from the Owners Corporation.

### **PART 3.3 After construction**

3.3.1 After the Works have been completed the Owner must without unreasonable delay:

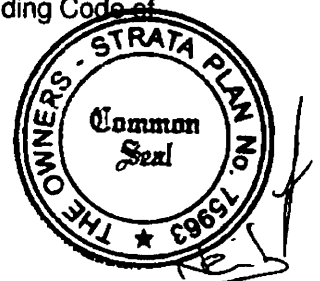
- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law has been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works;
- (d) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works or works required to rectify any damage to lot or common property (including the Lot) have been completed in accordance with the terms of this by-law; and
- (e) 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 to determine compliance with this by-law or any consents provided under this by-law from time to time.

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

### **PART 3.4 Enduring rights and obligations**

3.4 The Owner:

- (a) must maintain and upkeep the Works;
- (b) must maintain and upkeep those parts of the common property in contact with the Works;
- (c) remains liable for any damage to any lot or common property (including the Lot) arising out of the Works;
- (d) indemnifies and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works; and
- (e) must ensure that the Works and their use do not contravene any statutory requirements of any Authority including safety regulations or the Building Code of Australia.



**ANNEXURE TO CHANGE OF BY-LAWS  
THE OWNERS – STRATA PLAN NO 75963**

**PART 3.5  
Default by the Owner**

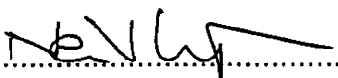
- 3.5 If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:
- (a) carry out all work necessary to perform that obligation;
  - (b) enter upon any part of the Lot to carry out that work; and
  - (c) recover the costs of carrying out that work from the defaulting Owner.

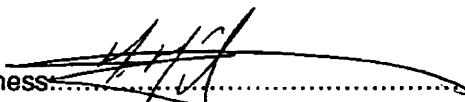
**PART 3.6  
Reinstatement Works**

- 3.6.1 Notwithstanding anything contained in this by-law or any other by-law applicable to the scheme, the Owner shall be liable to carry out the Reinstatement Works at the end of the Term at its sole cost and responsibility.
- 3.6.2 When carrying out the Reinstatement Works, the Owner shall comply with the provisions of clauses 3.2, 3.3, 3.4 and 3.5 as if reference to the Works were reference to the Reinstatement Works.
- 3.6.3 If at any time after the completion of the Works, the Owner desires to remove the Works carried out pursuant to this by-law (or otherwise), the provisions of clauses 3.2, 3.3, 3.4 and 3.5 shall apply to that removal as if reference to the Works were reference to the works required for removal of the Works.

The Common Seal of the Owners S.P. 75963 was hereunto affixed on 20 June 2008 in the presence of Dynamic Property Services P/L being the person(s) authorised by Section 238 of the Strata Schemes Management Act, to attest the affixing of the seal.

SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD (ABN 67 002 006 760) by its attorney NEIL HOOPER duly appointed by Power of Attorney dated 19 October 2006 and who hereby states that he has not received any notice of the revocation of such Power of Attorney. (Registered Book 4503 Number 82)

Signature:  .....

Signature of witness:  .....

Name(s): Mary McAviney, Level 5, 162 Goulburn Street, Sydney NSW 2010

