

STRATA PLAN 72677

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

Registered dealings

DEALING NO.	DATE OF MEETING	BY LAW NO.	DESCRIPTION
AC651413	8 Aug 2006	Special 1	Air-Conditioning
AH142449	19 Sep 2011	Special 2	Awning lot 3

Form: 15CB
Release: 2.0
www.lands.nsw.gov.au

CHANGE OF BY-LAWS
New South Wales
Real Property Act 1900



AC651413N

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/SP72677

(B) **LOGGED BY**

Document Collection Box 1W	Name, Address or DX and Telephone DYNAMIC PROPERTY SERVICES PTY LTD (02 9267 6334) DX 11643 SYDNEY DOWNTOWN Reference: _____	CODE CB
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(C) The Owners-Strata Plan No. 72677 certify that pursuant to a resolution passed on 08 August 2006 and in accordance with the provisions of section No. 47 of the Strata Schemes Management Act 1996

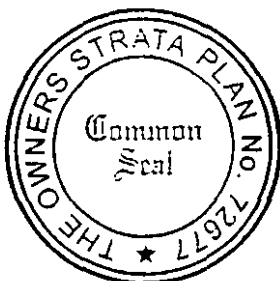
(D) the by-laws are changed as follows—

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-law 1
Amended by-law No. NOT APPLICABLE

as fully set out below:

REFER TO ANNEXURE ATTACHED

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. 72677 was affixed on 29 September 2006 in the presence of—
DYNAMIC PROPERTY SERVICES PTY LTD

Signature(s): [Signature]
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: _____

ANNEXURE

STRATA PLAN 72677

SPECIALLY RESOLVED that the Owners – Strata Plan No. 72677 pursuant to Section 47 of the Strata Schemes Management Act 1996 to make an additional by-law in the following terms:

SPECIAL BY-LAW NO.1

AIR-CONDITIONING

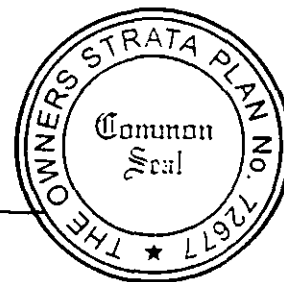
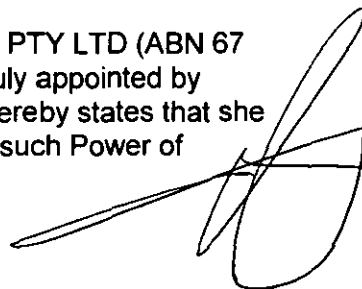
1. The definitions contained in the by-laws registered with the strata plan apply to this by-law.
2. In this by-law, unless the context otherwise requires, a word which denotes:
 - (a) the singular includes plural and vice versa;
 - (b) any gender includes the other genders;
 - (c) any terms in the by-law 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.
3. Notwithstanding anything contained in by-law 2.2 of the By-laws registered with the strata plan (which applies to this scheme) or any other by-law applicable to the scheme an owner or occupier of a lot may not install an air-conditioning unit (at the owner or occupiers cost and to remain the owners fixture) except with the written approval of both any relevant consent authority and the Executive Committee of the Owners Corporation.
4. Where any term of this by-law contradicts by-law 2.2 of the By-laws registered with the strata plan (which applies to this scheme) then this by-law will prevail to the extent of that contradiction.
5. Any air-conditioning unit approved under this by-law includes all ancillary wires, piping and ductwork and any obligation under this by-law applied to that wiring, piping and ductwork.
6. Any air-conditioning unit so approved:
 - (a) must be installed strictly in accordance with the direction of the Owners Corporation and in this regard the Owners Corporation shall have the power from time to time to adopt air-conditioning specifications in relation to the installation of air-conditioning units;
 - (b) must be in keeping with the appearance of the building;
 - (c) must not have any drippers on the exterior of the building; and
 - (d) will always remain the property of the respective owner, even though it may be installed by an occupier.
6. The Owner:
 - (a) before commencing any work must provide plans, specifications or any other reasonable documents required by the Owners Corporation to the Executive Committee;
 - (b) must obtain consent from the installation from the Community Association under by-law 2 of the Community Management Statement and comply with any conditions of any consent given by the Community Association;
 - (c) must comply with by-law 3 of the Community Management Statement including but not limited to the Architectural Standards for the Community Association;
 - (d) must provide a copy of the consent from the Community Association for the installation of the air-conditioning unit;

- (e) in carrying out any installation, repair, maintenance or replacement of any air-conditioning unit must:
- i. only use licensed tradespersons;
 - ii. carry out any work in a proper and workmanlike manner;
 - iii. perform works at times approved by the Executive Committee;
 - iv. keep all areas outside of the Lot clean and tidy;
 - v. not create noise that is likely to interfere with the peaceful enjoyment of another occupier in the strata scheme;
 - vi. protect all areas outside of the lot from damage during any work; and
 - vii. repair any damage caused in exercising any obligations under this by-law;
- (f) must maintain, replace and keep in good and serviceable repair any air-conditioning unit (or any ancillary wiring, piping or ducting) installed by them or the occupier of their lot;
- (g) must maintain and upkeep those parts of the common property in contact with the air-conditioning unit;
- (h) remains liable for any damage to lot or common property arising out of the installation, repair or replacement of the air-conditioning unit or any ancillary wiring, piping or ducting;
- (i) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the air-conditioning unit or and ancillary item is removed or relocated; and
- (j) must indemnify the Owners Corporation against any costs or losses arising out of the installation, use, repair or replacement of the air-conditioning unit (or any ancillary wiring, piping or ducting) and without limitation any liability under section 65(6) of the Strata Schemes Management Act 1996 in respect of the property of the owner.
7. If an Owner does not comply with any obligation under this by-law the Owners Corporation may:
- (a) carry out that obligation;
 - (b) enter upon the Lot to carry out that work; and
 - (c) recover the costs of carrying out that work from the defaulting Owner.
8. For clarity clause 6 applies to all air-conditioning units (or any ancillary wiring, piping or ducting) installed prior to and after this by-law being made.

The Common Seal of the Owners S.P. 72677 was hereunto affixed on 29 September 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
www.lands.nsw.gov.au

CHANGE OF BY-LAW
New South Wales
Real Property Act 1900



AH142449E

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/SP 72677	
(B) LODGED BY	Document Collection Box 1W	Name, Address or DX and Telephone Dynamic Property Services DX 11643 SYDNEY DOWNTOWN Ph: 02 9267 6334 Reference: Lisa Branson
		CODE CB

(C) The Owners-Strata Plan No. 72677 certify that pursuant to a resolution passed on 19 September 2011 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—

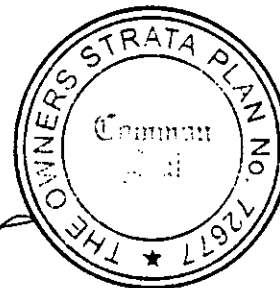
(E) Repealed by-law No. _____
Added by-law No. Special by-law 2
~~Amended by-law No.~~ _____

as fully set out below:

SEE ANNEXURE

The Common Seal of the Owners S.P.72677 was hereunto affixed on 23 July 2012 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 LISA BRANSON duly appointed by Power of Attorney dated 11 April 2011 and who hereby states that she has not received any notice of the revocation of such Power of Attorney.
(Registered Book 4611 Number 45)



(F) The common seal of the Owners-Strata Plan No. 72677 was affixed on 23 July 2012 in the presence of—

Signature(s): Margaret Curtin
(of witness) _____

Name(s): Margaret Curtin 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: _____

STRATA PLAN 72677
ANNEXURE

Specially resolved that subject to the preceding motion being approved, The Owners – Strata Plan No. 72677, pursuant to section 52 of the *Strata Schemes Management Act, 1996* (NSW), make a by-law on the following terms:

SPECIAL BY-LAW NO. 2

Awning (Lot 3)

PART 1

PART 1.1

GRANT OF RIGHT

- 1.1 Notwithstanding anything contained in any by-law applicable to the scheme, the Owner has the special privilege (at the Owner's cost and to remain the Owner's fixture) to carry out the Works and exclusive use of the Area in which the Works are carried out subject to the terms and conditions contained in Part 3 of this by-law.

PART 1.2

THIS BY-LAW TO PREVAIL

- 1.2 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 Definitions

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

- (a) **Act** means the *Strata Schemes Management Act, 1996* (NSW).
- (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) **Awning** means an automatic, adjustable, white awing installed to the courtyard of the Lot by affixing to the common property wall.
- (d) **Building** means the building situated at 25 Refinery Drive, Pyrmont.
- (e) **Council** means City of Sydney.
- (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* (NSW) (if any); and
 - (iii) workers' compensation insurance.
- (g) **Lot** means lot 3 in strata plan 72677.
- (h) **Owner** means the owner(s) of the Lot.



- (i) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 72677.
- (j) **Specifications** means the specifications of the Awning attached to this by-law and marked **Annexure "A"**.
- (k) **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 (if necessary), of the Awning together with the restoration of lot and common property (including the Lot) damaged by the works and all of which are to be conducted strictly in accordance with the Specifications and provisions of this by-law.

2.2 Interpretation

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 Act;
- (d) references to legislation include references to amending and replacing legislation;
- (e) reference to the Owner in this by-law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- (f) references to any Works under this by-law include, where relevant, the condenser, coils, pipes, conduits, wires, flanges, valves, ductwork, caps, insulation and all other ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment.

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 the Owners Corporations 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).

3.2 Compliant Works

To be compliant under this by-law, Works so approved must:

- (a) be in keeping with the appearance and amenity of the Building in the opinion of the Owners Corporation; and
- (b) be manufactured and designed to specifications for domestic use.

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 installation is conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards and the requirements of any Authority including any fire safety regulations;
- (c) ensure the installation is carried out expeditiously and with a minimum of disruption to other Lot Owners, occupiers or adjoining property owners;
- (d) ensure that any electricity or other services required to install the Awning are installed so they are connected to the Lot's electricity supply;
- (e) carry out the installation 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 installation within a period of one (1) month from its commencement or such other period of time as may be 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 installation or the transportation of construction materials, equipment and debris;
- (i) ensure that the installation 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 in this event the Owner must rectify that interference or damage within a reasonable period of time;
- (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 the approved installation without first obtaining the consent in writing from 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 installation of the Works has been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the installation 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 installation;
- (d) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the installation or works required to rectify any damage to lot or common property 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 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 (a) to (e) immediately above have been complied with.

3.5 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) not vary the works (except as expressly contemplated by this by-law) without the approval of the Owners Corporation;
- (c) properly maintain and upkeep the Works in a state of good and serviceable repair;
- (d) properly maintain and upkeep those parts of the common property in contact with the Works;
- (e) use reasonable endeavours to cause as little disruption as possible when using the Awning;
- (f) ensure that any electricity or other services required to operate the Awning are installed so they are connected to the Lot's electricity supply;
- (g) remain liable for any damage to lot or common property arising out of or in connection with the Works (or their use) and will make good that damage immediately after it has occurred; and
- (h) comply with all directions, orders and requirements of any Authority relating to the use of the Works;
- (i) ensure the Awning does not cause water to escape or water penetration to lot or common property (including the Lot); and
- (j) 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.

3.6 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) 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.


3.7 Ownership of Works

The Works will always remain the property of the Owner.

3.8 Applicability

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

Annexure "A"

 <p>Colourful Canvas MORE THAN A SHADE BETTER</p>	<p>Kenlow (1982) Pty. Ltd. A.C.N. 008 939 095 Tracking as A.B.N. 48 260 421 904</p> <p>Colourful Canvas Co 74 - 76 Sydenham Road, P.O. Box 3160 Marrickville Metro Marrickville, N.S.W. 2204 Telephone: (02) 9519 2422 Facsimile: (02) 9516 3867 Email: colourfulcanvas@o'gpond.com</p>	<p>QUOTATION 96829</p> <p>(Valid 30 days from Quote date)</p>
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Name: MRS T. WINTER Date: 7.12.07 Job No.: _____
 Address: 303/25 REFINERY DRIVE Order No.: _____
PURMONT (THE ESCARPMENT) Post Code: 2009 Ordered By: _____
 Telephone: Work: _____ Home: 9518 7845 A/C Name: _____
 Mobile: _____ Fax: _____

Product Service	Qty.	Description	\$	c
<u>411 Anniver</u>	<u>1</u>	<u>x 3100 RP 1200 CRANK</u>		
<u>WHITE</u>		<u>AIR TWEEN STRAIGHT FINISH</u>		
<u>TBC/ABS</u>		<u>POST SAMPLE</u>		
			<u>3550.00</u>	

Factory/Installation Instructions: C/Fix CONCRETE

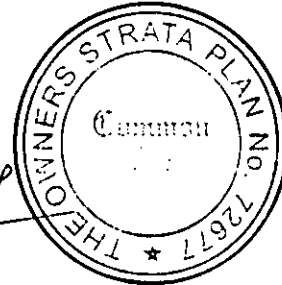
RHS IF MOTORIZED 1 MOTOR & REMOTE \$960.00


\$4510.00

<p>Important Information</p> <ol style="list-style-type: none"> 1) These products are custom made to suit therefore the order is firm & irrevocable. 2) A company purchase order or deposit is required. 3) All electrical connections are not included & must be carried out by a licenced electrician. * 4) Balance of payment is required on completion of installation. 5) All goods remain the property of KENLOW (1982) Pty. Ltd. until such time as full payment is received by KENLOW (1982) Pty. Ltd. for the amount invoiced. 6) Conditions & quote accepted by: <p>Signed: _____ Date: _____ Signed for Kenlow: _____ Date: <u>7.12.07</u></p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>SUB TOTAL</td><td></td></tr> <tr><td>DELIVERY/FREIGHT</td><td></td></tr> <tr><td>INSTALLATION</td><td></td></tr> <tr><td>GST</td><td><u>incl.</u></td></tr> <tr><td>INVOICE TOTAL</td><td></td></tr> <tr><td>DEPOSIT PAID</td><td></td></tr> <tr><td>BALANCE OWING ON DELIVERY</td><td></td></tr> </table>	SUB TOTAL		DELIVERY/FREIGHT		INSTALLATION		GST	<u>incl.</u>	INVOICE TOTAL		DEPOSIT PAID		BALANCE OWING ON DELIVERY	
SUB TOTAL															
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INVOICE TOTAL															
DEPOSIT PAID															
BALANCE OWING ON DELIVERY															

The Common Seal of the Owners - **The Owners--Strata Plan 72677**
was hereunto affixed on 23 July 2012 in the presence of
Dynamic Property Services Pty Ltd being the person(s) authorised
by section 238 of the *Strata Schemes Management Act 1996*
to attest the fixing of the seal.

SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD
(ABN 62 002 006 760) by its attorney LISA BRANSON duly
appointed by Power of Attorney dated 11 April 2011 and who
hereby states that she has not received any notice of the
revocation of such Power of Attorney.
(Registered Book 4611 Number 45)



Signature of witness: 

Name(s): Margaret Curtin, Level 5, 162 Goulburn St, Sydney NSW 2010