

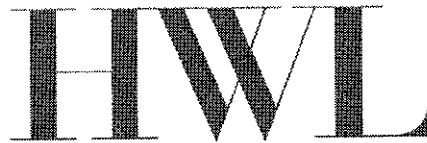
**SP75963**

Approved Form 27

Instrument Setting Out the Terms of By-Laws to be created upon registration of the Strata  
Plan

**'THE COOPERAGE', BOWMAN STREET PYRMONT**

**BY-LAWS**



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## 1. INTERPRETATION

1.1 In the following By-Laws, unless the contrary intention appears:

- **Act** means the Strata Schemes Management Act 1996.
- **Authority** means any authority or authorities including any government, semi-government or local government, statutory, public or other authority or body
- **Building** means the building and the Land which is the subject of the Strata Plan.
- **By-Laws** means the by-laws set out in this document and any other by-laws adopted by the Owners Corporation from time to time;
- **Common Property** means the Common Property comprised in the Strata Plan;
- **Furniture and Fittings** means any personal property belonging to the Owner's Corporation that is to be used in connection with the Building;
- **Government authority** means any government, semi-government, local government, administrative, fiscal or judicial department, commission, authority tribunal, agency or other entity;
- **Fabric** means all physical material of the Land including components, fixtures, contents and objects including but not limited to columns, beams, joists, herringbone strutting and ceiling
- **Land** means 'The Cooperage', Bowman Street Pyrmont contained in certificates of title Folio Identifiers 40/270215 and 41/270215
- **Manager** or **Managing Agent** means the manager of the Strata Scheme appointed by the Owner's Corporation from time to time;
- **occupier** means any lessee, sub lessee, licensee, sub licensee, occupier or mortgagee in possession of a lot in the Strata Plan;
- **Original Owner** has the same meaning as in the Act;
- **owner** means the owner for the time being of any lot in the Strata Plan;
- **Owners Corporation** means the owners corporation constituted upon registration of the Strata Plan;
- **Strata Plan** means strata plan no SP75963

1.2 In these By-Laws, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of the By-Laws;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;

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- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation and any government authority;
- (e) a reference to a person includes reference to the person's executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and assigns;
- (f) a reference to any thing includes a part of that thing; and
- (g) a reference to any statute, regulation, proclamation, ordinance or clause includes all statutes, regulations, proclamations, ordinances or clauses varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and clauses issued under that statute.

## 2. OCCUPATION

- 2.1 No owner or occupier of a lot may occupy a lot or permit a lot to be occupied as a principal place of abode or residence.

## 3. VEHICLES

- 3.1 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.
- 3.2 The Owners Corporation can withhold its approval to the parking or standing of a motor vehicle on the Common Property except in areas clearly marked for temporary parking (if any).

## 4. DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY

- 4.1 An owner or occupier of a lot must not, except with the prior written approval of the Owners Corporation:
  - (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property; or
  - (b) use for his or her own purposes as a garden any portion of the Common Property.

## 5. DAMAGE 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:
  - (a) with the written approval of the Owners Corporation; or
  - (b) where the occupier occupies all of the lots in the Strata Plan, in which case the occupier may do so, providing at the end of its occupation, that occupier makes good any damage to the Common Property.
- 5.2 An approval given by the Owners Corporation under By-Law 5.1 cannot authorise any additions to the Common Property.

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**6. BEHAVIOUR OF OWNERS AND OCCUPIERS**

6.1 An owner or an occupier of a lot must not:

- (a) create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the registered owner or occupier of any lot or of any person lawfully using Common Property; or
- (b) obstruct a lawful use of Common Property by any person.

6.2 An owner or an occupier of a lot when on Common Property or on any part of a lot so as to be visible or audible from another lot or from Common Property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using Common Property.

**7. OBSTRUCTION OF COMMON PROPERTY**

7.1 An owner or occupier of a lot must not obstruct lawful use of Common Property by any person and in particular must not use for storage or any other purpose any central core areas, plant rooms or areas used for providing services to the Building.

**8. FIXTURES ON WALLS FACING COMMON PROPERTY**

8.1 An owner or an occupier of a lot must not attach, fix or install in any way any cables, wiring, security features or other fixtures to interior and exterior walls facing Common Property.

**9. MOVING OF CERTAIN ARTICLES**

9.1 An owner or an occupier of a lot must not move any article likely to cause damage or obstruction through Common Property without first notifying the Manager or Managing Agent. The notice to the Manager or Managing Agent must be given in sufficient time to enable the Manager or Managing Agent to arrange for a representative of the Owners Corporation to be present if it is considered necessary.

9.2 An owner or occupier of a lot may only move an article likely to cause damage or obstructions through Common Property in accordance with directions of the Manager or the Managing Agent.

9.3 An owner or occupier of a lot must adequately protect the Common Property in particular lifts and foyers and will be responsible for repair of any damage occasioned as a consequence of the moving of that article.

9.4 An owner or occupier of a lot may not bring upon the Building any heavy machinery or other plant or equipment without the consent of the Owners Corporation and in no event will any such machinery plant or equipment be of such nature weight or size as to cause or in the reasonable opinion of the Owners Corporation be likely to cause any structural or other damage to the floors or walls of the Building or any other part of the lot. Before bringing any such equipment upon the lot the owner or occupier will inform the Owners Corporation of the owner's or occupier's intention so to do and the Owners Corporation may direct the routing installation and location of all such machinery plant and equipment and the owner or occupier will observe and comply with all such directions. All damage caused to the Building or any part thereof so far as they are rendered necessary by the owner's or occupier's particular use of the lot

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by the owner or occupier or any one on their behalf by taking in or out furniture goods or other articles will be made good at the expense of the owner or occupier.

## **10. KEEPING OF ANIMALS**

10.1 Subject to Section 49(4) of the Act, an owner or occupier of a lot must not permit any animal on a lot or on the Common Property.

## **11. ALTERATION TO LOT**

11.1 The owner or occupier of a lot will seek permission from the Owners Corporation and any other relevant government authority in writing prior to commencing any alteration within the boundaries of their lot. Such application should describe in detail the proposed alteration.

11.2 A owner or occupier of a lot must have the Owners Corporation's consent to install or alter services to their own lot which consent will be provided by the Owners Corporation subject to the individual owner or occupier observing and performing the following conditions:

- (a) the proposed location of the works must not obstruct or hinder the use of a lot or the Common Property and will minimise interference and inconvenience with any other lot;
- (b) prior to installation of the works the owner or occupier will submit in writing to the Owner's Corporation a plan of the type and location of the proposed works and the specifications, if any, for their consent which consent will be given within one (1) month of such an application and such consent will not be unreasonably withheld provided the applicant has lodged with the application the consent in writing where necessary of any relevant government authority including any necessary building consent;
- (c) an owner or occupier of a lot will not interfere with the proposed work of another lot or lots and will give reasonable access for the purpose of the lot owner or owners or occupier installing or maintaining the work;
- (d) the work will be done in a proper and workmanlike manner and by a licensed tradesperson and the owner or occupier will comply with all directions, orders and requirements of any statutory authority and will ensure compliance with such directions, orders and requirements by the owner's or occupier's servants, agents and contractors;
- (e) the owner or occupier will maintain and protect against damage all areas of Common Property used for the works in a clean and tidy state whilst the works are being done and will promptly maintain and repair all areas of Common Property used and other lots that may be affected in the course of the installation of the works;
- (f) the owner or occupier will be responsible for the proper maintenance and keeping in a state of good repair of the works, the Common Property for which the works are attached and any damage in any other affected lot including the contents and will perform maintenance and repairs upon or replace the works when the Owner's Corporation by written notice reasonably requires the owner or occupier to do so in a manner approved or directed by the Owner's Corporation in writing;

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- (g) the owner or occupier will have the right of exclusive use and enjoyment of the area of the Common Property of which they have a special privilege under this By-Law for the installation of services;
- (h) the owner or occupier will indemnify and keep indemnified the Owners Corporation against all claims and demands, costs, damages and expenses which may be made or incurred by the Owners Corporation and arising out of alterations to the Common Property or use of the Common Property by the owner or occupier or the works by the owner or occupier;
- (i) should any part of the works be removed by the owner or the occupier the owner or the occupier will restore as far as practical to its original condition any Common Property and any lot affected by the works or by such removal;
- (j) where the owner or occupier fails or neglects to properly carry out the works or discharge any condition referred to herein the Owners Corporation or its agents, servants or contractors may carry out such works and perform such condition and may enter upon any part of the parcel for the purpose at any reasonable time or on notice given to the owner or occupier of that part of the parcel any may recover the cost of doing such work or conditions as a debt from the owner or occupier.

## 12. APPEARANCE OF A LOT

- 12.1 An owner or an occupier of a lot must not without the prior written consent 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.
- 12.2 An owner or an occupier of a lot must not:
  - (a) operate or permit to be operated on the Building any device or electronic equipment so as to interfere with any appliance lawfully in use on the Common Property, another lot or another part of the Building;
  - (b) without the prior written consent of the Owners Corporation attach to or hang from the exterior of the Building any aerial or any security device or wires;
  - (c) except with the consent in writing of the Owners Corporation, hang any washing, towel, bedding, clothing or other article in such a way as to be visible from outside the Building.
- 12.3 The owner or occupier of a lot containing a garden box, veranda or balcony must maintain the appearance of such areas in keeping with the rest of the Building.

## 13. EXTERNAL FABRIC

- 13.1 The owner or occupier of a lot must not install or attach to the external face of either interior or exterior walls any cables, wiring, security features or other fixtures.
- 13.2 The owner or occupier of a lot must not install or attach to the external walls any signage or banners.
- 13.3 The owner or occupier of a lot may not attach signage, banners or fixtures to external balconies or covered verandas

## 14. FABRIC

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- 14.1 The owner or an occupier will not attach or affix any item whatsoever to or damage in any way the Fabric.
- 14.2 The owner or an occupier will not attach, alter or affix any item whatsoever to the Fabric without the consent of the Owner's Corporation which may be withheld if inconsistent with the heritage status of the Building or the appearance of the rest of the Building.

## 15. COMPLIANCE WITH BY-LAWS

- 15.1 An owner or an occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier comply with these By-Laws. If an invitee does not comply with these By-Laws the owner or occupier must take all reasonable steps to ensure that the invitee immediately leaves the Building.
- 15.2 An owner or an occupier of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitee of that lessee or licensee comply with these By-Laws.

## 16. COMPLIANCE WITH LAWS

- 16.1 An owner or an occupier of a lot must at the owner's or occupier's own expense promptly comply with all laws relating to the lot including, without limitation, any requirements, notices and orders of any government authority.
- 16.2 An owner or an occupier of a lot must not use the lot for any purpose that may impugn the good reputation of the strata scheme.

## 17. SECURITY AND SAFETY OF THE BUILDING

- 17.1 An owner or an occupier of a lot must not do or permit anything which may prejudice the security, safety or fire services of the Building.

## 18. NOTIFICATION OF DEFECTS

- 18.1 An owner or an occupier of a lot must promptly notify the Manager or Managing Agent of any damage to or defect in the Common Property or any personal property vested in the Owners Corporation.

## 19. COMPENSATION TO OWNERS CORPORATION

- 19.1 The owner and/or the occupier of a lot will be liable to compensate the Owners Corporation in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by that owner or occupier of any owner, licensee or invitee of that registered owner or occupier.

## 20. SIGNS

- 20.1 An owner or an occupier of a lot, other than the Original Owner, must not inscribe, paint, display, stick, affix or exhibit any sign, light, advertisement, sticker, flagpole, flag, name or notice to or on any part of the outside or inside of the Building, unless it is inside the lot and is not intended to be viewed by anyone situated outside the lot other than in accordance with this By-Law 20.



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- 20.2 Subject to By-Law 20.3 an owner or occupier must within 30 days of the date of occupation of the lot arrange for the professional application of a standard proprietary name plate/address slat for their letterboxes in the ground floor foyer in a style, colour, format, content, order of content and number of lines as directed by the Owner's Corporation and in accordance with By-Law 20.3 and the cost thereof must be paid by the owner or occupier.
- 20.3 The following techniques and materials are permitted for the affixing of a name plate in accordance with By-Law 20.2:
- (a) Manufacturer to be approved in writing by the Owners Corporation;
  - (b) Material to be brushed silver IPI;
  - (c) Text colour must be black;
  - (d) Font style must be din regular;
  - (e) Font size must be 11 mm;
  - (f) Font is to be uppercase and justified/ranged to the left; and
  - (g) Name plates must incorporate, in this order: floor no./lot no. / name.
- 20.4 Subject to By-Laws 20.5 and 20.6, an owner or occupier must, within 30 days of occupation of the lot with the written consent of the Owner's Corporation, affix one single sided permanent identification sign pertaining to the lot on the face of the metal base plate that is visible on the approach from the lift but only using the techniques and/or materials prescribed in By-Law 20.6. and the cost thereof must be paid by the owner or occupier.
- 20.5 An owner or occupier of a lot 1, being a lot which does not have an interior approach, may, with the written consent of the Owner's Corporation, affix one double sided permanent identification sign pertaining to the lot but otherwise the identification signage must be in accordance with By-Laws 20.4 and 20.6 and the cost thereof must be paid by the owner or occupier.
- 20.6 The following techniques and materials are permitted for the affixing of a sign in accordance with By-Laws 20.4 or 20.5
- (a) Manufacturer must be approved in writing by the Owners Corporation
  - (b) Lettering must be approved by the Owner's Corporation;
  - (c) Lettering to be adhesive vinyl;
  - (d) Signage must incorporate lettering and/or logo without background so that the metal base plate is not obscured;
  - (e) Signage that comprises lettering/logo in vertical format should run from bottom to top for conventional lettering;
  - (f) Where the owners or the occupiers logos read from top to bottom, signage and lettering is to be approved by the Owners Corporation

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- (g) No new penetrations are permitted in any sign the subject of this By-Law or any of its supporting elements.
  - (h) All identification signage under By-Laws 20.4, 20.5 and 20.6 must be in the style of the examples given at Annexure A
- 20.7 Subject to By-Law 20.8, an owner or occupier must, within 30 days of occupation of the lot with the written consent of the Owner's Corporation, arrange for the professional application of identification signage for the lobby directory board in the Building but only using the techniques and/or materials prescribed in By-Law 20.8 and the cost thereof must be paid by the owner or occupier.
- 20.8 The following techniques and materials are permitted for the affixing of a sign in accordance with By-Laws 20.7
- (a) Manufacturer to be approved in writing by the Owners Corporation
  - (b) Lettering is to be 3M cast vinyl;
  - (c) Font text colour is to be black - 12;
  - (d) Font style is to be din regular;
  - (e) Font size is to be 15 mm;
  - (f) Font is to be upper case only;
  - (g) Lettering to be justified/ranged to the left and centred vertically on metal panels; and
  - (h) All identification signage under By-Laws 20.7 and 20.8 must be in the style of the examples given at Annexure B
- 20.9 The Owner's Corporation will be entitled to refuse consent under By-Laws 20.2, 20.3, 20.4, 20.5, 20.6, 20.7 or 20.8, in its sole discretion, on the grounds that the proposed sign is not in keeping with the appearance of the rest of the Building.
- 20.10 For the avoidance of doubt an owner or occupier (other than the Original Owner) is not permitted to erect signage indicating that a lot is "for sale" or "for lease" that is visible from the outside of the Building unless approval has been obtained from the Owners Corporation.
- 20.11 An owner or occupier must at its expense remove any sign, light, advertisement, flagpole, flag, name or notice erected in contravention of this By-Law and will make good any damage or disfigurement caused by such removal.
- 21. WINDOWS AND DOORS**
- 21.1 An owner or occupier of a lot must not install any external window or door coverings other than in accordance with this By-Law 21.
- 21.2 An owner or occupier of a lot must not install any attachments to glass, either on the inside or outside face of glass side light entry panel(s) adjacent to the entry door(s) and applied finishes to glass are not permitted other than in accordance with this By-Law 21.

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- 21.3 No signage or fixtures of any description may be fixed to doors facing Common Property.
- 21.4 An owner or occupier of a lot must not install any blinds for the high level glazing
- 21.5 An owner or occupier of a lot may install blinds inside the lot for external windows and doors or for the glass side light adjacent to the entry door(s) only in accordance with the following specifications:
- (a) Manufacturer to be approved in writing by the Owners Corporation;
  - (b) A-Roller 40 mm chain drive system with stainless beadchain using uni-system gearing and easylock brackets;
  - (c) fabric to be B-Screen Pearl Linen 4100;
  - (d) any other blinds of a similar design, colour and style as may be approved in writing by the Owners Corporation.
- 21.6 For the avoidance of doubt, no promotional signs are permitted on either the inside or the outside face of external windows or doors.

## **22. CONSENT OF OWNERS CORPORATION**

- 22.1 A consent given by the Owners Corporation under these By-Laws will, if practicable, be revocable and may be given subject to conditions.

## **23. COMPLAINTS AND APPLICATIONS**

- 23.1 Any complaint or application to the Owners Corporation or its council must be addressed in writing to the Manager or the Managing Agent.

## **24. CLEANING WINDOWS AND DOORS**

- 24.1 An owner or occupier of a lot must keep clean all interior and exterior surfaces of glass in windows and doors on the boundary of the lot including so much as its Common Property, unless:
- (a) the Owners Corporation resolves they will keep the glass or specific 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.

## **25. CHANGING USE TO BE NOTIFIED**

- 25.1 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 or the strata scheme, which includes change in activity other than for commercial office space.

## **26. PRESERVATION OF FIRE SAFETY**

- 26.1 The owner or occupier of a lot must not do anything or permit invitees of the owner or occupier to do anything on the lot or Common Property that is likely to affect the operation of fire safety devices or to reduce the level of fire safety in the lots or Common Property and must ensure that any changes made within a lot comply with

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current conditions of the Building Code of Australia or such other relevant Authority. Without limiting the generality of the foregoing an owner or occupier of a lot must ensure that all fire and security doors and windows (including apparatus or appliances attached thereto) are kept locked or secure or in an operational state, as the case may be, when not in immediate use. An owner or occupier of a lot may not use or interfere with any fire hydrant or other fire fighting or fire safety equipment except in the case of any emergency and may not obstruct any fire stairs or fire escape.

- 26.2 The Owners Corporation will have the right to require the owner or occupier to perform from time to time fire drills and observe all necessary and proper emergency evacuation procedures and the owner or occupier and persons under its control will co-operate with the Owners' Corporation in performing such drills and procedures.

## 27. PREVENTION OF HAZARDS

- 27.1 The owner or occupier of a lot must not do anything 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.

## 28. GARBAGE DISPOSAL

- 28.1 The Owner's Corporation will provide shared receptacles for refuse, waste, garbage and/or recyclable material (**Waste**) which will be located on the Common Property. The Owner's Corporation may enter into service contracts with commercial garbage collectors for the removal of Waste.

- 28.2 Subject to By-Law 28.3, an owner or occupier of a lot:

- (a) is responsible for transporting Waste from their lot to the shared waste receptacles situated on the Common Property ;
- (b) must ensure that Waste is not placed in the receptacles so as to cause any damage or mess or be a hazard, danger or obstruction to any person;
- (c) must ensure that any recycling is separated and prepared in accordance with the applicable recycling guidelines; and
- (d) 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 the thing was spilled.

- 28.3 Nothing in this By-Law 28 will operate to 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.

## 29. DRAINS AND WASTE PIPES

- 29.1 An owner or occupier must at all times keep and free all drains and waste pipes including grease traps in or leading from the lot at their own expense.

- 29.2 An owner or occupier will not use nor permit nor suffer to be used the lavatories toilets sinks drainage system and other plumbing facilities in a lot or the Common Property for the purposes other than those for which they were constructed or provided and will not deposit or permit to be deposited therein any sweepings rubbish or other matter

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and any damage or resulting damage thereto caused by misuse must be made good by the owner or occupier who will bear the costs of repairs and/or maintenance occasioned by blockages caused by depositing such material through the sewerage system in both the Land and the Building.

## **30. PROVISION OF AMENITIES OR SERVICES**

30.1 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).

30.2 If the Owners Corporation makes a resolution referred to in By-Law 30.1 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.

## **31. SOURCE OF LIGHT AND POWER**

31.1 An owner or occupier may not use any form of light power or heat other than generated by electrical current or gas supplied through meters except in the case of failure in the supply.

## **32. ALTERATIONS TO ELECTRICAL INSTALLATIONS**

32.1 An owner or occupier will not make any alterations or additions to the electrical installations or wiring of a lot or install any electrical equipment on the lot which in any event overloads the cable switch-boards or sub-boards through which electricity is conveyed through the Building and all costs to rectify any damage arising from breaches of this By-Law will be borne by the offending owner or occupier.

## **33. PREMISES TO BE KEPT FREE OF PESTS**

33.1 An owner or occupier will take all reasonable precautions to keep the lot free of rodents vermin insects pests birds and animals and in the event of failing so to do will if so required by the Owners' Corporation but at the cost of the owner employ from time to time or periodically pest exterminators appointed by the Owners' Corporation.

## **34. AIR-CONDITIONING PLANT, LIFTS AND ELECTRIC DOORS**

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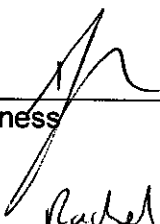
- 34.1 If the owner or occupier of a lot elects to install a ceiling mounted air conditioner or air conditioning-unit into the lot, the owner or occupier must obtain the prior written consent of the Owner's Corporation which consent will include approval for the design and supplier of any air-conditioner or air conditioning-system.
- 34.2 No air conditioning window units are permitted.
- 34.3 Each owner or occupier of a lot which has the benefit of a ceiling mounted air-conditioning unit must, if and when necessary, maintain, repair and replace, at their sole cost, the ceiling mounted air-conditioning unit associated with the air-conditioning system servicing their lot.
- 34.4 By-Law 34.3 applies notwithstanding that any part of such ceiling mounted air-conditioning unit may be wholly or partly located on Common Property and the owner or occupier of the lot which is serviced by such a unit will have an exclusive right to use that unit.
- 34.5 The Owners Corporation may attend to any necessary maintenance, repair or replacement work with regard to any air-conditioning plant and/or equipment located on Common Property and will be entitled to require reimbursement of the cost of such work from the owner or occupier of any lot.
- 34.6 All costs to rectify any damage arising from a breach of this By-Law whether caused intentionally or otherwise will be borne by the offending owner or occupier.
- 35. FURNITURE AND FITTINGS**
- 35.1 All Furniture and Fittings must, at all times, be situated on Common Property for use by any owner, occupier or employee, invitee or customer of an owner or occupier.
- 35.2 An owner or occupier of a lot may not move any of the Furniture and Fittings, other than in an emergency, without the written consent of the Owner's Corporation.
- 35.3 All Furniture and Fittings must be used only in the manner for which they were designed.
- 35.4 The Owner's Corporation may require reimbursement from an owner or occupier of the cost of repair or replacement of any Furniture and Fittings resulting from damage caused by that owner or occupier or an employee, invitee or customer of that owner or occupier in breach of By-Law 35.3.
- 36. SMOKING**
- 36.1 The Owners Corporation directs that in the interest of public safety, health and fire services that smoking of any form of tobacco or like substance is not permitted in the Building.

SP75963

Signed by )  
Lachlan Robert Paterson )  
as the attorney of )  
W PROJECTS (No. 24) PTY )  
LIMITED )  
under power of attorney )  
Registered Book 4438 No. 651 )  
in the presence of: )



Witness



Rachel Greyson  
(print name)  
419, 55 Hunter St  
Sydney

Attorney

By signing as attorney the  
attorney states that he has  
not received notice of  
revocation of the power of  
attorney

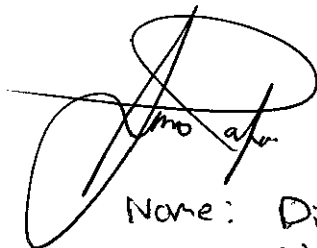
Executed by Mortgagee



Signatory: David Jackson

Signed at Sydney the 12<sup>th</sup> day of  
December 2005 For Commonwealth  
Bank of Australia A.C.N. 123 123 124 by its  
duly appointed Attorney under Power of  
Attorney Book 4418 No. 141

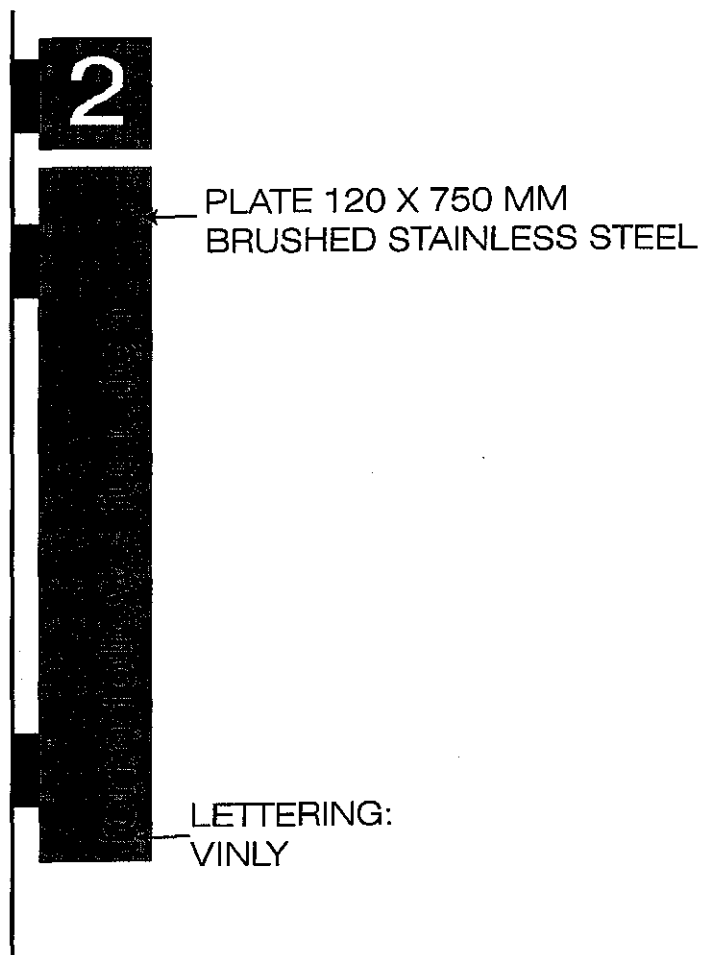
Witness



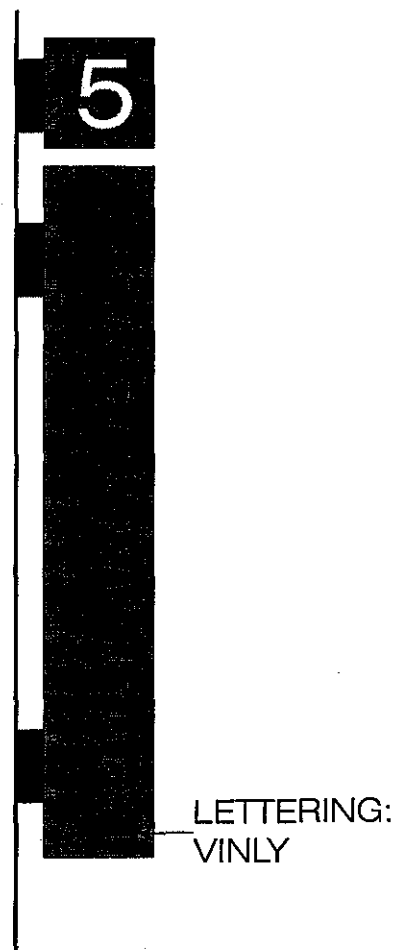
Name: Dino Papas  
Corner Pitt Street &  
Maxim Place  
Sydney

Annexure 'A'

# SP75963



EXAMPLE 1



EXAMPLE 2



REGISTERED  NW 09.01.2006

### DIRECTORY BOARD

LETTERING - S/S - LASER CUT - 80 MM HIGH  
50 MM FORWARD OF TIMBER FACE

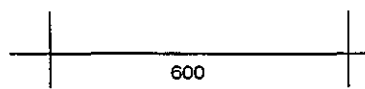
RECYCLED TIMBER BEAM

LEVEL 1		LEVEL 2		LEVEL 3		LEVEL 4	
1:		1:		1:		1:	
2:		2:		2:		2:	
3:		3:		3:		3:	
4:		4:		4:		4:	
5:		5:		5:		5:	
6:		6:		6:		6:	
7:		7:		7:		7:	
8:		8:		8:		8:	
9:		9:		9:		9:	
10:		10:		10:		10:	

SP75963

BUSINESS NAME

BRUSHED STAINLESS STEEL PANELS  
45 MM x 600 MM



BUSINESS NAME  
VINYL : 3M CAST VINYL  
BLACK - 12

FONT : DIN REGULAR  
CAPITALS ONLY  
15 MM HIGH  
RANGED LEFT  
CENTERED VERTICALLY ON S/S PANEL

*Annexure 'B'*