

Approved Form 27

BY-LAWS OF STRATA PLAN 87506 (KNOWN AS "AZURE")

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1 About the by-laws

1.1 Purpose of the by-laws

The by-laws regulate the day-to-day management and operation of the Building. They are an essential document for the Owners Corporation and everyone who owns or occupies an Apartment.

1.2 Who must comply with the by-laws?

Owners and Occupiers must comply with the by-laws. The Owners Corporation must comply with the by-laws.

2 Exclusive Use By-Laws

2.1 Purpose of the Exclusive Use By-Laws

To more fairly apportion the costs for maintaining, repairing and replacing Common Property, the Exclusive Use By-Law make Owners responsible for the Common Property which they exclusively use or have the benefit of.

2.2 Interpreting this By-Law and any Exclusive Use By-Laws

In this By-Law and any Exclusive Use By-Law, "you" means an Owner who has the benefit of an Exclusive Use By-Law.

2.3 How to change an Exclusive Use By-Law

The Owners Corporation may, by special resolution:

- (a) create, amend or cancel an Exclusive Use By-Law with the written consent of each Owner who benefits (or will benefit) from the Exclusive Use By-Law; and
- (b) amend or cancel this by-law only with the written consent of each Owner who benefits from an Exclusive Use By-Law.

2.4 Occupiers may exercise rights

You may allow another Owner or an Occupier to exercise your rights under an Exclusive Use By-Law. However, you remain responsible to the Owners Corporation and, where appropriate, Government Agencies to comply with your obligations under the Exclusive Use By-Law.

2.5 Regular accounts for your costs

If you are required under an Exclusive Use By-Law to contribute towards the costs of the Owners Corporation, the Owners Corporation must give you

regular accounts of the amounts you owe. The Owners Corporation may:

- (a) include those amounts in notices for your administrative fund or sinking fund contributions; and
- (b) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

2.6 Repairing damage

You must repair damage you cause (or someone acting on your behalf causes) to Common Property or the property of another Owner or Occupier when exercising your rights or complying with your obligations under an Exclusive Use By-Law.

2.7 Indemnities

You indemnify the Owners Corporation against all claims and liability caused by exercising your rights or complying with your obligations under an Exclusive Use By-Law.

2.8 Additional insurances

In addition to your obligations under by-law 19 (Insurance premiums), you must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising your rights or performing your obligations under an Exclusive Use By-Law.

3 Your behaviour

3.1 What are your general obligations?

You must not:

- (a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of an Apartment, Commercial Lot or Common Property by another Owner or Occupier; or
- (b) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors; or
- (c) smoke cigarettes, cigars or pipes while you are on Common Property or allow smoke from them to enter Common Property; or
- (d) obstruct the legal use of Common Property; or
- (e) do anything in the Building which is illegal; or
- (f) do anything which might damage the good reputation of the Owners Corporation or the Building,

unless you have obtained the approval of the Council or the Owners Corporation.

3.2 Complying with the law

You must comply on time and at your cost with all laws relating to:

- (a) your Apartment or your Commercial Lot; and
- (b) the use of your Apartment or your Commercial Lot; and
- (c) Common Property to which you have a licence, lease or a right to use under an Exclusive Use By-Law.

The laws with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of Government Agencies.

4 You are responsible for others

4.1 What are your obligations?

You must

- (a) take all reasonable actions to ensure your visitors comply with the by-laws; and
- (b) make your visitors leave the Building if they do not comply with the by-laws; and
- (c) take reasonable care about who you invite into the Building; and
- (d) accompany your visitors at all times, except when they are entering or leaving the Building.

You must not allow another person to do anything which you cannot do under the by-laws.

4.2 Requirements if you lease your Apartment or Commercial Lot

If you lease or licence your Apartment or Commercial Lot, you must:

- (a) provide your tenant or licensee with an up-to-date copy of the by-laws; and
- (b) ensure that your tenant or licensee and their visitors comply with the by-laws; and

- (c) take all action available to you, including action under the lease or licence agreement, to make them comply or leave the Building.

5 Your obligations

5.1 General obligations

You must:

- (a) keep your Apartment or Commercial Lot clean and tidy and in good repair and condition; and
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws which service your Apartment or Commercial Lot (whether or not you made the installation or alteration); and
- (c) notify the Owners Corporation if you change the existing use of your Apartment or Commercial Lot in a way which may affect its insurance policies or premiums; and
- (d) at your expense, comply with all laws about your Apartment or Commercial Lot, including requirements of Government Agencies.

5.2 When will you need consent from the Owners Corporation?

5.2.1 Subject to the by-laws, if you are an Owner or Occupier of an Apartment, you must have consent from the Owners Corporation to:

- (a) carry out Building Works; or
- (b) keep anything in your Apartment which is visible from outside the Apartment and is not in keeping with the appearance of the Building; or
- (c) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your Apartment if they are visible from outside your Apartment or the Building; or
- (d) install an intruder alarm with an audible signal; or
- (e) attach or hang an aerial or wires outside your Apartment or the Building.

5.2.2 If you are an Owner or Occupier of Commercial Lot, you must have consent from the Owners Corporation if you propose to do any Building Works that may affect any part of common property for which you have neither exclusive use nor special privilege to use.

5.3 Floor coverings

If you an Owner of an Apartment, you must keep the floors in your Apartment covered or treated to stop the transmission of noise which might unreasonably disturb another Owner or Occupier.

5.4 Changing floor coverings

If you an Owner of an Apartment, you must have consent from the Owners Corporation to remove or interfere with floor coverings or treatments in your Apartment which assist to prevent the transmission of noise which might unreasonably disturb another Owner or Occupier.

5.5 Window tinting

If you an Owner of an Apartment, you must have consent from the Owners Corporation to affix window tinting or other treatments to windows and glass doors in your Apartment.

5.6 Window coverings

If you an Owner of an Apartment, the colour of the backing of curtains or other window coverings in your Apartment must be off-white or another colour approved by the Owners Corporation or the Community Association.

5.7 Cleaning windows

Subject to by-law 5.8 (Rights of the Owners Corporation to clean windows), you must clean the glass in windows and doors of your Apartment or Commercial Lot (even if they are Common Property). However, you do not have to clean the glass in windows or doors that you cannot access safely.

5.8 Rights of the Owners Corporation to clean windows

The Owners Corporation may resolve to clean the glass in some or all of the windows and doors in the Building. If the Owners Corporation resolves to clean glass in your Apartment, you are excused from your obligations under by-law 5.7 (Cleaning windows) for the period the Owners Corporation resolves to clean the glass.

5.9 Drying your laundry

You must not hang laundry, bedding or other articles on the Balcony of your Apartment or in an area that is visible from outside your Apartment.

6 The Balcony of your Apartment

6.1 What may you keep on a Balcony?

You may keep pot plants, landscaping, occasional furniture and outdoor

recreational equipment on the Balcony of your Apartment if:

- (a) it is a type approved by the Owners Corporation; or
- (b) it is a standard commensurate with the standard of the Building; or
- (c) it will not (or is not likely to) cause damage; or
- (d) it is not (or is not likely to become) dangerous.

6.2 Access to Balconies

To enable the Owners Corporation to inspect, repair or replace Common Property, you must allow the Owners Corporation access to your Balcony at all reasonable times, with or without tools and equipment.

6.3 Removing items from a Balcony

To enable the Owners Corporation to inspect, repair or replace Common Property, the Owners Corporation may require you, at your cost, to temporarily remove and store items from the Balcony of your Apartment that are not Common Property.

6.4 Enclosing a Balcony

Subject to the Strata Management Statement, you must have consent from the Owners Corporation and Government Agencies to enclose the Balcony of your Apartment.

7 **Barbeques**

7.1 Storing and operating a barbeque

You may store and operate a portable barbeque on the Balcony of your Lot if:

- (a) it is a type permitted under this by-law 7; and
- (b) it will not (or is not likely to) cause damage or injury; and
- (c) you keep it covered when your are not operating it; and
- (d) you keep it clean and tidy.

7.2 Permitted barbecues

The types of barbecues permitted are:

- (a) a covered kettle style portable barbeque; or
- (b) a covered gas or electric portable barbeque; or
- (c) any other type approved by the Community Association.

Solid fuel burning barbecues are prohibited.

7.3 Hours of operation

You may operate a barbecue only during the hours of 9.00 am and 10.00 pm (or during other hours approved by the Owners Corporation).

7.4 No nuisance

If you use a portable barbecue on the Balcony of your Lot, you must not create smoke, odours or noise which interfere unreasonably with another owner or occupier.

7.5 Commercial Lot

For the avoidance of doubt, this By-Law 7 does not apply to Commercial Lot.

8 Keeping an animal

8.1 What animals may you keep?

- (a) If you are the owner or occupier of an Apartment, you must not keep an animal in your Apartment other than;
 - (i) goldfish or other fish in an indoor aquarium;
 - (ii) canaries, budgerigars or similar birds kept indoors at all times;
 - (iii) one domestic cat or one small or medium size dog; and
 - (iv) a guide dog or a hearing dog if you need the dog because you are visually or hearing impaired.
- (b) If you keep an animal in an Apartment under this by-law, the Owners Corporation has the right at any time to order you to remove the animal if it becomes offensive, noisy or a nuisance.
- (c) If you are the owner or occupier of Commercial Lot, you must not keep an animal in the Commercial Lot unless the use of premises approved or consented by the local council is veterinary clinic, pet shop or such other business related to animals or services provided to animals.

8.2 What are your obligations?

- (a) If you keep an animal under this by-law, you must keep the animal in your Lot and not let it wander onto Community Property, Common Property or another Lot.
- (b) If you have to take your animal onto Common Property (e.g. to transport it out of the Building) you must restrain the animal (e.g. by leash or pet cage) and control it at all times.

- (c) If you keep an animal under this by-law, you are responsible:
 - (i) to other owners, occupiers and persons lawfully using Common Property for:
 - (A) noise your animal makes which causes unreasonably disturbance; and
 - (B) damage to or loss of property or injury to any person caused by your animal; and
 - (ii) to clean up after your animal.
- (d) You must not allow your visitors to bring animals into the Building unless they are guide dogs or hearing dogs. However, this by-law does not prevent any visitors from bringing animals the Commercial Lot if the owner or occupier of the Commercial Lot has obtained local council's approval or consent to operate a veterinary clinic, pet shop or such other business related to animals or services provided to animals at the Commercial Lot.

8.3 Dogs

The Owners Corporation will not give you consent to keep the following dogs in an Apartment:

- (a) a larger size dog;
- (b) a dog that is vicious, aggressive, noisy or difficult to control;
- (c) a dog that is not registered under the Companion Animals Act 1998 (NSW) or
- (d) a dangerous or nuisance dog under the Companion Animals Act 1998 (NSW).

8.4 Conditions for keeping an animal in an Apartment

The Owners Corporation may make conditions if it gives you consent to keep an animal in your Apartment.

8.5 Orders to remove your animal from your Apartment

The Owners Corporation has the right at any time to order you to remove your animal from your Apartment if:

- (a) it becomes offensive, vicious, aggressive, noisy or a nuisance;
- (b) you breach a condition made by the Owners Corporation when it gave

you consent to keep the animal in your Apartment;

- (c) your dog is a dangerous or nuisance dog under the Companion Animals Act 1998 (NSW); or
- (d) your dog is not registered under the Companion Animals Act 1998 (NSW).

8.6 Responsibility for animal

You are responsible for:

- (a) any noise your animal makes which causes unreasonable disturbance to other Owners and Occupiers;
- (b) damage to or loss of property or injury to any person caused by your animal; and
- (c) cleaning up after your animal.

8.7 Notice to Owners Corporation

In addition to its powers under the Management Act, the Owners Corporation has the power to issue you with a written notice if your animal continues to defecate on:

- (a) another Apartment; or
- (b) Common Property,

after a warning has been given to you by the Owners Corporation.

8.8 Non-compliance with Notice

In addition to its powers under the Management Act, the Owners Corporation has the power to order you to permanently remove your animal from the Building if you fail to comply with the notice.

8.9 Your visitors

You must not allow a visitor to bring an animal into the Building unless:

- (a) the animal is a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability and your visitor needs the dog or other animal because of a visual disability, a hearing disability or any other disability; or
- (b) it is a type of animal permitted according to by-law 8.1 ("What animals may you keep") and the animal is kept under your control and

supervision; or

- (c) the animal is intended to be brought to the Commercial Lot and you have obtained local council's approval or consent to operate a veterinary clinic, pet shop or such other business related to animals or services provided to animals at the Commercial Lot.

9 Erecting a sign

9.1 Your obligations

You must not erect a sign in your Apartment or on Common Property.

9.2 The Developer

The Developer has the special privilege to erect and display "For Sale" or "For Lease signs on Common Property or in an Apartment which you do not own.

9.3 Commercial Occupier

- (a) The Commercial Occupier is permitted to erect, fix or place signs within the Commercial Lot for the purpose of its business operation without seeking the Owners Corporation's prior approval.
- (b) The Commercial Occupier is further permitted to fix, attach, place or erect signs to the Common Property adjacent to the Commercial Lot's entry terrace for the purpose of its business operation without seeking the Owners Corporation's prior approval.
- (c) The Commercial Occupier has the special privilege to fix, attach or place signs to and/or in such other ways decorate the external walls and windows of the Common Property between the Commercial Lot and Nina Gray Avenue or Shoreline Drive (the "Commercial Signage Area") to advertise the business being conducted within the Commercial Lot, provided that:
 - (i) prior consent/approval, if required, has been obtained from the local council, and
 - (ii) the Commercial Occupier, at its own cost, removes all signs fixed to the Commercial Signage Area and reinstate the condition of all affected areas and items of common property immediately after the Commercial Occupier ceases to trade from Commercial Lot.
- (d) In the event that the local council's prior approval/consent is required in relation to fixing signs to the Commercial Signage Area or any part thereof, the Owners Corporation must use its reasonable endeavours to cooperate by signing and returning required documents requested by the Commercial Occupier.

10 Moving and delivering furniture and goods

10.1 What are your obligations?

You must:

- (a) make arrangements with your Owners Corporation at least 48 hours before you move furniture and or other large articles through the Strata Scheme;
- (b) use the lift nominated by the Owners Corporation (with protective wall blankets fitted) to move furniture or other large items;
- (c) move furniture and other large articles through the Strata Scheme according to the instructions of the Owners Corporation; and
- (d) comply with the reasonable requirements of the Owners Corporation

10.2 Role of the Building Manager

The Owners Corporation may appoint the Building Manager to assist it to perform its functions under this by-law. If this happens, you must:

- (a) make arrangements with the Building Manager when you move in or out of the Building; and
- (b) comply with the reasonable requirements of the Building Manager when you take deliveries or move furniture or goods through the Building.

10.3 Commercial Lot

This By-Law 10 does not apply to the Commercial Lot.

11 How to dispose of your garbage

11.1 General requirements

Subject to the by-laws, you must not deposit or leave garbage or recyclable materials:

- (a) on Common Property (other than in the Garbage Room or a garbage chute according to this by-law); or
- (b) in an area of your Apartment which is visible from outside your Apartment (e.g. on the Balcony of your Apartment).

11.2 Your obligations

- (a) Owners and occupiers of Apartments must:
 - (i) if there is a garbage chute, drain and securely wrap their

household garbage before they put it in the Common Property garbage chute of their level of the Strata Scheme;

- (ii) leave their other garbage and recyclable materials in the area designated by their Owners Corporation in the Garbage Room in the Strata Scheme;
 - (iii) drain and clean bottles and make sure they are not broken before putting them in the Garbage Room; and
 - (iv) at the cost of the owner or occupier, arrange for their large articles of garbage, recyclable materials or liquids that are poisonous, dangerous to the environment or do not fit in a garbage bin or a garbage chute (e.g. packing boxes) to be removed from the Building.
- (b) Owners and occupiers of Apartments must not place the following items in a Common Property garbage chute:
- (i) bottles or glass;
 - (ii) liquids;
 - (iii) items that weigh more than 2.5 kilograms; or
 - (iv) boxes or large items that might block the garbage chute.

11.3 Commercial Occupier

(a) The Commercial Occupier must remove its own trade waste and other garbage created from its business at its own cost and must not use the garbage bins designated for residential occupiers' use.

(b) In the event any charges, expenses, penalties, or levies are charged to the Owners Corporation or any cost is incurred to the Owners Corporation solely in connection with the removal of Commercial Occupier's trade waste or other garbage, the Owners Corporation is entitled to recover such monies from the Commercial Occupier.

12 Carrying out Building Works

12.1 When do you need consent?

Subject to the by-laws, you must have consent from the Owners Corporation to carry out Building Works.

12.2 When is consent not necessary?

You do not need consent from the Owners Corporation under this by-law to:

- (a) if you are the Developer erect a "For Sale" or "For Lease" sign

according to by-law 9.2 (The Developer); or

- (b) alter or remove an Inter-Tenancy Wall according to by-law 13 (Inter-Tenancy Walls); or
- (c) carry out Building Works which you are entitled to carry out under an Exclusive Use By-Law or a by-law granting you special privilege to use certain areas or items of the Common Property; or
- (d) carrying out Building Works within the Commercial Lot, provided that such works have been approved or consented by the local council, if required, prior to its commencement.

However, in relation to Building Works under By-Law 12.2(b), (c) and (d), you must comply with by-laws 12.3 (Procedures before you carry out Building Works), 12.8 (Arrangements to do the work) and 12.9 (Procedures when you carry out Building Works).

12.3 Procedures before you carry out Building Works

Before you carry out Building Works, you must:

- (a) obtain necessary consents from the Owners Corporation and Government Agencies; and
- (b) find out where service lines and pipes are located; and
- (c) obtain consent from the Owners Corporation if you propose to interfere with or interrupt services; and
- (d) if you do not need consent to carry out the Building Works, give the Owners Corporation a written notice describing what you propose to do. You must give the notice at least 14 days before you start the Building Works.

12.4 How to apply for consent

You must make a written application to your Owners Corporation for consent under this by-law. Your application must:

- (a) include enough information to give the Owners Corporation a clear understanding of
- (b) include plans and specifications according to this by-law; and
- (c) clearly identify how the proposed Building Works comply with the theme of Azure.

12.5 Requests for further information

- (a) The Owners Corporation may request you to supply plans, specifications and further information about your application.
- (b) You must supply all information requested by the Owners Corporation in a reasonable time.
- (c) The Owners Corporation may refuse your application if you do not supply the information in a reasonable time.

12.6 Criteria for deciding an application

For applications under this by-law, the Owners Corporation must consider the information in the application and:

- (a) the theme of Azure;
- (b) the suitability and quality of the proposed Building Works;
- (c) the by-laws for the Owners Corporation; and
- (d) the Rules.

12.7 The consent process

- (a) The Owners Corporation may make conditions if it gives you consent under this by-law. You must comply with the conditions.
- (b) The Owners Corporation must:
 - (i) make a decision about your application within one month after receiving your application (unless you and the Owners Corporation agree otherwise); and
 - (ii) immediately advise you in writing of its decision and any conditions that apply to its decision.

12.8 Arrangements to do the work

- (a) Before you carry out Building Works (including Building Works for which you do not require consent from the Owners Corporation), you must:
 - (i) arrange with the Owners Corporation a suitable time and means by which to access your Strata Scheme to carry out the works;
 - (ii) comply with the reasonable requirements of your Owners Corporation about the time and means by which you must access your Strata Scheme to carry out the works: and

- (iii) ensure that contractors and any persons involved in carrying out the works comply with the reasonable requirements of the Owners Corporation about the times and means by which they must access your Strata Scheme to carry out the works.
- (b) in addition to its powers under the Strata Act, an Owners Corporation has the power to appoint another person to perform its functions under by-law 12.8(a). If this happens, you must make your arrangements with that person and comply with their reasonable requirements.

12.9 Procedures when you carry out Building Works

If you carry out Building Works, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation and
- (b) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and
- (c) repair any damage you (or persons carrying out the Building Works for you) cause to Common Property or the property of another Owner or Occupier.

12.10 If you wish apply for local council's approval or consent for works that are proposed to be carried out under By-law 12.2 and such application requires Owners Corporation's signing or seal, you may forward such documentation to the Owners Corporation for their execution. The Owners Corporation must use reasonable endeavours to cooperate by signing and returning such documents to you in a timely manner.

13 Inter-Tenancy Walls

13.1 When you may alter or remove an Inter-Tenancy Wall

Subject to this by-law, you may alter or remove an Inter-Tenancy Wall if:

- (a) you own the Apartments separated by the Inter-Tenancy Wall or you have the consent of the owner of the adjoining Apartment; and
- (b) it is not a structural wall; and
- (c) before you carry out the work, you provide the Owners Corporation with a certificate from a qualified structural engineer reasonably acceptable to the Owners Corporation certifying that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect Common Property or other Apartments (including services to those Apartments); and

- (d) you comply with the procedures in this by-law.

Otherwise, you must have the consent of the Owners Corporation to alter or remove an Inter-Tenancy Wall.

13.2 What consents are necessary?

You do not need consent from the Owners Corporation to alter or remove an Inter-Tenancy Wall provided that you comply with the requirements of by-law 13.1 (When you may alter or remove an Inter-Tenancy Wall). However, you must obtain all necessary consents from Council and Government Agencies before you alter or remove an Inter-Tenancy Wall.

13.3 What are the conditions for carrying out the work?

It is a condition of you altering or removing an Inter-Tenancy Wall that you:

- (a) carry out the work in the method certified by the structural engineer under by-law 15.1 (When you may alter or remove an Inter-Tenancy Wall); and
- (b) if appropriate, comply with section 14 of the Development Act and lodge any necessary building alteration plan with the Registrar-General; and
- (c) comply with by-laws 12.3 (Procedures before you carry out Building Works), 12.8 (Arrangements to do the work) and 12.9 (Procedures when you carry out Building Works); and
- (d) acknowledge for yourself and future Owners of your Apartment that the Owners Corporation does not have to reinstate the Inter-Tenancy Wall.

14 Agreement with the Building Manager

14.1 Purpose of the agreement

The Owners Corporation has the power to appoint and enter into agreements with a Building Manager to provide management and operational services for the Building.

14.2 Initial Period

The Owners Corporation may enter into agreements with a Building Manager during the Initial Period.

14.3 Delegation of functions

The Owners Corporation cannot delegate its functions or the functions of the

Executive Committee to a Building Manager.

14.4 Agreement during the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with a Building Manager during the Initial Period:

- (a) the term of the agreement must not exceed the date of the first annual general meeting of the Owners Corporation (or other minimum period permitted by law); and
- (b) the Owners Corporation may agree to pay the Building Manager a market related fee for performing the duties under the agreement, as well as a fee for initial set up costs incurred by the Building Manager that will be payable if the Building Manager is not appointed by the Owners Corporation at the first annual general meeting.

14.5 Agreements after the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with a Building Manager after the Initial Period:

- (a) the term of the agreement may be for the period agreed by the Owners Corporation which in each case shall not exceed the period permitted by law; and
- (b) the remuneration of the Building Manager under the agreement may be the amount agreed by the Owners Corporation.

14.6 What provisions must be included in an agreement?

An agreement between the Owners Corporation (in its own right) and a Building Manager must have provisions about:

- (a) the rights of the Owners Corporation to terminate the agreement early if the Building Manager does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of the Building Manager to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.

14.7 Duties of the Building Manager

The duties of a Building Manager under an agreement with the Owners Corporation (in its own right) may include:

- (a) caretaking, supervising and servicing Common Property; and

- (b) supervising cleaning and garbage removal services; and
- (c) supervising the repair, maintenance, renewal or replacement of Common Property; and
- (d) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property; and
- (e) co-ordinating the carrying out of Building Works; and
- (f) managing the Security Key system and providing Security Keys according to the by laws; and
- (g) providing services to the Owners Corporation, Owners and Occupiers; and
- (h) supervising employees and contractors of the Owners Corporation; and
- (i) supervising the Building generally; and
- (j) doing anything else that the Owners Corporation agrees is necessary for the operation and management of the Building.

15 Licences

15.1 Powers of the Owners Corporation

The Owners Corporation has the power to grant licences to Owners and Occupiers to use parts of Common Property. The Owners Corporation may exercise its powers under this by-law only by ordinary resolution at a general meeting.

15.2 What provisions may a licence include?

Licences the Owners Corporation grants under this by-law may include provisions about but need not be limited to:

- (a) payments under the licence; and
- (b) the term of the licence; and
- (c) the permitted uses of the licensed areas; and
- (d) the maximum number of persons allowed in the licensed area; and
- (e) insurances the licensee must effect; and
- (f) cleaning and maintaining the licensed area.

16 Car Park, Storage and Car Wash / Service Vehicle Bay

- 16.1** All parking spaces and storage within the Building are to be used by the Owners and Occupiers of the Building, or their visitors or utility vehicles servicing the Building and otherwise, by no other persons or entities.

16.2 You must not:

(1) grant any lease, sublease, licence or the like to any person or entity that is not an Owner or Occupier of an Apartment or Commercial Lot, for his/her use of the parking space and/or storage;

(2) cause or permit the car space and/or storage to be used for any unintended purpose;

(3) cause or permit any inflammatory, dangerous, poisonous, radioactive, or perishable items, or any other item(s) that may endanger others or interfere with other Occupiers' normal and proper use of their car space or storage, to be placed in your storage space or in a vehicle that is parking in your car space;

(4) park your own vehicle (including any vehicle used by yourself or under your control) in any parking space that is designated for visitors or in any common area that is not designated as a parking space; or

(5) wash your vehicle when it is parked in your car space.

16.3 Whenever a car wash / service vehicle bay, being one of the two car spaces marked "CWB" in the Strata Plan, is not occupied or used by a service vehicle, you may use that car wash / service vehicle bay during the hours nominated by the Owners Corporation and only for the purposes of washing a vehicle that belongs to you and for no other purpose. No vehicle is permitted to be parked and left unattended in a car wash / service vehicle bay. When using a car wash / service vehicle bay, you must:

(1) Move your vehicle away from the car wash / service vehicle bay if a service vehicle needs to be parked in the car wash / service vehicle bay, or if directed by a representative of the Owners Corporation;

(2) turn off all taps after using them;

(3) leave the car wash / service vehicle bay clean and tidy;

(4) use the water provided at the car wash / service vehicle bay for vehicle washing purposes only;

(5) have regard to the safety of pedestrians and traffic;

(6) not perform degreasing, engine washing or mechanical work at the car wash / service vehicle bay; and

(7) comply with any car washing guidelines provided by the Owners Corporation.

17 Bicycle Storage

17.1 Conditions for using the Bicycle Storage

(a) You and your visitors may use the Bicycle Storage. You must accompany your visitors when they use the Bicycle Storage.

- (b) You may use the Bicycle Storage at your own risk of loss of property and you must ensure that you securely lock your bicycle.
- (c) You must:
 - (i) comply with any Rules about the use of the Bicycle Storage;
 - (ii) only enter the Bicycle Storage for the purposes of storing or retrieving your bicycle;
 - (iii) store your bicycle in a neat and orderly fashion, using the bicycle storage equipment provided by the Owners Corporation;
 - (iv) make sure that an adult exercising effective control accompanies children under twelve years old who are in your care when the children are in the Bicycle Storage; and
 - (v) be adequately clothed when you are in the Bicycle Storage.
- (d) You must not:
 - (i) interfere with bicycles other than your own bicycle;
 - (ii) bring glass objects, drinking glasses or sharp objects into the Bicycle Storage; or
 - (iii) do anything that might be dangerous while you are in the Bicycle Storage.

17.2 Maintaining and paying for the Bicycle Storage

The Owners Corporation must maintain, repair and, where necessary, replace the Bicycle Storage.

17.3 Security and access

The Owners Corporation may lock or secure the Bicycle Storage by Security Key. The Owners Corporation must give you a Security Key to the Bicycle Storage and may charge a fee for additional or replacement Security Keys

18 Exclusive use of Common Property Facilities

18.1 Exclusive Use By-Law

This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Apartment listed in the table in By-law 18.3 who has the exclusive use

of certain Common Property Facilities. By-law 2 (Exclusive Use By-Laws) applies to this Exclusive Use By-Law.

18.2 Interpreting this Exclusive Use By-Law

In this Exclusive Use By-Law 'you' means the Owner of an Apartment who has exclusive use and special privileges of Common Property Facilities.

18.3 Exclusive use and special privilege rights

The Owners and Occupiers of the Apartments in column 2 of the following table have:

- (e) exclusive use of the Common Property Facilities in column 3 of the same row of the table that are located in the Building referred to in column 1 of the same row of the table; and
- (f) the special privilege to use the Common Property Facilities in their building according to this Exclusive Use By-Law.

Column 1 Building	Column 2 Apartments	Column 3 Common Property Facilities
Azure Residence	Lots 1 to 38 and Lots 148 and 159	Lobby, corridors and lifts
Azure North	Lots 39 to 44	Lobby, corridors and lifts
Azure Apartments	Lots 45 to 135 and Lot 160	Lobby, corridors and lifts
Azure Terraces	Lots 136 to 147	Lobby, corridors and lifts

The locations of the Common Property Facilities are shown on the Strata Plan.

18.4 What are your obligations?

- (a) You must provide the Owners Corporation with access to your Common Property Facilities to enable the Owners Corporation to comply with its obligations under the Management Act and the by-laws; and
- (b) The Owners in each of Azure Residence and Azure Apartments are responsible for the cost, in relation to their respective building, of:
 - (i) cleaning Common Property Facilities; and
 - (ii) maintaining, repairing and replacing Common Property Facilities.

18.5 Payment of costs

- (a) Each Owner of an Apartment in Azure Residence must pay the costs of the Owners Corporation under this Exclusive Use By-Law relating to Common Property Facilities in Azure Residence in shares proportional to the unit entitlement of their Lot in relation to the total unit entitlements of all Apartments in Azure Residence.
- (b) Each Owner of an Apartment in Azure Apartments must pay the costs of the Owners Corporation under this Exclusive Use By-Law relating to Common Property Facilities in Azure Apartments in shares proportional to the unit entitlement of their Lot in relation to the total unit entitlements of all Apartments in Azure Apartments.

19 Exclusive use of Exhaust System and Grease Trap Services

19.1 This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of the Commercial Lot. The Owner and Occupier of the Commercial Lot have the exclusive use of the entire Exhaust System and Grease Trap Services and reasonable access over the Common Property to the Exhaust System and Grease Trap Services. By-law 2 (Exclusive Use By-Laws) applies to this Exclusive Use By-Law.

19.2 Obligations Relating to Exhaust System and Grease Trap Services

The Owner and Occupier of the Commercial Lot must:

- (a) maintain, clean and repair the Exhaust System and Grease Trap Services in a proper and workmanlike manner at its own cost;
- (b) use Exhaust System and Grease Trap Services only for lawful and intended purposes; and
- (c) allow the Owners Corporation to inspect the condition of the Exhaust System and Grease Trap Services upon reasonable prior written notice.

20 Air-conditioning Units

20.1 Exclusive Use By-Law

This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Apartment or Commercial Lot whose air-conditioning unit is located on the Common Property. By-law 2 (Exclusive Use By-Laws) applies to this Exclusive Use By-Law.

20.2 Air-conditioning for Apartments or Commercial Lot

There is a separate Air Conditioning Unit for each Apartment or Commercial Lot. Air Conditioning Units are part of the Apartment or Commercial Lot that is

serviced by each respective Air Conditioning Unit and are not Common Property but may be maintained, repaired and replaced by the Owners Corporation if so determined by the Owners Corporation.

20.3 Exclusive use rights

Each Owner of an Apartment or Commercial Lot has exclusive use of the part of the Common Property in which the Air Conditioning Unit that exclusively services their Apartment or Commercial Lot (or any part of such Air Conditioning Unit) is situated.

20.4 Interpreting this by-law

In this Exclusive Use By-Law, 'you" means the Owner of an Apartment or Commercial Lot.

20.5 What are your obligations?

- (a) You must, at your cost operate, maintain, repair and, where necessary, replace the Air Conditioning Unit which exclusively services your Apartment or Commercial Lot:
 - (i) in a proper and safe manner at all times; and
 - (ii) according to the requirements of Government Agencies about airconditioning services; and
 - (iii) using contractors approved by the Owners Corporation to maintain, repair and replace the Air Conditioning Unit which exclusively services your Apartment or Commercial Lot.
- (b) If the condenser unit or any other component of your Air Conditioning Unit is on part of the Common Property that is not generally accessible, you must request the Owners Corporation to arrange the maintenance or repair of your condenser unit at your cost.

20.6 Paying for air conditioning services

If the Owners Corporation incurs costs in connection with the maintenance, repair or replacement of your Air Conditioning Unit, you must pay those costs. The Owners Corporation may:

- (a) include your costs in your administrative fund or sinking fund contributions; and
- (b) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

21 **Damage to Common Property**

21.1 What are your obligations?

Subject to the by-laws, you must:

- (a) use Common Property equipment only for its intended purpose; and
- (b) immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by you, your visitors or persons doing work or carrying out Building Works in the Building on your behalf.

21.2 When will you need consent from the Owners Corporation?

Subject to the by-laws, you must have consent from the Owners Corporation to:

- (a) interfere with or damage Common Property; or
- (b) remove anything from Common Property that belongs to the Owners Corporation or
- (c) interfere with the operation of Common Property equipment.

22 Insurance premiums

22.1 Consent from the Owners Corporation

You must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Owners Corporation.

22.2 Payments for increased premiums

If the Owners Corporation gives you consent under this by-law, it may make conditions that require you to reimburse the Owners Corporation for any increased premium. If you do not agree with the conditions, the Owners Corporation may refuse its consent.

23 Security at the Building

23.1 Rights and obligations of the Owners Corporation -

The Owners Corporation must take reasonable steps to:

- (a) stop intruders coming into the Building; and
- (b) prevent fires and other hazards.

23.2 Installation of security equipment

Subject to this by-law, the Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of the Building.

23.3 Restricting access to Common Property

Subject to this by-law, the Owners Corporation has the power to:

- (a) close off or restrict by Security Key access to parts of Common Property that do not give access to an Apartment; and
- (b) restrict by Security Key your access to levels in the Building where you do not own or occupy an Apartment or have access to according to an Exclusive Use By-Law; and
- (c) allow security personnel to use part of Common Property to operate or monitor security of the Building. The Owners Corporation may exclude you from using these parts of Common Property.

23.4 What are your obligations?

You must not:

- (a) interfere with security cameras or surveillance equipment; or
- (b) do anything that might prejudice the security or safety of the Building.

You must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

23.5 Restrictions on exercising rights

When the Owners Corporation exercises rights under this by-law:

- (a) it must comply with the Strata Management Statement; and
- (b) it must not interfere with Shared Facilities.

24 Security Keys

24.1 Providing Owners and Occupiers with Security Keys

Subject to this by-law, the Owners Corporation may give you a Security Key if it restricts access to Common Property under by-law 23 (Security at the Building).

24.2 Fees for additional Security keys

The Owners Corporation may charge you a fee or bond if you require extra or

replacement Security Keys.

24.3 Who do Security Keys belong to?

Security Keys belong to the Owners Corporation.

24.4 Managing-the-Security-Key system

The Owners Corporation has the power to:

- (a) re-code Security Keys; and
- (b) require you to promptly return your Security Keys to the Owners Corporation to be re-coded; and
- (c) make agreements with another person to exercise its functions under this by-law and, in particular to manage the Security Key system. The agreement may have provisions requiring Owners to pay the other person an administration fee for the provision of Security Keys.

24.5 What are your obligations?

You must:

- (a) comply with the reasonable instructions of the Owners Corporation about Security keys and, in particular, instructions about re-coding and returning Security Keys; and
- (b) take all reasonable steps not to lose Security Keys; and
- (c) return Security Keys to the Owners Corporation if you do not need them or if you are no longer an Owner or Occupier; and
- (d) notify the Owners Corporation immediately if you lose a Security Key.

24.6 Some prohibitions

You must not:

- (a) copy a Security Key; or
- (b) give a Security Key to someone who is not an Owner or Occupier.

24.7 Procedures if you lease your Apartment

If you lease or licence your Apartment, you must include a requirement in the lease or licence that the Occupier return Security Keys to the Owners Corporation when they no longer occupy an Apartment,

25 Commercial Occupier

- 25.1 In the event the Commercial Occupier conducts or operates a retail business within the Commercial Lot, the Commercial Occupier is permitted to trade at the premises between 8 am and 10 pm ("Normal Business Hours").
- 25.2 In the event the Commercial Occupier conducting or operating a retail business within the Commercial Lot intends to trade outside of the Normal Business Hours, the Commercial Occupier must obtain the Owners Corporation's prior written consent, which may not be unreasonably withheld.
- 25.3 This by-law does not intend to restrict the trading hours of the Commercial Lot if the Commercial Occupier is operating a non-retail business, including but not limited to an office or medical practice, at the Commercial Lot or has obtained the local council or relevant government approval for any trading hours outside of the Normal Business Hours.

26 Serviced Apartments

- 26.1 This By-Law 26 only applies if all residential apartments (or the majority of these apartments) in Azure North (namely Lots 39 to 44)_are permitted by the local council to be used or occupied as serviced apartments.
- 26.2 The owners of the Serviced Apartments may, from time to time, jointly appoint a party to operate a serviced apartment business in Azure North, or operate such business by themselves.
- 26.3 The Serviced Apartment Operator and its agents, employees and contractors have the special privilege to occupy the common property on Levels 3 to 5 in Azure North for the purpose of their business operation.
- 26.4 The Serviced Apartment Operator has, for the purpose of its operation and at its own cost, the special privilege to do the following:
- (a) fixing, erecting, attaching or placing signs to the external walls, windows, entrance and/or roof of Azure North, provided prior consent/approval (if required) is obtained from the local council;
 - (b) decorating the external walls of Azure North;
 - (c) decorating the common property on Levels 3 to 5 of Azure North; and
 - (d) supply goods and/or services to its guests and invitees.

27 Rules

27.1 Powers of the Owners Corporation

The Owners Corporation has the power to make Rules about the security control, management, operation, use and enjoyment of the Building and, in particular, the use of Common Property.

27.2 Changing Rules

The Owners Corporation may add to or change the Rules at any time.

27.3 What are your obligations?

You must comply with the Rules.

27.4 What if a Rule is inconsistent with the by-laws?

If a Rule is inconsistent with the by-laws or the requirements of a Government Agency, the by-laws or requirements of the Government Agency prevail to the extent of the inconsistency.

27.5 What if a rule is inconsistent with the Strata Management Statement?

If a Rule is inconsistent with the Strata Management Statement, the Strata Management Statement prevails to the extent of the inconsistency.

27.6 What if a rule is inconsistent with the Community Management Statement?

If a Rule is inconsistent with the Strata Management Statement, the Community Management Statement prevails to the extent of the inconsistency.

28 How are consents given?

28.1 Who may give consent?

Unless a by-law states otherwise, consents under the by-laws may be given by:

- (a) the Owners Corporation at a general meeting; or
- (b) the Executive Committee at a meeting of the Executive Committee.

28.2 Conditions

The Owners Corporation or the Executive Committee may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.

28.3 Can consent be revoked?

The Owners Corporation or the Executive Committee may revoke their consent if you do not comply with;

- (a) conditions made by them when they gave you consent, or

(b) file by-law under which they gave you consent.

29 Failure to comply with by-laws

29.1 What can the Owners Corporation do?

The Owners Corporation may do anything on your Apartment that you should have done under the Management Act or the by-laws but which you have not done or, in the opinion of the Owners Corporation, have not done properly.

29.2 Procedures

The Owners Corporation must give you a written notice specifying when it will enter your Apartment to do the work. You must:

- (a) give the Owners Corporation (or persons authorised by it) access to your Apartment according to the notice and at your cost; and
- (b) pay the Owners Corporation for its costs for doing the work.

29.3 Recovering money

The Owners Corporation may recover any money you owe it under the by-laws as a debt,

30 Applications and complaints

You must make applications and complaints to the Owners Corporation in writing and address them to the Strata Manager.

31 Interpretation

31.1 Definitions

These meanings, in any font, apply unless the contrary intention appears:

Airconditioning Units include, without limitation:

- (a) Internal air handling units and equipment
- (b) cables, conduits, pipes, wires and ducts which are located in a lot or Common Property that exclusively service the Airconditioning Unit in an Apartment and
- (c) external airconditioning condenser units.

Apartment means a lot in the Building that is other than a Commercial Lot.

Azure Apartments means the part of the Building above the basement

carparking levels comprising Lots 45 to 135 and the Commercial Lot (Lot 160) in the Strata Plan and located on the western side of the Strata Parcel.

Azure Residence means the part of the Building above the basement carparking levels comprising Lots 1 to 38 and Lots 148 and 159 in the Strata Plan and located on the eastern side of the Strata Parcel.

Azure North means the part of the Building above the basement carparking levels comprising Lots 39 to 44 in the Strata Plan and located on the southern side of the Strata Parcel.

Azure Terraces means the part of the Building above the basement carparking levels comprising Lots 136 to 147 in the Strata Plan and located on the northern side of the Strata Parcel.

Balcony means a balcony, a terrace or a courtyard in an Apartment.

Bicycle Storage means the area marked "BS" in the Strata Plan.

Building means the improvements erected on the land comprised in the Strata Scheme SP87506, known as "Azure".

Building Manager means the building manager appointed by the Owners Corporation according to by-law 14 (Agreement with the Building Manager).

Building Works mean works, alterations, additions, damage, removal, repairs or replacement of: -

- (a) Common Property structures, including the Common Property walls, floor and ceiling enclosing your Apartment. Common Property walls include windows and doors in those walls; or
- (b) the structure of your Apartment; or
- (c) the internal walls inside your Apartment (eg a wall dividing two rooms in your
- (d) Common Property services; or
- (e) services in the Building, whether or not they are for the exclusive use of your Apartment.

Building Works exclude:

- (a) minor fit out works inside an Apartment; and
- (b) works or alterations to the interior of Common Property walls in an Apartment (eg hanging pictures or attaching items to those walls); and

- (c) works which you are entitled to carry out under an Exclusive Use By-Law.

Car wash / service vehicle bay means the area marked "CWB" in the Strata Plan.

Commercial Lot means Lot 160 in the Strata Plan which may be used for commercial or retail purposes, subject to local council approval.

Commercial Occupier means the owner and/or occupier of the Commercial Lot.

Common Property means Common Property in the Building and personal property of the Owners Corporation. For the purposes of the by-laws, Common Property does not include Shared Facilities.

Common Property Facilities means:

- (a) for Azure Residence, the Common Property foyer, corridors and lifts within Azure Residence;
- (b) for Azure North, the Common Property foyer, corridors and lifts within Azure North;
- (c) for Azure Apartments, the Common Property foyer, corridors and lifts within Azure Apartments; and
- (d) for Azure Terraces, the Common Property foyer, corridors and lifts within Azure Terraces.

Council means Canada Bay City Council.

Developer means Bridge Hill Developments Pty Limited (ACN 143 378 929).

Development Act means the Strata Schemes (Freehold Development) Act 1973 (NSW).

Executive Committee means the executive committee of the Owners Corporation.

Exclusive Use By-Law means by-laws granting Owners exclusive use and special privileges of Common Property according to division 4, chapter 2 in part 5 of the Management Act.

Exhaust System means the system comprising of kitchen exhaust machinery and equipment that are connected to Lot 160 including but not limited to filtration devices, ducting, piping that are not located within a Lot and which form a part of the Common Property.

Garbage Room means the garbage waste rooms and recycling waste rooms located in Azure Residence at basement level 2.

Grease Trap Services means the grease trap located on the Common Property and all pipes and connections to Lot 160, however exclude all items within a Lot 160 installed by an Owner or Occupier.

Government Agency means a governmental or semi-governmental administrative, fiscal or judicial department or entity.

Initial Period has the same meaning as it does in the Management Act,

Inter-Tenancy Wall means a Common Property wall between two Apartments.

Management Act means the Strata Schemes Management Act 1996 (NSW).

Occupier means the resident, occupier, lessee or licensee of an Apartment, or where the context allows or implies, occupier, lessee or licensee of the Commercial Lot.

Owner means:

- (a) the owner for the time being of an Apartment or Commercial Lot; and
- (b) if an Apartment is subdivided or resubdivided, the owners for the time being of the new Apartments; and
- (c) for an Exclusive Use By-Law, the owner(s) of the Apartment(s) benefiting from the by-law; and
- (d) a mortgagee in possession of an Apartment or Commercial Lot.

Owners Corporation means The Owners - Strata Plan No. SP87506, being the Owners Corporation for Azure.

Rules mean Rules made by the Owners Corporation according to by-law 25 (Rules).

Security Keys means a key, magnetic card or other device or information used in the Building to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems.

Serviced Apartment means an apartment located in Azure North that is permitted by the local council to be used as a serviced apartment.

Serviced Apartment Operator means the party who operates a serviced apartment business in Azure North pursuant to By-law 27.2.

Strata Manager means the person appointed by the Owners Corporation as its strata managing agent under section 27 of the Management Act. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owners Corporation.

Strata Plan means the strata plan SP87506.

Strata Scheme means the strata scheme constituted on registration of the Strata Plan.

You means the Owner or Occupier of an Apartment or Commercial Lot.

31.2 References to certain terms

Unless a contrary intention appears a reference in the by-laws to:

- (a) words that this by-law does not explain have the same meaning as they do in the Management Act; and
- (b) the word "you" means an Owner or Occupier; and
- (c) a by-law is a reference to the by-laws and Exclusive Use By-Laws under the Management Act which are in force for the Building; and
- (d) a document (including the by-laws) includes any amendment, addition or replacement of it; and
- (e) a law ordinance, code or other law includes regulations and other instrument under it and consolidations, amendments, re-enactments or replacements of them; and
- (f) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency; and
- (g) a particular person includes a reference to the person's executors administrators, successors, substitutes (including persons taking by novation) and assigns; and
- (h) The singular includes the plural and vice versa; and
- (i) the words "include", "including" "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

31.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for

convenience only and do not affect the interpretation of the by-laws.

31.4 Severability

If the whole or any part of a provision in the by-laws is void, unenforceable or illegal, then that provision or part provision is severed from the by-laws. The remaining by-laws have full force and effect unless the severance alters the basic nature of a by-law or is contrary to public policy.

31.5 Discretion in exercising rights

The Owners Corporation and the Executive Committee may exercise a right or remedy or give their consent in any way they consider appropriate (unless the by-laws expressly state otherwise).

31.6 Partial exercise of rights

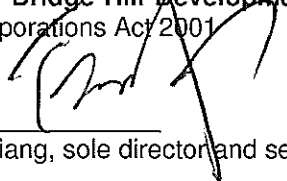
If the Owners Corporation, Executive Committee, an Owner or an Occupier do not fully exercise a right or remedy fully or at a given time, they may still exercise it later.

31.7 Remedies cumulative

The rights and remedies provided in the by-laws are in addition to other rights and remedies given by law independently of the by-laws.

EXECUTED as an agreement

Signed by **Bridge Hill Developments Pty Ltd ACN 143 378 929** pursuant to s127 of the Corporations Act 2001



Yicheng Jiang, sole director and secretary

Signed by _____ as attorney for **Commonwealth of Australia ACN 123 123 124** under power of attorney registered book _____ no _____

in the presence of:

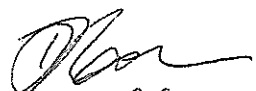
Witness .

Attorney

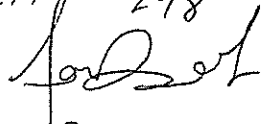
Name of Witness:

By executing this contract the attorney states that the attorney has received no notice of revocation of the power of attorney

Address of Witness


Bradley Marris
Relationship Executive

Signed at ~~Perth~~ ^{Perth} the 29th day of October 2012 For Commonwealth Bank of Australia A.C.N. 123 123 124 by its Duly appointed Attorney under Power of Attorney Book 4297 No. 298

Witness

ROBERT SALAMA