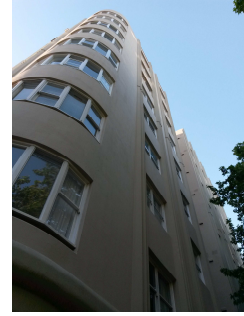


KANIMBLA HALL LTD

www.kanimblahall.com.au

ABN 80 000 042 179

BY-LAWS



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BY-LAW

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1 ADDRESS

19-29 Tusculum Street, Potts Point

(also known as 19 & 19A Tusculum Street, Potts Point)

2 BY-LAWS

For the good management of Kanimbla Hall (Building) as a high quality home unit building for the benefit of the Members and any other person entitled to the use of a unit pursuant to the Constitution, Kanimbla Hall Limited determined that these House Rules (hereinafter referred to as By-laws) and their appendices are made pursuant to Article 8(l) of the constitution of the Company. The Company requires all Members to observe the By-laws to ensure that Kanimbla Hall continues to be a premium quality building and a pleasant and enjoyable environment for Members, tenants and visitors. These by-laws have also been made with reference to the Strata Schemes Management Act (NSW) 1996 which, although not directly referable to a Company Title Home Units, provide a model for community living.

The PDF version hosted on the Company's web site www.kanimblahall.com.au, will be considered as the most current version and this will be the default for any position pertaining to those by-laws.

3 Noise

No occupier shall permit any noise emanating from any social gathering in the premises which interferes with other occupiers of the Building. At all times the noise level from televisions, sound systems or musical instruments must be kept to a level audible only within that Home Unit. Vacuum cleaners within Home Units may not be operated between the hours of 11.00 pm and 7.30 am. Occupiers and their visitors must enter and leave the Building quietly.

4 Vehicles

Not applicable.

5 Obstruction of common property

A Member or occupier must not obstruct lawful use of common property by any person, and any obstruction may be removed by the Company without notice or recourse.

6 Damage to lawns and plants on common property

A Member or occupier must not:

- a) damage, relocate, alter or remove any garden, tree, shrub, plant or flower and/or their containment 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 without the written consent of the Company.

7 Damage/alteration or addition to common property

A Member or occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any part of the common property without the prior approval in writing of the Board. This includes any additions such as cabling for pay TV (or similar), NBN, telephone/internet or electricity. In the event that such amendments are made without prior consent of the Board, the Member shall be wholly liable for all costs to make good the impact.

- a) All common areas must be treated with care and respect. Any occupier, who dirties or makes a mess in a common area, must clean it up. This obligation also extends to any dirt or rubbish left in common areas of the Building by an occupier's tradespersons, removalists, delivery persons or visitors. At the end of each business day (05.00pm), the Company reserves the right to make good any dirt or mess, and a fee to cover the costs of such action may be applied as determined by the Board.
- b) No furniture, bicycles or other items may be left or stored in the common property (other than in designated areas for such items). The Board has the right to remove any and all such furniture, bicycles or other items and to dispose of the same as abandoned property. In such event no contractor of the Company, the Board or the Company shall in any way be liable to any Member or occupier by reason of such removal or disposal.
- c) Occupiers and their visitors, tradespersons, contractors and invitees must not throw or let fall anything from the building including, without limitation, from the windows or from the roof nor may they place anything on the outside of window sills.
- d) Subject to the right of the Board to prohibit, limit or restrict access to any part or parts of the common property, members and occupiers have the right to use in common with all other Members and occupiers all hallways, passageways and stairways. The rooftop areas are available for use only during specific hours, which may vary from time to time and at the discretion of the Board. Restrictions to access will always relate to safety, prevention of damage to the asset, during times of major maintenance or for the efficient, economic and orderly conduct of the Building as a premium quality building. These areas are subject to the requirements of the Fire Safety Standards and must be free of any obstruction at all times. Any items found in these areas will be disposed of immediately as abandoned property.

8 Behaviour of Members, Occupiers and Invitees

A Member, occupier, invitee or visitor when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to any other occupier or to any person lawfully using common property.

- a) Members or occupiers must take all reasonable steps to ensure that invitees or visitors to the Member or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of any other occupier or any person lawfully using common property.
- b) Members and occupiers shall be jointly and severally liable and shall pay for the repair of any damage to the Building or its fittings caused by the occupiers or their visitors and invitees.

9 Nuisance

A Member, occupier, invitee or visitor must not use or enjoy the unit, or permit the unit to be used or enjoyed, in such a manner or for such a purpose as to cause a nuisance or hazard to the occupier of any other unit, whether that person is an owner or not. This includes, but not limited to smoke or other fumes, odours, dust or other airborne items.

10 Children playing on common property in Building

A Member or occupier must not permit any child of whom the Member or occupier has control (or ought to have control) to play on common property or, unless accompanied by an adult exercising effective control, to be or to remain on common property. Specific By-laws relating to the usage of the roof also stipulate requirements (refer Schedule B).

11 Depositing rubbish and other material on common property

A Member or occupier must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of any other occupier or of any person lawfully using the common property. This includes books, DVDs, videos, clothing/shoes and household effects/furnishings and the like. Household effects/furnishings, removalists cartons and packing materials (including large cardboard boxes) may not be placed in the building's rubbish and recycling area; these items must be disposed of via standard City of Sydney rubbish removal protocol. If such items are deposited on common property, a removal fee as determined by the Board may be charged for the removal of the items.

12 Cleaning up spills

A Member or occupier must immediately clean up any spillage of trade waste, garbage or food or beverage item on common property which is caused by that Member or occupier or their engaged tradesperson or invited guest.

13 Drying of laundry items

A Member or occupier must not hang any washing, towel, bedding, clothing or other article on any part of the Building in such a way as to be visible from outside the Building or on common property. Clothing and other items of laundry may be placed on the rooftop clothes lines for the purpose of drying, and then only for a reasonable period which shall not, in any event, exceed twenty-four (24) hours. Clothing and other items left on drying lines for greater periods may be relocated to the South West corner laundry room. After 48 hours any unclaimed items will be discarded.

14 Cleaning windows and doors

Each Member and occupier must keep clean all glass in windows and the interior and exterior of the unit entry door.

15 Storage of flammable liquids and other substances and materials

- a) A Member or occupier must not, except with the prior approval in writing of the Board, use or store in the Home Unit, storeroom or on the common property any flammable chemical, liquid or gas or other flammable or hazardous material.

- b) This by-law does not apply to chemicals, liquids, gases or other material held in domestic quantities and used or intended to be used for domestic purposes.

16 Moving furniture and other objects on or through common property

- a) A Member or occupier of a shareholding must not arrange any delivery or removal of furniture or other goods, large objects or building materials through or on common property within the Building unless sufficient notice (being no less than two (2) working days) has first been given. Notice is to be provided via email to the Company's building management contractor, admin@lifestyle-sydney.com.au and a consent response to that email received in order to unlock the building's double front doors and erect the appropriate lift curtains. If notice and consent is not obtained, then the movement of such items in or out of the Building may be cause for a fee to be issued as determined by the Board.
- b) In the event that any damage should be caused to the common areas of the Building through the movement of furniture or other items, the cost of repairing such damage shall be paid to the Company by the Member in relation to the Home Unit to or from which such furniture or other items are delivered or moved. The Occupier is liable jointly and severally to the Company with the Member for the cost of such repair and the Member has a right to recover those costs from the occupier of the Home Unit.
- c) The delivery or removal of furniture or other goods, large objects or building materials is to be carried out only within the hours of 8.00 am and 4.30 pm Monday to Saturdays (excluding public holidays).

17 Bicycles

Bicycles for personal use must be stored in the designated racks in the recycling area at the rear of building 19A. Bicycles may not be stored in units and/or transported in the lift or up the stairs due to damage to the lifts and common areas. Bicycles for commercial use (including food deliveries etc.) may not be stored at the building and must be stored at the place of work.

All bicycles are to be registered with the Company's Building Management contractor by sending details of the unit number, residents name, contact email and telephone number along with a description of the bicycle to admin@lifestyle-sydney.com.au. A numbered tag will be issued and must be affixed to the bicycle.

Periodic reviews will be undertaken and after a period of notice in the building's common area unidentified bicycles may be removed.

18 Floor coverings

- a) A Member must ensure that all floor space within the Home Unit is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of an occupier of another Home Unit.
- b) This by-law does not apply to floor space comprising a kitchen, lavatory or bathroom in its original location within the Home Unit.
- c) Any renovation application where new flooring is proposed will be subject to the relevant sound proofing material to be installed.
- d) Prior to any new flooring being installed a pre-inspection of the subfloor for any concrete spalling is required to be carried out by the Company's appointed contractor at the cost to the

Company. Any remedial works that may be required must be attended to and the Company will bear no liability for any associated delays/liability incurred in relation to the work required. Any remedial costs, if required, will be paid by the Company.

19 Garbage disposal

- a) A Member and an occupier:
 - (i) must maintain a receptacle for garbage within the Home Unit, or on such part of the common property as may be authorised by the Board and shall maintain that receptacle, in a clean and dry condition and adequately covered
 - (ii) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
 - (iii) must promptly remove anything which the occupier or collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.
- b) No refuse may be placed in any hallway or hallway cupboard.
- c) Items for recycling are to be placed in the bins provided. All cartons and boxes should be flattened and bottles quietly placed in the appropriate recycling bins. Only items to be collected by Council should be placed in the recycling bins. Occupiers are urged to use the bins no later than 10.30 pm so that other occupiers in that area of the Building are not disturbed.
- d) A removal fee as determined by the Board may be charged for any items disposed of inappropriately, including dumping outside the front of the building. For large recycling items, including packing boxes and other boxes, occupiers must phone the City of Sydney Council to arrange collection from the rear laneway (Tusculum Lane).

20 Keeping of animals

No animals and pets of any kind are to be kept at Kanimbla Hall. No animals are permitted to visit the building. Aquariums will not be approved due to the risk of leaks impacting on other units. Birds (in particular cockatoos) are not to be fed or encouraged on the property. In rare exceptional circumstances the Board may, in its absolute discretion, decide to grant consent for keeping an animal but this will not be a precedent that is binding on the Board in its consideration of any subsequent application for consent in respect of the same or any other resident or Home Unit. Any consent shall apply only to a particular animal which must be specified in the consent. The Board reserves the right to cancel any approval.

21 Appearance of Home Unit

- a) A Member or occupier must not, without the prior written consent of the Board, maintain within the Home Unit anything visible from outside the Home Unit that, viewed from outside the Home Unit, is not in keeping with the rest of the Building.
- b) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article on the dedicated rooftop clotheslines.
- c) External blinds, screens, awnings or air conditioning shall not be erected or installed above, against, or in, windows of the Home Units.

- d) Occupiers shall not display, paint or affix any sign, banner, logo, advertisement, notice or poster, including but not limited to “For Sale” and “For Lease” signs, in any window or to any part of the Building.
- e) Members and occupiers may not install security grilles on the windows or doors of any Home Unit nor do anything to alter the external appearance of any Home Unit (including door mats, door hardware or door signage) without prior approval of the Board in writing.

22 Notice Board

The Board must cause a notice board to be affixed to some part of the common property.

23 Responsibilities of Members and the Company

The purchase of a Group of Shares entitles the Member to occupy a Home Unit as set out in Article 4 of the Memorandum and Articles of Association. The Home Unit generally means the cubic space within the boundary walls, floors and ceilings. Every other space within the Building or on the property generally is common property. Any device, pipe, electrical wiring or the like that is for (or facilitates) the exclusive use of the Member’s Home Unit is not common property (even when it transverses common areas). The Member has exclusive use of the airspace inside of the Home Unit but not the main structure of the Building. The walls, the ceiling, roof and the floor structure are common property. The floor coverings such as tiles, carpet, floorboards, fixtures such as baths, toilet bowls, tiles, bench tops, splashbacks, cupboards and the windows (in entirety) are all the property of the Member, as are all plaster, paper and paint finishes to the interior of the Home Unit. Everything within the airspace must be maintained at the Member’s cost. This also extends to any service (intercom, plumbing, electrical, TV/internet and gas) that provides an exclusive supply or drain to the unit (even where that transverses common property).

24 Alterations/Renovations to Home Units

- a) A Member must apply in writing to the Board and obtain its consent before any alterations/renovations which involve the addition, replacement or removal in whole or in part of any walls/windows/floors, bathroom or kitchen fixtures and fittings or the relocation of fire safety devices or installations, plumbing, gas, electrical, television/telephone/intercom cable, drainage or sewerage outlets and may not carry out any such work without the prior consent of the Board in writing or otherwise than in accordance with the conditions to which any such consent or the consent of Council is subject. The application must include a written description and plans of the proposed work. Where necessary, a report from the Company’s appointed structural engineer must be provided and the consent of the Council or other relevant authority must be provided. The plans must show in sufficient detail any alterations to fire safety devices or installations, electrical, plumbing, gas, drainage and sewerage outlets and core drilling. The Company is under no obligation to grant consent to the lodgement of any Development Application or other application in respect of a Home Unit.
- b) A fee and a bond relative to the scope of the alterations/renovations may be applied at the discretion of the Board. A current schedule of fees will be maintained as an appendix to these By-laws.
- c) The Board may require the application to be forwarded to an external expert nominated by the Board for advice and/or inspection, in which event any fees shall be paid by the Member to the Company. The Board may either decline or grant approval to any alterations in whole or in part

taking into account the advice of its consultant. The Board will give the Member formal notice of its decision.

- d) Alterations to layout configurations are not allowed. The units within Kanimbla Hall have a layout whereby kitchens are stacked above kitchens, bedrooms above bedrooms and so on. The relocation of bathroom/WC/kitchen/dishwasher and the like may result in drainage and water issues that impact other occupiers. In addition, room function changes may result in unacceptable noise impacts.
- e) No load bearing walls may be removed or altered. There are to be no unauthorized additions/alterations which cause overloading of the existing structure and renovations are not to jeopardize the safety of the building. Requests to amend doorways or any other structure considered 'non load bearing' may be considered only when the Company's appointed structural engineer provides a full assessment at the cost of the shareholder. The Company reserves the right to decline any such request.
- f) The Shareholder shall not penetrate any exterior wall of the Building.
- g) Alterations/renovations approved pursuant to this By-Law may be carried out only between the hours of 7.30am and 5.00pm on Mondays to Fridays. Works of a quiet nature that do not require the use of power tools, banging, jack hammering, continuous masonry drilling or demolition works may occur between 09.00 am and 01.00 pm on Saturdays. No work is to be carried out on Saturdays after 1.00pm, Sundays, public holidays or from the 24th Dec – 14th January, apart from work with no noise (such as painting). Where this requirement is breached the Board, on behalf of the Company, may stop the work and may retain the bond on account of the costs incurred by the Company as a result of such breach.
- h) Common property must not be obstructed, and any obstruction may be removed by the Company without notice or recourse. These areas are subject to the requirements of the Fire Safety Standards and must be free of any obstruction at all times.
- i) Cabinets, joinery and other works are to be constructed off-site and assembled only within a Home Unit. Such works shall be carried out so as to cause as little inconvenience as possible to other Members, occupiers or persons using the common property. The Member in relation to the Home Unit where such work is being carried out is responsible to pay the cost of all additional cleaning and for the repair (including replacement) of any damage to the Building or the property or any item including but not limited to lifts, hallways and other parts of the Building and its furnishings (whether belonging to the Company, a member or an occupier, caused in the course of the works and by the delivery of materials or the presence or removal of debris. The Member shall indemnify the Company against all claims, demands, costs, expenses or suits of any kind arising as a result of or in relation to alterations or renovations to the Home Unit or the services within the Home Unit carried out by or under the direction of the Member, an occupant or any predecessor owner or occupier.
- j) It shall be the responsibility of the Member to ensure that all areas within the Building, which might be damaged by the alterations or renovations are appropriately covered and protected, while such alterations or renovations are being carried out. Putting up the lift curtains and lift floor coverings will be arranged by the Building at the cost to the shareholder. Any covering and protection shall be removed at the end of each working day (05.00 pm) and the common areas cleaned or as otherwise agreed by the Company. The Company reserves the right to clean common areas not left in a clean and tidy condition after 05.00 pm without reference to the Member and will recover such costs from the Member.
- k) Members must complete a site induction with the buildings nominated representative prior to the expected commencement of works with the responsible person. Default in this regard shall entitle the Board to stop the works.

- l) Before the commencement of any work a Member must provide to the Company his agreement to pay the costs of any damage occasioned to the Building or other Home Units as a result of the carrying out of such renovations or alterations. Where significant works are to be undertaken (such as a bathroom and/or kitchen renovation) a dilapidation report for the immediately adjacent units is recommended).
- m) Bathroom renovations are subject to the mandatory provision of;
 - (i) Replacement of all copper water supply pipes from the stop valves supplying the unit
 - (ii) A waterproofing certificate to Australian Standards to show adequate waterproofing of wet areas; such certificate to be obtained at the relevant Member's cost and to be provided to the Managing Agent on completion of the renovation or on request whichever shall be the earlier. This will require the removal of any original bathtub.
 - (iii) Replacement of any old steel sub floor waste pipes in new PVC back to the main stack
 - (iv) Confirmation that the water stop valves are in good working conditions (or their replacement if not)
 - (v) The Company requires that Items (iii) and (iv) above are undertaken by one of its approved service providers due to the impacts on adjacent units and/or the need to interface with the Building's common waste/supply lines.
- n) Washing machines are not permitted in Home Units due to noise, pressure on drainage and water usage and the risk of flooding, or other malfunction.
- o) The Board may consent to the installation of dishwashers, but dishwashers may not be installed without prior consent in writing. All such consents are subject to the machine being of a modern sealed unit design that prevents flooding in the event of a malfunction.
- p) Air conditioning units with externally mounted condensers are not permitted due to the heritage nature of the Building.
- q) Individual hot water tanks are not permitted to be installed in Home Units.
- r) The Company must be kept informed of all tradespersons who will carry out works within the Building and ALL tradespersons must report to the Building's appointed representative for an induction to the building's requirements prior to commencing any works on any part of the Building; and the Board may require such evidence if the identity of contractors or individuals and of insurance as it shall, in the interests of the Building and the members and occupiers as to the Board seems appropriate.
- s) The Board has the right, by the directors and by its agents and consultants, to inspect any alterations or renovations both during and at the completion of works to ensure consistency with the plans submitted and observance of all the conditions of consent, the approved plans and specifications and this By-law. Any failure to provide access upon reasonable notice (which may require immediate access) shall entitle the Board to stop work.
- t) The provision of a statement of compliance of the electrical wiring is required as a part of any unit renovation. In the event that the wiring is considered non-compliant the rewiring of the unit is mandatory.
- u) The replacement of old aluminium and/or steel framed, rotting or leaking timber windows with the Company's approved window design and configuration is a mandatory requirement for any unit renovation.
- v) In the event that renovation/maintenance activities set off the main fire alarms in the building due to dust/debris and the fire service attends the Member shall be liable for any fees charged

for the call out. Members are advised to contact the Fire station to seek advice on how such issues can be avoided.

25 Service Connections for Television, Telephone & Internet Telephone

- a) Each unit has been provided with a telephone cable capable of carrying voice, facsimile and internet data. However, individual shareholders may have chosen to remove the landline to a particular unit.
- b) To utilise these services, please contact your preferred supplier to make a new connection. They may need to access your apartment to make the connections and provide any other on-site services as required.
- c) No Foxtel or any other wiring or cables are permitted to be affixed through any common area of the building without the consent of The Board. Any cabling installed without consent may require removal and will require all associated repair costs to be paid by the shareholder.
- d) Separate telephone lines may be arranged and the connection made from within the apartment.
- e) Internet Broadband internet connections (through the NBN) can be made via the telephone cable.
- f) Contact your internet service provider (ISP) for more details.
- g) Your ISP will need to access the NBN main board located at the rear of the ground floor of the 19 building. Access is with an NMB key that a majority of service installers will carry contact

Television

- a) Every unit at Kanimbla Hall is able to be connected to a common television antenna system by means of cable.
- b) Free-to-Air television and Foxtel is available in the building.
- c) Shareholders will need to make arrangements for such connections.
- d) It is recommended that shareholders use the antenna company listed on the website.

26 Electricity

REQUIRED STANDARD - ELECTRICITY

General: Each Member is required to install in their Home Unit, and to maintain in a serviceable condition, a safety switch(es) to ensure compliance (see below). Each member is to comply with the Guidelines outlined in Bylaw 26.

Demonstrating Compliance: A letter of compliance from a registered electrician on letterhead and nominating their trade licence number.

Company Responsibility: In the interests of all shareholders the Company reserves the right to inspect units for the purposes of compliance, and issue a notice for upgrade to meet the required standard at any time.

Member Responsibility: Each member is responsible for meeting the required standard from (and including) the fuse box that facilitates individual electricity supply to the unit, including all costs associated with maintaining compliance on-going.

Renovation Requirements: Any form of unit renovation application requires an electrical compliance statement lodged with the Company (as assessed by the building's nominated electrician) at the cost of the member where such a compliance statement has not already been lodged within the past ten years. A failure to demonstrate compliance will require the rewiring of the unit to meet the BCA standard within a time frame as determined by the Company.

Maintenance Requirements: Any unit known/found to be causing the regular tripping of circuits, blackouts, or an electrical fire requires the unit member to lodge a compliance statement with the Company (as assessed by the building's nominated electrician) at the cost of the member. A failure to demonstrate compliance will require the mandatory rewiring of the unit to meet the BCA standard and the guidelines in Bylaw 26 within a time frame as determined by the Company.

27 Typical Apartment Wiring Upgrade Scope of Works

1. Introduction

The scope of works below is a summary of the electrical work required to be undertaken by members in order to coordinate with works proposed by the Board of Directors.

The works are aimed at achieving the following goals:

1. Removal of all VIR cabling from service and thereby improving safety and amenity of the building.
2. Increasing security and safety by locking all electrical cupboards within common lobbies and corridors. Future access to electrical risers shall be by maintenance personnel only.
3. Providing residents with access to lighting and power circuit breakers within their own apartments without the need to access the main electrical cupboard. This will allow convenient resetting of tripped circuit breakers without the need to access the main electrical cupboard.
4. Removing the need for apartment cabling to be installed within public corridors whenever apartments are upgraded or renovated.

Scope

Each member will be required to undertake the following works:

1. Establish a single phase load centre in a suitable location within their apartment. Individual lighting and power circuits will not be permitted to be connected to the electrical riser infrastructure within the public corridor.
2. Run a min 2x 10sqmm Cu XLPE/PVC + Earth between the new apartment load centre and the electrical cupboard via a conduit or cable duct in a location and manner approved by the building manager. Terminate the submains to a 32 Amp single phase circuit breaker within common area electrical cupboard within the public corridor. Existing apartment metering to be retained.
3. Terminate earthing cable to main riser earthing cable.
4. Disconnect and remove all redundant lighting and power circuit breakers within the electrical cupboard serving that individual apartment.
5. For apartments which have recently been renovated and are not utilizing VIR cabling the electrical contractor will be required to intercept (within the apartment) the lighting and power subcircuit cabling running to the corridor electrical cupboard and will then need to redirect / extend and terminate this cabling to the new apartment load centre and provide suitable circuit breakers to match cable ratings.
6. For apartments which have not been renovated or have been renovated but are still utilizing existing VIR cabling all lighting and power outlets still utilizing such VIR cabling will need to be rewired with new PVC/PVC cabling to meet current AS3000 requirements. The electrical

contractor will investigate if existing conduit runs can be re used to pull through new cabling. If this is not possible then the apartment owners will have the choice to either install surface conduit or chasing walls and ceilings as necessary to complete the cabling upgrade. All cabling will be terminated to the new apartment load centre as described in items 1& 4 above complete with suitable circuit breakers to match cable ratings.

28 Sale of Home Units

- a) Members must give advance notice in writing to the Board if they propose to sell their Home Unit. That notice shall identify the selling agent and the legal practitioner acting on the sale. A copy of these the memorandum and articles of association and these by-laws must be annexed to any Contract for Sale of the shares in respect of any Home Unit prior to exchange of contracts.
- b) Notice of exchange of Contracts for Sale must be given to the Company's Managing Agent in writing within five (5) after entry into the Contract so that an interview can be arranged between the proposed purchaser and the Board whose consent is required by the Articles of Association to the transfer of any of the Company's shares.
- c) Auctions must not take place on site.
- d) The Board has the right to inspect a Home Unit and, in the event that unapproved alterations/renovations or installations have occurred, require the Member to rectify that Home Unit at their own cost prior to sale or to impose upon the purchaser an obligation to carry out those works within a reasonable period after completion of the sale and to lodge a bond for the performance of that obligation.
- e) A new incoming shareholder will have no recourse with the Company on any pre-existing matter relating to the unit that has not been formally raised with the Company prior to the transfer of shares.
- f) Any sale of a home unit is subject to the unit turnover fee.

29 Board Approval of Occupiers

- a) No person, not being a Member or having entitlement to that Member's shareholding according to the Articles of Association, may occupy a Home Unit or move anything into a Home Unit until approved as an occupier by the Board (or its nominee), and such approval may require interview. Interviews with the Board are to be arranged through the Managing Agent to whom appropriate references in writing must be provided prior to the appointment for an interview being made.
- b) The Board may refuse to approve a tenant consistent with its powers in the Memorandum and Articles of Association without giving any reason for such refusal.
- c) The Board may withdraw any such approval if it is of the reasonable opinion that the removal of the formerly approved person from the Building is required for the maintenance of the Building as a high quality home unit building for the benefit of the Members and any other person entitled to the use of a unit pursuant to the Constitution. The formerly approved person shall vacate the Home Unit (and the Member shall cause the formerly approved person to vacate the Home Unit) within two (2) calendar months after being notified in writing of such withdrawal.
- d) Approval of a person as an occupant of a unit shall give rise to an agreement by the person with the Company in terms of the covenant referred to in article 4 (c) of the Memorandum and Articles of Association the Company.

- e) Approval for occupancy will relate to a specific shareholding, and any subsequent purchase of shares or movement of an occupier to another unit (shareholding) within the building, will be subject to a separate approval process.

30 Tenancy Agreement

- a) After receiving Board approval to occupy a Home Unit, the Member and the approved person must enter into a Residential Tenancy Agreement (“RTA”) with a term of not less than six (6) months (unless otherwise approved by the Board). These By-laws must be annexed to such agreement and, if there is any inconsistency between the By-laws and such agreement, the By-laws shall prevail.
- b) Home Units are not available for the purposes of short term leasing (i.e. hotel/furnished or serviced apartment leasing or Airbnb, social media or Gumtree or any other short term rental service for terms less than six (6) months). Tenants must not sublet a unit through Airbnb, social media or Gumtree or any other short term rental service. Such leasing scenarios will incur the Company’s unit turnover and non-approved resident fee and this fee will be charged to the Member.
- c) Members and occupants must give not less than seven (7) days’ notice in writing to the Company’s Managing Agent of the date on which a tenant is to vacate.
- d) Members are required to pay a turnover fee to be set by the Board at its discretion to the Company when their Home Unit is occupied by persons other than the Member or jointly with the member.
- e) It is to be a term of every RTA of a Home Unit that:
 - (i) The landlord shall provide and maintain the Home Unit in a reasonable state of repair and cleanliness and fit for habitation by the tenant.
 - (ii) Having regard to the condition of the Home Unit at the commencement of the tenancy, the tenant shall keep the Home Unit in a reasonable state of cleanliness.
 - (iii) The tenant shall, as soon as practicable, notify the landlord of any damage to the Home Unit. The landlord may be liable to the Company for contributory negligence where such an issue is not reported by a tenant or routine unit inspections by a leasing agent and on-going damage ensues.
 - (iv) The landlord shall maintain in a state of good and serviceable repair any part of the Home Unit that affects its outward appearance or the use or enjoyment of other Home Units or those using the common property.
 - (v) The landlord shall maintain any service that serves that Home Unit exclusively.
 - (vi) No RTA can include right of access to the roof terrace.
- f) Members are ultimately responsible for any fee(s) incurred by tenants as described throughout this document. This is on the basis that the contract is between the company and the shareholder.

31 Member's Liability

- a) The Member must indemnify the Company from all loss and damage to the Building (as well as property owned by another occupier) whatsoever caused by the negligent use or misuse, waste or abuse of the water, gas or electricity supply to or in connection with the Home Unit by the

Member, their guests, tenants, servants, agents or invitees. It is recommended each Member's insurance policy also covers the member's liability under this by-law.

- b) This indemnity shall extend to any lack of maintenance of the unit infrastructure that the Member is responsible for (i.e. any infrastructure that solely services the unit and all windows) which results in loss and damage to the Building which the Member has not reported to the Company within a reasonable period after such occurrence.
- c) Such indemnity shall relate to any unit whose electrical wiring would be deemed as not complying with current standards of compliance, bathrooms where a waterproofing certificate is not evident and windows that have not been replaced or maintained. Examples include units that still have original solid core wiring and/or have electrical outlets wired off lighting circuits, original un renovated bathrooms and old aluminium/steel frame or degraded wooden frame windows.

32 Occupation

The Building provides hot and cold water to all Home Units at the Company's expense. The capacity of the hot water, drainage and sewerage systems is based on a reasonable level of occupancy in the Building. Home Units may only be occupied or approved for occupancy in accordance with By-law 28, and a guest staying for more than six (6) weeks is treated as a permanent tenant. The Board has the power to require persons who have not been approved in writing by the Board as occupiers, and who remain in excess of six (6) weeks, to vacate the Home Unit or be subject to the Company's approval process.

33 Maximum Number of Home Unit Occupants

The maximum number of persons (of any age) in permanent residence (who may not reside in a Home Unit in shifts) in any Home Unit at any time shall be:

- Studio Home Units - two people
- One bedroom Home Units - two people
- Two bedroom Home Units - three people.

34 Permitted Use of Home Unit/Storerooms

- a) Home Units are for use as private dwellings and for no other purpose whatsoever (see Article 8(g) of the Constitution). Without prejudice to the prohibition in the Constitution, Home Units and storerooms are not to be used as primary places of business which requires clients/customers to visit, frequent delivery of items or materials or used in any manner so as to constitute a detriment nuisance annoyance or inconvenience to other owners or occupiers.
- b) Home units may not be used for the purposes of long term storage of effects that would not be considered as beyond a normal suite of such items relating to the furnishing of a home unit.
- c) The member holding the group of shares to which the storeroom is appurtenant shall not use or suffer that unit to be used for any other purpose than a storeroom without the consent in writing of the directors and shall conduct such storeroom in accordance with such rules and regulations as the directors shall from time to time determine and as apply to home units as provided in the Memorandum and Articles of Association and Bylaws.
- d) Storerooms are for storage only and not to be used as private dwellings or any other purpose whatsoever and are subject to the same maintenance requirements as home units.

- e) Storerooms are not permitted to be used by residents without the written consent of the Company.
- f) The use of storerooms will not involve the usual services that the building provides, including water and electricity. All amounts payable for electricity in storerooms are the responsibility of the user.

35 Interior Maintenance of Home Units/Storerooms

- a) Members are responsible for the interior maintenance and decoration of their Home Units. Members must keep all plumbing, gas and electrical services that provide exclusive service to their unit and all internal finishes in good order at their own expense. Any maintenance of such must be advised to the Company's Managing Agent seven (7) days in advance of the works. Significant works will require a renovation application submitted as determined by the Managing Agent.
- b) Upon twenty-four (24) hours' notice being given to an occupier, the occupier and/or the Member of that Home Unit shall allow the Board, its agents or contractors, access to the Home Unit to inspect the interior, to test any fire safety device or installation, any electrical, gas or plumbing installation for the purpose of tracing and repairing any leakage or defect.
- c) If such access is not provided by the Member or occupier, entry may be effected by recourse to a locksmith at the expense of the Member. The Board has the right (in the case of an emergency or where damage to the Building might, in its reasonable opinion, result) to enter any Home Unit, by force if necessary, to trace and/or repair any leakage or defect in any fire safety device or installation, electrical, gas or plumbing installation within a Home Unit.
- d) Occupiers shall not use or permit to be used chemicals, burning fluids, acetylene, gas or any other material in lighting or heating their Home Units which may in any way cause or increase the risk of fire or explosion or lead to an increase in the premium charged to the Company for fire insurance for the Building.
- e) Occupiers shall take all reasonable steps to prevent infestation by vermin or pests within their Home Units. Without limiting the obligation of occupiers to control vermin and pests within their Home Units, the Board will from time to time arrange for a pest extermination service to carry out pest control measures within the Building and all occupiers and Members will upon reasonable notice being given to them, permit such pest control service to have access to their Home Units so that the pest control measures can be implemented. Should it be necessary, as a result of any breach of the obligations of a member or occupier under this by-law, to carry out pest control measures in adjacent Home Units the cost of so doing will be payable by the Member concerned to the Company.
- f) In the event of any water leaks or any other impact (including gas and electricity) to a unit by another unit, and when this impact is formally reported to the Company, but for which the cause has not been readily identified at the time of reporting such impact, the Company will engage its own experts to investigate such matters.
- g) After the cause of the impact has been identified, and if it is found to relate to a member's responsibility/liability, then all costs associated are payable by that member. Every effort will be made to keep the relevant members informed by the Company. Any ceiling cladding found to contain asbestos must be removed. Such removal must be done by duly qualified individuals and will be at the expense of the Member.
- h) Any cracked or broken window pane, defective window hardware or degraded window frame shall be repaired promptly at the Member's expense. Windows may only be replaced in

accordance with the required standard of the Company and with the prior consent in writing of the Board.

- i) The Bylaw 35(a)-(h) applies to storerooms.

REQUIRED STANDARD - WINDOWS

General: Each Member is required to maintain windows in accordance with the Company's style guide which dictate that all windows are required to conform to double hung frames constructed of white aluminium and containing clear glass panels. Bathroom windows may be fitted with frosted glass panels. The curved feature windows in lots 112, 122,132, 142, 152, 162, 172, 182 are to remain in timber. All windows are to be waterproof and child safety locks are to be installed in accordance with NSW legislation.

There is no record of consent provided by the Company for any grey aluminium framed windows, and therefore all grey aluminium framed windows do not conform to the Company's style guide. In addition, the old steel framed windows also do not conform.

Demonstrating Compliance: Consent issued in writing is required by the Company for any works relating to window frame replacement.

Company Responsibility: In the interests of all shareholders, the Company reserves the right to order an inspection of a unit for the purposes of compliance, and then issue a notice for upgrade to meet the required standard of the Company.

Where it is found that there is damage to the surrounding building structure (typically concrete spalling), the Company will affect such repairs as mandatory. In some cases such damage is not evident until old windows are removed. The Company will not accept any liability for the duration, related inconvenience or claim from an occupier in relation to implementing such essential repairs.

Member Responsibility: Each member is responsible for the maintenance of their unit's windows, including frames, glass and all window hardware, as well as child safety locks. Each member is responsible for maintaining the waterproof condition of all windows in their unit. Each member is responsible for all costs associated with window maintenance in their unit. If any member fails to observe their responsibilities regarding window maintenance, and this results in damage to other units, then that member is liable for the associated costs.

Renovation Requirements: Any unit renovation application requires a mandatory updating of all non-compliant/degraded windows to the Required Standard. Where the replacement of unit windows are not nominated, a waterproofing compliance statement lodged with the Company (as assessed by the building's nominated plumber) is required (at the cost of the member).

Maintenance Requirements: Any unit known/found to be causing water ingress and or unit windows that are degraded through a lack of maintenance require a mandatory replacement of those windows to satisfy the Required Standard.

36 Plumbing & Gas

- a) The plumbing works in the Building have a complex history. Some Home Units have only a single isolation valve shared between two Home Units to shut off hot and cold water. Additionally some isolation valves in Home Units have been built over with internal fixtures. All Members must identify where the isolation valves are located, as well as their condition and whether this impacts another Home Unit prior to commencing any works which might restrict or impede access to them or any significant plumbing works.
- b) The Members will be jointly responsible for the installation and associated costs of additional isolation valves where it is found the valve services more than one Home Unit.
- c) Where plumbing is demonstrating leaks or backflow issues from services relating to an individual unit the Member is required to replace such plumbing back to the common supply at that Members cost.

REQUIRED STANDARD – INDIVIDUAL UNIT WATER ISOLATION VALVES

General: Each Member is required to maintain their unit's isolation valves, for that unit's supply of hot and cold water, in waterproof, functional and accessible condition.

Demonstrating Compliance: Each member must provide the Company with a statement of compliance regarding the water isolation valves to their unit. The Company requires each statement of compliance to be written by the Company's nominated plumber.

Company Responsibility: In the interests of all shareholders the Company reserves the right to order an inspection of units for the purposes of compliance, and issue a notice for upgrade to meet the required standard at any time.

Member Responsibility: Each member is responsible for the water isolation valves that supply water exclusively to the unit (or pair of units), including all costs associated with maintaining compliance and any liability as a result of failure of that infrastructure.

Renovation Requirements: Any unit bathroom or kitchen renovation application where the replacement of the isolation valves is not nominated requires a plumbing compliance statement lodged with the Company (as assessed by the building's nominated plumber) at the cost to the member where such a compliance statement has not already been lodged within the past ten years. A failure to demonstrate compliance will require the mandatory replacement of the isolation valves by the building's nominated plumber at the cost of the member.

Ready access to the isolation valves must be demonstrated.

Maintenance Requirements: Any unit known/found to be currently the cause of leaks from the isolation valves or has isolation valves that cannot be turned off with ease will require the mandatory replacement of the isolation valves by the building's nominated plumber at the cost of the member.

Where ready access to isolation valves is not evident such alterations to ensure on-going access will be a mandatory requirement at the cost of the member

REQUIRED STANDARD – INDIVIDUAL UNIT PLUMBING WASTE LINES

General: Each Member is required to maintain in good waterproof and functional condition the plumbing waste lines that provide exclusive service to that unit (by definition through to and including the juncture of the common stack). Any repair/replacement must be undertaken with BCA compliant materials and fittings.

Demonstrating Compliance: A letter of compliance from a registered plumber on letterhead and nominating their trade licence number.

Company Responsibility: In the interests of all shareholders the Company reserves the right to order an inspection of units for the purposes of compliance, and issue a notice for upgrade to meet the required standard at any time.

Member Responsibility: Each member is responsible for the plumbing waste lines that service a unit exclusively, including all costs associated with maintaining compliance and any liability as a result of failure of that infrastructure.

Renovation Requirements: Any unit bathroom or kitchen renovation application where the replacement of the plumbing waste lines is not nominated will require a plumbing compliance statement lodged with the Company (as assessed by the building's nominated plumber) at the cost to the member where such a compliance statement has not already been lodged within the past ten years. A failure to demonstrate compliance will require the mandatory replacement of the plumbing waste lines (including any costs of required access to any adjacent unit impacted) at the cost to the member.

Maintenance Requirements: Any unit known/found to be the cause for leaks from the plumbing waste lines or where those lines are constricted due to build-up of wastes will require the mandatory replacement of the plumbing waste lines at the cost to the member.

Members are responsible to immediately address any lack of flow/backup or damp/degrading of any fixtures/fittings that might be associated to any plumbing waste lines and to inform the Company immediately of the issue and the actions to resolve.

REQUIRED STANDARD – INDIVIDUAL UNIT WATER SUPPLY PIPES

General: Each Member is required to maintain in good waterproof and functional condition the plumbing water supply pipes emanating from the unit's isolation valves and providing services to the individual unit. Any repair/replacement must be undertaken with BCA compliant materials and fittings.

Demonstrating Compliance: A letter of compliance from a registered plumber on letterhead and nominating their trade licence number.

Company Responsibility: In the interests of all shareholders the Company reserves the right to order an inspection of units for the purposes of compliance, and issue a notice for upgrade to meet the required standard at any time.

Member Responsibility: Each member is responsible for the water supply pipes within the unit (irrespective of whether they run internally or externally to any walls or fixtures), including all costs associated with maintaining compliance and any liability as a result of the failure of that infrastructure.

Renovation Requirements: Any unit bathroom or kitchen renovation application where the replacement of the water supply lines is not nominated requires a plumbing compliance statement lodged with the Company (as assessed by the building's nominated plumber) at the cost to the member where such a compliance statement has not already been lodged within the past ten years. A failure to demonstrate compliance will require the mandatory replacement of the water supply lines at the cost to the member.

Maintenance Requirements: Any unit known/found to be the cause for leaks from the water supply lines or where those lines are found not to be BCA compliant will require the mandatory replacement of the water supply lines at the cost to the member.

Members are responsible to immediately address any evidence of leak/damp or degrading of fixtures/fittings that might be associated with water supply lines and to inform the Company immediately of the issue and actions taken to resolve.

REQUIRED STANDARD – INDIVIDUAL UNIT GAS INFRASTRUCTURE

General: Where gas is connected to a unit, each Member is required to maintain in gas proof and functional condition the individual unit gas infrastructure (meter and all gas supply lines emanating from that meter) that provide exclusive services to the individual unit. Any repair/replacement must be undertaken with BCA compliant materials and fittings.

Demonstrating Compliance: A letter of compliance from a registered plumber on letterhead and nominating their trade licence number.

Company Responsibility: In the interests of all shareholders the Company reserves the right to order an inspection of units for the purposes of compliance, and issue a notice for upgrade to meet the required standard at any time.

Member Responsibility: Each member is responsible for the unit gas supply infrastructure (irrespective of whether they run internally or externally to any walls or fixtures), including all costs associated with maintaining compliance and any liability as a result of failure of that infrastructure.

Renovation Requirements: Any unit renovation application where the replacement of the gas supply lines is not nominated requires a plumbing compliance statement lodged with the Company (as assessed by the buildings nominated plumber) at the cost of the member. A failure to demonstrate compliance will require the mandatory replacement of the gas infrastructure at the cost of the member where such a compliance statement has not already been lodged within the past ten years. Note that any work on the gas meter must only be done by the building's nominated plumber.

Maintenance Requirements: Any unit known/found to be currently the cause for leaks from the gas infrastructure or where those lines are found not to be BCA compliant will require the mandatory replacement of the gas infrastructure at the cost of the member. Note that any work on the gas meter must only be done by the buildings nominated plumber.

Members are responsible to immediately address any evidence of leaking that might be associated with gas supply lines and to inform the Company immediately of the issue and the actions to resolve.

37 Security

- a) Care must be taken to ensure that the front doors and the doors to the roof areas of the Building are closed at all times. Occupiers must not allow access to the Building to any person not personally known to them as a member or occupier of the Building.
- b) Two individually numbered swiper fobs are allocated to each Home Unit. Additional fobs may be purchased from the Company's Managing Agent at such cost as may be determined by the Board from time to time. Lost fobs attract the same cost for replacement.
- c) Security relative to the Building's roof is covered in Schedule B.
- d) Keys to units will not be maintained by the Company.
- e) The Company does not operate a 'lock out' service for occupants.
- f) On a case by case basis, and at the absolute discretion of the Board individual residents may be provided with consent for access to locked areas or access outside of normal hours. In such cases a bond for keys may be payable and conditions relating to the terms and timeframe of such access issued in writing. The Board reserves the right to withdraw any consent for access in the event of a breach of conditions set or as it sees fit, and in the best interests of the Company.

38 Security Fobs (swipes)

The use of security fobs provides access to residents to the building as follows:

- a) A Member is issued 2 (two) individually numbered/coded security fobs per unit.

- b) Any request for a replacement fob in the event of loss/theft or for additional fobs must be made in writing to the Managing Agent by the Member of their appointed Leasing Agent.
- c) A fee, as determined by the Board, will be payable for replacement fobs.
- d) The Board reserves the right to cancel any fob at any time if it has reason to believe that the fob is being used in a manner that compromises the Articles of Association and/or its associated By-laws.
- e) If a holder of fobs has been found to be in breach of the rules in respect of the use of the roof area, then the Board reserves the right to restrict access to the roof area.
- f) Members and occupiers are directly responsible for the activities/actions of those whom they provide the use of their allocated security fobs.

39 Closed Circuit Television (CCTV)

1. Introduction

- a) Due to legislation, the Board of Directors must ensure that CCTV recordings are handled appropriately including with respect to privacy, and due to the potential for recordings to be used in prosecutions, the CCTV recordings must be accounted for at all times.
- b) The following protocols should ensure that the Board of Directors or its elected representatives of the Board of Directors, are not in breach of privacy laws and that any images recorded meet the standard for evidence in court.

2. CCTV Protocol

- a) Access to the CCTV system is restricted. The Board of Directors shall nominate:

- (i) two owners (who may be Board members); or
- (ii) one owner (who may be a Board member) and the Building Manager,

to operate and manage the CCTV system (nominated operators). Subject to the other provisions of this by-law, no other owners, occupiers or Board members are to access or operate the CCTV system.

- b) (i) A Board member may view recorded and archived CCTV images with the prior written approval of the majority of the Board.

- (ii) The Board of Directors is empowered to develop a policy for considering applications by owners and others for permission to view CCTV footage and such policy must be followed by the Board when it considers applications for permission to view CCTV footage.

- c) Owners and occupiers (other than the nominated operators) may not view recorded or archived CCTV images or request that CCTV images be archived except:

- (i) where required by law; or
- (ii) where such a request is made by police; or
- (iii) where the owner or occupier submits a written request to the Board of Directors to view or archive the CCTV images and the executive committee approves of that request.

- d) CCTV images showing individual units must not be streamed live.

- e) Unless the Board of Directors authorises otherwise, all archived CCTV images are to be given only to the police.

- f) All requests for viewing or archiving CCTV images (whether approved or not) are to be recorded and sent to the strata managing agent and placed on the company records.
- g) The Board of Directors may approve access to the CCTV system by a service provider for the purposes of maintenance, repair, trouble-shooting or training in the use of the system.
- h) Archived recordings of CCTV images should be recorded on a single use CD, identified with a unique indelible mark and all persons responsible for it must sign for the receipt of the CD.

Note: the CCTV system enables archiving to USB, but this may not be admissible as evidence.

- i) Except where otherwise provided, nothing in this by-law imposes an obligation on the Board of Directors to retain or archive CCTV images.

40 Fire Detection Systems

All care must be taken to ensure the smoke and thermal detectors are kept clean and free of excessive amounts of dust and steam. Members and occupiers must not paint over or remove them. Appliances such as toasters, heaters, hair spray, insect spray, mosquito coils and roach bombs should be kept away from the detectors as these can set off the alarms. Any charges from the Fire Brigade brought about by the non-compliance to the guidelines set out in the Emergency Control Procedures circulated by the Fire Department will be passed on to the relevant Member. This includes where a resident opens a unit door to dissipate smoke or dust originating from an individual unit. See also Schedule A.

41 Laundry

a) Communal -

- (i) The laundry facilities on the roof have been provided as an amenity for occupiers and not for non-occupiers of Kanimbla Hall. Access to the laundries and the hours of operation are at the discretion of the Board and its decisions are made in the best interests of the enjoyment of Members, protection of the asset and safety and comfort of Kanimbla Hall occupiers and others nearby.
- (ii) Occupiers must ensure that the lint filter on the dryers is cleaned after each use and that any empty laundry product packets are disposed of in a rubbish bin. Please show consideration to other users by removing clothes from the machines as soon as practicable after the cycle is complete and removing clothes from the lines when dry.
- (iii) No items of washing should be left on the lines or in the laundry areas for more than twenty-four hours. Items left on lines for more than 24 hours may be relocated to the South West corner laundry room. After 48 hours any unclaimed items will be discarded without further reference.
- (iv) In the event of any fault occurring in any washing machine and/or drying machine, occupiers should report the fault to the suppliers of those machines whose telephone number is on each machine.
- (v) Power supply in laundries is for the exclusive use of the laundry equipment. No laundry equipment is to be unplugged to enable the use of the electrical supply for personal/recreational purposes.

b) Internal -

- (i) No laundry facilities may be installed within Home Units and consent has not previously been issued for any installations (because water is a shared cost and the inadequacy of the

Building's drainage). Members who have internal laundry facilities are required, at the discretion of the Board to either remove them at their own expense or pay an additional levy relative to the potential water usage.

42 Smoking

Smoking is not permitted within or on any part of the common areas of the Building, including exterior entrances to the building. No cigarette or cigar butts or matches or other paraphernalia associated with smoking may be thrown from windows of units. A fee as determined by the Board may be charged.

43 The Roof Area

The roof area is a shared amenity for the use of all occupiers and their invited guests. Access to the roof and the hours of access is at the discretion of the Board and decisions are made in the best interests of the enjoyment of Members, protection of the asset and safety and comfort of Kanimbla Hall occupiers and others nearby. The Board, at its discretion, has the power to deny or restrict access to the roof at any time. Resident Members and occupiers may entertain on the rooftop up to ten (10) guests in any gathering. Approval for larger gatherings is not approved for reasons of safety, disturbance to others, impact of rubbish and monopolising the shared amenity. A fee as determined by the Board may be charged for those who disregard this requirement. All occupiers are required to abide by the requirements set out in Schedule B.

44 Offensive Behaviour

All occupiers, their visitors, tradespersons, contractors and invitees are required to conduct themselves in relation to behaviour, language and dress in a manner which does not cause offence or embarrassment to other occupiers or injure the reputation of the Building.

45 Lifts

Occupiers and their visitors, tradespersons, contractors and invitees shall not detain nor interfere with the proper operation of the lifts and must not place items in an attempt to keep the doors open. Such actions will render the relevant Member liable for any costs in the event of a breakdown. There is a limit of ten (10) persons at any one time.

46 Insurance

- a) The Company shall not be liable for any damage to any furniture, fixtures, fittings, goods of any kind or alternative accommodation from water overflow or any other matter which may leak into a Home Unit (including loss of rent). Each Member is responsible to cover the contents of their respective Home Unit by a comprehensive household insurance policy.
- b) It is highly recommended that Members who lease their Home Units have a landlord insurance policy.
- c) Home Unit insurance is mandatory where shareholders elect to project manage renovation works directly i.e. not using a lead tradesperson or project manager.

47 Insurance Claims

- a) Full particulars of any claim on the Company's policy of insurance must be notified to the Company's managing agent within seven (7) days of the occurrence of the event giving rise to the claim. It is recommended that Members and occupiers take out their own insurance to cover any damage sustained to the contents of Home Units which are not covered by the Company's policy.
- b) All Members should familiarise themselves with By-law 31 - Members' Liability.

48 Electrical Service Repairs

In the event that an electrical service requires replacement at the Company's cost only those units that have a demonstrated a statement of electrical service and wiring compliance (including compliant wiring from the unit to the meter box in the common area hallway cupboards) will be eligible for a full reinstatement of chased electrical services.

49 Repairs to the Building other than Home Units

- a) All repairs to the Building other than to Home Units must be authorised by the Board or its Managing Agent in writing prior to commencement of the work. Only licensed tradespersons may carry out such work. Tradespersons must carry full insurance cover and comply with all requirements of the Occupational Health and Safety Act 2000 (as amended from time to time). All defects in water, gas or electrical installations must be promptly reported to the Managing Agent.
- b) Occupiers shall not hinder, delay or give any instructions to tradespersons engaged by the Board to carry out work in any part of the Building.

50 Repairs

- a) The Company will repair and maintain the common property and common services. However, the Members are required to properly maintain in good repair the externally visible part of any Home Unit and any service that serves that Home Unit exclusively. For example, in the event of a burst water supply pipe, the Company will maintain the main line that serves more than one Home Unit, but the relevant Member must maintain the branch line that exclusively serves his Home Unit, irrespective of whether the branch line is located on common property. The location of the meter is not relevant to responsibility, but a matter of plumbing convenience.
- b) Repairs to the electrical, plumbing and gas services that solely supply a Home Unit or are within the Home Unit are the responsibility of the Member. The Member is responsible for the repair and maintenance of his or her Home Unit to prevent any escape of water from the Home Unit into any other Home Unit within the Building. Although the Company is not liable, it must do everything in its power to fulfil its obligations responsibly to ensure that it cannot be liable for damage caused by a leak. This may involve undertaking investigations, repairs and maintenance including new guttering, flashings and sealants and the clearance of storm water drains.

In addition, the Company may choose to carry out repairs and may require the Member to carry out the necessary repairs, maintenance or other works and may recover as a debt from the Member any costs expended by the Company for any rectification which it chooses to carry out.

51 Unpaid levies

- a) Any costs or expenses for which a Member or their occupier is liable pursuant to these By-laws may be recovered from the relevant Member as a levy debt pursuant to Article 6;
- b) If any levy debt remains unpaid within fourteen (14) days of being due, that levy will bear simple interest at 15% per annum and the interest will form part of the debt. Levies unpaid within forty-five (45) days of being due will be referred to the Company's legal representatives for collection.
- c) The Company will not accept non-payment of levies due to claims of levy notices not arriving by mail or email. Quarterly levies are due on the 01st Jan, April, July, October and shareholders are encouraged to set up recurring payment as provided by most banking facilities.
- d) It is the shareholder's responsibility to ensure that the correct contact information, postage and/or email addresses are communicated to the Company's managing agent. In the event of rent arrears all communications will be via post or email. The Company and/or delegated representative will not provide notice or enquiry via telephone.

52 Inconsistency

Where any of these By-laws is inconsistent with any provision of the Constitution, then the Constitution shall prevail to the extent of that inconsistency.

53 Services of Notices

A document may be served on a Member by electronic means if the Member has given the Company an e-mail address for the service of notices and the document is sent to that address.

54 Mail/ Goods deliveries or pick up

- a) Mail received for previous occupiers will be marked 'Return to Sender' and returned by the building management contractor.
- b) There is no mail/package holding facility available and any packages left on letterboxes are entirely at the risk of the addressee.
- c) Occupiers may not place items for collection at mailboxes or outside of the building. Any such arrangements must be made directly from an individual unit.

55 Communication – General

All complaints, queries and concerns not otherwise specifically referred to in these By-laws must be directed in writing to the Company's Managing Agent.

- a) Members or occupiers are not to directly engage other members or occupiers in an effort to affect adherence to the Company's By-laws or related conduct, unless there is an issue of human safety, other emergency or significant damage to the building at stake. Issues relating to any alleged breaches of By-laws are to be reported through the Managing Agent or the building management contractor for follow up. In the event of unreasonable disturbance, the police should be called.
- b) Members or occupiers are not to directly engage Directors of the Board on issues relating to the day to day management and operations of the building or the conduct of other members or occupiers over adherence to the Company's By-laws, unless there is an issue of human safety,

emergency or significant damage to the building at stake. All other issues are to be reported through the Managing Agent or the building management contractor for follow up.

- c) A building management contractor may be engaged by the Company and all Members and occupiers are required to meet any reasonable request made by the building management contractor in regard to observance of the Company By-laws. The building management contractor will have access to resident contact details to affect such requests. The overriding consideration in any request will be human safety, protection of the amenity from damage or misuse and the right of others to the peaceful enjoyment of the amenity.

56 Communications and Cost Recovery

1. Definitions

In this by-law

- (a) Board means the board of directors of the Company.
- (b) Common Property means the areas of the Company building which are outside of the cubic space of a Unit and the structural elements of the Company building including boundary walls, Unit ceilings, roofs and floor structures. Common property does not include any device, pipe, electrical wiring or facilities that exclusively service one Unit even if the item transverses common areas.
- (c) Company means Kanimbla Hall Limited, the company titled building at 19-29 Tusculum Street, Potts Point.
- (d) Company's Agents mean the Managing Agent, the Board or any contractor or other personnel engaged by the Company.
- (e) Correspondence means written communication from any Member or Occupier addressed to the Company, Managing Agent or any member of the Board.
- (f) Costs includes any fine, charge, fee or invoice imposed on the Company by a local council, other statutory or lawful authorities or any contractor or agent engaged by the Company or a Member or Occupier.
- (g) Insurance means the insurance policy or policies held by the Company.
- (h) Managing Agent means the representative of the management company appointed by the Company to manage the Company building.
- (i) Member means the owner of shares in a Unit and/or the Member's Agents.
- (j) Member's Agents means any real estate agent, property manager or any other contractor engaged by a Member or Occupier.
- (k) Occupier means a person in occupation of a Unit and includes a tenant.
- (l) Unit means a unit within the Company building.
- (m) Works means any repair, maintenance, replacement or refurbishment undertaken at the Company building.

2. Interpretation

- (a) In this by-law any terms used have the same meaning as in the Corporations Act 2001 (Cth).
- (b) In this by-law, all references to legislation include references to all amending and replacing legislation.
- (c) In construction of this by-law, references to the singular includes the plural and any reference to a gender includes all other genders.
- (d) Headings are inserted for ease of reference only.

3. Communications

- (a) A Member or Occupier may only send Correspondence by email direct to the Managing Agent.

- (b) A Member or Occupier must not attempt to communicate with individual members of the Board by email or otherwise.
- (c) A Member or Occupier should only send one piece of Correspondence per week.
- (d) Each item of Correspondence must not be more than 2 pages long and should not contain more than 1000 words.
- (e) All Correspondence must be courteous and not abusive, harassing or intimidating.
- (f) All Correspondence must not make threatening, untrue or defamatory statements about any Member or Occupier, the Managing Agent or any member of the Board.
- (g) A Member or Occupier may only telephone and/or email a Board member if invited to do so by the Board or the Managing Agent.
- (h) The Board and the Company are not required to acknowledge receipt of any Correspondence.
- (i) The Board in their absolute discretion may, acting reasonably, determine whether any Correspondence from a Member or Occupier requires a response.
- (j) The Board and the Company may ignore any Correspondence that does not comply with above rules.

4. Recovery of Costs

- (a) A Member shall be liable to compensate the Company for the costs of any works performed on or to Unit property that is charged to the Company by the Company's Agents or the Member's Agent.
- (b) A Member shall be liable to compensate the Company for the costs of any damage caused to Common Property or another Unit by the Member or Occupier or the Member or Occupier's visitor.
- (c) A Member shall be liable to compensate the Company for any costs incurred by failing to provide access reasonably required to the Member's Unit by the Company or the Company's Agents including contractor delay costs and costs incurred in arranging for Unit inspections.
- (d) A Member shall be liable to compensate the Company for any costs or damages incurred as a result of the Member or Occupier or the Member or Occupier's visitor breaching any of the Company's by-laws
- (e) A Member shall be liable to compensate the Company on an indemnity basis for costs incurred by the Company for successfully defending legal proceedings initiated against the Company by or on behalf of the Member or for the of costs debt recovery action against the Member initiated by the Company or the Company's Agents.
- (f) A Member shall be liable to compensate the Company for any costs incurred by the Company in relation to false fire alarms and fire services call out fees caused by the Member or Occupier or the Member or Occupier's visitor.
- (g) A Member shall be liable to compensate the Company for the costs of the excess payable on any Insurance claim made in connection with a Unit and for any increase in the Insurance premium arising from the actions of the Member or Occupier or the Member or Occupier's visitor.
- (h) The Company shall have the following additional powers, authorities, duties, functions and obligations;
 - (i) The Company shall have the power to recover all costs outlined in the clauses above from a Member as a debt by way of a levy charged to that Unit;
 - (ii) The Company must serve upon the Member a written notice of the contribution payable;
 - (iii) The Company may charge interest upon any contribution payable under this by-law in accordance with article 27 of the Company's memorandum and articles of association; and
 - (iv) The Company may initiate debt recovery proceedings for any contribution payable under this by-law.

57 Volunteers

Due to insurance liability, the Company will not approve work to be undertaken on behalf of the Company in a voluntary capacity other than where this is clearly and directly relating to the execution of the Board's administrative responsibilities. All operational delivery of maintenance, repairs and other upkeep must be undertaken by duly qualified and insured entities.

58 Common property telecom infrastructure service

DEFINITIONS & INTERPRETATION

Approved Use means the transmission of NBN service using Vectoring technology. Non-vectorized NBN transmission is NOT an approved use.

Copper Wires means the wire infrastructure service connecting lots to the main telecommunications junction/hub and NBN access point.

ISP means Internet Service Provider.

NBN means the national broadband network.

Vectoring means the method of file transfer, as defined by NBN, that employs the coordination of line signals for reduction of interference leading to improved performance.

VDSL2 means Very-high-bit-rate digital subscriber line 2 access technology that exploits the existing infrastructure of Copper Wires.

VDSL2 Provider means a provider of NBN services.

CONDITIONS

All VDSL2 (NBN) connections must be approved by Kanimbla Hall Ltd.

A member or occupier must not use the common property Copper Wires of the Company for connecting to the NBN unless it is for an Approved Use.

A member or occupier must not use the Copper Wires for a non-vectorized NBN service at any time.

In order to obtain the approval a member or occupier must provide the Company with:

- details of the type of NBN connection and the ISP; and
- show that it is for the Approved Use, BEFORE the NBN is connected
- If a member or occupier fails to comply with these conditions, then the Company may:
- request the member or occupier to comply with the terms of the by-law;
- be able to disconnect the non-prescribed service from the Copper Wires

59 Appendices

These By-laws must be considered in conjunction with the appendices as follows (note appendices may be updated and/or issued separately to the main By-laws):

- Schedule A - Fire Safety
- Schedule B – Use of Roof Area
- Schedule C – Policy on Company Entry to Units

- Schedule D – Fees
- Schedule E – Unit Renovation
- Schedule F – Board of Directors Terms of Reference
- Schedule G – Tenant Approval and Guidelines

60 Reviewed

BOARD REVIEW	DATE
By-laws created and approved	12 March 2012
Review approved	08 February 2016
Review approved	18 January 2017
Review approved	17 May 2017
Review approved	28 August 2017
Review approved	18 September 2018
Review approved	16 February 2021