

Form: 97-015CB
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CHANGE OF BY-LAWS
New South Wales
Strata Schemes Management Act 1996
Real Property Act 1900



3442197 H

(A) COMMON PROPERTY

CP/SP55068

(B) LODGED BY

LTO Box	Name, Address or DX and Telephone	Code
1173K	Clinch Neville Long Reference (15 character maximum): J-38069	CB

(C) The owners of strata plan No. 55068 certify that pursuant to a resolution passed on 29 JULY 1997, and in accordance with the provisions of

- section of the Strata Schemes (Freehold Development) Act 1973
- section 5.2 (1) of the Strata Schemes Management Act 1996
- order No. of the Supreme Court of New South Wales
- order No. of the Strata Schemes Board,

the by-laws are changed as follows:

(E) Repealed by-law No.
Added by-law No.'s 1, 2, 3, 4, and 5
Amended by-law No. as fully set out below.

SEE ANNEXURE "A"

(F) The common seal of the owners of Strata Plan No. 55068 was affixed on 19th SEPTEMBER 1997 in the presence of
Names [use block letters] CRAIG FERGUSON
Signatures [Signature] being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



(G) Council's Certificate under section 56(4) of the Strata Schemes Management Act 1996
I certify that Council has approved the change of by-laws set out herein.
Dated Signature of General Manager

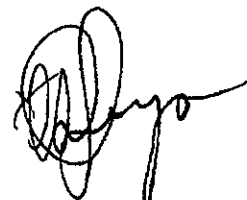
This is the annexure "A" referred to in the Change of By-Laws made by the owners of Strata Plan no. 55068 on 1997.

That the by-laws be changed by adding the following by-laws:

Special By-Law 1

1.1 The owners corporation, in addition to the powers and authorities conferred on it by or under the Strata Schemes Management Act and these by-laws, has the power and authority to appoint, and to enter into an agreement with, a manager to provide for the provision of services relating to the caretaking, maintenance, repair, control, use and enjoyment of the building erected on the land the subject of the Strata Scheme and the common property of the Strata Scheme. The agreement may provide for:

- (a) a term of up to 10 years with an option of up to 10 years, with certain rights for early determination by either the owners corporation or the manager;
- (b) the cleaning, caretaking, security, supervision and service of the common property and any personal property vested in the owners corporation and for the general repair, maintenance, renewal or replacement of that property;
- (c) the provision of services to registered owners or occupiers of lots in the Strata Scheme including without limitation letting, property management, serviced apartment services and sales services;
- (d) the supervision of any employees or contractors of the owners corporation;
- (e) the control and supervision of the common property;
- (f) the arbitration of disputes between the owners corporation and the manager;
- (g) remuneration of the manager for services provided to the owners corporation; and



(h) anything else which the owners corporation agrees is necessary or desirable having regard to the operational and management requirements of the owners corporation.

1.2 At any time when an agreement is in force under this special by-law 1, the owners corporation may not enter into any other agreement under this special by-law 1 without the consent of the manager.

1.3 At the expiration of the agreement the owners corporation may enter into a further agreement consistent with the terms of this special by-law 1.

Special By-Law 2

The registered owner or occupier of a lot must not:

- 2.1 interfere with or obstruct the manager from performing the manager's duties under any agreement referred to in special by-law 1; or
- 2.2 interfere with or obstruct the manager from using any part of the common property designated by the owners corporation for use by the manager.

Special By-Law 3

On the conditions set out below the owners from time to time of the respective lots referred to in the Schedule (the "owner") shall have the right to the exclusive use and enjoyment of the respective car parking spaces so indicated in the Schedule with respect to each such lot (the "parking space") and as shown on the plan of common property annexed hereto and marked "Y".

The conditions referred to above are as follows -

- (i) The owner shall be responsible for the proper maintenance, and keeping in a state of good and serviceable repair, of the common property the subject of this by-law: Provided that such responsibility shall extend only to the surface of such



common property with the intent that the owners corporation shall continue to be responsible for all matters of a structural nature;

- (ii) The owner shall indemnify and keep indemnified the owners corporation against -
 - (a) any sum payable by the owners corporation by way of any increased insurance premium as a direct or indirect result of the use of the parking space; and
 - (b) all actions, proceedings, claims and demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation and arising directly or indirectly from the use of the parking space;
- (iii) The parking space shall only be used for the parking of a motor vehicle or motor cycle;
- (iv) No mechanical or other repairs shall be carried out upon the parking space; and
- (v) The owner shall keep the parking space in a clean and tidy condition.

The Schedule

<u>Lot number</u>	<u>Parking space</u>
65	P1
65	P2
61	P3
64	P4
44	P5

X 

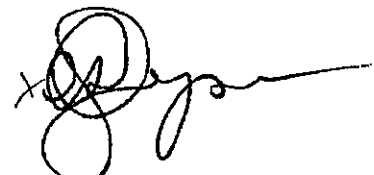
The Schedule (continued)

<u>Lot number</u>	<u>Parking space</u>
55	P6
35	P7
3	P8
4	P9
52	P10
57	P11
6	P12
11	P13
66	P14
67	P15
53	P16
51	P17
31	P18
37	P19

Special By-Law 4

On the conditions set out below the owners from time to time of the respective lots referred to in the Schedule (the "owner") shall have the right to the exclusive use and enjoyment of the respective storage areas so indicated in the Schedule with respect to each such lot (the "storage area") and as shown on the plan of common property annexed hereto and marked "Y".

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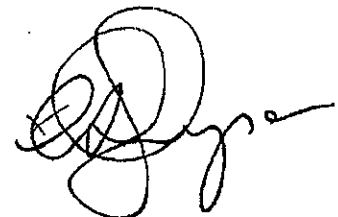
The conditions referred to above are as follows -

- (i) The owner shall be responsible for the proper maintenance, and keeping in a state of good and serviceable repair, of the storage area the subject of this by-law: Provided that such responsibility shall extend only to the surface of such storage area with the intent that the owners corporation shall continue to be responsible for all matters of a structural nature;
- (ii) The owner shall indemnify and keep indemnified the owners corporation against -
 - (a) any sum payable by the owners corporation by way of any increased insurance premium as a direct or indirect result of the use of the storage area; and
 - (b) all actions, proceedings, claims and demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation and arising directly or indirectly from the use of the storage area;
- (iii) The storage area shall only be used for the storage of goods and the owner shall not infringe the terms of by-law 23 in relation to the storage of goods;
- (iv) No motor vehicle or motor cycle shall be permitted to stand upon the storage area; and
- (v) The owner shall keep the storage area in a clean and tidy condition.

The Schedule

<u>Lot number</u>	<u>Storage Area</u>
53	S1
58	S2

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The Schedule (continued)

<u>Lot number</u>	<u>Storage Area</u>
51	S3
28	S4
64	S5
61	S6
52	S7
35	S8
57	S9
36	S10
32	S11
23	S12
43	S13
67	S14

Special By-Law 5

On the conditions set out below the owner from time to time of Lot 67 (the "owner") shall have the right to the exclusive use and enjoyment of two existing signs located at or about the upper limit of the ground floor of the building at or about the northern and southern ends respectively of the Macleay Street frontage.

The conditions referred to above are as follows -


- (i) The owner shall be responsible for the proper maintenance,

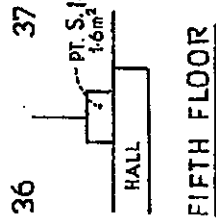
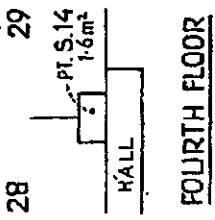
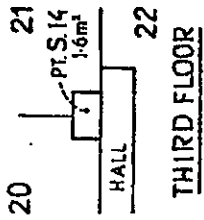
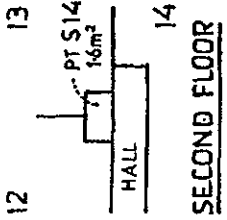
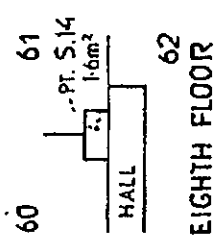
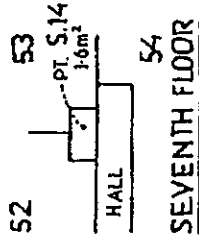
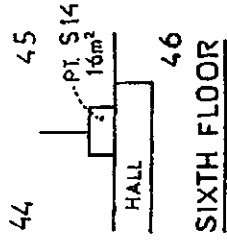
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and keeping in a state of good and serviceable repair, of the signs the subject of this by-law;

- (ii) The owner may replace the existing signs only with signs of the same dimensions;
- (iii) The owner shall be entitled to illuminate the signs provided that the cost of electricity required to illuminate the signs is fully met by the owner.

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TOTAL S14 = 11.2m²

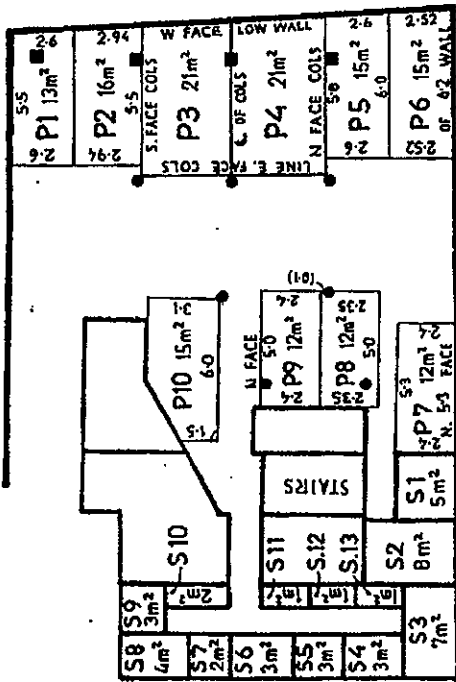
PLAN

FOR EXCLUSIVE USE OF PART OF THE COMMON PROPERTY IN STRATA PLAN OVER PROPERTY No. 40 MACLEAY ST, POTTS POINT.

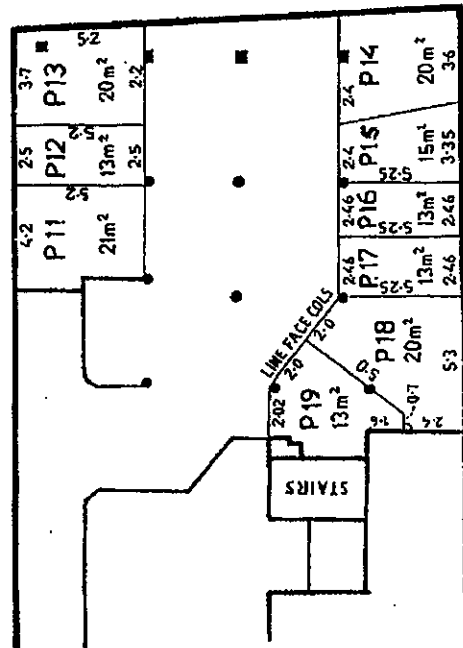
Per: REGISTERED SURVEYOR

REF NO 37488

BASEMENT



GROUND FLOOR



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