

Approved Form 7	Strata Plan By-laws	Sheet 1 of 41 sheet(s)
Registered:	Office Use Only	Office Use Only

**Instrument setting out the details of by-laws to be created upon registration of a strata plan
The by-laws to be created and their details are listed on page 2 and following**

Strata By-laws for Flour Mill of Summer Hill Stage 1

SP94960

Table of contents

1	Definitions and interpretation-----	7
1.1	Definitions	7
1.2	Reference to certain terms	10
1.3	Headings	11
1.4	Severability	11
1.5	Discretion in exercising rights	11
1.6	Partial exercise of rights	11
1.7	Remedies cumulative	11
2	About the by-laws -----	11
2.1	Purpose of the by-laws	11
2.2	Who must comply with the by-laws?	11
2.3	Types of Lots	11
3	Exclusive use by-laws -----	11
3.1	Purpose of Exclusive Use By-Laws	11
3.2	Interpreting this by-law	12
3.3	How to change an Exclusive Use By-Law	12
3.4	Occupiers may exercise rights	12
3.5	Regular accounts for your costs	12
3.6	Repairing damage	12
3.7	Indemnities	12
3.8	Additional insurances	12
3.9	Access to exclusive use areas	12
4	Your behaviour and responsibility for others -----	13
4.1	What are your general obligations?	13
4.2	Complying with the law	13
4.3	Erecting signs	13
4.4	Fire control	14
4.5	Goods not to be stored on Common Property	14
4.6	No parking on Common Property	14
4.7	Visitor parking	14
4.8	You are responsible for others	14
4.9	Requirements if you lease or licence your Apartment	14
4.10	False fire alarms	15
4.11	Occupancy limits	15

5	What are your obligations for your Lot? -----	15
5.1	General obligations	15
5.2	Use of your Lot	15
5.3	When will you need consent from the Owners Corporation?	15
5.4	Obligations when cooking in Apartment	16
5.5	Balcony of your Apartment	16
5.6	Floor coverings	16
5.7	Window treatments	17
5.8	Window coverings	17
5.9	Sun shades	17
5.10	Cleaning windows	17
5.11	Rights of the Owners Corporation to clean windows	17
5.12	Drying your laundry	17
5.13	Storage	17
5.14	Car space	18
5.15	Security devices, screens and doors	18
5.16	Barbecues	18
5.17	Internet and phone infrastructure	18
5.18	Rights of the Owners Corporation to enter your Lot	18
5.19	Damage or destruction	19
6	Keeping an animal -----	19
6.1	No animals in Retail Lots	19
6.2	What animals may you keep in your Apartment?	19
6.3	Information to be provided to the Owners Corporation	19
6.4	Your visitors	20
6.5	When will the Owners Corporation refuse consent?	20
6.6	Controlling your animal	20
6.7	Conditions for keeping an animal	20
6.8	Other conditions	20
6.9	Your responsibilities	20
7	Moving in and furniture deliveries and removals-----	21
7.1	General requirements	21
7.2	What are your obligations?	21
8	How to dispose of your garbage -----	21
8.1	General requirements	21
8.2	What are your obligations?	21
8.3	Cleaning up spills	22
8.4	Obligations of the Owners Corporation	22

9	Retail Lots garbage storage and removal -----	22
9.1	Obligations of Owners and Occupiers of Retail Lots	22
9.2	Alterations to the retail garbage rooms	23
10	Use of Retail Lots -----	23
10.1	Hours of operation for the Retail Lots	23
10.2	Approval for use of Retail Lot	23
10.3	Amending this by-law	23
11	Erecting Signs in Retail Lots -----	23
11.1	Retail Signage Code	23
11.2	Compliance with Retail Signage Code	24
11.3	Obligations of the Owners Corporation	24
11.4	The Developer	24
12	Carrying out building works -----	24
12.1	When do you need consent?	24
12.2	When is consent not necessary?	24
12.3	Procedures before you carry out Building Works	25
12.4	Procedures when you carry out Building Works	25
12.5	Making arrangements with the Owners Corporation	25
12.6	Developer's Building Works	25
12.7	Delegation of functions to the Strata Committee	26
13	Inter-Tenancy walls -----	26
13.1	When may you alter or remove an Inter-Tenancy Wall?	26
13.2	What consents are necessary?	26
13.3	What are the conditions for carrying out the work?	26
14	Exclusive Use of Airconditioning Services -----	27
14.1	Exclusive Use By-Law	27
14.2	Interpreting this by-law	27
14.3	How does airconditioning in Flour Mill of Summer Hill Stage 1 work	27
14.4	Exclusive use rights	27
14.5	What are your obligations?	27
14.6	Obligations of Owners Corporation	27
14.7	Paying for air conditioning services	27
15	Agreement with the Building Manager -----	28
15.1	Purpose of the agreement	28
15.2	Delegation of functions	28
15.3	Agreement during the Initial Period	28
15.4	Agreements after the Initial Period	28

15.5	What provisions must be included in an agreement?	28
15.6	Duties of the Building Manager	28
16	Common Property -----	29
16.1	Easements	29
16.2	What are your obligations?	29
16.3	When will you need consent from the Owners Corporation?	29
16.4	Umbrella Deed	29
17	Insurance premiums -----	30
17.1	Consent from the Owners Corporation	30
17.2	Payments for increased premiums	30
17.3	Floating floor boards	30
18	Security at Flour Mill of Summer Hill Stage 1 -----	30
18.1	Obligations of the Owners Corporation	30
18.2	Installation of security equipment	30
18.3	Restricting access to Common Property	30
18.4	Providing Owners and Occupiers with Security Keys	31
18.5	Managing the Security Key system	31
18.6	What are your obligations?	31
18.7	Closing doors	31
18.8	Some prohibitions	31
19	Exclusive Use for Signage Purposes -----	32
19.1	Exclusive Use By-Law	32
19.2	Exclusive use rights	32
19.3	Interpreting this by-law	32
19.4	What are your obligations?	32
19.5	Some prohibitions	32
19.6	Indemnities	32
20	Maintenance Responsibilities -----	33
20.1	Introduction and intent	33
20.2	Maintenance responsibilities	33
21	How are consents given? -----	34
21.1	Who may give consent?	34
21.2	Conditions	34
21.3	Can consent be revoked?	35
22	Failure to comply with by-laws -----	35
22.1	What can the Owners Corporation do?	35

22.2	Procedures	35
22.3	Recovering money	35
23	Applications and complaints -----	35
Schedule 1	-----	36
	Retail Signage Code	36
Signing page	-----	39

1 Definitions and interpretation

1.1 Definitions

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

Term	Definition
Acoustic Consultant	means an accredited member of the Association of Australian Acoustical Consultants (or other professional body acceptable to the Owners Corporation).
Acoustic Standard	means a minimum 6 star rating prescribed by the Acoustical Star Ratings system published by the Association of Australian Acoustical Consultants Guideline for Apartment and Townhouse Acoustic Rating (September 2010) or its replacement.
Airconditioning Services	<p>include, without limitation:</p> <ul style="list-style-type: none"> (a) air handling units and equipment, condensors, fan units, cables, conduits, pipes, wires and ducts which are located on Common Property and exclusively service a Lot including, without limitation, by supplying airconditioning, reticulated water or refrigerant for airconditioning; and (b) condensor water pumps; and (c) switchboards, electrical controllers and dosing tanks; and (d) reticulated water and refrigerant supplying airconditioning to Lots. <p>Airconditioning Services do not include:</p> <ul style="list-style-type: none"> (a) costs for electrical consumption by Lots; or (b) the water cooled package units which provide climate control for Lots in Flour Mill of Summer Hill Stage 1; or (c) fan coil units, coils, cables, conduits, pipes, wires, mechanical ventilation and ducts which service a Lot in Flour Mill of Summer Hill Stage 1.
Apartment	means each of strata lots 1 to 45 in Flour Mill of Summer Hill Stage 1 and includes any car space or storage space forming part of a lot.
Balcony	means an external balcony, wintergarden or courtyard in an Apartment as shown on the strata plan for Flour Mill of Summer Hill Stage 1.
Building Manager	means the building manager or facilities manager appointed by the Owners Corporation according to by-law 15.
Building Works	means Minor Renovations works, alterations, additions, damage, removal, repairs or replacement of:

Term	Definition
	<p>(a) Common Property structures, including the Common Property walls, floor and ceiling enclosing your Apartment or Retail Lot. Common Property walls include windows and doors in those walls; or</p> <p>(b) the structure of your Apartment or Retail Lot; or</p> <p>(c) the internal walls inside your Apartment or Retail Lot (e.g. a wall dividing two rooms in your Apartment or Retail Lot); or</p> <p>(d) aerial or wires outside your Apartment or Flour Mill of Summer Hill Stage 1;</p> <p>(e) Common Property services; or</p> <p>(f) services in Flour Mill of Summer Hill Stage 1, whether or not they are for the exclusive use of your Apartment.</p> <p>Building Works excludes:</p> <p>(g) minor fit out works inside an Apartment or Retail Lot and minor works or alterations to the interior of Common Property walls in an Apartment (e.g. hanging pictures or attaching items to those walls); and</p> <p>(h) Cosmetic Work.</p>
Common Property	means Common Property in Flour Mill of Summer Hill Stage 1 and personal property of the Owners Corporation.
Concept Approval	means the approval of the Minister MP10-0155 dated 7 December 2012 and modification number MP10-0155 MOD 2, as may be amended from time to time.
Cosmetic Work	has the meaning give to that term in section 109 of the Management Act.
Council	means Inner West Council and its successors.
Developer	means Australian Executor Trustees Limited (ACN 007 869 794), DH Summer Hill Pty Ltd (ACN 169 580 045) and CA Summer Hill Pty Ltd (ACN 169 615 829) and their successors and assigns.
Development Act	means the <i>Strata Schemes Development Act 2015</i> (NSW).
Development Approvals	<p>means:</p> <p>(a) the Concept Approval;</p> <p>(b) approval number MP10_0180;</p> <p>(c) approval number 2014SYE055;</p> <p>(d) consent no. 10.2013.143.1 dated 24 November 2016; and</p> <p>(e) any other development approvals (and modifications of them) which apply (or may apply) to Flour Mill of Summer Hill Stage 1 and the Flour Mill of Summer Hill Precinct generally.</p>

Term	Definition
EP & A Act	means the <i>Environmental Planning and Assessment Act 1979</i> (NSW).
Exclusive Use By-Law	means by-laws granting Owners exclusive use and special privileges of Common Property according to part 7 division 3 of the Management Act.
Flour Mill of Summer Hill Precinct	means the mixed use development known as 'Flour Mill of Summer Hill' which is proposed to be developed on in accordance with the Development Approvals and which is to include residential, retail and commercial buildings, public open space and private open space.
Flour Mill of Summer Hill Stage 1	means strata scheme no. SP94960.
Garbage Room	means the Common Property garbage room(s) located on basement level 1 of the carpark. It includes all bulk garbage bins, compactor, hot and cold water assembly, roller shutter, ventilation and associated equipment.
Government Agency	means any government or any governmental or semi-governmental administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity or state owned corporation and includes the Council.
Hard Flooring	means timber, engineered timber, floating stone and tiled floors and includes any floor covering having a solid surface.
Internal Pipe Work	means any pipe work or wiring that only services one Lot, whether located on the Common Property or internal wall of a Lot.
Lot	means an Apartment or a Retail Lot.
Management Act	means the <i>Strata Schemes Management Act 2015</i> (NSW).
Minor Renovations	has the meaning given to that term in section 110 of the Management Act.
Occupier	means the occupier, lessee, licensee or person in lawful occupation of a Lot.
Owner	means: <ul style="list-style-type: none"> (a) the owner of a Lot; and (b) for an Exclusive Use By-Law; the owner(s) of the Lot(s) benefiting from the by-law; and (c) a mortgagee in possession of a Lot.
Owners Corporation	means The Owners – Strata Plan No. SP94960.
Plaza Area	means the hard and soft landscaped areas located on the ground level, Flour Mill of Summer Hill Stage 3B.
Precinct Shared Facilities	has the meaning given in the Umbrella Deed, which includes the park area, plaza area, pedestrian accessways and private roads.
Retail Lot	means lot 45 in Flour Mill of Summer Hill Stage 1.

Term	Definition
Retail Signage Code	means the code which regulates the type, location and erection of signs by the Owners and Occupiers of Retail Lots and on Common Property in Flour Mill of Summer Hill Stage 1. The Retail Signage Code is Schedule 1 of these by-laws.
Security Keys	means a key, magnetic card or other device or information used in Flour Mill of Summer Hill Stage 1 to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems.
Strata Committee	means the strata committee of the Owners Corporation.
Strata Manager	means the person appointed by the Owners Corporation as its strata managing agent under section 49 of the Management Act. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owners Corporation.
Umbrella Deed	means the umbrella deed for the Flour Mill of Summer Hill Precinct.
Visitor Parking	means basement parking identified by signage as visitor parking.

1.2 Reference to certain terms

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

- (a) words that this by-law 1 does not explain have the same meaning as they do in the Management Act;
- (b) the word 'you' means an Owner or Occupier;
- (c) a by-law is a reference to the by-laws and Exclusive Use By-Laws under the Management Act which are in force for Flour Mill of Summer Hill Stage 1;
- (d) a document (including the by-laws) includes any amendment, addition or replacement of it;
- (e) a law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- (f) the word 'person' includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency;
- (g) a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (h) the singular includes the plural and vice versa; and
- (i) the words 'include', 'including', 'for example' or 'such as' are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

1.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of the by-laws.

1.4 Severability

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

1.5 Discretion in exercising rights

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

1.6 Partial exercise of rights

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

1.7 Remedies cumulative

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

2 About the by-laws

2.1 Purpose of the by-laws

The by-laws regulate the day-to-day management and operation of Flour Mill of Summer Hill Stage 1. They are an essential document for the Owners Corporation and everyone who owns or occupies a Lot in Flour Mill of Summer Hill Stage 1.

2.2 Who must comply with the by-laws?

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

2.3 Types of Lots

Flour Mill of Summer Hill Stage 1 contains a mix of residential and commercial uses. To ensure the rights and interests of the Owners and Occupiers of each type of lot are protected, some by-laws make specific provisions for Apartments or Retail Lots.

3 Exclusive use by-laws

3.1 Purpose of Exclusive Use By-Laws

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

3.2 Interpreting this by-law

In this by-law 3, 'you' means an Owner who has the benefit of an Exclusive Use By-Law.

3.3 How to change an Exclusive Use By-Law

The Owners Corporation may, by special resolution:

- (a) create, amend or cancel an Exclusive Use By-Law with the written consent of each Owner who benefits (or will benefit) from the Exclusive Use By-Law; and
- (b) amend or cancel this by-law 3 only with the written consent of each Owner who benefits (or will benefit) from the Exclusive Use By-Law.

3.4 Occupiers may exercise rights

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

3.5 Regular accounts for your costs

If you are required under an Exclusive Use By-Law to contribute towards the costs of the Owners Corporation, the Owners Corporation must give you regular accounts of the amounts you owe. The Owners Corporation may:

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

3.6 Repairing damage

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

3.7 Indemnities

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

3.8 Additional insurances

In addition to your obligations under by-law 17, you must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising your rights or performing your obligations under an Exclusive Use By-Law.

3.9 Access to exclusive use areas

You must give the Owners Corporation access to the exclusive use or special privilege area to allow the Owners Corporation to exercise its rights and comply with its obligations under the Management Act and the by-laws. Except in an emergency, the Owners Corporation must provide the Owner with reasonable notice before it accesses the area.

4 Your behaviour and responsibility for others

4.1 What are your general obligations?

You must not:

- (a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of another Lot or Common Property by another Owner or Occupier;
- (b) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors;
- (c) smoke cigarettes, cigars or pipes while you are:
 - (i) on Common Property or allow smoke from them to enter Common Property; or
 - (ii) in your Lot where the smoke drifts into another Lot or where the smoke causes a nuisance or hazard or otherwise interferes unreasonably with the use and enjoyment of a Lot by another Owner or Occupier;
- (d) obstruct the legal use of Common Property by any person;
- (e) do anything in Flour Mill of Summer Hill Stage 1 which is illegal; or
- (f) do anything which might damage the good reputation of the Owners Corporation or Flour Mill of Summer Hill Stage 1.

4.2 Complying with the law

- (a) You must comply on time and at your cost with all laws relating to:
 - (i) your Lot;
 - (ii) the use of your Lot; and
 - (iii) Common Property to which you have a licence, lease or a right to use under an Exclusive Use By-Law.
- (b) The things with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of Government Agencies.

4.3 Erecting signs

- (a) Owners of Apartments and the Owners Corporation are not permitted to erect any signs in and around Flour Mill of Summer Hill Stage 1. This includes 'For Sale' and 'For Lease' signs. However, while the Developer is an Owner, the Developer may erect and display 'For Sale' or 'For Lease' signs in or around Flour Mill of Summer Hill Stage 1 and on Common Property without consent from the Owners Corporation.
- (b) See by-law 11 for information about erecting signs in the Retail Lots.

4.4 Fire control

You must:

- (a) comply with laws about fire control;
- (b) obtain approval from the Owners Corporation before you change a lock on the entry door to your Apartment or Retail Lot;
- (c) not keep flammable materials on Common Property or in your car space or any storage space;
- (d) not interfere with fire safety equipment; and
- (e) not obstruct fire stairs or fire escapes.

4.5 Goods not to be stored on Common Property

At all times, Common Property must be kept clear of goods and must not be used for storage purposes (other than in designated areas).

4.6 No parking on Common Property

You must not park or stand a vehicle on Common Property.

4.7 Visitor parking

- (a) You may allow your visitors to park in the Visitor Parking provided your visitors park there on a casual basis.
- (b) You must not park in the Visitor Parking.

4.8 You are responsible for others

- (a) You must:
 - (i) take all reasonable actions to ensure your visitors comply with the by-laws;
 - (ii) make your visitors leave Flour Mill of Summer Hill Stage 1 if they do not comply with the by-laws;
 - (iii) take reasonable care about who you invite into Flour Mill of Summer Hill Stage 1; and
 - (iv) accompany your visitors at all times, except when they are entering or leaving Flour Mill of Summer Hill Stage 1.
- (b) You must not allow another person to do anything which you cannot do under the by-laws.

4.9 Requirements if you lease or licence your Apartment

If you lease or licence your Lot, you must:

- (a) provide your tenant or licensee with an up-to-date copy of the by-laws;

- (b) ensure that your tenant or licensee and their visitors comply with the by-laws; and
- (c) take all action available to you, including action under the lease or licence agreement, to make them comply or leave Summer Hill Flour Mill Stage 1.

4.10 False fire alarms

If any act or omission by you (or any person in the building at your invitation) results in the activation of a fire alarm in the absence of a fire, you must pay or reimburse the Owners Corporation for all costs, fees or charges the Owners Corporation incurs (as a liquidated sum payable on demand) resulting from activation of the alarm. The costs include the attendance of the fire brigade or other emergency services.

4.11 Occupancy limits

- (a) No more than two adults per bedroom may reside in an Apartment.
- (b) For the purposes of this by-law 4.11, 'bedroom' has the meaning given in section 137(6) of the Management Act.

5 What are your obligations for your Lot?

5.1 General obligations

You must:

- (a) keep your Lot clean and tidy and in good repair and condition;
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws which services your Lot (whether or not you made the installation or alteration);
- (c) notify the Owners Corporation if you change the existing use of your Lot in a way which may affect its insurance policies or premiums. See by-law 17 for important information about increasing and paying for insurance premiums; and
- (d) at your expense, comply with all laws relating to your Lot and requirements of Government Agencies.

5.2 Use of your Lot

- (a) You must use your Apartment for residential purposes only.
- (b) You must use your Retail Lot for commercial or retail purposes only.

5.3 When will you need consent from the Owners Corporation?

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

- (a) keep anything in your Lot which is visible from outside the Lot and is not in keeping with the appearance of Flour Mill of Summer Hill Stage 1; or
- (b) store anything in your car space (other than a vehicle).

5.4 Obligations when cooking in Apartment

You must keep the front door of your Apartment closed whilst cooking to prevent any odours or smoke emitted whilst cooking from entering the Common Property corridors.

5.5 Balcony of your Apartment

- (a) You must ensure that any outdoor furniture kept on the Balcony of your Apartment is:
 - (i) safely secured against wind and other adverse weather events;
 - (ii) of a high quality and finish, commensurate with the quality of Flour Mill of Summer Hill Stage 1 and is in keeping with the appearance of Flour Mill of Summer Hill Stage 1; and
 - (iii) kept in a good condition, maintained and does not detract from the appearance of your Apartment or Flour Mill of Summer Hill Stage 1.
- (b) You must have consent from the Owners Corporation to fix furniture, decorative objects, brackets, hangers, shelves, trellises or any other item to the Balcony of your Apartment.
- (c) You must have the consent of the Owners Corporation to repaint the Balcony of your Apartment.
- (d) Consent will not be provided by the Owners Corporation to repaint the Balcony of your Apartment in a colour which differs from the rest of Flour Mill of Summer Hill Stage 1.
- (e) You must only undertake an action under this by-law 5.5 if it is safe to do so.

5.6 Floor coverings

- (a) You must stop the transmission of noise which might unreasonably disturb another Owner or Occupier by keeping the floors in your Lot covered or treated and obtaining the consent from the Owners Corporation to remove or interfere with floor coverings or treatments in your Apartment.
- (b) If at the date of registration of Flour Mill of Summer Hill Stage 1, the floors in your Lot are covered with Hard Flooring, then you are responsible (at your cost) for cleaning, maintaining, repairing and where necessary, replacing those floor coverings and not the Owners Corporation.
- (c) If you at any time install Hard Flooring in your Lot, you are responsible (at your cost) for cleaning, maintaining, repairing and where necessary, replacing those floor coverings and not the Owners Corporation. Refer to by-law 17.3 in respect of insurance of floating floor boards.
- (d) Subject to by-laws 5.6(e) and 5.6(f), you may at any time affix Hard Flooring to the floor area of your Lot. The installation of Hard Flooring must meet the Acoustic Standard for sound transmission requirements.
- (e) At least 7 days prior to installation of Hard Flooring to your Lot, you must provide the Owners Corporation with notice of the proposed installation (in the form required by the Owners Corporation) and the design and specification details for the Hard Flooring.
- (f) Within 30 days of installing Hard Flooring to your Lot, you must provide evidence of compliance with this by-law 5.6 in a form satisfactory to the Owners Corporation and a

certificate from an Acoustic Consultant certifying that the floor installed within the Lot has been tested and complies with the Acoustic Standard.

- (g) If you fail to comply with by-law 5.6(f) within 3 months of installing Hard Flooring, you must remove the Hard Flooring and reinstate the floor coverings in place prior to the installation.

5.7 Window treatments

You must have consent from the Owners Corporation to place solar film or similar treatments on the internal or external surfaces of glass windows and doors in your Lot.

5.8 Window coverings

You:

- (a) may install curtains, blinds, louvres, shutters or other window and door treatments on or in your Apartment provided they have an appearance from outside the Apartment which is white (white curtain linings or sheers are an acceptable method of achieving this); and
- (b) must have consent from the Owners Corporation to place, install or retain curtains, blinds, louvres, shutters and window and door treatments other than those specified in by-law 5.8(a).

5.9 Sun shades

You must have consent from the Owners Corporation to install a sun shade, sun blind, awning or other sun shading device in your Apartment, Retail Lot or on Common Property.

5.10 Cleaning windows

Subject to by-law 5.11, you must clean the glass in windows and doors of your Lot (even if they are Common Property). However, you do not have to clean the glass in windows or doors that you cannot access safely.

5.11 Rights of the Owners Corporation to clean windows

- (a) The Owners Corporation may resolve to clean the glass in some or all of the windows and doors in Flour Mill of Summer Hill Stage 1. If the Owners Corporation resolves to clean glass in your Lot, you are excused from your obligations under by-law 5.10 for the period the Owners Corporation resolves to clean the glass.
- (b) If your Apartment has a balcony which is open to the air, then you will need to follow the directions of the Building Manager during the cleaning process which will include for safety not accessing your balcony during the cleaning period.

5.12 Drying your laundry

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

5.13 Storage

- (a) If your Lot contains a storage space (located in the carpark of Flour Mill of Summer Hill Stage 1), you may use the storage area for the storage of household and similar goods. You must not use the storage area for parking a vehicle or trailer or as a habitable space.

- (b) You are responsible for securing your storage space at all times.

5.14 Car space

- (a) If your Lot contains a car space, you must not store anything in the car space other than a vehicle (unless you obtain prior written consent of the Owners Corporation). For the avoidance of doubt, you are not permitted to store any boxes, furniture or other household items in your car space.
- (b) You must keep your car space free from any rubbish or spills (including oil or grease). If your car leaks oil or grease, then you must immediately clean the affected area (including any Common Property). If you fail to clean the affected area, the Owners Corporation may clean the affected area and recover the costs from you.

5.15 Security devices, screens and doors

You must obtain consent from the Owners Corporation before you vary, change or remove any security device, security screen or security door installed in your Lot.

5.16 Barbecues

- (a) Subject to by-law 5.16(b), you may store and operate a barbeque on the Balcony of your Apartment (but not in any wintergarden component of your Apartment) provided:
 - (i) it is safely secured against wind and other adverse weather events;
 - (ii) it is a covered gas or electric portable barbeque. Solid fuel barbeques are prohibited;
 - (iii) the barbeque does not produce smoke; and
 - (iv) you do not emit smoke or odours whilst cooking which create a nuisance to other Owners or Occupiers.
- (b) When your balcony is a wintergarden (whether in whole or in part) you must not store or operate a barbeque in that wintergarden component.

5.17 Internet and phone infrastructure

- (a) A box containing NBN infrastructure (being the equipment necessary for the provision of internet and phone services to your Lot) is located in a cupboard in your Lot. It is important that this box remains uncovered and well ventilated.
- (b) You should contact your preferred provider to arrange connection to the NBN infrastructure for internet and phone services to your Lot and for any subsequent troubleshooting or maintenance queries.

5.18 Rights of the Owners Corporation to enter your Lot

In addition to its rights under by-law 22, the Owners Corporation and contractors engaged by the Owners Corporation have the right to enter your Lot to operate, inspect, test, treat, use, maintain, repair or replace Common Property. The procedures with which the Owners Corporation must comply when it exercises this right are in the Management Act.

5.19 Damage or destruction

- (a) If any part of the Common Property is partially destroyed or damaged, the Owners Corporation must as soon as reasonably practicable:
 - (i) obtain, at its cost, all necessary Approvals; and
 - (ii) repair, replace and make good the whole of the destroyed or damaged part of the Common Property to no less a condition than the condition in which it was immediately before the damage or destruction.
- (b) The Owners Corporation is not responsible for repairing, replacing or making good any damage or destruction caused to a Lot. The Owner of the Lot is responsible for the repair, replacement and making good of their Lot including all costs.

6 Keeping an animal

6.1 No animals in Retail Lots

If you are an Owner or Occupier of a Retail Lot, you must not bring an animal into Flour Mill of Summer Hill Stage 1 unless the animal is a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability and you need the dog or other animal because of a visual disability, a hearing disability or any other disability.

6.2 What animals may you keep in your Apartment?

- (a) Subject to this by-law 6, you may keep the following in your Apartment:
 - (i) goldfish or other similar fish in an indoor aquarium;
 - (ii) one domestic cat or small size dog that does not exceed approximately 12 kilograms in weight when fully grown; and
 - (iii) a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability if you or another person who lives with you needs the dog or other animal because of a visual disability, a hearing disability or any other disability.
- (b) Despite by-law 6.2(a), you may keep in your Apartment any domestic cat or dog which you already own before you first move into your Apartment.
- (c) You must obtain the prior consent of the Owners Corporation to keep any other animal.

6.3 Information to be provided to the Owners Corporation

- (a) If you keep a dog or cat in your Apartment you must within 14 days of bringing the animal into the Apartment register the animal with the Owners Corporation by providing information required by the Owners Corporation (in a form satisfactory to the Owners Corporation), including:
 - (i) microchip details;
 - (ii) vaccination records;
 - (iii) breed, age, sex and photo of the animal; and

- (iv) training certificates in respect of any guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability.

6.4 Your visitors

You must not allow a visitor to bring an animal into Flour Mill of Summer Hill Stage 1 unless the animal is a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability and your visitor needs the dog or other animal because of a visual disability, a hearing disability or any other disability.

6.5 When will the Owners Corporation refuse consent?

The Owners Corporation will not give you consent to keep:

- (a) a medium or large size dog that exceeds 12 kilograms in weight when fully grown;
- (b) a dog that is vicious, aggressive, noisy or difficult to control;
- (c) a dog that is not registered under the *Companion Animals Act 1998* (NSW); or
- (d) a dangerous dog as defined under the *Companion Animals Act 1998* (NSW).

6.6 Controlling your animal

You must ensure that any animal you are allowed to keep under this by-law 6 does not wander onto another Apartment or Common Property. If it is necessary to take your animal onto Common Property (e.g. to transport it out of Flour Mill of Summer Hill Stage 1), you must restrain it (e.g. by leash or pet cage) and control it at all times.

6.7 Conditions for keeping an animal

A condition which automatically applies if you keep an animal under this by-law is that the Owners Corporation has the right at any time to order you to remove your animal if:

- (a) it becomes offensive, vicious, aggressive, noisy or a nuisance;
- (b) you do not comply with your obligations under this by-law 6;
- (c) you breach a condition made by the Owners Corporation when it gave you consent to keep the animal; or
- (d) if you keep a dog, your dog is a dangerous dog or is not registered under the *Companion Animals Act 1998* (NSW).

6.8 Other conditions

The Owners Corporation may make other conditions if it gives you consent to keep an animal according to this by-law 6.

6.9 Your responsibilities

You are responsible:

- (a) to other Owners and Occupiers and people using Common Property for:
 - (i) any noise your animal makes which causes unreasonable disturbance; and

- (ii) damage to or loss of property or injury to any person caused by your animal; and
- (b) to clean up after your animal.

7 Moving in and furniture deliveries and removals

7.1 General requirements

- (a) You must make arrangements with the Owners Corporation at least 48 hours before you move in or out of Flour Mill of Summer Hill Stage 1 or move large articles (e.g. furniture) through Common Property.
- (b) The Owners Corporation may charge you a reasonable move in fee for a representative of the Owners Corporation to supervise the move and any additional services required by the Owners Corporation to facilitate the move.

7.2 What are your obligations?

When you take deliveries or move furniture or goods through Flour Mill of Summer Hill Stage 1 (including the delivery of stock or goods), you must:

- (a) comply with the reasonable requirements of the Owners Corporation, including the requirement to pay a bond and fit an apron cover to any Common Property lift;
- (b) repair any damage you (or the person making the delivery) cause to Common Property; and
- (c) if you (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of Common Property.

8 How to dispose of your garbage

8.1 General requirements

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

- (a) on Common Property (other than in the Garbage Room);
- (b) in an area of your Lot which is visible from the outside of your Lot; or
- (c) in the carspace or storage space of your Lot.

8.2 What are your obligations?

You must:

- (a) transport to and dispose of your garbage in the Garbage Room which is closest to your Apartment or Retail Lot;
- (b) transport to and store your recyclable materials in Garbage Room which is closest to your Apartment or Retail Lot;
- (c) drain and securely wrap your garbage before you place them in the Garbage Room which is closest to your Apartment or Retail Lot;

- (d) recycle your garbage and recyclable materials according to instructions from your Owners Corporation and Government Agencies;
- (e) drain and clean bottles and other recyclable items (and ensure that they are not broken) before you place them in the Garbage Room;
- (f) contact the Building Manager to remove (at your cost) your large articles of garbage, recyclable materials, liquids or other articles which Council will not remove as part of its normal garbage storage and removal service.

8.3 Cleaning up spills

If you spill garbage or other rubbish on Common Property, you must immediately remove the garbage or rubbish and clean the affected area.

8.4 Obligations of the Owners Corporation

The Owners Corporation must:

- (a) provide or ensure provision of a sufficient number of garbage and recycling receptacles in the Garbage Room for the storage of household garbage and recyclable materials;
- (b) maintain, repair and clean the Garbage Room;
- (c) maintain, repair and clean the garbage receptacles located in the garbage rooms in Flour Mill of Summer Hill Stage 1;
- (d) arrange for the regular removal of garbage from the Garbage Room unless this service is provided by Council; and
- (e) arrange for the regular removal of garbage and recyclable materials, liquids or other articles which Council will not remove as part of its normal garbage collection services (at the relevant owner or Occupiers cost).

9 Retail Lots garbage storage and removal

9.1 Obligations of Owners and Occupiers of Retail Lots

In addition to the obligations contained in by-law 8 Owners and Occupiers of Retail Lots must, at their cost:

- (a) make provision for their own garbage and recycling storage enclosure by installing and retaining a fully enclosed garbage storage room wholly within their Lot (not on Common Property);
- (b) comply with all requirements of the Committee and Government Agencies for the installation of the garbage storage room wholly within their Lot (including ventilation and enclosures for storage of putrescibles);
- (c) transport to and store their garbage and recyclable materials in the garbage room located wholly within their Lot;
- (d) maintain, repair and clean the garbage receptacles and recyclable receptacles located in their Lot;

- (e) arrange for the regular removal of their garbage and recyclable materials from their Lot and Flour Mill of Summer Hill Stage 1; and
- (f) if necessary, transport their garbage and recyclable receptacles from their Lot to the street for collection and removal and return the receptacles within 12 hours of collection; and
- (g) ensure that the collection and removal of all garbage and recyclable materials from their Lot only occurs between the hours of 8.00am to 5.00pm Mondays to Fridays (excluding any public holidays).

9.2 Alterations to the retail garbage rooms

The Owners Corporation or a Government Agency may require you to make alterations to or installations in the retail garbage rooms in Flour Mill of Summer Hill Stage 1 (e.g. install an enclosure for your garbage receptacles if the use of your Lot produces putrescibles). You must, at your cost:

- (a) comply with those requirements; and
- (b) maintain, repair and, where necessary, replace any alterations or installations under this by-law 9 which services your Lot (whether or not you made them).

10 Use of Retail Lots

10.1 Hours of operation for the Retail Lots

If you are the Owner or Occupier of a Retail Lot, you may use your Retail Lot for commercial or retail purposes only during the hours approved by Government Agencies.

10.2 Approval for use of Retail Lot

The Owners Corporation must consent to the lodgement of an application to a Government Agency (as owner for the purpose of the EP&A Act) for a particular use, or for specified hours, if requested by an Owner or an Occupier of a Retail Lot.

10.3 Amending this by-law

The Owners Corporation may amend this by-law 10 only:

- (a) by special resolution; and
- (b) with the written consent of the Owners of the Retail Lots (acting reasonably).

11 Erecting Signs in Retail Lots

11.1 Retail Signage Code

- (a) The Retail Signage Code regulates the erection of signs by the Owners and Occupiers of Retail Lots in their Lot and on Common Property. The Retail Signage Code is set out in Schedule 1 to these by-laws and is attached as if it was fully set out in this by-law 11.
- (b) The rights and obligations set out in the Retail Signage Code are deemed to be incorporated in this by-law 11.

11.2 Compliance with Retail Signage Code

If you are the Owner or Occupier of a Retail Lot and you propose to place, install, fit, change remove or erect a sign:

- (a) in your Retail Lot (including the inside of any windows in your Retail Lot); or
- (b) on Common Property (if you are entitled to do so under and Exclusive Use By-law or otherwise with the written consent of the Owners Corporation),

you must comply with the Retail Signage Code.

11.3 Obligations of the Owners Corporation

The Owners Corporation must consent to the lodgement of an application to a Government Agency (as owner for the purpose of the EP&A Act) for the erection of a sign permitted under the Retail Signage Code if such consent is:

- (a) required by the Government Agency; and
- (b) requested by an Owner or Occupier of a Retail Lot.

11.4 The Developer

While the Developer is an Owner, the Developer does not need consent from the Owners Corporation to erect and display 'For Sale' or 'For Lease' in a Lot or on Common Property.

12 Carrying out building works

12.1 When do you need consent?

Subject to this by-law 12, you must have consent from the Owners Corporation to carry out Building Works.

12.2 When is consent not necessary?

- (a) You do not need consent from the Owners Corporation under this by-law 12 to:
 - (i) if you are the Developer, erect a 'For Sale' or 'For Lease' sign according to by-law 4.3;
 - (ii) if you are the Developer, undertake works under by-law 12.6;
 - (iii) alter or remove an Inter-Tenancy Wall according to by-law 13; or
 - (iv) carry out Building Works which you are entitled to carry out under an Exclusive Use By-Law.
- (b) However, you must comply with by-laws 12.3 to 12.5 when you carry out the Building Works.

12.3 Procedures before you carry out Building Works

Before you carry out Building Works, you must:

- (a) obtain necessary consents from the Owners Corporation and Government Agencies;
- (b) find out where service lines and pipes are located;
- (c) obtain consent from the Owners Corporation;
- (d) pay a bond in the amount reasonably required by the Owners Corporation to secure any costs incurred by the Owners Corporation in relation to the Building Works; and
- (e) if you do not need consent to carry out the Building Works, give the Owners Corporation a written notice describing what you propose to do. You must give the notice at least 14 days before you start the Building Works.

12.4 Procedures when you carry out Building Works

If you carry out Building Works, you must:

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

12.5 Making arrangements with the Owners Corporation

Before you carry out Building Works (including Building Works for which you do not require consent from the Owners Corporation), you must:

- (a) arrange with the Owners Corporation a suitable time and means by which to access Flour Mill of Summer Hill Stage 1 for purposes associated with those Building Works;
- (b) comply with the reasonable requirements of the Owners Corporation about the time and means by which you must access Flour Mill of Summer Hill Stage 1; and
- (c) ensure that contractors and any persons involved in carrying out the Building Works comply with the reasonable requirements of the Owners Corporation about the times and means by which they must access Flour Mill of Summer Hill Stage 1.

12.6 Developer's Building Works

- (a) The Developer does not need consent from the Owners Corporation under this by-law 9 to carry out Building Works (including installation of services, connection to the Common Property and connection of services) which are required to complete the development of the Flour Mill of Summer Hill Precinct.
- (b) You must provide the Developer with access to your Lot at reasonable times and on reasonable notice to complete the works required under by-law 12.6.

- (c) The Developer must comply with by-laws 12.4 and 12.5 when carrying out Building Works under this by-law 12.6.

12.7 Delegation of functions to the Strata Committee

Pursuant to section 110(6) of the Management Act, the Owners Corporation may delegate its functions to the Strata Committee under this by-law 12 and under section 110 of the Management Act in respect of Minor Renovations.

13 Inter-Tenancy walls

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

- (a) Subject to this by-law 13, you may alter or remove an Inter-Tenancy Wall if:
- (i) you own the Lots separated by the Inter-Tenancy Wall or you have the consent of the owner of the adjoining Lot;
 - (ii) it is not a structural wall;
 - (iii) before you carry out the work, you provide the Owners Corporation with a certificate from a qualified structural engineer acceptable to the Owners Corporation (acting reasonably) certifying that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect Common Property or other Lots (including services to those Lots); and
 - (iv) you comply with the procedures in this by-law 13.
- (b) Otherwise, you must have the consent of the Owners Corporation to alter or remove an Inter-Tenancy Wall.

13.2 What consents are necessary?

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

13.3 What are the conditions for carrying out the work?

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

- (a) carry out the work in the method certified by the structural engineer under by-law 13.1;
- (b) if appropriate, comply with the Development Act and lodge any necessary building alteration plan with the Registrar-General;
- (c) comply with by-laws 12.3 to 12.5; and
- (d) acknowledge for yourself and future Owners of your Lot that the Owners Corporation does not have to reinstate the Inter-Tenancy Wall.

14 Exclusive Use of Airconditioning Services

14.1 Exclusive Use By-Law

This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Lot. By-laws 3.4 to 3.9. apply to this Exclusive Use By-Law.

14.2 Interpreting this by-law

In this Exclusive Use By-Law, 'you' means the Owner of each Lot.

14.3 How does airconditioning in Flour Mill of Summer Hill Stage 1 work

Flour Mill of Summer Hill Stage 1 is serviced by a reverse cycle ducted system of airconditioning. Each Lot has an individual fan cooled unit located in their Lot which is connected through pipes, wires and ducts to their own condenser unit located in the Common Property plant room on their level. Each Lot's condenser unit is then connected through a series of shared pipes, wires and ducts to the cooling tower and heat exchanger located on the roof of the building.

14.4 Exclusive use rights

The Owner of each Lot has:

- (a) exclusive use of the Airconditioning Services which exclusively service their Lot; and
- (b) the special privilege to connect to and use the Airconditioning Services which exclusively service their Lot.

14.5 What are your obligations?

You must, at your cost:

- (a) operate, maintain and repair, and where necessary, replace Airconditioning Services exclusively servicing your Lot;
- (b) use contractors approved by the Owners Corporation to maintain, repair and replace Air-conditioning Services exclusively servicing your Lot; and
- (c) comply with the requirements of Government Agencies about air-conditioning services.

14.6 Obligations of Owners Corporation

The Owners Corporation must operate, maintain, repair and, where necessary, replace Airconditioning Services which are not for the exclusive use of a Lot. This will include the shared pipes, wires and ducts which service the building and connect the cooling tower and heat exchanger to the individual condenser units located in the Common Property plant rooms on each floor of Flour Mill of Summer Hill Stage 1.

14.7 Paying for air conditioning services

You must contribute towards the costs of the Owners Corporation incurred in connection with the operation, maintenance, repair or replacement of the Airconditioning Services under this Exclusive Use By-Law in shares proportional to the unit entitlement of your Lot. For the

avoidance of doubt, you are responsible for all electricity, water and associated running and maintenance costs for Airconditioning Services which exclusively service your Lot.

15 Agreement with the Building Manager

15.1 Purpose of the agreement

The Owners Corporation has the power to appoint and enter into agreements with a Building Manager to provide management and operational services for Flour Mill of Summer Hill Stage 1.

15.2 Delegation of functions

Unless permitted to do so by law, the Owners Corporation cannot delegate its functions or the functions of the Strata Committee to a Building Manager.

15.3 Agreement during the Initial Period

The Owners Corporation may enter into agreements with a Building Manager during the Initial Period. If an Owners Corporation (in its own right) enters into an agreement with a Building Manager during the Initial Period, the term of the agreement must not exceed two years (or such lesser maximum term as is prescribed by law).

15.4 Agreements after the Initial Period

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

- (a) the term of the agreement may be for the period determined by the Owners Corporation (acting reasonably) complying with the Management Act; and
- (b) the remuneration of the Building Manager under the agreement may be the amount determined by the Owners Corporation (acting reasonably).

15.5 What provisions must be included in an agreement?

If permitted by law, an agreement between the Owners Corporation (in its own right) and a Building Manager must have provisions about:

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

15.6 Duties of the Building Manager

If permitted by law, the duties of a Building Manager under an agreement with the Owners Corporation (in its own right) may include:

- (a) caretaking, supervising and servicing Common Property;
- (b) supervising cleaning and garbage removal services;
- (c) supervising the repair, maintenance, renewal or replacement of Common Property;

- (d) coordinating deliveries and the movement of goods, furniture and other large articles through Common Property;
- (e) coordinating the carrying out of Building Works;
- (f) managing the Security Key system and providing Security Keys according to the by-laws;
- (g) providing services to the Owners Corporation, Owners and Occupiers;
- (h) supervising employees and contractors of the Owners Corporation;
- (i) supervising Flour Mill of Summer Hill Stage 1 generally; and
- (j) doing anything else that the Owners Corporation agrees is necessary for the operation and management of Flour Mill of Summer Hill Stage 1.

16 Common Property

16.1 Easements

Where some items of Common Property are burdened by easements, you and the Owners Corporation:

- (a) must comply with your obligations under those easements; and
- (b) must not do anything to prevent the benefited parties under those easements from exercising their rights to use Common Property under those easements.

16.2 What are your obligations?

Subject to these by-laws, you must:

- (a) use Common Property equipment only for its intended purpose;
- (b) immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by you, your visitors or persons doing work or carrying out Building Works in Flour Mill of Summer Hill Stage 1 on your behalf.

16.3 When will you need consent from the Owners Corporation?

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

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

16.4 Umbrella Deed

- (a) The Umbrella Deed regulates the operation and use of the Precinct Shared Facilities.

- (b) You must comply with your obligations under the Umbrella Deed in respect of the operation, use and contribution to costs for the Precinct Shared Facilities.

17 Insurance premiums

17.1 Consent from the Owners Corporation

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

17.2 Payments for increased premiums

If the Owners Corporation gives you consent under this by-law 17, it may make conditions that require you to reimburse the Owners Corporation for any increased premium. If you do not agree with the conditions, the Owners Corporation may refuse its consent.

17.3 Floating floor boards

- (a) If your Lot contains floating floor boards, you are responsible for maintaining your own contents insurance policy in respect of the floating floor boards.
- (b) The insurance policy maintained by the Owners Corporation will not cover floating floor boards.

18 Security at Flour Mill of Summer Hill Stage 1

18.1 Obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to stop intruders coming into Flour Mill of Summer Hill Stage 1 and prevent fires and other hazards.

18.2 Installation of security equipment

The Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of Flour Mill of Summer Hill Stage 1.

18.3 Restricting access to Common Property

Subject to this by-law 18, the Owners Corporation has the power to:

- (a) close off or restrict by Security Key access to parts of Common Property that do not give access to a Lot;
- (b) restrict by Security Key your access to levels in Flour Mill of Summer Hill Stage 1 where you do not own or occupy a Lot or have access to according to an Exclusive Use By-Law;
- (c) charge you a fee if you request additional or replacement Security Keys; and
- (d) allow security personnel employed or contracted by the Owners Corporation to use part of Common Property to operate or monitor security at Flour Mill of Summer Hill Stage 1.

18.4 Providing Owners and Occupiers with Security Keys

Subject to this by-law, if the Owners Corporation exercises its rights under by-law 18.3, it may provide you with a Security Key for the relevant part of Common Property.

18.5 Managing the Security Key system

The Owners Corporation has the power to:

- (a) re-code Security Keys it issues for Common Property;
- (b) require you to promptly return Security Keys it issues to you to the Owners Corporation to be re-coded;
- (c) cancel your Security Key and charge you to re-code the Security Key if you have breached this by-law 18 or if the Owners Corporation reasonably believes the Security Key has been misused ; and
- (d) charge you a fee or a bond if you require extra or replacement Security Keys.

18.6 What are your obligations?

In regards to Security Keys issued by the Owners Corporation according to this by-law 18, you must:

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

18.7 Closing doors

You must take reasonable care to make sure that fire and security doors in Flour Mill of Summer Hill Stage 1 are locked or closed when they are not being used.

18.8 Some prohibitions

You must not:

- (a) copy a Security Key or give a Security Key to someone who is not an Owner or Occupier;
- (b) interfere with security cameras or surveillance equipment; or
- (c) do anything that might prejudice the security or safety of Flour Mill of Summer Hill Stage 1.

19 Exclusive Use for Signage Purposes

19.1 Exclusive Use By-Law

This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only with the written consent of the Owners of the Retail Lots. By-Laws 3.4 to 3.9 apply to this Exclusive Use By-Law.

19.2 Exclusive use rights

The Owners of the Retail Lots have, at their cost, the special privilege to:

- (a) erect signs permitted under the Retail Signage Code to Common Property walls adjacent to their Retail Lot provided that the Owners:
 - (i) obtain all necessary approvals from Council and Government Agencies;
 - (ii) comply with the types, location and size restrictions provided under the Retail Signage Code; and
- (b) make minor alterations to Common Property to enable the erection of the signs in accordance with this Exclusive By-Law.

19.3 Interpreting this by-law

In this Exclusive Use By-Law, 'you' means the Owners of the Retail Lots.

19.4 What are your obligations?

You must, at your cost:

- (a) comply with the Retail Signage Code;
- (b) repair any damage you cause during or as a result of the erection of a sign;
- (c) clean and remove debris caused as a result of erecting or maintaining the sign;
- (d) maintain that part of Common Property where the sign is erected (excluding any structural maintenance and repairs);
- (e) use contractors approved by the Owners Corporation to maintain and repair that part of the Common Property where the sign is erected; and
- (f) use, maintain and repair the sign in accordance with the requirements of Council, Government Agencies and the Owners Corporation.

19.5 Some prohibitions

You must not erect signs not permitted or provided for under the Retail Signage Code without the consent of the Owners Corporation and Government Agencies.

19.6 Indemnities

The Owners of the Retail Lots indemnify the Owners Corporation against all claims and liability caused by exercising your rights under this Exclusive Use By-Law.

20 Maintenance Responsibilities

20.1 Introduction and intent

- (a) This by-law has been drafted from the NSW Land and Property Information memorandum AG600000 dated November 2011 which attempts to provide a guide to Owners in determining the maintenance responsibilities for their scheme.
- (b) The intent of the by-law is:
 - (i) to provide definition of the maintenance responsibilities of the fixtures and fittings within a Lot and any appliances that only service a single Lot within the strata scheme; and
 - (ii) that any fixture or fitting contained within a Lot, whether specified in this by-law or not, or any appliance that only services one Lot, whether specified in this by-law or not, shall be deemed to be the maintenance responsibility of the Owner by virtue of the Owners Corporation absolving its maintenance responsibilities for same pursuant to section 106(3) of the Management Act.
- (c) Any item specified in this by-law that is afforded cover for damage due to an insurable event by the Owners Corporations insurance policy shall still be protected by that insurance.
- (d) At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building.
- (e) Waterproofing shall also remain the Owners Corporations responsibility, except where an Owner has undertaken a renovation within their Lot that affects a waterproofed area.
- (f) This by-law does not confer any rights upon an Owner or Occupier to install any item listed in this by-law as a fixture or fitting of a Lot.

20.2 Maintenance responsibilities

In accordance with section 106(3) of the Management Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within a Lot within Flour Mill of Summer Hill Stage 1:

Internal areas

- (a) All decorative finishes within a Lot, including but not limited to:
 - (i) all cornices;
 - (ii) all skirting boards;
 - (iii) all architraves and internal door jams;
 - (iv) wall tiles wherever located, including kitchen, bathroom and laundries;
 - (v) floor tiles wherever located, including kitchen, bathroom and laundries;
 - (vi) false ceilings; and

- (vii) mezzanines, stairs and handrails.

Bathroom, ensuites and laundry areas

- (b) All bathroom, ensuite and laundry fixtures and fittings, including but not limited to:
 - (i) toilet pan, including cistern and internal waste pipes; and
 - (ii) exhaust fans that only service the Lot, wherever located.

Floor coverings

- (c) all parquetry, linoleum, vinyl and cork tiles wherever located.

Balcony/courtyard areas

- (d) all tiles, pavers and decking;
- (e) all stairs and handrails within the balcony or courtyard area; and
- (f) all awnings, pergolas, privacy screens or louvers, whether originally or installed by the Owner or subsequent to the registration of the Strata Plan.

Electrical fittings and appliances

- (g) smoke detectors that only service one Lot; and
- (h) individual garage door motors.

Front door, balcony doors, windows and garage area

- (i) all flyscreens and security screens/doors fitted to the windows, doors and balcony doors of the Apartment, whether installed originally or subsequently by the Owner;
- (j) automatic door closers; and
- (k) any originally installed locking device or door furniture installed on the front and back doors, balcony doors or windows of a Lot.

21 How are consents given?

21.1 Who may give consent?

Unless a by-law states otherwise, consents under the by-laws may be given by the Owners Corporation or the Strata Committee at a meeting of the Strata Committee.

21.2 Conditions

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

21.3 Can consent be revoked?

The Owners Corporation or the Strata Committee may revoke their consent if you do not comply with conditions made by them when they gave your consent or the by-law under which they gave you consent.

22 Failure to comply with by-laws

22.1 What can the Owners Corporation do?

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

22.2 Procedures

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

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

22.3 Recovering money

- (a) The Owners Corporation may recover any money you owe it under the by-laws as a debt.
- (b) The Owners Corporation may recover from an Owner any money owed by an Occupier of that Owner's Lot under the by-laws as a debt.

23 Applications and complaints

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

Schedule 1

Retail Signage Code

1 Overview

1.1 Why have a Retail Signage Code?

The primary reasons for having a Retail Signage Code and controlling the external appearances of Flour Mill of Summer Hill Stage 1 are:

- (a) to preserve the design integrity and architectural quality of Flour Mill of Summer Hill Stage 1;
- (b) to recognise the different requirements of the residential and retail components of Flour Mill of Summer Hill Stage 1, while having proper regard to the common interest of each Owner and Occupier; and
- (c) to uphold property values for Owners.

1.2 Inconsistencies

If there is an inconsistency between a by-law and this Retail Signage Code, the by-law prevails.

2 Approvals

2.1 Approvals from Government agencies

Despite anything else in these by-laws, before you erect a sign you must:

- (a) obtain all necessary approvals from Government Agencies; and
- (b) provide a copy of any necessary approval to the Owners Corporation.

2.2 Other signs

If you propose to erect a sign that is not approved under this Retail Signage Code, before erecting the sign you must:

- (a) obtain consent from the Owners Corporation; and
- (b) after receiving consent from the Owners Corporation, obtain all necessary approvals from Government Agencies.

3 Signage

3.1 Apartments in Flour Mill of Summer Hill Stage 1

You must not erect, affix or display a sign in or around an Apartment in Flour Mill of Summer Hill Stage 1.

3.2 External naming signage in the Retail Lots

Subject to this clause 3, if you are an Owners or Occupier of a Retail Lot (or part of it), you may add writing and a logo to the external Common Property wall adjacent to your Retail Lot provided that:

- (a) you comply with the Retail Signage Code;
- (b) the sign relates to the business carried on in your Retail Lot and is not third party advertising material; and
- (c) the sign and any supporting structure does not obstruct the passage of pedestrians beneath or beside the sign.

3.3 Internal shopfront signage in Retail Lots

If you are an Owner or Occupier of a Retail Lot (or part of it), you may erect signage in the internal shopfront of your Retail Lot provided that:

- (a) you comply with the Retail Signage Code; and
- (b) you do not adhere the sign directly to the rear of your shop front glazing.

3.4 General restrictions on types of signs

You are not permitted to erect signs in your Retail Lot or on Common Property which are:

- (a) neon, flashing, intermittently or internally illuminated; or
- (b) animated.

3.5 Rights of the Developer

Despite any other provision in the Retail Signage Code, while the Developer is an Owner, the Developer may erect and display 'For Sale' and 'For Lease' signs in Lots and Common Property without consent from the Owners Corporation.

4 Procedures for erecting signage

4.1 Procedures before you erect a sign

Before you erect any signage in or around a Retail Lot, you must:

- (a) arrange with the Owners Corporation a suitable time and means by which to access the area in which you will carry out the work;
- (b) comply with the reasonable requirements of the Owners Corporation about the time and means by which you must access Flour Mill of Summer Hill Stage 1 to carry out the work; and
- (c) ensure that contractors and any other persons involved in carrying out the work comply with the reasonable requirements of the Owners Corporation about the time and means by which they must access Flour Mill of Summer Hill Stage 1 to erect the sign.

4.2 **Procedures when you carry out work**

When you carry out works in Flour Mill of Summer Hill Stage 1, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation;
- (b) carry out the work in a proper manner and to the reasonable satisfaction of the Owners Corporation;
- (c) regularly remove debris and leave all areas of Common Property clean and tidy for all periods during which you carry out the work; and
- (d) repair damage you (or persons carrying out the work on your behalf) cause to Common property or the Property of another Owner or Occupier of a Lot.

Signing page

DATED:

The Common Seal of **Australian Executor Trustees Limited ACN 007 869 794** was affixed pursuant to section 127 of the *Corporations Act 2001* (Cth) by:

▲ _____
Signature of authorised person

Office held

▲ _____
Full Name (print)

▲ _____
Signature of authorised person

Office held

▲ _____
Full Name (print)

Signed for and on behalf of
**Sumitomo Mitsui Banking Corporation (ABN 98
114 053 459)** under Power of Attorney
Book
No
in the presence of:

▲ _____
Signature of witness

▲ _____
Signature of Attorney

▲ _____
Name of witness (print)

▲ _____
Full name of Attorney

Executed by **CA Summer Hill Pty Ltd ACN 169 615 829** pursuant to section 127 of the Corporations Act 2001 (Cth) by:

▲ _____
Director

▲ _____
Director/Secretary

▲ _____
Full name of Director

▲ _____
Full name of Director/Secretary

Executed by **DH Summer Hill Pty Ltd ACN 007 869 794** pursuant to section 127 of the Corporations Act 2001 (Cth) by:

▲ _____
Director

▲ _____
Director/Secretary

▲ _____
Full name of Director

▲ _____
Full name of Director/Secretary