

Registered By-Laws

SP70013 – NEXUS COMMERCIAL - 13-19 ATCHISON STREET, ST LEONARDS

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Special By-Laws

1 About the By-Laws

1.1 Purpose of the By-Laws

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

1.2 Who must Comply with the By-Laws?

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

2 Exclusive Use By-Laws

2.1 Purpose of the Exclusive Use By-Laws

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

2.2 Interpreting this By-Law

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

2.3 How to Change an Exclusive Use By-Law

The Owners Corporation may, by special resolution:

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

2.4 Occupiers may Exercise Rights

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

2.5 Regular Accounts for your Costs

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

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

2.6 Repairing Damage

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

2.7 Indemnities

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

2.8 Additional Insurances

In addition to your obligations under By-law 22 ("Insurance Premiums"), you must reimburse the Owners Corporation for any increased premium for its insurance policies caused as a result of the exercise of your rights or the performance of your obligations under an Exclusive Use By-Law.

3 Strata Management Statement

3.1 Purpose

The Strata Management Statement regulates the management and operational issues affecting Nexus Commercial and Nexus Residential. It contains requirements (in addition to these by-laws) with which you and the Owners Corporation must comply including:

- (a) the apportionment of costs for Shared Facilities; and
- (b) architectural standards and controls; and
- (c) insurance requirements.

3.2 Who Must Comply with the Strata Management Statement?

You and the Owners Corporation must comply with the Strata Management Statement.

3.3 Copies of the Strata Management Statement

Contact the Strata Manager if you would like a copy of the Strata Management Statement (at your cost),

3.4 Building Management Committee

The Building Management Committee is established under the Strata Management Statement to administer issues affecting Nexus Commercial and Nexus Residential. The Owners Corporation and the owners corporation for Nexus Residential must appoint a representative to represent and vote for them at meetings of the Building Management Committee. The Owners Corporation must appoint its representative by special resolution according to the Development Act.

3.5 Consents under the Strata Management Statement

Nothing in the by-laws gives you or the Owners Corporation consent to do anything which is prohibited or regulated by the Strata Management Statement. A consent under the by-laws does not relieve you or the Owners Corporation from obligations to obtain consents under the Strata Management Statement.

4 Your Behaviour

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 an Lot or Common Property by another Owner or Occupier; or
- (b) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors; or
- (c) smoke cigarettes, cigars or pipes while you are on Common Property (other than in the Smoking Area according to this by-law) or in part of an Lot which is air conditioned or allow smoke from them to enter Common Property; or
- (d) obstruct the legal use of Common Property by any person; or
- (e) do anything in Nexus Commercial which is illegal; or
- (f) do anything which might damage the good reputation of the Owners Corporation or Nexus Commercial.

4.2 Using the Smoking Area

You may smoke in the Smoking Area provided that you:

- (a) leave cigarette butts and other rubbish in the receptacles provided in the Smoking Area; and
- (b) leave the Smoking Area clean and tidy after you have used it.

4.3 Complying with the Law

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

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

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.

5 You are Responsible for Others

5.1 What are your Obligations?

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

5.2 Requirements if you Lease your Lot

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 and the Strata Management Statement; and
- (b) ensure that your tenant or licensee and their visitors comply with the by-laws and the Strata Management Statement, and

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

6 What are your Obligations for your Lot?

6.1 General Obligations

You must:

- (a) keep your Lot clean and tidy and in good repair and condition; and
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws or the Strata Management Statement which service your Lot (whether or not you made the installation or alteration); and
- (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 22 ("Insurance premiums") for important information about increasing and paying for insurance premiums; and
- (d) notify the Building Management Committee if you change the existing use of your Lot in a way which may affect its insurance policies or premiums. See by-law 22 ("Insurance premiums"); and
- (e) at your expense, comply with all laws about your Lot including requirements of Government Agencies.

6.2 When will you need Consent from the Owners Corporation?

Subject to the by-laws and the Strata Management Statement, you must have consent from the Owners Corporation to:

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

6.3 Hours of Operation

You may only use your Lot during the hours approved by Government Agencies (if any).

6.4 Floor Coverings

If you are an Owner, you must:

- (a) keep the floors in your Lot covered or treated to stop the transmission of noise which might unreasonably disturb another Owner or Occupier; and
- (b) comply with the requirements of all laws regarding acoustic requirements for floors and floor coverings.

6.5 Changing Floor Coverings

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

6.6 Window Tinting

You must have consent from the Owners Corporation to affix window tinting or other treatments to windows and glass doors in your Lot.

6.7 Window Coverings

Subject to the Strata Management Statement, window coverings (e.g. curtains, blinds and louvres) in your Lot must be a colour and design approved by the Owners Corporation. The Owners Corporation will generally approve window coverings which are an off white colour.

6.8 Rights of the Building Management Committee to Clean Windows

Under the Strata Management Statement, the Building Management Committee will clean the glass in all windows and doors in Nexus Commercial (even if they are Common Property).

6.9 Giving the Building Management Committee Access to your Lot

You must give the Building Management Committee access to your Lot according to the Strata Management Statement to enable it to comply with its obligations under the Strata Management

Statement and, in particular, to clean windows and glass doors in Nexus Commercial and Nexus Residential.

6.10 Architectural Code

The Building Management Committee has adopted an Architectural Code for Nexus according to the Strata Management Statement. You and the Owners Corporation must comply with the Architectural Code.

7 Keeping an Animal

7.1 What Animals may you keep?

You may keep in your Lot:

- (a) goldfish or other similar fish in an indoor aquarium; and
- (b) a guide dog if you need the dog because you are visually or hearing impaired.

7.2 Your Visitors

You must not allow your visitors to bring animals into Nexus Commercial unless the animals are guide dogs or hearing dogs and your visitors are visually or hearing impaired.

8 Erecting a Sign

8.1 What Approvals do you need?

Subject to this by-law, you may erect a sign in your Lot to advertise the business operated from your Lot provided that:

- (a) you obtain all necessary consents from Government Agencies; and
- (b) you do not etch the sign onto glass windows or doors (or other glass surfaces in your Lot or on Common Property); and
- (c) you do not attach the sign to Common Property (including the Common Property windows or doors on the boundary of your Lot).

8.2 Placing Signs on the Directory Board

You may place the details of the business operated from your Lot on the Directory Board provided that, at your cost:

- (a) you comply with the instructions of the Owners Corporation regarding the materials, type face and other matters affecting the appearance of your business details; and
- (b) you place your details in the area allocated by the Owners Corporation for your use; and
- (c) you properly maintain and, where necessary, replace the details for your Lot on the Directory Board (whether or not you placed them on the Directory Board); and
- (d) you promptly remove from the Directory Board details for your Lot which are no longer current (whether or not you placed them on the Directory Board).

8.3 Prohibited Signs

You must not erect:

- (a) signs with direct light onto the façade of Nexus Residential; or
- (b) a sign with flashing lights; or
- (c) a cardboard or other temporary sign in the shop front of your Lot.

8.4 Maintaining Signs

You must maintain, keep clean and in good condition, repair and, when necessary, replace signs in Nexus Commercial erected according to this by-law which service your Lot (whether or not you erected the sign).

8.5 The Developer

While the Developer is an Owner, the Developer does not need consent from the Owners Corporation or the Building Management Committee to erect and display "For Sale" or "For Lease" signs on Common Property or in a Lot which the Developer owns or leases.

9 Moving and Delivering Stock, Furniture and Goods

9.1 Moving In

You must make arrangements with the Owners Corporation at least 48 hours before you move in to or out of Nexus Commercial or move large articles (e.g. furniture) through Common Property.

9.2 What are your Obligations?

When you take deliveries or move furniture or goods through Nexus Commercial (including the delivery of stocks and goods), you must:

- (a) comply with the reasonable requirements of the Owners Corporation, including requirements to, fit an apron cover to the Common Property lift; and
- (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 the Common Property.

9.3 Role of the Building Manager

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

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

10 Parking on Common Property

10.1 General Requirements

Subject to your rights under the Strata Management Statement, you must have consent from the Owners Corporation to park or stand a vehicle on Common Property.

10.2 Using the Visitor and Disabled Parking Space

The Visitor and Disabled Parking Space forms part of Common Property. It is available only for temporary use by your visitors. You must not park or stand a vehicle in the Visitor and Disabled Parking Space.

10.3 Using the Bike Racks

You may use the Bike Racks to park your bicycle only when you are at work in Nexus Commercial. You are responsible for the safety and security of your bicycle.

11 Controlling Traffic in Common Property

The Owners Corporation has the power to:

- (a) impose a speed limit for traffic in Common Property; and
- (b) impose reasonable restrictions on the use of Common Property driveways and parking areas; and
- (c) install speed humps and other traffic control devices in Common Property; and
- (d) install signs about parking; and
- (e) install signs to control traffic in Common Property and, in particular, traffic entering and leaving Nexus Commercial.

12 How to Dispose of your Garbage

12.1 General Obligations

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

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

12.2 What are your Rights?

You may keep the type and number of garbage and recyclable receptacles in the Garbage Room approved by the Owners Corporation.

12.3 What are your Obligations?

You must at your cost:

- (a) arrange for the regular removal of your garbage and recyclable materials from the Garbage Room; and
- (b) transport your garbage and recyclable materials to the Garbage Room; and
- (c) keep your garbage and recyclable receptacles only in the area in the Garbage Room designated for that purpose by the Owners Corporation; and
- (d) ensure that your garbage and recyclable receptacles are in a sanitary condition and do not omit odours; and

(e) repair, maintain and, where necessary, replace your garbage and recyclable receptacles.

12.4 Cleaning up Spills

If you spill garbage on Common Property, you must immediately remove that rubbish and clean that part of Common Property.

13 Carrying out Building Works

13.1 When do you need Consent?

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

13.2 What are your Obligations?

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

- (a) erect a sign which you are permitted to erect with consent from Government Agencies according to by-law 8.1 ("What approvals do you need?"); or
 - (b) place a sign on the Directory Board according to by-law 8.2 ("Placing signs on the Directory Board"); or
 - (c) if you are a Developer, erect a "For Sale" or "For Lease" sign according to by-law 8.5 ("The Developer"); or
 - (d) alter or remove an Inter-Tenancy Wall according to By-Law 14 ("Inter-Tenancy Walls"); or
 - (e) carry out Building Works which you are entitled to carry out under an Exclusive Use By-Law.
- However, you must comply with by-laws 13.3 ("Procedures before you carry out Building Works") to 13.5 ("Making arrangements with the Owners Corporation") when you erect the sign or carry out the Building Works.

13.3 Procedures before you carry out Building Works

Before you carry out Building Works you must:

- (a) obtain necessary consents from the Owners Corporation and Government Agencies; and
- (b) obtain necessary consents from the Building Management Committee under the Architectural Code; and
- (c) find out where service lines and pipes are located; and
- (d) obtain consent from the Owners Corporation if you propose to - interfere with or interrupt services; 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.

13.4 Procedures when you carry out Building Works

If you carry out Building Works, you must:

- (a) comply with the Architectural Code; and
- (b) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation; and
- (c) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and
- (d) 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.

13.5 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 Nexus Commercial for purposes associated with those Building Works, and
- (b) comply with the reasonable requirements of the Owners Corporation about the time and means by which you must access Nexus Commercial; 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 Nexus Commercial.

14 Inter-Tenancy Walls

14.1 When may you Alter or Remove an Inter-Tenancy Wall?

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

- (a) you own the Lots separated by the Inter-Tenancy Wall or you have the consent of the owner of the adjoining Lot; and
 - (b) it is not a structural wall; and
 - (c) before you carry out the work, you provide the Owners Corporation with a certificate from a qualified structural engineer reasonably acceptable to the Owners Corporation 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
 - (d) you comply with the procedures in this by-law.
- Otherwise, you must have the consent of the Owners Corporation to alter or remove an Inter-Tenancy Wall.

14.2 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 14.1 ("When may you alter or remove an Inter-Tenancy Wall?"). However, before you alter or remove an Inter-Tenancy Wall you must obtain all necessary consents from:

- (a) the Building Management Committee under the Architectural Code; and
- (b) Government Agencies.

14.3 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 14.1 ("When may you alter or remove an Inter-Tenancy Wall?"); and
- (b) if appropriate, comply with section 14 of the Development Act and lodge any necessary building alteration plan with the Registrar General; and
- (c) comply with by-laws 13.3 ("Procedures before you carry out Building Works") to 13.5 ("Making arrangements with the Owners Corporation"); and
- (d) acknowledge for yourself and future Owners of your Lot that the Owners Corporation does not have to reinstate the Inter-Tenancy Wall.

15 Exclusive Use of the Disabled Lift

15.1 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 Owners of Lots 1, 2 and 3. By-Laws 2.3 ("How to change an Exclusive Use By-Law") to 2.8 ("Additional Insurances") apply to this Exclusive Use By-Law.

15.2 Exclusive Use Rights

The Owners of Lots 1, 2 and 3 have exclusive use of the Disabled Lift which gives access to their Lots from Atchison Street.

15.3 Maintaining the Disabled lift

The Owners Corporation must operate, maintain, repair and, where necessary, replace the Disabled Lift.

15.4 Paying for the Disabled Lift

The Owner of Lots 1, 2 and 3 must contribute to the costs of the Owners Corporation under by-law 15.3 ("Maintaining the Disabled Lift") in shares proportional to the unit entitlements of their Lots.

16 Exclusive use of Commercial Air Conditioning Unit

16.1 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 2.3 ("How to change an Exclusive Use By-Law") to 2.8 ("Additional insurances") apply to this Exclusive Use By-Law.

16.2 How does Air Conditioning Services in Nexus work?

Air Conditioning Services in Nexus are used by all apartments in Nexus Residential and all lots in Nexus Commercial. Air Conditioning Services are a Shared Facility and are operated, maintained, repaired and replaced by the Building Management Committee according to the

Strata Management Statement. Air Conditioning Services provide reticulated cooled water to the Commercial Air Conditioning Units in each Lot.

16.3 Exclusive Use Rights and Special Privileges

The Owners of each Lot have:

- (a) exclusive use of the Commercial Air Conditioning Unit which exclusively services their Lot; and
- (b) the special privilege to make minor alterations to Common Property for the purposes of connecting the Commercial Air Conditioning Unit to their Lot.

16.4 What are your Obligations?

You must, at your the cost:

- (a) operate, maintain, repair and, where necessary, replace the Commercial Air Conditioning Unit exclusively servicing your Lot; and
- (b) use contractors approved by the Building Management Committee to maintain, repair and replace the Lot Air Conditioning Unit which exclusively services your Lot; and
- (c) comply with the requirements of Government Agencies about the Lot Air Conditioning Unit which exclusively services your Lot.

16.5 Paying for Air Conditioning Services under the Strata Management Statement

You must contribute in shares proportional to the unit entitlement of your Lot towards the costs levied on the Owners Corporation by the Building Management Committee for Air Conditioning Services.

17 Exclusive Use of False Ceiling and Ceiling Space

17.1 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 Owners of each Lot. By-Laws 2.3 ("How to change an Exclusive Use By-Law") to 2.8 ("Additional Insurances") apply to this Exclusive Use By-Law.

17.2 Exclusive Use Rights and Special Privileges

The Owners of each Lot have:

- (a) exclusive use of the False Ceiling which is in their Lot; and
- (b) the special privilege to use the Ceiling Space which is in their Lot; and
- (c) the special privilege to store cables, conduits, pipes, wires, ducts and any other services for the exclusive use of their Lot in the False Ceiling and Ceiling Space in their Lot.
- (d) the special privilege to make minor alterations to the False Ceiling in their Lot e.g. for the installation of lighting or vents.

17.3 What are your Obligations?

You must at your cost:

- (a) maintain, repair and, where necessary, replace the False Ceiling in your Lot, including any installations, alterations or additions made to the False Ceiling in your Lot according to this Exclusive Use By-Law (whether or not you made the installation, alteration or addition); and
- (b) maintain, repair and, where necessary replace any cables, conduits, pipes, wires and ducts installed in the Ceiling Space in your Lot according to this Exclusive Use By-Law (whether or not you made the installation).

17.4 Some Prohibitions

You must not:

- (a) do anything which will or might interfere with Common Property cables, conduits, pipes, wires, ducts or other services located in the Ceiling Space of your Lot; and
- (b) remove the False Ceiling from your Lot unless you obtain approval from the Owners Corporation.

18 Maintaining the Awnings

The Owners Corporation must:

- (a) properly maintain, repair and, where necessary, replace the Awnings; and
- (b) maintain and operate lighting below each Awning in accordance with the relevant Australian Standard for street lighting in a shopping or commercial precinct; and
- (c) replace faulty lights and light globes under the Awnings below each Awning within 24 hours after they become faulty.

19 Agreement with the Building Manager

19.1 Purpose of the Agreement

The Owners Corporation has the power to appoint and enter into agreements with the Building Manager to provide management and operational services for Nexus Commercial and for Nexus generally. The Owners Corporation may exercise its power under this by-law in its capacity as a member of the Building Management Committee and in its capacity as an owners corporation.

19.2 Initial Period

Subject to clause 19.4 ("Agreements during the Initial Period"), the Owners Corporation may enter into an agreement with the Building Manager during the Initial Period.

19.3 Delegation of Functions

The Owners Corporation cannot delegate its functions or the functions of the Executive Committee to the Building Manager.

19.4 Agreements during the Initial Period

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

- (a) the term of the agreement must comply with the Management Act; and
- (b) the Building Manager must not charge the Owners Corporation a fee for performing the duties under the agreement.

19.5 Agreements entered into after the Initial Period

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

- (a) subject to the Management Act, the term of the agreement may be for the period determined by the Owners Corporation (acting reasonably); and
- (b) the remuneration payable to the Building Manager for performing the duties under the agreement may be the amount determined by the Owners Corporation (acting reasonably).

19.6 What Provisions must be included in an Agreement?

An agreement between the Owners Corporation (in its own right) and the 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.

19.7 Duties of the Building Manager

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

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

19.8 Agreements under the Strata Management Statement

The terms, remuneration, provisions and duties under an agreement between the Owners Corporation (in its capacity as a member of the Building Management Committee) must comply with the Strata Management Statement.

20 Licences

20.1 Powers of the Owners Corporation

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

20.2 What Provisions may a Licence include?

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

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

21 Damage to Common Property

21.1 What are your Obligations?

Subject to the by-laws, you must:

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

21.2 When will you need consent from the Owners Corporation?

Subject to the by-laws and the Strata Management Statement; you must have consent from the Owners Corporation to:

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

22 Insurance Premiums

22.1 Consent from the Owners Corporation

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

22.2 Payments for Increased Premiums

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

23 Security at Nexus Commercial

23.1 Rights and Obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to:

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

23.2 Installation of Security Equipment

Subject to the by-laws and the Strata Management Statement, 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 Nexus Commercial.

23.3 Restricting Access to Common Property

Subject to the by-laws and the Strata Management Statement, 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; and

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

23.4 What are your Obligations?

You must not:

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

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

24 Security Keys

24.1 Providing Owners and Occupiers with Security Keys

Subject to this by-law, the Owners Corporation may give you a Security Key if it restricts access to Common Property under by-law 24 ("Security at Nexus Commercial").

24.2 Fees for Additional Security Keys

The Owners Corporation may charge you a fee or bond if you require extra or replacement Security Keys.

24.3 Who do Security Keys belong to?

Security Keys belong to the Owners Corporation.

24.4 Managing the Security Key System

The Owners Corporation has the power to:

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

24.5 What are your Obligations?

You must:

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

24.6 Some Prohibitions

You must not:

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

24.7 Procedures if you Lease your Lot

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

25 Rules

25.1 Powers of the Owners Corporation

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

25.2 Changing Rules

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

25.3 What are your Obligations?

You must comply with the Rules.

25.4 What if a rule is inconsistent with the By-Laws?

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

25.5 What if a Rule is inconsistent with the Strata Management Statement?

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

26 How are Consents Given?

26.1 Who may give Consent?

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

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

26.2 Conditions

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

26.3 Can Consent be Revoked?

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

- (a) conditions made by them when they gave you consent; or
- (b) the by-law under which they gave you consent.

27 Failure to Comply with By-Laws

27.1 What can the Owners Corporation do?

The Owners Corporation may do anything on 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.

27.2 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.

27.3 Recovering Money

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

28 Applications and Complaints

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

29 Interpretation

29.1 Definitions

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

Air Conditioning Services has the same meaning as it does in Schedule I of the Strata Management Statement.

Awnings means the awnings on Atchison Street and Albany Lane. The Awnings are Common Property.

Architectural Code means the architectural code for Nexus adopted by the Building Management Committee according to the Strata Management Statement.

Bike Racks means the Common Property area shown on the Location Plan as "Bike Racks".

Building Management Committee means the building management committee for Nexus established according to the Development Act and the Strata Management Statement.

Building Manager means the building manager appointed by the Owners Corporation, either in its capacity as a member of the Building Management Committee or as an owners corporation, according to by-law 19 ("Agreement with the Building Manager").

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

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

Building Works exclude:

- (f) minor fit out works inside an Lot; and
- (g) works or alterations to the interior of Common Property walls in an Lot (e.g. hanging pictures or attaching items to those walls).

Ceiling Space means the area of Common Property located between the upper surface of the False Ceiling and the lower surface of the slab above the False Ceiling.

Commercial Air Conditioning Unit means the air conditioning unit located in Common Property which exclusively services a Lot and includes cables, conduits, pipes, wires, ducts and any other services that connect the commercial air conditioning unit to a Lot or which are otherwise for the exclusive use of a Lot.

Common Property means:

- (a) Common Property in Nexus Commercial; and
- (b) personal property of the Owners Corporation.

For the purposes of the by-laws, Common Property does not include Shared Facilities.

Council means North Sydney Council.

Developer means Nexus Apartments Pty Limited (ACN 097 251 995).

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

Directory Board means the Common Property directory board in the foyer of Nexus Commercial.

Disabled Lift means the Common Property disabled lift shown on the Location Plan as "Disabled Lift".

Executive Committee means the executive committee of the Owners Corporation.

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

Garbage Room is the Common Property garbage room located on the lower ground floor of Nexus Commercial. See the Location Plan.

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

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

Inter-Tenancy Wall means a Common Property wall between two Lots,

Location Plan means the location plan on page 31 to 34 of the by-laws.

Lot means a lot in Nexus Commercial.

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

Nexus means the land and buildings comprised in Nexus Commercial and Nexus Residential.

Nexus Commercial means strata plan no. 70013.

Nexus Residential means strata plan no. 70012.

Occupier means the occupier, lessee or licensee of an Lot.

Owner means:

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

Owners Corporation means The Owners - Strata Plan No. 70013.

Rules mean Rules made by the Owners Corporation according to By-Law 25 ("**Rules**").

Security Keys means a key, magnetic card or other device or information used in Nexus Commercial to open and close Common Property (other than Common Property comprising a Shared Facility) doors, gates or locks or to operate alarms, security systems or communication systems.

Shared Facilities has the same meaning as it does in the Strata Management Statement.

Shower Room means the Common Property shower room shown on the Location Plan as "Shower Room"

Smoking Area means the Common Property area shown on the Location Plan as "Smoking Area".

Strata Management Statement means the strata management statement for Nexus registered with the Nexus Commercial strata plan.

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

Visitor and Disabled Parking Space means the Common Property parking space shown on the Location Plan as "Visitor and Disabled Parking Space".

29.2 References to certain terms

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

- (a) **(Management Act)** words that this by-law does not explain have the same meaning as they do in the Management Act; and
- (b) **(you)** the word "you" means an Owner or Occupier; and
- (c) **(by-laws)** a by-law is a reference to the by-laws and Exclusive Use By-Laws under the Management Act which are in force for Nexus Commercial; and
- (d) **(variations or replacement)** a document (including the by-laws) includes any amendment, addition or replacement of it; and
- (e) **(reference to statutes)** a law, ordinance; code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (f) **(person)** the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency; and
- (g) **(executors, administrators, successors)** a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and
- (h) **(singular includes plural)** the singular includes the plural and vice versa; and
- (i) **(meaning not limited)** 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.

29.3 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.

29.4 Severability

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

29.5 Discretion in Exercising Rights

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

29.6 Partial Exercise of Rights

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

29.7 Remedies Cumulative

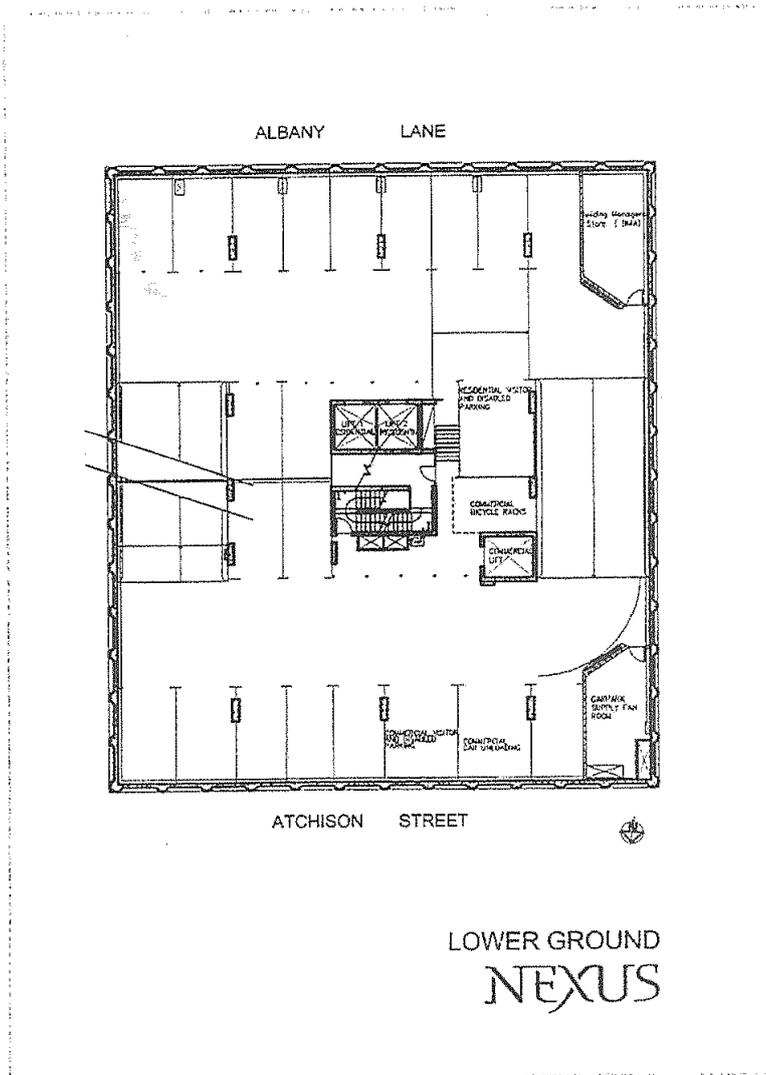
The rights and remedies provided in the by-laws are in addition to other rights and remedies given by law independently of the by-laws.

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By-Laws for Nexus Commercial

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Location Plan

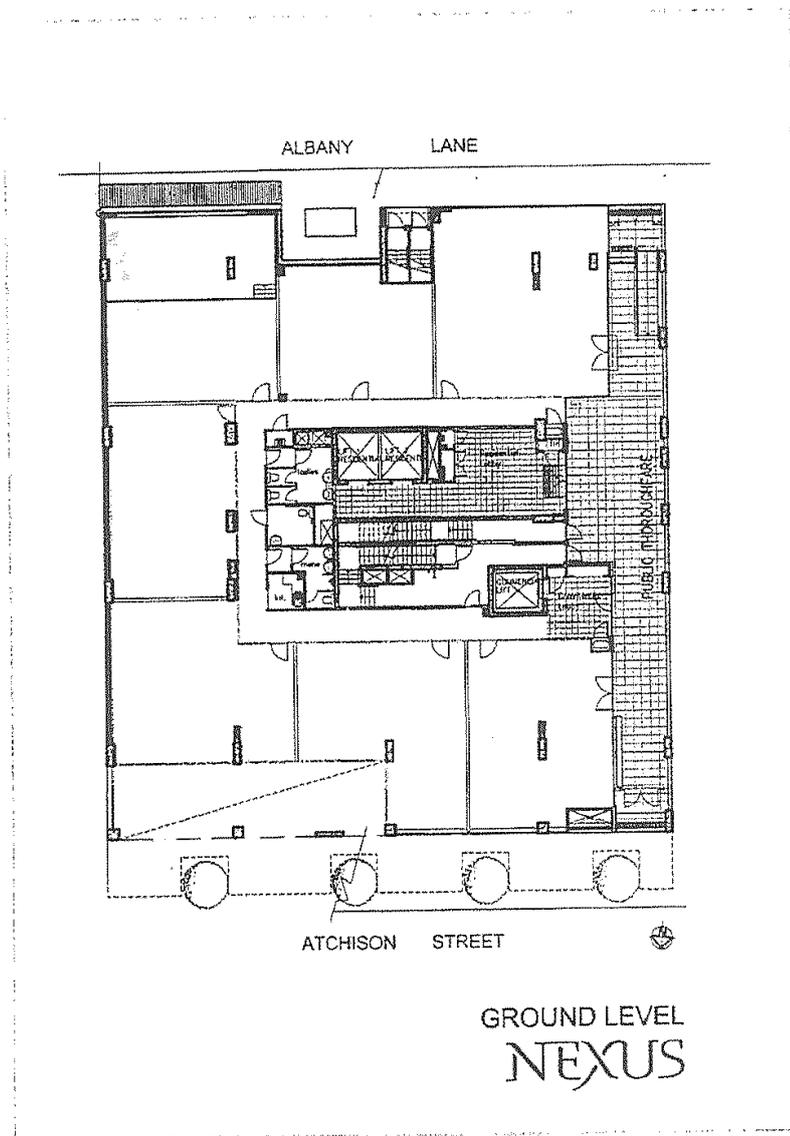


LOWER GROUND
NEXUS

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By-Laws for Nexus Commercial

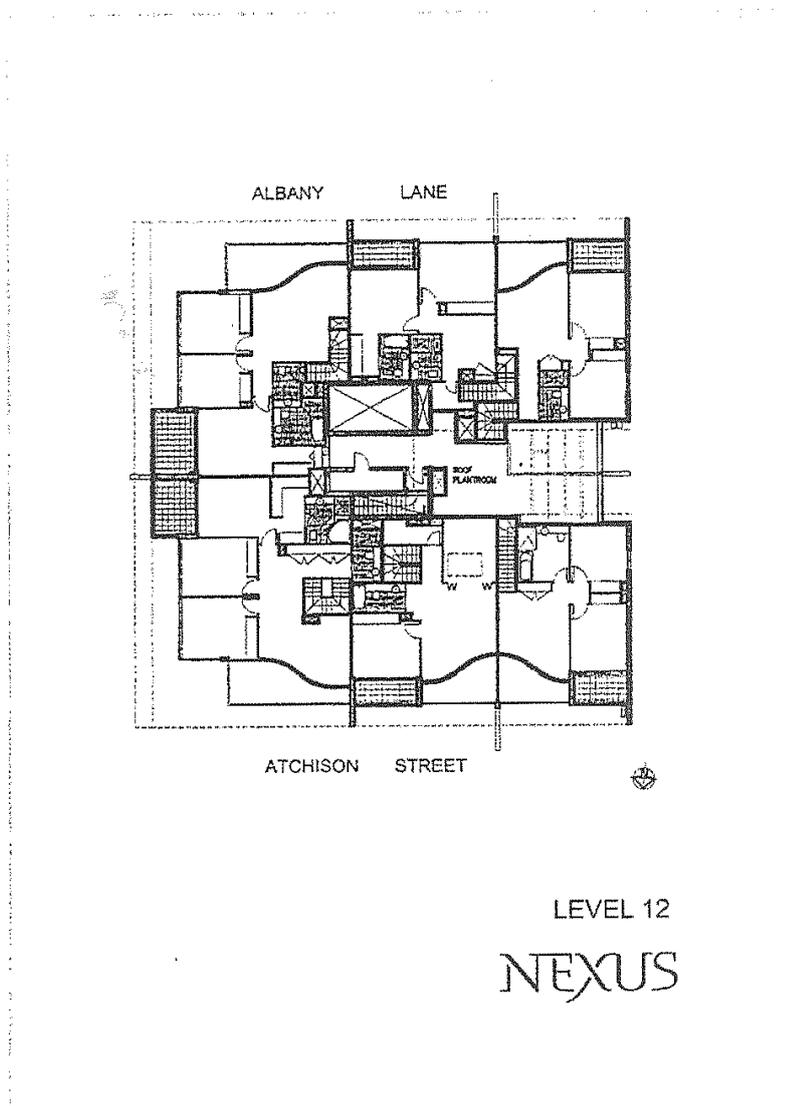
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By-Laws for Nexus Commercial

SP 70013



Special By-Law 1 – Lots 11 and 12 - Exclusive Use**PART 1 – DEFINITIONS & INTERPRETATION**

1.1 In this by-law:

- (a) **Lot** means a lot in strata plan 70013.
- (b) **Owner** means the owner of a Lot from time to time.
- (c) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 70013.
- (d) **Exclusive Use Area** means the common property area marked as 'UNLOADING BAY' on the attached car park basement plan with a stratum that extends from the upper surface of the floor to the under surface of the ceiling exclusive of any wires, pipes, cables, ducts or the like running through that area.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 1996*; and
- (d) references to legislation includes references to amending and replacing legislation.

PART 2 - GRANT OF RIGHT

2.1 The Owner of Lot 11 and 12 has the exclusive use of the Exclusive Use Area for a period of two years from the registration of this by-law.

PART 3 - CONDITIONS

- 3.1 Before the grant of rights referred to in Part 2 the Owner of Lot 11 and 12 must pay to the Owners Corporation an amount of \$5,000.00 (GST inclusive).
- 3.2 The grant of rights in Part 2 are rights of use and do not permit modifications to common property.
- 3.3 The Owner of Lot 11 and 12 must only park or stand a motor or other vehicle in the Exclusive Use Area.
- 3.4 The Owner of Lot 11 and 12 must maintain and upkeep the Exclusive Use Area.

Special By-Law 2 – Signage**PART 1****PART 1.1 – GRANT OF RIGHT**

1.1 Notwithstanding anything contained in the by-laws applicable to the scheme, the Owner has the special privilege to keep, repair, maintain and replace, if necessary, the Works (at the Owner's cost and to remain the Owner's fixture) subject to the provisions of Part 3 of this by-law.

PART 1.2 – THIS BY-LAW TO PREVAIL

1.2 If there is any inconsistency between this by-law any other by-law applicable to the scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

PART 2 – DEFINITIONS AND INTERPRETATION**2.1 Definitions**

In this by-law, unless the context otherwise requires:

- (a) **Act** means the *Strata Schemes Management Act, 1996*.
- (b) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.
- (c) **Building** means the building situated at 13-19 Atchison Street, St Leonards.
- (d) **Council** means North Sydney Council.
- (e) **Lot** means each lot in strata plan registration number 70013.
- (f) **Owner** means the owner of the Lot.
- (g) **Owners Corporation** means the owners corporation created by the registration of strata plan registration number 70013.
- (h) **Signage** means any directory and car space signage exclusively servicing the respective Lot.
- (i) **Works** means the works for and in connection with the repair, maintenance, replacement and/or removal of the Signage.

2.2 Interpretation

In this by-law, unless the context otherwise requires:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;

- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) references to legislation include references to amending and replacing legislation; and
- (e) references to any Works under this by-law include the all other ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment.

PART 3 - CONDITIONS

3.1 The Owner:

- (a) must place the Signage in a location approved in writing by the Owners Corporation;
- (b) must update the Signage at their own cost in accordance with the specifications attached to this by-law marked **Annexure A**;
- (c) must maintain, replace (if necessary) and keep in good and serviceable repair the Signage;
- (d) remains liable for any damage to any lot or common property arising out of the Works (including to the Lot);
- (e) must repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Signage is removed or relocated;
- (f) must at all times comply with all directions, orders and requirements of any Authority relating to the Works; and
- (g) must indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the installation, use, repair, removal or replacement of any Signage or the Works including any liability in respect of the property of the Owner.

3.2 Failure to comply with this by-law

If the Owner fails to comply with any obligation under this by-law the Owners Corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) recover the costs of such work from the Owner as a debt due; and
- (c) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for the cost of any inspection or certification.

3.3 Applicability

In the event that the Owner desires to remove the Signage the subject of this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

Special By-Law 3 - Minor renovations (AM905034K)

Within the meaning of section 110(6)(b) of the *Strata Schemes Management Act 2015* (NSW) the owners corporation is permitted to delegate its functions under Section 110 of that ACT to the strata committee.

Resolves to delegate its functions to the strata committee in accordance with the by-law made in (A).

- (A) **The Owners Corporation Specially resolved** in accordance with Section 141(1) of the *Strata Schemes Management Act 2015* (NSW) to make an additional by-law in the following terms and to complete, affix the seal to and lodge in the office of the Registrar-General notification of the same in the manner contemplated by Section 141(2)(a) of the *Strata Schemes Management Act 2015* (NSW):