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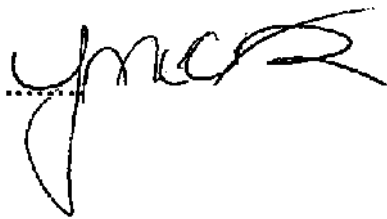
By-Laws  
Development No. 020/CO21/08 e

# BY-LAWS

## COMMUNITY PLAN NO. 25624

### "AURORA ON PIRIE", 141-147 PIRIE STREET, ADELAIDE

Certified correctly prepared in accordance with the requirements of the  
*Community Titles Act 1996* by the person who prepared the document



.....  
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Registered Conveyancer  
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Adelaide SA 5000

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**COMMUNITY TITLES ACT**  
**BY-LAWS**  
**COMMUNITY CORPORATION NUMBER 25624 INCORPORATED**  
**IMPORTANT NOTICE**

These by-laws bind the Community Corporation, the Owners of the Community Lots and any persons entering the Community Parcel.

These by-laws relate to the control and management of the Common Property and the Community Lots and as such may only be amended or revoked by special resolution by the Community Corporation in accordance with Section 39 of the Community Titles Act and Regulations.

**PART 1 - DEFINITIONS**

**1. Definitions**

The definitions and interpretations set out herein and set out in Section 3 of the *Community Titles Act 1996* shall apply to these by-laws and unless the context otherwise requires, the expressions:

**"Act"** means the *Community Titles Act 1996* as amended;

**"Aurora Stage One"** means the commercial office building on the Aurora Stage One Site with Retail Lots on the ground floor, to be known as the Development Name, including all the Lots, Lot Subsidiaries and Common Property shown on the Community Plan;

**"Aurora Stage One Site"** means the site more particularly outlined in the Community Plan, or any part thereof, incorporating the whole of the land formerly in Certificate of Title Volume 5798 Folio 789 and contained in the Community Parcel;

**"Authorised User"** means:

- any owner of a Lot comprised in Aurora Stage One and their employees, servants, agents and clients; or
- any occupier of a Lot (or portion thereof) comprised in Aurora Stage One (being a lessee, sub-lessee, licensee or party with a right of occupancy or use of a Lot or portion thereof) and their employees, servants, agents, clients and visitors; or
- any lessee, sub-lessee or licensee of the Corporation and their employees servants, agents, clients and visitors; but
- excludes the owners and occupiers of the Retail Lots, as well as any employees, agents, customers, invitees, suppliers or guests of any Retail Lot owner or any tenant of any Retail Lot owner and any employees, agents, customers, invitees, suppliers or guests of the tenant;

**"Business Centre"** means the business centre to be run and operated from the Business Centre Lot and possible other areas on the Community Parcel where a right of occupancy or use has been granted, incorporating such administrative and business related services and facilities as the owner of the Business Centre Lot and/or the operator of the Business Centre considers necessary and appropriate in their absolute discretion, including without limitation, secretarial and administrative staff and serviced boardrooms, function rooms and meeting rooms;

**"Business Centre Lot"** means Lot 116 in the Community Plan, and if applicable pursuant to paragraph 30.2 of these By-laws, Lot 117 in the Community Plan;

**"Childcare Facility"** means the child care facility possibly to be run and operated from the Childcare Facility Lot, and incorporating childcare or childminding services for the benefit of the Lotholders and other third parties;

**"Childcare Facility Lot"** means, subject to paragraphs 30.2 of these By-laws, Lot **117** in the Community Plan; **"Common Property"** means the **Common Property created** by the Community Plan;

**"Corporation"** means Community Corporation Number 25624 Inc constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the Corporation appointed in writing;

**"Community Parcel"** means the whole of the land comprised in the Community Plan;

**"Community Plan"** means Community Corporation Plan **No. C25624**;

**"Company"** means **Urban Construct Project Marketing (S.A.) Pty Ltd** or any other related body corporate and their respective consultants, employees and agents;

**"Developer means the Vendor and includes any** related body corporate (as defined by the *Corporations Act 2001*) of the Vendor;

"Development" means the commercial building constructed on the Community Parcel and known as at the date of lodgement of these By-Laws "Aurora on Pine", including all Lots, Lot Subsidiaries and the Common Property;

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"Development Name" means "Aurora on Pirie" or such other name as the owner of the Signage Area may determine from time to time in its unfettered discretion;

"Lease" means the lease or leases over the Business Centre and/or the Childcare Facility which may be entered into by the Community Corporation in accordance with By-Law 30;

"**Lot**" means a Community Lot comprised in the Community Plan;

"Lotholder" means the owner of a Lot;

"**Lot Subsidiary**" has the meaning given to it in the Act

"Management Agreement" means any agreement appointing the Managing Agent pursuant to Section 75(5) of and Regulation 15 to the Act, or such Managing Agent shall undertake the role of the strata manager and undertake the administrative functions of the Corporation and will act as a caretaker of the Common Property;

"Managing Agent" means the company for the time being appointed by the Corporation as its managing agent and/or strata manager (not being a building manager) and a reference in these by-laws to the Corporation shall, where there is such a managing agent, be construed as a reference to that managing agent unless the context otherwise requires;

"Occupier" means and occupier of a Lot and includes, if a Lot is unoccupied, the Lotholder;

"Retail Lot" means Lot 1 and Lot 2 in the Community Plan;

"Retail Purposes" means the conduct of retail sale of goods and services to the general public including but not limited to conduct of a restaurant, café, hospitality, sale of consumer goods or the like;

"Rules" means the rules made by the Corporation pursuant to the powers contained in these By-laws or the Act; "Scheme Description" means the community scheme description in respect of the Community Plan;

"Security Key" means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a Lot or the Common Property.

"Signage Area" means that portion of Lot 2001 in the Community Plan not comprising the function rooms and the kitchen;

"Sky Deck" means that portion of the Common Property known or to be known as "The Sky Deck" on the thirteenth floor of the building constructed on the Community Parcel, incorporating lobby, toilets, changerooms, lockers, steamroom, sauna, gym, store, swimming pool and adjacent terraces; and

"**Vendor**" means Pirie Street Stage 1 Pty Ltd ACN 125 367 464.

UNLESS THE CONTRARY INTENTION APPEARS THE FOLLOWING APPLIES:

- 1.1 a reference to an instrument includes any variation or replacement of it
- 1.2 a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them
- 1.3 the singular includes the plural and vice versa
- 1.4 the word "person" includes a firm, a body corporate, an association or an authority
- 1.5 words of any gender include every gender
- 1.6 a reference to a person includes a reference to a person's executors, administrators, successors, substitutes (including, without limitation persons taking by notation) and assigns
- 1.7 a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later
- 1.8 headings are inserted for convenience and do not affect the interpretation of these by-laws.
- 1.9 the obligations and restrictions in these by-laws shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Corporation from time to time and to the extent of any inconsistency, any such rights, grants or privileges, prevail over these by-laws in respect of the person or persons to whom they are given.
- 1.10 without limiting the foregoing, these by-laws shall be read subject to the rights of the Company and the Developer to conduct marketing activities on the Common Property until all of the Lots are sold, including (without limitation):
  - 1.10.1 allowing invitees to have access to the Common Property in the company of a representative of the Company and/or the Developer;
  - 1.10.2 placing and maintaining on the Common Property sale signs, insignia and other fixtures and fittings for marketing purposes of the Development; and

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1.10.3 the use of any Lots constructed on the Community Parcel as a display centre for the sale and promotion of the Development or any other development being marketed or promoted by the Company and/or the Developer outside the Community Parcel.

without limiting the foregoing these by-laws shall be read subject to the rights of the Developer or any builder associated with the Development to carry out the following activities until the Development is completed:

1.11.1 any surveying, engineering and construction works on the Community Parcel;

1.11.2 any repair, rectification or modification works; and

1.11.3 any other works associated with the construction and completion of the Development or any other development being developed, marketed or promoted by the Company outside the Community Parcel,

1.12 the meaning of general words is not limited to or by specific examples introduced by the words 'including', 'for example' or other similar expressions; and

1.13 if the whole or any part of a provision of these by-laws is invalid, unenforceable or illegal, it is severed. The remainder of these by-laws will have full force and effect.

**PART 2 - MANDATORY BY-LAWS**

**2. Administration, Management and Control of Common Property**

2.1 The Corporation is responsible for the administration, management and control of the Common Property.

2.2 The Corporation may appoint a Management Committee which shall be responsible to the Corporation for the administration, management and control of the Common Property except with respect to matters concerning:

2.2.1 the appointment of a Managing Agent pursuant to by-law 2.3;

2.2.2 maintenance, upgrading or improvements to the Common Property where the item to be considered exceeds \$10,000;

2.2.3 the Corporation's obligations regarding insurance under the Act.

2.3 The Corporation may appoint a Managing Agent to carry out, on behalf of the Corporation, the function of administering, managing and controlling the Common Property on such terms and conditions as it considers reasonably appropriate.

**3. Use and Enjoyment of the Common Property**

The Common Property is, subject to the Act and these by-laws, for the common use and enjoyment of Lotholders, Occupiers and their invitees.

**PART 3 - COMMUNITY PARCEL**

**4. Prohibited Activities**

A person bound by these by-laws must not on the Community Parcel:

4.1 hang any items out in public view on or about any part of or in the Community Parcel;

4.2 make or allow their visitors to make undue noise in or about the Community Parcel except that in the case of a Retail Lot or the Childcare Facility this by-law 4.2 shall not prohibit the level of noise generally expected of or from the level of business or activities carried on at the Retail Lot or the Childcare Facility;

4.3 interfere or allow their visitors to interfere with others' use or enjoyment of their rights in relation to the Community Parcel;

4.4 be inappropriately or inadequately clothed in the opinion of the Corporation when upon the Community Parcel so as to be visible from another Lot or the Common Property;

4.5 use any language or behave in a manner likely to cause offence or embarrassment to persons in other lots or on Common Property or otherwise engage in conduct that constitutes a nuisance;

4.6 damage or deface any building or sign or structure on the Community Parcel;

4.7 disobey reasonable directions or requests from an officer of the Corporation;

4.8 unless the Scheme Description or these by-laws prescribe or allow otherwise, use any portion of the Community Parcel as a Retail Lot without the consent of the Corporation;

4.9 carry, use, discharge or expose any firearm, explosive, fireworks, airgun or other weapon;

4.10 obstruct any persons lawful access to any Lot or to the Common Property;

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- 4.11 park or stand a motor vehicle in a parking space or elsewhere allocated for others or on a part of the Community Parcel on which the parking or standing of motor vehicles is not authorised by the Corporation and the Corporation shall in addition to any other power, authority, duty and function imposed or conferred upon the Corporation have the power to tow away any motor vehicle parked or standing in contravention of these bylaws at the expense of the person whose act or default has occasioned such contravention and such person shall indemnify the Corporation in respect of all claims for costs and damages arising out of such actions;
- 4.12 permit any bicycle to be stored other than in the areas of the Common Property designated by the Corporation or the Managing Agent for such purpose and fitted with bicycle racks;
- 4.13 rollerblade, roller-skate or ride a skateboard;
- 4.14 ride any bicycles or drive any motorised vehicles (other than wheelchairs and like vehicles used by handicapped persons or other vehicles approved by the Corporation) except in areas specifically set aside for the purpose;
- 4.15 permit any bicycle to be brought into a Lot or the foyer, stairwells, lifts, hallways, garden areas, balconies or other parts of the Common Property as may be designated by the Corporation or the Managing Agent from time to time;
- 4.16 erect or fix any sign or notice to any part of the Common Property or a Lot where it can be seen from any exterior position or erect a sandwich board, except as required by law .PROVIDED THAT a Lotholder or Occupier of a Retail Lot, the Childcare Facility or the Business Centre may affix a sign or signs to or place a sign or signs on the Common Property provided the sign:
- 4.16.1 comprises a well designed name of the business or its insignia only;
- 4.16.2 complies with the requirements of all relevant authorities; and
- 4.16.3 has the prior consent of the Corporation;
- and PROVIDED FURTHER THAT a Lotholder or Occupier of a Retail Lot, the Childcare Facility or the Business centre may erect or affix any sign or notice on any part of its Lot notwithstanding that the sign or notice may be seen from any exterior position;
- 4.17 allow any glazed portions of a Lot or the Common Property that surrounds a Lot to be tinted or otherwise treated with the intention to change the visual characteristics of the glazing PROVIDED HOWEVER this by-laws does not apply to any tinting or frosting to glass on internal doors or internal windows of a Lot for privacy for that particular Lot (being internal Lot boundary windows and doors) which can be viewed from the internal corridors of the building (being Common Property);
- 4.18 perform the work of repairing, washing, painting, panel beating or other work of any nature on any vehicle or other equipment (except in any area provided for such activity) provided that this by-law shall not extend to running repairs in the case of breakdown;
- 4.19 paint, finish or otherwise alter the external facade of any building or improvement forming part of the Common Property or a Lot;
- 4.20 store, place, display or hang any chattel or item (including without limitation any item of clothing) on or from a balcony or terrace without the consent of the Corporation;
- 4.21 subject to these by-laws, install any equipment or apparatus of any kind (including, but not limited to, any blind, light fitting, awning, air conditioning unit, antenna or satellite dish) which:
- 4.21.1 extends outside the boundaries of a Lot; or
- 4.21.2 is located on any balcony; or
- 4.21.3 protrudes from any building or balcony forming part of a Lot, without first obtaining the written consent of the Corporation;
- 4.22 without limiting by-law 4.21 and subject to these by-laws, affix a satellite dish to any part of the Common Property; or
- 4.23 use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

**5. Storage of Flammable Liquids**

A Lotholder or Occupier of a Lot must not:

- 5.1 *except* with the written consent of the Corporation, use or store on a Lot or Common Property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used for purposes usually associated with a commercial office or business or in the fuel tank of a motor vehicle; or

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5.2 do or permit anything, which may invalidate or suspend any insurance policy effected by the Corporation or cause any premium to be increased without the prior written consent of the Corporation;

PROVIDED HOWEVER nothing in by-law 5.1 prohibits the Lotholder or Occupier of a Retail Lot storing on that Lot any flammable chemical liquid, gas or other flammable material for use in the business conducted from the Retail Lot.

**6. Disposal of Garbage**

6.1 A person bound by these by-laws must not on the Community Parcel dispose of any rubbish or other material except by depositing the same in the receptacle or areas (if any) specifically provided.

6.2 A person bound by these by-laws shall dispose of any rubbish or other material on the Community Parcel in accordance with the rubbish disposal policies passed from time to time by the Corporation.

**7. Support and Provision of Services**

Except for the purposes of maintenance and renewal and with the written consent of the Corporation, a Lotholder or Occupier of a Lot must not do anything or permit anything to be done on or in relation to that Lot or the Common Property so that:

7.1 any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with;

7.2 the structural and functional integrity of any part of the Common Property is impaired; or

7.3 the passage or provision of services through the Lot or the Common Property is interfered with.

**8. Retail Lot**

A Lotholder or Occupier of a Lot that is not a Retail Lot must not without the consent of the Corporation operate any retail and/or hospitality business including a restaurant, café or retail sales generally from any Lot, Lot Subsidiary or the Common Property:

8.1 except with the consent of the Corporation and in accordance with the conditions imposed by the Corporation;  
**or**

8.2 unless the Scheme Description or these by-laws expressly states that the Lot may be used for such purposes; and

8.3 unless such use of the Lot, Lot Subsidiary or Common Property is not otherwise prohibited by law.

**PART 4 - COMMON PROPERTY**

**9. Corporation to Keep Common Property in Good Repair**

**The Corporation must keep the Common Property tidy** and free of graffiti and in a state of good and serviceable repair and shall always properly maintain all chattels, fixtures and fittings (including walkways, stairways, lifts, hand rails and intercoms) held by the Corporation or used or intended, adapted or designed for use in connection with the Common Property or the enjoyment thereof by the Lotholders or Occupiers or by their visitors and for this purpose may enter into an appropriate contract with a third party (including a building manager) for such party to provide such services for the benefit of Lotholders on behalf of the Corporation.

**10. Prohibited Activities**

A person shall not undertake any of the following activities or do any of the following things on the Common Property:

10.1 sleep overnight;

10.2 play any sport of any kind;

10.3 carry on any business except with the consent of the Corporation or as allowed by the Scheme Description and these by-laws;

10.4 sing, busk or play on a musical instrument so as to appear to be for the purpose of entertaining other persons except with the consent of the Corporation;

10.5 carry, use, discharge or expose any firearm, explosive fireworks, airgun or other weapon;

10.6 obstruct any corridor, hallway, passage or other access way;

10.7 obstruct the lawful use of the Common Property by any person;

10.8 use the Common Property in a manner that unreasonably interferes with the use and enjoyment of the Common Property by the other members of the Corporation, their customers, clients or visitors;

10.9 smoke nor allow persons under his or her control to smoke in those parts of the Common Property that the Corporation or the Managing Agent may designate as non-smoking areas from time to time;



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- 10.10 mark, paint, drive nails or screws or the like into, or otherwise damage or deface any structure that forms part of the Common Property without the consent of the Corporation;
- 10.11 consume nor permit persons under his or her control to consume alcohol or take glassware onto the Common Property without the consent of the Corporation or the Managing Agent; or
- 10.12 throw, roll or discharge any stone, substance or missile to the danger of any person or animal on the Common Property.

**11. Security of Common Property**

A Lotholder or Occupier of a Lot must not do anything which may prejudice the security or safety of the Common Property.

**12. Notification of Defects**

A Lotholder or Occupier of a Lot must promptly notify the Corporation or the Managing Agent on becoming aware of any damage to or defect in the Common Property.

**13. Compensation to Corporation**

A Lotholder or Occupier of a Lot will compensate the Corporation for any damage to the Common Property or personal property vested in the Corporation caused by that Lotholder or Occupier or their respective tenants, licensees or invitees.

**14. Restricted Use of Common Property**

**The Corporation may take measures to ensure the security, and to** preserve the safety of the Common Property and the Lots affected by the Corporation from fire or other hazards and without limitation may:

- 14.1 close off any part of the Common Property not required for access to a Lot on either a temporary or permanent basis or otherwise restrict the access to or use by Lotholders or Occupiers of any part of the Common Property;
- 14.2 permit to the exclusion of Lotholders and Occupiers, any designated part of the Common Property to be used by any security person as a means of monitoring security and general safety of the Lots, either solely or in conjunction with other Lots; and
- 14.3 restrict by means of a Security Key the access of Lotholders or Occupiers of one level of the Community Parcel to any other level of the Community Parcel.

**PART 5 - USE OF COMMUNITY LOTS**

**15. Good Repair**

A Lotholder must:

- 15.1 maintain the Lot in good repair;
- 15.2 carry out any work ordered by a council or other public authority in respect of the Lot;
- 15.3 carry out work required by the Corporation in respect of the Lot; and
- 15.4 maintain and repair the air conditioning fan coil and condenser located within the Lot.

**16. Use of Lot**

A person bound by these by-laws:

- 16.1 must not use the Lot, or permit the Lot to be used, for any unlawful purpose;
- 16.2 must not do or permit or cause permit or suffer to be done or permitted on or about the Lot, any act, matter or thing whatsoever which is or may in the opinion of the Corporation be a nuisance or an offence under any Act of South Australia or the Commonwealth of Australia or regulation or by-law thereunder for the time being in force;
- 16.3 must allow the Corporation, access to the Lot for the purpose of carrying out maintenance;
- 16.4 must pay all rates, taxes, charges, levies, outgoings and assessments in respect of their Lot as they become due and payable;
- 16.5 must subject to the Act and these** by-laws notify the Corporation of any repairs and maintenance required to their Lot;
- 16.6 must, if requested by the Corporation, entrust any repairs and maintenance to the Corporation and shall pay the Corporation's reasonable costs incurred therewith;
- 16.7 must ensure that the interior of windows in the Lot and the exterior of windows leading on to the balcony are kept clean and free of stickers, transfers and similar items which are visible from the exterior of the Lot;

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- 16.8 must not change the use or alter the character of the Lot or make or permit to be made any additions or alterations of any kind in or to the Lot unless the said person has complied with the provisions of by-law 17;
- 16.9 must not do or omit or suffer to be done or omitted any act, matter or thing which may interfere with or impede any fire, security or other safety doors in any way and without limiting the generality of the foregoing the Lotholder or Occupier of the Lot shall ensure that all fire, security and garage doors are kept locked or secure in an operational state (as the case may be) when not in immediate use;
- 16.10 must surrender all Security Keys belonging to the Lot or the building to the Corporation on the sale of the Lot and secure the same undertaking from any tenant on the termination of any tenancy;
- 16.11 must not use a hose or high pressured water spraying device to clean the balcony of the Lot;
- 16.12 must take every reasonable precaution to prevent items from blowing or dropping off the balcony of the Lot;
- 16.13 must ensure compliance with fire laws in respect of the Lot; and
- 16.14 must not breach the fire regulations by installing unapproved dead locks or peep holes that would void the Corporation's insurance policy.
- 17. Alterations, Additions, Renovations and Refurbishment of Lots**
- 17.1 A Lotholder or Occupier shall not perform or carry out any prescribed work to or upon a Lot unless:**
- 17.1.1 such person has obtained all necessary consents or approvals from any government or statutory authority pertaining to such alterations or additions and shall upon request from the Corporation provide the Corporation with a copy of any such consents or approvals;
- 17.1.2 such person has provided prior written details of such refurbishment, renovation, alterations or additions to the Corporation for its information at least 14 days prior to commencing such work; and
- 17.1.3 such person has made prior arrangements with the Corporation or the Managing Agent in relation to permitting persons such as workers to access the Lot via the Common Property and ensures that such workers have appropriate current public liability insurance cover.
- 17.2 The Lotholder shall ensure that:**
- 17.2.1 all work is carried out strictly in accordance with the provisions of the consents granted by any government or statutory authority;
- 17.2.2 all work is undertaken by qualified tradespeople in a proper and workmanlike manner;
- 17.2.3** adequate precautions have been taken to ensure that all Common Property is fully protected against damage;
- 17.2.4 any damage caused to the Common Property is rectified to the satisfaction of the Corporation and at the cost of the Lotholder;
- 17.2.5 all Common Property areas are left in a clean and tidy condition on the completion of works each day;
- 17.2.6 all work is undertaken in such a way so as to cause minimum disturbance or inconvenience to the Lotholders or Occupiers of any other Lots;
- 17.2.7 all appropriate insurance cover in an amount nominated by the Corporation against damage to persons and property which may be caused or may arise out of such prescribed works is affected and shall ensure that upon request from the Corporation the Corporation is provided with a copy of such insurance policy or policies;
- 17.2.8 the Corporation is able to inspect the work being undertaken from time to time until such work is complete upon reasonable notice of such intended inspections;
- 17.2.9 all rubble or refuse arising from the performance of such prescribed works must not be disposed of in domestic garbage bins but must be disposed of as directed by the Corporation; and
- 17.2.10 where such person proposes to remove and replace the floor covering to the floor of any part of a Lot and where such person proposes to replace the existing floor covering with a hard surface floor covering, then except where such person has obtained the prior consent of the Corporation, the person must insert an acoustic underlay between the floor and the hard floor covering.
- 17.3 For the purpose of this by-law, "prescribed work" in relation to a Lot means:**
- 17.3.1 the erection, alteration, demolition or removal of a building or structure;
- 17.3.2 the alteration of the external appearance of a building or structure;
- 17.3.3 the removal of or addition to any structural or Common Property brick or concrete wall or slab construction;

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- 17.3.4 the installation, removal or replacement of any tiling to any part of the Lot;
- 17.3.5 the installation, removal or replacement of any flooring or partitions;
- 17.3.6 alterations to any air conditioning, plumbing, electrical, audio system, television, intercom or other service which involves the drilling, culling or chasing of holes in the walls, floor or ceilings of any part of the Lot.

**18. Moving Articles To and From Lots**

The Lotholder or Occupier shall comply with and observe the following conditions and restrictions as to delivery or movement of goods or furniture to and from a Lot:

- 18.1 goods or furniture may be delivered to and from a Lot only through such entrances at such times and in such manner as will ensure minimum interference with persons using the entrances or Common Property and will be subject to the prior approval of and must be delivered under the supervision of the Corporation; and
- 18.2 goods or furniture shall not be left on the Common Property at any time and if so left may be removed by the Corporation at the expense and risk of the Lotholder.

**19. Pets and Animals**

- 19.1 A Lotholder or Occupier of a Lot must not keep an animal or bird in his or her Lot.
- 19.2 By-law 19.1 does not:
  - 19.2.1 prevent a Lotholder or Occupier of a lot who suffers from a disability from keeping a dog on the Lot or restrict the use of a dog by the Occupier if the dog is trained to assist the Occupier in respect of that disability;
  - 19.2.2 prevent a visitor to the Community Parcel who suffers from a disability from using a dog trained to assist the visitor in respect of that disability.

**20. Leasing**

Where a Lotholder leases a Lot the Lotholder must inform the Corporation of the identity of the lessee

**21. Change in Ownership**

A Lotholder must immediately notify the Corporation of any change in ownership of the Lot, or any change in address of a Lotholder.

**22. Sale of Lot**

A person bound by these by-laws

- 22.1 shall ensure that in the event that a Lot is to be sold by auction, that the auction must take place wholly within the Lot so as to not cause a disturbance to other persons on the Community Parcel;
- 22.2 must not cause, suffer or permit any signs advertising the sale of the Lot to be placed on or in the Community Parcel; and
- 22.3 must not interfere with or compromise the security system of the building when conducting an open inspection of the Lot.

**23. Right to Enter Lot**

**The Corporation shall** be permitted by each Lotholder or Occupier and shall have the right at all reasonable times and on giving the Lotholder or the Occupier reasonable notice (except in cases of emergency when no such notice shall be required), to enter upon a Lot for the purpose or in the course of carrying out the functions or duties of the Corporation or exercising its powers which, without limiting the generality of the foregoing, shall be deemed to include the power;

- 23.1 to inspect a Lot;**
- 23.2 to carry out maintenance repairs or work; and**
- 23.3 to enter** upon and inspect any part of a Lot for the purpose of ensuring that the Act and these by-laws are being observed.

**24. Observance of By-laws**

- 24.1 Where these by-laws restrict the behaviour or activity of a Lotholder or Occupier of a Lot there shall also be imposed upon that Lotholder or Occupier an obligation not to permit that behaviour or activity by any other person.
- 24.2 A Lotholder or Occupier of a Lot shall take all reasonable steps to ensure that their visitors or invitees comply with the provisions of these by-laws and in the event of their inability for any reason to ensure such compliance by any such visitor or invitee, they shall thereupon ensure that such visitor or invitee leaves the Community Parcel.

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**25. Indemnity and Release**

A person bound by these by-laws shall:

- 25.1 indemnify and forever hold harmless the Corporation from and against all and any actions, claims, demands, losses, damages, costs and expenses which the Corporation shall or may become liable in respect of or arising out of any loss or injury personal or in respect of property (suffered by any person in or about the Lot or Common Property) except and to the extent that such loss or injury was caused or contributed to by the negligence of the Corporation;
- 25.2 occupy and use and keep a Lot at the risk in all things of the Lotholder and the Lotholder hereby releases to the full extent permitted by law the Corporation from any and all claims, demands and damages of every kind resulting from any accident, damage or injury occurring therein except and to the extent that any such claims, demands and damages arise from or as a consequence of the negligence of the Corporation or any servant or agent of the Corporation.

**26. Corporation May Make Rules**

The Corporation and/or the Managing Agent may make rules relating to the Common Property not inconsistent with these by-laws and they shall be observed by the Lotholders and their tenants, servants, agents, guests, employees, invitees or licensees unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Corporation.

**27. Removal of Persons**

The Corporation may remove any person from a part of the Community Parcel who is found committing a breach of a by-law in that part.

**28. Window Coverings**

A Lotholder or Occupier of a Lot may install window furnishings to the interior of any windows in accordance with any one of the following specifications without the need to obtain the consent of the Corporation:

**28.1 Sunscreen Roller Blind**

Manual, chain operated or motorised in one of the following colours:  
white, off-white or cream;

**28.2 Blackout Roller Blinds**

Manual, chain operated or motorised in one of the following colours:  
white, off-white or cream.

Window treatments, which do not meet the above description must not be installed except with the prior written consent of the Corporation and if installed without such consent must be removed immediately upon demand by the Corporation to do so PROVIDED HOWEVER the Lotholder or Occupier of a Retail Lot will not be required to comply with this by-law 28.

**29. Retail Lot**

- 29.1 Any provision of these by-laws which is inconsistent with Clause 8.2 of the Scheme Description in its application to a Retail Lot shall be read as not applying to the Retail Lots (but shall still apply with full force and effect to all other Lots).
- 29.2 Without limiting any other by-law, the Lotholder or Occupier of any Retail Lot must:
- 29.2.1 take out its own bins on each garbage collection day and bring the bins in as soon as is reasonably possible after the bins have been collected on each collection day;
- 29.2.2 avoid unnecessary noise when filling bins;
- 29.2.3 ensure lids on bins are securely closed at all times and ensure that bins are kept clean;
- 29.2.4 ensure all cardboard and paper waste is cut up or folded so as to fit in bins;
- 29.2.5 store all bins within appropriate areas of the Retail Lot or within the refuse area of the Common Property designated by the Corporation from time to time;
- 29.2.6 comply with all rules imposed by the Corporation from time to time in relation to rubbish removal and storage including in relation to:
- 29.2.6.1 volume;
- 29.2.6.2 responsibility for cleaning Common Property used or dirtied by the Retail Lot owner or Occupier;
- 29.2.6.3 not obstructing Common Property; and

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- 29.2.6.4 control of odour and vermin;
- 29.2.7 comply with all health, noise and other regulations in carrying on the business from a Retail Lot;
- 29.2.8 not trade outside trading hours that are lawfully permitted from time to time;
- 29.2.9 not use or allow the use of a Retail Lot for living or sleeping;
- 29.2.10 immediately replace non-functioning lights inside or outside a Retail Lot;
- 29.2.11 ensure that the pedestrian passageway through a Retail Lot is open for pedestrian use at all times with sufficient security and lighting to ensure the safety of users;
- 29.2.12 use and permit to be used for the receipt, delivery or other movement of any goods, wares or merchandise or articles of bulk or quantity only such parts of the Common Property and at such times as the Corporation may from time to time direct;
- 29.2.13 take reasonable steps to conduct its business (having regard to the nature of the business and the times and hours such business is permitted to and are normally open) in such a manner so as to minimise any disturbance to the owners and occupiers of Lots and/or their use and enjoyment of the Community Parcel including to the extent practical taking reasonable steps so that its customers and visitors do not cause undue noise (having regard to the noise generally expected from the business) or behave in a manner likely to disturb or cause offence or embarrassment to persons in other Lots or on the Common Property or otherwise engage in conduct that constitutes a nuisance; and
- 29.2.14 comply with all applicable statutes, laws, ordinances, regulations by-laws etc imposed by any qualified authority in relation to a Retail Lot or the Occupiers business including without limitation laws relating to hygiene, occupational health, safety and worker's compensation, liquor and gaming licensing and planning and development.
- 29.3 The toilets on the first floor of the building on the Community Parcel shall be made available for non-exclusive use by the Lotholder or Occupier of a Retail Lot, as well as any employees and customers of any Lotholder or Occupier of a Retail Lot, or any tenant of any Lotholder of a Retail Lot and any employee and customers of the tenant, and the Lotholder of a Retail Lot shall contribute to the Corporations costs of cleaning, supplying, insuring, maintaining, repairing, water usage and upgrading the said toilets.
30. Business Centre & Childcare Facility
- 30.1 The Business Centre Lot is to be used as a Business Centre.
- 30.2 The Childcare Facility Lot is to be used as the Childcare Facility (subject to all necessary statutory approvals), but if all of the necessary statutory approvals to operate a Childcare Facility from the Childcare Facility Lot cannot be obtained, the Childcare Facility Lot is to be used for commercial purposes, including but not limited to a Business Centre.
- 30.3 The Corporation may accept the grant of a Lease of the Business Centre Lot and/or the Childcare Facility Lot from the owners from time to time of the Business Centre Lot and/or the Childcare Facility Lot from which those business are located.
- 30.4 The Corporation may sublet or licence its leasehold interest in the Business Centre Lot and/or the Childcare Facility Lot and may enter into agreements with such sublessees or licensees for the management and/or operation of the Business Centre and/or Childcare Facility on such terms and conditions as the Corporation considers appropriate.
- 30.5 Subject to by-law 54 , the Corporation will require Lotholders to contribute towards the various costs, expenses fees and charges in relation to complying with the Corporation's obligations under the Leases and separately in relation to the management, operation, maintenance, repair and replacement of the Business Centre and/or Childcare Facility and their facilities including the costs of the provision, leasing, licensing and/or hire of services, goods, plant and equipment and furnishings as well as wages and rights and entitlements of any persons who are employed by or who contract with the Corporation to staff the Business Centre and/or Childcare Facility from time to time.
- 30.6 The Corporation and/or the operators of the Business Centre/Childcare Facility may charge a fee to Lotholder and Occupiers to use of the Business Centre and/or the Childcare Facility on a user-pays basis. The Corporation and/or the operator of the Business Centre/Childcare Facility shall determine the fee payable in respect of the Business Centre and/or Childcare Facility.
- 30.7 The Corporation or any such third parties managing the Business Centre and/or the Childcare Facility may make the Business Centre and/or the Childcare Facility available for use by persons other than Lotholders or Occupiers on terms to be determined by the Corporation or any such third parties managing the Business Centre and/or the Childcare Facility.

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**31. Lease of Common Property**

Subject to the provisions of the Act, the Corporation may grant a lease or licence (exclusive or non exclusive) of the whole or a portion of the Common Property on such terms and conditions as the Corporation deems appropriate, including a lease or licence for the use, occupancy or management of the Common Property on terms and conditions the Corporation requires.

**PART 6 — GENERAL**

**32. Company & Developer Rights**

The provisions of by-laws 1.10 and 1.11 apply to these by-laws.

**33. Insurance**

33.1 The Corporation shall ensure that there is one (1) Policy of Insurance for all community corporations within the Community Parcel.

33.2 The Corporation will ensure that sufficient funds are obtained for the contributions to the administrative fund payable by the Lotholders to enable payment of the premium for the Policy of Insurance.

33.3 Each Lotholder shall carry their own third party property and bodily injury insurance on the Lot extending to cover any person occupying the Lotholder's Lot.

33.4 The Policy of Insurance to be carried by the Lotholder shall be issued by a company approved by the Corporation and shall give such cover as the Corporation in its absolute discretion may require, the minimum requirement being that such a policy of insurance shall give cover for loss or damage to property or person of third parties to a minimum of \$10,000,000 in respect of any one accident or event.

33.5 Proof of coverage by way of a copy of the Lotholder's current receipted insurance or policy shall be supplied to the Corporation on request.

**34. Corporation's Rights and Powers - Unpaid Levies**

34.1 A Lotholder (which includes a corporation and a mortgagee in possession) must pay on demand:

34.1.1 the whole of the Corporation's costs and expenses (including solicitors and own client costs) incurred in recovering levies or money levied upon that Lotholder's Lot by the Corporation pursuant to the Act or pursuant to the by-laws, and

34.1.2 any costs that are ordered to be paid by the Lotholder to the Corporation by any Court Tribunal or body with authority to order the payment of costs.

34.2 If the Lotholder does not pay such costs and expenses after demand is made for them, the Corporation may take action to recover them in any Court of competent jurisdiction provided that, in respect of the Corporation's party and party costs, the Corporation complies with any procedure for the taxation and recovery of costs provided for in the rules of the Court, Tribunal or other body which orders payment of costs in favour of the Corporation. The Corporation may also enter any costs payable to it any levies for the sinking fund referred to in by-law **34.1** against the levy account of the Lotholder's Lot and note the amount of such costs on any certificate issued in respect of the Lot pursuant to the Act.

34.3 If a contribution levied under the Act is unpaid **30** days after it falls due for payment, the amount of the unpaid contribution will bear interest at a rate of 2% above the 90 day bank bill rate charged by the Corporation's bank, unless otherwise determined by ordinary resolution at a general meeting. At the discretion of the Corporation, any Managing Agent has discretion to write off interest to a limit to be determined by the Corporation from time to time.

34.4 If when a person becomes the Lotholder of a Lot, another person is liable in respect of the Lot to pay interest on a contribution, the Lotholder is jointly and severally liable with the other person for the payment of the interest.

34.5 The amount of any interest is recoverable by the Corporation as a liquidated debt.

34.6 If the Corporation spends money to make good damage caused by a breach of the Act, or of these by-laws by any Lotholder or the tenants, occupiers, guests, servants, employees, children, invitees or licensees of the Lotholder the Corporation may recover the amount spent as a debt in an action in any Court of competent jurisdiction from the Lotholder of the Lot at the time when the breach occurred.

**35. Services**

Notwithstanding any implication or rule of law to the contrary, the Corporation shall not in any circumstances be liable to the Lotholder for any loss or damage suffered by the Lotholder for any malfunction, failure to function or interruption of or to the water, gas, electricity, power, telephone or other services to the Lot or for the blockage of any sewers, wastes, drains, gutters, downpipes or stormwater drains from any cause whatsoever.

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**36. Sinking Fund**

- 36.1 The Corporation may establish a Sinking Fund to fund the provision of major items of repair or maintenance to the Community Parcel.
- 36.2 The Corporation must advise the Lotholders in writing of the establishment of any such Sinking Fund and of the contribution to be made by the Lotholder.
- 36.3 The following provision shall apply to any Sinking Fund established under this by-law:
- 36.3.1 the Corporation will establish a separate fund for such monies and all monies paid by the Lotholder in this regard will be paid into that fund;
- 36.3.2 that fund or so much of the balance standing to the credit of that fund as remains unexpended from time to time for a purpose for which the fund was established will be held by the Corporation in a separate interest bearing account; and
- 36.3.3 any amounts paid by the Corporation to the credit of that fund, and the net interest earned by the Corporation on that fund, will not be applied by the Corporation for any purpose other than payment of outgoings for which the fund was established.

**37. Complaints and Applications**

Any complaint or application to the Corporation must be addressed in writing to the Managing Agent, or where there is no Managing Agent, the secretary of the Corporation.

**38. Security Keys**

- 38.1 The Corporation may charge a reasonable fee for any additional Security Key required by a Lotholder.
- 38.2 A Lotholder must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier of a Lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Lotholder or the Corporation.
- 38.3 A Lotholder or Occupier of a Lot in possession of a Security Key must not without the Corporation's written consent, duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost and is not to dispose of it otherwise than by returning it to the Corporation.
- 38.4 A Lotholder or Occupier of a Lot must promptly notify the Corporation if a Security Key issued is lost or destroyed.

**39. Sky Deck**

- 39.1 The Sky Deck is available for the use of all Authorised Users.
- 39.2 The Corporation may make rules in relation to the use of the Sky Deck.
- 39.3 The Corporation may enter into agreements with third parties for the management, operation, maintenance and replacement of and the provision, leasing, licensing and/or hiring of services, goods and equipment to the Sky Deck or any portion thereof (including without limitation gymnasium and swimming pool plant and equipment), on such terms as the Corporation considers appropriate ("Agreements") and may incur various costs expenses, fees and charges in relation to the management, operation, maintenance and replacement of the Sky Deck including the costs of the provision, leasing, licensing and/or hire of services, goods, plant and equipment ("Outgoings) which Outgoings will be recovered from the owners of the Lots as community contributions PROVIDED HOWEVER the owners of the Retail Lots will not be required to contribute to such Outgoings.
- 39.4 The Corporation may grant to third parties a licence or lease to access and use the Sky Deck or any portion thereof on such terms as the Corporation considers appropriate ("Third Party Licence"), subject to *any* Agreements the Corporation enters into in relation to the Sky Deck with third parties.
- 39.5 Subject to the terms of the Agreements and any Third Party Licence, the Corporation may grant the Authorised Users licences to access and use the Sky Deck or a portion thereof on such terms as the Corporation considers appropriate ("Licences"). Without limiting the foregoing, the Corporation may grant the Licences on the basis that no fee is charged for the use of and access to the Sky Deck and instead a contribution is required from the Authorised Users towards the Outgoings.
- 39.6 Subject to the terms of the Agreements, the Licences and any Third Party Licence, the Corporation may make rules in relation to the use of and access to the Sky Deck.
- 39.7 Authorised Users or Third Party Licence holders must not breach nor permit persons under his or her control to breach the rules as stipulated from time to time by the Corporation in respect of the use of and access to the Sky Deck.

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- 39.8** Authorised Users or Third Party Licence holders must wear appropriate clothing and suitable foot wear when using the Sky Deck. All equipment in the gymnasium must be used with a towel and wiped down after use. No wet swimming apparel is to be worn outside the pool area.
- 39.9** No visitor, client or guest of an Authorised User or Third Party Licence holders may enter or use the Sky Deck unless accompanied by an Authorised User or Third Party Licence holders or the manager of the Sky Deck (if one has been appointed) pursuant to these by laws.
- 39.10 Subject to the terms of the Agreements, the Licences and any Third Party Licence, a Lotholder or Occupier or Third Party Licence holder must not do anything that will prejudice the use of the Sky Deck by the Authorised Users or that will result in a breach of the Licences or Third Party Licences by the Corporation.
- 39.11 Subject to the terms of any Third Party Licence, the Sky Deck will be open for use by Authorised Users and Third Party Licence holders between the hours of 6:30am and 10.00pm daily or such other times as the Corporation may determine, subject to any temporary closures for cleaning, repairs, maintenance or other necessary works.
- 39.12 Subject to the terms of any Third Party Licence, the Corporation may from time to time offer the intended roof top garden to the public on a user pays basis and otherwise on such terms as the Corporation sees fit but in any event on such terms as are not inconsistent with these by-laws provided that Authorised Users acknowledge and agree that the Corporation may restrict access to the Sky Deck during the hours that the roof garden is being used by such third parties, upon giving all Lotholders and Occupiers not less than 24 hours notice.

**40. Concierge and Valet Parking Services**

- 40.1** The Corporation may (but is not obliged to) provide concierge and valet parking services for the benefit of Lotholders and Occupiers.
- 40.2 The Corporation may enter into agreements with third parties for the management and/or operation of the concierge and valet parking services on such terms as the Corporation considers appropriate, in its absolute discretion.
- 40.3 The costs associated with the provision of such services will be borne by Lotholders as contributions.

**41. Canopy, Awning and Façade Encroachment**

- 41.1** A portion of the canopy, awnings and facade forming part of the building on the Community Parcel encroaches over Pine Street and Naylor Street, Adelaide ("**the Canopy Encroachment Area**").
- 41.2 For the purposes of these by-laws, each person bound by these by-laws acknowledges that the Canopy Encroachment Area is deemed to form part of the Common Property in the Community Plan and these by-laws apply to the Canopy Encroachment Area as though the Canopy Encroachment Area formed part of the Common Property.

**42. Balcony Encroachments**

- 42.1** Balconies on the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, 9th, 10th and 11th levels of the building on the Community Parcel encroach over Pine Street and and/or Naylor Street, Adelaide ("**Balcony Encroachment Area**").
- 42.2 For the purposes of these by-laws, each person bound by these by-laws acknowledges that the Balcony Encroachment Area is deemed to form part of the Common Property in the Community Plan and these by-laws apply to the Balcony Encroachment Area as though the Balcony Encroachment Area formed part of the Common Property.
- 42.3 The Corporation will grant to the owner of a Lot an exclusive right to use that part of the balcony adjoining their Lot which is included in the Balcony Encroachment Area.

**43. Permits**

- 43.1** In any by-law of the Corporation, unless the contrary intention is clearly indicated, the words "the consent of the Corporation" means the permission of the Corporation given in the form of a written permit.
- 43.2 The Corporation shall have the power to grant permits in its absolute discretion (unless any By-Laws provide to the contrary) to any Lotholder, Occupier or any other person in respect of any activity in or on the Community Parcel.
- 43.3 The Corporation may attach such conditions to a permit as it thinks fit and may vary or revoke such conditions or impose new conditions by notice in writing to the permit holder.
- 43.4 The Corporation may grant a permit either for a term of up to twelve (12) months or for an identified activity or schedule of activities as it thinks appropriate.
- 43.5 A permit holder shall comply with each and every condition of the permit. Each event which is a breach of the permit shall constitute a separate offence under these by-laws.



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43.6 A permit holder shall pay to the Corporation in advance, such fee as may be determined by the Corporation for the Corporation issuing the permit to the permit holder.

43.7 Subject to the terms of the permit, the Corporation may cancel, suspend or revoke the permit at any time by notice in writing to the permit holder.

**44. Offences**

A person who contravenes or fails to comply with the provisions of these by-laws is guilty of an offence.

Maximum penalty: The maximum permitted by the Act

**45. Breach**

Where a person bound by these by-laws has acted in breach thereof and the Corporation has incurred expense in remedying such breach, the Corporation shall be entitled to recover such expense from such person.

**46. Waiver**

No waiver by the Corporation of one breach of any rule, covenant, obligation or provision herein contained or implied shall operate as a waiver of another breach of the same or any other rules, covenants, obligations or provisions herein contained or implied.

**47. Notice**

Any notice required to be served under these by-laws shall be sufficiently served on the Lotholder if left on the Lot addressed to the Lotholder or if addressed to the Lotholder at the last known address of the Lotholder and forwarded by pre-paid post and if a notice is given by post it shall be deemed to be served at the time when in the ordinary course of post it would be delivered at the address to which it was sent.

**48. Corporation to take a lease**

48.1 The Corporation may accept a Lease of a Lot from the owners from time to time of the Lots

48.2 The Corporation may sublet or licence its leasehold interest in the Lots and may enter into agreements with such sublessees or licensees of the Lots on such terms and conditions as the Corporation considers appropriate.

**49. Leasing Common Property on a Floor to Lot Owners or Occupiers**

If there Occupier leasing multiple Lots on a floor or floors of the building on the Community Parcel, then upon the request of the Occupier and where practical to do so, the Corporation will grant a right of occupancy/exclusive use of that portion of the Common Property adjacent to the particular Lots on terms and conditions as the Corporation requires, including but not limited to the following:

49.1 leasing a portion of the Common Property for nominal rent;

49.2 leasing a portion of the Common Property to the same Occupier;

49.3 the right of occupancy/exclusive use of that portion of the Common Property shall expire if one or more of the leases in which the Occupier has an interest comes to an end;

49.4 the tenant obtains public liability insurance of not less than \$20,000,000.00 noting the Corporations interest in respect of the portion of the Common Property; and

49.5 if the Occupier makes any alterations or additions to that portion of the Common Property, then the Occupier must reinstate that portion of the Common Property back to its original condition.

**50. Telephone System**

50.1 The Corporation is the owner of the telephone system incorporated within the building on the Community Parcel.

50.2 The Corporation may grant rights to the Business Centre to operate and use the telephone system on terms and conditions required by the Corporation in its complete discretion, including but not limited to charging fees to Lotholders and/or Occupiers to connect into the telephone system and fees for the use of such telephone system.

50.3 It will not be mandatory for a Lotholder or Occupier to use the telephone system

**51. Telecommunication Devices, Aerials and Antennas**

51.1 The Corporation may from time to time on terms the Corporation requires in its complete discretion, grant rights of occupancy or use over a portion of the Common Property for the purposes of telecommunication devices, aerials and antennas ("**Telecommunication Devices**").

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- 51.2 The Community Corporation must allow the workmen, agents, officers, contractors or representatives of the parties installing the Telecommunication Devices access to such portions of the Common Property as are necessary to install the Telecommunications Devices.
- 51.3 The Corporation may at its complete discretion authorise telecommunication service providers to erect, maintain and operate mobile phone and other telecommunications towers, networks, services, facilities, plant and equipment and associated purposes on the Common Property.
- 51.4 The Corporation may in its complete discretion grant rights of occupancy over a portion of the Common Property to Lotholders and/or Occupiers for the erection, maintenance and operation of Telecommunication Devices that the particular Lotholder and/or Occupier may require as part of its business being conducted from that Lotholder and/or Occupier's particular Lot or Lots.
- 51.5 The Lotholder and/or Occupier will be responsible and liable for all costs of and associated with the erection, maintenance and operation of Telecommunication Devices that the particular Lotholder and/or Occupier may require including the costs of installing, laying and affixing any appropriate cables and connections from the Telecommunication Devices to the Lot.

**52. Signage Area**

The owner of the Signage Area from time to time:

- 52.1 shall have the exclusive name rights to the building constructed on the Community Parcel including any financial benefits derived from such, without fee, cost or compensation due or payable to the Corporation, other than valid Corporation Levies relevant to the Signage Area;
- 52.2 shall be entitled to place signage, advertising, branding, or the like on the Signage Area in view of the general public without the need to obtain consent of the Corporation;
- 52.3 may undertake work on the Signage Area when placing such signage, advertising, branding or the like on the Signage Area including accessing the Common Property to undertake such work without the need to obtain the consent of the Corporation; and
- 52.4 shall obtain at its own cost all necessary statutory approvals to place any such signage, advertising, branding or the like on the Signage Area and provide a copy of such statutory approvals to the Corporation at the request of the Corporation.

**53. Apportionment of Contributions**

- 53.1 The lifts, the Sky Deck and the cleaning of Common Areas are for the benefit and/or exclusive use of the owners, occupiers and guests of all Lots except any Retail Lots. Corporation contributions and levies in relation to such costs or any other costs attributable to or in respect of such facilities and other parts of the Common Property that are used or for use of for the benefit exclusively by the owners and occupiers of other Lots but not any Retail Lot shall not be imposed upon any owner or occupier of a Retail Lot and similarly Corporation contributions and levies in relation to costs attributable to or in respect of such facilities and parts of the Common Property that are used or for use of for the benefit exclusively by the owners and occupiers of Retail Lots but not other Lots shall not be imposed upon any owner or occupier of other Lots.
- 53.2 Corporation costs attributable to or in respect of facilities, services or parts of the Common Property that are used or for use of for the benefit exclusively by the owners and occupiers of some Lots but not used or for use of for the benefit exclusively of other Lots shall not be imposed or levied upon any owner or occupier of a Lot that does not have the exclusive benefit of or use of that particular facility, service or part of the Common Property.

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3 of 3 Fees: \$0.00

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OFFICE  
SOUTH AUSTRALIA

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FORM APPROVED BY THE REGISTRAR-GENERAL

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81 FLINDERS STREW  
CoLion to: ADELAIDE SA 500<sub>F</sub>O<sub>INL</sub>

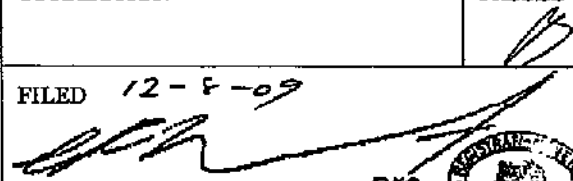
TITLES, CROWN LIASURES, DECLARATIONS ETC. LODGED WITH  
INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

1. ....
2. ....
3. ....
4. ....

DELIVERY INSTRUCTIONS (Agent to complete)  
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE  
UNDERMENTIONED AGENT(S)

ITEM	AGENT CODE
	FINL

PICK-UP NO.	
CP	

CORRECTION	PASSED
FILED 12-8-09  REGISTRAR-GENERAL	

420562/6 — brora on Pine