

STRATA PLAN 78122
BY-LAWS

AVANTI

88-90 GEORGE STREET
HORNSBY NSW 2077

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STRATA PLAN 78122

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By-law 1 – Noise

1.1 An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

By-law 2 – Repealed – refer special by-law no. 3

By-law 3 – Obstruction of common property

3.1 An owner or occupier of a lot must not obstruct the lawful use of common property by any person.

By-law 4 – Damage to lawns and plants on common property

4.1 An owner or occupier of a lot must not

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or

(b) use for his or her own purposes as a garden any portion of the common property.

By-law 5 – Damage to common property

5.1 An owner or occupier of a lot must not 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 approval in writing of the owners corporation.

5.2 An approval given by the owners corporation under by-law 5.1 cannot authorise any additions to the common property.

5.3 This by-law does not prevent an owner or person authorised by an owner from installing:

(a) any locking or other safety device for protection of the owner's lot against intruders, or

(b) any screen or other device to prevent entry of animals or insects on the lot, or

(c) any structure or device to prevent harm to children.

5.4 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner in accordance with all building and fire regulations and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

5.5 Despite section 62, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 5.3 that forms part of the common property and that services the lot.

By-law 6 – Behaviour of owners and occupiers

6.1 An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave, in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

By-law 7 – Children playing on common property in building

7.1 An owner, or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

By-law 8 – Behaviour of invitees

8.1 An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave, in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

By-law 9 – Depositing rubbish and other material on common property

9.1 An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

By-law 10 – Display of laundry items and other personal property

(a) Subject to clause 10(b), an owner or occupier of a lot must not hang any washing, towel, bedding, clothing or other article ("**personal articles**") on any part of the parcel, or on any pole or structure attached to the parcel, in such a way as to be visible from outside the building.

(b) An owner or occupier of a lot may hang personal articles on the balcony, terrace or courtyard of the lot providing that:

(i) the personal articles are hung on a stand or structure that is contained wholly within the balcony, terrace or courtyard of the lot and is not higher than the level of the top of the balustrade of the balcony or terrace; and

(ii) no personal article is draped over the balustrade of the balcony, terrace or courtyard.

(c) An owner or occupier of a lot must not erect, install or permit to stand any poles, lines or other structures on or over or projecting from the balcony, terrace or courtyard of a lot other than:

(i) poles or other structures erected or installed wholly within the balcony; and

(ii) the highest point of which must not be above the level of the top of the balustrade of the balcony, terrace or courtyard of the lot.

By-law 11 – Cleaning, windows and doors

11.1 An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

By-law 12 – Storage of inflammable liquids and other substances and materials

12.1 An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

12.2 This, by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or the material in a fuel tank of a motor vehicle or internal combustion engine.

By-law 13 – Moving furniture and other objects on or through the common property

13.1 An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the Executive Committee so as to enable the Executive Committee to arrange for its nominee to be present at the time when the owner or occupier does so.

By-law 14 – Floor coverings

14.1 An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the, peaceful enjoyment of the owner or occupier of another lot.

14.2 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory, bathroom (or any other area that is either parquetry or tiled at the time of the registration of the strata plan.

By-law 15 – Garbage removal

15.1 An owner or occupier of a lot:

(a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage,

(b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained,

(c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners, corporation and at a time at which garbage is normally collected,

(d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph 15.1 (a),

(e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and

(f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary, to clean the area within which that thing was spilled.

By-law 16 – Keeping of animals

16.1 An owner or occupier of a lot must not raise, breed or keep dogs, cats, birds, animals, livestock or poultry (collectively "Animals") on its lot without the prior written consent of the owners corporation which consent may be withdrawn in circumstances where the owners corporation reasonably considers the keeping of any such Animal may interfere with the quiet enjoyment of another lot by its owner or occupier.

16.2 A lot owner who, when first taking possession of its lot, has an animal which is a pet, may, with the prior written approval of Karimbla Properties Pty Limited or the owners corporation, keep that Animal on its lot but on its death, is not entitled to replace that animal unless consent has been obtained from the owners corporation in accordance with by-law 16.1.

16.3 Each lot owner and occupier is absolutely liable to each other lot owner and occupier and their respective guests and invitees, for any unreasonable nuisance, noise or injury to any person or damage to property caused by any Animal brought or kept upon the parcel by the lot owner or occupier or by its invitees.

16.4 Each lot owner and occupier is absolutely responsible to clean up after any Animal brought or kept upon the parcel by them or their invitees.

By-law 17 – Appearance of lot

17.1 The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible, from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building. This includes the illumination of a lot to a noticeably higher level than that which exists in the rest of the building.

17.2 Consistent with by-law 17.1, the owner or occupier of a lot must not mount or affix to any part of the common property or stand or permit to stand anywhere on the balcony of the lot a microwave antenna dish, television aerial or other like equipment that is visible from outside the lot.

By-law 18 – Notice board

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

By-law 19 – Change in use of lot to be notified

19.1 An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

By-law 20 – Provision of amenities or services

20.1 The proprietor and the occupier of a lot shall maintain the lot in a clean and tidy condition and free of vermin and, without limiting the generality of this by-law, shall clean the filters of any rangehood installed in the lot of grease, at least every three months.

20.2 For the purpose of inspecting the lot, the owners, corporation may by its agents, servants or contractors, enter the lot at any reasonable time, on notice given to any occupier of the lot

By-law 21 – Use of lifts

21.1 The proprietor or occupier of a lot shall not convey nor allow the conveyance in the lift of any push bike or surfboard or other object likely to damage or dirty the interior of the lift.

By-law 22 – Maintenance of building and common property

22.1 – Repealed.

22.2 Before performing or appointing any person to perform any inspection of the common property, the owners corporation will, at meeting convened by the executive committee for which 28 days notice has been given obtain a special resolution confirming that the inspection is in the best interests of owners as a whole. Any proxy instrument exercised must expressly state that the proxy is authorised to vote on a matter under this by-law 22.2.

By-law 23 – Pool

23.1 In this by-law "the pool" refers to the pool, the spa, the sauna and the pool area, within the parcel.

23.2 The proprietor or occupier of a lot shall not use nor allow the use of the pool between 10pm and 6am.

23.3 The proprietor or occupier of a lot shall not allow the use of the pool by his invitees except when accompanied by the proprietor or occupier.

23.4 An owner or occupier of a lot must ensure that an adult exercising effective control accompanies any children who are in their care when the children are in the pool.

23.5 The owners corporation may make rules regarding the pool.

23.6 The proprietor or occupier of a lot shall not do any of the following, nor allow them to be done, in the pool:

- (a) smoking, eating or drinking,
- (b) consuming alcohol,
- (c) using bottles or glass,
- (d) running, jumping or diving,
- (e) using balls, boogie boards or large inflated objects,
- (f) using soap, bubble bath, or shampoo,
- (g) be inadequately clothed, and
- (h) nude bathing.

23.7 The owners corporation must not and must not allow its agents, servants or contractors or any other person to amend, vary or tamper with the mechanical ventilation and temperature control equipment in respect of the pool ("Pool Plant") other than in accordance with any operating manual or other instructional material provided to the owners corporation by the original owner. The owner's corporation acknowledges that if it breaches this by law:

- (a) any warranties or guarantees given by the manufacturer, builder, installer or maker of the Pool Plant may be rendered void; and
- (b) the original owner will not be liable for any damage (whether to person or property), loss, claim, cost or other liability sustained by the owner's corporation or any other person arising from the Pool Plant being amended, varied or tampered with contrary to any operating manual or other instructional material provided to the owners corporation by the original owner.

23.8 The owner or occupier of a lot may engage the services of a swimming or other instructor to attend at the pool to provide services to that owner or occupier in the pool provided that the owner or occupier's use of the pool with that instructor does not prevent other owners and occupiers from freely using the pool.

23.9 For the avoidance of doubt, an owner, occupier or swimming or other instructor must not:

- (a) close off any area of the pool for the purposes of instruction or training;
- (b) conduct any business of swimming or aerobic training or instruction from the pool or the pool area.

By-law 24 – Air conditioning

24.1 The proprietor of a lot shall maintain any air-conditioning facilities or equipment that are within the lot and do not form part of the common property, in a state of good and serviceable repair, and for this purpose shall renew or replace them whenever necessary.

24.2 Without limiting the generality of this by-law, the proprietor shall have any such facilities or equipment regularly serviced by a duly qualified contractor, and the filters of any such facilities or equipment cleaned every 6 months.

24.3 The proprietor of a lot whose air-conditioning facilities or equipment are not within their lot but have been erected on the common property prior to the registration of the Strata Plan or subsequent appurtenant stage strata plan(s) may have the right of exclusive use and enjoyment of that part of the common property necessary for the purpose of erecting and maintaining air conditioning facilities or equipment for the proprietor's lot and for that purpose, those proprietors may pass pipes, wires or other items through common properly walls and floors in order to facilitate the operation of the air conditioning facilities or equipment for the proprietor's lot

24.4 Without limiting by law 24.1 or 24.2, in respect of the air conditioning facilities and equipment under by-law 24.3, the relevant proprietor shall be responsible for:

- (a) proper maintenance and keeping it in a state of good and serviceable repair,
- (b) installation and removal,
- (c) replacement at reasonable intervals or as necessary,
- (d) insurance for property damage, and public liability,
- (e) making good any damage to the common property caused by related items such as pipes, wires, bolts or screws, and
- (f) electricity expenses of operation and all other expenses arising directly or indirectly therefrom.

By-law 25 – Facilities

Any registered proprietor of a lot who is not an occupier of a lot shall not be entitled to use any of the facilities of the owners corporation.

By-law 26 – Repealed -refer special by-law no. 6

By-law 27 – Consent to use

27.1 The registered proprietor or occupier of any of the retail or commercial lot may use that lot for any lawful use without the prior consent of the owners corporation provided that all relevant statutory approvals have been obtained.

27.2 The owners corporation must promptly execute and deliver all documents that are reasonably required by a registered proprietor or occupier to give full effect to this by-law 27.

By-law 28 – Caretaker

28.1 The owners corporation, may engage a person (the 'caretaker') to have responsibility in relation to the control, management and administration of the common property.

28.2 Any agreement with a caretaker ('caretaker agreement') may include terms relating to the following:

- (a) caretaking, supervising and servicing the common property to a standard consistent with use of lots in the scheme as high class residential apartments,
- (b) supervising the cleaning, repair, maintenance, renewal or replacement of common property and any personal property vested in the owners corporation,
- (c) providing services to the owners corporation; owners and occupiers including without limitation, the services of a handy person, room cleaning and servicing, food and nonalcoholic drink service,

- (d) providing a letting, property management and sales service,
- (e) supervising owners corporation employees and contractors,
- (f) providing cleaning, pool cleaning and gardening services to the owners corporation,
- (g) supervising the strata scheme generally,
- (h) anything else reasonably necessary (including granting any consent, entering into, any agreement or executing any document) to assist the caretaker perform its duties and exercise its powers in relation to the control, management and administration of the common property.

28.3 The owners corporation may provide, any consent necessary to, or requested by, the caretaker, including:

- (a) any consent necessary to enable the caretaker to perform the duties described in the caretaker agreement
- (b) consent to the caretaker erecting signs in or about the common property for the purpose of promoting the letting, property management and sales service of the caretaker,
- (c) consent to the mortgage or other encumbrance of the caretaker's rights and obligations under the caretaker agreement whether required by:
 - (i) the caretaker, or
 - (ii) the caretaker's financier, or
- (d) consent to deferring termination of the caretaker agreement until the caretaker or its financier has had the opportunity to remedy the relevant default

28.4 The owners corporation may:

- (a) grant any consent given under by-law 28.3 with, such conditions as are reasonably requested by the caretaker,
- (b) execute any deed or other document necessary to give effect to a consent granted under by-law 28.3,
- (c) agree to vary the caretaker agreement with the written consent of the caretaker,
- (d) pay the caretaker the remuneration, fees and other consideration specified in the caretaker agreement,
- (e) acknowledge that any caretaker or its financier is relying upon the owners corporations consent,
- (f) grant the caretaker an exclusive right of use and enjoyment, or special privileges in respect of, the whole or a specified part of the common property ('caretaker's area'), provided that:
 - (i) the caretaker's area is the area specified in a plan:
 - (A) attached to these, by-laws,
 - (B) attached to the caretaker agreement, or
 - (C) executed on behalf of either the owners corporation or executive committee and the caretaker,
 - (ii) the caretaker is responsible, for the maintenance and upkeep of the caretaker's area at its own cost

(iii) the owners corporation will pay operating costs in relation to the caretaker area, and

(iv) this by-law 28.4(f) may only be varied or repealed with the prior written consent of the caretaker, and

(g) do anything else reasonably necessary (including granting any consent, entering into, any agreement or executing any document) to assist the caretaker perform its duties, and exercise its powers in relation to the control, management and administration of the common property.

28.5 The owners corporation may not, without the prior written consent of any current caretaker:

(a) enter into more than 1 caretaker agreement, or

(b) vary or repeal this by-law.

28.6 The owner or occupier of a lot must not.

(a) interfere with or obstruct the caretaker from performing the caretaker's duties under the agreement referred to in this by-law 28, or

(b) interfere with or obstruct the caretaker from using any part of the common property designated by the owners corporation for use by the caretaker.

By-law 29 – Letting businesses

29.1 The owner or occupier of each lot (except a lot owned by the caretaker) must not on any lot or the common property, except with the written consent of the caretaker (or if there is no caretaker then the owners corporation), conduct or participate in the conduct of:

(a) the business of a letting agent, or

(b) the business of a pooled rent agency, or

(c) the business of on site Caretaker, or

(d) any other business activity that is either:

(i) an activity identical or substantially identical with any of the services relating to management, control and administration of the parcel referred to in by-law 28 and/or agreement, and/or

(ii) an activity identical or substantially identical with any of the services provided owners and occupiers of lots referred to in by-law 28 and/or any agreement and/or

(iii) an activity identical or substantially identical with any of the services relating to the letting of Lots referred to in by-law 28 and/or any agreement.

29.2 The owners corporation must not, without the written consent of the Caretaker, vary or revoke this by-law 29.

By-law 30 – Storeroom

30.1 Karimbla Properties Pty Ltd ABN 15 101 852 019 shall have the following rights in respect of the common property storeroom on level 4 as indicated on the strata plan (the "Storeroom") for a period of 3 years from the date of registration of the strata plan:

(a) a right of exclusive use and enjoyment of the Storeroom, and

(b) the right to store materials necessary for maintenance works to the common property and units within the building in the Storeroom

30.2 Karimbla Properties Pty Ltd is responsible for the maintenance and upkeep of the Storeroom.

By-law 31 – Access key

31.1 If the owners corporation restricts access to parts of the common property, the owners corporation may give an owner or occupier of a lot an "access key". The owners corporation may charge an owner of a lot a (\$50) bond for extra or replacement access keys. This bond is refunded to the owner on return of the access key.

31.2 The owner or occupier of a lot must:

- (a) take all reasonable steps not to lose access keys,
- (b) return all access keys to the owners corporation if they are not needed or if any occupier of a lot vacates the building,
- (c) notify the strata manager immediately if an access key is lost.

31.3 An owner of a lot that leases or licenses their lot must notify the owners corporation in writing of the name or names of the occupiers of the lot to whom an access key has been issued and must include a requirement in the lease or licence that the occupier of the lot must return the access keys to the owners corporation when they move out of the building.

31.4 An owner or occupier of a lot must not:

- (a) copy an access key
- (b) give access keys

31.5 Access keys belong to the owners corporation.

By-law 32 – Balconies

32.1 An owner or occupier may keep planter boxes, pot plants, occasional furniture and outdoor recreational equipment on the balcony or terrace of their lot, but only if:

- (a) it will not cause damage, or is not likely to cause damage, or
- (b) it is not dangerous, a nuisance or a hazard.

32.2 The owners corporation may require an owner or occupier, at its expense, to remove items from the balcony or terrace if the appearance of the lot is not keeping with the rest of the building.

32.3 If there are planter boxes on within a terrace or balcony of a lot, the owner or occupier must:

- (a) properly maintain the soil and plants in the planter boxes, and
- (b) when watering the plants or planter box, make sure that no water enters common property or another lot.

By-law 33 – Enclosed balconies

33.1 The owner or occupier of a lot must not, without the consent of the owners corporation, place any curtains, vertical blinds, or adhesive tinting on any enclosed balcony within the lot.

By-law 34 – Building safety

34.1 A registered owner or an occupier of a lot must not do or permit anything which may prejudice the security or safety of the building and, in particular must ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use.

By-law 35 – Repealed – refer special by-law no. 8

By-law 36 – Government charges

36.1 Should any Government authority impair any rate, tax, charge or levy on the collection of commercial or retail waste, the owners and/or occupiers of the commercial and retail lots shall be responsible for the payment of such contributions.

By-law 37 – Interpretation

37.1 In these by-laws:

- (a) a singular word includes the plural and vice versa,
- (b) a word which suggests one gender includes the other genders, and
- (c) if a word is defined, another part of speech has a corresponding meaning.

37.2 Where the law requires any by-law to be included in these by-laws, it is included to the extent necessary to comply with that law.

37.3 To the extent that any by-law is inconsistent with any law it is invalid.

By-law 38 – Repealed

By-law 39 – Maintenance contracts

39.1 The owners corporation is responsible for the maintenance of the building, including the common property and it must enter into maintenance and service contracts relating to the maintenance of the building ("service contracts") with specialist consultants or contractors.

39.2 Without limiting by law 39.1, the owners corporation must maintain at all times current service contracts in respect of:

- (a) mechanical ventilation;
- (b) air conditioning;
- (c) hydraulics;
- (d) lifts;
- (e) fire safety services; and
- (f) essential services

in the building.

39.3 The owners corporation must ensure that the building is regularly inspected, serviced and repaired by specialist consultants or contractors, under service contracts, at intervals considered necessary or prudent by those specialists.

39.4 For a period of 7 years from the date the Strata Scheme is established, the Owners Corporation must upon request by Karimbla Construction Services Pty Ltd ("Builder") or Karimbla Properties Pty Ltd ("the Developer"):

- (a) provide copies of the service contracts;

(b) provide evidence of the payments made by the owners corporation to the specialist consultants or contractors, under the service contracts; and

(c) provide evidence of compliance by the owners corporation of by law 39.3;

39.5 For a period of 7 years from the date the Strata Scheme is established, the owners corporation must

(a) keep the Builder promptly informed of any defects in the building; and

(b) not engage any consultant or contractor to investigate or undertake any rectification of defective building work within the building unless the owners corporation has first provided details of the defects to the Builder and requested the Builder to rectify the defects, and the Builder has refused or failed to rectify the same within a reasonable time.

By-law 40 – Overcrowding

40.1 An owner of a lot must not and an occupier of a lot must not, allow the number of persons who sleep overnight in the lot to exceed the number obtained in accordance with the following formula

$$M = 2 \times B$$

Where:

M is the maximum number of people permitted to sleep overnight in the lot inclusive of the owner of a lot or occupier of a lot (as the case maybe); and

B is the number of bedrooms in the lot

40.2 An owner of a lot must include in any lease or licence or other document which grants rights of occupation to the lot ("tenancy agreement"), a clause in the tenancy agreement which has the effect of this by-law.

40.3 By-law 40.1 does not apply to an owner of a lot who actually occupies the lot and the owner's immediate family, being the owner's partner and children.

By-law 41 – Security

The owners corporation must engage security personnel to patrol and keep secure the common property outside the usual business hours of the caretaker appointed under by-law 28.

By-law 42 – Annual certification

At each Annual General Meeting the Owners Corporation shall vote, to confirm the engagement of a suitably qualified contractor(s) to undertake:

1. fire protection maintenance and annual certification;
2. lift maintenance and annual certification;
3. air-conditioning maintenance and annual certification.

By-law 43 – Level 5 shops and kitchen exhausts

43.1 The owner of a shop in the building or the lessee or occupier of such a shop must at the time of installation or as directed by Council for any individual mechanical exhaust system that exhausts objectionable discharge >1000L/s, supply and install at that person's own expense, an approved grease and odour arrestor to reduce the concentration of contaminants as required in AS1668.2.

By-law 44 – Level 5 terrace area

44.1 Notwithstanding by law 32, the owner or occupier of a shop in the building with a terrace area:

- (a) must be responsible for keeping the terrace area clean and tidy; and
- (b) must not, without the consent of the owners corporation, place any items in the terrace area.

Special by-law no. 1 – Not utilised

Special by-law no. 2 – Authorisation of building works in lot 133

(1) Grant of Special Privilege and Exclusive Use Rights

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the "**Owner**") of Lot 133 in Strata Plan 78478, being a subsidiary strata plan within Strata Plan 78122, (the "**Lot**") shall have a special privilege in respect of the common property to carry out building works in the Lot and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

- (a) the construction and maintenance of three toilets within the Lot and connection of same to the common property services;
- (b) installation of a new timber door in the north facing wall;
- (c) relocation of the ventilation ducting from Building 1 to Building 2 to service the Lot and connection of same to the common property ventilation ducting where required;
- (d) removal of ceiling tiles in suspended ceiling and replacement with a solid Gyprock suspended ceiling;
- (e) making good all waterproof membrane affected by the above works,

as depicted in the plans drawn by Gus Fares Architects dated 15/4/07 with all amendments up to 17/10/2008 tabled at the general meeting of the owners corporation at which this by-law is adopted and appended to the minutes of that meeting ("**Plans**"), all of which building works are referred to in this by-law as the "**Works**".

(2) Conditions

(a) Prior to Undertaking Works

Prior to undertaking Works the Owner must obtain and provide to the owners corporation:

(i) the certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the owners corporation for:

A. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$5,000,000;

B. any insurance required in respect of the Works under Section 92 of the Home Building Act 1989; and

C. workers' compensation in accordance with applicable legislation;

(ii) any required approval of Hornsby Shire Council for the performance of works including, without limitation, a construction certificate in respect of the Works;

(iii) the opinion of a structural engineer (reasonably acceptable to the Owners Corporation) to the effect that if the Works are carried out in a good and workmanlike manner substantially in accordance with the Plans, the Works will not adversely affect the structural integrity of the building or any part thereof.

(b) Performance of Works

In carrying out the Works, the Owner (which in this clause includes any contractor involved in the performance of the Works on behalf of the Owner) must:

(i) ensure that the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the Building Code of Australia and relevant Australian Standards in such a way as to minimize disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;

(ii) carry out the Works substantially in accordance with the Plans and as approved by the Hornsby Shire Council.

(iii) not materially amend or vary the Plans without the approval in writing of the Owners Corporation and, if required, Hornsby Shire Council;

(iv) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works;

(v) transport all construction material, equipment, debris and other materials associated with the Work over common property in the manner reasonably directed by the owners corporation;

(vi) keep all areas of the building outside the Lot affected by the Works clean and tidy throughout the performance of the Works are performed wholly within the Lot and remove all debris from the building resulting from the Works as soon as practicable;

(vii) only perform the Works at the times provided for in the consent conditions of Hornsby Shire Council

(viii) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner otherwise than as approved in this by-law;

(ix) make good any damage caused by the Owner on the performance of the Works within a reasonable period after that damage occurs.

(3) Liability, Indemnity and Other Obligations

(a) The Owner is liable for any damage caused to any part of the common property as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.

(b) The Owner must indemnify the owners corporation against any loss or damage, cost, charge or expense incurred or sustained by the owners corporation as a result of or arising out of the Works or the performance thereof.

(c) The Owner must, at the cost of the Owner, maintain the alterations and additions installed in the course of the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

(4) Costs

(a) The Works must be undertaken at the cost of the Owner.

(b) The Owner must pay the reasonable costs of the owners corporation in preparing, making and registering this by-law.

(5) Right to Remedy Default

If the Owner fails to comply with any obligations under this by-law, then the owners corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the Lot to carry out the work;
- (c) recover the costs of carrying out that work from the owner and the Owner shall indemnify the owners corporation against any legal action or liability flowing from the action of the owners corporation pursuant to this clause.

Special by-law no. 3 – Car parking and car park access

1. Parking on common property

- (a) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property including, without limitation, the visitor parking.
- (b) An owner or occupier of a lot must not permit any visitor to that owner or occupier to park or stand any motor or other vehicle on common property other than in the areas marked as visitor parking and then for a maximum period of three continuous days.
- (c) An owner or occupier of a lot must use the carwash bays on Level 4 only for cleaning a vehicle and not for any other purpose and must remove the vehicle from the carwash bay immediately after finishing cleaning it.
- (d) An owner or occupier of a lot must not park or stand any motor or other vehicle in the car space of another lot owner or occupier, or permit any visitor to do so, without the prior permission of that other owner or occupier.
- (e) For the avoidance of doubt, persons living in a residential lot or working in a commercial or retail lot in the strata scheme who are neither the owner or lessee of that lot are nevertheless in lawful occupation of the lot and are, accordingly, occupiers of that lot and, as such, are bound by the provisions of these bylaws as occupiers.

2. Action by Executive Committee

The owners corporation may by resolution of its executive committee and for the purpose of the control, management, administration, use and/or enjoyment of the common property including, without limitation, any areas set aside as visitor parking:

- (a) install signage on the common property in or about the car parking areas of the parcel advising of the effect of this by-law including, without limitation, that infringement of this by-law may result in de-activation of the car park access key;
- (b) install signage on the common property regulating the ingress and egress of motor or other vehicles to and from the buildings in the strata scheme;
- (c) take such further action consistent with this by-law as is reasonable and necessary in order to regulate or restrict the parking or standing of motor or other vehicles on common property.

3. Access over Common Property

- (a) An owner or occupier of a lot must not, and must not permit a visitor to, use the vehicular access gate fronting onto Hunter Lane to gain general pedestrian access to the buildings in the strata scheme.

(b) Pedestrians must access the buildings in the strata scheme via the main foyer entrances in George and Burdett Streets and by the pedestrian access gateways in Hunter Lane and Burdett Street.

(c) In addition to by-law 31 regulating access keys, an owner or occupier of a lot must keep the security key, swipe card or other access device provided by the owners corporation to that owner or occupier to access the car parking areas ("**car park access key**") safe and secure by, among other things:

(i) not giving the car park access key to any other person;

(ii) ensuring that no duplicate of the car park access key is made;

(iii) not disposing of the car park access key otherwise than by delivering it to the building manager or to the purchaser or lessee of the lot or as otherwise instructed by the executive committee or strata managing agent; and

(iv) notifying the building manager or the strata managing agent immediately if a car park access key is lost.

(d) The building manager must maintain a register of all car park access keys listing the name of the owner or occupier of the lot, the lot number, an address for service of notices if different from the lot number, the identifying mark or number of the car park access key, the make, model and registration number of the vehicle and the date on which the car park access key is given to the owner or occupier,

(e) Every owner and occupier of a lot must advise the building manager of the details set out in the previous paragraph within ten (10) business days after taking up residence in the strata scheme to enable the building manager to enter those details in the car parking register.

(f) The building manager, strata managing agent or other representative of the owners corporation must not give any car park access key to any person who is not an owner or occupier of a lot unless otherwise authorised by a resolution of the executive committee,

(g) The executive committee may require a security deposit not exceeding \$100 for each car park access key to be paid by the owner or occupier of a Lot before providing the car park access key. 70% of the security deposit will be refunded to the owner or occupier upon return of the car park access key to the building manager, strata managing agent or other applicable representative of the owners corporation. There will be no refund for damaged cards.

4. Compliance with this by-law

(a) Every owner and occupier of a lot in the strata scheme must comply, and ensure that their visitors comply, in all respects with this by-law.

(b) The building manager is authorised to place a warning notice on or about the windscreen of any motor or other vehicle parked or standing on the common property in contravention of this by-law or of any resolution of the executive committee under this bylaw.

(c) If an owner or occupier of a lot in the strata scheme parks or stands a vehicle on common property in breach of this by-law after being given a warning notice by the building manager, that owner or occupier's car park access key may be deactivated without further reference to that owner or occupier.

(d) If the car park access key of an owner or occupier is deactivated, the security deposit for that car park access key will be forfeited to the owners corporation and that owner or occupier will not be entitled to have the car park access key reactivated without paying a further security deposit in accordance with this by-law.

5. Conflict with By-law 31

- (a) This by-law shall be interpreted in conjunction with and not in derogation of by-law 31.
- (b) If there is any inconsistency between this by-law and by-law 31, this by-law shall prevail to the extent of that inconsistency.

Special by-law no. 4 – Not utilised

Special by-law no. 5 – Not utilised

Special by-law no. 6 – Commercial signs

1. On the conditions set out in this by-law the owner for the time being the ("**Owner**") of any lot comprising a shop facing onto George Street, Burdett Street and/or Hunter Lane (each of which is defined in this by law as the "**Lot**") shall be entitled to install and keep signage on or adjacent to the Lot provided that:

- (a) one sign may be suspended under the awning in front of the Lot;
- (b) one sign, which may be in addition to the above sign, may be installed in the place of the glass panel above the external entry doorway to the Lot;
- (c) the signage may be illuminated and must advertise the name and/or a description of the business conducted in the Lot to which the signage relates, and only that business;
- (d) the signage must be made of high quality materials reasonably acceptable to the executive committee;
- (e) the style, finish and colour of the signage must, in the reasonable opinion of the executive committee, have an appearance after installation in keeping with the external style and theme of the strata scheme.

2. Conditions

(a) Prior to Installing Signage

(i) Prior to installing signage, each Owner must:

- A. provide a description of the signage and a copy of any applicable specifications, plans and drawings for the signage to the executive committee;
- B. satisfy the executive committee (acting reasonably) that, so far as is reasonably practicable, the materials, in the signage will be of high quality and that the finish of the signage be in keeping with the external style and theme of the strata scheme;
- C. provide to the executive committee the written consent of the Owner to complying with and being bound by the provisions of this by-law; and

on the basis of the foregoing, obtain the consent of the executive committee (acting reasonably) to the signage being installed.

(ii) Prior to installing the signage the Owner must obtain and provide to the executive committee any required approval of Hornsby Council for the installation of the signage.

(b) Installation of Signage

In installing the sign age, the Owner must ensure as far as is practicable that:

- (i) the installation of the signage is carried out in a good and workmanlike manner by licensed contractors in compliance with any relevant provisions of the Building Code of Australia;

(ii) the signage is installed substantially in accordance with the specifications, description, plan or drawing submitted to the executive committee for approval in accordance with paragraph (2)(a)(i)A of this by-law;

(iii) reasonable precautions are taken to protect areas outside the Lot from damage by the installation of the signage;

(iv) all construction materials, equipment, debris and other material associated with the installation of the signage are transported across common property in the manner reasonably directed by the executive committee; and

(v) the installation of the signage does not interfere with or damage the common property or interfere with or damage the property of any lot owner otherwise than as approved in this by-law and, in the event of any damage being caused, the Owner must take all such steps as are necessary to rectify that damage within a reasonable time after it has occurred.

(c) Completion of Installation of the Signage

On completion of the installation of the signage the relevant Owner must

(i) ensure that the contractor installing the signage removes from the strata scheme all debris resulting from or associated with the installation of the signage as soon as practicable;

(ii) if the approval of Hornsby Council is required in order to install the signage, provide the executive committee with a copy of a certificate from Hornsby Council certifying that the installation of the signage complies with any conditions of any requisite approval of Hornsby Council.

3. Existing Signage

For the avoidance of doubt, the owner of a lot in which signage is already installed at the date of the adoption of this by-law is granted under this by-law, pursuant to section 52 of the *Strata Schemes Management Act 1996*, a special privilege and exclusive use right to install the signage and keep the signage installed subject to:

(a) providing to the executive committee the written consent of that owner to this by-law and, in particular, to complying with and being bound by clause (4) of this by-law as if that owner were an Owner; and

(b) complying with the provisions of this by-law other than those contained in clause (2).

4. Other Rights and Obligations

(a) Each Owner is liable for, and must indemnify the owners corporation against, any damage caused to any part of the common property as a result of the installation of the signage in respect of that Owner's Lot.

(b) The installation of the signage must be undertaken at the cost of the Owner of the relevant Lot

(c) Each Owner is responsible for, and must bear and pay all the costs of, the proper maintenance of the signage installed in respect of that Owner's Lot and must keep that signage in a state of good and serviceable repair and must renew or replace that signage whenever it becomes worn out, damaged or defaced.

5. Removal of Unauthorised Signage

The owners corporation may remove any signage installed in or about the common property in breach of this by-law.

Special by-law no. 7 – Smoking

(1) The owner or occupier of a lot must not, and must procure that every visitor or visitors to their lot does not, smoke anywhere on common property including, without limitation, in the car parking areas, lobbies, fire stairs, pedestrian access ways and driveway ramps.

(2) The owner or occupier of a lot must not, and must procure that every visitor or visitors to their lot does not, deposit cigarette butts or other refuse anywhere on common property other than in a designated garbage receptacle.

(3) The owner or occupier of a lot must not, and must procure that every visitor or visitors to their lot does not:

(a) throw cigarette butts, cigarette ash or any other refuse from, or allow any such item to fall from, the balcony of the lot;

(b) smoke on the balcony of, or elsewhere in, the lot in such a way that cigarette smoke is dispersed beyond the limits of the lot.

Special by-law no. 8 – Commercial waste

35.1 The owners and occupiers of commercial and retail lots must ensure that all garbage and other refuse emanating from their respective lots is deposited in the commercial garbage bins provided for their use.

35.2 The owners and occupiers of retail lots must access the commercial garbage room as follows:

(a) for retail lots fronting onto Burdett Street and Hunter Lane, via the Hunter Lane pedestrian gateway or the pedestrian access way off Burdett Street adjacent to lot 133 (Shop 514); and

(b) for retail lots fronting onto George Street, via George Street and the access way on the northern side of the building and the Hunter Lane pedestrian gateway,

and not via the internal foyers and corridors of the building.

35.3 The owners and occupiers of all commercial and retail lots must ensure that all cardboard boxes are flattened before being deposited in the relevant garbage receptacle.

35.4 The owners and occupiers of all commercial and retail lots must deposit all cardboard (suitably flattened) in the garbage receptacle designated for the disposal of cardboard and must deposit all other waste in the receptacle designated for the disposal of that waste.

Special by-law no. 9 – Electronic delivery of notices

A document or notice may be served by the Owners Corporation, its secretary or executive committee on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address. A notice or document served on an owner by email in accordance with this by-law is deemed to have been served when transmitted by the sender providing that the sender does not receive an electronic notification of unsuccessful transmission (i.e. "bounce back" or "undeliverable") within 24 hours.

Special by-law no. 10 – Works (lot 147)

1. Introduction

This by-law gives the owner of lot 147 special privileges to carry out and retain works on the lot and common property and exclusive use and enjoyment of the common property occupied by the works on certain conditions.

2. Definitions

In this by-law:

"**lot**" means lot 147 in Strata Plan No. 78122,

"**owner**" means the owner for the time being of the lot (being the current owner and all successors),

"**specifications - ceiling light**" means the specifications provided by Henry Schein Dental titled SingLED Light Ceiling Mounted attached to this by-law,

"**specifications - dental chair**" means the specifications provided by Henry Schein Dental titled Universal dental chair attached to this by-law, and

"**works**" means the alterations and additions to the lot and the adjacent common property generally being:

- Installation of an examination chair using 4 off 8mm bolts installed 40mm within the floor slab in accordance with the specifications - dental chair,
- Installation of procedure light fittings using 3 off 8mm bolts installed 40mm within soffit in accordance with the specifications - ceiling light, and
- Installation of OPG machine using 2 off 8mm bolts installed within the floor slab and a further 2 off 8mm bolts installed 40mm within the wall.

3. Works Authorisation, Special Privileges & Exclusive Use Rights

The owners corporation:

(a) authorises the works,

(b) confers on the owner special privileges in respect of the common property to be occupied by the works to permit the works to remain on that common property, and

(c) grants the owner a right of exclusive use and enjoyment of the common property to be occupied by the works,

upon and subject to the conditions set out in this by-law.

4. The Conditions

4.1. Before the Works

(a) Planning Approvals

Before commencing the works, the owner must, if required by law, obtain a complying development certificate, or development consent for the works from the Local Council, under the *Environmental Planning and Assessment Act 1979* and give the owners corporation a complete copy of the certificate or consent including all conditions of consent.

(b) Insurance Certificates

Before commencing the works, the owner must give the owners corporation a copy of a certificate of currency for the all-risk insurance policy of the contractor to be engaged on the works which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim and note the interests of the owners corporation.

(c) Costs of this By-Law

Before commencing the works, the owner must pay all of the costs of the owners corporation incurred in connection with the preparation, reviewing, passing and registration of this by-law. The owners corporation may refuse to execute any document relating to the registration of this by-law until such time as those costs are paid by the owner.

4.2. During the Works

(a) Quality of the Works

The works must be carried out in a proper and workmanlike manner utilising only first quality materials which are good and suitable for the purpose for which they are used.

(b) Licensed Contractors

All contractors engaged on the works must be appropriately qualified and licensed under the *Home Building Act 1989*.

(c) Specifications for the Works

The owner must ensure that the works are carried out and completed in accordance with the plans and specifications for them. In all other respects but subject to any statutes, by-laws, regulations, rules or other laws to the contrary, the works must comply with the Building Code of Australia and any applicable Australian Standard. In the event that there is a conflict the Building Code of Australia shall be applied.

(d) Time for Completion of the Works

The owner must ensure that the works are done with due diligence and within a reasonable time from the date of commencement.

(e) Work Hours

The owner must ensure that the works are only carried out between the hours permitted by the Local Council or, if the Council does not prescribe any work times, between 8.00am - 5.00pm on Monday - Friday.

(f) Noise and Disturbance

The owner must ensure that minimum disturbance is caused to the common property during the works and that the works do not generate any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

(g) Location of the Works

The works must be installed entirely on the lot and the common property adjacent to that lot and must not encroach upon any other part of the common property or any other lot.

(h) Transportation of Construction Equipment

The owner must ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation.

(i) Debris

The owner must ensure that any debris associated with the works is removed daily and strictly in accordance with any reasonable directions given by the owners corporation.

(j) Protection of Building

The owner must protect the common property that is affected by the works from damage, dirt, dust and debris and ensure that any such common property, especially the floors and walls leading to the lot, is protected from damage when construction materials, equipment and debris are transported over it.

(k) Daily Cleaning

The owner must clean any part of the common property affected by the works on a daily basis and keep all of that common property clean, neat and tidy during the works.

(l) Storage of Building Materials on Common Areas

The owner must make sure that no building materials are stored on the common property.

(m) Times for Operation of Noisy Equipment

The owner must make sure that at least 24 hours prior notice is given to the owners corporation before using any percussion tools and noisy equipment such as jack hammers or tile cutters by placing a notice on or in a conspicuous place near the entrance door to the building.

(n) Cost of the works

The owner must pay all costs associated with the works.

4.3. After the Works

(a) Completion Notice

As soon as practicable after completion of the works, the owner must notify the owners corporation in writing that the works have been completed.

(b) Restoration of Common Property

As soon as practicable after completion of the works, the owner must restore all other parts of the common property affected by the works as nearly as possible to the state they were in immediately before the works.

4.4. Enduring Obligations

(a) Maintenance of the Works

The owner must, at the owner's own cost, properly maintain the works and keep them in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in the works.

(b) Maintenance of the Common Property

The owner must, at the owner's own cost, properly maintain the common property occupied by the works and keep that common property in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in that common property.

(c) Repair of Damage

The owner must, at the owner's own cost, make good any damage to the common property or another lot caused as a result of the works no matter when such damage may become evident.

(d) Appearance of the Works

Except to the extent that this by-law may otherwise provide, the works must have an appearance which is in keeping with the appearance of the rest of the building.

(e) Connection of Utilities

In the event that electricity, water or any other service is connected to the works and the existing service to the lot is separately metered and charged to the account of the owner then the owner must ensure that the new service is installed so as to also be separately metered and charged to the account of the owner.

(f) Indemnity

The owner will indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the works, the altered state, condition or use of the common property arising from the works or any breach of this by-law.

(g) Compliance with all Laws

The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the works.

5. Breach of this By-Law

(a) If the owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:

(i) rectify that breach,

(ii) enter on any part of the strata scheme including the lot, by its agents, employees or contractors, in accordance with the *Strata Schemes Management Act 1996* for the purpose of rectifying that breach, and

(iii) recover as a debt due from the owner the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs.

(b) Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

Specifications – Dental



Pre-Installation, equipment requirement guide

Information for
Designer, Builder
Mechanical Services
& Information Technology

PLANMECA

Universal Dental Chair

Preamble

Dental Chairs within the treatment room are positioned precisely. The patients head must be placed where the dentist and his assistant can work and move comfortably around the patient.

The position of the dental chair must also allow for ancillary equipment such as x-rays to be moved into treatment positions.

Locating the mechanical services connection at the right position is a critical for correct function of the room.

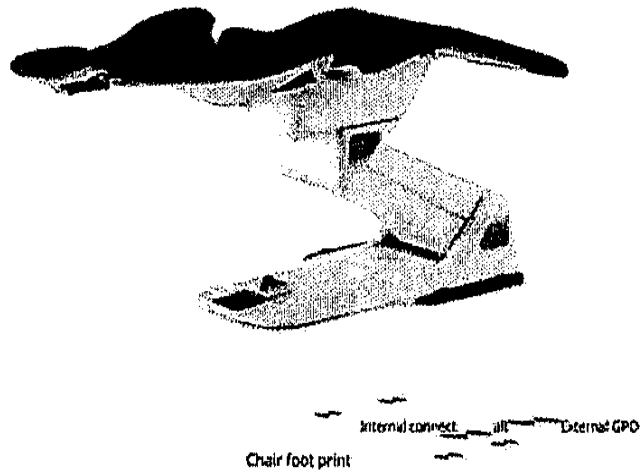


Diagram 1. A Planmeca dental chair, showing the fixing points for the chair base and the centre of the approximate 50x75mm opening in the base for electrical connection alternatively a GPO can be placed in front of the chair.

Mechanical Services Overview



Important Note: Electrically Body Protected Zone
 Dental units are installed in 'Patient Protected Areas' and as such wiring must comply with AS3003. Compliant electrical installations are the responsibility of site electrician. HSH can provide some general lay information if needed.

For internal hard wired connection

Power 240V AC 1 phase 15 amp 50/60 Hz (single phase) 100% duty cycle 100% load

Alternative for external flex cable connection - to GPO

Power 240V AC 1 phase 15 amp 50/60 Hz (single phase) 100% duty cycle 100% load

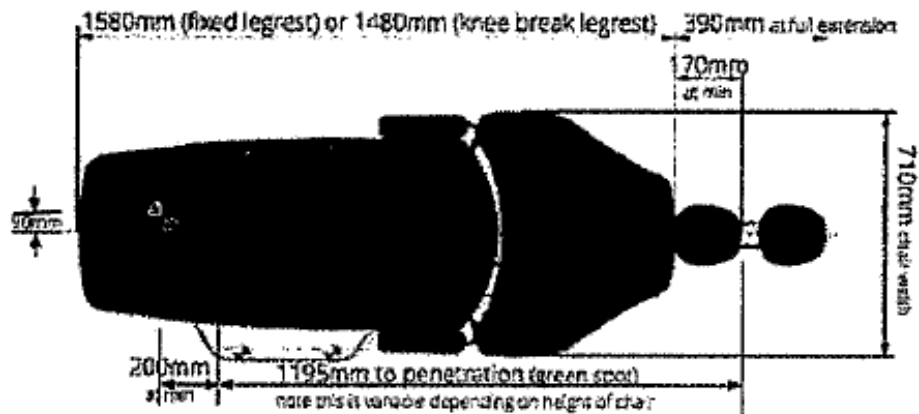
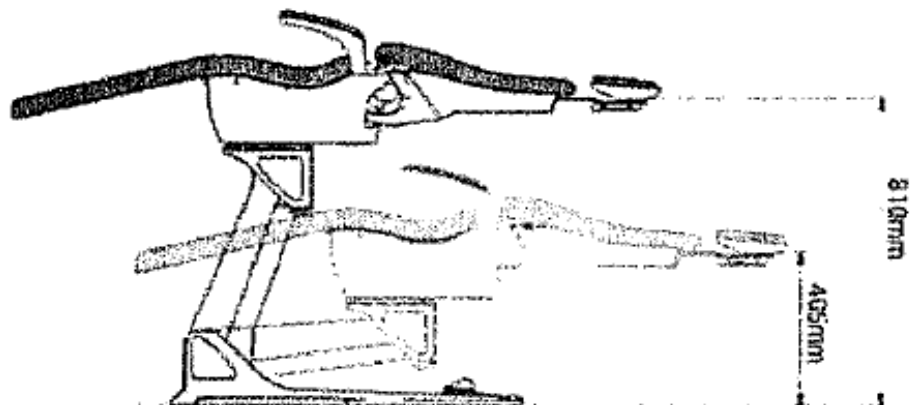


Diagram 4. Dimensions Location of the floor plate penetration for power for internal connection (green box). The opening is approximately 50mm x 75mm. Note this 1195mm reference is variable depending on how high the chair is lifted due to the cantilever lift. We've provided this reference measure with the headrest plate at approximately 640mm from floor.

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Power Connection Point



It is vitally important to plot this position carefully, especially for internal connection. This fixes the location of the patient's treatment position in relation to the supporting joinery and supplementary equipment like the wall mounted x-ray.

(arrow points to penetration)

Electrical Regulation

Meeting the electrical standards is mandatory. The dental treatment room and devices within a 2000mm reach of the door to a treatment room will fall under AS/NZS3003 Electrical standards for patient treatment areas.

In general terms the dental chair will be on its own dedicated circuit, in a body protected zone is behind 10mA line protection devices (LPD), That LPD line will have a separate isolation switch and as will other hard wired appliances (like dental chairs and some wall mounted x-rays) with a test point.



Diagram 5 a typical gang, left to right for a dental chair room

L to R. RCD for the power points in the room, RCD for dental chair and as it is hard wired an isolation switch (single pole OK) and a test point. And all this is inside the treatment room with you and at least 500mm away from your light switch.

Disclaimer

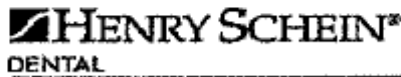
This document is intended as a guide may be superseded without notice as specifications and requirements change. Please look to your licensed mechanical services consultants to ensure the practice is installed in accordance with Australian requirements and regulations.

END OF DOCUMENT

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Specifications – Ceiling Light



Pre-Installation, equipment requirement guide

Information for
Designer, Builder
Mechanical Services
& Information Technology

PLANMECA SingLED Light Ceiling Mounted

Preamble

The dentist needs excellent lighting in the mouth. The room lighting needs to also be bright so as not to dazzle the operator and assistant and cause fatigue. A 1:10 ratio of room brightness to operator light brightness is generally accepted.

The dental operating light is adjusted to height and position to see into the patients mouth whether they are seated or lying down.

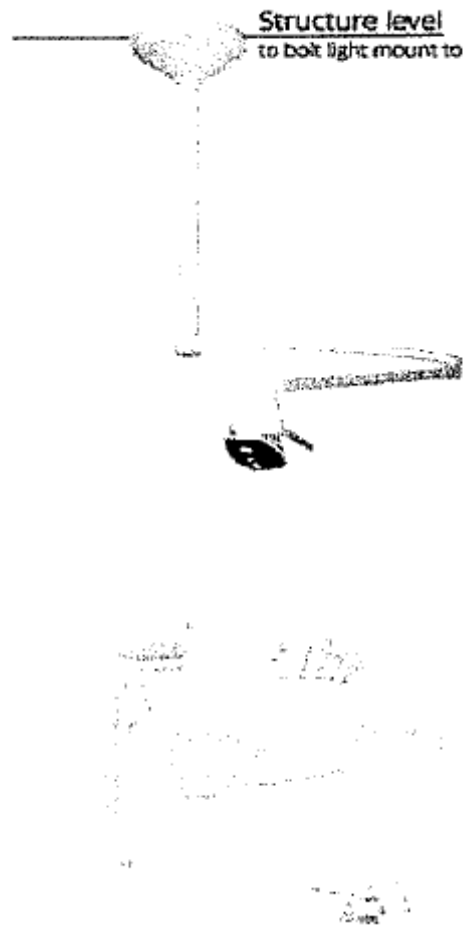
The positioning of the ceiling mounted light will be in a position where in typical staff and patient movements, the taller amongst us will not risk colliding with the mount.

The light column will also need to be placed with consideration to not colliding with X-ray arms or Microscope arms.

Often dentists want a chair without the usual accompanying paraphernalia or they prefer the ceiling presentation.

Diagram 1. The ceiling mounted light is typically mounted above the same position above the dental unit as a comparable unit mounted light would be.

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Typical Surgery Layout

The light will accommodate the patient treatment positions with the patient horizontally or upright / seated with staff seated whilst treatment progresses or seated. Normally mounted to the left of the patient roughly adjacent to their hip. Left handed dentists might want it on the right side of the patient.

Whatever the decision, document it. Ceiling mounted devices and their supporting structure are easy to overlook in the rush to get the ceiling space finished.

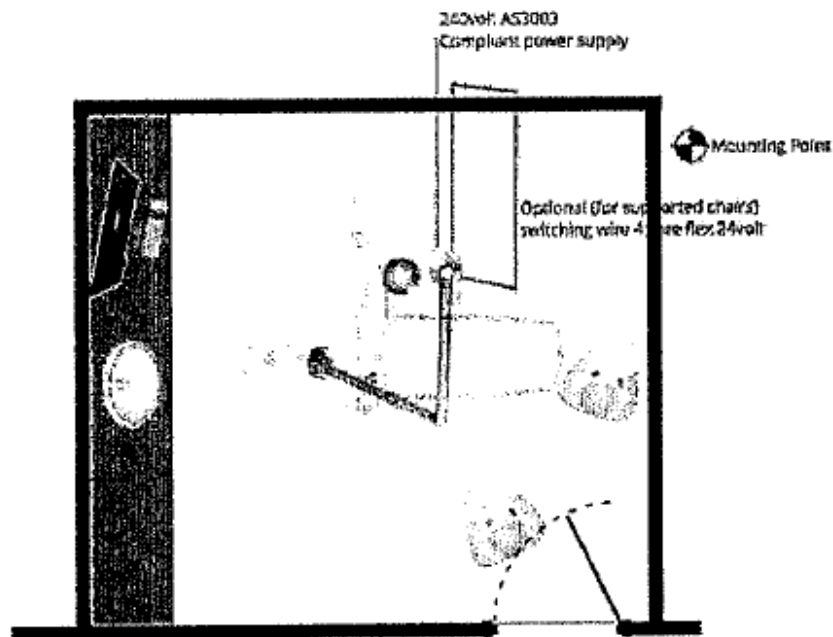


Diagram 2. Shows the ceiling light mount position. It will need its own 240volt power supply and if you have a dental chair that supports switching the SingLED you'll need a switching wire (we suggest 4 core for redundancy) run from the light in the ceiling space to the floor penetration of the dental chair.

Structure

The light is fastened to the structure in the ceiling by a tripod arrangement that has 3 x 8mm bolts. This arrangement does have levelling nuts to assist getting the light column vertical (bubble in centre level is mandatory).

The structural mount must be able to withstand a withdrawal load of 70kg at each of the three mounting points.

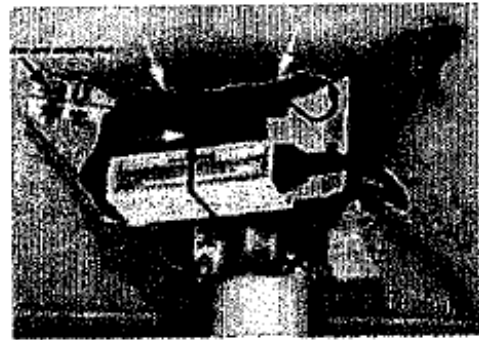
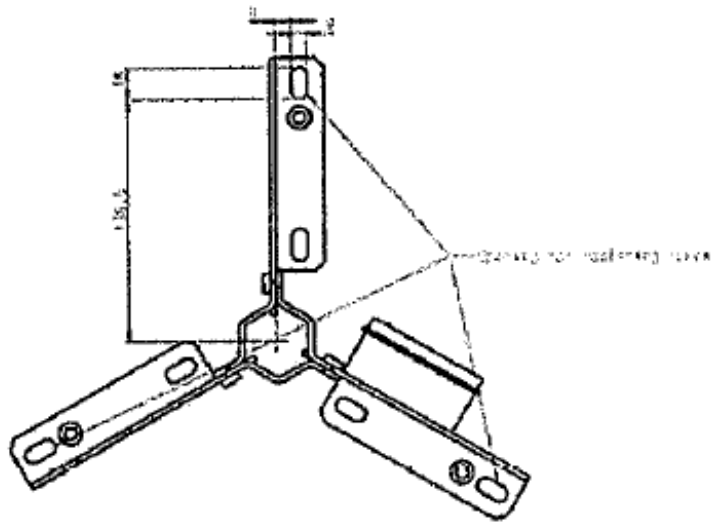


Diagram 3. The ceiling mounting foot, this three footed bracket is bolted together and screwed to the SingLED light pole. Typically only three screw are used. It does have level adjustment nuts to align the pole.

Diagram 4. The SingLED light pole is a max of 1144mm long to provide support for the light to a structure of +3000mm above FFL.

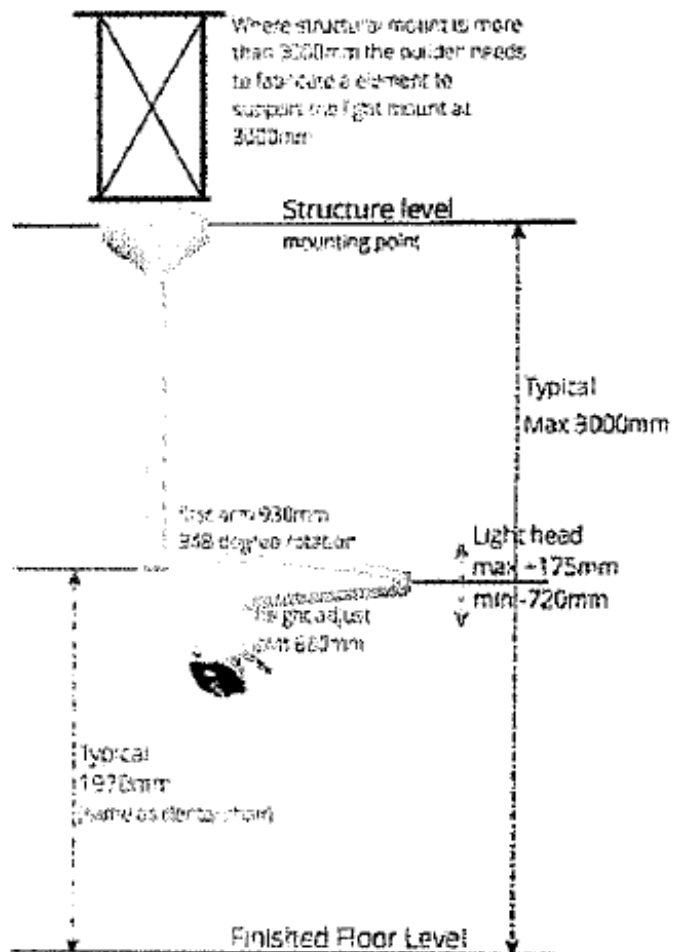
The pole can be trimmed to length for lower structural mount levels.

The shroud at the top of the pole can be slid down for example to cover a penetration through suspended ceiling.

If there is not structure within 3000mm of the finished floor level the builder will need to add structure. We can also sell an 870mm extender from the x-ray range.

Descriptors as as cotton spools, or capital I shaped extenders or frames like above have been welded up to create this extension.

Longer poles generally don't work due to flex and wobble.



Electrical Services Overview



Important Note: Electrically Body Protected Zone
Dental units are installed in 'Patient Protected Areas' and as such wiring must comply with AS3003. Compliant electrical installations are the responsibility of site electrician. HSH can provide some general lay information if needed.

For internal hard wired connection

Power 240vac 13amp with two pole switch and 6.3A fuse (see diagram 5 below)

Alternative for external flex cable connection - to GPO in ceiling

Power 240vac 13amp with two pole switch and 6.3A fuse (see diagram 5 below)

If connecting to compatible dental chair

Signal Wire 240vac 13amp with 13amp fuse

Power Connection Point

In a solid ceiling where we are connecting to the finished ceiling, it is important to correctly position the Power where the shroud can cover the penetration.

In suspended ceiling with an accessible cavity please provide sufficient length of cable to reach the mounting point and allowance for trim and connection.

If you're closing the ceiling space please Allow us plenty of time to install the mount pole, cabling and test before you close up.

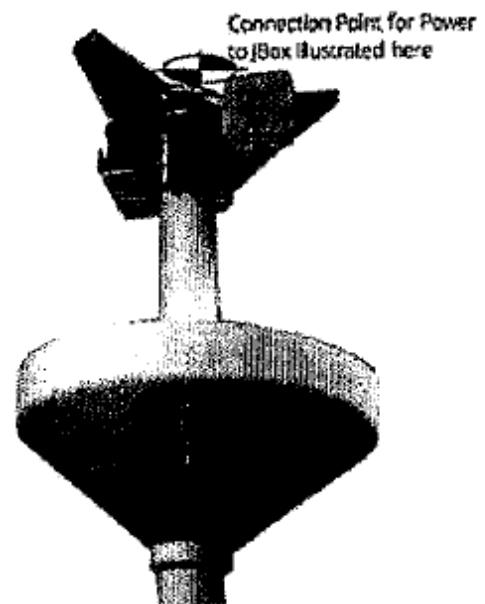


Diagram 5 power and signal wire penetration location

Electrical Regulation

Meeting the electrical standards is mandatory. The dental treatment room and devices within a 2000mm reach of the door to a treatment room will fall under AS/NZS3003 Electrical standards for patient treatment areas.

In general terms the dental chair and light will be on its own dedicated circuit, in a body protected zone is behind 10mA line protection devices (LPD), That LPD line will have a separate isolation switch and as will other hard wired appliances (like dental chairs and some mounted x-rays) with a test point.



Diagram 5 a typical gang, left to right for a dental chair room

L to R. RCD for the power points in the room, RCD for dental chair and as it is hard wired an isolation switch (single pole OK) and a test point. And all this is inside the treatment room with you and at least 500mm away from your light switch.

Disclaimer

This document is intended as a guide may be superseded without notice as specifications and requirements change. Please look to your licensed mechanical services consultants to ensure the practice is installed in accordance with Australian requirements and regulations.

END OF DOCUMENT

Special by-law no. 11 – Prohibiting illegal uses (including unlawful short term accommodation)

1. Introduction

- (1) This by-law prohibits you from using your lot, or allowing your lot to be used, for an illegal purpose including unlawful short term accommodation.
- (2) You must comply with this by-law.
- (3) If you do not comply with this by-law the owners corporation may take action against you.
- (4) This may result in an order being made restraining you from using your lot, or allowing your lot to be used, in a manner prohibited by this by-law and a monetary penalty being imposed on you.

2. Definitions

In this by-law:

"**Council**" means Hornsby Shire Council and any successor;

"**LEP**" means the *Hornsby Local Environmental Plan 2013* including any amendment of it and any planning instrument replacing it;

"**lot**" means a lot in the strata scheme;

"**permissible short term accommodation**" means occupation of a lot, or part of a lot, by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is permissible with the consent of the Council under the LEP;

"**prohibited short term accommodation**" means occupation of a lot, or part of a lot, by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is prohibited under the LEP;

"**strata scheme**" means the strata scheme based on Strata Plan No. 78122;

"**unlawful short term accommodation**" means permissible short term accommodation without the consent of the Council and prohibited short term accommodation; and

"**you**" means an owner, occupier or lessee of a lot.

3. Prohibiting Illegal Uses

You must ensure that your lot is not used for any purpose that is prohibited by law or the LEP or that requires approval or authorisation of an authority including the Council or under any law or the LEP without that approval or authorisation.

4. Use of Lots as Domiciles

You must ensure that your lot is only used as a permanent dwelling or domicile unless you are lawfully able to use your lot for another purpose, or you obtain Council approval to use your lot for another purpose, in which case you may use your lot for that other purpose.

5. Prohibiting Unlawful Short Term Accommodation

- (1) You must not use your lot, or allow your lot to be used, for unlawful short term accommodation.
- (2) You must take all reasonable steps to ensure that your lot is not used for unlawful short term accommodation.

6. Prohibiting Advertising of Illegal Uses

You must ensure that your lot is not advertised or promoted including on Airbnb for any use which is prohibited by this by-law.

7. Restriction on Occupancy Numbers

You must ensure that your lot is not occupied by more persons than are allowed by law to occupy the lot.

Special by-law no. 12 – Parking

1.No Parking on Common Property (Common property includes Visitors' Parking Spaces) by Owners and Occupiers Without Approval

An owner or occupier of a lot must not park or stand any motor or other vehicle ("vehicle") on the common property, including the visitor parking spaces, except with the prior written approval of the Owners Corporation.

2. No Parking on Common Property by Tenants to be Permitted by Owners Without Approval

An owner of a lot must:

(a) not allow any occupiers of the owner's lot, including the owner's lessees or tenants (including employees of such tenants), to park or stand any vehicle on the common property except with the prior written approval of the Owners Corporation, and

(b) take all reasonable steps to ensure that any occupiers of the owner's lot, including the owner's lessees or tenants, do not park or stand any vehicle on the common property except with the prior written approval of the Owners Corporation.

3. No Parking on Common Property by Visitors to be Permitted by Owners or Occupiers Except in Visitor Parking Spaces

An owner or occupier of a lot must:

(a) not allow any visitors or invitees of the owner or occupier, including any tradespeople, to park or stand any vehicle on the common property except in a visitor parking space,

(b) take all reasonable steps to ensure that any visitors or invitees of the owner or occupier, including any tradespeople, do not park or stand any vehicle on the common property except in a visitor parking space, and

(c) except with the prior written approval of the Building Manager, not allow visitors or invitees of an owner or occupier to occupy a visitor car space on more than 3 occasions in any one week or more than 24 hours on any one occasion.

4. No Parking on Common Property by Outsiders

An owner or occupier of a lot must not allow any person who is not visiting the parcel to park or stand a vehicle on the common property, including the visitor parking spaces.

5. No Parking in Another Parking Space

An owner or occupier of a lot must not park or stand any vehicle in a parking space that is or forms part of another lot without the written approval of the owner or occupier of that parking space.

6. Breach of By-Law - No Parking Notices

(a) In the event that an owner or occupier of a lot (including a lessee or tenant) breaches this by-law, the owners corporation may:

(i) give the owner or occupier in breach a notice, or place a notice on the offending vehicle, requesting the removal of the offending vehicle, advising of the terms of this by-law and the consequences of the breach ("**removal notice**"),

(ii) issue more than one removal notice throughout the duration of the breach of this by-law (but it must not act unreasonably when doing so), and

(iii) recover as a debt from the owner or occupier in breach of this by-law:

(A) the sum of \$165.00 (including GST), or such other amount as may be determined from time to time by the strata committee ("**administrative cost**"), being a genuine pre-estimate of the administrative costs incurred by the Owners Corporation in issuing the removal notice, and

(B) the expenses incurred by the Owners Corporation recovering the administrative cost including legal costs and disbursements on an indemnity basis ("**recovery costs**").

(b) For the avoidance of doubt, if the Owners Corporation issues more than one removal notice throughout the duration of a breach of this by-law it may recover as a debt from the owner or occupier in breach of this by-law the administrative cost multiplied by the number of notices it issues.

7. Breach of By-Law – Recovery of Expenses

7.1 In the event that an owner or occupier of a lot (including a lessee or tenant) breaches this by-law, the Owners Corporation may:

(a) rectify the breach, and/or

(b) to the extent permitted by law, recover from the owner or occupier as a debt:

(i) the expenses incurred by the Owners Corporation arising out of or caused by the breach, including expenses incurred rectifying or attempting to rectify, restrain or prevent the breach ("**breach expenses**"); and

(ii) the expenses incurred by the Owners Corporation recovering the breach expenses including legal costs and disbursements on an indemnity basis ("**recovery expenses**").

(c) charge interest (at the same rate that applies to overdue contributions under section 85 of the *Strata Schemes Management Act 2015*) on any amounts it may recover as a debt pursuant to this by-law if any such amounts are not paid at the end of one month after they become due and payable;

7.2 For the purpose of this by-law, any administrative cost, recovery costs, breach expenses and recovery expenses become due and payable by the owner or occupier concerned at the same time as the Owners Corporation incurs those costs or expenses.

7.3 Nothing in this clause limits the rights of or the remedies available to the Owners Corporation on a breach of this by-law.

8. Mode of Recovery of Expenses, Interest, etc

In the case of an owner of a lot, the Owners Corporation may include reference to any administrative cost, recovery costs, breach expenses or recovery expenses for which that owner is liable on:

- (a) the owner's account with the Owners Corporation;
- (b) levy notices given to that owner; and
- (c) certificates issued under section 184 of the *Strata Schemes Management Act 2015* in respect of the owner's lot;

for the purpose of recovering any of those amounts from the owner as a debt.

9. Illegally Parked Vehicles

9.1 In this by-law the definition of:

"expenses" means any cost or expense incurred by the Owners Corporation arising out of or as a result of a breach of this by-law by an owner or occupier including vehicle removal costs;

"illegally parked vehicles" means a vehicle left on common property that is placed so that it blocks an exit or entrance or otherwise obstructs the use of common property;

"removal notice" means a notice that complies with clause 34(3) of the *Strata Schemes Management Regulation 2016*;

"vehicle removal costs" means any cost or expense which the owners corporation incurs in connection with or arising out of the moving or removal by the Owners Corporation of an illegally parked vehicle including towing costs.

9.2 The Owners Corporation may move or remove an illegally parked vehicle that is on common property if the Owners Corporation places a removal notice on or near the vehicle and the requirements of the removal notice are not complied with within the period specified in the removal notices.

9.3 The Owners Corporation is not liable for any damage or loss suffered by an owner or occupier if the Owners Corporation moves or removes an illegally parked vehicle that belongs to an owner or occupier or for which an owner or occupier is responsible including any damage or loss arising out of damage caused to the vehicle when the Owners Corporation move or remove the vehicle including by towing or the theft of the vehicle after the Owners Corporation moves or removes the vehicle.

9.4 An owner or occupier breaches this by-law, that owner or occupier is liable to pay or reimburse the Owners Corporation for any expenses on demand.

9.5 If any expenses are not paid by the owner or at the end of one month after the owner or occupier at the end of one month after they become due and payable, the expenses bear until paid simple interest at the same annual rate as applies to interest on overdue contributions levied by the Owners Corporation (currently an annual rate of 10%).

9.6 An owner or occupier is liable to pay or reimburse the owners corporation for any recovery costs on demand.

9.7 The Owners Corporation may recover from an owner or occupier as a debt any:

- (a) expenses;
- (b) interest; and
- (c) recovery costs,

for which that owner or occupier is liable.

9.8 The Owners Corporation may include reference to any expenses, interest or recovery costs for which an owner is liable on:

- (a) that owner's account with the Owners Corporation;
- (b) levy notices served on that owner; and
- (c) certificates issued under section 184 of the *Strata Schemes Management Act 2015* in respect of that owner's lot,

for the purpose of recovering from that owner as a debt any of those amounts.

9.9 The Owners Corporation may appropriate any payments that owner makes to the Owners Corporation towards expenses, interest and recovery costs in any manner the Owners Corporation deems fit.

9.10 If a person becomes an owner of a lot at a time when, under this by-law, a former owner is liable to pay any expenses, interest or recovery cost to the Owners Corporation, the person who becomes owner is jointly and severally liable with the former owner to pay those amounts to the owners corporation.

9.11 The strata committee may exercise the functions of the Owners Corporation under this by-law.

10.Invalidation of Swipe-Card

10.1 Any owner or occupier entitled to car park entry swipe card may have that invalidated where that owner/occupier has received a first notification of being in breach of this by-law and then commits a further breach of this by-law.

11.Existing By-Laws

11.1 This by-law shall be interpreted in conjunction with and not in derogation of Special by-law no. 3.

11.2 If there is any inconsistency between this by-law and Special by-law no. 3, this by-law shall prevail to the extent of that inconsistency.