



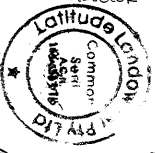
SIGNATURES, AND SEALS ONLY



K. M. Field
Director



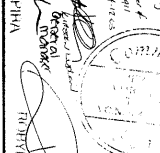
W. M. Field
Director



W. M. Field
Director



W. M. Field
Director



W. M. Field
Director

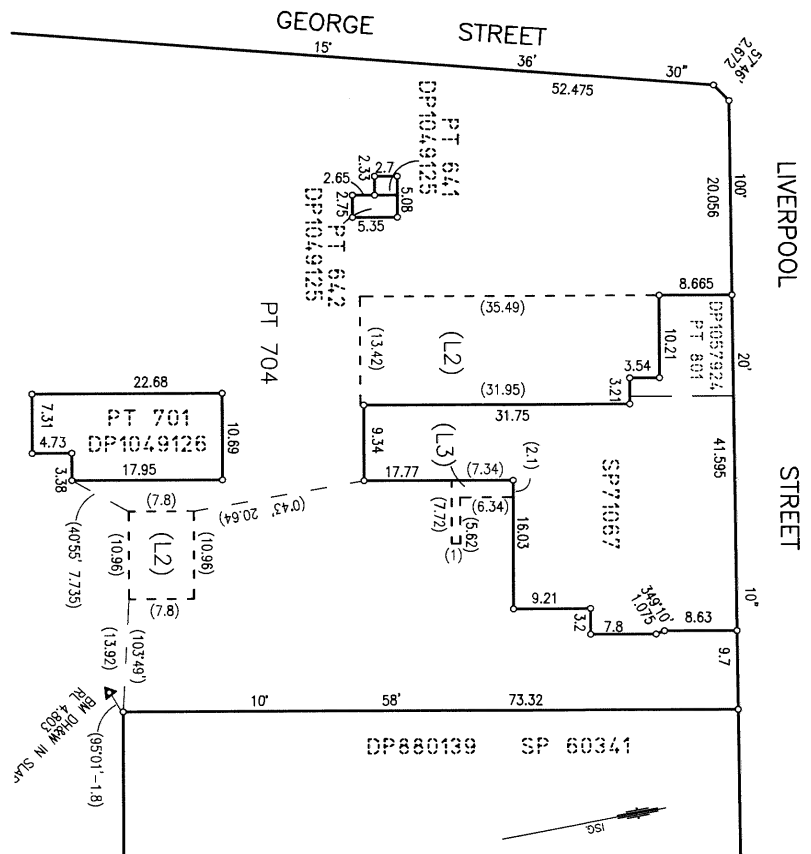
Department of Land and Water Conservation Approval

I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature:
Date:
File Number:
Office:

Subdivision Certificate
I certify that the provisions of s.119(1) of the Environment Planning and Assessment Act 1979 have been satisfied in relation to the proposed

* Authorised Person/General Manager/Accredited Certifier
Consent Authority:
Date of endorsement:
Accreditation no.:
Subdivision Certificate no.:
File no.:
Note: When the plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar-General.
Delete whichever is inapplicable



(L2) DENOTES EASEMENT TO USE LOADING DOCK LIMITED IN HEIGHT & DEPTH TO HORIZONTAL PLANES WITH R.L. 10.00 & 4.55 RESPECTIVELY.
(L3) DENOTES EASEMENT FOR ACCESS LIMITED IN HEIGHT & DEPTH TO HORIZONTAL PLANES WITH R.L. 7.9 & 4.55 RESPECTIVELY.
EASEMENT FOR SUPPORT & SHELTER AFFECTS THE WHOLE OF LOTS 641 & 642 DP1049125 & THE WHOLE OF LOTS 701 TO 704 DP1049126.

THIS PLAN REPRESENTS THAT PART OF LOT 704, AT LEVEL 8, AS SHOWN ON SHEET 9 IN DP 1049126.
ALL INTERNAL BEARINGS ARE EITHER 10°58' OR 100°58' UNLESS SHOWN OTHERWISE.

THIS PLAN IS FOR EASEMENT PURPOSES ONLY. SEE DP 1049125 & DP 1049126 FOR INDIVIDUAL LOT DEFINITION

TO RELEASE:
1. EASEMENT TO USE LOADING DOCK (L) (DP 1049126)

DP1066158

Registered: 2.4.2004
C.A.:Title System: TORRENS
Purpose: EASEMENT
Ref Map: CITY SECTION 8
Last Plan: DP1049125, DP1049126

PLAN OF EASEMENTS WITHIN LOTS 641 & 642 DP 1049125 & LOTS 701 TO 704 IN DP1049126

Lengths are in metres. Reduction Ratio 1: 500

LGA SYDNEY CITY

Locality: SYDNEY

Parish: ST. LAWRENCE

County: CUMBERLAND

This is sheet 1 of my plan in streets (delete if inapplicable).

SURVEYING REGULATION, 2001
I, ANTHONY ALLEN of DENNY LINKER & Co.
of 15, 17 RADE ST. SURRY HILLS, NSW, 2010
a surveyor registered under the Surveying Act, 2002, certify
that the survey represented in this plan is accurate, has
been made in accordance with the Surveying Regulation,
2001 and was completed on 22/2/04
The survey relies on: COMPLETED EASEMENTS.(Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)
Signature: Date: 22/2/04
Surveyor registered under the Surveying Act, 2002
Datum: Line:
Type: Urban / Rural:Plans used in preparation of survey/compilation
DP 1049126 DP 1057924

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:
1. EASEMENT TO USE LOADING DOCK (L2) (LIMITED IN STRATUM)
2. EASEMENT FOR SUPPORT & SHELTER (WHOLE LOT)
3. EASEMENT FOR ACCESS (L3) (LIMITED IN STRATUM)
TO RELEASE:

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 1 of 10 sheets

DP1066158

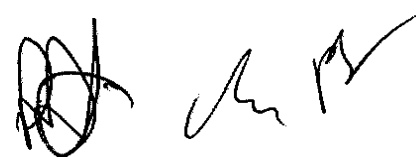
Plan of Easements within Lot 641 and 642 in DP1049125 and Lots 701 to 704 in DP1049126

Full names and addresses of the owners of the land:

Multiplex Latitude Retail Landowner Pty Limited
ACN 105 260 919 of Level 4,
1 Kent Street, Sydney NSW 2000

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
1	Easement to use loading dock (L2) (Limited in stratum)	Lot 704 in DP1049126	CP in SP71067 and Lots 801 and 802 in DP1057924
2	Easement for support and shelter (Whole Lot)	Lots 641 and 642 in DP1049125, Lots 701 to 704 inclusive in DP1049126	CP in SP71067 and Lots 801 and 802 in DP1057924
3	Easement for access (L3) (Limited in stratum)	Lot 704 in DP1049126	CP in SP71067 and Lots 801 and 802 in DP1057924



Sheet 2 of 10 sheets

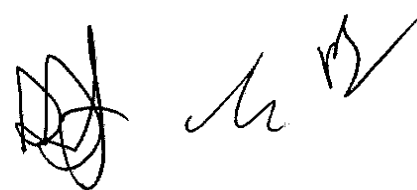
DP1066158

Plan of Easements within Lot 641 and
642 in DP1049125 and Lots 701 to
704 in DP1049126

PART 1A

Pursuant to s 88B Conveyancing Act 1919 it is intended to release

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
1	Easement to use loading dock (L) DP1049126 (full release)	Lot 704 in DP1049126	CP in SP71067 and Lots 801 and 802 in DP1057924

Handwritten signatures and initials in the bottom right corner of the page.

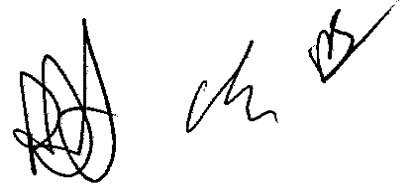
DP1066158

Plan of Easements within Lot 641 and
642 in DP1049125 and Lots 701 to
704 in DP1049126

PART 2 (Terms)

DEFINITIONS

1. For the purpose of this Instrument, the following words have the following meanings unless the contrary intention appears:
- (a) **Authorised User** means every person authorised by the Grantee for the purposes of any easement created by this Instrument and includes but is not limited to the Grantee's Employees.
 - (b) **Easement** means each easement in this Instrument and includes the conditions in relation to that easement;
 - (c) **Easement Site** means, in relation to a particular Easement, the part of the lot burdened shown as the site of that Easement on the plan;
 - (d) **Equipment** means all necessary tools, implements, materials, machinery and vehicles.
 - (e) **Grantee** means the registered proprietor for the time being of the lot benefited.
 - (f) **Grantee's Employees** means the employees, servants, agents, tenants, licensees, invitees and contractors of the Grantee.
 - (g) **Grantee's Improvements** means the improvements which are erected or to be erected on the lot benefited.
 - (h) **Grantor** means the registered proprietor for the time being of the lot burdened.
 - (i) **Grantor's Employees** means the employees, servants, agents, tenants, licensees, invitees and contractors of the Grantor.
 - (j) **Grantor's Improvements** means those parts of the improvements erected or to be erected on the lot burdened and in respect of which the Grantee and/or every Authorised User may exercise easement rights over.
 - (k) **Instrument** means this section 88B instrument.
 - (l) **Repair** means repair, maintain, renovate, alter, renew, reinstate, replace, examine and clean.
 - (m) **services** means services as defined in Section 196L of the Conveyancing Act 1919, except for the purposes of this Instrument:
 - (i) **apparatus** includes plant and plant rooms and lift pit structures and tank structures(built or to be built), and



DP1066158

Plan of Easements within Lot 641 and
642 in DP1049125 and Lots 701 to
704 in DP1049126

- (ii) **pipes** includes cables, tubes, wires and conduits of all kinds.

2. Ancillary Rights

The Grantee may exercise, subject to the specific terms of the Easement, all other ancillary rights and obligations reasonably necessary for the effective application of an Easement, including reasonable access to the site of the Easement. In exercising ancillary rights under an Easement, the Grantee must cause as little inconvenience as practicable to the Grantor and any occupier of the lot burdened.

TERMS OF EASEMENT TO USE LOADING DOCK (L2) NUMBERED ONE IN THE PLAN

Full free and unimpeded right for the Grantee and every Authorised User in common with others to use that part of the lot burdened shown on the plan as Easement to use the loading dock at all times:

- (a) for the purpose of allowing motor vehicles, service vehicles and coaches, to stand for loading or unloading or both within the designated marked areas; and
- (b) also for the purpose of transporting, taking or moving articles or items from such motor vehicles to the lot benefited, and from the lot benefited to the motor vehicles.

Subject to the following conditions, which conditions shall also constitute and be covenants by and between the Grantee and the Grantor with the intention and agreement that the benefit and burden such covenants and agreements will pass with the benefit and burden of this Easement:

1. Release and Indemnity

- (a) The Grantee and every Authorised User entering upon the lot burdened pursuant to the rights granted by this Easement shall do so at his or her own risk and the Grantee hereby releases the Grantor and the Grantor's Employees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the lot burdened in pursuance of the rights granted under this Easement other than as may be caused or contributed to by the wilful or negligent act or omission of the Grantor or the Grantor's Employees.
- (b) The Grantee shall indemnify and keep indemnified the Grantor and the Grantor's Employees from and against all claims, actions, demands, losses, damages, costs and expenses incurred by the Grantor or for which Grantor and the Grantor's Employees may become liable in respect of any loss, damage, death or injury from any cause whatsoever to the lot burdened or to any person or property within or without the lot burdened, occasioned or contributed by any act, omission, neglect, breach of the conditions of this Easement or default of the Grantee or every Authorised User upon the lot burdened in pursuance of the rights hereby granted.



DP1066158

Plan of Easements within Lot 641 and
642 in DP1049125 and Lots 701 to
704 in DP1049126

2. Damage and Interference

- (a) The Grantee and every Authorised User must not unreasonably interfere with the enjoyment of the lot burdened.
- (b) The Grantee and every Authorised User must cause as little disturbance or damage as possible to the lot burdened.
- (c) The Grantee and every Authorised User must restore the lot burdened as nearly as practical to its original condition if there is any disturbance or damage to it.

3. Restriction on Use

- (a) No motor vehicle shall obstruct or stand on or park on the lot burdened other than for the purposes of loading and unloading.
- (b) The Grantee and every Authorised User shall comply with the rules (if any) from time to time promulgated by the Grantor for the orderly management of this Easement **PROVIDED THAT** any such rule does not derogate from the rights hereby granted.

4. Grantee's Rights

The Grantee may exercise all other ancillary rights and obligations reasonably necessary for the effective application of this Easement.

TERMS OF EASEMENT FOR SUPPORT AND SHELTER NUMBERED TWO IN THE PLAN

An easement for support and shelter is created in the terms of section 8AA of the Strata Schemes (Freehold Development) Act 1973.

TERMS OF EASEMENT FOR ACCESS (L3) NUMBERED THREE IN THE PLAN

Full free and unimpeded right for the Grantee and every Authorised User in common with others to go pass and repass on foot over the Easement Site to obtain access at Level 8 to and from the lot benefited and egress in case of an emergency via stairs, passageways, staircases, corridors and halls within the relevant part of the lot burdened subject to the following conditions, which conditions shall also constitute and be covenants and agreements by and between the Grantee and the Grantor with the intention and agreement that the benefit and burden of such covenants and agreements will pass with the benefit and burden of this Easement:



DP1066158

Plan of Easements within Lot 641 and
642 in DP1049125 and Lots 701 to
704 in DP1049126

1. Grantor's Rights

- (a) The Grantee and every Authorised User shall at all times while upon the lot burdened identify himself upon demand by the Grantor and comply with any reasonable directions of the Grantor.
- (b) The Grantor shall be entitled when required by law or in the event of an emergency to lock and keep locked or unlocked and keep unlocked the doors providing access to and from the lot burdened.
- (c) The rights hereby granted shall be used by the Grantee and every Authorised User so as not to interfere unduly or unreasonably with the rights of the Grantor.

2. Release and Indemnity

- (a) the Grantee and every Authorised User entering upon the lot burdened pursuant to the rights granted by this Easement shall do so at his or her own risk and the Grantee hereby releases the Grantor and the Grantor's Employees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death of or injury to any person entering upon the lot burdened in pursuance of the rights granted under this Easement other than as may be caused or contributed to by the wilful or negligent act or omission of the Grantor or the Grantor's Employees; and
- (b) the Grantee shall indemnify and keep indemnified the Grantor and the Grantor's Employees from and against all claims, actions, demands, losses, damages, costs and expenses incurred by the Grantor or for which such Grantor and the Grantor's Employees may become liable in respect of any loss, damage, death or injury from any cause whatsoever to the lot burdened or to any person or property within or without the lot burdened, occasioned or contributed to by any act, omission, neglect, breach of the conditions of this Easement or default of the Grantee or every Authorised User upon any lot burdened in pursuance of the rights hereby granted.

3. Damage and Interference

- (a) The Grantee and every Authorised User must not unreasonably interfere with the enjoyment of the lot burdened.
- (b) The Grantee and every Authorised User must cause as little disturbance or damage as possible to the lot burdened.
- (c) The Grantee and every Authorised User must restore promptly at their own expense the lot burdened as nearly as practical to its original condition if there is any disturbance or damage to it.



DP1066158

Plan of Easements within Lot 641 and
642 in DP1049125 and Lots 701 to
704 in DP1049126

4. Repair maintenance and replacement

- (a) The Grantor, at all times, must keep the Grantor's Improvements in good and substantial repair and condition.
- (b) The Grantor must at all times replace, reinstate and renew the Grantor's Improvements and every part of them which require replacing, reinstating or renewing so as to ensure the lot burdened and the Grantor's Improvements are kept in a state of good and substantial repair and condition.
- (c) The Grantor must at all times keep the lot burdened and the Grantor's Improvements in a clean state and free of rubbish.
- (d) The Grantor, at all times, must provide adequate lighting for the lot burdened and must comply with all statutes and regulations in respect of signage.

5. Grantee's rights

- (a) In the event the Grantor fails to comply with any of its obligations under this Easement then the Grantee has the right at any time and from time to time to serve a written notice on the Grantor requiring the Grantor to comply with that obligation;
- (b) If the Grantor fails to comply with any such notice within a reasonable time of service of the notice (having regard to the type of work required) the Grantee has the right to carry out the work or perform the act it required to have carried out or performed by the notice;
- (c) The Grantor will pay the Grantee within 14 days of a written demand from the Grantee all costs incurred by the Grantee under paragraph 5(b) in undertaking the work or performing the act the Grantor has failed to carry out;
- (d) The Grantee may enter and remain on the lot burdened with necessary machinery and equipment for the purpose of exercising the Grantee's rights under this paragraph, and for the purpose of repairing, maintaining, renewing and replacing the Grantor's Improvements when considered reasonably desirable by the Grantee which the Grantee is entitled to perform without hindrance by the Grantor; and
- (e) The Grantee may exercise all other ancillary rights and obligations reasonably necessary for the effective application of this Easement.

Handwritten signatures and initials in the bottom right corner of the page.

Sheet 8 of 10 sheets

DP1066158

Plan of Easements within Lot 641 and
642 in DP1049125 and Lots 701 to
704 in DP1049126


Signed by MULTIPLEX LATITUDE
RETAIL LANDOWNER PTY LIMITED
ACN 105 260 919



Signature of director

ROSS A McDIVEN

Name of director - please print

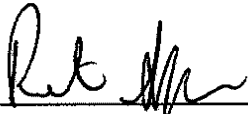


Signature of director

KAREN MARGE PEDERSEN

Name of director - please print

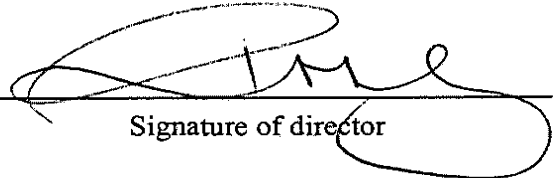
Signed by MERITON APARTMENTS
PTY LTD ACN 000 644 888



Signature of director

PETER SPIHA

Name of director - please print



Signature of director

ROBYN McCULLY

Name of director - please print



Sheet 9 of 10 sheets

DP1066158

Plan of Easements within Lot 641 and
642 in DP1049125 and Lots 701 to
704 in DP1049126

Signed by DEBBIE RICHARDS

for The Owners – Strata Plan SP71067

Sonia Fenton

Signature of witness

SOWIA FENTON

Name - please print



Debbie Richards

Signature of strata manager
DUTY AUTHORIZED OFFICER

DEBBIE RICHARDS

Name - please print

Signed by **LATITUDE LANDOWNER
PTY LIMITED
ACN 106 533 715**

Ross A McDiven

Signature of director

ROSS A McDIVEN

Name of director - please print

K. M. Pedersen

Signature of director

KAREN MARIE PEDERSEN

Name of director - please print

[Handwritten signature]

Sheet 10 of 10 sheets

DP1066158

Plan of Easements within Lot 641 and
642 in DP1049125 and Lots 701 to
704 in DP1049126

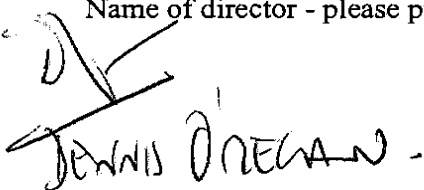
Signed by LATITUDE SITE C
LANDOWNING PTY LIMITED
ACN 105 321 122



Signature of director

ROSS A McDIVEN

Name of director - please print



DENNIS O'REGAN



Signature of director

KAREN MARIE PEDERSEN

Name of director - please print

Fiduciary Services
SIGNED for and on behalf of ANZ ~~Bank~~
by ~~Bank~~ Limited by Kirsten Ludlow
who certifies that she is Senior Manager
Primary Markets Group, Australia and
New Zealand Banking Group Limited
pursuant to Power of Attorney Registered
Book 4411 No. 441 dated 4.12.03
in the presence of:

Witness

Signed by WORLD SQUARE PTY LIMITED
ACN 002 012 973

DIRECTOR

WILLIAM CHEN

SECRETARY

QUEE SOW TAN

REGISTERED



2.4.2004



Form: 20EV
Release: 4-1

VARIATION OF EASEMENT

New South Wales

AK760024R

Section 47(5A) Real Property Act 1900

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	Servient Tenement 104/1122122A and 104/1122122B		Dominant Tenement See Annexure A	
(B) EASEMENT VARIED	Number of Easement DP1066158 item 3 (L3)		Nature of Easement Easement for access	
(C) LODGED BY	Document Collection Box 599D	Name, Address or DX, Telephone, and Customer Account Number if any Minter Ellison 1 Farrer Place, Sydney Tel: (02) 9921 8888 Reference: 599 VXB 1114467		CODE EV
(D) APPLICANT (1)	Registered proprietor of the servient tenement See Annexure A			
(E) APPLICANT (2)	Registered proprietor of the dominant tenement See Annexure A			

(F) The applicants, having varied the above easement as set out in annexure B hereto, apply to have the

(G) variation recorded on the relevant Torrens Title(s).

(H) The consent of any registered lessee of the dominant tenement or the servient tenement is annexed hereto and marked Annex C

DATE **8 September 2016**

(I) Certified correct for the purposes of the Real Property Act 1900 by the company named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.
Company: See Annexure D for execution
Authority:

Signature of authorised person:

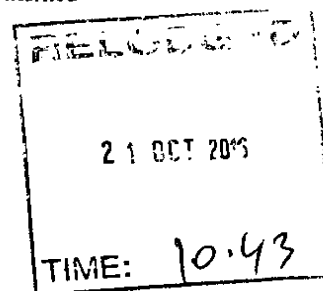
Signature of authorised person:

Name of authorised person:

Name of authorised person:

Office held:

Office held:



Certified correct for the purposes of the Real Property Act 1900 by the company named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.
Company: See Annexure E for execution
Authority:

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Name of authorised person:

Office held:

Office held:

(J) I certify that I am an eligible witness and that the mortgagee signed this dealing in my presence. [See note* below].

Signature of witness:

Name of witness:

Address of witness:

Certified correct for the purposes of the Real Property Act 1900 by the mortgagee under mortgage No. See Annexure F shown on folio of the Register
Signature of the mortgagee:

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

Page 1 of 15 pages

1303

This is Annexure "A" referred to in the variation of easement in respect of DP1066158, easement for access (L3) (item 3 in the intention panel)

1. Item (A):

1.1 "Dominant Tenement" are Folio Identifiers:

- (a) CP/SP71067; ✓
- (b) 801/1057924; and
- (c) CP/SP72381.

2. Item (D):

(a) "Applicant (1)" is:

- (i) AWP Management No. 2 Pty Ltd (ACN 135 365 365) (Folio Identifier 104/1122122A); and ✓
- (ii) ISPT Pty Ltd (~~ACN 70 014 228 200~~ ^{ACN 064 041 283}) (Folio Identifier 104/1122122B). ✓

(b) "Applicant (2)" is:

- (i) The Owners – Strata Plan No. 71067 (ABN 74 251 870 877) (CP/SP71067); ✓
- (ii) Meriton Properties Pty Limited (ACN 000 698 626) (Folio Identifier 801/1057924); and ✓
- (iii) The Owners – Strata Plan No. 72381 (ABN 22 882 117 469) (CP/SP72381). ✓

2
P.D.
2/2

This is Annexure "B" referred to in the variation of easement in respect of DP1066158, easement for access (L3) (item 3 in the intention panel)

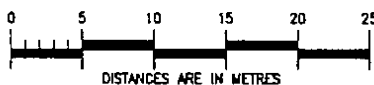
Refer to attached plan hereto, which varies the easement for access site (L3) to the site referred to in the attached plan as (L3B).

A1.
A.P.D.
2-2

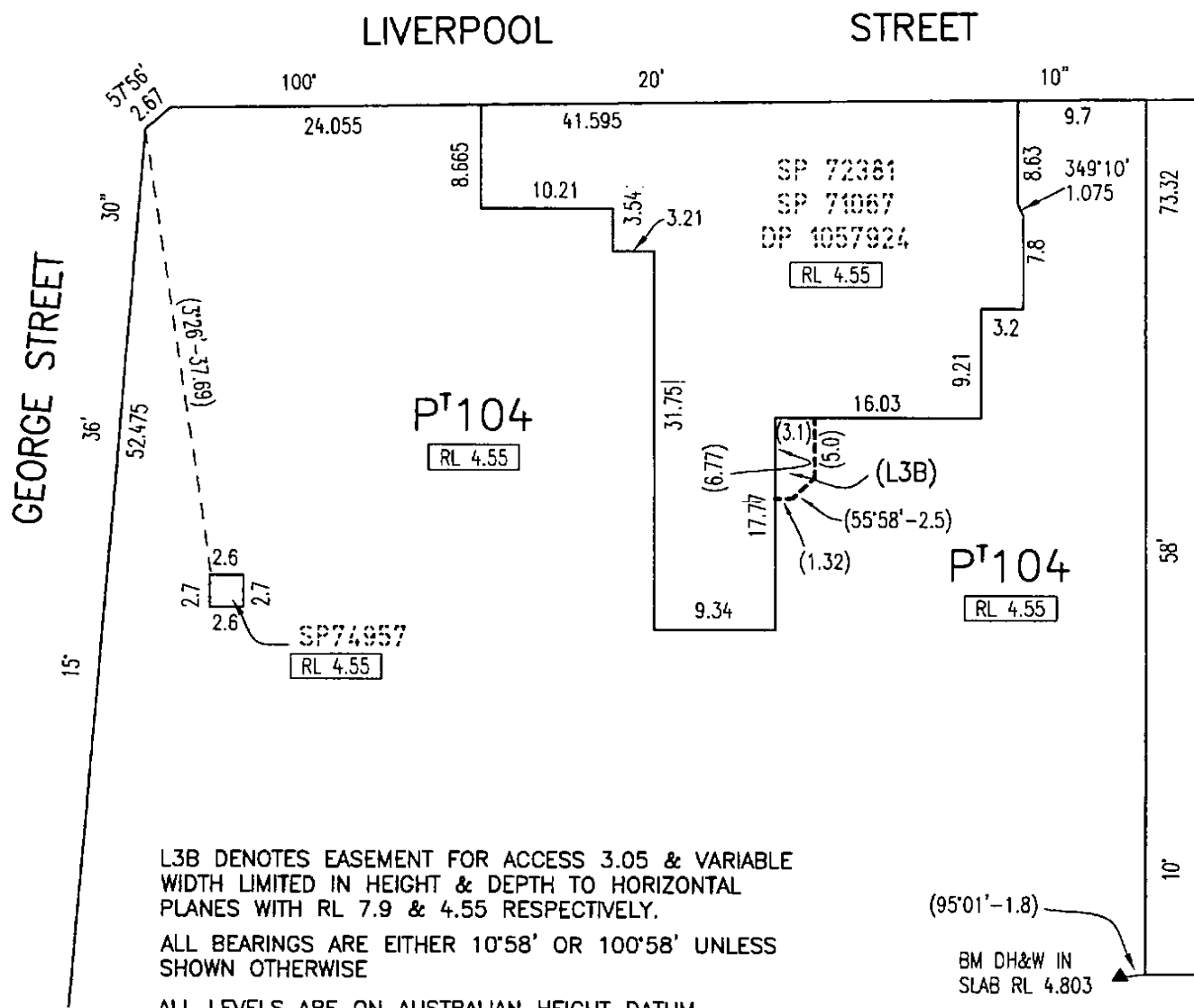
SKETCH SHOWING EASEMENT WITHIN LOT 104 IN DP1122122 WORLD SQUARE, SYDNEY



SCALE: 1:500



LEVEL 8



L3B DENOTES EASEMENT FOR ACCESS 3.05 & VARIABLE WIDTH LIMITED IN HEIGHT & DEPTH TO HORIZONTAL PLANES WITH RL 7.9 & 4.55 RESPECTIVELY.

ALL BEARINGS ARE EITHER 10°58' OR 100°58' UNLESS SHOWN OTHERWISE

ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM

ORIGIN OF LEVELS PM 38921 WITH RL 9.060




P104 DENOTES PART LOT 104 DP1122122

RL 4.55 DENOTES LOWER LIMIT OF LOTS SHOWN AT THIS LEVEL

Handwritten signatures and initials:
 M.
 P.D. 2
 [Signature]

**This is Annexure "C" referred to in the variation of easement in respect of DP1066158,
easement for access (L3) (item 3 in the intention panel)**

Refer to attached consents and/or letter hereto, addressed to the Registrar-General.


P.D.  

This is Annexure "D" referred to in the variation of easement in respect of DP1066158,
easement for access (L3) (item 3 in the intention panel)

I, **ANNABEL WEISS**
am authorised to make the alteration.

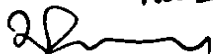
Date: **20/10/16** Signature: **A. Weiss**

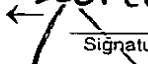
Execution by registered proprietor of servient tenement (Folio Identifier 104/1122122A) – AWPF
Management No.2 Pty Ltd (ACN 135 365 365)

and executed on behalf of
Certified correct for the purposes of the Real
Property Act 1900 by the corporation named below **by**
~~the common seal of which was affixed pursuant to~~
~~the authority specified and in the presence of the~~
authorised person(s) whose signature(s) appear(s)
below. **pursuant to the authority specified**

Corporation **AWPF MANAGEMENT No.2 Pty Ltd (ACN 135 365 365)**
~~Arcadia Managed Investments Pty Limited (ACN 160 510 798)~~
~~under section 127 of the Corporations Act 2001 (Cth) as attorney for AWPF Management~~
~~No. 2 Pty Ltd (ACN 135 365 365) under power of attorney dated 16 December 2013~~
~~registered book 4660 number 604~~

Authority **Pursuant to the constitution AWPF Management**
No. 2 Pty Ltd and/or the replaceable rules contained in the
Corporations Act 2001 (Cth)


Signature of authorised person


Signature of authorised person ←

JOHN O'CONNELL

Name of authorised person

Name of authorised person

Sole

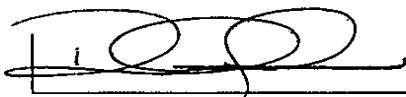
Director
Office held

Director/Secretary
Office held

**This is Annexure "D" referred to in the variation of easement in respect of DP1066158,
easement for access (L3) (item 3 in the intention panel)**

Execution by registered proprietor of servient tenement (Folio Identifier 104/1122122B) – ISPT Pty Ltd
(~~ABN 70 014 228 200~~)
ACN 064 041 183

I certify that I am an eligible witness and that ISPT
Pty Ltd's attorneys signed this dealing in my
presence. [See note* below].



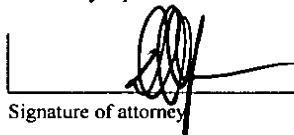
Signature of witness

ROZANNE LYNNE GINIFER
An Australian Legal Practitioner
within the meaning of the Legal
Profession Uniform Law (Victoria)
8 Exhibition Street, Melbourne

Name of witness

Address of witness

Certified correct for the purposes of the Real
Property Act 1900 by ISPT Pty Ltd's attorneys
who signed this dealing pursuant to the power of
attorney specified.



Signature of attorney

DAVID JOHN MCFADYEN

Name of attorney

Signature of attorney

Name of attorney

Signing on behalf of ISPT Pty Ltd

Power of attorney - Book

4550

- No

88

This is Annexure "E" referred to in the variation of easement in respect of DP1066158, easement for access (L3) (item 3 in the intention panel)

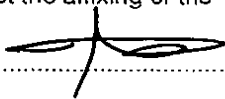
Contents page for Annexure E:

Party	Page number
Execution by dominant tenement (Folio Identifier 801/1057924) – Meriton Properties Pty Limited	
Execution by dominant tenement (CP/SP71067) – Approved Form 23	
Execution by dominant tenement (CP/SP71067) – Approved Form 8	
Execution by dominant tenement (CP/SP72381) – Approved Form 23	
Execution by dominant tenement (CP/SP72381) – Approved Form 8	

Approved Form 23

Attestation

The common seal of the Owners - Strata Plan No 71067 was hereunto affixed on ^{16 JUNE 2016} in the presence of ANTHONY MAROON being the person (s) authorised by s. 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.



^ Insert appropriate date



Approved Form 8

Certificate of Owners Corporation

The Owners - Strata Plan No. 71067 certifies that on ^{25/5}2016 it passed a special resolution accepting a;

~~*(1) *Transfer / *Lease~~ #
pursuant to ~~section 19 Strata Schemes (Freehold Development) Act 1973, or section 22 Strata Schemes (Leasehold Development) Act 1986,~~

~~*(2) Plan and section 88B instrument~~ # Variation of easement in respect of DP 1066158, easement for access (L3) (item 3 in the intention panel), pursuant to section 26 Strata Schemes (Freehold Development) Act 1973, ~~or section 30 Strata Schemes (Leasehold Development) Act 1986.~~

The common seal of the Owners - Strata Plan No 71067 was hereunto affixed on ^{16 JUNE}2016 in the presence of ANTHONY MAROON being the person(s) authorised by section 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.





^ Insert appropriate date

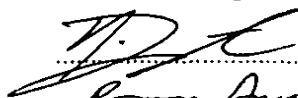
* Strike out if inapplicable

Provide sufficient details to particularly identify the transfer, lease or plan to which this certificate relates.

Approved Form 23

Attestation

The common seal of the Owners - Strata Plan No 72381 was hereunto affixed on ^{14/2/15} in the presence of ~~Peter Domazetakis~~ being the person (s) authorised by s. 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.



PETER DOMAZETAKIS
ON BEHALF OF

^ Insert appropriate date

THE OWNERS -
SP 72381



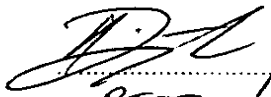
Approved Form 8

Certificate of Owners Corporation

The Owners - Strata Plan No. 72381 certifies that on [^]14/12/15 it passed a special resolution accepting a;

~~*(1) *Transfer / *Lease~~[#]
pursuant to section 19 Strata Schemes (Freehold Development) Act 1973, or section 22 Strata Schemes (Leasehold Development) Act 1986,
~~*(2) Plan and section 88B instrument~~[#] Variation of easement in respect of DP 1066158, easement for access (L3) (item 3 in the intention panel), pursuant to section 26 Strata Schemes (Freehold Development) Act 1973, or section 30 Strata Schemes (Leasehold Development) Act 1986.

The common seal of the Owners - Strata Plan No. 72381 was hereunto affixed on [^]14/12/15 in the presence of ~~PETER DOMAZETSKI~~ being the person(s) authorised by section 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.


.....
PETER DOMAZETSKI
ON BEHALF OF THE OWNERS -
.....
SP 72381



[^] Insert appropriate date

~~*~~ Strike out if inapplicable

~~# Provide sufficient details to particularly identify the transfer, lease or plan to which this certificate relates.~~

This is Annexure "F" referred to in the variation of easement in respect of DP1066158, easement for access (L3) (item 3 in the intention panel)

Execution by mortgagee of Folio Identifier 104/1122122A – BNY Trust Company of Australia Limited (formerly known as J.P. Morgan Trust Australia Limited) (ACN 050 294 052) under registered mortgage AB705639

Certified correct for the purposes of the Real Property Act 1900 by the corporation named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.

Corporation BNY Trust Company of Australia Limited (ACN 050 294 052)

Authority section 127 of the Corporations Act 2001 (Cth)

Signature of authorised person

Andrea Ruver

Name of authorised person

Director

Office held

Signature of authorised person

KELVYN EE

Name of authorised person

Director ~~Secretary~~

Office held

I certify that I am an eligible witness and that the mortgagee's attorneys signed this dealing in my presence.

Signature of witness

Name of witness (print)

Address of witness

Certified correct for the purposes of the Real Property Act 1900 by the mortgagee's attorneys who signed this dealing pursuant to the power of attorney specified.

Signature of attorney

Name of attorney

Signature of attorney

Name of attorney

Signing on behalf of **BNY Trust Company of Australia Limited (ACN 050 294 052)**

Power of attorney - Book

- No

**This is Annexure "F" referred to in the variation of easement in respect of DP1066158,
easement for access (L3) (item 3 in the intention panel)**

Execution by mortgagee of Folio Identifier 104/1122122A - BNY Trust Company of Australia Limited
(ACN 050 294 052) under registered mortgage AE615300

Certified correct for the purposes of the Real
Property Act 1900 by the corporation named below
the common seal of which was affixed pursuant to
the authority specified and in the presence of the
authorised person(s) whose signature(s) appear(s)
below.

Corporation BNY Trust Company of Australia Limited (ACN 050 294 052)

Authority section 127 of the Corporations Act 2001 (Cth)

Signature of authorised person

Andrea Ruver

Name of authorised person

Director

Office held

Signature of authorised person

KELVYN EE

Name of authorised person

Director ~~Secretary~~

Office held

I certify that I am an eligible witness and that the
mortgagee's attorneys signed this dealing in my
presence.

Signature of witness

Name of witness (print)

Address of witness

Certified correct for the purposes of the Real
Property Act 1900 by the mortgagee's attorneys
who signed this dealing pursuant to the power of
attorney specified.

Signature of attorney

Name of attorney

Signature of attorney

Name of attorney

Signing on behalf of **BNY Trust Company of Australia
Limited (ACN 050 294 052)**

Power of attorney - Book

- No

7496155V

Form: 97-11R

Licence: LAW/0536/98

REQUEST
New South Wales
Real Property Act 1900



(A) **STAMP DUTY**

If applicable. Office of State Revenue use only

(B) **LAND**

Torrens Title
FOLIO IDENTIFIER 401/1016084 & 403/1015736

(C) **REGISTERED DEALING**

Number	Torrens Title

(D) **LODGED BY**

LTO Box	Name, Address or DX and Telephone	CODE
1056P	MERITON APARTMENTS PTY LIMITED ACN 000 644 888 Level 5, 267 Castlereagh Street, SYDNEY NSW 2000 DX 1177 SYDNEY Reference (optional):	

(E) **APPLICANT**

CITY OF SYDNEY

(F) **NATURE OF REQUEST**

THE APPLICANT a prescribed authority within the meaning of section 88E(1) of the Conveyancing Act 1919, imposes the following positive covenant on the land (the "**Land**") referred above and applies to have such covenant recorded on the Register.

The Registered Proprietor covenants with City of Sydney ("Council") that;

D28(a) (a) The Car parking spaces within or forming part of the building constructed pursuant to Council's Notice of Determination dated 24 October 2000 (D/00/0563), as amended, will be used only by a registered proprietor for the time being, tenant of such registered proprietor or occupant of a residential apartment, retail unit, within or forming part of the said building;

(b) The registered proprietor for the time being, tenant of such registered proprietor or occupant of a residential apartment, retail unit, must not grant or permit to be granted or enter into any agreement to grant any form of lease, licence or sub-lease of any car parking space or area, or otherwise part with possession of a carparking space or area to any person other than:

(i) a registered proprietor for the time being;

(ii) a tenant of the registered proprietor; or

(iii) an occupier of another residential apartment or retail unit within or forming part of the building.

D28(b) (C) In the event of any strata subdivision of the land, the Registered Proprietor shall procure that:

(i) each utility lot (as defined in Section 39(1) of the Strata Schemes (Freehold Development) Act 1973 (as amended) in the Strata Plan; and

(ii) each car parking space or area contained or referred to in the Strata Scheme (Freehold Development) Plan not being a utility lot

will be subject to a Restriction on User pursuant to Section 39 of the Strata Scheme (Freehold Development) Act 1973 (as amended) in the form set out in sub-paragraphs (a) and (b) of this covenant.

OFF: X 6291903
X 6873192
X 6873193

(G) Certified correct for the purposes of the Real Property Act 1900.

DATE:

Signed in my presence by the applicant who is personally known to me.

Signature of witness:

Signature of applicant:

Name of witness:

Address of witness:

Signature of witness:

Name of witness:

Address of witness:

by his/her/its attorney pursuant to Power of Attorney

Book No

Signature of attorney:

THE COMMON SEAL of CITY OF SYDNEY by)
its duly appointed Attorney)
PETAR VLADETA Power of Attorney registered)
number 393 book 4275 in the presence of

Signature of authorised person:

Signature of authorised person:

Print Name of authorised person:

Print Name of authorised person:

Office held: PA to Director

Office held: DIRECTOR, LEGAL AND SECRETARIAT

THE COMMON SEAL OF
MERITON APARTMENTS PTY LIMITED
ACN 000 644 888

was hereunto affixed pursuant to a resolution
of the Board of Directors by a Director
and the Secretary in the presence of:

Director

Secretary



(33) The following conditions apply to car parking:

- (a) The on-site car parking spaces, exclusive of service and visitor spaces are not to be used by those other than an occupant, tenant or resident of the subject development. Any occupant, tenant, lessee or registered proprietor of the development site or part thereof shall not enter into an agreement to Lease, license or transfer ownership of any car parking space to those other than an occupant, tenant, lessee or resident of a unit in the building. Any such rights shall be attached to the lease or licence not to the person. This restriction is to be noted on the Section 149 Certificate under the Environmental Planning and Assessment Act 1979 for the subject premises.
- (b) Prior to issue of a Construction Certificate under the Environmental Planning and Assessment Act 1979 a documentary Restrictive Covenant is to be registered on the Title (or Titles) of the development site pursuant to Section 88E of the Conveyancing Act 1919, to the effect of (a) above. The Covenant is to be created appurtenant to Council, at no cost to and to the satisfaction of Council.
- (c) Any future Strata subdivision of the building and site is to include a Restriction on User pursuant to Section 39 of the Strata Schemes (Freehold Development) Act 1973 as amended, burdening all utility car parking allotments in the Strata Plan and/or an appropriate Restrictive Covenant pursuant to Section 88B of the Conveyancing Act 1919, burdening all car parking part-lots in the Strata Plan to the effect of (a) above.

STRATA SUBDIVISION

- (34) Any proposal to subdivide the western sector of the World Square site to define in stratum the boundaries of the subject development site and separate in Title the subject development from the remainder of the site will require separate applications to Council to obtain Development Consent to the proposal and subsequent approval and endorsement of the Plan of Subdivision and issue of a Subdivision Certificate in accordance with Section 109 of the Environmental Planning and Assessment Act 1979 as amended.
- (35) Any proposal to Strata subdivide the subject development is to be undertaken in accordance with the provisions of the Strata Schemes (Part Strata) Amendment Act 1994. Should the development comprise an allotment or allotments in separate current registered plans the separate Strata Plans of those allotments will require approval and endorsement in accordance with Section 37 of the Strata Schemes (Freehold Development) Act 1973 as amended. Such Strata Plans are to include the creation of appropriate easements, Rights of Way, Restrictions on Use or other covenants to Council's satisfaction to ensure that the registered proprietor of any car parking utility lot in either Strata scheme is concurrently a registered proprietor of a residential, retail or commercial lot in the World Tower Strata scheme, such lot not being a utility lot.

Form: 15SO
Release: 2.1
www.lands.nsw.gov.au

**ORDER AFFECTING
A STRATA SCHEME**

New South Wales
Sections 157, 158, 159 or 183
Strata Schemes Management Act 1996



PPRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	CP/SP 71067		
(B) LODGED BY	Document Collection Box 112	Name, Address or DX, Telephone, and LLPN if any Suzie Broome & Company Strata Lawyers DX 10521 NORTH SYDNEY Tel: 9922-7373 Reference: SBC: 814	CODE SO
(C) APPLICANT	The Owners - Strata Plan No. 71067		
(D) STRATA PLAN NUMBER	SP 71067		

(E) The applicant requests the Registrar General to give effect to the order made under section 158 of the Strata Schemes Management Act 1996 by the Consumer, Trader and Tenancy Tribunal, a copy of which, certified to be a true copy by the Registrar of the Tribunal, is annexed hereto and marked "A"

DATE 10 February 2010

(F)

Certified correct for the purposes of the Real Property Act 1900 by the person whose signature appears below.

Signature:

Signatory's name: Beverley Hoskinson-Green

Signatory's capacity: Applicant's solicitor

"A"

CONSUMER, TRADER AND TENANCY TRIBUNAL Strata & Community Schemes Division

APPLICATION NOS: SCS 09/48350 and SCS 09/48353

STRATA SCHEMES: Strata Plan 71067 and Strata Plan 74957

PREMISES: 91-95 Liverpool Street, Sydney NSW 2000 and
650 George Street, Sydney NSW 2000

APPLICANT: Owners Corporation SP 71067 and
Owners Corporation SP 74957

RESPONDENT: Bruno Angelo Rossetto – owner of lot 370 (SP
72262 as a subsidiary of SP 71076) and lots 54 &
55 (SP 74957)

LEGISLATION: *Strata Schemes Management Act 1996*

KEYWORDS: Access; By-laws

ORDERS

1. That Bruno Angelo Rossetto, owner of lot 370 in SP 72262 and lots 54 and 55 in SP 74957 allow access to each of the lots to the Owners Corporation for SP 71067 and SP 74957 and their respective servants and agents (including but not limited to engineers, architects, builders, contractors and other advisers) for the purpose of carrying out such tests necessary as recommended to the Owners Corporation in order to determine as conclusively as possible the source of water ingress through the podium slabs into the Owners Corporations' respective buildings within 28 days of this order.
2. That Bruno Angelo Rossetto, owner of lot 370 in SP 72262 and lots 54 and 55 in SP 74957 allow access to each of the lots to the Owners Corporation for SP 71067 and SP 74957 and their respective servants and agents (including but not limited to engineers, architects, builders, contractors and other advisers) for the purpose of carrying out such work necessary as recommended to the Owners Corporation in order to rectify any damage to the common property to prevent the ingress of water through the podium slabs into the Owners Corporations' respective buildings within 28 days of order number 1 being complied with.

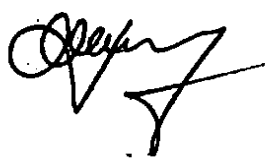
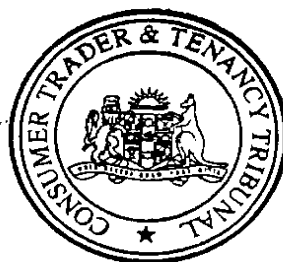
This is a certified true copy of the order.

D. House

For Registrar

Date: 25/1/10


3. The respondent shall not obstruct or hinder the applicant in carrying out orders 1 and 2.
4. The parties shall negotiate a suitable time between themselves to give effect to orders 1 and 2. The applicant shall give the respondent at least 72 hours notice of a suitable time for each order.
5. That a by-law in the terms set out in Part 1 of Attachment D to the submission in support of the application for Strata Schemes Adjudicator's orders be made in respect of Strata Plan 71067.
6. That a by-law in the terms set out in Part 2 of Attachment D to the submission in support of the application for Strata Schemes Adjudicator's orders be made in respect of Strata Plan 74957

J Halliday
Strata Schemes Adjudicator

12 January 2010

This is a certified true copy of the order.


.....
For Registrar
Date: 25/1/10

CONSUMER, TRADER AND TENANCY TRIBUNAL Strata & Community Schemes Division

REASONS FOR DECISION

APPLICATION NO: SCS 09/48350 and SCS 09/48353

APPLICATION

The Owners Corporation SP 71067 and SP 74957 filed applications against Bruno Rossetto, owner of lot 370 in SP 72262 being a subsidiary strata of SP 71067 and lots 54 and 55 in SP 74957 seeking orders by an Adjudicator for access to the lots for the purpose of investigating the cause of water leaks, and repairing such leaks if necessary, from the respondent's lots to other areas of the strata schemes.

Both Owners Corporations also seek orders for the making of a relevant by-law in respect of the lots.

SUBMISSIONS

Applicant

The applicant submitted a submission in support of the orders sought attached to the application seeking orders. The relevant information may be summarised and/or quoted as follows.

Strata Plans 71067 (World Tower, Liverpool Street) and 74957 (George St) adjoin one another and part of the terrace on Level 14 of SP 74957 is superimposed over a portion of Level 13 in SP 71067. Both buildings in each strata plan have large terraces on Level 14.

The respondent owns lots in both strata schemes which form the whole of the terrace area on Level 14 of both buildings. The respondent conducts a child care centre on his lots and uses the terraces as an outdoor recreation area for those child care centres.

The respondent has erected or caused to be erected, metal structures on the terraces to support shade sails over the terrace area. In doing so the respondent has removed the balustrade and part of the concrete hob ('the works') at the western end of the lot in SP 71067 to create a passage across the terraces of the two buildings.

This is a certified true copy of the order.

D. House
.....
For Registrar
Date: 25/1/10

The works above have pierced the waterproof membrane covering the terraces of the respective buildings and appear to be the source of water ingress into the respective buildings.

None of the works carried out by or caused by the respondent have been approved by the respective Owners Corporations. Minutes of the Executive committee Meeting held 2 August 2004 declined to approve a request for the installation of a sail on the grounds that it would change the appearance of the building.

The water ingress to SP 71067 lots and common property has resulted in Adjudicators orders against the Owners Corporation to *'ensure that all necessary works are carried out to prevent the ingress of water....'* A copy of the Adjudicators decision is attached.

Water ingress has also occurred to SP 74957.

Numerous attempts to solve this water ingress problem have been attempted and whilst the entire problem has not been rectified, some reduced flow of water ingress has been achieved. The buildings are still leaking.

Some initial observations have been possible by suitably qualified firms to look at the issue. Advice from Polyseal Waterproofing Technologies Pty Ltd (Polyseal) has indicated that *"Base plate fixings through the membrane under the Astroturf have not been adequately sealed allowing water to pass beyond the installed membrane level and track beneath the membrane"*.

Further investigation is advised.

The applicant has sought access to the lot for such further investigation but such access has been denied by the respondent.

As already noted, there is no approval in place, formal or informal, for the building works that have been carried out on the respondent's lots.

Whilst many owners find the sails less than pleasing to the eye and not in keeping with the external appearance of the building, they also recognise the need for those sails to provide protection for the children from the sun and weather.

The Owners Corporation also believe that they are entitled to the payment of money by the respondent in consideration of a grant of approval for the keeping of the sails on the podiums but in the interests of obtaining the consent by the respondent to the proposed by-laws, removed that requirement from the draft by-laws.

Notwithstanding the necessity for the shade sails as part of the respondent's business, the interference with the common property caused by the multiple fixings through the common property waterproof membrane into the common property slabs for the shade sail structures requires authorisation by the

This is a certified true copy of the order.

.....D. House.....
For Registrar
Date: 25/1/10

owners of the relevant common property by means of a special privilege by-law under section 52 of the Act.

Similarly the removal of the balustrade and the hob at the western end of lot 370 in SP 72262 requires authorisation by the owners of that common property by mean of a special privilege by-law under section 52 of the Act.

The applicant argues that by-law 5 does not apply wherein the Owners Corporation could give approval to the damaging of the common property because what the respondent has done is to construct permanent fixtures rather than simply driving a nail or screw into the common property.

Further, any conditions on approval under by-law 5 cannot include the delegation by the Owners Corporation of its responsibility to repair and maintain the affected common property.

There is no direct equivalent of by-law 5 in SP 74957 but attention is drawn to the provisions of by-laws 7.5 and 7.6 which restrict the use of the terraces by the owners of lots with terraces and make it clear that the owners of those lots are not authorised to interfere with the common property by carrying out the type of building works effected by the respondent.

The applicant has provided a draft by-law which it believes satisfies the requirements of section 52 and authorises the installation of the shade sails, authorises the demolition of the balustrade and hob, imposes an obligation upon the respondent to maintain and repair the common property affected by the respondent's works and to indemnify the Owners Corporation against loss and damage caused by the respondent installing and keeping the shade sails and demolishing (and keeping demolished) the balustrade and hob.

The applicant seeks the orders as sought.

Respondent

The respondent did not file any submission in response to the application for orders.

DECISION

I have dealt with both applications (09/48350 & 09/48353) together due to the nature of the strata schemes and commonality of the issue and orders sought.

From the strata plans filed I do not disagree with the conclusion of the applicant that the terraces are not common property, however the lower half of the slab of level 14 is common property to SP 71067 and the upper half of the slab on level 14 is common property to SP 74957.

I am satisfied on the evidence before me that the respondent has not had permission from the Owners Corporation to erect the sails, demolish the balustrade or remove the hob from the western end of the building (the work).

This is a certified true copy of the order.

D. House
.....
For Registrar
Date: 25/1/10

I am satisfied that the respondent has caused damage to the common property of the strata schemes by either doing the work or causing that work to be performed and is in breach of by-law 5 and/or 7.5 and 7.6 of the relevant strata schemes. There is no evidence to rebut the applicant's case.

I am also satisfied that both strata schemes suffer from water ingress. The report from Polyseal is clear and unambiguous in this regard. That report goes on to state that further investigation is necessary to determine the extent of damage due to the works being carried out.

The evidence satisfies me that the applicant has sought access from the respondent to the lots to carry out further investigations into the water ingress and that the respondent has refused that request.

It is not entirely clear why this request has been refused, although some insight to the refusal may be gleaned through the e mail correspondence between the strata manager and the building consultant engaged to carry out the investigative work.

The applicant is under a legislative duty to repair and maintain the common property of a strata scheme vide section 62 of the Act. I accept this application stems from that obligation.

The respondent has not put forward any evidence as to why access should be reasonably refused in this instance. I can certainly see no cogent reason to decline making the orders on the evidence before me. The building is leaking and the source must be located and the problem solved. The evidence before me indicates that the source of the water leak is the respondent's lot. I am of the opinion that ample opportunity must be afforded the applicant to determine this issue in all of the circumstances.

The orders for access are made as sought.

Attention must be now given to the unauthorised work performed on the respondent's lots. The matter must be resolved. One manner is to order the removal of the unauthorised work and order the respondent to repair and restore the common property.

The other way in which to resolve the issue is to consider the option currently put forward by the applicant.

I concur with the applicant that this matter does not necessarily fall within the ambit of by-law 5 and should be dealt with otherwise.

The respondent has been given the opportunity to legalise the entire works on the lot by consenting to the proposed draft by-laws pursuant to section 52.

The Owners Corporation bring this application under section 158 seeking an Adjudicator to make the necessary by-law due to the unreasonable refusal of the respondent to consent to the draft by-laws.

This is a certified true copy of the order.

D. House
.....
For Registrar
Date: 25/11/10

I must consider if the respondent has unreasonably refused his consent to the making of the proposed by-laws.

The section uses the word '**unreasonably**' in the context of refusing to consent to the proposed by-laws. In deciding this matter, I must carefully examine the meaning of the word '**unreasonably**'.

Davies J in Curragh Coals Sales Co Pty Ltd -v- Wilcox (1984) FCR 46 stated that the word should be given its everyday meaning. The Macquarie Dictionary provides the following definitions:-

"reason" - sound judgment or good sense

"reasonable" - agreeable to reason or sound judgment, endowed with reason

"unreasonable" - not reasonable, not endowed with reason, not guided by reason or good sense, not based on or in accordance with reasonable sound judgment.

As I have indicated above, there appears to be no cogent reason access has been denied by the respondent to the applicant, similarly I can find no cogent reason why the respondent would refuse his consent to the proposed by-laws to tidy up a situation so required by-law.

I am satisfied that the respondent has been made aware of the water ingress problem by the applicant.

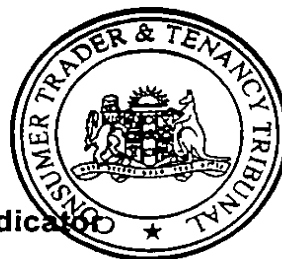
I am not satisfied that the respondent has in effect made a decision based on good sense or sound judgement and that his refusal to consent to the proposed by-laws is not guided by reason or good sense. The structure is not authorised and this is an opportunity to remedy the unauthorised works. There is damage caused to the common property by the works and the by-law recognises the liability of the respondent to repair and maintain that part of the common property affected by the currently unauthorised works.

The respondent has unreasonably refused to consent to the proposed by-laws.

The orders for the proposed by-laws are made as sought.




J Halliday
Strata Schemes Adjudicator



12 January 2010

This is a certified true copy of the order.


.....
For Registrar
Date: 25/1/10.

ATTACHMENT "D"

Part 1:

By-law in respect of Strata Plan 71067:

SPECIAL BY-LAW No. ** - Approval of Existing Building Works On Podium

- (1) The owners corporation acknowledges and agrees that:
 - (a) the building works, fixtures and fittings described in the Schedule to this by-law (the "**Works**") in respect of Lot 370 in Strata Plan 72262 (the "**Lot**") have been installed on behalf of the owner of the Lot;
 - (b) the Works have been installed in the Lot for the purpose of improving or enhancing the use or benefit of the Lot for the occupier thereof; and
 - (c) on the conditions set out in this by-law, the owner for the time being of the Lot (the "**Owner**") has had and shall have a special privilege to keep and maintain the Works and a right of exclusive use and enjoyment of that part of the common property affected by the Works.
- (2) The Owner is liable and remains liable for any damage caused to any part of the common property as a result of the installation, keeping and/or maintenance of the Works in respect of the Lot and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- (3) 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 as they become worn out, defaced or inoperable.
- (4) Without limiting any other clause in this by-law, if any part of the Works (including any building works to complete or maintain the Works) pierces or damages, or has pierced or damaged, the surface of the terrace of the Lot, the hob on that part of the boundary wall formerly supporting the balustrade at the western end of the terrace of the Lot or any other part of the common property abutting that terrace, the Owner is liable for the costs of rectification, to the satisfaction of the Owners Corporation, of any and all damage to:
 - (a) the waterproof membrane under the paved floor of the terrace of the Lot; and/or

This is a certified true copy of the order.

D. House

For Registrar

Date: 25/1/10

Suzie Broome & Company – Strata Lawyers

9/13

- (b) the hob or any other part of the boundary wall formerly supporting the balustrade at the western end of the terrace of the Lot; and/or
 - (c) that other part of the common property,
arising out of or caused by or resulting from that piercing of or damage to the surface of the terrace of the Lot, the hob or the boundary wall at the western end of the terrace of the Lot or any other part of the common property affected by the Works.
- (6) The Owner must indemnify the owners corporation against any loss, damage, cost, charge or expense incurred or sustained by the owners corporation and/or by the owner or occupier of any other lot in the strata scheme as a result of or arising out of the implementation, keeping and/or maintenance of the Works on or adjacent to the common property slab on the terrace of the Lot and/or the removal of all or part of the hob or any other part of the boundary wall formerly supporting the balustrade at the western end of the terrace of the Lot.
 - (7) The Works and all maintenance, repairs and/or replacement thereof must be undertaken at the cost of the Owner.
 - (8) Nothing in this by-law authorises the Owner to install any fixtures and fittings on the terrace of the Lot or affixed to any other part of the common property abutting that terrace other than the Works.
 - (9) The Owner must not affix any signage or advertising material of any nature whatsoever to any part of the Works including by means of painting, drawing or otherwise depicting signage on the surface of any sails installed as part of the Works or on any windbreak installed on the terrace of the Lot.
 - (10) The Owner is liable for, and must reimburse the owners corporation for, the costs of registration of this by-law.
 - (11) If the Owner fails to comply with any obligation under this by-law in respect of the Works, 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 that work;
 - (c) recover the costs of carrying out that work from that 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.

This is a certified true copy of the order.

D. House
.....
For Registrar
Date: 25/1/10

SCHEDULE

Lot No. Building Works, Fixtures & Fittings Authorised in this By-law

370	Installation of metal posts and other fittings to support fabric sails installed on the terrace of the Lot; Removal of balustrade at western end of the terrace of the Lot; Removal of part or all of the hob formerly supporting the balustrade at the western end of the terrace of the Lot;
-----	--

Part 2:

By-law in respect of Strata Plan 74957

SPECIAL BY-LAW No. ** - Approval of Existing Building Works On Podium

- (1) The owners corporation acknowledges and agrees that:
 - (a) the building works, fixtures and fittings described in column 2 of the Schedule to this by-law (the "**Works**") opposite the lot specified in column 1 of the Schedule (each of which is referred to in this by-law as a "**Lot**") have been installed on behalf of the owner or owners of the Lots;
 - (b) the Works have been installed in the Lots for the purpose of improving or enhancing the use or benefit of the Lots for the occupiers thereof; and
 - (c) on the conditions set out in this by-law, the owner for the time being of the Lot (the owner of each Lot being described in this by-law as the "**Owner**" and collectively as the "**Owners**") has had and shall have a special privilege to keep and maintain the Works and a right of exclusive use and enjoyment of that part of the common property affected by the Works.
- (2) Each Owner is liable and remains liable for any damage caused to any part of the common property as a result of the installation, keeping and/or maintenance of the Works in respect of that Owner's Lot and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- (3) Each Owner must, at the cost of that Owner, maintain the alterations and additions installed in the course of the Works (including but not

This is a certified true copy of the order.

For Registrar

Date: 25/1/10

Suzie Broome & Company – Strata Lawyers

11/13

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 as they become worn out, defaced or inoperable.

- (4) Without limiting any other clause in this by-law, if any part of the Works (including any building works to complete or maintain the Works) pierces or damages, or has pierced or damaged, the surface of the terrace of the Lot or any other part of the common property abutting that terrace, the Owner is liable for the costs of rectification, to the satisfaction of the Owners Corporation, of any and all damage to:

(a) the waterproof membrane under the paved floor of the terrace of the Lot; and/or

(b) that other part of the common property,

arising out of or caused by or resulting from that piercing of or damage to the surface of the terrace of the Lot or any other part of the common property affected by the Works.

- (5) Each Owner must severally indemnify the owners corporation against any loss, damage, cost, charge or expense incurred or sustained by the owners corporation and/or by the owner or occupier of any other lot in the strata scheme as a result of or arising out of the implementation, keeping and/or maintenance of the Works on or adjacent to the common property slab forming that Owner's Lot.

- (6) The Works and all maintenance, repairs and/or replacement thereof must be undertaken at the cost of the Owner of the Lot to which the Works relate.

- (7) Nothing in this by-law authorises any Owner to install any fixtures and fittings on the terrace of that Owner's Lot or affixed to any other part of the common property abutting that terrace other than the Works.

- (8) The Owner must not affix any signage or advertising material of any nature whatsoever to any part of the Works including by means of painting, drawing or otherwise depicting signage on the surface of any sails installed as part of the Works or on any windbreak installed on the terrace of a Lot.

- (9) The Owner is liable for, and must reimburse the owners corporation for, the costs of registration of this by-law.

- (10) If an Owner fails to comply with any obligation under this by-law in respect of the Works on or adjacent to that Owner's Lot, 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 that work;

(c) recover the costs of carrying out that work from that Owner,

This is a certified true copy of the order.

D. House
For Registrar
Date: 25/11/10

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.

SCHEDULE

Lot No. Building Works, Fixtures & Fittings Authorised in this By-law

54	Installation of metal posts and other fittings to support fabric sails installed on the terrace of the Lot;
55	Installation of metal posts and other fittings to support fabric sails installed on the terrace of the Lot;

This is a certified true copy of the order.

D. House
.....
For Registrar
Date: 25/1/10

Form: 15CH
 Edition: 1705

CONSOLIDATION/ CHANGE OF BY-LAWS

New South Wales
 Strata Schemes Management Act 2015
 Real Property Act 1900

Leave this space clear. Affix additional



AN940121R

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

For the common property CP/SP71067

(B) **LODGED BY**

Document Collection Box <i>W</i>	Name, Address or DX, Telephone, and Customer Account Number if any C/- Chambers Russell Lawyers GPO Box 7100 SYDNEY NSW 2001 P (02) 8248 2800 Reference (optional): 180094	CODE CH
--	--	-----------------------

(C) The Owners-Strata Plan No 71067 certify that a special resolution was passed on 5 November 2018

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—

(E) Repealed by-law No. 39
 Added by-law No. 39-43, 45-47; SPECIAL BY-LAW 16
 Amended by-law No. 4, 10-11, 14-15, 26-27, 32, 37

as fully set out below:

See Schedule 1 of Annexure A.

(F) A consolidated list of by-laws affecting the abovementioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure. A

(G) The seal of The Owners-Strata Plan No. 71067 was affixed on 10 DECEMBER 2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature *[Signature]*
 Name ANTHONY MAROON
 Authority STRATA MANAGER



Signature
 Name
 Authority

Annexure A to Form 15CH

Consolidated by-laws

The Owners—Strata Plan No 71067

91 Liverpool Street, Sydney NSW 2000



Signed by the person(s) who attested the affixing of the seal of the Owners Corporation to the Form 15CH Consolidation / Change of By-Laws to which this document is Annexed.

Table of Contents

Item	Description	Page
Schedule 1	Consolidated By-Laws	7
	Developer by-laws registered with the strata plan as amended	7
1	Noise	7
2	Vehicles	7
3	Obstruction of common property	7
4	Damage to common property	7
5	Behaviour of owners and occupiers	8
6	Children playing on common property in building	8
7	Behaviour of invitees	8
8	Depositing rubbish and other material on common property	8
9	Drying of laundry items	8
10	Safety, security and fire safety	8
11	Security Systems	9
12	Cleaning windows, doors and balconies	10
13	Storage of inflammable liquids and other substances and materials	10
14.1	General controls	10
14.2	Repair, protection and cleanliness	10
14.3	Bond	11
14.4	Recovery of amounts	11
15	Floor coverings	11
16	Garbage disposal	12
17	Keeping of animals	13
18	Appearance of lot	13
19	Notice-board	13
20	Change in use of lot to be notified	14
21	Cleanliness of lot	14
22	Access to lots	14
23	Recreational Facilities	14
23.1	Generally	14
23.2	The Pool and gym	15
23.3	Risk	15
23.4	Booking	16
23.5	Damage	16
24	Air conditioning	16
25	Facilities	16
26	Commercial signs	16
27	Access keys	17
28	Balconies	19
29	Enclosed balconies	19
30	Government charges	19
31	Overcrowding	19

32	Provision of amenities or services	19
33	Controls on hours of operation and use of facilities	20
34	Compliance with planning and other requirements	20
35	Service of documents on owner of lot by owners corporation	20
36	Compliance with law	20
37	Recovery of Costs	20
38	Fire Brigade Call Outs	21
39	Short-term letting	21
39.1	Prohibition on short-term rental accommodation arrangements	21
39.2	Compliance with planning and other requirements	22
39.3	Residential Tenancies Act	22
39.4	Duration of tenancies	22
39.5	Principal place of residence	22
39.6	Procedures where a lot is a principal place of residence	22
40	Window safety devices	23
40.1	Installation	23
40.2	Common property rights	23
40.3	General conditions	23
40.4	Building Works	23
40.5	Conditions applying to building works	24
40.6	Default	24
40.7	Recovery of amounts	24
40.8	Consents	24
41	Cosmetic Works and Minor Renovations	24
41.1	Cosmetic work	24
41.2	Minor renovations	25
41.3	Application	25
41.4	Delegation of functions	25
41.5	Consents	25
41.6	Definitions	25
42	Material thrown from balconies or windows	25
43	Intercom systems	26
43.1	Common property rights	26
43.2	Building Works	26
43.3	Recovery of amounts	26
43.4	Consents	26
43.5	Definitions	27
45	Unattended goods in car spaces	27
45.1	General prohibition	27
45.2	Uncollected goods	27
45.3	Notices	27
45.4	Recovery of expenses	27
46	Methods and procedures	28
46.1	Approvals	28
46.2	Bond	28
46.3	Acting through others	29
46.4	Liability for occupiers and invitees	29

46.5	Exercise of care, skill and compliance with law	29
46.6	Obligation to do work to remedy breach	29
46.7	Conditions attaching to remedial work	29
46.8	Power to carry out work and recover costs	30
46.9	Application of the Civil Liability Act 2002	30
47	Definitions and interpretation	30
47.1	Interpretation	30
47.2	Functions of the owners corporation	31
47.3	Severability	31
47.4	Original by-laws	31
47.5	Definitions	31
44	Exclusive use rights of outside area for lot 2	35
	Special By-Law 1	35
	Special By-Law 3	36
	Special By-Law 4	36
	Special By-Law 5: Authorisation of Building Works in Lots 9 & 10	37
(1)	Grant of Special Privilege and Exclusive Use Right	37
(2)	Conditions	37
(3)	Liability and Indemnity	38
(4)	Other Rights and Obligations	38
(5)	Costs	38
(6)	Obligations of Owners	38
(7)	Transfer of Ownership	38
(8)	Repeal of By-laws	38
	Special By-Law 5: Approval of Existing Building Works On Podium	38
	Special By-Law 6: Removal of Certain Boundary Walls in Lots 9, 10, 11 and 12	40
(1)	Grant of Special Privilege and Exclusive Use Rights	40
(2)	Definitions	41
(3)	Conditions	41
(4)	Change of Ownership of Lots	42
(5)	Joint and Several Obligations	42
	Special By-Law 10: Exclusive Use of Common Property in Front of Sculpture Podium by Lot 2	42
(1)	Grant of Exclusive Use Right	42
(2)	Conditions	43
(3)	Indemnity	43
(4)	Insurance	43
(5)	No consideration	43
(6)	Access	43
	Special By-Law 12	44
	Special By-Law 13	45
	Special By-Law 14: Authorisation of Building Works in Lots 36 & 37	46
(1)	Grant of Special Privilege and Exclusive Use Right	46
(2)	Conditions	46
(3)	Liability and Indemnity	47
(4)	Other Rights and Obligations	47
(5)	Costs	47

(6)	Obligations of Owners	47
	Special By-Law 16	48
	Conditions	48
	Definitions and Notes	48
	Condition 1 - Before commencing the Works	48
	Condition 2 - While carrying out the Works	48
	Condition 3 - After carrying out the Works	49
	Condition 4 - At all times	49
	Annexure A Building Works Conditions	50
1	Building Works Conditions	50
1.1	General conditions applying to Building Works	50
1.2	Connection to services	50
1.3	Cleanliness, protection and rectification	50
1.4	Bond	51
1.5	Plans and specifications	51
1.6	Insurance	51
1.7	Ownership of works	51
1.8	Definitions	51

Schedule 1 Consolidated By-Laws

Part 1 General management and control

1 Noise

- 1.1 An owner or occupier of a lot must not create any noise or odour 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.

2 Vehicles

- 2.1 An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the owners corporation.
- 2.2 An owner, occupier or an invitee of an owner or occupier must not under any circumstances, wash or perform any mechanical duties to their motor vehicle on common property. This by-law does not preclude the washing of motor vehicles on the common property designated as "Car Wash Bay" on the Strata Plan.

3 Obstruction of common property

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

4 Damage to common property

- 4.1 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 except with the prior written approval of the owners corporation.
- 4.2 An approval given by the owners corporation under subclause 4.1 cannot authorise any additions to the common property.
- 4.3 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 to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any sign to advertise the activities of the owner or occupier of the lot, subject to and in accordance with any applicable requirements of any law or any other by-law of the strata scheme, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot, or
 - (e) any structure or device to prevent harm to children,
- unless the device is likely to affect the operation of fire safety devices in the lot or common property or to reduce the level of safety in the lots or common property.
- 4.4 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, consistent with any guidelines established by the owners corporation about the same or, in the absence of guidelines, in keeping with the appearance of the rest of the building.

- 4.5 Despite section 106 of the Management Act, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause 4.3 that forms part of the common property and that services the lot.

5 Behaviour of owners and occupiers

- 6.1 An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to be in a common area at the parcel unless accompanied by an adult exercising effective control.

6 Children playing on common property in building

- 6.1 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.

7 Behaviour of invitees

- 7.1 An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier (including but not limited to, all customers and staff) 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.

8 Depositing rubbish and other material on common property

- 8.1 An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

9 Drying of laundry items

- 9.1 An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building.

10 Safety, security and fire safety

- 10.1 The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.
- 10.2 Without limiting by-law 10.1, an 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, subject to compliance with applicable laws and regulations regarding fire safety.
- 10.3 Owners and occupiers of lots must ensure that they maintain any fire safety equipment (including without limitation smoke detectors) in their lots in an operative state (including without limitation ensuring that batteries in smoke detectors are changed as required) and are required, at their cost, to do such work as is necessary to ensure that they comply with their obligations under this by-law.
- 10.4 If an owner or occupier of a lot causes a fire safety measure at the parcel (whether in a lot or in common property) to cease functioning or to cease functioning effectively that owner or occupier is required, at their cost, to do such work as is necessary to cause that fire safety measure to return to a functioning (or effectively functioning) state and must do so immediately and in compliance with all applicable laws.

- 10.5 Within the meaning of section 120 of the Management Act, if:
- (a) work is required to be carried out by an owner or occupier of a lot under a term or condition of this by-law; and
 - (b) that owner or occupier fails to carry out that work;
- then the owners corporation may carry out that work and may recover the cost of carrying out that work from that owner or occupier or any person who, after the work is carried out, becomes the owner of that lot.

11 Security Systems

- 11.1 For the purpose of the control, management, administration, use and enjoyment of the lots and common property in the strata scheme and in particular but without limitation the security and safety of the owners and occupiers of lots in the strata scheme and visitors thereto, the owners corporation has installed or may install, security and access systems in the strata scheme incorporating:
- (a) access control systems to the front door, lifts, car parking and common property facilities including the pool, sauna and gymnasium;
 - (b) closed circuit television surveillance systems in the entry foyer and such other areas of the common property as the strata committee, acting reasonably, considers appropriate from time to time; and
 - (c) audio intercom systems to control access to the front door and lifts and any other area of the strata scheme which the strata committee, acting reasonably, considers necessary or appropriate.
- 11.2 The security systems authorised under this by-law include all necessary electrical and other cabling and conduit (however described), telecommunications installation and connection, machinery and equipment required for the effective installation and operation (including monitoring) of the security systems installed from time to time in the building, handsets and display screens connected to and/or forming part of the security system, software programs and the repair, maintenance, upgrade and/or reconfiguration and/or disablement of the security system or any part thereof from time to time.
- 11.3 In order to:
- (a) protect the safety and security of owners and occupiers of lots in the strata scheme and visitors thereto; and
 - (b) in particular but without limitation, ensure that unauthorised persons do not gain access to the building, lifts, particular floors and/or common property facilities, the owners corporation may from time to time by resolution of its strata committee disable or disconnect any part of the security system or install additional or alternative equipment or software as the strata committee considers reasonable and appropriate.
- 11.4 For the avoidance of doubt, the security systems described in this by-law are common property or personal property vested in the owners corporation which remain at all times under the ownership and control of the owners corporation.
- 11.5 An owner or occupier must not, and must procure that their visitors do not, deface, damage, remove, replace or interfere in any way with any part of the security systems installed in or about the strata scheme.
- If and to the extent that an owner or occupier, or visitor to that owner or occupier, interferes in any way with any part of the security systems, that owner or occupier is liable for the costs of rectifying any damage caused by that owner or occupier, or that visitor to that owner or occupier, including any indirect or consequential loss or damage and the costs of the owners corporation in recovering those costs.

12 Cleaning windows, doors and balconies

- 12.1 Except in the circumstances referred to in clause 12.2 an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, and the surfaces of any balcony of their lot, including so much as is common property, .
- 12.2 The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors or balconies that cannot be accessed by the owner or occupier of the lot safely or at all.

13 Storage of inflammable liquids and other substances and materials

- 13.1 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.
- 13.2 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 other material in a fuel tank of a motor vehicle or internal combustion engine.
- 13.3 An owner or occupier of a lot must not store any inflammable chemical, liquid or gas or other inflammable material, in their designated storage cages located on Level 3 of the building.

14 Moving

14.1 General controls

- (a) An owner or occupier of a lot must not move in or out of the strata scheme, nor transport any furniture or large object (being an object that cannot easily be carried by one person and in any event which is no greater than 1m in size in any dimension) through or on the common property ("**Move**" or "**Moving**") unless they have first given 7 days' notice. While-ever there is a building manager or caretaker, that notice is to be given to that building manager or caretaker.
- (b) The owners corporation may arrange for its nominee to be present at the time when Moving occurs.
- (c) The owners corporation may determine that Moving is only to occur in a specified manner, provided that such a determination is of no effect to the extent that it is inconsistent with the by-laws of the strata scheme, including this by-law.
- (d) If the owners corporation has determined the manner in which Moving is to occur, an owner or occupier of a lot must not Move except in accordance with that determination.

14.2 Repair, protection and cleanliness

An owner or occupier of a lot must:

- (a) Ensure that they Move in accordance with any applicable law.
- (b) Ensure that they Move in a proper manner and exercising reasonable care.
- (c) Ensure that they do work necessary to repair any damage to the common property or clean any rubbish or debris from the common property caused by their Moving, and further ensure that:
- (i) such work is done within 1 week from its occurrence; and
 - (ii) such work is done:

- (A) in accordance with any applicable law; and
- (B) in a proper and workmanlike manner and exercising due care and skill.

Note. *If an owner or occupier of a lot fails to repair damage under this by-law the owners corporation may by law be entitled to repair that damage and recover the cost from that owner or occupier, or any person who becomes the owner of their lot.*

14.3 Bond

An owner or occupier of a lot must pay a Bond to the owners corporation prior to their Moving so secure compliance with their obligations under this by-law.

14.4 Recovery of amounts

A debt due from an owner to the owners corporation in connection with this by-law:

- (a) bears interest as if it was an unpaid contribution; and
- (b) may be recovered by the owners corporation as if it was an unpaid contribution, including as to:
 - (i) any interest payable; and
 - (ii) the expenses of the owners corporation incurred in recovering those amounts.

Note. *The vote of an owner of a lot at a general meeting of the owners corporation may not count by law unless payment has been made before that meeting of amounts recoverable from the owner in connection with this by-law.*

15 Floor coverings

- 15.1 Without limiting the effect of any other by-law, an owner of a lot must ensure that all floor space within that owner's lot is covered or otherwise treated to stop the transmission of noise that might unreasonably disturb an owner or occupier of another lot in the strata scheme.
- 15.2 Without limiting the requirements of this by-law, if an owner wishes to install a floor finish other than carpet within that owner's lot, the owner must ensure that the acoustic performance standard measured in situ for any such floor finish (including insulation) achieves a weighted standard impact sound pressure level with spectrum adaptation term of not greater than 48 dB measured in accordance with ISO 140-7 and rated to ISO 717-2 or, if those measurements and/or ratings are no longer in force or applicable, then the Australian acoustic standard that most closely approximates those measurements and/or ratings to the intent that the replacement measurements and/or ratings afford to the strata scheme an enhanced (rather than reduced) acoustic measurement and/or rating.
- 15.3 An Owner must obtain the written consent of the strata committee before changing or altering the floor finish within a lot. The strata committee must deal promptly with a request for consent under this by-law and must not unreasonably refuse such request, providing that a report satisfying the requirements set out in clause 15.4 has been provided
- 15.4 An application for consent by an owner under clause 15.3 must include a report from a qualified acoustic engineer that analyses the proposed floor finish, method of installation and the effect on sound transmission including noise following installation. The report must state that the proposed floor finish is not likely to breach clause 15.1 and will comply with clause 15.2. The floor coverings (including carpet, underlay, glue adhesives and substrate) must be certified to the AS ISO 9239-1 fire rating standard, and meet the AS 4288-2003 standard.

- 15.5 Following the installation in a lot of a floor finish other than carpet, if there is any complaint about noise transmission through the floor of that lot, the strata committee may by resolution require, and if it does so the owner of the lot must provide the strata committee with, a certificate from a qualified acoustic engineer acceptable to the strata committee. The certificate must state that the qualified acoustic engineer has tested the floor finish as installed to ensure that the installation and resulting sound transmission meet the parameters set out in this by-law including those in the report required under clause 15.4. If such certificate is not provided to the strata committee within three months of the strata committee requesting it in writing, the owners corporation, by resolution of the strata committee, has the right to give a notice to the owner of the lot requiring the new floor finish to be replaced with carpet laid over heavy duty underlay at the cost of the owner.
- 15.6 The owners corporation is not entitled to require the new floor finish to be replaced with carpet if the failure of the owner to supply the acoustic engineers certificate is due in whole or in part to the inability of the acoustic engineer (acting reasonably) to gain access to the lot or lots below the lot in which the new floor finish is laid for the purpose of conducting acoustic testing.
- 15.7 An owner served with a notice from the owners corporation requiring the owner to cover the floor of the owner's lot with carpet laid over heavy duty underlay must comply with that notice within three months of service of that notice on the owner by the owners corporation.
- 15.8 This by-law does not apply to floor space comprising a terrace, balcony, car space, laundry, kitchen, lavatory or bathroom.

16 Garbage disposal

- 16.1 An owner or occupier of a lot (if and when the strata scheme does not have shared containers for garbage, recyclable material or waste):
- (a) must maintain such containers 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 (except in the case of containers for recyclable material) adequately covered, and
 - (b) must ensure that before garbage, recyclable material or waste is placed in the containers it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the containers within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the containers to the lot or other area referred to in paragraph 16.1(a), and
 - (e) must not place any thing in the containers 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 or recycling collector may have spilled from the containers and must take such action as may be necessary to clean the area within which that thing was spilled.
- 16.2 An owner or occupier of a lot (if and when the strata scheme has shared containers for garbage, recyclable material or waste):

- (a) must ensure that before garbage, recyclable material or waste is placed in the containers it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the containers and must take such action as may be necessary to clean the area within which that thing was spilled.
- 16.3 An owner or occupier of a lot must:
- (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
 - (b) notify the local council of any loss of, or damage to, containers provided by the local council for garbage, recyclable material or waste.
- 16.4 The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements and these by-laws.
- 16.5 This by-law does not authorise an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.
- 16.6 The garbage room located on each level of the building is for general waste (disposed of down the wall mounted chute), and recyclable waste (to be deposited in the Council recycling bin provided). All large items requiring disposal, such as furniture, white goods and electrical appliances, are to be taken to Level 8 of the building, and left in the designated disposal area.

Note. *In the event that an owner or occupier breaches this by-law, they will have obligations to remedy that breach under by-law 46.6, and in default of compliance, the owners corporation may be entitled to do the necessary work and recover the costs thereof from that owner or occupier as contemplated by by-law 46.8.*

17 Keeping of animals

- 17.1 An owner or occupier of a lot must not raise, breed or keep dogs, cats, birds, livestock or poultry (or without limitation any other animals) (collectively "**Animals**") on their 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.

18 Appearance of lot

- 18.1 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 (including, without limitation, the illumination of a lot to a noticeably higher level than that which exists in the rest of the building).
- 18.2 This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 9 done in accordance with that by-law.

19 Notice-board

- 19.1 An owners corporation must cause a notice-board to be affixed to some part of the common property.

20 Change in use of lot to be notified

- 20.1 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).

21 Cleanliness of lot

- 21.1 The owner and occupier of each lot must maintain the lot in a clean and tidy condition and free of vermin. Without limiting the generality of this by-law, the owner or occupier of a lot must clean the filters of any rangehood installed in the lot at any reasonable time on 3 days' notice from the owners corporation.

22 Access to lots

- 22.1 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.

Note. This by-law was previously by-law 20.2 of the developer by-laws registered with the strata plan.

23 Recreational Facilities

23.1 Generally

- (a) An owner or occupier must not allow the use of the Recreational Facilities by their invitees except when accompanied by that owner or occupier.
- (b) An owner or occupier must ensure that an adult exercising effective control accompanies any children or incapable persons using the Recreational Facilities.
- (c) The owners corporation may make rules, not inconsistent with these by-laws, regarding use of the Recreational Facilities.
- (d) An owner or occupier must not do any of the following, nor allow any of the following to be done in the Recreational Facilities:
 - (i) Smoking;
 - (ii) Consuming alcohol or using any other substance that limits or impedes mental or physical function;
 - (iii) Running or jumping;
 - (iv) Being inadequately clothed;
 - (v) Conducting any business (whether for reward or not) except with the express prior written consent of the owners corporation; or
 - (vi) Holding any function or party except with the express prior written consent of the owners corporation.
- (e) In addition to its other functions, the owners corporation may in its discretion close off and refuse access to the Recreational Facilities for any reasonable purpose, including for maintenance, repair, or improvement.
- (f) In addition to its other functions, the owners corporation may restrict access to the Recreational Facilities by way of the installation of locks, alarms, communication systems and other security devices.

23.2 The Pool and gym

- (a) In addition to the other requirements of this By-Law, an owner or occupier must not do any of the following, nor allow any of the following to be done in the Pool or its surrounds:
 - (i) Eating, drinking or spitting.
 - (ii) Bringing or using glass of any kind.
 - (iii) Bringing or using balls, boogie boards or large inflatable pool toys (for clarity except any device used to assist children or incapable persons).
 - (iv) Diving.
 - (v) Using soap, bubble bath, shampoo, hair tint or the like.
 - (vi) Nude bathing.
 - (vii) Playing music.
- (b) An owner or occupier must not enter or pass through the Property from the Pool while wet, nor allow their invitees to do so.
- (c) In addition to the other requirements of this By-Law, an owner or occupier must not permit a child under 14 years of age to enter or use the gym.

23.3 Risk

- (a) To the maximum extent permitted by law, owners, occupiers and any other persons who engage in any recreational activity at the parcel do so at their own risk.
- (b) To the extent that owners or occupiers are supplied recreational services under these by-laws having effect as a contract, an owner or occupier to whom such recreational services are supplied under such a contract engages in any recreational activity concerned at their own risk.
- (c) The owners corporation may cause signs to be displayed in prominent locations near the recreational facilities including the provisions of this by-law, as well a Risk Warning.
- (d) The owners corporation may exclude any person from the use of the Recreational Facilities unless that person has read and signed an acknowledgement that they have read and understood the provisions of this by-law, or if they are an incapable person, that:
 - (i) The incapable person is under the control of, or accompanied by, another person and that other person has read and signed an acknowledgement that they have read and understood the provisions of this by-law; or
 - (ii) A parent of the incapable person (whether or not the incapable person was under the control of or accompanied by the parent) has read and signed an acknowledgement that they have read and understood the provisions of this by-law.
- (e) Upon the first breach of this by-law, an owner or occupier will be issued with a breach notice by or on behalf of the owners corporation, and will be required to read and sign an acknowledgement document, to the effect that they have read and understood the provisions of this by-law (and to return that document to the building manager or caretaker within 14 days of the date of issue of the relevant breach notice).

If that owner or occupier fails to so return the signed acknowledgement document, the owners corporation may exclude the owner or occupier from further use of the Recreational Facilities until they comply.

Upon a second or subsequent breach of this by-law, the owners corporation may exclude the owner or occupier from the use of the Recreational Facilities until further notice.

- (f) An owner or occupier of a lot who is excluded from the Recreational Facilities under this by-law may lodge an appeal against that exclusion by submitting the same in writing to the building manager or caretaker. The right of appeal under this clause is to proceed on the basis of a rehearing of the original determination to exclude that owner or occupier, and may additionally be upheld by the owners corporation on discretionary grounds. In the event of a successful appeal, the owners corporation may elect to charge the owner or occupier concerned a reactivation fee in respect of Access Key as contemplated by by-law 27.

23.4 Booking

The owners corporation in its discretion may permit an owner or occupier of a lot to book the use of the Recreational Facilities for certain times on a non-exclusive basis, subject to conditions, not inconsistent with the by-laws of the strata scheme (which conditions, if imposed, must be complied with by that owner or occupier). While-ever there is a building manager or caretaker, such bookings are to be made with that building manager or caretaker.

23.5 Damage

Without limiting their other obligations, an owner or occupier of a lot must deliberately cause, or permit to be caused, damage to any plant, equipment or common property in the Recreational Facilities such that it is rendered unfit for use.

Note. *In the event that an owner or occupier breaches this by-law, they will have obligations to remedy that breach under by-law 46.6, and in default of compliance, the owners corporation may be entitled to do the necessary work and recover the costs thereof from that owner or occupier as contemplated by by-law 46.8.*

24 Air conditioning

- 24.1 The owner of a lot must 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 owner must have any such facilities or equipment regularly serviced by a duly qualified contractor and the filters of any such facilities or equipment cleaned every six months.

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.

Note. This by-law was by-law 25 of the developer by-laws registered with the strata plan.

26 Commercial signs

- 26.1 An owner or occupier of a retail or commercial lot must not install any signage on the common property (including without limitation on any directory board) unless and until the owner or occupier first obtains the approval in writing of the owners corporation to the installation of that signage.
- 26.2 The application by an owner or occupier of a retail or commercial lot for approval by the owners corporation of signage must be in writing addressed to the strata committee and must set out clearly the nature, quality and content of the signage and the place on the common property the signage is proposed to be installed.

26.3 All signage installed in the strata scheme must:

- (a) maintain uniformity of style of the directory boards installed in the strata scheme;
- (b) so far as is possible, be of the same colour, font style and size as existing signage approved by the owners corporation;
- (c) be in Latin script and so far as possible in the English language;
- (d) if the sign describes a business or company in script or characters other than the English language or Latin script, first show the name of the business or company in the English language or Latin script and may, with the prior written approval of the owners corporation, include on the sign a description of the business or company in script, characters or pictograms other than Latin script and/or in a language other than English;
- (e) comply with all relevant statutory approvals obtained by the owner or occupier of the retail or commercial lot.
- (f) In order to ensure uniformity of style and appearance, any signage installed on any directory board in the strata scheme must be installed on behalf of the lot owner or occupier by the owners corporation's contractor at the cost of the lot owner or occupier.

26.4 The owners corporation may, without notice to the defaulting owner or occupier of any lot, remove any signage installed on the common property in breach of this by-law without liability or obligation to the defaulting owner or occupier.

27 Access keys

General provisions

- 27.1** 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 or occupier of a lot an activation fee (in an amount the strata committee may from time to time determine) for each occasion that an access key is issued to or activated for that owner or occupier.
- 27.2** An 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.
- 27.3** 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.
- 27.4** An owner or occupier of a lot must not:
- (a) copy an access key, or
 - (b) give access keys to any other person.
- 27.5** Access keys belong to the owners corporation.
- 27.6** If an owner or occupier of a lot has an access key, they must carry that access key with them at all times while on the common property, and provide it upon request to the owners corporation, its agents, employees or contractors.

- 27.7 The owners corporation may in its absolute discretion deactivate an access key if it determines that the owner or occupier to whom the access key was issued has breached any provision of a by-law of the strata scheme, or has facilitated another person to so breach those by-laws. A determination by the owners corporation under this clause is valid regardless of its accuracy provided that the owners corporation had, at the time of making the determination, reasonable grounds to believe it to be accurate.
- 27.8 If the owners corporation deactivates an access key, the owner or occupier of a lot may apply to the owners corporation for re-activation of that access key. For the avoidance of doubt, the owners corporation may charge an activation fee for reactivating such an access key in accordance with clause 27.1.

Provisions applying with respect to level 36

- 27.9 In addition to the foregoing, with respect to lots on level 36 of the building only:
- (a) All owners, occupiers and their invitees ("**Level 36 Residents and Guests**") must register with the owners corporation's building management ("**Low Rise Building Management**").
 - (b) Level 36 Residents and Guests must apply to Low Rise Building Management for access keys as follows:
 - (i) On request, Low Rise Building Management will supply Level 36 Residents and Guests who are entitled to access keys with an application form. The form will contain contains account details for payment of the applicable fee to be made to the owners corporation for the part of the building known as "mid rise" ("**Mid Rise**"), with the receipt to be sent to Low Rise Building Management.
 - (ii) Based on the application and payment receipt, Low Rise Building Management will forward the application, including a photograph of the applicant, to Mid Rise building management for issue of a photographic access card, if the applicant is so entitled.
 - (iii) It is anticipated that the building management of Mid Rise will then supply that photographic access card to Low Rise Building Management, which will be available for collection by the applicant the next business day.
 - (iv) In the event that such photographic access card is not at that time ready for collection by an applicant entitled to it, Low Rise Building Management will issue a temporary access card, to remain valid until (and to be returned on the collection of) the photographic access card once ready.
 - (v) Low Rise Building Management will hold at all times sixteen programmed temporary access cards for the purposes of the preceding clause.
 - (c) Level 36 Residents must contact Low Rise Building Management regarding any issues with access keys.
 - (d) It is anticipated that:
 - (i) Mid Rise building management will notify Low Rise Building Management of any resident found in breach of the requirements applying to access keys.
 - (ii) Mid Rise building management will not cancel or deactivate any access keys unless having first confirmed the taking of that action with Low Rise Building Management.
 - (iii) If Level 36 Residents and Guests approach the concierge on level 38 of the building regarding access keys, the level 38 concierge will direct them to contact Low Rise Building Management.

- (e) The provisions of this clause 27.9 do not apply to access keys of Guests of Hosts under short-term rental accommodation arrangements in accordance with by-law 39.

28 Balconies

- 28.1 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.
- 28.2 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.
- 28.3 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.

29 Enclosed balconies

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

30 Government charges

- 30.1 Should any Government authority impose 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.

Note. This by-law was previously by-law 36 of the developer by-laws registered with the strata plan.

31 Overcrowding

- 31.1 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 may be); and

B is the number of bedrooms in the lot.

- 31.2 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.

Note. This by-law was previously by-law 40 of the developer by-laws registered with the strata plan.

32 Provision of amenities or services

- 32.1 The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- (a) security services,
- (b) promotional services,
- (c) advertising,
- (d) cleaning,
- (e) garbage disposal and recycling services,
- (f) electricity, water or gas supply,
- (g) telecommunication services (for example, cable television).

32.2 If the owners corporation makes a resolution referred to in clause 32.1 to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note. Section 117 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

33 Controls on hours of operation and use of facilities

33.1 The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:

- (a) that commercial or business activities may be conducted on a lot or common property only during certain times,
- (b) that facilities situated on the common property may be used only during certain times or on certain conditions.

33.2 An owner or occupier of a lot must comply with a determination referred to in clause 33.1.

34 Compliance with planning and other requirements

34.1 The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

34.2 The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

35 Service of documents on owner of lot by owners corporation

35.1 A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail 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.

36 Compliance with law

36.1 Owners and occupiers of lots must comply with any applicable law, including the Management Act.

37 Recovery of Costs

37.1 The owner or occupier of a lot must not do anything, or permit any visitors to that lot to do anything, in or on the lot or anywhere in the building that causes damage to the common property.

- 37.2 If any part of the common property is damaged by the action or inaction of an owner or occupier of, or visitor to, a lot in the strata scheme, the owners corporation may, subject to the Management Act, recover from the owner of the lot as a debt due and payable by that owner, the costs incurred by the owners corporation in rectifying the damage.
- 37.3 Without limiting clause 37.2 of this by-law, if as a result of the action or inaction of an owner or occupier of, or visitor to, a lot in the strata scheme, the attendance occurs at the strata scheme of any of the Fire Brigades NSW, the Police Service (NSW), the Ambulance Service of NSW or any other person in connection with the provision of a Utility Service in or to the strata scheme and, as a result of that attendance, a charge is imposed on the owners corporation, the owners corporation may recover the amount of that charge from the owner of the lot as a debt due and payable by that owner.
- 37.4 If the costs incurred by the owners corporation in rectifying damage as described in clause 37.2 or a charge imposed on the owners corporation as described in clause 37.3, or any part of any of those costs or charges, is not paid within one month after the date on which notice of that cost has been given to the owner, it (or so much of the cost as remains unpaid) will bear simple interest at the same rate as is applicable to contributions unpaid under the Management Act, or if the regulations under the Act prescribe some other rate, then at that other rate.
- 37.5 If any cost or charge referred to in clause 37.4, or any part thereof, remains unpaid, the owners corporation may include reference to that debt (including interest thereon) on notices under section 184 of the Management Act in respect of the lot.

38 Fire Brigade Call Outs

- 38.1 Owners and occupiers of lots must not engage in any activity (including but not limited to cooking) on a lot or on the common property that causes a smoke detector in the building to activate when there is no emergency.

Powers of the owners corporation

- 38.2 The owners corporation has the following additional powers, authorities, duties and functions:
- (a) The authority to receive reports from the fire brigade on the cause or nature of any call-out in response to a smoke detector alarm;
 - (b) The power to investigate a false alarm and decide (in its reasonable opinion) who is responsible for the false alarm;
 - (c) The power to recover costs incurred from owners or occupiers who or by their invitees and contractors in breach of this by-law activate the smoke detection system in the building resulting in a false alarm call-out of the fire brigade; and
 - (d) The power to debit the charges of false alarm call-outs from a defaulting owner's levy account.

39 Short-term letting

39.1 Prohibition on short-term rental accommodation arrangements

An owner or occupier of a lot must not use a lot for the purposes of a short-term rental accommodation arrangement.

In this by-law, **short-term rental accommodation arrangement** has the same meaning as in section 54A of the *Fair Trading Act 1987*.

Note. *At the time of making of this by-law, a "short-term rental accommodation arrangement" includes a commercial arrangement for giving a person the right to occupy residential premises for a period of not more than 3 months at any one time.*

39.2 Compliance with planning and other requirements

The owner or occupier of a lot must ensure that their lot is only used in accordance with any applicable law, and is not used for any purpose that is prohibited by law.

39.3 Residential Tenancies Act

(a) An occupier of a lot who is not also an owner of that lot and is over the age of 18 years must be a party to a current residential tenancy agreement in respect of the lot to which the Residential Tenancies Act 2010 (NSW) applies, unless that occupier permanently resides with another occupier of the lot, and that other occupier is a party to such an agreement.

(b) An owner or occupier of a residential lot must comply with any obligation they may have under section 258 of the Strata Schemes Management Act 2015.

***Note.** Section 258 of the Strata Schemes Management Act 2015 requires lessors and sub-lessors to provide certain details to the owners corporation in respect of those leases or sub-leases or their assignment.*

(c) Owners and occupiers of lots must comply with any obligation they may have under the Residential Tenancies Act 2010 (NSW).

(d) An owner or occupier of a lot must provide to the owners corporation a copy of any residential tenancy agreement to which they are a party in relation to the lot.

39.4 Duration of tenancies

An owner or occupier of a residential lot may only lease or sub-lease their lot in whole or in part (or permit their lot to be so leased or sub-leased):

(a) for a fixed term; and

(b) where the duration of that fixed term is at least 90 days;

except in the case of a periodic tenancy continuing after the end of a fixed term residential tenancy agreement.

39.5 Principal place of residence

(a) Clause 39.1 of this by-law only applies if the lot concerned is not the principal place of residence of the person who, pursuant to the short-term rental accommodation arrangement, is giving another person the right to occupy the lot.

(b) This by-law does not operate to prevent a lot being used for the purposes of a short-term rental accommodation arrangement if the lot is the principal place of residence of the person who, pursuant to the arrangement, is giving another person the right to occupy the lot.

39.6 Procedures where a lot is a principal place of residence

Where a lot is the principal place of residence of a person ("**Host**") who, pursuant to a short-term rental accommodation arrangement, is giving another person the right to occupy the lot ("**Guest**"):

(a) That Host must provide prior notice to the building manager and the strata committee of the short-term rental accommodation arrangement in such form as the strata committee may approve.

(b) In addition to the other requirements of these by-laws applying to access keys, subject to the following, once notice under the preceding clause has been given:

(i) Guests may apply for, and be issued, access keys in accordance with these by-laws as occupiers of the lot in question.

- (ii) Guests must, before issue of such access keys, provide three forms of identification acceptable to the owners corporation or its servants or agents, one of which must be photographic identification, and one of which must be a valid passport, Australian birth certificate or certificate of Australian citizenship.
 - (iii) The access keys used by the Host will not be cancelled or deactivated solely because of the issuing of access keys to Guests.
 - (iv) In the event that, in the reasonable view of the owners corporation or its servants or agents, a Guest uses their access key in a manner inconsistent with the requirements of these by-laws, then the building manager may deactivate that access key.
 - (v) For the abundance of clarity, access keys for Guests of lots on level 36 are to be managed by the building manager of the strata scheme (the "low rise" building manager).
- (c) The Host must ensure that their Guests comply with the requirements of these by-laws as if they were occupiers of the lot in question, and additionally any lawful directions or instructions given by the owners corporation or its servants or agents.

40 Window safety devices

40.1 Installation

In connection with the duty of the owners corporation under section 118 of the Management Act the owners corporation from time to time may install window safety devices within the meaning of that section to windows to which that section applies.

40.2 Common property rights

On and from the installation of such a window safety device the owner of the lot to which the window safety device relates ("**Affected Owner**") has the exclusive use of that window safety device and the areas of the common property to which it is affixed (or which are necessary for its proper operation or support), as well as the window to which it relates ("**Exclusive Use Area**"), subject to the remaining provisions of this by-law.

40.3 General conditions

The Affected Owner:

- (a) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area;
- (b) must renew and replace any fixtures or fittings comprised in the Exclusive Use Area;
- (c) must ensure that the Exclusive Use Area is used in accordance with and continues to comply with the requirements hereof and any applicable law or Approval;
- (d) must ensure that the Exclusive Use Area is kept clean and tidy at all times and free from hazards posing a risk of injury or death to persons or damage to property; and
- (e) will indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the owners corporation in connection herewith.

40.4 Building Works

The Affected Owner must do any building works necessary comply with their obligations, or exercise their rights hereunder, and must do so in compliance with clause 40.5.

40.5 Conditions applying to building works

Building works (and the supply of related products and services) that a person is permitted or required to put effect to under this by-law:

- (a) must be carried out in accordance with, comply with, and not cause the parcel to cease to be in compliance with any applicable law;
- (b) must be carried out in a proper and workmanlike manner with due care and diligence;
- (c) must cause a minimum of damage to the parcel and not adversely affect the structure or support of the parcel;
- (d) must not compromise the proper functioning or performance of any existing system or element of the parcel;
- (e) must not cause or amount to a nuisance or hazard to, or interfere unreasonably with the use or enjoyment of the parcel by other owners or occupiers of lots;
- (f) must have an appearance, once complete, in keeping with the appearance of the rest of the strata scheme; and
- (g) form part of the common property only to the extent that they are affixed to the common property and occupy cubic space forming part of the common property.

40.6 Default

If the Affected Owner fails to comply with any obligation hereunder the owners corporation may carry out that obligation and recover the cost of so doing from the Affected Owner.

40.7 Recovery of amounts

Any amount due to the owners corporation in connection herewith is recoverable by the owners corporation as a debt and:

- (a) bears interest as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner); and
- (b) may be recovered by the owners corporation as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner), including as to:
 - (i) any interest payable; and
 - (ii) the expenses of the owners corporation incurred in recovering those amounts.

Note. *The vote of an owner of a lot at a general meeting of the owners corporation may not count by law unless payment has been made before that meeting of amounts recoverable from the owner in connection herewith.*

40.8 Consents

Despite anything herein the owners corporation is not required to provide its consent as may be required by any Authority in connection with the exercise by a person of a right granted hereunder, without limitation including by affixing its seal by way of consent to any application to a relevant consent authority for development consent, a construction certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

41 Cosmetic Works and Minor Renovations

41.1 Cosmetic work

An owner of a lot who undertakes, or proposes to undertake Building Works that are "cosmetic work" within the meaning of section 109 of the Management Act:

- (a) must, prior to undertaking those Building Works, provide written notice to the owners corporation, including the following:
 - (i) details of the works, including copies of any documents describing the work;
 - (ii) duration and times of the works;
 - (iii) details of the persons carrying out the works, including qualifications to carry out the works; and
 - (iv) arrangements to manage any resulting rubbish or debris; and
- (b) must comply, and those Building Works must comply, with the Building Works Conditions.

41.2 Minor renovations

An owner of a lot who undertakes, or proposes to undertake, Building Works that are “minor renovations” within the meaning of section 110 of the Management Act:

- (a) must comply with their obligations under that section; and
- (b) must comply, and those Building Works must comply, with the Building Works Conditions.

41.3 Application

Before commencing Building Works the subject of clause 41.2, an owner of a lot must provide to the strata committee of the owners corporation a notice setting out a description of the proposed work including drawings, plans and specifications sufficiently clear and detailed to allow the strata committee to determine whether, in its view, the proposed work is properly the subject of section 110 of the Management Act.

41.4 Delegation of functions

Within the meaning of section 110(6)(b) of the Management Act the owners corporation is permitted to delegate its functions under section 110 of that Act to the strata committee.

41.5 Consents

Despite anything herein the owners corporation is not required to provide its consent as may be required by any Authority in connection with the exercise by a person of a right granted hereunder, without limitation including by affixing its seal by way of consent to any application to a relevant consent authority for development consent, a construction certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

41.6 Definitions

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

Building Works Conditions has the meaning given to it in by-law 47; and

Building Works has the meaning given to it in by-law 47.

42 Material thrown from balconies or windows

- 42.1 Owners and occupiers of lots must not cause or permit any material to be thrown, or to fall, from a balcony or window at the property.

Note. *In the event that an owner or occupier breaches this by-law, they will have obligations to remedy that breach under by-law 46.6, and in default of compliance, the owners corporation may be entitled to do the necessary work and recover the costs thereof from that owner or occupier as contemplated by by-law 46.8.*

43 Intercom systems

43.1 Common property rights

The owners ("**Authorised Owners**") of each lot in the strata scheme have the exclusive use of the common property intercom system (and its fittings, fixtures and appliances) at the property to the extent that it exclusively services their lot ("**Lot Intercom**"), subject to the following conditions and the remaining provisions of this by-law:

- (a) The Authorised Owners:
 - (i) are responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Lot Intercom;
 - (ii) must renew and replace any fixtures or fittings comprised in the Lot Intercom;
 - (iii) must ensure that the Lot Intercom is used in accordance with and continues to comply with the requirements hereof and any applicable law or Approval;
 - (iv) must ensure that the Lot Intercom is kept clean and tidy at all times and free from hazards posing a risk of injury or death to persons or damage to property; and
 - (v) will indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the owners corporation in connection herewith.
- (b) If the Authorised Owners fail to comply with any obligation hereunder the owners corporation may carry out that obligation and recover the cost of so doing from the Authorised Owners.

43.2 Building Works

- (a) The Authorised Owners must do any Building Works necessary to comply with their obligations, or exercise their rights hereunder.
- (b) In respect of Building Works that the Authorised Owners are required or permitted to carry out under this by-law, the Authorised Owners must comply, and those Building Works must comply, with the Building Works Conditions.

43.3 Recovery of amounts

Any amount due to the owners corporation in connection herewith is recoverable by the owners corporation as a debt and:

- (a) bears interest as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner); and
- (b) may be recovered by the owners corporation as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner), including as to:
 - (i) any interest payable; and
 - (ii) the expenses of the owners corporation incurred in recovering those amounts.

Note. *The vote of an owner of a lot at a general meeting of the owners corporation may not count by law unless payment has been made before that meeting of amounts recoverable from the owner in connection herewith.*

43.4 Consents

Despite anything herein the owners corporation is not required to provide its consent as may be required by any Authority in connection with the exercise by a person of a right granted hereunder, without limitation including by affixing its seal by way of consent to any application to a relevant consent authority for development consent, a construction

certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

43.5 Definitions

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

Building Works Conditions has the meaning given to it in by-law 47; and

Building Works has the meaning given to it in by-law 47.

45 Unattended goods in car spaces

45.1 General prohibition

An owner or occupier of a lot must not cause or permit unattended goods to remain in a car space at the strata scheme.

45.2 Uncollected goods

If any goods of an owner or occupier remain in a car space at the strata scheme in contravention of this by-law ("**Uncollected Goods**") then:

- (a) The Uncollected Goods are thereupon bailed to the owners corporation upon the terms of this clause 45.2.
- (b) The Uncollected Goods are immediately ready for delivery to the owner or occupier and must be collected by them immediately or within 30 days after the owner or occupier is given a notice under clause 45.3, whichever is the later.
- (c) The owners corporation is not, despite such bailment, obligated to care for or protect the Uncollected Goods in any way, and is not liable to the owner or occupier for any costs, loss, damage, liability or claim howsoever arising in connection with the Uncollected Goods (even if arising due to the negligent or deliberate act or omission of the owners corporation).
- (d) After the expiration of the period in clause 45.2(b) the owners corporation may dispose of those Uncollected Goods by any lawful means and have any money or other benefit obtained in so doing.
- (e) This clause 45.2 operates as an agreement between the relevant owner or occupier of a lot and the owners corporation as to the disposal of uncollected goods within the meaning of section 6 (1) of the Uncollected Goods Act 1995.

45.3 Notices

The owners corporation, or its servants or agents, may give a notice to an owner or occupier who, in the reasonable view of the person giving the notice, has contravened this by-law. The notice may contain wording to the effect that the owners corporation may recover expenses in connection with the contravention of this by-law as set out in clause 45.4.

45.4 Recovery of expenses

- (a) Owners and occupiers of lots agree that that the owners corporation will incur costs and losses in connection with a breach of this by-law including such costs and losses relating to the administration of the procedures applying under this by-law and the costs of undertaking the removal and disposal of goods in accordance with this by-law.
- (b) The owners corporation may, at its election, recover, as a debt due and payable, liquidated damages in the amount of \$500 in respect of those costs and losses from the owner or occupier in question.
- (c) Owners of lots agree that the amount in the preceding sub-clause:

- (i) is an amount owing by them to the owners corporation and may be recorded on any ledger of account kept by the owners corporation in respect of their lot for that purpose while unpaid;
- (ii) bears simple interest until paid in the amount of 10% per annum, calculated daily on a pro rata basis; and
- (iii) may be recovered by the owners corporation as a debt due, together with any interest owing on it, and the owners corporation's costs of recovering that amount (including legal costs on a solicitor-client basis).

Part 2 Definitions and interpretation

46 Methods and procedures

46.1 Approvals

In relation to any right granted to a person hereunder, that person must:

- (a) obtain all necessary Approvals (and ensure that all necessary Approvals are obtained) in relation to anything done or omitted to be done by them in the exercise of that right;
- (b) provide a copy of any such Approvals to the owners corporation;
- (c) in the event that such an Approval is required by law (or under the terms of an Approval) to be obtained before doing (or omitting to do) anything, supply a copy of that Approval to the owners corporation before doing (or omitting to do) that thing; and
- (d) provide a copy to the owners corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

46.2 Bond

Where a person is required under a provision hereof to pay a bond to secure compliance with an obligation, except to the extent that provision requires otherwise, that bond:

- (a) is an amount in Australian currency as otherwise provided herein, or in the absence of such provision:
 - (i) as reasonably determined from time to time by the owners corporation; or
 - (ii) in the absence of such a determination, the amount of \$500;
- (b) is payable to the owners corporation prior to the secured obligation arising and, if the owners corporation reasonably directs, in the manner so directed by it from time to time;
- (c) may be applied by the owners corporation against any liability or debt of that person to the owners corporation, including without limitation a debt arising under section 120 of the Management Act in connection with a failure to carry out work required to be carried out by that person in respect of the secured obligation; and
- (d) must be returned by the owners corporation to that person after the expiry of 1 month following the satisfaction or ending of the secured obligation, less any amount deducted by the owners corporation in accordance herewith.

46.3 Acting through others

Except as otherwise provided herein, a person may exercise a right granted to them hereunder, or meet an obligation imposed upon them hereunder, by their servants, agents, or contractors, however that person:

- (a) will not by reason only of so doing be released from that obligation, or release that right; and
- (b) is liable for the acts or omissions of those servants, agents or contractors as fully as if they were those servants, agents or contractors and those acts or omissions were theirs.

46.4 Liability for occupiers and invitees

Except as otherwise provided herein:

- (a) An owner or occupier of a lot must ensure, and must use their best endeavours to ensure, that their invitees, agents, contractors or employees (and, in the case of an owner, any occupier of their lot) comply with any obligations that they have hereunder, or (so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.
- (b) An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

46.5 Exercise of care, skill and compliance with law

Except as otherwise provided herein, a person must, in exercising a right granted to them hereunder, or in meeting an obligation imposed on them hereunder:

- (a) exercise due care and skill; and
- (b) do so in accordance with any applicable law.

46.6 Obligation to do work to remedy breach

An owner or occupier of a lot is required to do any work necessary to remediate any breach by them hereof, including without limitation work to:

- (a) comply with the obligation breached;
- (b) repair any damage caused to the property;
- (c) clean any rubbish, dirt, debris, or staining caused to the property;
- (d) rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus in the property; and
- (e) remediate a breach or non-compliance with any applicable law or the requirements of any Authority affecting the property and caused by that breach.

For the purposes of this clause 46.6 a reference to property includes the common property or personal property vested in the owners corporation.

46.7 Conditions attaching to remedial work

An owner or occupier of a lot who is required to do work under clause 46.6 must, except as may be provided otherwise herein:

- (a) prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing;
- (b) ensure that such work is done within 1 week from the breach requiring remediation, except to the extent otherwise provided herein;
- (c) ensure that such work is done:

- (i) in accordance with any applicable law and any other applicable requirement hereof; and
- (ii) in a proper and workmanlike manner and exercising due care and skill.

Note. *If an owner or occupier of a lot fails to do work hereunder the owners corporation may by law be entitled to do that work and recover the cost from that owner or occupier, or any person who becomes the owner of their lot.*

46.8 Power to carry out work and recover costs

Within the meaning of section 120 of the Management Act, if:

- (a) work is required to be carried out by an owner or occupier of a lot under a term or condition hereof; and
- (b) that owner or occupier fails to carry out that work;

then the owners corporation may carry out that work and may recover the cost of carrying out that work from that owner or occupier, or any person who, after the work is carried out, becomes the owner of the lot.

46.9 Application of the Civil Liability Act 2002

- (a) Owners and occupiers of lots acknowledge and agree that:
 - (i) the provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and
 - (ii) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.
- (b) Any provision hereof that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

47 Definitions and interpretation

47.1 Interpretation

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

- (a) the terms "herein", "hereunder", "hereof" and "herewith" mean, respectively, in, under, of and with the by-laws of the strata scheme;
- (b) the singular includes the plural and vice versa;
- (c) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;
- (d) a reference to a document, includes any amendment, replacement or novation of it;
- (e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (f) any reference to legislation includes any amending or replacing legislation;
- (g) where words "includes", "including", "such as", "like", "for example" or similar are used, they are to be read as if immediately followed by the words "without limitation";
- (h) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;
- (i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;

- (j) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;
- (k) where an obligation is imposed on a "person" hereunder, "person" does not include the owners corporation unless expressly provided otherwise; and
- (l) a term defined in the Management Act or Development Act will have the same meaning.

47.2 Functions of the owners corporation

- (a) Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.
- (b) No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

47.3 Severability

- (a) To the extent that any term herein is inconsistent with the Management Act or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.
- (b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

47.4 Original by-laws

To the extent that any provision in these by-laws ("**New by-law**") substantially replaces or replicates a provision that was a by-law of the strata scheme upon registration of the strata plan ("**Original by-law**") the dealing which created the New by-law does not (despite anything in that dealing) effect the repeal and replacement of the Original by-law but instead amounts to a mere amendment and continuation of the Original by-law.

47.5 Definitions

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

Approval means:

- (a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;
- (b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) a "Part 4A certificate" within the meaning of section 109C of the Environmental Planning and Assessment Act 1979;
- (d) any order, direction or other requirement given or made by an Authority;
- (e) an order made under Division 2A or Division 3 of Part 6 of the Environmental Planning and Assessment Act 1979; and
- (f) an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

Authority means:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;

- (c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
- (d) an authorised fire officer within the meaning of section 121ZC of the Environmental Planning and Assessment Act 1979;

building means the building in the strata scheme;

Building Works Conditions means the provisions of Annexure A;

Building Works has the meaning given to it in the Building Works Conditions;

children means people under the age of 16;

common property means the common property in the strata scheme;

Development Act means the Strata Schemes Development Act 2015;

incapable person has the meaning provided in sub-section 5M(12) of the Civil Liability Act 2002 (NSW);

lot means a lot in the strata scheme;

Management Act means the Strata Schemes Management Act 2015;

occupier means:

- (a) the occupier of a lot, but only in relation to the lot occupied by that occupier;
- (b) where there is more than one occupier of that lot, means those occupiers jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot occupied by that occupier or occupiers, means that occupier or those occupiers (joint and severally) in respect of each such lot severally;

owner means:

- (a) the owner of a lot, but only in relation to the lot owned by that owner;
- (b) where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally;

owners corporation means the owners corporation created on registration of the strata plan;

parent of an incapable person has the meaning provided in sub-section 5M(12) of the Civil Liability Act 2002 (NSW);

Pool means any pool, spa or sauna at the parcel including all its surrounds (including any showering or bathing facilities) and equipment and everything provided for or use in conjunction with the Pool;

property means the land and buildings the subject of the strata plan;

recreational activity has the meaning provided in section 5K of the Civil Liability Act 2002 (NSW);

Recreational Facilities means all the recreational facilities at the parcel, including the Pool and everything in those areas;

recreational services has the meaning provided in sub-section 5N(4) of the Civil Liability Act 2002 (NSW); and

Risk Warning means a risk warning for the purposes of section 5M of the Civil Liability Act 2002 (NSW), including without limitation in the following terms:

RISK WARNING

SECTION 5M OF THE CIVIL LIABILITY ACT 2002 (NSW)

There are various risks of harm (of any kind, including personal injury or death, pre-natal injury, impairment of a person's physical or mental condition, disease, damage to property, and economic loss) to persons using the recreational facilities at this strata scheme.

The recreational facilities at this strata scheme include the pool, sauna, spa, barbecues, gym (including gym equipment), common area bathing facilities, common area toilets and related areas.

These risks include risks of such harm resulting from:

- Failure or breakage of the recreational facilities or part of them before, during or after their use, such as:
 - gym equipment breaking, sauna or spa controls malfunctioning, failures causing water and/or other surfaces to become hot so as to cause burns, barbecues catching fire or exploding, barbecues being unexpectedly in operation, handrails, fences gates or balustrades being loose or coming away (including around pools), fences or gates around a pool or spa being able to be opened by a child or incapable person, pump machines catching fire or exploding, electrical equipment shorting out or causing parts of the recreational facilities (including water, controls and buttons, and other objects or surfaces) to be electrically charged creating a risk of electric shock, the release of noxious chemicals into water or air or onto surfaces, or the risk of surfaces, objects or equipment becoming sharp so as to cause cuts, puncture wounds or abrasions.
- Incorrect or inappropriate use of any recreational facilities, including:
 - using gym equipment in a manner which it was not designed or intended to be used, running in areas where there are tripping or slipping hazards or obstacles (including other persons), climbing on surfaces not designed or intended to be climbed upon, prolonged use of any recreational facilities, use of any recreational facilities contrary to any instructions or directions for their use, tampering with or altering any recreational facilities including gym equipment or electrical appliances, and jumping or diving into shallow water.
- Bringing things into or using things in the recreational facilities that are hazardous or could become hazardous if used in or around the recreational facilities, including:
 - sharp or breakable objects (such as glass, knives or syringes), alcohol or drugs of any kind (including risks arising from being intoxicated or having impaired mental or physical function), inflammable things (such as cigarette lighters or aerosol sprays) and electrical appliances (particularly near water).
- Doing anything in or around the recreational facilities contrary to the advice of a medical professional or directions for use or warnings provided with medications used by a person.
- The nature of activities that a person may undertake in or around the recreational facilities, such as:
 - the risk of injury to body parts due to physical exertion or contortion, the risk of stroke, seizure, heart attack or breathing difficulties caused by physical exertion, the risk of drowning while swimming or bathing (including the risk of drowning following a loss of consciousness, such as due to drug and alcohol use, a seizure, stroke, heart attack, breathing difficulties or hitting ones head on a hard surface in the pool or spa and

surrounds), the risk of suffering burns whilst operating a barbecue, the risk of choking while eating or drinking, and the increased risk of tripping or slipping while running.

- Tripping or slipping on an uneven surface, damaged surface, wet surface or on an object or obstacle anywhere in the recreational facilities, including:
 - dislodged tiles, cracked walkways, the stands or feet of any equipment, towels or other objects or belongings on the ground or floor, electrical leads, folds in mats or carpets, water or other liquids on surfaces (including water on walking surfaces near pools or spas, sweat on or around gym equipment, soap, shaving cream or shampoo in or around bathing areas, or cleaning fluids left on any surface), protruding elements of gates, fences and handrails, cleaning equipment left on the floor (including vacuum cleaners and cables, brooms, mops and buckets, surfaces that may become wet or slippery following rain, or tripping or slipping caused or contributed to by the use of low-traction footwear or footwear that may become loose (such as thongs or sandals).
- The use of the recreational facilities in adverse weather conditions such as:
 - rain (including by slipping on wet surfaces) thunderstorms (including lightning strike), hail storms (including injury from hail stones falling onto persons or lying on surfaces), cold temperatures (including pneumonia and hypothermia) hot temperatures (including heat stroke) and sunshine (including sun burn and skin cancer).
- Contracting infectious diseases or other medical conditions such as:
 - from physical contact with other persons, from contact with surfaces (including bathroom and toilet facilities and cooking surfaces), from contact with water (including drinking, bathing or cleaning water), from contact with air carrying infectious particles, or from contact with knives, syringes or other sharp or metallic objects.
- Emergency services, medical professionals or first aid not being present or having difficulty accessing a person for treatment or to alleviate a hazard such as:
 - due to the nature or location of the recreational facilities, such as by reason of restricted access to the recreational facilities (including by way of keys or swipe passes), it being difficult to locate the recreational facilities, or it being necessary for emergency vehicles to park a long distance from the recreational facilities.

strata plan means strata plan number 71067;

strata scheme means the strata scheme relating to the strata plan; and

Utility Service means any service associated with the provision of plumbing, electricity, gas, fire safety, security, cleaning or telecommunications (including cable television) services to the strata scheme.

Part 3 Common property rights by-laws

44 Exclusive use rights of outside area for lot 2

- 44.1 The owner of Lot 2 and any occupier of Lot 2 shall have a right of exclusive use and enjoyment of that part of the common property immediately outside and adjacent to Lot 2 and hachured on the Plan contained in Plan A comprising approximately 12 m2 ("Outside Area") for any purpose permitted under any development consent applicable to the Outside Area and Lot 2 subject to the following conditions.
- (a) The owner of Lot 2 and any occupier of Lot 2 must comply with any development consent applicable to the Outside Area and Lot 2.
 - (b) The owner of Lot 2 and any occupier of Lot 2 are solely responsible for the proper maintenance of, and keeping in a state of good and serviceable repair and the cleaning and security of, the Outside Area at their cost.
 - (c) The owner of Lot 2 and any occupier of Lot 2 must indemnify and keep indemnified the Owners Corporation against any liability for injury or death of person or damage to property occurring as a result of the use of the Outside Area for the purposes contemplated by this by law.
 - (d) Any insurance effected and maintained by the owner of Lot 2 and any occupier of Lot 2 in respect of Lot 2 or the business carried on from Lot 2 must be extended to cover the indemnity under 44.1(c).
- 44.2 The owners corporation must not, without the written consent of the owner of Lot 2, amend or extinguish this by law.

Special By-Law 1

- 1.1 The owner of Lot 2 and any occupier of Lot 2 shall have a right of exclusive use and enjoyment of that part of the common property immediately outside and adjacent to Lot 2 and highlighted in the annexed plan B comprising approximately 12sqm ("Outside Area") for any purpose permitted under any development consent applicable to the Outside Area and Lot 2 subject to the following conditions.
- (a) The owner of Lot 2 and any occupier of Lot 2 must comply with any development consent applicable to the Outside Area and Lot 2.
 - (b) The owner of Lot 2 and any occupier of Lot 2 are solely responsible for the proper maintenance of, and keeping in a state of good and serviceable repair and cleaning and security of, the Outside Area at their cost.
 - (c) The owner of Lot 2 and any occupier of Lot 2 must indemnify and keep indemnified the Owners Corporation against any liability for injury or death of person or damage to property occurring as a result of the use of the Outside Area for the purposes contemplated by this by-law.
 - (d) Any insurance effected and maintained by the owner of Lot 2 and any occupier of Lot 2 in respect of Lot 2 or the business carried on from Lot 2 must be extended to cover the indemnity under (c).

- 1.2 The Owners Corporation must not, without the written consent of the owner of Lot 2, amend or extinguish this by-law.
- 1.3 No consideration is payable by the owner of Lot 2 to the Owners Corporation for the grant of the exclusive use by-law in 1.1.

Special By-Law 3

- 1.1 The owner of Lot 801/1057924 and/or the Caretaker of World Tower shall have a right of exclusive use and enjoyment of that part of the common property of SP71067 as hachured in the annexed plan C ("Extended Reception Area") for the purposes of carrying out their functions as the caretaker of the building subject to the following conditions.
 - (a) The owner of Lot 801/1057924 is solely responsible for the proper maintenance of, and keeping in a state of good and serviceable repair and the cleaning and security of, the Extended Reception Area at its own cost.
 - (b) The owner of Lot 801/1057924 must indemnify and keep indemnified the Owners Corporation of SP71067 against any liability for injury or death of person or damage to property occurring as a result of the use of the Extended Reception Area for the purposes contemplated by this by-law.
- 1.2 Such rights granted under clause 1.1 include the right for the owner of Lot 801/1057924 to demolish any existing structures within the Extended Reception Area and to construct the Extended Reception Area.
- 1.3 The Owners Corporation must not, without the written consent of the owner of Lot 801/1057924, amend or extinguish this by-law.
- 1.4 No consideration is payable by the owner of Lot 301/1057924 and/or the Caretaker to the Owners Corporation for the rights granted under clauses 1.1 and 1.2.

Special By-Law 4

- 2.1 The owner of Lot 801/1057924 shall have a right of exclusive use and enjoyment of that part of the common property of SP71067 as hachured in the annexed plan D ("Storage Space") for the purposes of storage subject to the following conditions.
 - (a) The owner of Lot 801/1057924 is solely responsible for the proper maintenance of, and keeping in a state of good and serviceable repair and the cleaning and security of, the Storage Space at its own cost.
 - (b) The owner of Lot 801/1057924 must indemnify and keep indemnified the Owners Corporation of SP71067 against any liability for injury or death of person or damage to property occurring as a result of the use of the Storage Space for the purposes contemplated by this by-law.
- 2.2 Such rights granted under clause 2.1 include the right for the owner of Lot 801/1057924 to demolish any existing structures within the Storage Space and to construct the Storage Space.
- 2.3 The Owners Corporation must not, without the written consent of the owner of Lot 801/1057924, amend or extinguish this by-law.
- 2.4 No consideration is payable by the owner of Lot 801/1057924 to the Owners Corporation for the grant of the rights in clause 2.1 and 2.2.

Special By-Law 5: Authorisation of Building Works in Lots 9 & 10

(1) Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law each of the owners for the time being (referred to in this by-law jointly and severally as the "Owners") of Lots 9 and 10 (the "Lots") shall have a special privilege in respect of the common property to carry out building works to refurbish the Lots and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

- (a) demolition of part of the boundary wall between lots 9 and 10 to create an accessway between the Lots;
- (b) making good any and all common property surfaces affected by the above works, 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 the Works the Owners 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) workers' compensation in accordance with applicable legislation, and
- (ii) the opinion of a structural engineer reasonably acceptable to the owners corporation to the effect that the demolition of part of the boundary wall between the Lots will not have an adverse effect on the structural integrity of the building.

(b) Performance of Works

In carrying out the Works, the Owners (including any contractor involved in the performance of the Works on behalf of the Owners) 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 and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;
- (ii) take reasonable precautions to protect all areas of the building outside the Lots from damage by the Works.
- (iii) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the owners corporation;
- (iv) keep all areas of the building outside the Lots clean and tidy throughout the performance of the Works, ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lots and remove all debris from the building resulting from the Works as soon as practicable;
- (v) only perform the Works at the times approved by the Owners Corporation (acting reasonably);

- (vi) 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;
- (vii) make good any damage caused by the Owners in the performance of the Works within a reasonable period after that damage occurs; and
- (viii) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owners, complete the Works within six months of their commencement.

(3) Liability and Indemnity

- (a) The Owners are liable for any damage caused to any part of the common properly 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 Owners 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.

(4) Other Rights and Obligations

The Owners must, at the cost of the Owners, 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.

(5) Costs

- (a) The Works must be undertaken at the cost of the Owners.
- (b) The Owners must attend to registration of this by-law and must bear the costs of preparation and registration of this by-law.

(6) Obligations of Owners

For the avoidance of doubt, the obligations of the Owners under this by-law are joint and several.

(7) Transfer of Ownership

If one of the Lots is transferred to a party that is not related to or associated with the owners or any of them within the meaning of the Corporations Act 2001 the Owners must at the cost of the Owners reinstate the boundary wall between the Lots.

(8) Repeal of By-laws

If the ownership of one of the Lots is transferred as provided in clause (7) of this by-law, this by-law shall be repealed and each of the Owners hereby irrevocably consents to the repeal of the by-law in those circumstances.

Special By-Law 5: Approval of Existing Building Works On Podium

Note. This Special By-Law 5 was registered under dealing AF307709N by order of a Strata Schemes Adjudicator. That order was registered under dealing AF307708Q.

(1) The owners corporation acknowledges and agrees that:

- (a) the building works, fixtures and fittings described in the Schedule to this by-law (the "Works") in respect of Lot 370 in Strata Plan 72262 (the "Lot") have been installed on behalf of the owner of the Lot;
- (b) the Works have been installed in the Lot for the purpose of improving or enhancing the use or benefit of the Lot for the occupier thereof; and

- (c) on the conditions set out in this by-law, the owner for the time being of the Lot (the "Owner") has had and shall have a special privilege to keep and maintain the Works and a right of exclusive use and enjoyment of that part of the common property affected by the Works.
- (2) The Owner is liable and remains liable for any damage caused to any part of the common property as a result of the installation, keeping and/or maintenance of the Works in respect of the Lot and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- (3) 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 as they become worn out, defaced or inoperable.
- (4) Without limiting any other clause in this by-law, if any part of the Works (including any building works to complete or maintain the Works) pierces or damages, or has pierced or damaged, the surface of the terrace of the Lot, the hob on that part of the boundary wall formerly supporting the balustrade at the western end of the terrace of the Lot or any other part of the common property abutting that terrace, the Owner is liable for the costs of rectification, to the satisfaction of the Owners Corporation, of any and all damage to:
 - (a) the waterproof membrane under the paved floor of the terrace of the Lot; and/or
 - (b) the hob or any other part of the boundary wall formerly supporting the balustrade at the western end of the terrace of the Lot; and/or
 - (c) that other part of the common property,arising out of or caused by or resulting from that piercing of or damage to the surface of the terrace of the Lot, the hob or the boundary wall at the western end of the terrace of the Lot or any other part of the common property affected by the Works.
- (5) The Owner must indemnify the owners corporation against any loss, damage, cost, charge or expense incurred or sustained by the owners corporation and/or by the owner or occupier of any other lot in the strata scheme as a result of or arising out of the implementation, keeping and/or maintenance of the Works on or adjacent to the common property slab on the terrace of the Lot and/or the removal of all or part of the hob or any other part of the boundary wall formerly supporting the balustrade at the western end of the terrace of the Lot.
- (6) The Works and all maintenance, repairs and/or replacement thereof must be undertaken at the cost of the Owner.
- (7) Nothing in this by-law authorises the Owner to install any fixtures and fittings on the terrace of the Lot or affixed to any other part of the common property abutting that terrace other than the Works.
- (8) The Owner must not affix any signage or advertising material of any nature whatsoever to any part of the Works including by means of painting, drawing or otherwise depicting signage on the surface of any sails installed as part of the Works or on any windbreak installed on the terrace of the Lot.
- (9) The Owner is liable for, and must reimburse the owners corporation for, the costs of registration of this by-law.
- (10) If the Owner fails to comply with any obligation under this by-law in respect of the Works, 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 that work;
 - (c) recover the costs of carrying out that work from that 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.

SCHEDULE

Lot No	Building Works, Fixtures & Fittings Authorised in this By-law
370	<p>Installation of metal posts and other fittings to support fabric sails installed on the terrace of the Lot;</p> <p>Removal of balustrade at western end of the terrace of the Lot;</p> <p>Removal of part or all of the hob formerly supporting the balustrade at the western end of the terrace of the Lot;</p>

Special By-Law 6: Removal of Certain Boundary Walls in Lots 9, 10, 11 and 12

(1) Grant of Special Privilege and Exclusive Use Rights

On the conditions set out in this by-law, the owner or owners for the time being (referred to collectively in this by-law as the "Owners" and individually as the "Owner") of lots 9, 10, 11 and 12 (referred to collectively as the "Lots" and individually as the "Lot") shall have a special privilege to carry out building works and a right of exclusive use and enjoyment of the part of the common property affected thereby, which building works include:

- (a) demolition of the existing walls between lots 9, 10 and 11;
- (b) demolition of the southern wall of lot 10 and that part of the southern boundary walls of each of lots 9 and 11 that borders the Licensed Area;
- (c) demolition of that part of the dividing wall between lots 11 and 12 lying between the common property support pier and the eastern wall of the building;
- (d) demolition of that part of the northern boundary wall of lot 12 bordering on the common property passage;
- (e) installation of support beams and compliance with other engineering requirements to support the ceiling in the areas in which the dividing walls are demolished;
- (f) installation of a full height stud wall at the western end of the Licensed Area to enclose the Licensed Area;
- (g) installation of such additional sprinkler systems both in the common property passage on the western side of the new stud wall and within the Licensed Area and the Lots as are required in order to satisfy the Building Code of Australia;
- (h) installation within the Licensed Area and the Lots of such additional fire safety provisions of the Building Code of Australia as are necessary or appropriate in order to safely meet the requirements of the Building Code of Australia relating to fire safety, fire retardation, maintenance of structural stability and avoidance of the spread of fire;
- (i) installation of such additional ceiling lighting and computer, telecommunications and power cabling and outlets within the Licensed Area and the Lots as is deemed appropriate by the Owners in order to facilitate the use of the Lots;
- (j) installation of signage depicting or describing the name of the occupant of the Lots.

(2) Definitions

For the purposes of this by-law:

"Occupier" means any lessee of the Lots and any other person in lawful occupation of the Lots;

"Licensed Area" means that part of the common property passage on Level 12 as is bordered by a prolongation of the eastern wall of the eastern common property lift lobby, part of the southern boundary wall of Lot 9, the southern boundary wall of Lot 10, part of the southern boundary wall of Lot 11 and part of the northern boundary wall of Lot 12, the licensing of which is the subject of the Licence Agreement;

"Licence Agreement" means the licence agreement entered into between the Owners and the owners corporation pursuant to which the owners corporation licenses the use of the Licensed Area by the Owners and Occupiers from time to time;

"Utility Services" means any service associated with the provision of utility services including, without limitation, electricity, gas, water, sewerage, plumbing, security, fire safety or telecommunications services to the Lots (or any of them), any other lot in the strata scheme or to the strata scheme generally;

Where any word or phrase has a defined meaning in or for the purposes of the Strata Schemes Management Act 1996, that word or phrase has the same meaning in this by-law.

(3) Conditions

- (a) If and to the extent that the consent of the City of Sydney Council is required to effect any of the building works described in clause (1), before performing any of those building works the Owners must obtain that consent and provide a copy, including all conditions attached to any Notice of Determination, to the owners corporation.
- (b) The Owners shall be entitled to affix shelving, cupboards and other aids to storage to the interior walls of the Lots and the Licensed Area provided that, upon the Owners ceasing to use the Licensed Area, whether or not upon the repeal or amendment of this by-law or the expiry or other termination of the Licence Agreement, the Owners must remove any such fixtures and fittings and make good the structural walls of the Licensed Area and any common property wall, fair wear and tear excepted and having regard to the state of repair of those interior walls at the date on which this by-law is made.
- (c) Except as provided in this by-law, the owners corporation is to continue to be responsible for the proper maintenance, and keeping in a state of good and serviceable repair, of the structural walls, floor and ceiling of the Licensed Area (but not any stud wall or walls erected by the Owners enclosing the Licensed Area nor any part of the common property formerly occupied by a wall authorised to be removed under this by-law).
- (d) The Owners and each of them shall be responsible for maintaining and keeping in a state of good and serviceable repair the works effected pursuant to this by-law, including all fixtures and fittings installed as part of those works.
- (e) The Owners and each of them shall indemnify and keep indemnified the Owners Corporation against any sums payable by the Owners Corporation by way of increased insurance premiums as a result (directly or indirectly) of the implementation of the works described in clause 1 and/or the use of the Licensed Area by the Owners or any Occupier or Occupiers.
- (f) Any work carried out by or on behalf of the Owners pursuant to this by-law (including any work performed by any Occupier) must be carried out in a good and workmanlike manner and the Owners must take reasonable precautions to ensure that any such works do not interfere with or damage the common property otherwise than as approved in this by-law or interfere with or damage the property of any other lot owner.

- (g) If any works carried out pursuant to this by-law by the Owners or any Occupier do cause damage to the common property otherwise than as approved in this by-law or damage to the property of any other lot owner, the Owners must make good any such damage within a reasonable period after that damage occurs.
- (h) The Owners and each of them indemnifies the owners corporation against any loss or damage, cost, charge or expense incurred or sustained by the owners corporation as a result of the implementation of the building works authorised under this by-law and any costs incurred by the owners corporation in or about the making and registration of this by-law.
- (i) The Owner and any Occupier must, as and when reasonably required and without prior notice, provide access to the Lots and/or the Licensed Area to the Owners Corporation, its servants and agents and to any third party provider of Utility Services having a right of access and their respective servants and agents in order to effect maintenance, repairs or replacement of any matter or thing relating to the provision of Utility Services to the Strata Scheme within the Lots or the Licensed Area or accessible through the Licensed Area.

(4) Change of Ownership of Lots

- (a) If at any time after the adoption of this by-law, the ownership of any of the Lots changes so that the ownership or control of the Lots or any of them differs from the ownership and control of the Lots at the date of adoption of this by-law and a new Owner of a Lot notifies the Owners Corporation that the Licensed Area impedes access to that Lot and requests that this by-law be repealed, the Owners Corporation may, at the cost of that new Owner, repeal this by-law.
- (b) Each of the Owners hereby consents to the repeal of this by-law in the circumstances outlined in paragraph (4)(a).
- (c) Upon the repeal of this by-law, the Owners must, at the cost of the Owners (including any new Owner):
 - (i) remove the stud wall at the western end of the Licensed Area;
 - (ii) reinstate so much of the common property dividing walls between the Lots as is necessary or appropriate;
 - (iii) reinstate all of the external common property walls of Lots bordering the common property passage forming part of the Licensed Area;
 - (iv) make good all walls, ceilings and flooring affected by the removal and reinstatement works.

(5) Joint and Several Obligations

The liabilities, duties and obligations of the Owners under this by-law are joint obligations of all of them and several obligations of each of them.

Special By-Law 10: Exclusive Use of Common Property in Front of Sculpture Podium by Lot 2

(1) Grant of Exclusive Use Right

On the conditions set out in this by-law:

- (a) Special by-law 2 registered in Dealing No. AB307718M is repealed; and
- (b) The Owners Corporation acknowledges and agrees that the owner for the time being (the Owner) of lot 2 in Strata Plan 71067 (the Lot) has had and continues to have a right of exclusive use and enjoyment of the area measuring 6m x 2m and marked by hatching (the Exclusive Use Area) on the plan attached to and forming part of these by-laws and marked E (the Plan) and a special privilege to use the

Exclusive Use Area for the purposes of the business conducted by the Owner or the lessee of the Owner in the Lot (the Business).

(2) Conditions

- (a) The use of the Exclusive Use Area must at all times comply with the consent conditions of any relevant development approval granted by the Sydney City Council in relation to the business, the Lot and/or the Exclusive Use Area.
- (b) The Owner must not transfer, lease or licence the use of the Exclusive Use Area, or purport to do so, to any person other than a lessee of the Lot.
- (c) The Owner or the occupier of the Lot shall be entitled to stand moveable barricades, tables, chairs, signage and other adjuncts to the conduct of the Business on the Exclusive Use Area.
- (d) The Owner must not, and must procure that any occupier does not, install any fixture including without limitation any decking, fixed seating, shade sails or umbrellas the supports for which are affixed to the pavement or planter boxes in the Exclusive Use Area.
- (e) The Owner is responsible for the proper maintenance, and keeping in a state of good and serviceable repair, of the Exclusive Use Area and, in particular, the Owner must keep the Exclusive Use Area clean and tidy so that the appearance of the Exclusive Use Area does not detract from the external appearance of the strata scheme.
- (f) The Owner must ensure, and must procure any and every occupier of the Lot to ensure, that no chair, table, barricade or other item is placed in or on the Exclusive Use Area or protrudes beyond the Exclusive Use Area in such a way as to block or hinder any access to or from any of the Hydrant Booster Cupboards or the fire escape and exit adjacent to the Exclusive Use Area.
- (g) The Owner and any occupier of the Lot must not, in their use of the Exclusive Use Area, create noise that causes unreasonable discomfort, disturbance or interference with the activities of any other owner or occupier of any other lot in the Strata Scheme.

(3) Indemnity

The Owner indemnifies and holds harmless the Owners Corporation and must keep the Owners Corporation indemnified and held harmless from and against any and all loss, expense or damage in respect of any liability for injury or death of a person or damage to property occurring as a result of the use of the Exclusive Use Area by the Owner or any occupier of the Lot, whether or not any claim, action or demand in respect of any such alleged liability is ultimately withdrawn or dismissed.

(4) Insurance

Any insurance effected and maintained by the Owner and any occupier of the Lot in respect of the Lot or the Business must be extended to cover the indemnity in clause (3).

(5) No consideration

The Owners Corporation acknowledges that no consideration is payable by the Owner for the grant of exclusive use rights under this by-law.

(6) Access

The Owner must, as and when reasonably required, provide access to the Exclusive Use Area to the Owners Corporation, its servants and agents and to any third party provider of utility services having a right of access and their respective servants and agents in order to effect maintenance, repairs or replacement of any matter or thing relating to the provision of utility services to the strata scheme within the Exclusive Use Area or accessible through the Exclusive Use Area.

Special By-Law 12

The owner of Lot 1 (Owner) has a right of exclusive use and enjoyment of, and a special privilege in relation to, the Exclusive Use Area on the following conditions:

1. The Owner may carry out the Installation Works and the Owner will be responsible for/absorb all costs associated with the Installation Works and the Owner:
 - (a) must, before doing any work:
 - (i) give written notice to the Owners Corporation; and
 - (ii) ascertain from the appropriate persons where service lines, pipes and conduits are located;
 - (iii) arrange with the strata manager suitable times and means by which access to the common property may be obtained;
 - (iv) if the Owners Corporation so requests in writing, provide a certificate from a structural engineer that the proposed work will not have any adverse effect on common property or any lot; and
 - (v) if the Owners Corporation so requests in writing, provide evidence of such insurances as the Owners Corporation requires in connection with the Installation Works;
 - (b) must comply with the reasonable requirements about the times and means by which access to the common property is obtained, as imposed by the Owners Corporation;
 - (c) must ensure that tradespeople and any persons involved in doing the Installation Works comply with the reasonable requirements about the times and means by which they obtain access to the common property, as imposed by the Owners Corporation;
 - (d) must not damage common property or service lines, pipes or conduits or interfere with or interrupt them or any of them;
 - (e) must do the Installation Works properly and the reasonable satisfaction of any relevant authority and, in respect of any common property that is affected, to the reasonable satisfaction of the Owners Corporation;
 - (f) must repair any damage caused to common property or the property of another owner or occupier;
 - (g) indemnifies the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the carrying out of the Installation Works and the use of the result of the Installation Works.
2. The Owners Corporation is to continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair the common property except for the common property within the Exclusive Use Area and the Installation Works which will be the responsibility of the Owner.
3. The Owner must:
 - (a) keep the Exclusive Use Area clean and Tidy;
 - (b) effect appropriate insurance in connection with the Owner's use of the Exclusive Use Area;
 - (c) promptly reimburse the Owners Corporation for the reasonable cost of any services which exclusively service the Exclusive Use Area; and
 - (d) comply with all requirements of any consent authority in connection with the use of the Exclusive Use Area.

4. The Owner releases the Owners Corporation from all claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person as a result of the Owner exercising rights under this by-law except to the extent that they are caused or contributed to by the wilful or negligent act or omission of the Owners Corporation.
5. The Owner indemnifies the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person as a result of the Owner exercising rights under this by-law except to the extent they are caused or contributed to by the wilful or negligent act or omission of the Owners Corporation.
6. In this by-law:

Exclusive Use Area means the common property area so marked on the plans forming Exhibit 1 (a copy of which is attached to the minutes of the meeting at which this by-law is made) along the left hand side wall of the level 10 lobby area when entering from Liverpool Street.

Installation Works means the construction and installation of a reception desk, chairs and ancillary equipment necessarily required to operate the Meriton Serviced Apartments reception including wall signage, within the Exclusive Use Area.

Special By-Law 13

The owner of Lot 1 (Owner) has a special privilege in respect of the Entry Doors forming part of the common property to carry out the Entry Works on the following conditions:

1. The Owner:
 - (a) must, before doing any work:
 - (i) give written notice to the Owners Corporation; and
 - (ii) ascertain from the appropriate persons where service lines, pipes and conduits are located;
 - (iii) arrange with the strata manager suitable times and means by which access to the common property may be obtained;
 - (iv) if the Owners Corporation so requests in writing, provide a certificate from a structural engineer that the proposed work will not have any adverse effect on common property or any lot; and
 - (v) if the Owners Corporation so requests in writing, provide evidence of such insurances as the Owners Corporation requires in connection with the Entry Works;
 - (b) must comply with the reasonable requirements about the times and means by which access to the common property is obtained, as imposed by the Owners Corporation;
 - (c) must ensure that tradespeople and any persons involved in doing the Entry Works comply with the reasonable requirements about the times and means by which they obtain access to the common property, as imposed by the Owners Corporation;
 - (d) must not damage common property or service lines, pipes or conduits or interfere with or interrupt them or any of them;
 - (e) must do the Entry Works properly and to the reasonable satisfaction of any relevant authority and, in respect of any common property that is affected, to the reasonable satisfaction of the Owners Corporation;

- (f) must pay for the costs associated with carrying out the Entry Works;
 - (g) must repair any damage caused to common property or the property of another owner or occupier; and indemnifies the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the carrying out of the Entry Works and the use of the result of the Entry Works.
- 2. The Owners Corporation is to continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair the common property including the Entry Works.
- 3. In this by-law:
Entry Doors means the glass sliding entry doors from Liverpool Street in the World Tower lobby.
Entry Works means the removal of the glass sliding doors comprising the Entry Doors and replacement with a glass revolving door system.

Special By-Law 14: Authorisation of Building Works in Lots 36 & 37

(1) Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by—law each of the owners for the time being (referred to in this by-law jointly and severally as the “Owners”) of Lots 36 and 37 (the “Lots”) shall have a special privilege in respect of the common property to carry out building works affecting the common property bordering the Lots and a right of exclusive use and enjoyment of that part of the common property affected by the building works incorporating:

- (a) demolition of the boundary wall between lots 36 and 37;
- (b) making good any and all common property surfaces affected by the above works, 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 the Works the Owners 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) workers’ compensation in accordance with applicable legislation; and
- (ii) the opinion of a structural engineer reasonably acceptable to the Owners Corporation to the effect that the demolition of part of the boundary wall between the Lots will not have an adverse effect on the structural integrity of the building and in that regard the Owners Corporation acknowledged that the opinion of Aurecon Australia Pty Limited dated 9 May 201 1 satisfies this condition.

(b) Performance of Works

In carrying out the Works, the Owners (including any contractor involved in the performance of the Works on behalf of the Owners) 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 and in such a way as to minimize disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;
- (ii) take reasonable precautions to protect all areas of the building outside the Lots from damage by the Works.
- (iii) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;
- (iv) keep all areas of the building outside the Lots clean and tidy throughout the performance of the Works, ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lots and remove all debris from the building resulting from the Works as soon as practicable;
- (v) only perform the Works at the times approved by the Owners Corporation (acting reasonably);
- (vi) 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;
- (vii) make good any damage caused by the Owners in the performance of the Works within a reasonable period after that damage occurs; and
- (viii) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owners, complete the Works within six months of their commencement.

(3) Liability and Indemnity

- (a) The Owners are 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 Owners 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.

(4) Other Rights and Obligations

The Owners must, at the cost of the Owners, maintain the alterations and additions installed in the course of the Works (including but not limited to any lining of the walls and ceiling in the area created by the demolition of the boundary wall and any 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.

(5) Costs

- (a) The Works must be undertaken at the cost of the Owners.
- (b) The Owners must attend to registration of this by-law and must bear the costs of preparation and registration of this by-law.

(6) Obligations of Owners

For the avoidance of doubt, the obligations of the Owners under this by-law are joint and several.

Note. This by-law was registered in dealing A117836 together with the documents in Annexure F to these by-laws.

Special By-Law 16

Rights

RESOLVED that the Owner of Lot 41 will have special privilege to carry out the installation of a double door facing south and CP Lobby subject to the following conditions.

Conditions

1. The Owner must submit all relevant and required documents or the Works to the Owners Corporation.
2. While carrying out the Works, the Owner must comply with the Works BMAUS World Tower Major Renovations Guidelines.
3. After completing the Works, the Owner is responsible for the care and maintenance of the double door

Definitions and Notes

These notes form part of the by-law.

Where any of the by-law terms are defined in the Strata Schemes Management Act 1996 (Act), they will have the same means as those words are attributed under the Act.

If any provision of this by-law is void or ineffective for whatever reason at law it is severed to that extent and the remainder of this by-law will continue to have its full force and effect.

This by-law, for this particular lot and subject matter, takes precedence over any other by-law of the strata scheme.

"Owner" means the registered owner of lot 41 in the strata scheme.

"Owners Corporation" means the owners of the lots in the strata scheme of SP71067

"Works" means the additions and alterations undertaken by the Owner (at the Owner's cost and to remain the Owner's fixtures) to install and maintain of a double door facing south and CP Lobby of lot 41.

Condition 1 - Before commencing the Works

The Owner is to submit all relevant plans, drawings and diagrams and other documents reasonably required by the Owners Corporation.

The Owner will obtain all necessary approval from relevant statutory authorities

Condition 2 - While carrying out the Works

When the Owner carrying out the works the Owner must:

- A. Transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.
- B. Protect all affected areas of the building outside their lot from damage by the Works or the transportation of construction materials, equipment or debris.
- C. Not create noise that exceeds a limit reasonably imposed by the Owners Corporation, interferes unreasonably with the peaceful enjoyment of the owner or occupier of another lot in the scheme, or otherwise causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building.
- D. Remove all debris resulting from the Works from the building within a reasonable time.

- E. Comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Works.

The Owner must also ensure that the Works are carried out:

- a. In a proper and workmanlike manner and by licensed contractors, and
- b. In accordance with the drawing and specifications approved by the local council or relevant third party authority (if applicable) and the Owners Corporation.

Condition 3 - After carrying out the Works

"the care and maintenance" referred in "Conditions" means the Owner must properly maintain and keep the Works and Common Property to which the Works are erected or attached in a state of good and serviceable repair. The Owner must repair and/or replace the Works if considered necessary by the Owners Corporation.

Condition 4 - At all times

The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, maintenance or replacement of the Works on the common property and/or for all costs of considering and making this by-law or obtaining certification of the Works incurred by the Owners Corporation (including legal costs) and will pay those amounts to the Owners Corporation upon request.

The Owner is liable for any damage caused to any part of the common property as a result of the erection, attachment, removal or replacement of the Works to the common property and the responsibility to make good that damage immediately after it has occurred.

The Owners Corporation has the right to:

- a. Carry out all work necessary to perform their obligations.
- b. Entry upon any part of lot 41 to carry out works; and to recover the cost of carrying out that work from the Owner as a debt in one the following ways:
 - i. As a special levy for lot 41. or
 - ii. As a request of payment for lot 41 by giving notice to the Owner, where the payment is due on 30th day from the date of notice.

If the debt is not paid on or prior to the relevant due date, a simple interest of 10 percent per annum to the balance of the debt will be accrued on daily basis to the date upon which the debt is paid in full.

Annexure A Building Works Conditions

1 Building Works Conditions

1.1 General conditions applying to Building Works

Building Works must:

- (a) be carried out in accordance with and comply with any applicable law or Approval;
- (b) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;
- (c) comply with the National Construction Code and the Building Code of Australia and not cause the parcel or any part of it to breach either of those codes;
- (d) be fit for their purpose;
- (e) only be carried out using materials belonging to you and not subject to any charge, lien, security interest or similar;
- (f) be carried out with due diligence and expedition and within a reasonable time;
- (g) cause a minimum of disruption to the use of the parcel and a minimum of damage to the parcel;
- (h) in any event, not occasion the occupation or use of open space areas of common property except as otherwise specifically approved in writing by the owners corporation;
- (i) except as otherwise approved by the owners corporation, be carried out only between the hours of 7:30am and 5:30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales) or between 8:30 am and Midday on a Saturday;
- (j) not cause damage to the parcel or any part of the parcel otherwise than authorised hereunder;
- (k) not adversely affect the structure or support of the parcel;
- (l) not compromise the proper functioning or performance of any existing system or element of the parcel, including without limitation with respect to waterproofing or fire protection; and
- (m) not cause or amount to a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the parcel by other owners or occupiers of lots.

1.2 Connection to services

Except as otherwise approved in writing by the owners corporation, to the extent the Building Works are connected to any electrical, gas, water or other services, they must be connected only to such services that are separately metered to your lot (provided such separately metered services are otherwise connected to the lot).

1.3 Cleanliness, protection and rectification

You must:

- (a) ensure the parcel is adequately protected from damage that may be caused by Building Works;
- (b) ensure any part of the parcel affected by Building Works is kept clean and tidy and is left clean and tidy on completion of Building Works; and
- (c) if Building Works cause damage to the parcel, rectify that damage, including doing any necessary Building Works.

1.4 Bond

You must, before carrying out Building Works, pay a bond to the owners corporation to secure compliance with your obligations under these Building Works Conditions in respect of those Building Works.

1.5 Plans and specifications

If the owners corporation has not previously been provided with them, you must provide a copy of any plans and specifications relating to Building Works to the owners corporation. Where those plans and specifications relate to any element of Building Works that is proposed to be undertaken, those plans and specifications must be provided to the owners corporation before that element of those Building Works is undertaken.

1.6 Insurance

You must effect and maintain the following insurance (or ensure the same is effected and maintained):

- (a) any insurance required by law in connection with Building Works; and
- (b) contractors all-risk insurance (including public liability insurance to a limit of not less than per event) in respect of the conduct of the Building Works naming the owners corporation as a beneficiary.

1.7 Ownership of works

Building Works form part of the common property only to the extent that they are affixed to the common property and occupy cubic space forming part of the common property.

1.8 Definitions

In addition to the terms otherwise defined herein, in these Building Works Conditions, unless the context otherwise requires:

Building Code of Australia has the meaning given to it under the Environmental Planning and Assessment Act 1979;

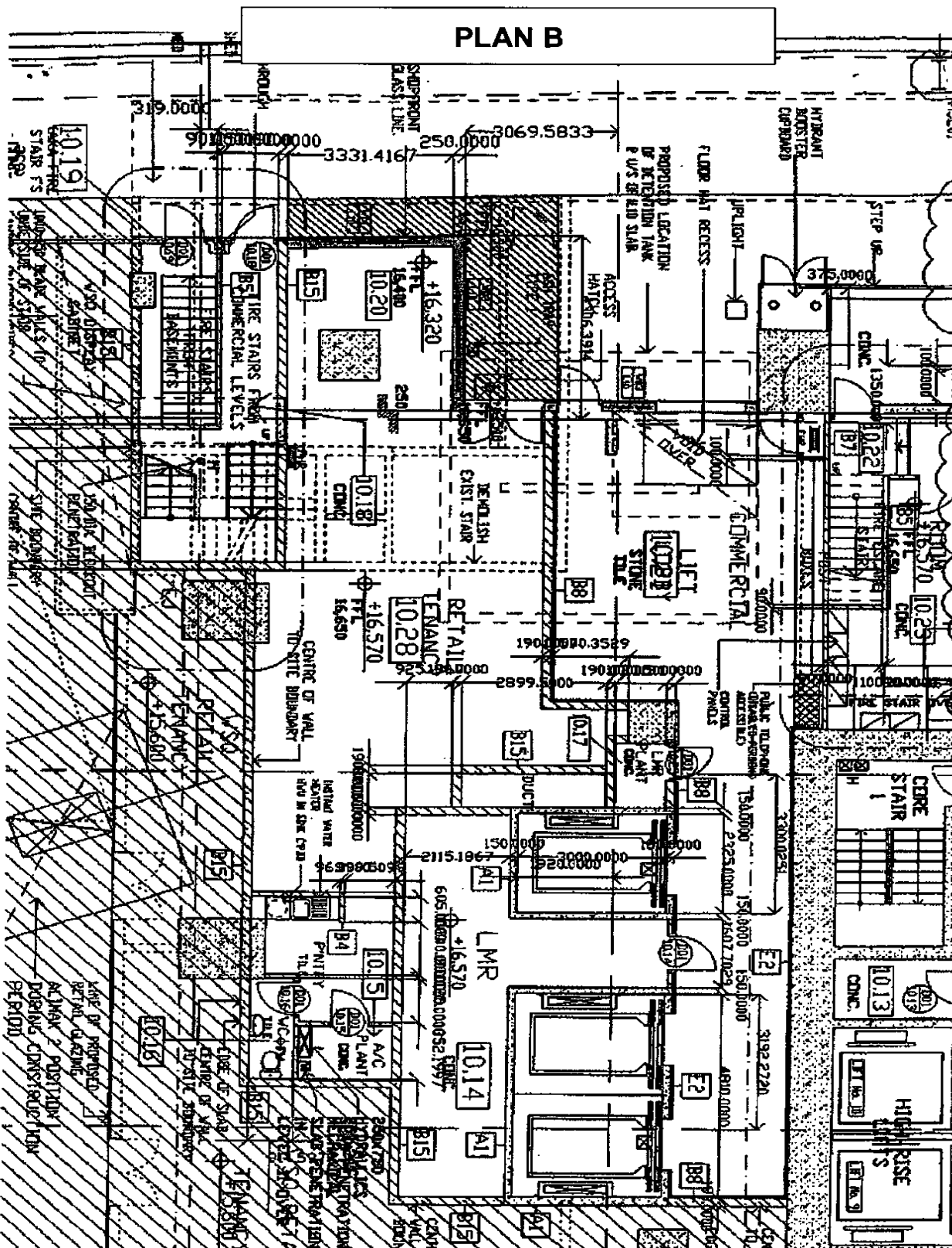
Building Works means building works and related products and services that you are required or permitted to put effect to hereunder, and includes a reference to:

- (a) ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of those building works, and the supply of those products and services; and
- (b) as the context may require, a reference to the result of those building works and related products and services being done and supplied; and

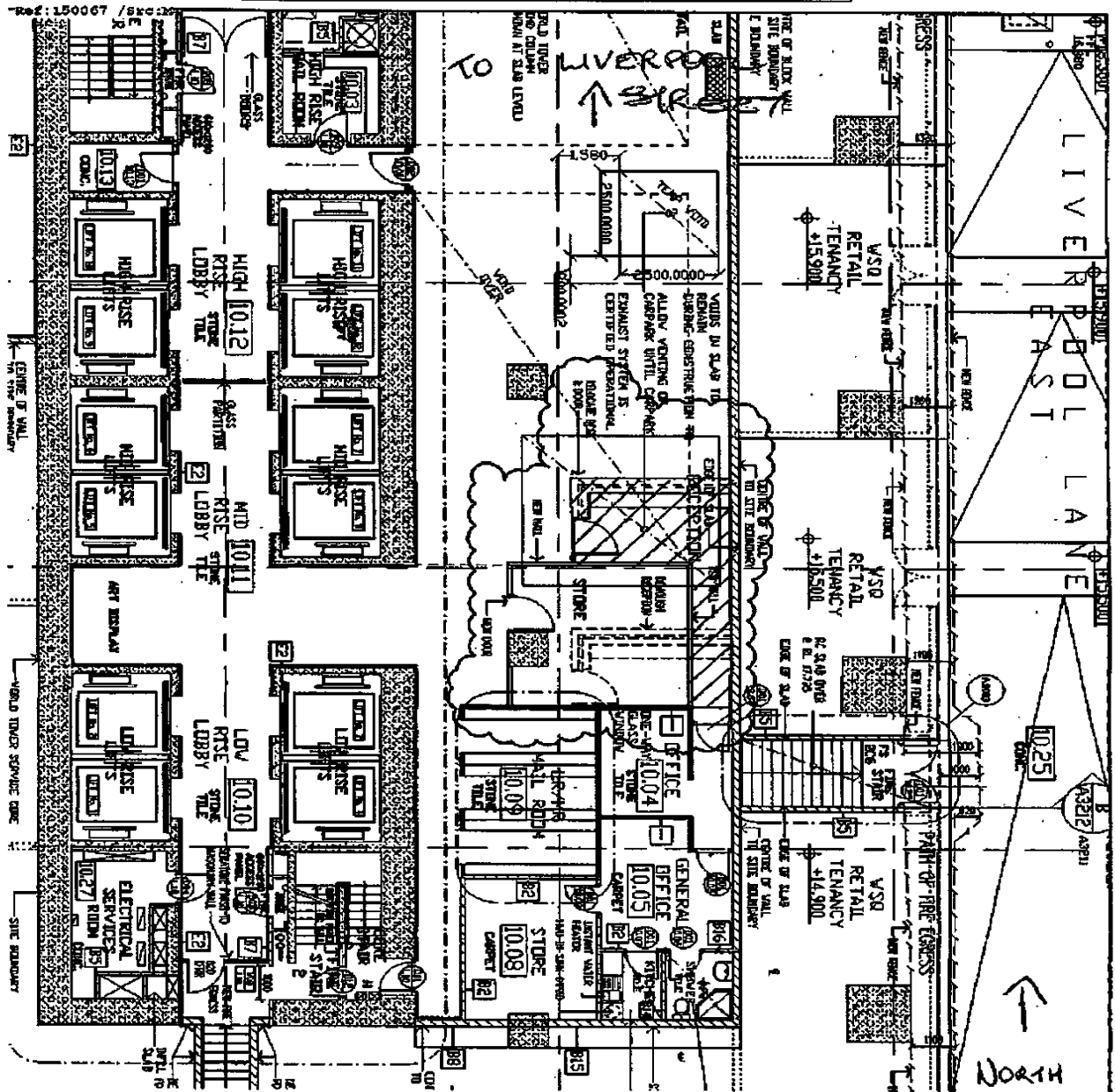
National Construction Code means the National Construction Code published by the Australian Building Codes Board from time to time.

you means a person who is required to comply with these Building Works Conditions, or whose Building Works are required to comply with these Building Works Conditions; and

your has a corresponding meaning to You.



PLAN C

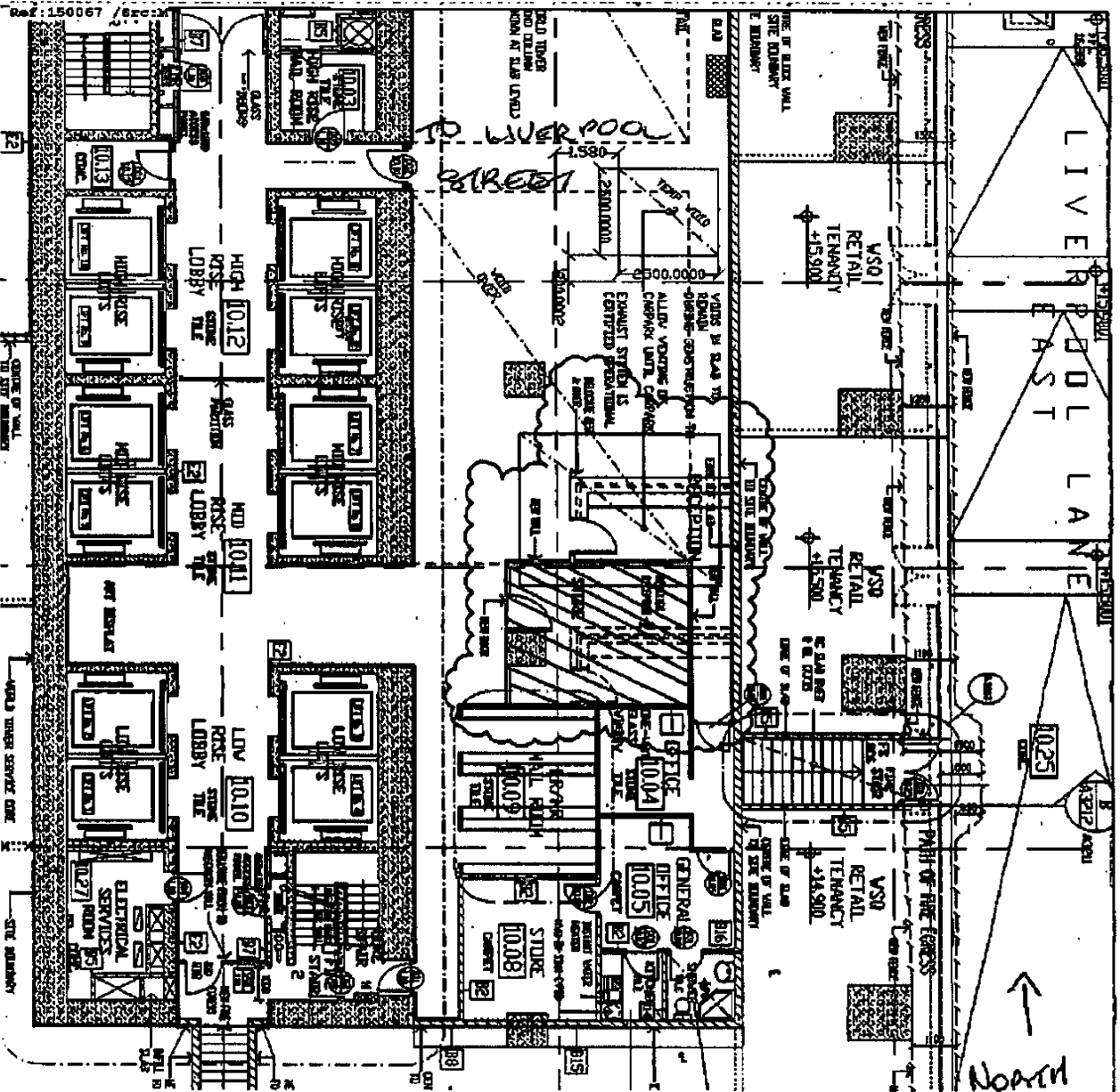


APPENDIX A

Diach

DRAWING STATUS	A 18-11-02 ISSUE FOR CONSTRUCTION		IN ARCH
	ISSUE DATE	REVISION	BY CHECKED
 Meriton Apartments Pty. Ltd. 257-277 Castlereagh Street, Sydney, NSW 2000 Tel: (02) 8284 7177 Fax: (02) 8284 1402 Email: info@meriton.com.au Website: http://www.meriton.com.au	PROJECT: WORLD TOWER STONEY CHR GEORGE & LIVERPOOL STREET		SCALE: 1:100 DATE: NOV '02
	DRAWING: LEVEL 10 - RECEPTION		ISSUE: -
	CAD FILE: A2011-17	PROJECT No: NONE	PLAT DATE: 2011-17 DATE: NONE
	IN PURSUANCE OF MERITON APARTMENTS PTY. LTD. BOARD		DO NOT SCALE THIS DRAWING IS FOR INFORMATION ONLY AND SHOULD NOT BE USED FOR CONSTRUCTION UNLESS SPECIFICALLY NOTED TO DO SO

PLAN D



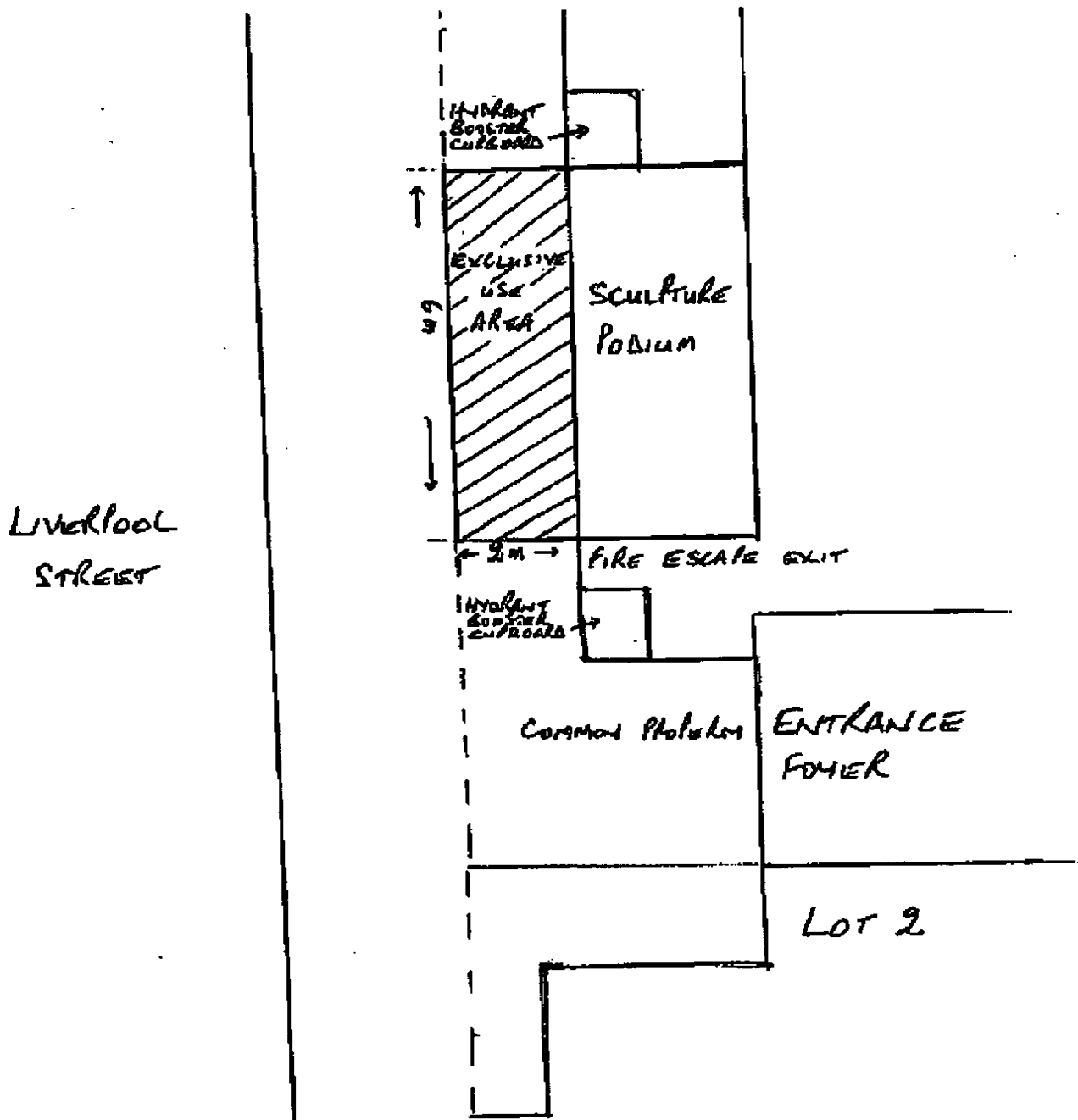
APPENDIX B.

Handwritten signature/initials

DRAWING STATUS		A 29-11-01 ISSUE FOR CONSTRUCTION		IN	ARCH
ISSUE DATE		REVISION		BY	CHECKED
 Meriton Apartments Pty. Ltd. 257-277 Castlereagh Street, Sydney, NSW 2000 Tel: (02) 8264 7177 Fax: (02) 9664 1402 Email: info@meriton.com.au Internet: http://www.meriton.com.au					
PROJECT:				SCALE:	DRG No.
WORLD TOWER SYDNEY				1:100	2210.17
CHURCH & LIVERPOOL STREET				DATE:	ISSUE:
DRAWING:				REV	NO
LEVEL 10 - RECEPTION					
ON BEHALF OF		CAD FILE:	PROJECT No:	PLOT DATE:	SCALE:
MERITON APARTMENTS PTY. LTD.		A222M-11	NONE	DATE: 08/08	1:100
SIGNED					

PLAN E

PLAN of EXCLUSIVE USE AREA For LOT 2 in STRATA PLAN 71067 In FRONT of SCULPTURE PODIUM



ANNEXURE F

This page and the following 5 pages



9 May 2011

Cheryl Foo
Travel World Australia
Suite 1315, Level 13
World Tower Commercial
87-89 Liverpool Street
Sydney NSW 2000

Aurecon Australia Pty Ltd
ABN 54 005 139 873
116 Military Road
(PO Box 536)
Neutral Bay
New South Wales Australia 2089

Telephone: +61 2 9485 5599
Facsimile: +61 2 9485 5598
Email: sydney@ap.aurecongroup.com
www.aurecongroup.com

LOTS ATTACHMENTS BY LAW
36+37 - to be registered

Dear Cheryl,

**Structural Advice Letter – Assessment of Internal Wall Between Suites 1315 and 1314,
Level 13, World Tower Commercial, 87-89 Liverpool Street, Sydney**

As requested by Travel World Australia, we have completed a structural review of the existing internal wall between Suites 1315 and 1314 to assess the feasibility of penetrations or removal in full.

1. STRUCTURAL ASSESSMENT

We can advise that the existing wall between Suites 1315 and 1314 (as marked on the attached structural plans S200[C] & S062[C], images taken from site at the locations shown on S200[C], and Strata Plan Form 2 [SP71087] by TWA) is not detailed on the structural drawings and does not provide structural support. Accordingly, it can be removed in full.


The adjoining walls to the East and West (W14 and W40, respectively) provide structural support for the World Tower and MUST NOT be damaged as a result of removing the adjoining wall or any subsequent fit-out works.

Please note that no assessment has been made of how the space will be used after the adjoining wall is demolished. Furthermore, our review does not relieve subsequent contractors from providing demolition and/or fit-out services with due care and diligence when carrying out the works. They should be experienced in this field if they are engaged to commence such works.

Our advice is structural only. Services matters such as electrical conduits, sanitary and plumbing works, etc. are the responsibility of others.

Please do not hesitate to contact us on the above matters if you have any queries.

Yours sincerely,


Geoff Freeman
Aurecon



ENC: Structural Drawings S200[C] & S62[C]
Site images at locations shown on S200[C]
Strata Plan Form 2 [SP71067] by TWA

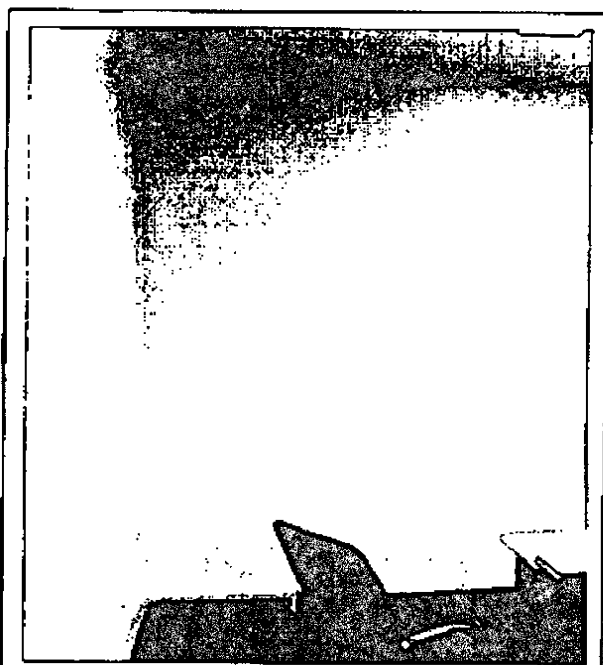


Image 1



Image 2

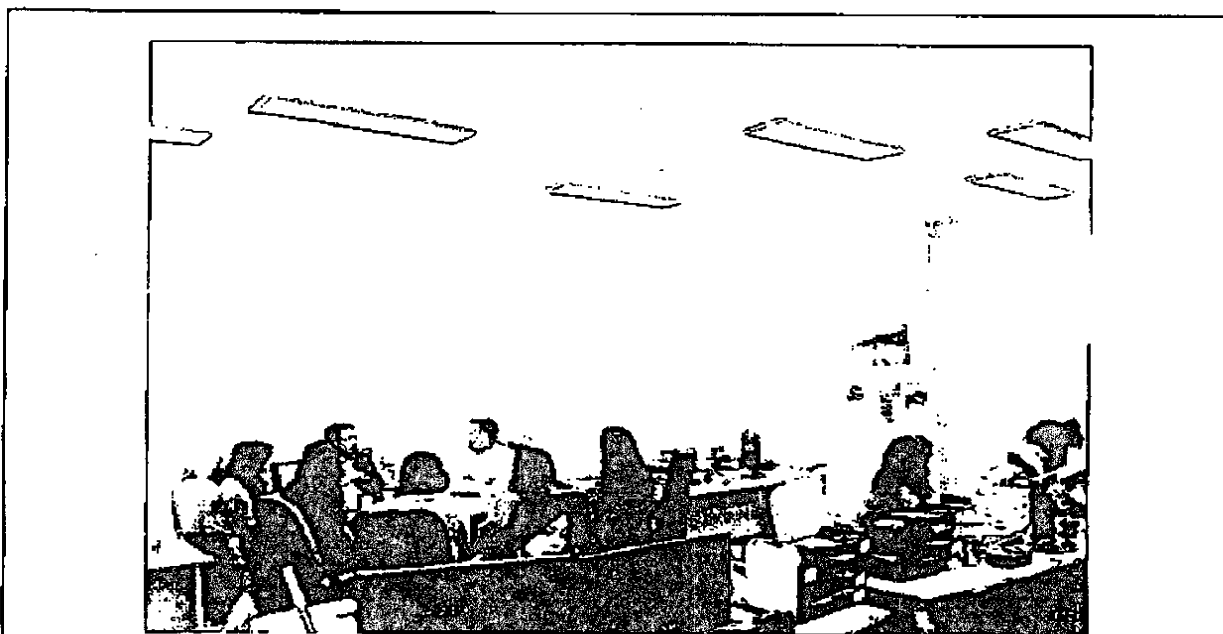


Image 3

FILE C:\DOCUMENTS AND SETTINGS\GRIMSHAW\DESKTOP\WORLD TOWER - TWA\PHOTOS\SITE INSPECTION IMAGES.DOCX | GF4g | PAGE 1

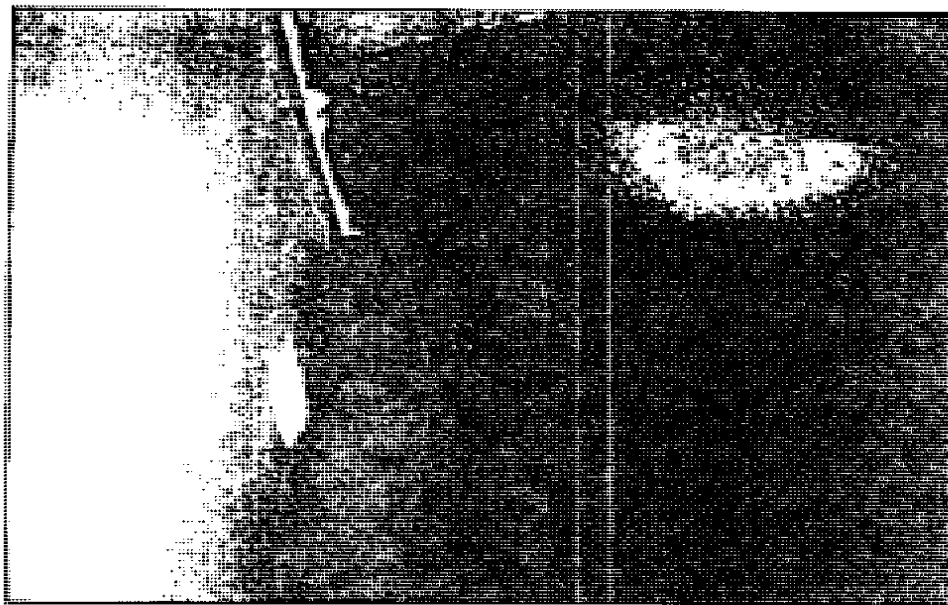


Image 4 (L14 soffit)

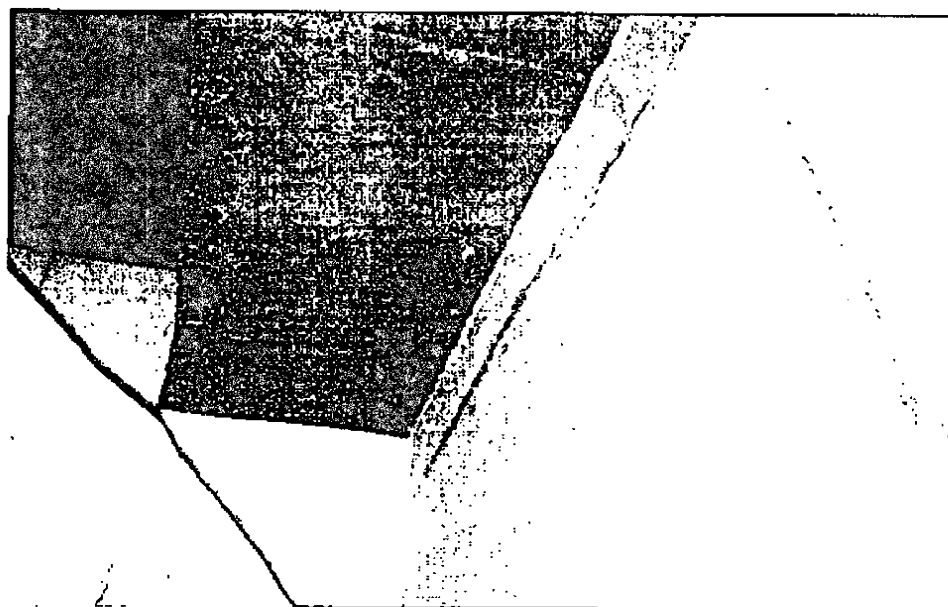
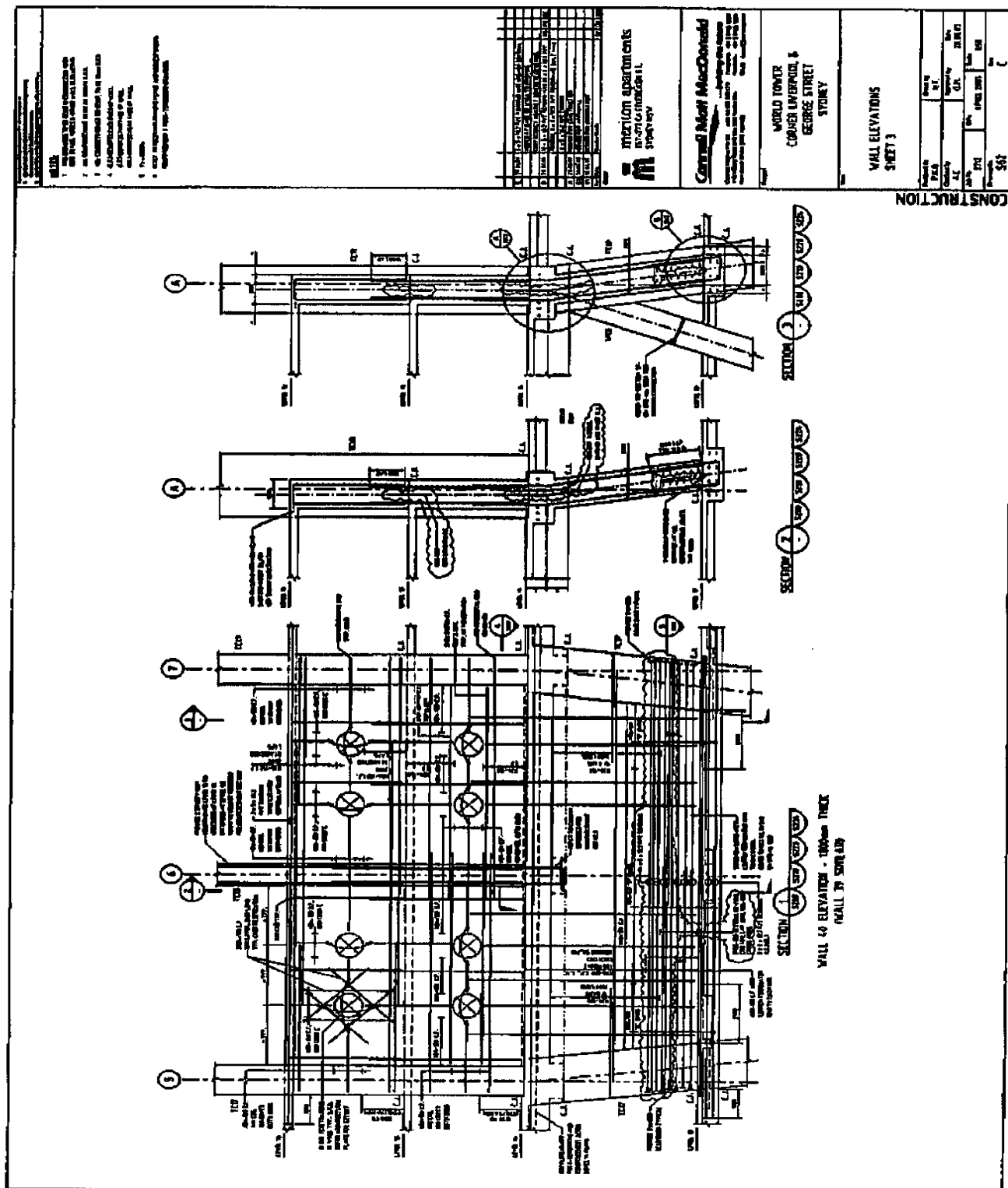
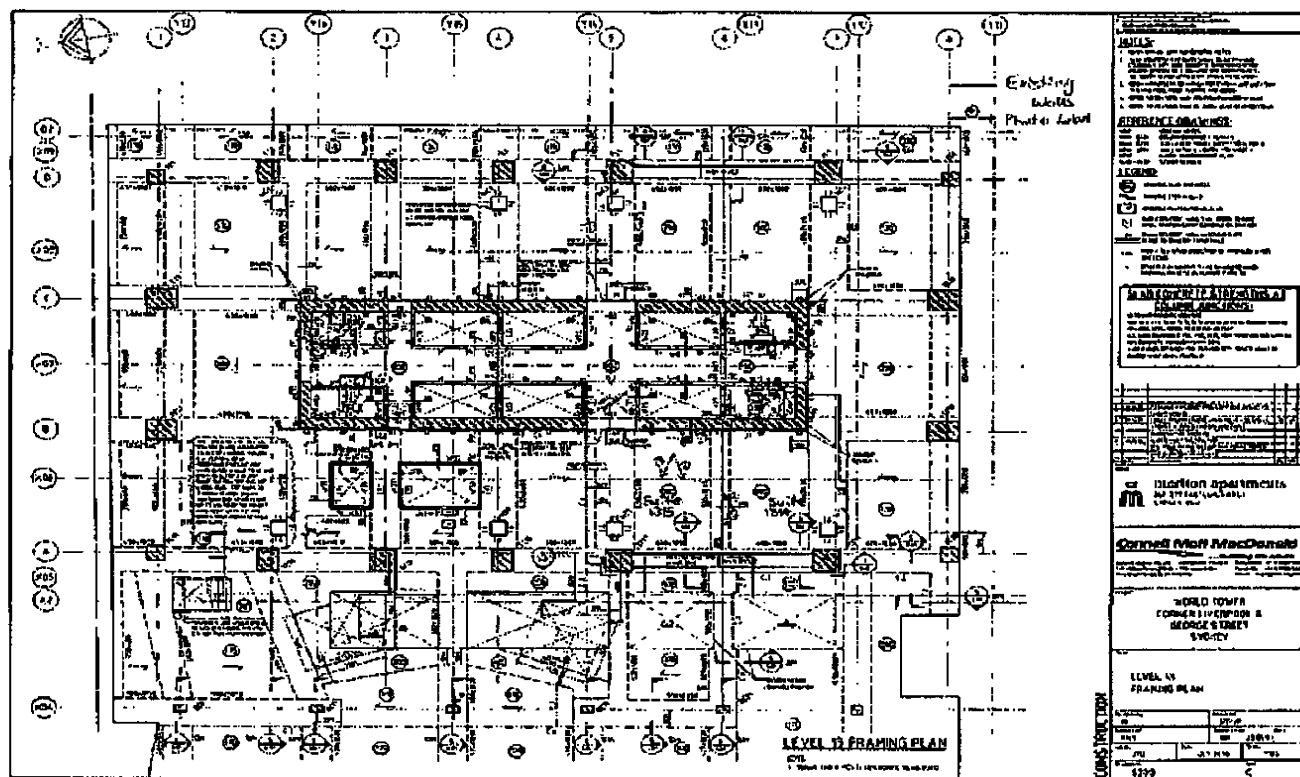


Image 5 (L14 soffit)

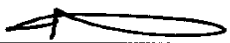




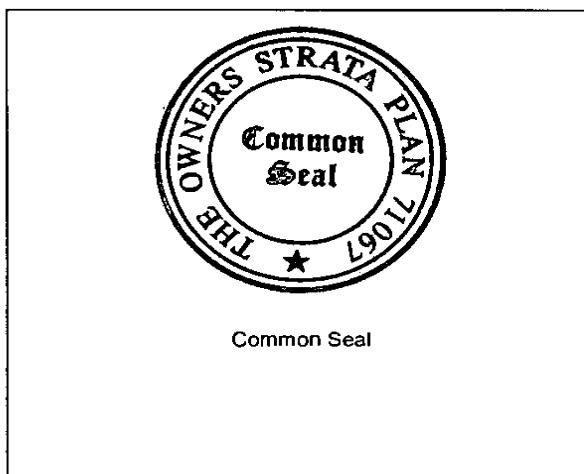
Signed by the person(s) who attested the affixing of the seal of the Owners Corporation to the Form 15CB Change of By-Laws to which this document is Annexed.

Execution

THE COMMON SEAL of **The Owners—Strata Plan No 71067** was hereunto affixed on the date shown in the presence of the following, being the person(s) authorised under section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature of Authorised Person 
Full name of Authorised Person ANTHONY MAROON
Capacity of Authorised Person STRATA MANAGER
Address of signatory LEVEL 8, 99 YORK ST SYDNEY . 2000

Signature of Authorised Person
Full name of Authorised Person
Capacity of Authorised Person
Address of signatory



Common Seal

10 DECEMBER 2018 Date of affixing of the Seal

Approved Form 10

Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

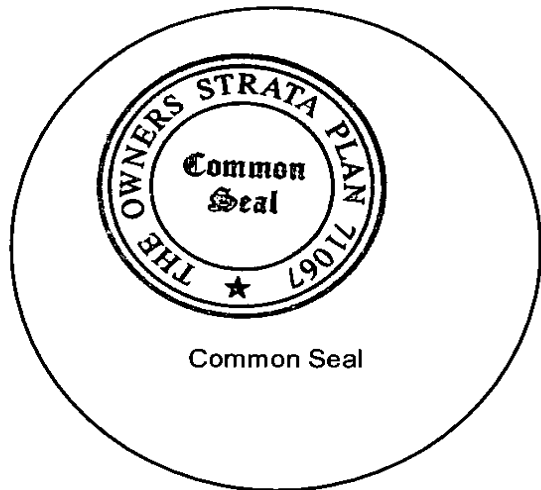
The seal of The Owners—Strata Plan No 71067 was affixed on ^ 10 DECEMBER 2018 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal:

Signature: [Signature] Name: ANTHONY MAROON Authority: STRATA MANAGER

Signature: Name: Authority:

^ Insert appropriate date

* Strike through if inapplicable



2 February 2021

Infotrack Pty Limited

Reference number: 8000407352

Property address: World Tower U 3109/91 Liverpool St Sydney NSW 2000

Service location print is not available

Unfortunately, we don't have a Service location print available for this property.

The fee you paid has been used to cover the cost of searching our records.

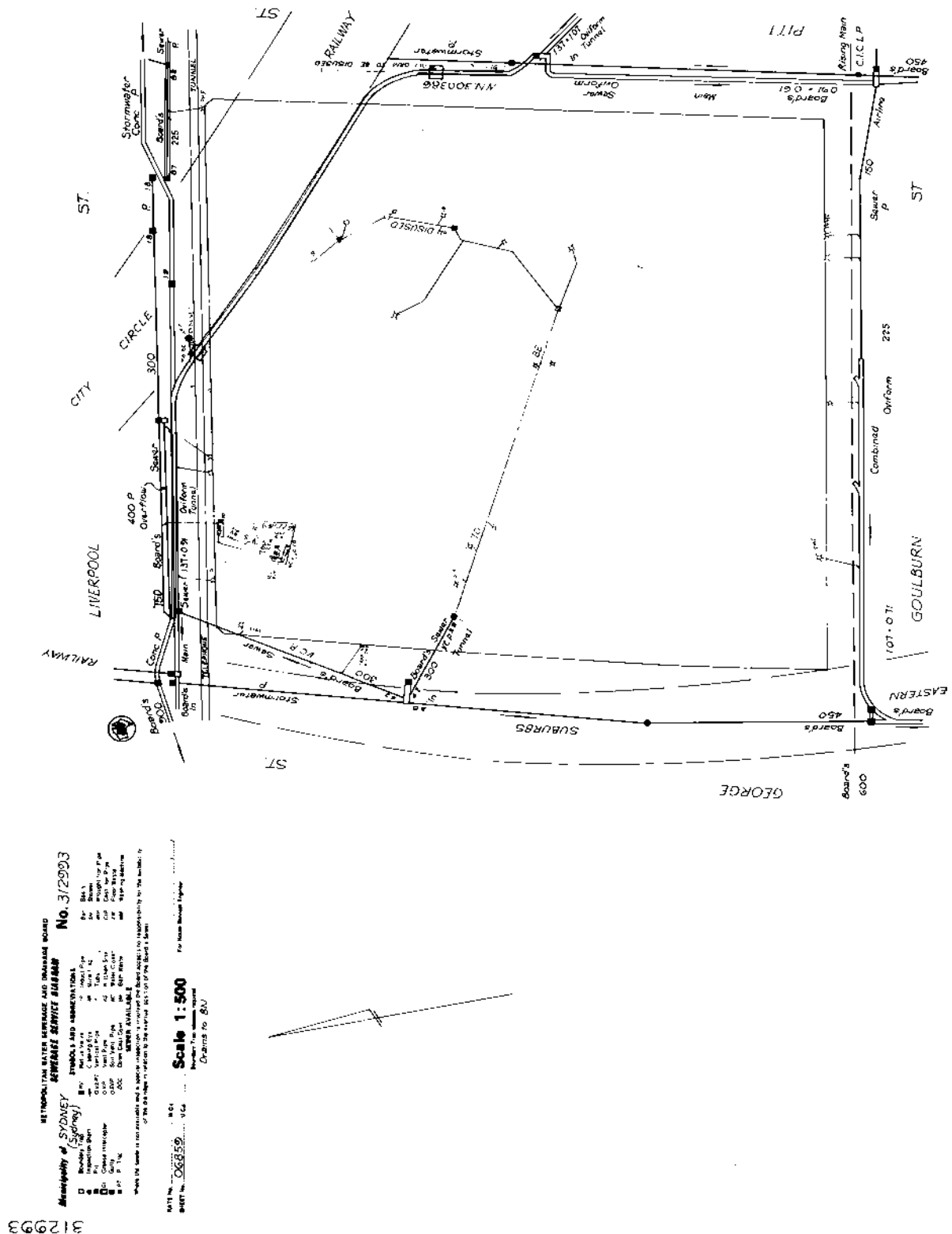
Yours sincerely

A handwritten signature in black ink, appearing to read "Greg Staveley".

Greg Staveley
Manager Business Customers

Sewer Service Diagram

Application Number: 8000407350



Document generated at 02-02-2021 10:30:35 AM

Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.