

ePlan (DOC.16)

Sheet 1 of 22

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.

Plan: **DP270215**

Plan of Subdivision of Development Lot 82 in
 Community Plan 270215 covered by Council's
 Certificate No **33/2010**.

Full name and address of the owner of the land: Jacksons Landing Developments Pty Limited ACN 073 932 206 of 30
 The Bond, Hicksons Road, Millers Point

Part 1 (Creation)

Number of item shown in the intention panel on the plan:	Identify 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 for Access Variable Width (3A) (Limited in Stratum)	83 84	CP/SP76418 and CP/SP82306 and 84 83
2	Easement for Services (3B) (Whole of Lot)	83 84	84 83
3	Easement for Fire Stairs and Passages (3C) (Whole of Lot)	83 84	84 83
4	Easement for Access and Maintenance (3D) (Whole of Lot)	85	83
5	Easement for Construction Purposes Variable Width (3E) (Limited in Stratum)	83	84
6	Easement for Support and Shelter (3F) (whole of lot)	83 84	84 83
7	Easement for Visitor Parking Variable Width (3G) (Limited in Stratum)	83	CP/SP82306 CP/SP76418
8	Easement for Support 9.01 wide and variable (3H) (Limited in Stratum)	83	85
9	Positive Covenant	83	Council of the City of Sydney and Ministerial Holding Corporation

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Council Authorised Person

A. McNamee
[Signature]

[Signature]
[Signature]

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10	Easement for Crane Jib Swing Variable Width (3J) (Limited in Stratum)	83	84
11	Easement to use Loading Dock Variable Width (3K) (Limited in Stratum)	83	84 CP/SP82306
12	Easement for Visitor Parking Variable Width (3L) (Limited in Stratum).	83 84	84 83
13	Easement to use Garbage Room Variable Width (3M) (Limited in Stratum)	83	84
14	Easement to Drain Water 0.5, 5.4 and 9.01 wide (3N) (Limited in Stratum)	83	85
15	Positive Covenant	83	Council of the City of Sydney and Ministerial Holding Corporation
16	Easement to use Carwash Bay Variable Width (3P) (Limited in Stratum)	84	83
17	Restriction on the Use of Land	83, 84	Council of the City of Sydney
18	Restriction on the Use of Land	83, 84	Council of the City of Sydney

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A. McNeill

X *De*
X *Sh*

X *Sh*
X *Sh*

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Part 2 (Terms)

1. Interpretation

1.1 Definitions

In this instrument, unless a contrary intention appears:

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

Authorised User means any person authorised by a prescribed authority or the Grantee of the Lot Benefited (as the case may be) for the purposes of any Easement created by this Instrument, and includes:

- (a) if the Grantee is or becomes a Strata Scheme, each registered proprietor of a lot in that Strata Scheme, and any occupier or lessee of that lot as authorised by the Owners Corporation;
- (b) the Grantee's tenants, employees, agents, contractors and licensees; and
- (c) where the Grantee is an Authority Benefited, the officers, servants, agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under this Instrument.

Building means the complex of buildings at Distillery Hill with shared substructure known as Knox on Bowman, Stonecutters, Sugar Dock and Silk.

Conveyancing Act means the *Conveyancing Act 1919* (NSW).

Easement includes any easement, covenant, positive covenant or restriction on use created in this Instrument.

Easement Site in relation to an Easement, means:

- (a) the site of the Easement identified in the Plan; and
- (b) all items within the site of an Easement identified in the Plan which are the subject of the Easement.

Grantee means;

- (a) the owner or mortgagee in possession of the Lot Benefited; and
- (b) an Authority Benefited.



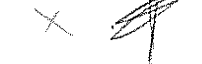
Grantor means the owner or mortgagee in possession of the Lot Burdened.



Instrument means this section 88B instrument.

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Knox on Bowman means that part of the Building erected within lot 63 DP270215 (being Strata Plan 76418).

Lot Benefited means the whole or any part of a lot having the benefit of an Easement.

Lot Burdened means the whole or any part of a lot having the burden of an Easement.

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

Occupier means each lessee or licensee from time to time (including each subordinate or under lessee or licensee) of a Lot Burdened.

Owners Corporation means an owners corporation constituted under the Management Act on registration of a Strata Plan.

Services includes water, sewerage, drainage, gas, electricity, ventilation, lighting, irrigation, exhaust, air-conducted air, air-conditioned air, garbage, telephone, television or radio impulses or signal services.

Silk means that part of the Building to be erected within lot 84 DP270215.

Stonecutters means that part of the Building erected within lot 81 DP270215 (being Strata Plan 82306).

Strata Plan means a strata plan registered under the Act.

Strata Management Statement means a strata management statement registered according to the Act which applies to any of the lots in the Plan.

Strata Scheme means a strata scheme created under the Act.

Sugar Dock means that part of the Building erected within lot 83 DP270215.

1.2 Unless a contrary intention appears, a reference in this Instrument to:


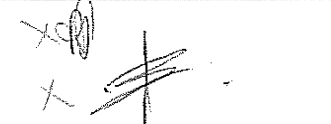
- (a) **(reference to anything)** a reference to anything is a reference to the whole or each part of it; and
- (b) **(references to statute)** a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (c) **(singular includes plural)** the singular includes the plural and vice versa; and
- (d) **(meaning not limited)** the words "include", "including", "for example", amongst other things or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

1.3 Headings do not affect the interpretation of this Instrument.

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- 1.4 A requirement in an Easement (other than a positive covenant under Section 88B of the Conveyancing Act) which requires the Grantee or Grantor to maintain or repair an Easement Site or any thing in an Easement Site is a positive covenant according to Section 88BA of the Conveyancing Act except that subsections (6) and (7) do not apply.
- 1.5 The rights and obligations in an Easement that do not provide for extinguishment and removal of that Easement from the relevant titles upon a dedication of Lot Burdened as a Public Road is intended to continue to apply after any such dedication. In other words, the dedication is intended to occur subject to those Easements.

2. Covenants and agreements between Grantee and Grantor

The conditions, covenants and restrictions in this Instrument, including those within this clause and in each of the Easements, are covenants and agreements between:

- (a) the Grantee for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it with which the right is capable of enjoyment; and
- (b) the Grantor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment

to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the Easements.

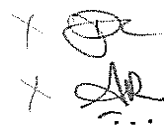
3. Complying with this Instrument and the Strata Management Statement

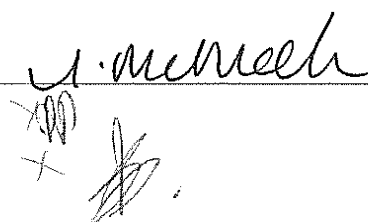
- 3.1 This clause applies to each Easement.
- 3.2 The Grantee and Grantor must, as appropriate, comply with the terms of the Easements.
- 3.3 For each Easement, the Grantee must use reasonable endeavours to ensure that its Authorised Users comply with the terms of the Instrument when they exercise their rights or comply with their obligations under this Instrument.
- 3.4 If a notice to the Grantor is required to be given under this Instrument, that notice must also be given to each Occupier. If the Grantor is an Owners Corporation, the notice must be given to the strata manager and the on-site manager for the Owners Corporation, if any. Notice required in the case of an emergency may be given verbally.
- 3.5 For each Easement in this Instrument, the Grantee must:
 - (a) comply with a Strata Management Statement [including any architectural code and shared facilities code adopted according to a Strata Management Statement]; and
 - (b) use reasonable endeavours to ensure that its Authorised Users comply with a Strata Management Statement [including any architectural code and shared facilities code adopted according to a Strata Management Statement.]

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4. Effect of the Strata Management Statement

- 4.1 Clauses 4.2 and 4.3 apply to each Easement in this Instrument.
- 4.2 If a Grantor is entitled under an Easement to make rules about the use of an Easement Site by a Grantee or Authorised User, the rules must be consistent with the Easement and a Strata Management Statement. A Strata Management Statement prevails to the extent of any inconsistency.
- 4.3 If a Strata Management Statement regulates the apportionment of costs in relation to an Easement or Easement Site and there is an inconsistency between the apportionment of costs and a Strata Management Statement, the Strata Management Statement prevails to the extent of the inconsistency.

EASEMENTS

5. Terms of Easement for Access (3A) numbered 1 in the Plan

5.1 This easement benefits

- (a) the Grantee of the Lot Benefited or of any part of that lot with which the right is capable of enjoyment; and
- (b) any Authorised User.

5.2 The Grantee and any Authorised User may:

- (a) on foot; and
- (b) with a vehicle

pass and repass across that part of the Lot Burdened by this easement, with or without any tools, containers, equipment or other such items, to get to or from the Lot Benefited and to or from any shared garbage rooms, shared services, facilities, rooms and associated conduits situated on the Lot Burdened.

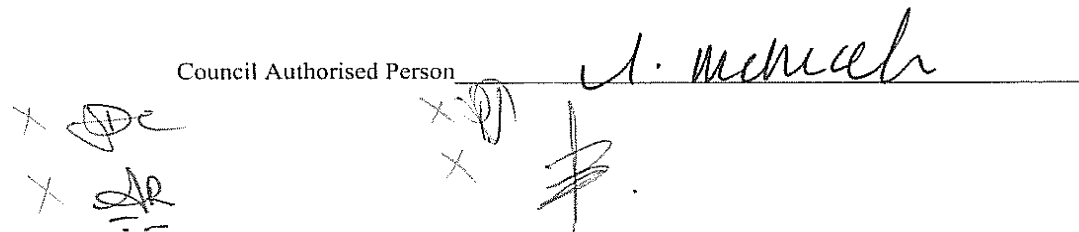
5.3 In exercising the right referred to in this clause, the Grantee and any Authorised User must severally:

- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and
- (b) cause as little damage as is practicable to the Lot Burdened and any improvement to or on the Lot Burdened;
- (c) make good any collateral damage;
- (d) make sure that any fire doors are kept securely shut after passing across that part of the Lot Burdened to get to or from the Lot Benefited ; and

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The block contains several handwritten signatures and initials. A prominent signature, possibly 'J. Menecher', is written over a horizontal line. Below and to the left of this line are several sets of initials and marks, some of which are crossed out with an 'X'.

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(e) clean any dirt, spillage or other matter caused by them.

5.4 The Grantor and the Grantee must keep and maintain in good and substantial repair order and condition that part of the Lot Burdened by this easement and must carry out any works that are reasonable necessary including constructing placing repairing or maintaining trafficable surfaces, walkways or structures to ensure that the right of access are suitable for use.

5.5 If the Grantor fails to comply within a reasonable time with the provisions of clause 5.4, the Grantee may do anything reasonably necessary to ensure the right of access is suitable for use including:

(a) entering the Lot Burdened; and

(b) taking anything on to the Lot Burdened,

as reasonably required for the purposes of carrying out work on or within the right of access including constructing, placing, repairing or maintaining trafficable surfaces, walkways or structures.

6. Terms of Easement for Services (3B) numbered 2 in the Plan

6.1 The Grantee may:

(a) pass Services supplied to the Grantee through each Lot Burdened; and

(b) do anything reasonably necessary for that purpose, including:

(i) entering the Lot Burdened; and

(ii) taking anything on to the Lot Burdened; and

(iii) carrying out work, such as installing, construction, placing and repairing conduits, structures and equipment in connection with the Services.

6.2 In exercising those powers, the Grantee must:

(a) comply with the approvals and requirements of any governmental agencies and with the reasonable requirements of the Grantor when carrying out works; and

(b) ensure all work is done properly; and

(c) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;

(d) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and



(e) restore the Lot Burdened as nearly as is practicable to its former condition; and




(f) make good any collateral damage; and

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X 
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(g) obey all reasonable directions of the Grantor and any occupier of the Lot Burdened.

7. Terms of Easement for Fire Stairs and Passages (3C) numbered 3 in the Plan

7.1 The Grantee and any Authorised User may pass and repass across the Lot Burdened by foot only and only for the permitted purpose of getting to or from the Lot Benefited in an emergency or fire or for fire drill purposes.

7.2 In exercising the rights under clause 7.1, the Grantee must:

- (a) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened; and
- (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
- (c) make good any collateral damage.

8. Terms of Easement for Access and Maintenance (3D) numbered 4 in the Plan

8.1 Subject to clause 8.3 the Grantee may:

- (a) by any reasonable means pass across and access Lot Benefitted from the Lot Burdened to inspect, maintain, renovate, repair, replace, construct and carry out work on the water membrane system and other parts of the building situated within the Lot Benefitted, access to which is not otherwise reasonably able to be obtained other than from the Lot Burdened.
- (b) dig up any surface or structure on or in the Lot Burdened to do anything contemplated by clause 8.1(a);
- (c) take anything on to the Lot Burdened including any vehicles, equipment and materials as may be reasonably necessary for such purpose;
- (d) carry out any of the above work and any associated works for such purpose.

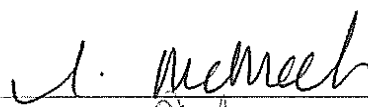
8.2 In exercising the right referred to in clause 8.1, the Grantee must:

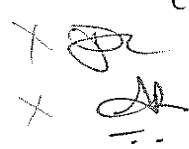
- (a) obtain all necessary consents from all relevant government agencies; and
- (b) ensure all work is done properly; and
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement to or on it; and
- (d) restore the Lot Burdened as nearly as is practicable to its condition prior to commencement of the works; and ;
- (e) make good any collateral damage; and

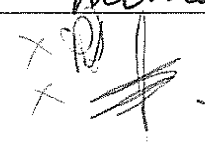
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- (f) not do anything which will in any way detract from the stability of any structure contained within or placed on the Lot Burdened.

8.3 The Grantee must:

- (a) give the Grantor at least one week's written notice before entering the Lot Burdened for the purpose set out in clause 8.1. However if there is an emergency, no notice is required.
- (b) co-ordinate access and all work within the Lot Burdened with the Grantor;
- (c) cause as little inconvenience to the Grantor and other users of the Lot Burdened as is practicable in the circumstances;
- (d) ensure that vehicular access across the lot Burdened is reasonably maintained at all reasonable times.

8.4 The Grantor must not do or allow anything to be done to damage or interferes with the roof membrane or other parts of the building.

9. Terms of Easement for Construction Purposes Variable Width (3E) numbered 5 in the Plan

9.1 The Grantee may:

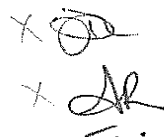
- (a) use that part of the Lot Burdened indicated on the plan for the purpose of carrying out all necessary construction work on, or on any structure on, the site of the Easement on the Lot Benefited in order to construct the building on the Lot Benefited which cannot otherwise reasonably be carried out; and
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering into the Lot Burdened;
 - (ii) taking anything onto the Lot Burdened;
 - (iii) subject to clause 9.2, installing, keeping and using any scaffolding, plant, equipment and machinery on the Lot Burdened; and
 - (iv) subject to clause 9.2, retaining the footings of cranes, the tower and support structures for the cranes and other equipment and machinery on the Lot Burdened

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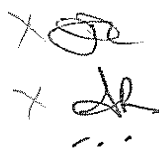
- 9.2 If the Grantee's exercise of any of its rights under this easement restricts access to or use of carspaces or storage lots within the Lot Burdened for any period of time, the exercise of these rights is subject to the Grantee first providing alternate parking space/s and storage facilities to the affected owner or occupier of the Burdened Lot.
- 9.3 If any part of the Lot Burdened forms a carspace or storage lot within a subsequent strata scheme, that part of the lot is not subject to the provisions of clause 9.1(b) (iii) and (iv).
- 9.4 In exercising those powers, the Grantee must:
- (a) ensure that all work on the Lot Benefited is done properly and carried out as quickly as is practicable; and
 - (b) cause as little inconvenience as is practicable to the Lot Burdened and any occupier of the Lot Burdened; and
 - (c) ensure that access through the Lot Burdened is maintained or alternate access is provided which does not unreasonably inconvenience any occupier of the Lot Burdened; and
 - (d) cause as little damage as is practicable to the Lot Burdened and any improvement on it, and
 - (e) where the easement burdens car space and storage space lots in subsequent strata schemes, ensure that the car spaces and storage spaces are capable of being used at all times for their intended use; and
 - (f) make good any collateral damage.
- 9.5 If:
- (a) the Grantee has failed to carry out a responsibility imposed by this Easement; and
 - (b) the Grantor has notified the Grantee in writing of such failure; and
 - (c) the Grantee has not taken reasonable steps towards rectifying such failure within the time, if any, specified in the notice given under clause 9.4(b) (such time to be reasonable) and if no time is specified, within 20 business days,
- the Grantor may, acting reasonably, take all lawful steps necessary to ensure that the responsibility is carried out and may recover any expense reasonably incurred by the Grantor from the Grantee.
- 9.6 This easement will cease to have effect on the date which is 6 months after the registration of the strata plan for last building constructed on the Lot Benefited.
- 9.7 The Grantee must provide the Grantor with a copy of the final occupation certificate within 10 to 15 business days of the date of the final occupation certificate of the last building constructed on the Lot Benefited.

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10. Terms of Easement for Support & Shelter variable width (3F) numbered 6 in the Plan:

- 10.1 The Grantor grants to the Grantee the full, free and unimpeded right to have each and every part of any building or structure within the Lot Benefited supported, upheld and maintained vertically and horizontally by the soil of (where applicable) and each structure on the Lot Burdened or any part of it which is capable of affording support.
- 10.2 In this easement, structure includes floors, steps and staircases, brick walls, the ends of flooring boards, joists, bearers, columns, iron, steel timber, reinforced concrete and other materials already inserted or to be inserted and or used in the structure of any part of any building or structure on the Lot Benefited.
- 10.3 The Grantor grants the Grantee the right of shelter:
- (a) by all such parts of any building or structure on the Lot Burdened as are capable of affording shelter; and
 - (b) of all such other parts of any building or structure on the Lot Benefited as are capable of being sheltered by the building or structure on the Lot Burdened.

11. Terms of Easement for Visitor Parking variable width (3G) (limited in stratum) numbered 7 in the Plan:

- 11.1 The site of the easement may be used for the parking of vehicles of visitors to occupants of Knox on Bowman, Stonecutters and Sugar Dock.
- 11.2 The site of the easement may only be used for the parking of visitors' vehicles and for no other purpose.

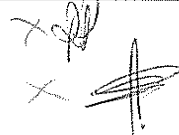
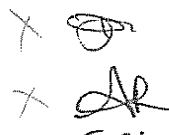
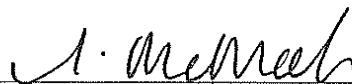
12. Terms of Easement for Support (3H) numbered 8 in the Plan:

- 12.1 The Grantor grants to the Grantee the right for the Lot Benefited to be supported by the lot Burdened to the extent that the Lot Benefited derives support from the Lot Burdened on the conditions set out in this easement.
- 12.2 The grantor must, at its own cost, maintain and repair the support to that part of the Lot burdened which is capable of affording support to the Lot Benefited at all times by, amongst other things, ensuring that the support (including any membrane that provides support to the lot Benefited) is regularly inspected, maintained, repaired and kept in a sound and safe structural condition.
- 12.3 The grantor may have obligations under a Strata Management Statement (and any shared facilities code adopted under a strata management statement] regarding the operation, maintenance, use and cost appointment for the Easement Site and the facilities in the Easement Site. In complying with these obligations, the Grantor and its Authorised Users must comply with any requirement in a Strata Management Statement.
- 12.4 If the Grantor does not maintain the support provided by the Lot Burdened to the Lot Benefited as required under clause 12.2, the Grantee may (without limiting or prejudicing

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the Grantee's right to make a claim against the Grantor for failing to comply with its obligations), at the cost of the Grantor, do anything reasonably necessary for the purpose of exercising its rights under this easement, including:

- (a) carrying out work on the Lot Burdened to ensure that support is maintained to the Lot Benefited, including additional supporting works reasonably necessary; and
- (b) entering the Lot Burdened with or without tools and equipment and remain there for any reasonable period of time for that purpose.

12.5 In exercising its rights under this easement, the Grantee must:

- (a) ensure that all work on the Lot Benefited is done properly; and
- (b) cause as little interference as is reasonably practicable to the Grantor or to any occupier; and
- (c) cause as little damage as is practicable to the Lot Burdened and any improvements on it. and
- (d) if material damage (being material damage arising because the Grantee has not complied with paragraphs (a), (b) or (c) of clause 12.5) is caused, restore the Lot Burdened as nearly as practicable to the condition it was in before the damage occurred.

12.6 Except when urgent work is required, the Grantee must:

- (a) give the Grantor or its nominee reasonable notice of intention to enter the Lot Burdened; and
- (b) only enter the Lot Burdened during times reasonably agreed with the Grantor; and
- (c) comply with the reasonable directions of the Grantor (which term for the purposes of clause 12.6(c) includes an Owners Corporation but does not include any lessee under a lot lease in a strata scheme registered in respect of the Lot Burdened) relating to any security arrangements in place in respect of that part of the Lot Burdened intended to be entered by the Grantee.

12.7 Subject to clause 12.8, the Grantor releases and indemnifies and keeps indemnified the Grantee, the Council or relevant Authority as the case may be against all damage, expense, loss or liability of any nature suffered or incurred by the Grantee, Council or relevant Authority that is caused by the support malfunctioning or not working, or by reason of the Grantee carrying out the repairs or maintenance works contemplated under clause 12.4 including:

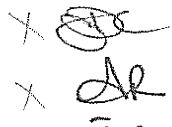
- (a) all costs incurred by the Grantee under clause 12.2;
- (b) loss or damage to the property of the Grantee, Council or relevant Authority;
- (c) damage, expense, loss or liability in respect of loss or damage to any other property; and
- (d) damage, expense, loss or liability in respect of personal injury, disease, illness or death.

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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.

- 12.8 The Grantor's release and indemnity under clause 12.6 will be reduced proportionately to the extent that the damage, expense, loss or liability arises from a negligent act or omission of the Grantee or its officers, employees, contractors or agents.

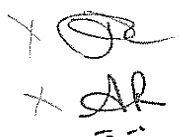
13. Terms of Positive Covenant numbered 9 in the Plan

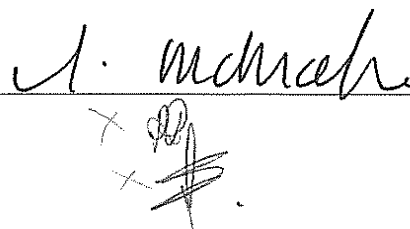
- 13.1 The Grantor must maintain the support referred to clause 12 of this Instrument at all times by, amongst other things, ensuring that the support is regularly inspected, maintained, repaired and kept in a sound structural condition.
- 13.2 If a Grantor does not maintain the support provided by the Lot Burdened to the Land Benefited as required under clause 13.1 of this Instrument, the Grantee in its absolute discretion, may do anything reasonably necessary for the purpose of exercising its rights under this public positive covenant, including:
- (a) carry out work on the Lot Burdened to ensure that the support is maintained to the Lot Benefited including additional supporting works reasonably necessary; and
 - (b) enter the Lot Burdened with or without tools and equipment and remain there for any reasonable period of time for that purpose.
- 13.3 In exercising its rights under this public positive covenant, the Grantee must:
- (a) ensure that all work is done properly;
 - (b) cause as little interference as practicable to the Occupier of the Lot Burdened;
 - (c) cause as little damage as is practicable to the Lot Burdened and any improvements on it; and
 - (d) if damage is caused, restore the Lot Burdened as nearly as practicable to the condition it was in before the damage occurred.
- 13.4 Except when urgent work is required, the Grantee must:
- (a) give the Grantor or its nominee reasonable notice of intention to enter the Lot Burdened;
 - (b) enter the Lot Burdened only between the hours of 9.00 am to 5.00 pm on Monday to Friday, or during other times reasonably agreed by the Grantor; and
 - (c) comply with the reasonable directions of the Grantor (which term for the purposes of this clause 13.4(c) does not include any lessee under a lot lease in a leasehold strata scheme registered (in respect of the Lot Burdened) under the Act) relating to any security arrangements in place in respect of the Lot Burdened intended to be entered by the Grantee.
- 13.5 The Grantor releases and indemnifies and keeps indemnified the Grantee (if the Grantee is an Authority), the Council or relevant Authority as the case may be against all damage, expense, loss or liability of any nature suffered or incurred by the Grantee, Council or relevant Authority that is caused by the support malfunctioning or not working, or by reason of the

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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.

Grantee carrying out the repairs or maintenance works contemplated under clause 13.2 including:

- (a) all costs incurred by the Grantee under clause 13.2;
- (b) loss or damage to the property of the Grantee, Council or relevant Authority;
- (c) damage, expense, loss or liability in respect of loss or damage to any other property; and
- (d) damage, expense, loss or liability in respect of personal injury, disease, illness or death.

13.6 The Grantor's release and indemnity under clause 13.5 will be reduced proportionately to the extent that the damage, expense, loss or liability arises from a negligent act or omission of the Grantee or its officers, employees, contractors or agents.

13.7 This public positive covenant extinguishes to the extent that the easement for support 3(H) numbered 12 in the Plan is extinguished.

14. Terms of Easement for Crane Jib Swing (3J) (limited in stratum) numbered 10 in the Plan:

14.1 The Owner of the Lot Benefited:

- (a) may suspend and swing a crane jib with or without loads over the airspace above the Lot Burdened; and
- (b) may have its crane job overhang the Lot Burdened during the period of the works to be carried out on the Lot Benefited; and
- (c) must keep the crane jib in good repair and safe condition.

14.2 The owner of the Lot Burdened must not do or allow anything to be done to damage or interfere with the crane jib.

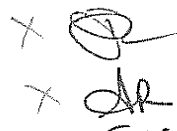
14.3 In exercising those powers, the Owner of the Lot Benefited must:

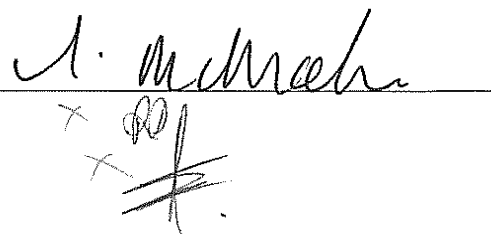
- (a) obtain all relevant approvals from any governmental agency;
- (b) comply with the approvals and requirements of any governmental agency and with the reasonable requirements of the Owner of the Lot Burdened when carrying out work;
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (d) make good any collateral damage;
- (e) ensure all work is done properly; and
- (f) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened.

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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.

14.4 If:

- (a) the Owner of the Lot Benefited has failed to carry out a responsibility imposed by this Easement; and
- (b) the Owner of the Lot Burdened has notified the Owner of the Lot Benefited in writing of such failure; and
- (c) the Owner of the Lot Benefited has not taken reasonable steps towards rectifying such failure within the time, if any, specified in the notice given under clause 14.4(b) (such time to be reasonable) and if no time is specified, within 40 business days,

the Owner of the Lot Burdened may, acting reasonably, take all lawful steps necessary to ensure that the responsibility is carried out and may recover any expense reasonably incurred by the Owner of the Lot Burdened from the Owner of the Lot Benefited.

14.5 This easement will cease to have effect on the date which is 6 months after the registration of the strata plan for last building constructed on the Lot Benefited.

14.6 The Grantee must provide the Grantor with a copy of the final occupation certificate within 10 to 15 business days of the date of the final occupation certificate of the last building constructed on the Lot Benefited.

15. Terms of right to use Loading Dock variable width (3K) (limited in stratum) numbered 11 in the Plan

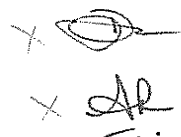
15.1 Full, free and unimpeded right for the owner of the Lot Benefited in common with the owner of the Lot Burdened and persons authorised by them to use the Easement Site for the purpose of the delivery, loading and unloading of furniture and goods subject to the conditions set out in clause 15.2.

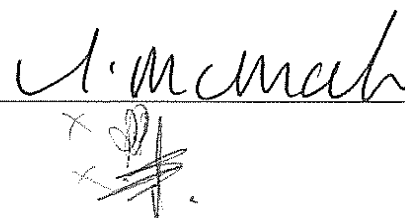
15.2 The Easement Site may not be used between 10.00 pm and 6.00 am on any days.

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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.

16. Terms of Easement for Visitor Parking Variable Width (3L) (limited in stratum) numbered 12 in the Plan:

- 16.1 The site of the easement may be used for parking of vehicles of visitors to occupants of Sugar Dock and Silk.
- 16.2 The site of the easement may only be used for the parking of visitors' vehicles and for no other purpose.

17. Terms of Easement to use Garbage Room (3M) (limited in stratum) numbered 13 in the Plan:

17.1 This easement benefits

- (a) the Grantee of the Lot Benefited or of any part of that lot with which the right is capable of enjoyment; and
- (b) any Authorised User.

17.2 The Grantee and any Authorised User may:

- (a) on foot; and
- (b) with or without a vehicle pass and repass across that part of the Lot Burdened by this easement, with or without any tools, containers, equipment or other such items, to get to or from the Lot Benefited and to or from and use the garbage room situated on the Lot Burdened;
- (c) do anything reasonably necessary for that purpose including:
- (i) inspecting the Lot Benefited from the Lot Burdened; and
- (ii) entering the Lot Burdened; and
- (iii) using the garbage room for its designated purpose; and
- (iv) taking anything onto the Lot Burdened; and
- (v) carrying out work such as installing, constructing, placing and repairing any parts of the Lot Benefited including any windows, conduits, structures and equipment.

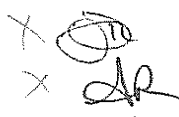
17.3 In exercising the right referred to in this clause, the Grantee and any Authorised User must severally:

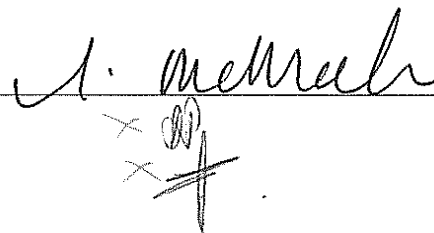
- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and

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X  X



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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.

- (b) cause as little damage as is practicable to the Lot Burdened and any improvement to or on the Lot Burdened;
- (c) make good any collateral damage;
- (d) make sure that any fire doors are kept securely shut after passing across that part of the Lot Burdened to get to or from the Lot Benefited ; and
- (e) clean any dirt, spillage or other matter caused by them.

17.4 The Grantor and the Grantee must keep and maintain in good and substantial repair order and condition that part of the Lot Burdened by this easement and must carry out any works that are reasonably necessary including constructing, placing, repairing or maintaining trafficable surfaces, walkways or structures to ensure that the Easement Site is suitable for use.

17.5 If the Grantor fails to comply within a reasonable time with the provisions of clause 18.4, the Grantee may do anything reasonably necessary to ensure the Easement Site is suitable for use including:

- (a) entering the Lot Burdened; and
- (b) taking anything on to the Lot Burdened as reasonably required for the purposes of carrying out work on or within the Easement Site.

17.6 The Owner of the Lot Benefited indemnifies the Owner of the Lot Burdened from and against claims, demands and liability of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this easement.

18. Terms of Easement to Drain Water (3N) (limited in stratum) numbered 14 in the Plan:



18.1 The Grantee may:


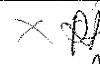

- (a) drain water (whether rain, storm, spring, soakage or seepage water) in any quantities in conduits through each Lot Burdened, but only within the site of this easement; and
- (b) may do anything reasonably necessary for that purpose, including:
 - (i) entering the Lot Burdened; and
 - (ii) taking anything on to the Lot Burdened; and
 - (iii) using any existing line of conduits; and\
 - (iv) carrying out works, such as constructing, placing or repairing conduits and equipment.

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Council Authorised Person

X 
X 


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X 

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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.

18.2 In exercising those powers, the Grantee must:

- (a) ensure all work is done properly; and
- (b) cause as little inconvenience as is practicable to the owner of the Lot burdened and any occupier of the Lot Burdened; and
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement to or on it; and
- (d) restore the Lot Burdened as nearly as is practicable to its condition prior to commencement of the works; and ;
- (e) make good any collateral damage.

18.3 The Grantor and the Grantee must keep and maintain in good and substantial repair order and condition that part of the Lot Burdened by this easement and must carry out any works that are reasonably to ensure that the Easement Site is suitable for use.

18.4 If the Grantor fails to comply within a reasonable time with the provisions of clause 19.4, the Grantee may do anything reasonably necessary to ensure the Easement Site is suitable for use including:

- (a) entering the Lot Burdened; and
- (b) taking anything on to the Lot Burdened as reasonably required for the purposes of carrying out work on or within the Easement Site.

18.5 The Owner of the Lot Benefited indemnifies the Owner of the Lot Burdened from and against claims, demands and liability of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this easement.

19. Terms of Positive Covenant numbered 15 in the Plan:

19.1 The Grantor must maintain the drainage conduits and equipment referred to in clause 18 of this Instrument at all times by, amongst other things, ensuring that the conduits and equipment are regularly inspected, maintained, repaired and kept in a sound condition.

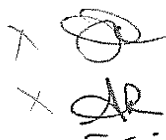
19.2 If a Grantor does not maintain the drainage conduits and equipment provided by the Lot Burdened to the Land Benefited as required under clause 19.1 of this Instrument, the Grantee, in its absolute discretion, may do anything reasonably necessary for the purpose of exercising its rights under this public positive covenant including:

- (a) carrying out work on the Land Burdened to ensure that the support is maintained to the Land Benefited including additional supporting works reasonably necessary; and

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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.

- (b) entering the Lot Burdened with or without tools and equipment and remain there for any reasonable period of time for that purpose.

19.3 In exercising its rights under this public positive covenant, the Grantee must:

- (a) ensure that all work is done properly;
- (b) cause as little interference as practicable to the Occupier of the Lot Burdened;
- (c) cause as little damage as is practicable to the Lot Burdened and any improvements on it; and
- (d) if damage is caused, restore the Lot Burdened as nearly as practicable to the condition it was before the damage occurred.

19.4 Except when urgent work is required, the Grantee must:

- (a) give the Grantor or its nominee reasonable notice of intention to enter the Lot Burdened;
- (b) enter the Lot Burdened only between the hours of 9.00 am to 5.00 pm on Monday to Friday, or during other times reasonably agreed by the Grantor; and
- (c) comply with the reasonable directions of the Grantor relating to any security arrangements in place in respect of the Lot Burdened intended to be entered by the Grantee.

19.5 The Grantor releases and indemnifies and keeps indemnified the Grantee (if the Grantee is a Prescribed Authority), the Council or relevant Authority as the case may be against all damage, expense, loss or liability of any nature suffered or incurred by the Grantee, Council or relevant Authority that is caused by the support malfunctioning or not working, or by reason of the Grantee carrying out the repairs or maintenance works contemplated under clause 19.2 including:

- (a) all costs incurred by the Grantee under clause 19.2;
- (b) loss or damage to the property of the Grantee, Council or relevant Authority;
- (c) damage, expense, loss or liability in respect of loss or damage to any other property; and
- (d) damage, expense, loss or liability in respect of personal injury, disease, illness or death.

19.6 The Grantor's release and indemnity under clause 19.5 will be reduced proportionately to the extent that the damage, expense, loss or liability arises from a negligent act or omission of the Grantee or its officers, employees, contractors or agents.


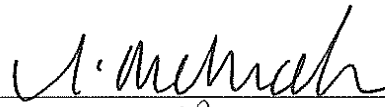
19.7 This public positive covenant extinguishes to the extent that the easement to Drain Water (3N) numbered 18 in the Plan is extinguished.

20. Terms of Easement to use Car Wash Bay (3P) (limited in stratum) numbered 16 in the Plan:

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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.

20.1 Full, free and unimpeded rights for the occupants of the Lot Benefited in common with the occupants of the Lot Burdened to use the Easement Site for the purpose of washing vehicles.

21. Terms of Restriction on the use of land numbered 17 in the Plan:

21.1 The residential apartments and any other form of residential accommodation within or forming part of the lot burdened shall be used and occupied for the sole purpose of permanent residential accommodation and shall be restricted to use as "residential development" as defined in the Sydney Local Environmental Plan 2005.

Name of authority empowered to vary release or modify this restriction:

Council of the City of Sydney

22. Terms of Restriction on the use of land numbered 18 in the Plan:

The on-site carparking spaces and storage spaces are not to be used by persons other than residents of Stonecutters, Knox on Bowman, Sugar Dock or Silk.

Name of authority empowered to vary release or modify this restriction:

Council of the City of Sydney

Signed sealed and delivered on behalf of
Jacksons Landing Development Pty Limited by
its attorney under power of attorney registered
book ~~4542~~ 4594 no ~~512~~ 897 in the presence of:

* [Signature]
Witness

* [Signature]
Attorney
* [Signature]
Attorney

* Danielle Koureas
Print name
* 40 Leell 19 Harris St Pyrmont
Print address

* J. COOPER R. ARIYARATNA
Print names

6376095.15 RZF MRT

26/08/2010

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[Signature]
* [Signature]

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Sheet 21 of 22

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.

Signed sealed and delivered on behalf of
Australian Executor Trustees (NSW) Pty
Limited by its attorney under power of attorney
registered book 4517 no 213 in the presence of:

Dated: 12/4/07

Glenn White

D. Crawford
Witness

Attorney

MANAGER
STRUCTURED
FINANCE

Attorney

Yvonne Kelaher

Relationship Manager

Donald Crawford
Print name

Yvonne Kelaher
Print names

22/201 Kent Street, Sydney NSW 2000
Print address

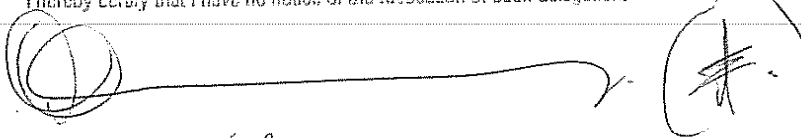
A. Munnich

DP270215

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.

Execution by the Ministerial Holding Corporation

SIGNED by me CARL ANDERS STEVEN MALMBERG as delegate of the Minister administering the Environmental Planning and Assessment Act, 1979, and I hereby certify that I have no notice of the revocation of such delegation.


15.9.10.

REGISTERED



12.10.2010

6376095.15 RZF MRT

26/08/2010

Council Authorised Person



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.

Plan: **DP270215**

Plan of Subdivision of Development Lots 58, 60 & 84
in Community Plan 270215 covered by Council's
Certificate No **S/2011/64**

Full name and address of the owner of the land: Jacksons Landing Development Pty Limited ACN 073 932 206
of 30 The Bond, Hicksons Road, Millers Point

Part 1 (Creation)

Number of item shown in the intention panel on the plan:	Identify 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 Recreation Areas (4A) Variable Width (Limited in Stratum)	86	CP/SP84689
2	Easement for Access (4B) Variable Width	59 DP270215	86
3	Positive Covenant (4B)	86	City of Sydney Council and Ministerial Holding Corporation

Part 2 (Terms)

1. Interpretation

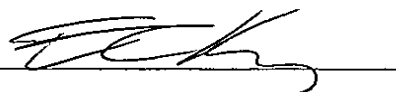
1.1 Definitions

In this instrument, unless a contrary intention appears:

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

Authorised User means any person authorised by a prescribed authority or the Grantee of the Lot Benefited (as the case may be) for the purposes of any Easement created by this Instrument, and includes:

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8238862.2 RZF RZF

SILK STRATUM

10/01/2012

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.

DP270215

- (a) if the Grantee is or becomes a Strata Scheme, each registered proprietor of a lot in that Strata Scheme, and any occupier or lessee of that lot as authorised by the Owners Corporation;
- (b) the Grantee's tenants, employees, agents, contractors and licensees; and
- (c) where the Grantee is an Authority Benefited, the officers, servants, agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under this Instrument.

Conveyancing Act means the *Conveyancing Act 1919 (NSW)*.

Easement includes any easement, covenant, positive covenant or restriction on use created in this Instrument.

Easement Site in relation to an Easement, means:

- (a) the site of the Easement identified in the Plan; and
- (b) all items within the site of an Easement identified in the Plan which are the subject of the Easement.

Grantee means;

- (a) the owner or mortgagee in possession of the Lot Benefited; and
- (b) an Authority Benefited.

Grantor means the owner or mortgagee in possession of the Lot Burdened.

Instrument means this section 88B instrument.

Lot Benefited means the whole or any part of a lot having the benefit of an Easement.

Lot Burdened means the whole or any part of a lot having the burden of an Easement.

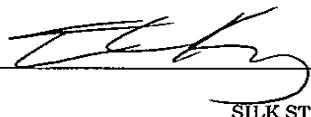
Management Act means the *Strata Schemes Management Act 1996 (NSW)*.

Occupier means each lessee or licensee from time to time (including each subordinate or under lessee or licensee) of a Lot Burdened.

Owners Corporation means an owners corporation constituted under the Management Act on registration of a Strata Plan.

Services includes water, sewerage, drainage, gas, electricity, ventilation, lighting, irrigation, exhaust, air-conducted air, air-conditioned air, garbage, telephone, television or radio impulses or signal services.

Council Authorised Person


SILK STRATUM

8238862.2 RZF RZF

10/01/2012

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.

DP270215

Strata Plan means a strata plan registered under the Act.

Strata Scheme means a strata scheme created under the Act.

1.2 Unless a contrary intention appears, a reference in this Instrument to:

- (a) (**reference to anything**) a reference to anything is a reference to the whole or each part of it; and
- (b) (**references to statute**) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (c) (**singular includes plural**) the singular includes the plural and vice versa; and
- (d) (**meaning not limited**) the words "include", "including", "for example", amongst other things or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

1.3 Headings do not affect the interpretation of this Instrument.

1.4 A requirement in an Easement (other than a positive covenant under Section 88B of the Conveyancing Act) which requires the Grantee or Grantor to maintain or repair an Easement Site or any thing in an Easement Site is a positive covenant according to Section 88BA of the Conveyancing Act except that subsections (6) and (7) do not apply.

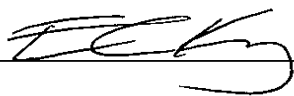
1.5 The rights and obligations in an Easement that do not provide for extinguishment and removal of that Easement from the relevant titles upon a dedication of Lot Burdened as a Public Road is intended to continue to apply after any such dedication. In other words, the dedication is intended to occur subject to those Easements.

2. Covenants and agreements between Grantee and Grantor

The conditions, covenants and restrictions in this Instrument, including those within this clause and in each of the Easements, are covenants and agreements between:

- (a) the Grantee for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it with which the right is capable of enjoyment; and
- (b) the Grantor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment

Council Authorised Person



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SILK STRATUM

10/01/2012

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.

DP270215

to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the Easements.

3. Complying with this Instrument

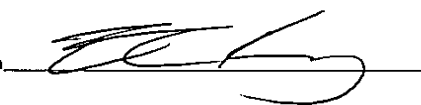
- 3.1 This clause applies to each Easement.
- 3.2 The Grantee and Grantor must, as appropriate, comply with the terms of the Easements.
- 3.3 For each Easement, the Grantee must use reasonable endeavours to ensure that its Authorised Users comply with the terms of the Instrument when they exercise their rights or comply with their obligations under this Instrument.
- 3.4 If a notice to the Grantor is required to be given under this Instrument, that notice must also be given to each Occupier. If the Grantor is an Owners Corporation, the notice must be given to the strata manager and the on-site manager for the Owners Corporation, if any. Notice required in the case of an emergency may be given verbally.

EASEMENTS

4. Terms of Easement to use recreational areas variable width (4A) (Limited in Stratum) numbered 1 in the Plan

- 4.1 This easement benefits
 - (a) the Grantee of the Lot Benefited or of any part of that lot with which the right is capable of enjoyment; and
 - (b) any Authorised User.
- 4.2 The Grantee and any Authorised User may pass and repass across any part of the Lot Burdened by this easement, on foot and with or without any tools, containers, equipment or other such items, to get to or from the Lot Benefited and to or from any shared facilities and rooms situated on the Lot Burdened.
- 4.3 In exercising the right referred to in this clause, the Grantee and any Authorised User must severally:
 - (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and
 - (b) cause as little damage as is practicable to the Lot Burdened and any improvement to or on the Lot Burdened;

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8238862.2 RZF RZF

SILK STRATUM

10/01/2012

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- (c) make good any collateral damage; and
- (d) clean any dirt, spillage or other matter caused by them.

5. Terms of Easement for Access variable width (4B) numbered 2 in the Plan

5.1 This Easement benefits

- (a) the Grantee of the Lot Benefited or of any part of that lot with which the right is capable of enjoyment; and
- (b) any Authorised User.

5.2 The Grantee and any Authorised User may pass and repass on foot or by bicycle or with or in any pram, wheelchair or motorised device used by disabled persons across the Easement Site to get to or from the Lot Benefited.

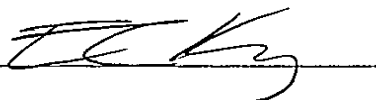
5.3 In exercising the right referred to in this clause, the Grantee and any Authorised User must severally:

- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
- (b) cause as little damage as is practicable to the Lot Burdened and any improvement to or on the Lot Burdened; and
- (c) make good any collateral damage.

6. Terms of Positive Covenant ~~(4B)~~ numbered 3 in the Plan

6.1 The owner of the Lot Burdened must, at its own cost, keep the Easement Site clean and tidy to the satisfaction of the Authority Benefited but is not responsible for the maintenance, repair or replacement, insurance of or any capital works nor security management of the Easement Site.

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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.

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6.2 Subject to clause 6.3, the owner of the Lot Burdened releases and indemnifies, and keeps indemnified the Authority Benefited from and against all damage, expense, loss or ability of any nature suffered or incurred by the Authority Benefited that is caused by the Easement Site not being maintained, repaired and replaced by the owner of the Lot Burdened when necessary including:

- (a) all costs incurred by the Authority Benefited under clause 6.2;
- (b) loss or damage to the property of the Authority Benefited; and
- (c) damage, expense, loss or liability in respect of personal injury or death.

6.3 The owner of the Lot Burdened's release and indemnity under clause 6.2 will be reduced proportionately to the extent that the damager, expense, loss or liability (including loss or liability in respect of personal injury or death) arises from a negligent or wilful act or negligence or wilful omission of the Authority Benefited or its officers, employees, contractors or agents.

Signed sealed and delivered on behalf of
Jacksons Landing Development Pty Limited by
its attorney under power of attorney registered
book 4620 no 801 in the presence of:

Witness

TRACY SIMPSON

Print name

37 LAUREL ST

Print address

WILLOUGHBY NSW 2068

Attorney

MICHAEL CASSEL

Print name

Attorney

Print name

RUWANI ARIYARATNA

Council Authorised Person

8238862.2 RZF RZF

SILK STRATUM

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ePlan
Sheet 7 of 7
(DOC.17)

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.

Signed sealed and delivered on behalf of
Australian Executor Trustees (NSW) Limited
by its attorney under power of attorney registered
book 4517 no 213 in the presence of:

dated 12/04/07

Malloy

Witness

SHIRLEY MALLOY

Print name

Account Manager

Print address

*Level 22, 207 Kent St
Sydney NSW 2000*

R O'Rourke

Attorney

ROSE O'ROURKE

KERRY NGAI

Print name

SENIOR ADMINISTRATOR
CORPORATE TRUST RELATIONSHIP
MANAGER

Council Authorised Person

[Signature]

8238862.2 RZF RZF

SILK STRATUM

10/01/2012

REGISTERED



06.03.2012

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.

Plan: **DP270215**

Plan of Subdivision of Lots 59, 61 & 88 in
 Community Plan 270215 covered by Council's
 Certificate No **S/2012/9**

Full name and address of the owner of the land: **Jacksons Landing Development Pty Limited ACN 073 932 206 of 30
 The Bond, Hicksons Road, Millers Point**

Part 1 (Creation)

Number of item shown in the intention panel on the plan:	Identify 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 for Public Access Variable Width (A) – Limited in Stratum	91	City of Sydney Council and Ministerial Holding Corporation
2	Easement for Public Recreation Variable Width (B) – Limited in Stratum	91	City of Sydney Council and Ministerial Holding Corporation
3	Easement for Support Variable Width (C) – Limited in Stratum	91	89 and 92
4	Positive Covenant (C)	91	City of Sydney Council and Ministerial Holding Corporation
5	Easement for Access Variable Width (D) – Limited in Stratum	92	91
6	Positive Covenant (D)	91	City of Sydney Council and Ministerial Holding Corporation
7	Easement for Public Access 1.3 and 1.6 wide (E) – Limited in Stratum	91	City of Sydney Council and Ministerial Holding Corporation

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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.

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8	Easement to Drain Water 1.3, 1.5, 1.6 and Variable Width (F) – Limited in Stratum	92 91	91 92
9	Restriction as to User	91	City of Sydney Council
10	Easement to Permit Encroaching Footing to Remain 0.2 Wide (G) – Limited in Stratum	92	91
11	Easement for Access Variable Width (H) – Limited in Stratum	92	91
12	Easement for Water Service 1 wide (J) – Limited in Stratum	89	91
13	Positive Covenant	91	City of Sydney Council and Ministerial Holding Corporation

Part 2 (Terms)

1. Interpretation

1.1 Definitions

In this instrument, unless a contrary intention appears:

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

Authorised User means any person authorised by a prescribed authority or the Grantee of the Lot Benefited (as the case may be) for the purposes of any Easement created by this Instrument, and includes:

- (a) if the Grantee is or becomes a Strata Scheme, each registered proprietor of a lot in that Strata Scheme, and any occupier or lessee of that lot as authorised by the Owners Corporation;
- (b) the Grantee's tenants, employees, agents, contractors and licensees; and
- (c) where the Grantee is an Authority Benefited, the officers, servants, agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under this Instrument.

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Council Authorised Person _____

DP270215

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.

Conveyancing Act means the *Conveyancing Act 1919 (NSW)*.

Easement includes any easement, covenant, positive covenant or restriction on use created in this Instrument.

Easement Site in relation to an Easement, means:

- (a) the site of the Easement identified in the Plan; and
- (b) all items within the site of an Easement identified in the Plan which are the subject of the Easement.

Grantee means;

- (a) the owner or mortgagee in possession of the Lot Benefited; and
- (b) an Authority Benefited.

Grantor means the owner or mortgagee in possession of the Lot Burdened.

Instrument means this section 88B instrument.

Lot Benefited means the whole or any part of a lot having the benefit of an Easement.

Lot Burdened means the whole or any part of a lot having the burden of an Easement.

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

Occupier means each lessee or licensee from time to time (including each subordinate or under lessee or licensee) of a Lot Burdened.

Owners Corporation means an owners corporation constituted under the Management Act on registration of a Strata Plan.

Services includes water, sewerage, drainage, gas, electricity, ventilation, lighting, irrigation, exhaust, air-conducted air, air-conditioned air, garbage, telephone, television or radio impulses or signal services.

Strata Plan means a strata plan registered under the Act.

Strata Management Statement means a strata management statement registered according to the Act which applies to any of the lots in the Plan.

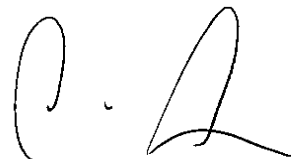
Strata Scheme means a strata scheme created under the Act.

1.2 Unless a contrary intention appears, a reference in this Instrument to:

- (a) **(reference to anything)** a reference to anything is a reference to the whole or each part of it; and

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Council Authorised Person



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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.

- (b) **(references to statute)** a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (c) **(singular includes plural)** the singular includes the plural and vice versa; and
- (d) **(meaning not limited)** the words “include”, “including”, “for example”, amongst other things or “such as” are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

1.3 Headings do not affect the interpretation of this Instrument.

1.4 A requirement in an Easement (other than a positive covenant under Section 88B of the Conveyancing Act) which requires the Grantee or Grantor to maintain or repair an Easement Site or any thing in an Easement Site is a positive covenant according to Section 88BA of the Conveyancing Act except that subsections (6) and (7) do not apply.

1.5 The rights and obligations in an Easement that do not provide for extinguishment and removal of that Easement from the relevant titles upon a dedication of Lot Burdened as a Public Road is intended to continue to apply after any such dedication. In other words, the dedication is intended to occur subject to those Easements.

2. Covenants and agreements between Grantee and Grantor

The conditions, covenants and restrictions in this Instrument, including those within this clause and in each of the Easements, are covenants and agreements between:

- (a) the Grantee for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it with which the right is capable of enjoyment; and
- (b) the Grantor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment

to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the Easements.

3. Complying with this Instrument

3.1 This clause applies to each Easement.

3.2 The Grantee and Grantor must, as appropriate, comply with the terms of the Easements.

3.3 For each Easement, the Grantee must use reasonable endeavours to ensure that its Authorised Users comply with the terms of the Instrument when they exercise their rights or comply with their obligations under this Instrument.

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Council Authorised Person

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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.

- 3.4 If a notice to the Grantor is required to be given under this Instrument, that notice must also be given to each Occupier. If the Grantor is an Owners Corporation, the notice must be given to the strata manager and the on-site manager for the Owners Corporation, if any. Notice required in the case of an emergency may be given verbally.

EASEMENTS

4. Terms of Easement for Public Access variable width (A) – Limited in Stratum numbered 1 in the Plan

4.1 This Easement benefits:

- (a) the Authority Benefited; and
- (b) any Authorised User.

4.2 The Grantee and any Authorised User may pass and repass on foot or by bicycle or with or in any pram, wheelchair or motorised device used by disabled persons, with animals, across that part of the Easement Site to get to or from any other part of the Lot Burdened that the Grantee intends for its Authorised Users to be used as public space or for public recreation.

4.3 In exercising the right referred to in this clause, the Grantee and any Authorised User must severally:

- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and
- (b) cause as little damage as is practicable to the Lot Burdened and any improvement to or on the Lot Burdened.

4.4 The Grantor must keep and maintain the Easement Site in good and substantial repair order and condition and must carry out any works that are reasonably necessary including constructing placing repairing or maintaining trafficable surfaces, walkways or structures to ensure that the right of access is suitable for use.

4.5 Subject to clause 4.6, the owner of the Lot Burdened releases and indemnifies, and keeps indemnified the Authority Benefited from and against all damage, expense, loss or liability of any nature suffered or incurred by the Authority Benefited as a result of the use of the Easement Site by any person.

4.6 The owner of the Lot Burdened's release and indemnity under clause 4.5 will be reduced proportionately to the extent that the damage, expense, loss or liability (including loss or liability in respect of personal injury or death) arises from a negligent or wilful act or negligence or wilful omission of the Authority Benefited or its officers, employees, contractors or agents.

5909897.7 RZF CCF

Council Authorised Person

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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.

5. Terms of Easement for Public Recreation variable width (B) – Limited in Stratum numbered 2 in the Plan

5.1 This Easement benefits:

- (a) the Authority Benefited; and
- (b) any Authorised User.

5.2 The Grantee and any Authorised User may use and temporarily remain on the Easement Site for public recreation purposes and may pass and repass on foot or by bicycle or with or in any pram, wheelchair or motorised device used by disabled persons, with animals, across the Easement Site.

5.3 In exercising those powers, the Grantee must:

- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and
- (b) cause as little damage as is practicable to the Lot Burdened and any improvement to or on the Lot Burdened.

5.4 The Grantor must keep and maintain the Easement Site in good and substantial repair order and condition and must carry out any works that are reasonably necessary including constructing placing repairing or maintaining trafficable surfaces, walkways, gardens, displays or structures to ensure that the Easement Site is suitable for use for public recreation.

5.5 Subject to clause 5.6, the owner of the Lot Burdened releases and indemnifies, and keeps indemnified the Authority Benefited from and against all damage, expense, loss or liability of any nature suffered or incurred by the Authority Benefited as a result of the use of the Easement Site by any person.

5.6 The owner of the Lot Burdened's release and indemnity under clause 5.5 will be reduced proportionately to the extent that the damage, expense, loss or liability (including loss or liability in respect of personal injury or death) arises from a negligent or wilful act or negligence or wilful omission of the Authority Benefited or its officers, employees, contractors or agents.

6. Terms of Easement for Support variable width (C) – Limited in Stratum numbered 3 in the Plan

6.1 This Easement benefits:

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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.

- (a) the Grantee of the Lot Benefited or of any part of that lot with which the right is capable of enjoyment; and
 - (b) any Authorised User.
- 6.2 The owner of the Lot Burdened grants to the Grantee the right for the Lot Benefited to be supported by the Lot Burdened to the extent that the Lot Benefited derives support from the Lot Burdened on the conditions set out in this Easement.
- 6.3 The Grantor must, at its own cost, maintain and repair the support to that part of the Lot Burdened which is capable of affording support to the Lot Benefited at all time by, amongst other things, ensuring that the support is regularly inspected, maintained and replaced to the reasonable satisfaction of the Grantee.
- 7. Terms of Positive Covenant (C) numbered 4 in the Plan**
- 7.1 The Grantor must, at its own cost, maintain and repair the support to that part of the Lot Burdened which is capable of affording support to the Lot Benefited at all time by, amongst other things, ensuring that the support is regularly inspected, maintained and replaced to the reasonable satisfaction of the Grantee.
- 7.2 If the owner of the Lot Burdened does not maintain repair or replace the support provided by the owner of the Lot Burdened to the Lot Benefited as required under clause 7.1, the owner of the Lot Benefited may (without limiting or prejudicing the owner of the Lot Benefited's right to make a claim against the owner of the Lot Burdened for failing to comply with its obligations), at the cost of the owner of the Lot Burdened, do anything reasonably necessary for the purpose of exercising its rights under this covenant, including:
- (a) carrying out work on the Lot Burdened to ensure that support is maintained to the Lot Benefited, including additional supporting works reasonably necessary; and
 - (b) entering the Lot Burdened with or without tools and equipment and remain there for any reasonable period of time for that purpose.
- 7.3 In exercising its rights under this covenant, the owner of the Lot Benefited must:
- (a) ensure that all work is done properly;
 - (b) cause as little interference as reasonably practicable to the owner of the Lot Burdened or to any occupiers of the Lot Burdened;
 - (c) cause as little damage as is reasonably practicable to the Lot Burdened and any improvement on it; and
 - (d) if material damage is caused (being material damage arising because the owner of the Lot Benefited has not complied with paragraphs (a), (b) and (c) of this clause), restore the Lot Burdened as nearly as practicable to the condition it was in before the damage occurred.

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Council Authorised Person _____

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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.

7.4 Except when urgent work is required, the owner of the Lot Benefited must:

- (a) give the owner of the Lot Burdened or its nominee reasonable notice of intention to enter the Lot Burdened;
- (b) only enter the Lot Burdened during times reasonably agreed with the owner of the Lot Burdened; and
- (c) comply with the reasonable directions of the owner of the Lot Burdened (which term, for the purposes of this sub-clause, includes an owners corporation, but does not include any lessee under a lot lease in a strata scheme registered in respect of the Lot Burdened) relating to any security arrangements in place in respect of that part of the Lot Burdened intended to be entered into by the owner of the Lot Benefited.

7.5 Subject to clause 7.6, the owner of the Lot Burdened releases and indemnifies, and keeps indemnified the owner of the Lot Benefited and the Council as the case may be, from and against all damage, expense, loss or liability of any nature suffered or incurred by the owner of the Lot Benefited or the Council that is caused by the support not being maintained, repaired and replaced by the owner of the Lot Burdened when necessary including:

- (a) all costs incurred by the owner of the Lot Benefited under clause 7.2;
- (b) loss or damage to the property of the owner of the Lot Benefited; and
- (c) damage, expense, loss or liability in respect of personal injury or death.

7.6 The owner of the Lot Burdened's release and indemnity under clause 7.5 will be reduced proportionately to the extent that the damage, expense, loss or liability (including loss or liability in respect of personal injury or death) arises from a negligent or wilful act or negligence or wilful omission of the owner of the Lot Benefited or its officers, employees, contractors or agents.

8. Terms of Easement for Access variable width (D) – Limited in Stratum numbered 5 in the Plan:

8.1 This Easement benefits

- (a) the Grantee of the Lot Benefited or of any part of that lot with which the right is capable of enjoyment; and
- (b) any Authorised User.

8.2 The Grantee and any Authorised User may pass and repass with or without vehicles across the Easement Site to get to or from the Lot Benefited.

8.3 In exercising the right referred to in this clause, the Grantee and any Authorised User must severally:

- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;

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Council Authorised Person _____

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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.

- (b) cause as little damage as is practicable to the Lot Burdened and any improvement to or on the Lot Burdened; and
 - (c) make good any collateral damage.
- 8.4 Subject to clause 8.5, the owner of the Lot Burdened releases and indemnifies, and keeps indemnified the Grantee from and against all damage, expense, loss or liability of any nature suffered or incurred by the Grantee as a result of the use of the Easement Site by any person.
- 8.5 The owner of the Lot Burdened's release and indemnity under clause 8.4 will be reduced proportionately to the extent that the damage, expense, loss or liability (including loss or liability in respect of personal injury or death) arises from a negligent or wilful act or negligence or wilful omission of the Grantee or its officers, employees, contractors or agents.

9. Terms of Positive Covenant (D) numbered 6 in the Plan

- 9.1 The owner of the Lot Burdened must, at its own cost, maintain the Easement Site in good and substantial repair order and condition and must carry out any works that are reasonably necessary including constructing placing repairing or maintaining trafficable surfaces to ensure that the right of access is suitable for use to the reasonable satisfaction of the Authority Benefited.
- 9.2 If the owner of the Lot Burdened does not maintain the Easement Site as required under clause 9.1, the Authority Benefited may (without limiting or prejudicing the Authority Benefited's right to make a claim against the owner of the Lot Burdened for failing to comply with its obligations), at the cost of the owner of the Lot Burdened, do anything reasonably necessary for the purpose of exercising its rights under this covenant, including carrying out any works that are reasonably necessary including constructing placing repairing or maintaining trafficable surfaces to ensure that the right of access is suitable for use.
- 9.3 In carrying out its obligations under this covenant, the owner of the Lot Burdened must:
- (a) ensure that all work is done properly;
 - (b) cause as little interference as reasonably practicable to the public;
 - (c) cause as little damage as is reasonably practicable to the Easement Site and any improvement on it; and
 - (d) if material damage is caused (being material damage arising because the owner of the Lot Burdened has not complied with paragraphs (a), (b) and (c) of this clause), restore the Easement Site as nearly as practicable to the condition it was in before the damage occurred;
 - (e) give the Authority Benefited reasonable notice of intention to enter the Easement Site;

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Council Authorised Person _____

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Sheet 10 of 16

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.

- (f) only enter the Easement Site during times reasonably agreed with the Authority Benefited; and
 - (g) comply with the reasonable directions of the Authority Benefited.
- 9.4 Subject to clause 9.5, the owner of the Lot Burdened releases and indemnifies, and keeps indemnified the Authority Benefited from and against all damage, expense, loss or ability of any nature suffered or incurred by the Authority Benefited that is caused by the Easement Site not being maintained, repaired and replaced by the owner of the Lot Burdened when necessary including:
- (a) all costs incurred by the Authority Benefited under clause 9.2;
 - (b) loss or damage to the property of the Authority Benefited; and
 - (c) damage, expense, loss or liability in respect of personal injury or death.
- 9.5 The owner of the Lot Burdened's release and indemnity under clause 9.4 will be reduced proportionately to the extent that the damage, expense, loss or liability (including loss or liability in respect of personal injury or death) arises from a negligent or wilful act or negligence or wilful omission of the Authority Benefited or its officers, employees, contractors or agents.
- 10. Terms of Easement for Public Access 1.3 and 1.6 wide (E) – Limited in Stratum numbered 7 in the Plan**
- 10.1 This Easement benefits
- (a) the Authority Benefited; and
 - (b) any Authorised User.
- 10.2 The Grantee and any Authorised User may pass and repass on foot or by bicycle or with or in any pram, wheelchair or motorised device used by disabled persons, with animals, across that part of the Easement Site to get to or from any other part of the Lot Burdened that the Grantee intends for its Authorised Users to be used as public space or for public recreation.
- 10.3 In exercising the right referred to in this clause, the Grantee and any Authorised User must severally:
- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and
 - (b) cause as little damage as is practicable to the Lot Burdened and any improvement to or on the Lot Burdened.
- 10.4 The Grantor must keep and maintain the Easement Site in good and substantial repair order and condition and must carry out any works that are reasonably necessary including constructing

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Council Authorised Person _____

DP270215

Sheet 11 of 16

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.

placing repairing or maintaining trafficable surfaces, walkways or structures to ensure that the right of access is suitable for use.

10.5 Subject to clause 10.6, the owner of the Lot Burdened releases and indemnifies, and keeps indemnified the Authority Benefited from and against all damage, expense, loss or liability of any nature suffered or incurred by the Authority Benefited as a result of the use of the Easement Site by any person.

10.6 The owner of the Lot Burdened's release and indemnity under clause 10.5 will be reduced proportionately to the extent that the damage, expense, loss or liability (including loss or liability in respect of personal injury or death) arises from a negligent or wilful act or negligence or wilful omission of the Authority Benefited or its officers, employees, contractors or agents.

11. Terms of Easement to Drain Water 1.3, 1.5, 1.6 and variable width (F) – Limited in Stratum numbered 8 in the Plan

11.1 The Grantee may:

- (a) drain water (whether rain, storm, spring, soakage or seepage water) in any quantities in conduits through each Lot Burdened, but only within the Easement Site; and
- (b) may do anything reasonably necessary for that purpose, including:
 - (i) entering the Lot Burdened; and
 - (ii) taking anything on to the Lot Burdened; and
 - (iii) using any existing line of conduits; and\
 - (iv) carrying out works, such as constructing, placing or repairing conduits and equipment.

11.2 In exercising those powers, the Grantee must:

- (a) ensure all work is done properly; and
- (b) cause as little inconvenience as is practicable to the owner of the Lot Burdened and any occupier of the Lot Burdened; and
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement to or on it; and
- (d) restore the Lot Burdened as nearly as is practicable to its condition prior to commencement of the works;
- (e) make good any collateral damage;
- (f) give the Grantor reasonable notice of intention to enter the Easement Site;

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Council Authorised Person

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Sheet 12 of 16

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.

- (g) only enter the Easement Site during times reasonably agreed with the Grantor; and
- (h) comply with the reasonable directions of the Grantor.

12. Terms of Restriction as to User numbered 9 in the Plan

The on-site residential carparking spaces and storage spaces are not to be used by persons other than residents of the strata scheme.

Name of person empowered to vary release or modify this restriction:

Council of the City of Sydney

13. Terms of Easement to Permit Encroaching Footing to Remain 0.2 Wide (G) – Limited in Stratum numbered 10 in the Plan

13.1 This Easement benefits:

- (a) the Grantee of the Lot Benefited or of any part of that lot with which the right is capable of enjoyment; and
- (b) any Authorised User.

13.2 The owner of the Lot Burdened grants to the Grantee the right to require the footings at the base of the Building on the Lot Benefited which encroach on the Lot Burdened to remain (the Encroaching Structure), but only to the extent they are within the Easement Site.

13.3 The Grantee must, at its own cost, maintain and repair the Encroaching Structure and may do anything reasonably necessary for this purpose including entering the Lot Burdened, taking anything on to the Lot Burdened and carrying out work.

13.4 In exercising these powers, the Grantee must:

- (a) ensure all work is done properly; and
- (b) cause as little inconvenience as is practicable to the owner of the Lot Burdened and any occupier of the Lot Burdened; and
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement to or on it; and
- (d) restore the Lot Burdened as nearly as is practicable to its condition prior to commencement of the works;
- (e) make good any collateral damage;
- (f) give the Grantor reasonable notice of intention to enter the Easement Site;

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Council Authorised Person _____

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Sheet 13 of 16

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.

- (g) only enter the Easement Site during times reasonably agreed with the Grantor; and
 - (h) comply with the reasonable directions of the Grantor.
- 13.5 The Owner of the Lot Benefited indemnifies the Owner of the Lot Burdened from and against claims, demands and liability of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this easement.
- 14. Terms of Easement for Easement for Access Variable Width (H) – Limited in Stratum numbered 11 in the Plan**
- 14.1 This Easement benefits
- (a) the Grantee of the Lot Benefited or of any part of that lot with which the right is capable of enjoyment; and
 - (b) any Authorised User.
- 14.2 The Grantee and any Authorised User may pass and repass without vehicles across the Easement Site to get to and from the Lot Benefited.
- 14.3 In exercising the right referred to in this clause, the Grantee and any Authorised User must severally:
- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
 - (b) cause as little damage as is practicable to the Lot Burdened and any improvement to or on the Lot Burdened; and
 - (c) make good any collateral damage.
- 14.4 Subject to clause 14.5, the owner of the Lot Burdened releases and indemnifies, and keeps indemnified the Grantee from and against all damage, expense, loss or liability of any nature suffered or incurred by the Grantee as a result of the use of the Easement Site by any person.
- 14.5 The owner of the Lot Burdened's release and indemnity under clause 14.4 will be reduced proportionately to the extent that the damage, expense, loss or liability (including loss or liability in respect of personal injury or death) arises from a negligent or wilful act or negligence or wilful omission of the Grantee or its officers, employees, contractors or agents.
- 15. Terms of Easement for Water Service 1 wide (J) – Limited in Stratum numbered 12 in the Plan**

5909897.7 RZF CCF

Council Authorised Person _____

DP270215

Sheet 14 of 16

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.

15.1 The Grantee and any Authorised Users may use the Lot Burdened but only within the Easement Site to provide water services to and from the Lot Benefited; and may do anything reasonably necessary for that purpose, including:

- (a) entering the Lot Burdened;
- (b) taking anything on to the Lot Burdened; and
- (c) carrying out works, such as constructing, placing or repairing pipes, conduits and equipment.

15.2 In exercising those powers, the Grantee must:

- (a) ensure all work is done properly; and
- (b) cause as little inconvenience as is practicable to the owner of the Lot Burdened and any occupier of the Lot Burdened; and
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement to or on it; and
- (d) restore the Lot Burdened as nearly as is practicable to its condition prior to commencement of the works;
- (e) make good any collateral damage;
- (f) give the Grantor reasonable notice of intention to enter the Easement Site;
- (g) only enter the Easement Site during times reasonably agreed with the Grantor; and
- (h) comply with the reasonable directions of the Grantor.

15.3 This easement cannot be released, varied or modified without the written consent of Sydney Water Corporation.

16. Terms of Positive Covenant numbered 13 in the Plan

16.1 The owner of the Lot Burdened:

- (a) indemnifies and must keep indemnified the City of Sydney Council and the Ministerial Holding Corporation from and against all claims, damage, expense, loss or liability of any nature suffered or incurred by the City of Sydney Council and the Ministerial Holding Corporation arising from the use of the Lot Burdened for public access;
- (b) must maintain an insurance policy for public liability in the amount of \$20 million or any such amount as required by the City of Sydney Council from time to time for any single claim covering the use of the Lot Burdened for public access; and

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Council Authorised Person

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Sheet 15 of 16

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.

- (c) must at its own cost ensure that the part of the Lot Burdened available for public access is maintained, repaired, cleaned and lit to the satisfaction of the City of Sydney Council and the Ministerial Holding Corporation.

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Council Authorised Person



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Sheet 16 of 16

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.

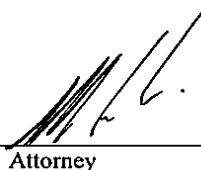
Signed sealed and delivered on behalf of
Jacksons Landing Development Pty Limited by
its attorney under power of attorney registered
book 4620 no 801 in the presence of:


Witness

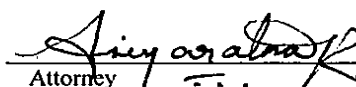
JAMES HAMMIN
Print name


Witness

JAMES HAMMIN
Print name


Attorney

MICHAEL CASSEL
Print name


Attorney

RUWANI ARIYARATNA
Print name

Signed sealed and delivered on behalf of
Australian Executor Trustees (NSW) Limited
by its attorney under power of attorney registered
book 4517 no 213 in the presence of:


Witness

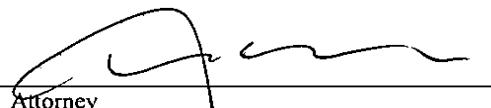
SHIRLEY DHARAMDAS
Print name


Witness

SHIRLEY DHARAMDAS
Print name


Attorney

ROSE O'ROURKE
Print name
SENIOR ADMINISTRATOR
CORPORATE TRUST


Attorney

Glenn White
Print name
Senior Manager
Structured Finance

REGISTERED



30.4.2012

5909897.7 RZF CCF

Council Authorised Person

DP1008189

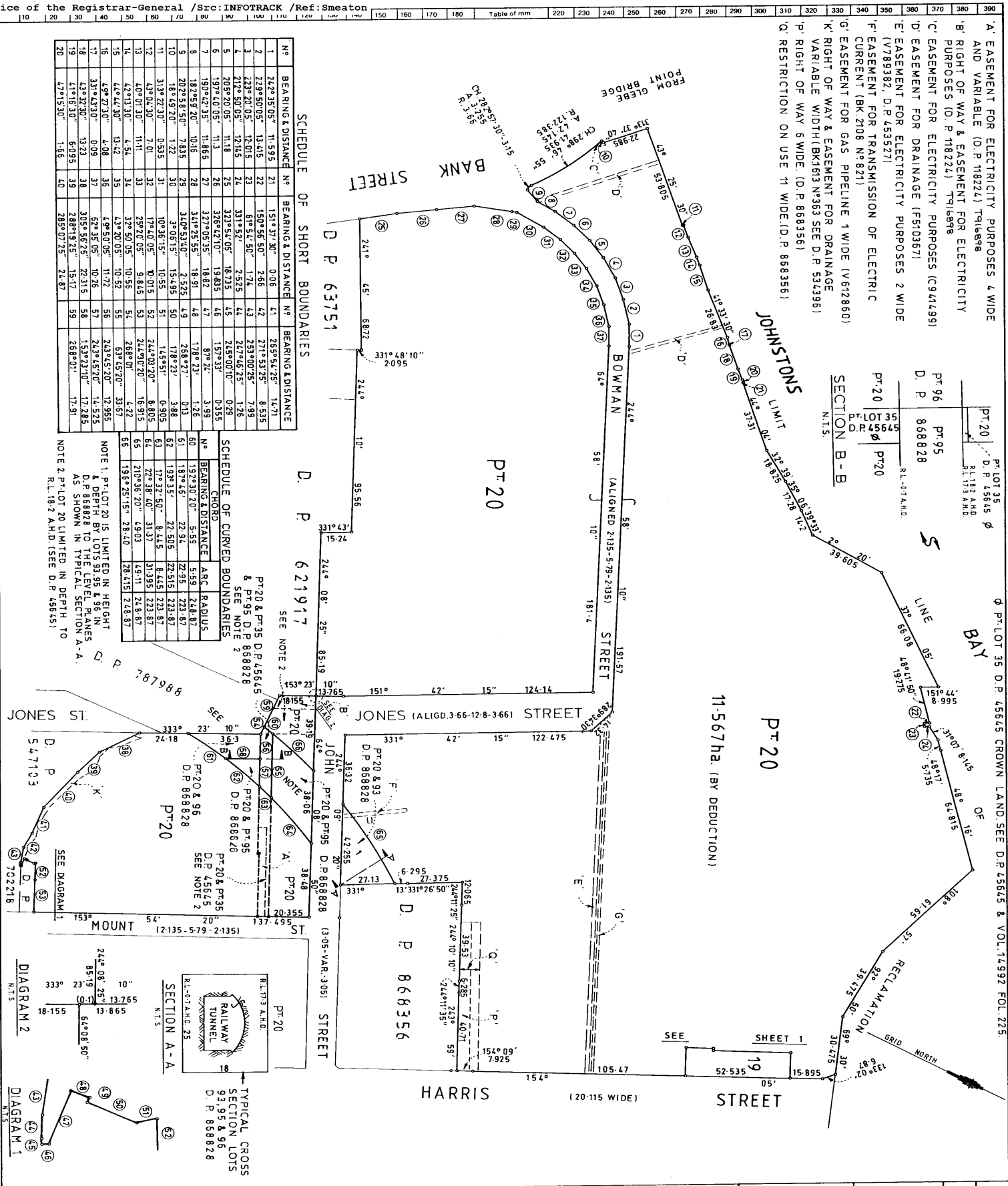
Registered: 12-11-1995

This is sheet 2 of my plan of 3 sheets dated 5-10-98

Surveyor registered under Surveyors Act 1925

This is sheet 2 of my plan of 3 sheets dated 5-10-98

For use where space is insufficient in my plan on Plan Form 2



DP1008189

Registered: 23-11-1999

This is sheet 3 of my plan in 3 sheets dated

Surveyor registered under the Surveyors Act, 1933

This is sheet of my plan of sheets covered by subdivision certificate No.

Authorised Person/Owner/Manager/Controlled Officer

For use where space is insufficient in any panel on Plan Form 2

PLAN FORM 3 USE ONLY for statements of intention to introduce public roads to create public reserves, drainage reserves, easements, restrictions on use of land or positive covenants

Reduction Ratio: 1:

SURVEYORS REFERENCE: 7044-EXEC

Executed by Jacksons Landing Development Pty Limited
by its Attorneys under a Power of Attorney dated
registered Book No.
who declare that they have not received any notice
of the revocation of that Power of Attorney

Attorney

Attorney

In the presence of

Witness

Executed by Wirabay Limited
by its Attorneys under a Power of Attorney dated 25-10-1999
registered Book 4253 No. 739
who declare that they have not received any notice
of the revocation of that Power of Attorney

Attorney *Robert S Kinnula* RONALD CUTLER

Attorney *Robert S Kinnula* KINNEBREE SAKIEK

In the presence of

Witness

Executed by Limosa Pty Limited
by its Attorneys under a Power of Attorney dated 2-11-1999
registered Book 4254 No. 248
who declare that they have not received any notice
of the revocation of that Power of Attorney

Attorney *Robert S Kinnula* RONALD CUTLER

Attorney *Robert S Kinnula* KINNEBREE SAKIEK

In the presence of

Witness

Executed by Reco Star Pty Limited
by its Attorneys under a Power of Attorney dated 21-10-99
registered Book 4253 No. 740
who declare that they have not received any notice
of the revocation of that Power of Attorney

Attorney *Robert S Kinnula* RONALD CUTLER

Attorney *Robert S Kinnula* KINNEBREE SAKIEK

In the presence of

Witness

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
CREATED OR RELEASED, AND OF PROFITS A PRENDRE, RESTRICTIONS ON
THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

(Sheet 1 of 8 Sheets)

DP1008189

Plan of Subdivision covered by
Council Clerk's Certificate No.

Full name and address
of the owner of the land:

Jacksons Landing Development Pty
Limited
Level 11, Tower Building, Australia
Square, Sydney NSW 2000

PART 1

1. Identity of easement, profit a
prendre, restriction or positive
covenant to be created and
firstly referred to in the plan.

**Right of Access 4, 4.8 and variable
width**

SCHEDULE OF LOTS, ETC AFFECTED

Lots Burdened

Lots benefited, relevant roads, bodies
or prescribed authorities

19

20

20

19

2. Identity of easement, profit a
prendre, restriction or positive
covenant to be created and
secondly referred to in the plan

Restriction on User

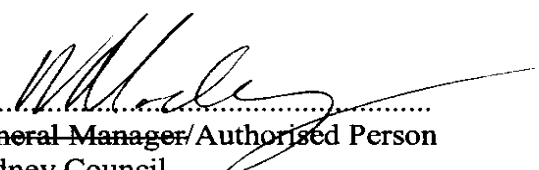
SCHEDULE OF LOTS, ETC AFFECTED

Lots Burdened

Lots benefited, relevant roads, bodies
or prescribed authorities

19

20


.....
~~General Manager~~/Authorised Person
Sydney Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
CREATED OR RELEASED, AND OF PROFITS A PRENDRE, RESTRICTIONS ON
THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

DP 1008189

(Sheet 2 of 8 Sheets)

3. Identity of easement, profit a
prendre, restriction or positive
covenant to be created and
thirdly referred to in the plan

**Easement for seating and
overhanging awning 3.44 wide**

SCHEDULE OF LOTS, ETC AFFECTED

Lots Burdened

Lots benefited, relevant roads, bodies
or prescribed authorities

20

19

4. Identity of easement, profit a
prendre, restriction or positive
covenant to be created and
fourthly referred to in the plan

Easement for support 0.8 wide

SCHEDULE OF LOTS, ETC AFFECTED

Lots Burdened

Lots benefited, relevant roads, bodies
or prescribed authorities

19

20

5. Identity of easement, profit a
prendre, restriction or positive
covenant to be created and
fifthly referred to in the plan

Easement for light and air 1.0 wide

SCHEDULE OF LOTS, ETC AFFECTED

Lots Burdened

Lots benefited, relevant roads, bodies
or prescribed authorities

20

19


.....
General Manager/Authorised Person
Sydney Council

DP1008189

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
CREATED OR RELEASED, AND OF PROFITS A PRENDRE, RESTRICTIONS ON
THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

(Sheet 3 of 8 Sheets)

DP 1008189

PART 2

1. Terms of easement, profit a prendre, restriction, or positive covenant firstly referred to in the plan.

1.1 The owner of the lot benefited and any person authorised by that owner may:

- (a) by any reasonable means pass across each lot burdened, but only within the site of this easement, to get to or from the lot benefited, and
- (b) do anything reasonably necessary for that purpose, including:
 - (1) entering the lot burdened, and
 - (2) taking anything on to the lot burdened, and
 - (3) carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.

1.2 In exercising those powers, the owner of the lot benefited must:

- (a) ensure all work is done properly, and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
- (d) restore the lot burdened as nearly as is practicable to its former condition, and
- (e) make good any collateral damage.

2. Terms of easement, profit a prendre, restriction, or positive covenant secondly referred to in the plan.

- 2.1 The owner of the lot burdened must not transfer, sell, lease, sublease, licence or grant any other right of occupation in respect of the whole or any part of the lot burdened to a party other than Daryl Jackson Robin Dyke Pty Limited for a period of 5 years from 9 July 1998 without the prior written consent of Jacksons Landing Development Pty Limited ("JLD").

.....
General Manager/Authorised Person
Sydney Council

DP1008189

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
CREATED OR RELEASED, AND OF PROFITS A PRENDRE, RESTRICTIONS ON
THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

DP 1008189

(Sheet 4 of 8 Sheets)

- 2.2 JLD will not withhold its consent if the owner of the lot burdened proves to JLD's satisfaction that any proposed transferee, purchaser, tenant, subtenant, licensee or occupier is respectable and responsible and that the proposed use is compatible with the proposed uses by JLD of the development to be constructed on the lot benefited.

Name of person empowered to release, vary or modify restriction, or positive covenant secondly referred to in the plan.

JLD.

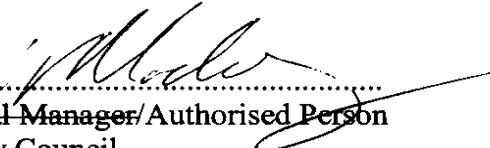
3. Terms of easement, profit a prendre, restriction, or positive covenant thirdly referred to in the plan.

- 3.1 The owner of the lot benefited and any person authorised by that owner may use the area within the easement site, but only for

- (a) outdoor seating for a restaurant or café or like use (namely the retailing of food or beverages) where such use involves outdoor seating;
- (b) affixing an awning structure ("Awning") and insist that the Awning remain.
- (c) affixing a weather protection structure over the site ("Structure") and insist that the Structure remain or
- (d) any or all of the above.

- 3.2 The owner of the lot benefited:

- (a) is responsible for maintaining and keeping in a state satisfactory to the Ministerial Corporation, or its successor in title, the site in good and serviceable repair including any maintenance and repair of a structural nature;
- (b) must indemnify the owner of the lot burdened from and against claims, demand and liabilities of any kind which may arise in respect of damage to any property death or injury to any person arising out of the exercise of the rights conferred by this easement.
- (c) must maintain public liability and such other insurances as may reasonably be required by the Ministerial Corporation, or its successor in title.


.....
General Manager/Authorised Person
Sydney Council


DP1008189

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
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PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

DP 1008189

(Sheet 5 of 8 Sheets)

- 3.3 The owner of the lot benefited by itself or by its contractors or agents may do anything reasonably necessary to carry out the obligations of the owner of the lot benefited imposed by this easement, including :
- entering the lot burdened; and
 - taking anything onto the lot burdened; and
 - carrying out work including repairs, maintenance, refurbishment, enhancement, removal or replacement of the Awning or Structure.
- 3.4 Any member of the public may enter the easement site at any time consistent with the rights of the owner of the lot benefited under the terms of this easement and consistent with the terms of any relevant development consent.
- 3.5 The rights conferred by clause 3.1 (a) under this easement extinguish at the first occur of the expiration of 99 years from the date of registration of the easement or the cessation of the use specified in 3.1(a) or alteration from a use specified in 3.1(a).
- 3.6 The owner of the lot burdened may insist that the rights conferred by clause 3.1(b) and (c) under this easement be extinguished if:
- (a) the Awning or Structure is removed and no replacement structure is installed; and
 - (b) the need for the Awning no longer exists.
- 3.7 If the easement has not been extinguished under clause 1.6, the rights conferred by clause 3.1(b) and (c) extinguish 99 years from the date of registration of the easement.
- 3.8
- (a) The exercise of the rights granted under this easement are subject to development consent under the Environmental Planning and Assessment Act 1979 being previously obtained from the relevant consent authority for the use or uses referred to in clause 3.1(a) to (c) above
 - (b) the uses described in clauses 3.1(a) to (c) above require the lodgment of further development applications.
 - (c) Use of the area the subject of this easement is to be in accordance with the terms of such development consents.


.....
~~General Manager~~/Authorised Person
Sydney Council

DP1008189

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
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PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

DP 1008189

(Sheet 6 of 8 Sheets)

- 3.9 The owner of the lot benefited on expiration of the easement undertakes to make good the easement site to the satisfaction of the Ministerial Corporation, or its successor in title.

Name of person whose consent is required to released, vary, or modify restriction or positive covenant.

Ministerial Corporation established pursuant to section 8 of the Environmental Planning and Assessment Act.

4. Terms of easement, profit a prendre, restriction, or positive covenant fourthly referred to in the plan.


- 4.1 The owner of the lot benefited:

- (a) may insist that the parts of the structure (the encroaching structure) on the lot benefited which, when this easement was created, encroached on the lot burdened remain, but only to the extent they are within the site of this easement; and
- (b) must keep the encroaching structure in safe condition; and
- (c) may do anything reasonably necessary for those purposes, including:
 - entering the lot burdened;
 - taking anything on to the lot burdened; and
 - carrying out work.

- 4.2 In exercising those powers, the owner of the lot benefited must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
- (c) restore the lot burdened as nearly as is practicable to its former condition; and
- (d) make good any collateral damage.

- 4.3 The owner of the lot burdened may insist that this easement be extinguished when the structure on the lot benefited is removed.


.....
~~General Manager~~/Authorised Person
Sydney Council

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
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PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

DP 1008189

(Sheet 7 of 8 Sheets)

4.4 The owner of the lot burdened must not do or allow anything to be done to damage or interfere with the encroaching structure.

5. Terms of easement, profit a prendre, restriction, or positive covenant fifthly referred to in the plan.

5.1 Full and free right to the uninterrupted flow, access, transmission and enjoyment of light and air across the lot burdened through the site of this easement to the windows situated on the western side of any building now or hereafter erected on the lot benefited.

~~The common seal of~~

~~Jacksons Landing Development Pty~~

~~Limited was affixed in the presence of:~~

Executed by Jacksons Landing Development Pty Limited by its Attorneys under a Power of Attorney dated 12-8-99 registered Book 4253 No 741 who declare that they have not received any notice of the revocation of their Power of Attorney

Executed by

~~The common seal of Limosa Pty Limited~~

~~was affixed in the presence of:~~ by its

Attorneys under a Power of Attorney

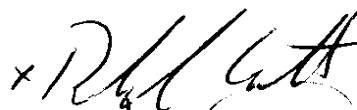
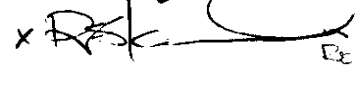
dated 2/11/99 registered

Book 4254 No 248 who declare

that they have not received any notice of


~~Secretary~~ the revocation of that


Power of Attorney


x  RONALD CUTLER
x  ROBERT S. KURNABA

In the presence of

~~Director~~

x  STEPHEN WEISSLER


x  RONALD CUTLER

x  ROBERT S. KURNABA

In the presence of

x 

~~Director~~


~~General Manager/Authorised Person~~
Sydney Council

DP1008189

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
CREATED OR RELEASED, AND OF PROFITS A PRENDRE, RESTRICTIONS ON
THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

(Sheet 8 of 8 Sheets)

DP1008189

Executed by
~~The common seal of CBA Corporate~~)
~~Services (NSW) Pty Limited~~)
was affixed in the presence of by its)
attorney under a Power of)
Attorney dated 21 August 1999)
October 1999 registered Book 4252)
No 638 who declares that he has not)
received any notice of the revocation)
of that Power of Attorney in the)
Secretary presence of)

Phil Johnston
Phil Johnston

[Signature]
Director *Surviving Director*
Witness

Executed by
~~The common seal of Reco Star Pty Limited~~)
was affixed in the presence of by its)
Attorneys under a Power of Attorney)
dated 21-10-1999 registered)
Book 4253 No 740 who)
declared that they have not received)
~~Secretary~~ any notice of the revocation)
of the Power of Attorney)

X *[Signature]* RONALD CUTLER
X *[Signature]* ROBERT S KAMATA
In the Presence of

X *[Signature]*
Director

Executed by
~~The common seal of Wirabay Limited~~)
was affixed in the presence of by its)
Attorneys under a Power of Attorney)
dated 25-10-99 registered)
Book 4253 No 732 who)
declared that they have not received)
Secretary any notice of the revocation)
of the Power of Attorney)

X *[Signature]* RONALD CUTLER,
X *[Signature]* ROBERT S KAMATA
In the presence of

[Signature]
Director

[Signature]
General Manager/Authorised Person
Sydney Council

REGISTERED  22-11-1999

Form: 20ECE
Release: 2.0
www.lands.nsw.gov.au

**CANCELLATION OR
EXTINGUISHMENT OF EASE**



AC933878U

New South Wales
Section 47(6A) Real Property Act 1
Section 89(8) Conveyancing Act 1

RELOADED

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) **TO REGISTER**

Dominant Tenement ANNEXURE A	Servient Tenement CP/SP69581
---------------------------------	---------------------------------

TIME: 11:50

(B) **EASEMENT
CANCELLED/
EXTINGUISHED**

Number of Easement DP 270215	Nature of Easement ELECTRICITY PURPOSES AND ACCESS (MA)
---------------------------------	--

(B) **LODGED BY**

Document Collection Box 8985	Name, Address or DX and Telephone LLPN 123648F CORRS CHAMBERS WESTGARTH LAWYERS, GOVERNOR PHILLIP TOWER, 1 FARRER PLACE, SYDNEY 2000, (02) 9210 6500.	Reference: J. FALVEY 9024392	CODE R
---------------------------------	---	------------------------------	-----------

(D) **APPLICANT**

JACKSONS LANDING DEVELOPMENT PTY LIMITED IN ITS CAPACITY AS REGISTERED PROPRIETOR OF EACH OF THE DOMINANT TENEMENTS.

(E) **CANCELLATION Section 47(6A) Real Property Act 1900**

The applicant, being the registered proprietor of the dominant tenement, applies to have the recording of the easement referred to above cancelled as regards the folio(s) of the Register specified above, and annexes hereto (marked B) the consent of any registered lessee, mortgagee or chargee.

EXTINGUISHMENT Section 89(8) Conveyancing Act 1919 NOT APPLICABLE

The applicant applies to have all necessary recordings made in the Register to give effect to the order of the Supreme Court dated NOT APPLICABLE (an office copy of which is annexed hereto and marked N.A.) CLICK & PICK extinguishing the easement referred to above.

DATE 2 July 2007

(F) I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness:

J. Falvey
JESSICA FALVEY

Name of witness:

Address of witness:

3/2 KIDMAN STREET
COOGEE NSW 2034

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

Signature of attorney:

NICHOLAS VACCAL

Attorney's name:

Signing on behalf of:

Power of attorney-Book:

-No.:

4480
184

Warrick Boyer

**ANNEXURE A TO FORM 20ECE – CANCELLATION OR
EXTINGUISHMENT OF EASEMENT:**

Dominant Tenement:

- (i) Lot 36 in DP 270215
- (ii) Lot 42 in DP 270215
- (iii) Lot 43 in DP 270215
- (iv) Lot 45 in DP 270215
- (v) Lot 58 in DP 270215
- (vi) Lot 59 in DP 270215
- (vii) Lot 60 in DP 270215
- (viii) Lot 61 in DP 270215
- (ix) Lot 62 in DP 270215
- (x) Lot 64 in DP 270215
- (xi) Lot 65 in DP 270215

ANNEXURE B TO FORM 20ECE – CONSENT BY MORTGAGEE

Australian Executor Trustees Limited ACN 000 329 706 of Level 9 Corporate Trust, 80 Alfred St, Milsons Point NSW 2061 being the Mortgagee under registered Mortgage 5521195 affecting the following Dominant Tenements:

- Lot 36 in DP 270215 of the part formerly in 12/270215
- Lot 42 in DP 270215 of the part formerly in 31/270215
- Lot 43 in DP 270215 of the part formerly in 2/270215
- Lot 59 in DP 270215 of the part formerly in 15/270215 and 20/270215
- Lot 60 in DP 270215 of the part formerly in 15/270215, 16/270215 and 20/270215
- Lot 61 in DP 270215 of the part formerly in 15/270215 and 20/270215
- Lot 62 in DP 270215 of the part formerly in 8/270215 and 20/270215
- Lot 64 in DP 270215 of the part formerly in 16/270215 and 20/270215
- Lot 65 in DP 270215 of the part formerly in 16/270215 and 20/270215

(the Land)

hereby consents to the cancellation of easement DP 270215 through section 88B instrument (document 5 item 1) for electricity purposes and access (MA) benefiting each of the Dominant Tenements.

Date: 2 July 2007.

Executed by

Australian Executor Trustees Limited)

by its Attorney)

under a Power of Attorney Book 4488)

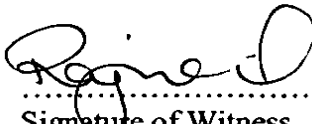
No. 580 dated 16/02/06)

in the presence of:)

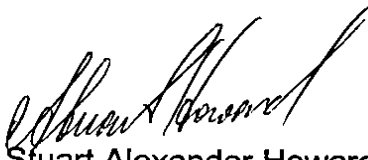
)


Yvonne Drake

Manager - Corporate Services


Signature of Witness

RAJNEIL KARAN


Stuart Alexander Howard

Signature of Attorney

Name of Witness

4138796/1

Use this side only for Second Schedule directions

DO NOT USE BOTH SIDES OF THIS FORM

SECOND SCHEDULE AND OTHER DIRECTIONS

[illegible]

Form: 20ECE
Release: 2.0
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**CANCELLATION OR
EXTINGUISHMENT OF EASE**

Leave this space clear. Affix additional
pages to the top left hand corner.



AC933877W

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the use of 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.

RELOADED
(A) **TORRENS TITLE**

- 3 JUL 2007

TIME: 1150
(B) **EASEMENT
CANCELLED/
EXTINGUISHED**

(B) **LODGED BY**

(D) **APPLICANT**

Dominant Tenement ANNEXURE A		Servient Tenement CP/SP69581	
Number of Easement DP 270215		Nature of Easement IRRIGATION PURPOSES AND ACCESS (Doc 3)	
Document Collection Box 8985	Name, Address or DX and Telephone CORRS CHAMBERS WESTGARTH LAWYERS, GOVERNOR PHILLIP TOWER, 1 FARRER PLACE, SYDNEY 2000, (02) 9210 6500. Reference: J. FALVEY 9024392		CODE R
JACKSONS LANDING DEVELOPMENT PTY LIMITED IN ITS CAPACITY AS REGISTERED PROPRIETOR OF EACH OF THE DOMINANT TENEMENTS.			

(E) **CANCELLATION Section 47(6A) Real Property Act 1900**

The applicant, being the registered proprietor of the dominant tenement, applies to have the recording of the easement referred to above cancelled as regards the folio(s) of the Register specified above, and annexes hereto (marked B) the consent of any registered lessee, mortgagee or chargee.

EXTINGUISHMENT Section 89(8) Conveyancing Act 1919 NOT APPLICABLE

The applicant applies to have all necessary recordings made in the Register to give effect to the order of the Supreme Court dated NOT APPLICABLE (an office copy of which is annexed hereto and marked N.A.) CLICK & PICK extinguishing the easement referred to above.

DATE 2 July 2007

(F) I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness:

Name of witness:
Address of witness:

J. Falvey
3/2 KIDMAN STREET
COOGEE NSW 2034

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

Signature of attorney:

Attorney's name:
Signing on behalf of:
Power of attorney-Book:
-No.:

NICHOLAS YACOE
4480
184

W. Bouyer
Warwick Bouyer

ANNEXURE A TO FORM 20ECE - CANCELLATION OR EXTINGUISHMENT OF EASEMENT:

Dominant Tenement:

- (i) Lot 36 in DP 270215
- (ii) Lot 42 in DP 270215
- (iii) Lot 45 in DP 270215
- (iv) Lot 58 in DP 270215
- (v) Lot 59 in DP 270215
- (vi) Lot 60 in DP 270215
- (vii) Lot 61 in DP 270215
- (viii) Lot 62 in DP 270215
- (ix) Lot 64 in DP 270215
- (x) Lot 65 in DP 270215

ANNEXURE B TO FORM 20ECE – CONSENT BY MORTGAGEE

Australian Executor Trustees Limited ACN 000 329 706 of Level 9 Corporate Trust, 80 Alfred St, Milsons Point NSW 2061 being the Mortgagee under registered Mortgage 5521195 affecting the following Dominant Tenements:

- Lot 36 in DP 270215 of the part formerly in 12/270215
- Lot 42 in DP 270215 of the part formerly in 31/270215
- Lot 59 in DP 270215 of the part formerly in 15/270215 and 20/270215
- Lot 60 in DP 270215 of the part formerly in 15/270215, 16/270215 and 20/270215
- Lot 61 in DP 270215 of the part formerly in 15/270215 and 20/270215
- Lot 62 in DP 270215 of the part formerly in 8/270215 and 20/270215
- Lot 64 in DP 270215 of the part formerly in 16/270215 and 20/270215
- Lot 65 in DP 270215 of the part formerly in 16/270215 and 20/270215

(the Land)

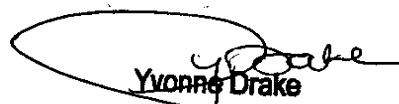
hereby consents to the cancellation of easement DP 270215 through section 88B instrument (document 5 item 2) for irrigation purposes and access (MB) benefiting each of the Dominant Tenements.

Date: 2 July 2007

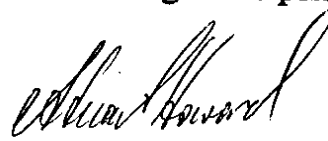
Executed by

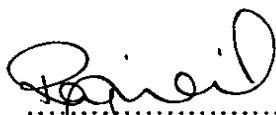
Australian Executor Trustees Limited)

by its Attorney)
under a Power of Attorney Book 4488)
No.580 dated 16/02/06)
in the presence of:)


Yvonne Drake

Manager - Corporate Services


Stuart Alexander Howard



Signature of Witness

RAJNEIL KARAN

Name of Witness

Signature of Attorney

[illegible]

Form: 20ECE
Release: 2.0
www.lands.nsw.gov.au

**CANCELLATION OR
EXTINGUISHMENT OF EASE**



AC933875B

New South Wales
Section 47(6A) Real Property Act 1
Section 89(8) Conveyancing Act 1

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.

RECORDED

(A) **TORRENS TITLE**

- 3 JUL 2007

TIME: 1/50.

(B) **EASEMENT
CANCELLED/
EXTINGUISHED**

Dominant Tenement ANNEXURE A	Servient Tenement CP/SP69581
-------------------------------------	-------------------------------------

Number of Easement DP 270215	Nature of Easement FIRE SERVICES (mc) (Doc 5)
-------------------------------------	--

(B) **LODGED BY**

Document Collection Box 8985	Name, Address or DX and Telephone LLPN 123648F CORRS CHAMBERS WESTGARTH LAWYERS, GOVERNOR PHILLIP TOWER, 1 FARRER PLACE, SYDNEY 2000, (02) 9210 6500. Reference: J. FALVEY 9024392	CODE R
-------------------------------------	--	---------------

(D) **APPLICANT**

JACKSONS LANDING DEVELOPMENT PTY LIMITED IN ITS CAPACITY AS REGISTERED PROPRIETOR OF EACH OF THE DOMINANT TENEMENTS.

(E) **CANCELLATION Section 47(6A) Real Property Act 1900**

The applicant, being the registered proprietor of the dominant tenement, applies to have the recording of the easement referred to above cancelled as regards the folio(s) of the Register specified above, and annexes hereto (marked B) the consent of any registered lessee, mortgagee or chargee.

EXTINGUISHMENT Section 89(8) Conveyancing Act 1919 NOT APPLICABLE

The applicant applies to have all necessary recordings made in the Register to give effect to the order of the Supreme Court dated NOT APPLICABLE (an office copy of which is annexed hereto and marked N.A.) CLICK & PICK extinguishing the easement referred to above.

DATE 2 July 2007

(F) I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

Signature of witness:

J Falvey
JESSICA FALVEY

Name of witness:

Address of witness:

3/2 KIDMAN
STREET COOGEE
NSW 2034

Signature of attorney:

NICHOLAS YALOE

Attorney's name:

Signing on behalf of:

Power of attorney-Book:

-No.:

9480

189

Warrick Bonyer

ANNEXURE A TO FORM 20ECE - CANCELLATION OR EXTINGUISHMENT OF EASEMENT:

Dominant Tenement:

- (i) Lot 36 in DP 270215
- (ii) Lot 42 in DP 270215
- (iii) Lot 43 in DP 270215
- (iv) Lot 45 in DP 270215
- (v) Lot 58 in DP 270215
- (vi) Lot 59 in DP 270215
- (vii) Lot 60 in DP 270215
- (viii) Lot 61 in DP 270215
- (ix) Lot 62 in DP 270215
- (x) Lot 64 in DP 270215
- (xi) Lot 65 in DP 270215

ANNEXURE B TO FORM 20ECE – CONSENT BY MORTGAGEE

Australian Executor Trustees Limited ACN 000 329 706 of Level 9 Corporate Trust, 80 Alfred St, Milsons Point NSW 2061 being the Mortgagee under registered Mortgage 5521195 affecting the following Dominant Tenements:

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- Lot 42 in DP 270215 of the part formerly in 31/270215
- Lot 43 in DP 270215 of the part formerly in 2/270215
- Lot 59 in DP 270215 of the part formerly in 15/270215 and 20/270215
- Lot 60 in DP 270215 of the part formerly in 15/270215, 16/270215 and 20/270215
- Lot 61 in DP 270215 of the part formerly in 15/270215 and 20/270215
- Lot 62 in DP 270215 of the part formerly in 8/270215 and 20/270215
- Lot 64 in DP 270215 of the part formerly in 16/270215 and 20/270215
- Lot 65 in DP 270215 of the part formerly in 16/270215 and 20/270215

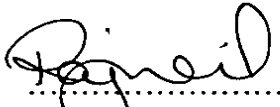
(the Land)

hereby consents to the cancellation of easement DP 270215 through section 88B instrument (document 5 item 3) for fire services (MC) benefiting each of the Dominant Tenements.

Date: 2 July 2007

Executed by

Australian Executor Trustees Limited)
by its Attorney)
under a Power of Attorney Book 4488)
No. 580 dated 16/02/06)
in the presence of:)



Signature of Witness

RAJNEIL KARAN

Name of witness

413889/1


Yvonne Drake
Manager - Corporate Services

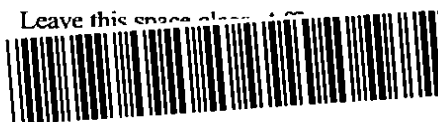

Stuart Alexander Howard
Signature of Attorney

[illegible]

Form: 20ECE
Release: 2.0
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**CANCELLATION OR
EXTINGUISHMENT OF EASEMENT**

New South Wales
Section 47(6A) Real Property Act 1900
Section 89(8) Conveyancing Act 1919



AC933853M

REVISIONED
PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required 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 - 3 JUL 2007 TIME: 11:50	Dominant Tenement ANNEXURE A	Servient Tenement CP/SP69581
(B) EASEMENT CANCELLED/ EXTINGUISHED	Number of Easement DP 270215	Nature of Easement DRAINAGE OF WATER (CMD) (Doc 5)
(B) LODGED BY	Document Collection Box 8985 Name, Address or DX and Telephone CORRS CHAMBERS WESTGARTH LAWYERS, GOVERNOR PHILLIP TOWER, 1 FARRER PLACE, SYDNEY 2000, (02) 9210 6500. Reference: J FALVEY 9024392	CODE R
(D) APPLICANT	JACKSONS LANDING DEVELOPMENT PTY LIMITED IN ITS CAPACITY AS REGISTERED PROPRIETOR OF EACH OF THE DOMINANT TENEMENTS.	

(E) **CANCELLATION** Section 47(6A) Real Property Act 1900

The applicant, being the registered proprietor of the dominant tenement, applies to have the recording of the easement referred to above cancelled as regards the folio(s) of the Register specified above, and annexes hereto (marked B) the consent of any registered lessee, mortgagee or chargee.

EXTINGUISHMENT Section 89(8) Conveyancing Act 1919 NOT APPLICABLE

The applicant applies to have all necessary recordings made in the Register to give effect to the order of the Supreme Court dated NOT APPLICABLE (an office copy of which is annexed hereto and marked N.A.) CLICK & PICK extinguishing the easement referred to above.

DATE 2 July 2007

(F) I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness:

Name of witness:

Address of witness:

J Falvey
JESSICA FALVEY
3/2 KIDMAN STREET
COOGEE NSW 2034

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

Signature of attorney:

Attorney's name:

Signing on behalf of:

Power of attorney-Book:

-No.:

NICHOLAS TAOER
4480
189

Warwick Banger

ANNEXURE A TO FORM 20ECE – CANCELLATION OR EXTINGUISHMENT OF EASEMENT:

Dominant Tenement:

- (i) Lot 36 in DP 270215 /
- (ii) Lot 42 in DP 270215 /
- (iii) Lot 43 in DP 270215 /
- (iv) Lot 45 in DP 270215 /
- (v) Lot 58 in DP 270215 /
- (vi) Lot 59 in DP 270215 /
- (vii) Lot 60 in DP 270215 /
- (viii) Lot 61 in DP 270215 /
- (ix) Lot 62 in DP 270215 /
- (x) Lot 64 in DP 270215 /
- (xi) Lot 65 in DP 270215 /

ANNEXURE B TO FORM 20ECE – CONSENT BY MORTGAGEE

Australian Executor Trustees Limited ACN 000 329 706 of Level 9 Corporate Trust, 80 Alfred St, Milsons Point NSW 2061 being the Mortgagee under registered Mortgage 5521195 affecting the following Dominant Tenements:

- Lot 36 in DP 270215 of the part formerly in 12/270215
- Lot 42 in DP 270215 of the part formerly in 31/270215
- Lot 43 in DP 270215 of the part formerly in 2/270215
- Lot 59 in DP 270215 of the part formerly in 15/270215 and 20/270215
- Lot 60 in DP 270215 of the part formerly in 15/270215, 16/270215 and 20/270215
- Lot 61 in DP 270215 of the part formerly in 15/270215 and 20/270215
- Lot 62 in DP 270215 of the part formerly in 8/270215 and 20/270215
- Lot 64 in DP 270215 of the part formerly in 16/270215 and 20/270215
- Lot 65 in DP 270215 of the part formerly in 16/270215 and 20/270215


(the Land)

hereby consents to the cancellation of easement DP 270215 through section 88B instrument (document 5 item 4) for drainage of water (MD) benefiting each of the Dominant Tenements.

Date: 2 July 2007.

Executed by

Australian Executor Trustees Limited)
by its Attorney)
under a Power of Attorney Book 4488)
No.580 dated 16/02/06)
in the presence of:)



.....
Signature of Witness

RAJNEIL KARAN
.....

Name of witness

4138895/1


Yvonne Drake
Manager - Corporate Services


Stuart Alexander Howard
.....
Signature of Attorney

Use this side only for Second Schedule directions

DO NOT USE BOTH SIDES OF THIS FORM

SECOND SCHEDULE AND OTHER DIRECTIONS

[illegible]

Form: 20ECE
Release: 2.0
www.lands.nsw.gov.au

**CANCELLATION OR
EXTINGUISHMENT OF EASEMENT**



AC933876Y

New South Wales
Section 47(6A) Real Property Act 1900
Section 89(8) Conveyancing Act 1919

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.

LODGED
(A) **TORRENS TITLE**

- 3 JUL 2007

1150.

**EASEMENT
CANCELLED/
EXTINGUISHED**

(B) **LODGED BY**

Dominant Tenement ANNEXURE A	Servient Tenement CP/SP69581
-------------------------------------	-------------------------------------

Number of Easement DP 270215	Nature of Easement ENCROACHMENT/SUPPORT STABLE TRUSS (CMH)(Doc5)
-------------------------------------	---

Document Collection Box 8985	Name, Address or DX and Telephone CORRS CHAMBERS WESTGARTH LAWYERS, GOVERNOR PHILLIP TOWER, 1 FARRER PLACE, SYDNEY 2000, (02) 9210 6500. Reference: J FALVEY 9024392	CODE R
-------------------------------------	--	---------------

(D) **APPLICANT**

JACKSONS LANDING DEVELOPMENT PTY LIMITED IN ITS CAPACITY AS REGISTERED PROPRIETOR OF EACH OF THE DOMINANT TENEMENTS.
--

(E) **CANCELLATION Section 47(6A) Real Property Act 1900**

The applicant, being the registered proprietor of the dominant tenement, applies to have the recording of the easement referred to above cancelled as regards the folio(s) of the Register specified above, and annexes hereto (marked B) the consent of any registered lessee, mortgagee or chargee.

EXTINGUISHMENT Section 89(8) Conveyancing Act 1919 NOT APPLICABLE

The applicant applies to have all necessary recordings made in the Register to give effect to the order of the Supreme Court dated NOT APPLICABLE (an office copy of which is annexed hereto and marked N.A.) CLICK & PICK extinguishing the easement referred to above.

DATE 2 July 2007.

(F) I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

Signature of witness:

J Falvey
JESSICA FALVEY

Name of witness:

Address of witness:

3/2 KIDMAN STREET
COOGEE NSW 2034

Signature of attorney:

NICHOLAS MACOEL

Attorney's name:

Signing on behalf of:

Power of attorney-Book:

-No.:

9410

184

Warwick Baynes

ANNEXURE A TO FORM 20ECE – CANCELLATION OR EXTINGUISHMENT OF EASEMENT:

Dominant Tenement:

- (i) Lot 36 in DP 270215
- (ii) Lot 42 in DP 270215
- (iii) Lot 43 in DP 270215
- (iv) Lot 45 in DP 270215
- (v) Lot 58 in DP 270215
- (vi) Lot 59 in DP 270215
- (vii) Lot 60 in DP 270215
- (viii) Lot 61 in DP 270215
- (ix) Lot 62 in DP 270215
- (x) Lot 64 in DP 270215
- (xi) Lot 65 in DP 270215

ANNEXURE B TO FORM 20ECE – CONSENT BY MORTGAGEE

Australian Executor Trustees Limited ACN 000 329 706 of Level 9 Corporate Trust, 80 Alfred St, Milsons Point NSW 2061 being the Mortgagee under registered Mortgage 5521195 affecting the following Dominant Tenements:

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- Lot 42 in DP 270215 of the part formerly in 31/270215
- Lot 43 in DP 270215 of the part formerly in 2/270215
- Lot 59 in DP 270215 of the part formerly in 15/270215 and 20/270215
- Lot 60 in DP 270215 of the part formerly in 15/270215, 16/270215 and 20/270215
- Lot 61 in DP 270215 of the part formerly in 15/270215 and 20/270215
- Lot 62 in DP 270215 of the part formerly in 8/270215 and 20/270215
- Lot 64 in DP 270215 of the part formerly in 16/270215 and 20/270215
- Lot 65 in DP 270215 of the part formerly in 16/270215 and 20/270215

(the Land)

hereby consents to the cancellation of easement DP 270215 through section 88B instrument (document 5 item 8) for encroachment and support of stable truss (MH) benefiting each of the Dominant Tenements.

Date: 2 July 2007

Executed by

Australian Executor Trustees Limited)

by its Attorney)

under a Power of Attorney Book 4488)

No.580 dated 16/02/06)

in the presence of)

Signature of Witness

RAJNEIL KARAN

Name of witness

4138874/1


Yvonne Drake
Manager - Corporate Services


Stuart Alexander Howard

Signature of Attorney

[illegible]

Form: 20ECE
Release: 2.0
www.lands.nsw.gov.au

**CANCELLATION OR
EXTINGUISHMENT OF EA**

Leave this space clear. Affix additional

New South Wales

Section 47(6A) Real Property Act
Section 89(8) Conveyancing Act



AC933842S

RELODGED

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar-General to make available to the public information by this instrument 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	Dominant Tenement	Servient Tenement
TIME: 1159	ANNEXURE A	CP/SP69581
(B) EASEMENT CANCELLED/ EXTINGUISHED	Number of Easement DP 270215	Nature of Easement SUPPORT AND SHELTER (m/s) (Doc 5)
(B) LODGED BY	Document Collection Box 8985	Name, Address or DX and Telephone L L P N 123648F CORRS CHAMBERS WESTGARTH LAWYERS, GOVERNOR PHILLIP TOWER, 1 FARRER PLACE, SYDNEY 2000, (02) 9210 6500. Reference: J Falvey 9024392
(D) APPLICANT	JACKSONS LANDING DEVELOPMENT PTY LIMITED IN ITS CAPACITY AS REGISTERED PROPRIETOR OF EACH OF THE DOMINANT TENEMENTS.	

(E) **CANCELLATION** Section 47(6A) Real Property Act 1900

The applicant, being the registered proprietor of the dominant tenement, applies to have the recording of the easement referred to above cancelled as regards the folio(s) of the Register specified above, and annexes hereto (marked B) the consent of any registered lessee, mortgagee or chargee.

EXTINGUISHMENT Section 89(8) Conveyancing Act 1919 NOT APPLICABLE

The applicant applies to have all necessary recordings made in the Register to give effect to the order of the Supreme Court dated NOT APPLICABLE (an office copy of which is annexed hereto and marked N.A.) CLICK & PICK extinguishing the easement referred to above.

DATE 2 July 2007

(F) I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

Signature of witness:

Signature of attorney:

Name of witness:

Attorney's name:

Address of witness:

Signing on behalf of:

Power of attorney-Book:

-No.:

ANNEXURE A TO FORM 20ECE – CANCELLATION OR EXTINGUISHMENT OF EASEMENT:

Dominant Tenement:

- (i) Lot 36 in DP 270215
- (ii) Lot 42 in DP 270215
- (iii) Lot 43 in DP 270215
- (iv) Lot 45 in DP 270215
- (v) Lot 58 in DP 270215
- (vi) Lot 59 in DP 270215
- (vii) Lot 60 in DP 270215
- (viii) Lot 61 in DP 270215
- (ix) Lot 62 in DP 270215
- (x) Lot 64 in DP 270215
- (xi) Lot 65 in DP 270215

ANNEXURE B TO FORM 20ECE – MORTGAGEE'S CONSENT

Australian Executor Trustees Limited ACN 000 329 706 of Level 9 Corporate Trust, 80 Alfred St, Milsons Point NSW 2061 being the Mortgagee under registered Mortgage 5521195 affecting the following Dominant Tenements:

- Lot 36 in DP 270215 of the part formerly in 12/270215
- Lot 42 in DP 270215 of the part formerly in 31/270215
- Lot 43 in DP 270215 of the part formerly in 2/270215
- Lot 59 in DP 270215 of the part formerly in 15/270215 and 20/270215
- Lot 60 in DP 270215 of the part formerly in 15/270215, 16/270215 and 20/270215
- Lot 61 in DP 270215 of the part formerly in 15/270215 and 20/270215
- Lot 62 in DP 270215 of the part formerly in 8/270215 and 20/270215
- Lot 64 in DP 270215 of the part formerly in 16/270215 and 20/270215
- Lot 65 in DP 270215 of the part formerly in 16/270215 and 20/270215

(the Land)

hereby consents to the cancellation of easement DP 270215 through section 88B instrument (document 5 item 5) for support and shelter ~~(ME)~~ benefiting each of the Dominant Tenements.

(mg)

Date: 2 July 2007

Executed by

Australian Executor Trustees Limited)

by its Attorney)

under a Power of Attorney Book 4488)

No. 580 dated 16/02/06)

in the presence of:)

Rajneil Karan

Signature of Witness

RAJNEIL KARAN

Yvonne Drake
Yvonne Drake
Manager - Corporate Services

Stuart Alexander Howard

Stuart Alexander Howard.....

Signature of Attorney

Name of witness

4138910/1

[illegible]

Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

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



AM574908M

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/SP 69581

(B) LODGED BY

Document
Collection
Box

1W

Name, Address or DX, Telephone, and Customer Account Number if any

DYNAMIC PROPERTY SERVICES

DX 11643

SYDNEY DOWNTOWN

Reference: Lisa Branson Ph: 02 9267 6334

CODE

CH

- (C) The Owners-Strata Plan No. 69581 certify that a special resolution was passed on 15/6/2017
- (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. NOT APPLICABLE
Added by-law No. Special by-law no. 16
Amended by-law No. NOT APPLICABLE
as fully set out below:
See annexure

- (F) A consolidated list of by-laws affecting the above mentioned 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. 69581 was affixed on 17/7/2017 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: _____

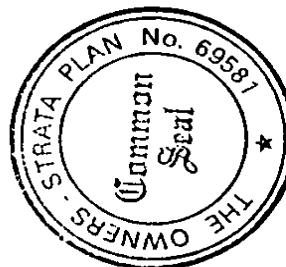
Name: Lisa Branson

Authority: Duly Authorised Officer

Signature: _____

Name: _____

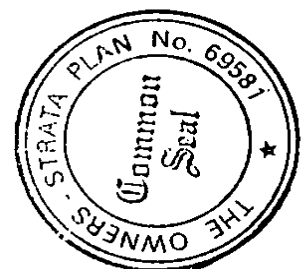
Authority: _____



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1. - Definitions and Interpretation

1.1 In these by-laws these terms (in any form) mean:

"Act" the Strata Schemes Management Act 1996;

"Architectural Standards" the meaning given to that term in the Community Management Statement;

"Building" the building constructed on the Parcel in the Strata Scheme;

"Bicycle Storage Facilities" those areas of Common Property containing bicycle racks for the storage of bicycles;

"Car Wash Bay" those areas of Common Property designated by the Owners Corporation from time to time as car wash bays;

"Clifftop" the building described as such in the location plan forming part of the Strata Plan;

"Clifftop Air Conditioning Plant" the air conditioning plant and equipment servicing Clifftop;

"Clifftop Occupiers" the Occupiers of Lots in Clifftop;

"Clifftop Owners" the Owners of Lots in Clifftop;

"Common Property" so much of the Parcel as from time to time is not comprised in any Lot;

"Community Association" is Community Association DP 270215;

"Community Management Statement" the community management statement registered with the Community Plan;

"Community Parcel" the land the subject of the Community Scheme;

"Community Plan" deposited plan 270215;

"Community Property" the meaning given to that term in the Community Management Statement;

"Community Scheme" the community scheme constituted on registration of the Community Plan;

"Community Titles Legislation" the Community Land Development Act 1989 and the Community Land Management Act 1989;

"Council" means City of Sydney Council;

"Developer" the meaning given to that term in the Community Management Statement;

"Development Activities" the meaning given to that term in the Community Management Statement;

"Development Consent" consent no.97-06-99;

"Gymnasium" the gymnasium on Common Property;

"Johns Court" the building described as such in the location plan forming part of the Strata Plan;



"Johns Court Air Conditioning Plant" the air conditioning plant and equipment servicing Johns Court;

"Johns Court Lift" the lift servicing Johns Court;

"Johns Court Occupiers" the Occupiers of Lots in Johns Court;

"Johns Court Owners" the Owners of Lots in Johns Court;

"Landscape Standards" the meaning given to that term in the Community Management Statement;

"Lot" a lot (as defined in the Act) in the Strata Plan;

"Manager" the manager appointed under the agreement disclosed in by-law 12;

"McCafferys Tower" the building described as such in the location plan forming part of the Strata Plan;

"McCafferys Tower Air Conditioning Plant" the air conditioning plant and equipment servicing McCafferys Tower,

"McCafferys Tower Lift" the lift servicing McCafferys Tower,

"McCafferys Tower Occupiers" the Occupiers of Lots in McCafferys Tower,

"McCafferys Tower Owners" the Owners of Lots in McCafferys Tower,

"McCafferys Recreational Facilities" the recreational facilities on Common Property including a Swimming Pool, Gymnasium and Bicycle Storage Facilities;

"Occupier" any person in lawful occupation of a Lot;

"Owner":

(a) except as provided in paragraph (b), a person for the time being recorded in the register as entitled to an estate in fee simple in that Lot;
Or

(b) a person whose name has been entered on the strata roll as an Owner of a Lot in accordance with s 98 of the Act;

"Owners Corporation" the owners corporation for the Strata Scheme;

"Parcel" the land comprised in the Strata Plan;

"Permitted Person" a person on the Parcel with the express or implied consent of the Owners Corporation or an Owner or Occupier,

"Residential Development" the use of land for any form of housing, other than housing leased on a short-term basis subject to the Residential Tenancies Act 1987, but does not include the use of land for a hotel, a hostel, an apartment hotel (being a building consisting of suites of rooms rented or hired out without being leased on a short-term basis), a boutique hotel, serviced apartments, backpacker accommodation, a motel or the like as defined in Sydney Regional Environmental Plan No. 26 - City West.

"Residential Lot" a Lot approved for Residential Development;

"Security Key" the meaning given to that term in the Community Management Statement;

A

"Strata Plan" the strata plan registered with these by-laws;

"Strata Scheme" the strata scheme constituted on registration of the Strata Plan;

"Swimming Pool" the swimming pool, spa and sauna which is on Common Property;

"Vehicle" the meaning given to that term in the Community Management Statement; and

"Visitor Car Parking" those areas of Common Property designated from time to time by the Owners Corporation as car spaces for parking of Vehicles by visitors to the Strata Scheme.

Interpretation

1.2 A word appearing and not defined in these by-laws but defined in the Act has the meaning under the Act.

1.3 In these by-laws unless the contrary intention appears a reference to:

(a) the singular includes the plural and vice versa;

(b) any gender includes all other genders;

(c) a person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa; and

(d) this instrument includes any variation or replacement of it.

1.4 If the whole or any part of a provision of these by-laws is invalid or unenforceable, the validity or enforceability of the remaining by-laws is not affected.

1.5 Headings are inserted for convenience of reference only and must be ignored in the interpretation of these by-laws.

1.6 The word "includes" in any form is not a word of limitation.

2. - Common Property

Damage to Lawns and Plants

2.1 Except with the prior written approval of the Owners Corporation, an Owner or Occupier must not:

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property; or

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

Damage to Buildings

2.2 Except with the prior written approval of the Owners Corporation, an Owner or Occupier 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.

2.3 An approval given by the Owners Corporation under this by-law cannot authorise any additions to the Common Property.

Depositing Rubbish and Other Material

2.4 Except with the prior written approval of the Owners Corporation an Owner or Occupier must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item.

3. - Cleaning

Windows and Doors

3.1 An Owner or Occupier must keep clean all exterior surface of glass in windows and doors on the boundary of the Lot, including so much as is Common Property, unless:

- (a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
- (b) that glass or part of the glass cannot be accessed by the Owner or Occupier safely or at all.

Balconies and Gardens

3.2 An Owner or Occupier must keep all internal gardens and balconies clean, tidy and well maintained.

3.3 If there are planter boxes on or within a balcony of a Lot, an Owner or Occupier must:

- (a) properly maintain the soil in the planter boxes; and
- (b) when watering the plants or soil make sure that water does not go on to Common Property or another Lot.

4. - Moving Furniture and Other Objects On or Through Buildings

Notice

4.1 An Owner or Occupier must not transport any furniture or large object through or on Common Property unless sufficient notice has first been given to the Owners Corporation so as to enable the Owners Corporation to arrange for its nominee to be present at the time when the Owner or Occupier does so.

Owners Corporation may resolve

4.2 An Owners Corporation may resolve that furniture or large objects are to be transported through or on the Common Property (whether in the Building or not) in a specified manner.

Resolution

4.3 If the Owners Corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an Owner or Occupier must not transport any furniture or large object through or on Common Property except in accordance with that resolution.

5. - Floor Coverings

An Owner must ensure that all floor space within the owner's Lot is covered or otherwise treated to an extent sufficient to prevent transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.

5.2 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

5.3 Without limiting the requirements of this by-law, if an Owner wishes to install a floor finish other than carpet within a 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.

7

5.4 Except where an Owner is replacing a floor finish with carpet laid over heavy duty underlay, an Owner must obtain the consent of the Owners Corporation before changing or altering the floor finish within a Lot. The Owners Corporation 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 5.5 has been provided.

5.5 An application For consent by an Owner under clause 5.4 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 impact noise following installation. The report must state that the proposed floor finish alter installation in the Lot is not likely to breach clause 5.1 and will comply with clause 5.3.

5.5.1 In addition to clause 5.5 the lot owner is to pay a bond prior to the commencement of works of an amount determined by the executive committee from time to time.

5.6 Following installation in a Lot of a floor finish other than carpet, the Owner of the lot must provide the Owners Corporation with a certificate from the qualified acoustic engineer (who originated the design) at the cost of the owner of the Lot. 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 5.5. If such certificate is not provided to the Owners Corporation within one month of installation, the Owners Corporation has the right to require the new floor finish to be replaced with carpet laid over heavy duty underlay at the cost of the owner.

5.7 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 engineer's certificate is due in whole or in part to the inability of the acoustic engineer to gain access to the Lot or Lots below or adjacent to the Lot in which the new floor finish is laid for the purpose of conducting acoustic testing.

5.8 An Owner that is 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.

5.9 For the avoidance of doubt, references in this by-law to any action by or in respect of the Owners Corporation include any such action by or in respect of the executive committee of the Owners Corporation.

6. - Garbage Disposal

6.1 This by-law is subject to the provisions of the Community Management Statement.

6.2 The Strata Scheme has shared receptacles for garbage, recyclable material or waste and an Owner or Occupier:

(a) must ensure that before refuse, recyclable material or waste are placed in the receptacles it is, in the case of refuse, 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 or Occupier may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

7. - Change in Use of Lot to be Notified

7.1 An Occupier 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).

7.2 If the change of use results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation that increase in premium within 7 days of notification in writing by the Owners Corporation.

8. - Provision of Amenities or Services

8.1 The Owners Corporation may by resolution determine to enter into arrangements for the provision of amenities or services to one or more of the Lots, or to the Owners or Occupiers including:

- (a) window cleaning;
- (b) garbage disposal and recycling services;
- (c) electricity, water or gas supply;
- (d) telecommunication services; and
- (e) security services.

8.2 If the Owners Corporation makes a resolution referred to in this by-law to provide an amenity or service to a Lot or to an Owner or Occupier, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

9. - Community Management Statement

Effect on the Strata Scheme

9.1 The Community Management Statement contains by-laws which affect the Strata Scheme including:

- (a) rights and obligations of Owners and Occupiers;
- (b) rights and obligations of the Community Association and the Owners Corporation;
- (c) the keeping of animals;
- (d) behaviour on Community Property and Common Property;
- (e) garbage collection;
- (f) carrying out building works; and
- (g) security.

Comply

9.2 An Owner or Occupier must comply with the Community Management Statement.

Breach

9.3 A breach of the by-laws contained in the Community Management Statement amounts to a breach of these by-laws.

9.4 Nothing in these by-laws allows an Owner or Occupier to do something which is prohibited or regulated by the Community Management Statement.

10. - Architectural Standards and Landscape Standards

Who may prescribe

10.1 Under the Community Management Statement:

(a) the Community Association may prescribe Architectural Standards and Landscape Standards in relation to the Community Scheme; and

(b) the Owners Corporation may prescribe Architectural Standards and Landscape Standards in relation to the Strata Scheme.

Bound

10.2 An Owner or Occupier must comply with any Architectural Standards and Landscape Standards in force.

11. - Use of the McCafferys Recreational Facilities

11.1 A Permitted Person may use the McCafferys Recreational Facilities.

An absentee landlord (Owners who rent their apartments) must not use and will not be permitted access McCafferys Recreational facilities.

Swimming Pool

11.2 The following terms and conditions apply to use of the Swimming Pool:

(a) the Swimming Pool may only be used between the hours of 7.00 am and 9.00 pm or other hours nominated from time to time by the Owners Corporation;

(b) children under the age of 15 years of age may use the Swimming Pool only if accompanied and supervised by an adult;

(c) glass objects, drinking glasses, food and sharp objects are not permitted in the Swimming Pool;

(d) running, ball playing, noisy or hazardous activities are not permitted in the Swimming Pool; and

(e) Swimming Pool equipment must not, except with the approval of the Owners Corporation, be interfered with, operated or adjusted.

Gymnasium

11.3 The following terms and conditions apply to the use of the Gymnasium:

(a) the Gymnasium may only be used between the hours of 6.00am and 10.00pm or other hours nominated from time to time by the Owners Corporation;

(b) children under the age of 15 years may use the Gymnasium only if accompanied and supervised by an adult;

(c) all users must be appropriately attired and wear shoes; and

(d) all users must carry a towel.

11.4 A Permitted Person must comply with any rules the Community Association or the Owners Corporation as the case may be makes about use of the McCafferys Recreational Facilities.

Storage of Bicycles

11.5 An Owner or Occupier must not:

(a) permit any bicycle to be stored in the Common Property other than the Bicycle Storage Facilities; and

(b) permit any bicycle to be brought into any part of the Common Property including the foyer, stairwells, hallways, garden areas, walkways, balcony or other parts of the Common Property as may be designated by the Owners Corporation from time to time.

12. - Agreement with a Manager

Owners Corporation may enter

12.1 The Owners Corporation may determine to enter into an agreement with third parties to provide services to the Owners Corporation to assist the Owners Corporation with its duties to control, manage, operate, maintain and replace Common Property that the Community Association is not responsible for. The effect of this agreement is disclosed in this by-law.

Parties

12.2 The parties to the agreement will be:

(a) the Owners Corporation; and

(b) Jacksons Landing Estate Management Pty Limited ACN 091 590 279 as Manager.

Term

12.3 The period of the agreement may be for a period of up to 5 years with 4 options each of 5 years.

Duties

12.4 The duties of the Manager may include:

(a) the maintenance and replacement of the Common Property that the Community Association is not responsible for;

(b) the control and supervision of the Common Property other than the Community Association is not responsible for;

(c) the provision of services to the Owners Corporation or the Owners and Occupiers of Lots; and

(d) anything else that the Manager indicates is necessary for the Common Property that the Community Association is not responsible for.

Remuneration

12.5 The Manager's remuneration, for the first year of the agreement will be \$16,364.00 (excluding GST).

12.6 During the subsequent years of the agreement, the manager's remuneration is an amount equivalent to 15% of the amount representing the actual cost of carrying out the duties set out in the agreement.

Costs for carrying out duties

12.7 Any remuneration payable to the Manager is exclusive of the cost to the manager of carrying out or procuring the carrying out of the services set out in the agreement.

12.8 Any costs incurred by the Manager in carrying out or procuring the carrying out of the services set out in the agreement are payable by the Owners Corporation.

Assignment

12.9 The Manager has the right at any time to assign its rights under the agreement to a respectable and responsible assignee.

Termination

12.10 The agreement may be terminated by the Owners Corporation if the Manager:

- (a) assigns its interest in the agreement in breach of the assignment provisions;
- (b) fails or neglects to carry out its duties after 21 days notice of same from the owners corporation;
- (c) is guilty of gross misconduct or gross negligence in performance of its duties; or
- (d) enters into liquidation.

12.11 The Manager may terminate the agreement at any time on giving 3 months notice.

13. - Developer's Rights

Restricted Use Rights

13.1 To enable the Developer to carry out Development Activities on the Community Parcel, the Owners Corporation grants the Developer restricted use rights in accordance with clause 54 of the Community Land Management Act 1989 over the Common Property on the terms of this by-law.

End of Restricted Use Rights

13.2 Restricted use of the Common Property ceases when the Developer serves a notice on the Owners Corporation informing the Owners Corporation that the Development Activities requiring the use of Common Property have been completed.

13.3 Despite by-law 13.2, restricted use of the Common Property ceases when the Developer is no longer the registered proprietor of any community development lot.

Developer's Obligations

13.4 The Developer must:

- (a) repair any damage to the Common Property as soon as practicable after the damage occurs; and
- (b) keep interference with the use of the Common Property by the Owners and Occupiers to a minimum so far as is consistent with the Development Activities.

Levies

13.5 There are no matters relating to the determination, imposition and collection of levies arising with respect to the rights under this by-law 13.

14. - Security Keys

14.1 The Owners Corporation may restrict access to the Building or parts of the Building by means of Security Keys.

14.2 The Owners Corporation must make Security Keys available to:

- (a) Owners;
- (b) persons authorised by the Owners Corporation; and
- (c) owners and occupiers of the Tablet House Lot.

14.3 The Security Keys provided to persons under clause 14.2(c) need only provide access to the parts of the Building which those persons are entitled to access.

14.4 The Owners Corporation may charge a reasonable fee for a Security Key required by an Owner of a Lot.

14.5 An Owner of a Lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier of a Lot and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Owner or the Owners Corporation.

14.6 A person to whom a Security Key is made available must:

- (a) not duplicate or copy the Security Key;
- (b) immediately notify the Owners Corporation if the Security Key is lost, stolen or misplaced;
- (c) when requested by the Owners Corporation, immediately return the Security Key to the Owners Corporation; and
- (d) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

15.- Car Spaces

Use

15.1 An Owner or Occupier of a Lot must not use that part of a Lot designated for use as a car space for any other purpose without the prior written consent of the Owners Corporation.

Alterations or Fixtures

15.2 An Owner or Occupier must not attach any fixture including a door or cage or other like to a car space without the prior written consent of the Owners Corporation.

15.3 If an Owner or Occupier applies to the Owners Corporation for consent under By-law 15.2, that Owner or Occupier must satisfy the Owners Corporation that the erection of a fixture to a car space will not inhibit use of a car space by an adjoining Owner or Occupier.

16. - Car Wash Bay

The following terms and conditions apply to the use of the Car Wash Bays:

- (a) the Car Wash Bays may only be used between the hours of 9.00 am and 5.00 pm or other hours as nominated from time to time by the Owners Corporation;
- (b) the Car Wash Bays may only be used for the purpose of washing cars and boats; and
- (c) any other rules made by the Owners Corporation in relation to the use of the Car Wash Bays.

17. - Building Works

Notice to Owners Corporation

17.1 An Owner must not alter the structure of a Lot without giving to the Owners Corporation at least 14 days written notice.

17.2 The notice under clause 17.1 must describe the proposed alterations in sufficient detail for the Owners Corporation to ascertain:

- (a) the estimated time period for the carrying out of the proposed alterations;
- (b) the nature and extent of the proposed alterations;
- (c) whether any Common Property will be affected; and
- (d) whether the consent of the Community Association is required in accordance with the provisions of the Community Management Statement.

18. - Visitor Car Parking

18.1 An Owner or Occupier of a Lot must not park a Vehicle in Visitor Car Parking.

18.2 A Permitted Person may park a Vehicle in Visitor Car Parking for a consecutive period of up to 8 hours.

19. - Residential use

19.1 Conditions in the Development Consent require:

- (a) that the development must be for Residential Development;
- (b) all Residential Lots must be either owner occupied or occupied by a tenant under a residential lease under the Residential Tenancies Act, 1987; and
- (c) a certificate signed by the Owners Corporation certifying that all Residential Lots are either Owner occupied or are subject to residential leases under the Residential Tenancies Act, 1987 must be forwarded to Council within 12 months of the completion of the Building and every 12 months thereafter.

19.2 The Owners Corporation must provide the certification required by Council as specified in by-law 19.1(c).

19.3 An Owner or Occupier of a Residential Lot must, on written request by the Owners Corporation, provide the Owners Corporation with written notice, in the form reasonably required by Council and by the Owners Corporation, confirming compliance with the conditions of the Development Consent as they are set out in 19.1 above.

20. - Exclusive Use - McCafferys Tower Lift

20.1 The McCafferys Tower Owners and McCafferys Tower Occupiers have the exclusive use and enjoyment of the McCafferys Tower Lift.

20.2 The Owners Corporation continues to be responsible for the proper maintenance and keeping of the McCafferys Tower Lift in a state of good and serviceable repair.

20.3 The McCafferys Tower Owners are responsible for the costs incurred under by-law 20.2 (including any amount under by-law 20.4) for the McCafferys Tower Lift and must indemnify the Owners Corporation in this regard according to the relative proportions of their respective unit entitlement.

20.4 The Owners Corporation may make arrangements with third parties about performing its obligations under this by-law.

21. - Exclusive Use - McCafferys Tower Air Conditioning Plant

21.1 The McCafferys Tower Owners and the McCafferys Tower Occupiers have the exclusive use and enjoyment of the McCafferys Tower Air Conditioning Plant.

22.2 The Owners Corporation continues to be responsible for the proper maintenance and keeping of the McCafferys Tower Air Conditioning Plant in a state of good and serviceable repair.

21.3 The McCafferys Tower Owners are responsible for the costs incurred under by-law 21.2 (including any amount under bylaw 21.4) for the McCafferys Tower Air Conditioning Plant and must indemnify the Owners Corporation in this regard according to the relative proportions of their respective unit entitlement.

21.4 The Owners Corporation may make arrangements with third parties about performing its obligations under this by-law.

22. - Exclusive Use - Johns Court Lift

22.1 The Johns Court Owners and Johns Court Occupiers have the exclusive use and enjoyment of the Johns Court Lift

22.2 The Owners Corporation continues to be responsible for the proper maintenance and keeping of the Johns Court Tower Lift in a state of good and serviceable repair.

22.3 The Johns Court Tower Owners are responsible for the costs incurred under by-law 22.2 (including any amount under by-law 22.4) for the Johns Court Lift and must indemnify the Owners Corporation in this regard according to the relative proportions of their respective unit entitlement.

22.4 The Owners Corporation may make arrangements with third parties about performing its obligations under this by-law.

23. - Exclusive Use - Johns Court Air Conditioning Plant

23.1 The Johns Court Owners and the Johns Court Occupiers have the exclusive use and enjoyment of the Johns Court Air Conditioning Plant.

23.2 The Owners Corporation continues to be responsible for the proper maintenance and keeping of the Johns Court Air Conditioning Plant in a state of good and serviceable repair.

23.3 The Johns Court Owners are responsible for the costs incurred under by-law 23.2 (including any amount under by-law 23.4) for the Johns Court Air Conditioning Plant and must indemnify the Owners Corporation in this regard according to the relative proportions of their respective unit entitlement.

23.4 The Owners Corporation may make arrangements with third parties about performing its obligations under this by-law.

24. - Exclusive Use - Clifftop Air Conditioning Plant

24.1 The Clifftop Owners and the Clifftop Occupiers have the exclusive use and enjoyment of the Clifftop Air Conditioning Plant.

24.2 The Owners Corporation continues to be responsible for the proper maintenance and keeping of the Clifftop Air Conditioning Plant in a state of good and serviceable repair.

24.3 The Clifftop Owners are responsible for the costs incurred under by-law 24.2 (including any amount under bylaw 24.4) for the Clifftop Air Conditioning Plant and must indemnify the Owners Corporation in this regard according to the relative proportions of their respective unit entitlement.

24.4 The Owners Corporation may make arrangements with third parties about performing its obligations under this by-law.

Special by-law no. 1 – Alteration to part lot 72 car space

That the current owner of Lot 72 Mark Reilly ("The Owner") shall be entitled to carry out the alterations and additions ("The Work") to the lot as described in the schedule below and to the extent necessary - the Owners Corporation confers on the owner the exclusive use and enjoyment of those parts of the common property which is comprised in the work and any additions comprised in the work which will become common property subject to the following conditions:-

- (a) the owner shall be responsible for the maintenance, upkeep and - whenever necessary - renewal or replacement of those parts of the common property the subject of this by-law;
- (b) the work shall be carried out in accordance with any recommendations made by a representative of Bovis Lend Lease to ensure that the work is in keeping with the appearance of the rest of the storage spaces.
- (c) the common property of the Strata Scheme including (but without limitation) the entranceways, hallways and other such areas shall be left in a clean and tidy condition at the end of each day and shall at all times be adequately protected against any damage which may be caused by the passage of goods, materials, tools and tradesmen;
- (d) the owner shall ensure that the security of the building comprising the Strata Scheme is maintained throughout the performance of the work and that the front entrance door is not left open unless a suitably responsible person is in attendance at the entrance;
- (e) the owner shall at his expense rectify all damage of whatsoever nature caused to any part of the common property in consequence of the performance of the work or in connection therewith;
- (f) the work shall be of a style, construction, colour and texture in harmony with the appearance of the building comprised in the Strata Scheme and in particular;
 - (i) the construction of the cage must be in keeping with existing structures;
 - (ii) the cage door must be flush with the existing structural columns;
 - (iii) provide for the same clearance from the ceiling as the existing cage structure upon lot 72
- (g) the rights granted by this by law shall ensure only during the ownership of lot 72 by owner. Prior to the sale or transfer of lot 72 by the owner (or his executors or administrators) the work must be removed and the common property reinstated by the owner to its former state and condition and the exclusive use conferred under this by-law will end.
- (h) if the work has not been removed and the common property reinstated in accordance with paragraph (h) of this by law prior to the sale of lot 72 then the work must be removed and the common property reinstated by the successor in title to the owner at that successor's expense to its former state and condition.

and the owner (and if the owner has not been removed and the common property reinstated - then a successor in title) shall at all times keep the Owners Corporation fully indemnified in respect of any damage, losses, liabilities, costs, charges and expenses whatsoever arising from the performance or removal of the work.

Schedule

The enclosure by wire cage and cage doors and the exclusive use of that part of the common properly adjacent to the storeroom forming part of lot 72 in the location upon the plan which has been exhibited to the meeting at which this by law is resolved and which have been placed with the minutes.

Special by-law no. 2 – Air conditioners

A. DEFINITIONS

i) in this by-law, the following terms are defined to mean:

"Works" means the alterations and additions undertaken by an Owner to install an air-conditioning unit to their lot and so much of the adjoining common property as is necessary (including all ancillary structures).

"Owner" means each of the owners of strata plan no. 69581

ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed under that Act.

B. SCOPE OF BY-LAW

An Owner must not undertake the Works except in accordance with this by-law

C. CONDITIONS

Specifications

iv) The Works must

a) be of a style, type and to the specifications as decided by the executive committee from time to time

b) be contained within the boundaries of the Owner's lot

c) when exposed to common view be screened in a manner approved by the Executive Committee

Maintenance

v) Owners must properly maintain and keep the common property to which their Works are erected or attached in a state of good and serviceable repair.

vi) Owners must properly maintain and keep their Works in a state of good and serviceable repair and must replace their Works as required from time to time.

Documentation

vii) Before commencing the Works an Owner must submit to the Owners Corporation the following documents relating to the Works:

a) specifications; and

b) any other document reasonably required by the Owners Corporation.

Approvals

viii) Before commencing the Works an Owner must

a) obtain the written approval to undertake the Works from the executive committee

b) provide copies to the Executive Committee of any necessary approvals from any authority having jurisdiction over the works and

c) on completion provide copies of all certification that is necessary in regard to the works

Performance of Works

ix) In performing the Works, an Owner must:

a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;

b) protect all areas of the scheme outside their lot from damage by the Works or the transportation of construction materials, equipment, debris;

c) keep all areas of the building outside their lot clean and tidy throughout the performance of the Works;

d) only perform the Works at the times approved by the Owners Corporation;

e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;

f) remove all debris resulting from the Works immediately from the building; and

g) comply with any by-laws and any relevant statutory authority concerning the performance of the Works.

Liability

x) Owners will be liable for any damage caused to any part of the common property as a result of the installation, erection or attachment of their Works to the common property and will make good that damage immediately after it has occurred.

Indemnity

xi) Owners must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, maintenance or replacement of their Works on the common property including liability under section 65(6) in respect of any property of the Owner.

Cost of Works

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

Licensed Contractor

xiii) The Works shall be done:

a) in a proper and workmanlike manner and by duly licensed contractors; and

b) in accordance with the drawings and specifications (if any) approved by the local council and Owners Corporation.

Owners Fixtures

xiv) The Works shall remain the Owner's fixtures.

Right to Remedy Default

xv) If an Owner fails to comply with any obligation under this by-law, THEN the Owners Corporation may:

- a) carry out all work necessary to perform that obligation;
- b) enter upon any part of the parcel to carry out that work; and
- c) recover the costs of carrying out that work from the defaulting Owner.

Special by-law no. 3 – Power to install additional security system

A Definitions:

i) In this by-law:

"Owners" means an owner or occupier of a lot in strata scheme 69581.

"Additional Security System" means security cameras and equipment (including all cabling, monitors and ancillary equipment) in addition to the Existing Security System and installed in so much of the common property as is necessary (including all ancillary structures) to provide security for all Owners as depicted on the plans and drawings attached to the minutes of the meeting at which this by law is made.

"Existing Security System" means security cameras and equipment (including all cabling, monitors and ancillary equipment) installed in the common property to provide security for all Owners as at the date of the making of this by-law.

ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed under that Act.

B Powers & Duties

iii) The owners corporation shall have the following additional powers, authorities, duties and functions:

- a) the power to install the Additional Security System in the common property;
- b) the power to enter into arrangements with third parties from time to time for the purchase, installation, repair and replacement of the Additional Security System (or any part of it);
- c) the duty to keep the Additional Security System installed pursuant to this by-law in good and serviceable repair;
- d) the power to replace the Additional Security System (or any part of it) from time to time as determined by the owners corporation;
- e) the power to provide Owners, on terms and conditions determined by the owners corporation from time to time, any devices or information required to operate the Additional Security System; and
- f) the power to enter onto any part of the parcel to carry out its duties and functions under this by-law.

Special by-law no. 4 – Lots 98 and 107 – Windscreen work on balconies

Rights

The Owner will have a special privilege to carry out the Windscreen Works and to keep the Windscreen Works to and on the common property, subject to the following conditions.*

Conditions

1. Before commencing the Windscreen Works, the relevant Owner must provide the Required Documents, obtain Approval and Insure.
2. While carrying out the Windscreen Works, the relevant Owner must comply with the Works Requirements.
3. After completing the Windscreen Works, the relevant Owner must Submit, Certify and maintain.
4. At all times, the Owner must Indemnify and accept Liability and acknowledge that if the relevant Owner fails to comply with any obligation under this by-law, THEN the owners corporation may take steps to Remedy.

* See explanatory notes

Explanatory Notes

These notes form part of this by-law.

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

In this by-law, except when the context otherwise requires:

- (a) the singular includes the plural and vice versa.
- (b) words implying any gender encompass all genders, and
- (c) references to any statutory rule or regulation include any variation re-enactment or replacement of that statutory rule or regulation.

Owners means the registered owners of lot 98 and lot 107 in the strata scheme.

Windscreens Works means the additions and alterations undertaken by the Owners (at the relevant Owners' cost and to remain the Owners' fixtures) to lot 98 and lot 107 respectively and that part of the common property (including all ancillary structures) affected by the work as described in, and in accordance with:

- Drawing No. SK1.000, SK1.001, SK1.002, SK2.001, SK2.002 and SK 2.003 prepared by Daryl Jackson Robin Dyke Pty Ltd dated 28 June 2004;
- letter from Daryl Jackson Robin Dyke Pty Ltd dated 20 July 2004; and
- letter from Windtech Consultants Pty Ltd dated 20 February 2004.

Copies of which are attached to the minutes of the meeting at which this by-law is made.

Condition 1 – Before commencing Windscreen Works

Required Documents means the plans, drawings, diagrams, approvals and any other documents reasonably required by the owners corporation and relevant to the Windscreen Works which the Owner must submit to the owners corporation.

Approval means approvals the Owner must obtain for the Windscreen Works from all relevant statutory authorities and an engineer nominated by the owners corporation (if considered necessary by the owners corporation).

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Insure means the Owner must ensure that any party carrying out the Windscreen Works effects and maintains contractors all works insurance, insurance required under the Home Building Act 1989 (if applicable), workers compensation insurance and public liability insurance in the amount of \$10,000,000 and provides certificates of currency evidencing the insurance on request by the owners corporation.

Condition 2 – While carrying out Windscreen Works

Works Requirements means the following requirements (and any other requirements determined by the owners corporation with respect to carrying out the Windscreen Works from time to time) which the owner must comply with (at their cost) when carrying out the windscreen works.

The Owner must:

- transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the owners corporation,
- protect all affected areas of the building outside their lots from damage by the Windscreen Works or the transportation of construction materials, equipment, debris,
- keep all affected areas of the building outside their lots clean and tidy throughout the performance of the Windscreen Works,
- only perform the Windscreen Works at the times approved by the owners corporation,
- not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building,
- remove all debris resulting from the Windscreen Works immediately from the building, and
- comply with the requirements of the owners corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Windscreen Works.

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

- in a proper and workmanlike manner and by duly licensed and insured contractors; and
- in accordance with the drawings and specifications approved by the local council (if applicable) and the owners corporation.

Condition 3 – After carrying out Windscreen Works

Submit means the Owner must submit Windscreen Works (including but not limited to Windscreen Works) relating to the completed Windscreen Works reasonably required by the owners corporation to be provided to the owners corporation by the Owner after completing the Windscreen Works.

Certify means the Owner must obtain certification for the Windscreen Works from the engineer nominated by the owners corporation (if considered necessary by the owners corporation).
Maintain means the Owner must properly maintain and keep the Windscreen Works and common property to which the Windscreen Works are erected or attached in a state of good and serviceable repair and/or replace the Windscreen Works or any part of them if considered necessary by the owners corporation.

Condition 4 – At all times

Indemnify means the relevant 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 Windscreen Works on the common property and/or for all costs of considering and making this by-law or obtaining certification of the Windscreen Works incurred by the owners corporation (including legal costs) and will pay those amounts to the owners corporation upon request.

Liability means the Owner's liability for any damage caused to any part of the common property as a result of the erection, attachment, removal or replacement of the Windscreen Works to the common property and the responsibility to make good that damage immediately after it has occurred.

Remedy means the owners corporation's right to:

- carry out all work necessary to perform that obligation,
- enter upon any part of the parcel to carry out that work, and
- recover the costs of carrying out that work from the relevant Owner as a debt (and include reference of that debt on levy notices and any other levy reports or information) and the relevant Owner acknowledges that any debt for which the Owner is liable under this by-law, is due and payable on written demand or at the direction of the owners corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

Special by-law no. 5 – Alteration to part lot 43 storage cage

That the current owner of Lot 43 Peter & Helen Devoy ("The Owner") shall be entitled to carry out the alterations and additions ("The Work") to the lot as described in the schedule below and to the extent necessary – the Owners Corporation confers on the owner the exclusive use and enjoyment of those parts of the common property which is comprised in the work and any additions comprised in the work which will become common property subject to the following conditions:-

(a) the owner shall be responsible for the maintenance, upkeep and – whenever necessary – renewal or replacement of those parts of the common property the subject of this by-law;

(b) the work shall be carried out in accordance with any recommendations made by a representative of Bovis Lend Lease to ensure that the work is in keeping with the appearance of the rest of the storage spaces.

(c) the common property of the Strata Scheme including (but without limitation) the entranceways, hallways and other such areas shall be left in a clean and tidy condition at the end of each day and shall at all times be adequately protected against any damage which may be caused by the passage of goods, materials, tools and tradesmen;

(d) the owner shall ensure that the security of the building comprising the Strata Scheme is maintained throughout the performance of the work and that the front entrance door is not left open unless a suitably responsible person is in attendance at the entrance;

(e) the owner shall at his expense rectify all damage of whatsoever nature caused to any part of the common property in consequence of the performance of the work or in connection therewith;

(f) the work shall be of a style, construction, colour and texture in harmony with the appearance of the building comprised in the Strata Scheme and in particular,

(i) the construction of the cage must be in keeping with existing structures;

(ii) the cage door must be within the common area between the cage at lot 43 and the cage at lot 40 and in no way can obstruct the movement between cage lot 40 or any other adjacent cage lot.

(iii) provide for the same clearance from the ceiling as the existing cage structure upon lot 43.

(g) the rights granted by this by law shall ensure only during the ownership of lot 43 by the owner. Prior to the sale or transfer of lot 43 by the owner (or his executors or administrators) the work must be removed and the common property reinstated by the owner to its former state and condition and the exclusive use conferred under this by-law will end.

(h) if the work has not been removed and the common property reinstated in accordance with paragraph (g) of this by law prior to the sale of lot 43 then the work must be removed and the common property reinstated by the successor in title to the owner at that successor's expense to its former state and condition

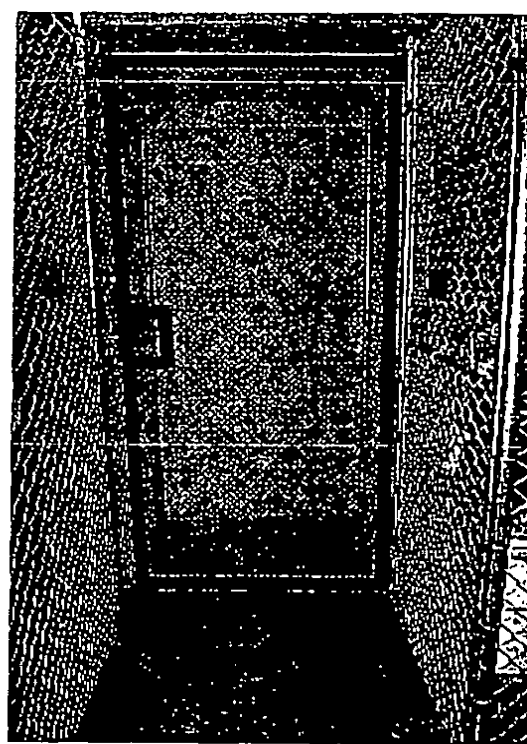
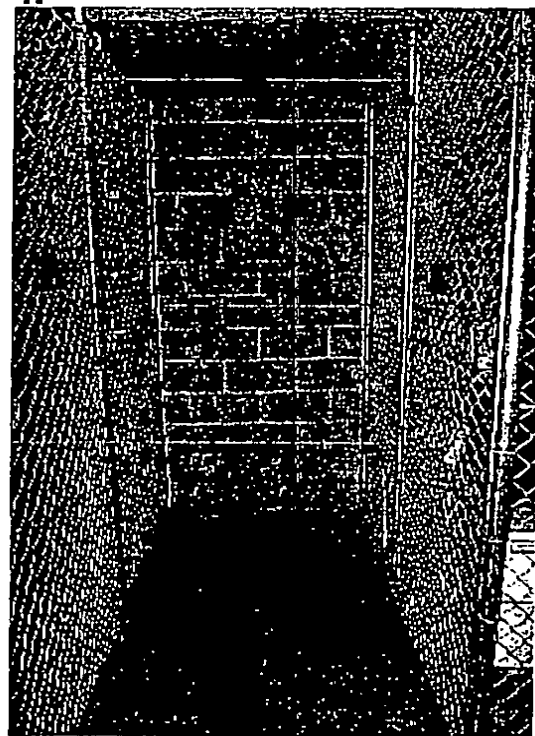
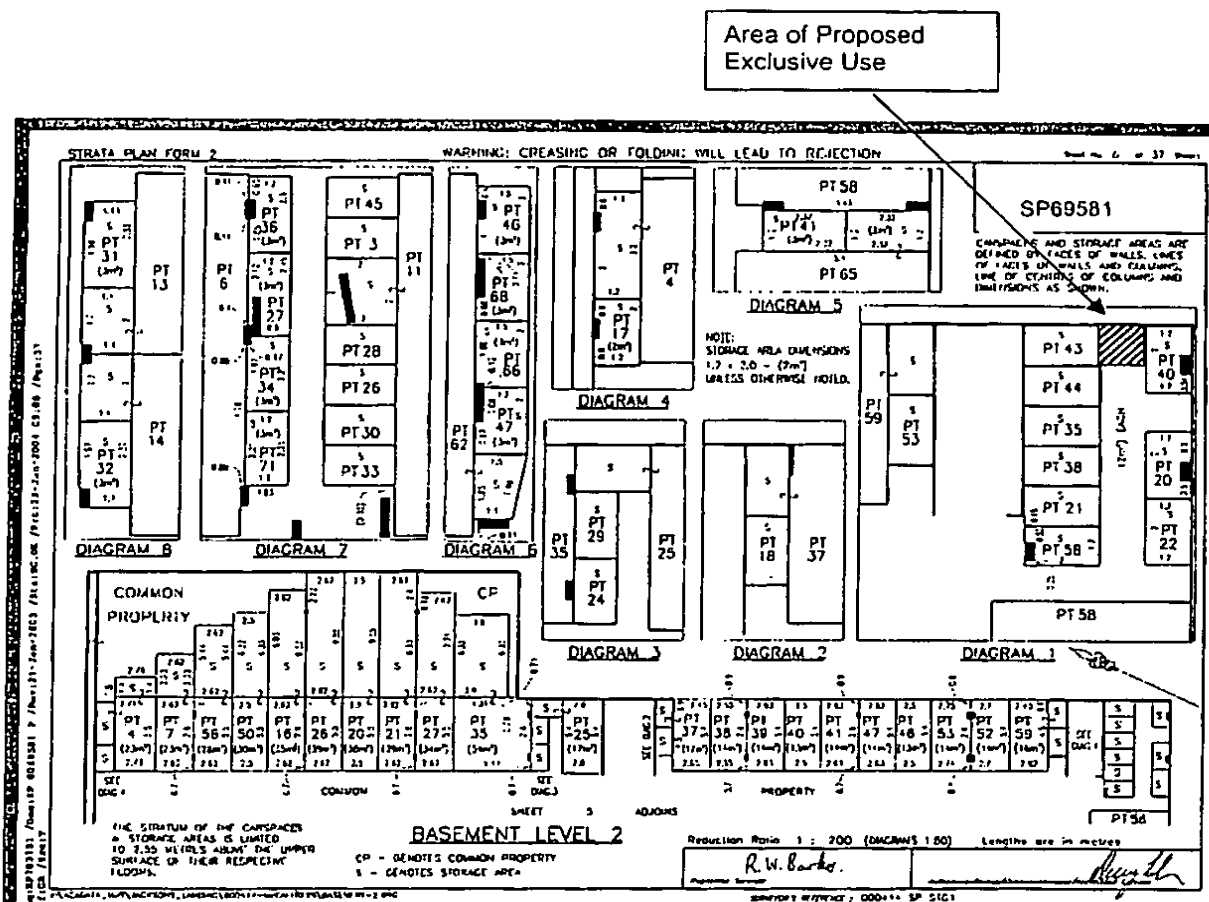
and the owner (and if the owner has not been removed and the common property reinstated - then a successor in title) shall at all times keep the Owners Corporation fully indemnified in respect of any damage losses liabilities costs charges and expenses whatsoever arising from the performance or removal of the work.

Schedule

The enclosure by wire cage and cage door and the exclusive use of that part of the common property adjacent to the storeroom forming part of lot 43 in the location upon the plan which has been exhibited to the meeting at which this by law is resolved and which have been placed with the minutes (Annexure Referring to Exclusive Use By Law Lot 43

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Annexure Referring to Exclusive Use By Law



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Special by-law no. 6 - Unassigned number

Special by-law no. 7 –Lot 159 Gas heating rights

1. This Owner under this by-law is the owner or owners of lot 159
2. The Owner has the Exclusive Use Rights and the Special Privileges, subject to the following conditions and owners corporation's rights.
3. The Exclusive Use Rights are the right to exclusively occupy and use the common property occupied by the works.
4. Special Privileges are the following rights-
 - a. the right to carry out the works (which include alterations and additions) on the common property described in the following documents which are attached to the minutes of the meeting at which this by-law is made –
 - i. plan titled "Diagram of Proposed Gas Fire Place, Stables 2- Front Elevation of Stables Number 2", and
 - ii. document titled "Proposal to Install Gas Heating to Stables Number 2" dated 24 July 2008.
 - b. the right to carry out the works, and
 - c. the right to keep the works on the common property.

Conditions

5. Before commencing the works under this by-law, the Owner must provide the Required Documents, obtain Approval and Insure.
6. The Required Documents means any plans, drawings, diagrams, and approvals reasonably required by the owners corporation and relevant to the works which the owners corporation may require the Owner to submit to the owners corporation.
7. Approval means the approvals the Owner must obtain for the works, from all relevant statutory authorities and from an engineer nominated by the owners corporation (if considered necessary by the owners corporation).
8. To insure means the Owner must effect and maintain contractors all works insurance, insurance required under the Home Building Act 1989 (if applicable), workers compensation insurance and public liability insurance in the amount of \$10,000,000 in the joint names of the Owner and owners corporation covering the works.
9. The Owner must do the following things (and ensure others also do the following) when performing the works –
 - a. perform the works in accordance with the drawings and specifications approved by the local council (if applicable) and the owners corporation,
 - b. perform the works in a proper and workmanlike manner,
 - c. use duly licensed contractors,
 - d. only perform the works at the times approved by the owners corporation,
 - e. protect all affected areas of the building outside their lot from damage by the works or the transportation of construction materials, equipment, debris,

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- f. transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the owners corporation,
 - g. keep all affected areas of the building outside their lot clean and tidy throughout the performance of the works,
 - h. remove all debris resulting from the works immediately from the building, and
 - i. not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building, and
 - j. 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.
10. After completing the works, the Owner must obtain certification for the works from the engineer nominated by the owners corporation (if considered necessary by the owners corporation).
11. 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 and/or replace the works if considered necessary by the owners corporation
12. At all times, the Owner must indemnify the owners corporation against any loss or damage and accepts Liability.
13. Indemnify means 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.
14. Accepting Liability means the Owner's liability 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.

Owners corporation's rights

15. The Owner acknowledges that if the Owner fails to comply with any obligation under this by-law, THEN the owners corporation may take steps to remedy that failure or non-compliance and in doing so the owners corporation has the right to:
- a. carry out all work necessary to perform that obligation,
 - b. enter upon any part of the parcel to carry out that work, and
 - c. recover the costs of carrying out that work from the Owner as a debt (and include reference of that debt on levy notices and any other levy reports or information) and the Owner acknowledges that any debt for which the Owner is liable under this by-law, is due and payable on written demand or at the direction of the owners corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

Explanatory Notes

These notes form part of this by-law.

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

In this by-law, except when the context otherwise requires:

- The singular includes the plural and vice versa,
- Words implying and gender encompass all genders and
- Reference to any statutory rule or regulation include any variation re-enactment or replacement of that statutory rule or regulation.

Special by-law no. 8 – Roof insulation

PART 1

GRANT OF RIGHT

Notwithstanding anything contained in the by-laws which apply to the Strata Scheme, an Owner has the right to carry out the Works at its own cost subject to part 3 of this by-law.

PART 2

DEFINITIONS & INTERPRETATION

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

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

"**Authority**" means any government, semi-government, statutory, public, private or other authority having any jurisdiction over the Building or the Lot including the Council.

"**Building**" means the building situated at McCafferys Hill 21 Cadigal Avenue, Pyrmont NSW 2009.

"**Council**" means Council of the City of Sydney.

"**Essential Work**" means any essential maintenance, repair, replacement, upgrading, or emergency works that the Owners Corporation is required to do under section 65(1) of the Act or any other law to any part of the common property roof or other structures or services including within a lot.

"**Insurance**" means:

- (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
- (ii) insurance required under the Home Building Act, 1989, (if any); and
- (iii) worker's compensation insurance.

"**Lot**" means any lot in strata plan no. 69581 which is a townhouse.

"**Owner**" means the owner of the Lot

"**Owners Corporation**" means the owners corporation created by the registration of strata plan no. 69581.

"**Strata Scheme**" means the strata scheme relating to strata plan no. 69581.

"**Works**" means the works to the Lot and the common property for and in connection with the installation of roof insulation to the common property roof area above the ceiling of the Lot which services the Lot.

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

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in this by-law will have the same meaning as those defined in the Act; and
- (d) references to legislation include references to amending and replacing legislation; and
- (e) reference to the Owner in this by-law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees.
- (f) references to any works under this by-law include, other ancillary equipment, appurtenance and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment, appurtenance and fitting.

2.3 Despite anything contained in this by-law, if any provision or part of a provision in this by-law whether held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

2.4 If there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency unless that inconsistency is with the Community Management Statement in which event the provisions of the Community Management Statement shall prevail.

PART 3 CONDITIONS

PART 3.1 Before commencement

3.1.1 Before commencement of the Works an Owner must:

- (a) obtain the approval of the location, type and size of the works from the Owners Corporation, such approval to consider the conditions and restrictions of this by-law and not to be unreasonably withheld;
- (b) provide to the Owners Corporation:
 - (i) a new by-law under the Act, to amend the definition of "Lot"; and
 - (ii) its written consent to the applicability of this by-law to their Works including the requirement under this by-law that the owner is to be responsible for the ongoing repair and maintenance of the works;

such by-law and consent to be prepared substantially in terms of the documents set out in Annexure A and B and to be considered at a general meeting of the Owners Corporation.

- (c) provide to the Owners Corporation if required, copies of plans and diagrams of the Works including specifications for their installation;
- (d) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (e) effect and maintain insurance and provide a copy to the Owners Corporation; and

(f) provide the Owners Corporations nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation.

3.1.2 All Works so installed must be compliant with any specifications set down by the Owners Corporation from time to time in respect of the Works including:

- (a) the types of materials to be used;
- (b) the location of the Works;
- (c) the proposed method of installation; and
- (d) specifications for any rating, type, and/or size;

PART 3.2 Compliant Works

3.2 To be compliant under this by-law, the Works must:

- (a) be in keeping with the appearance and amenity of the Building in the opinion of the Owners Corporation;
- (b) be manufactured and designed to specifications for domestic use;
- (c) not interfere with or damage any fire curtains situated within the common property roof area above the ceiling in the Lot; and
- (d) be installed in the common property roof area, above the ceiling of the Lot, through the roof tiles.

PART 3.3 During installation

3.3 Whilst the Works are in progress the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the Works;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
- (c) use reasonable endeavours to cause as little disruption as possible;
- (d) perform the Works during times reasonably approved by the Owners Corporation;
- (e) perform the Works within a period of one (1) month from their commencement or such other period as reasonably approved by the Owners Corporation;
- (f) transport any construction materials, equipment and debris (if any) in the manner reasonably directed by the Owners Corporation;
- (g) protect all affected areas of the Building outside the Owner's Lot (Including common property and other Lots) from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (h) ensure that the Works do not interfere with or damage the common property or the property of any other owner other than as approved in this by-law and if this occurs, the Owner must rectify that interference or damage within a reasonable period of time at the Owner's own cost;

- (i) not vary the Works approved pursuant to this by-law without first obtaining the consent in writing from the Owners Corporation; and
- (j) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation (for clarity more than one inspection may be required).

PART 3.4

After installation

3.4 After the Works have been completed the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to any Lot and common property caused by the Works and not permitted by this by-law has been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works;
- (d) provide the Owners Corporation within 14 days the Owners Corporation's request, certification from a suitable qualified engineer(s) approved by the Owners Corporation that the Works or works required to rectify any damage to any Lot or common property have been completed in accordance with the terms of this by-law; and
- (e) provide the Owners Corporation nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to assess compliance with this by-law or any consents provided under this by-law from time to time.

PART 3.5

Responsibility

3.5 Any works installed will always remain the responsibility of the owner.

PART 3.6

Essential Works

3.6

- (a) In the event that the Owners Corporation is required to carry out Essential Works which may affect the Works, the Owners Corporation shall give prior notice to the Owner (emergencies excepted) and the Owner shall remove at its own cost the Works within such time as directed by the Owners Corporation and reinstate the Works, at its own cost upon completion, from time to time, of Essential Works by the Owners Corporation.
- (b) Where an Owner fails to remove the Works as contemplated by paragraph (a) above, the owner accepts full responsibility for any loss, damage to or destruction of the Works or any part of them caused by the Owners Corporation (or its officers, employees, contractors or agents) carrying out Essential Works.
- (c) The Owner acknowledges that the Owners Corporation shall have no obligation whatsoever to repair or reinstate any Works damaged or destroyed by Essential works where the Owner or occupier is in breach of clause 3.6(a) or (d).
- (d) No Owner or occupier shall impede, inhibit, refuse, interfere with, restrict, hinder or obstruct the Owners Corporation's (or its officers, employees, contractors or agents) lawful entry, access, penetration to or removal of all or any part of the Works to carry out Essential Works to the common property which may be attached to, in, under or about the Works.

PART 3.7

Enduring rights and obligations

3.7 The Owner shall:

- (a) maintain, upkeep and replace, if necessary, the Works at the Owner's own cost;
- (b) maintain and upkeep those parts of the common property in contact with the Works at the Owner's own cost;
- (c) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Works are removed or relocated at the Owner's own cost;
- (c) remain liable for any damage to the property of any other Lot owner or common property (including the owner's Lot) arising out of the Works; and
- (d) indemnify and keep indemnified the Owners Corporation against any costs, loss or damage suffered by the Owners Corporation whatsoever arising out of or in connection with the Works, including (but not limited to):
 - (i) any loss or damage suffered by the Owners Corporation as a result of any damage to common property or the property of any other Lot owner other than as approved in this by-law; and
 - (ii) their installation, use and/or damage to or destruction of the works caused by the Owners Corporation, its officers, employees, contractors or agents carrying out any Essential Works where the Owner or occupier is in breach of clause 3.6 (a) or (d).

PART 3.8

Default by the Owner

3.8 if the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the Lot to carry out that work; and
- (c) recover the costs of carrying out that Work from the defaulting Owner.

Special by-law no. 9 – Roof insulation lot 121

The provisions of Parts 1, 2, and 3 of Special By-Law 8 are adopted for the purpose of this by-law with the exception of the amendment of the definition of "Lot" as follows:

- a) "Lot" means Lot 121 in the strata plan number 69581.

Special by-law no. 10 – Service of document on owner of lot by owners corporation

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.

Special by-law no. 11 – Key safe

11.1 Subject to the provisions of this by-law, each lot owner may install a key safe within the common property garbage room located on the same level as the lot concerned.

11.2 For the purposes of this by-law, "**key safe**" means a small storage unit of a make and type approved by the Owners Corporation designed for the purposes of storing private keys to an apartment.

11.3 A lot owner proposing to install a key safe in accordance with this by law must make an application in writing to the Owners Corporation for consent to install a key safe and include in the application:

- (a) The make and type of key safe to be installed;
- (b) The precise location within the common property garbage room where the key safe is to be installed; and
- (c) The details of the installer of the key safe.

11.4 The Owners Corporation may refuse consent to the installation of a key safe in its absolute discretion.

11.5 The key safe is to remain a fixture of the lot owner concerned including the successors in title of the lot concerned.

11.6 Each owner is solely responsible for the cleaning, repair, maintenance and replacement of a key safe appurtenant to the owner's lot and the Owners Corporation may direct the carrying out of such cleaning, repair, maintenance and replacement.

11.7 The key safe is only to be used by permanent residents of the lot concerned in accordance with by-laws 1 and 2 and not for the purposes of facilitating short term letting of apartments.

11.8 If a lot owner installs a key safe without consent or fails to comply with by-law 11.6 or 11.7, the Owners Corporation may remove the key safe and make good the Common Property. Any costs incurred in doing so may be recovered as a debt from the lot owner concerned.

Special by-law no. 12 – Smoking on the premises

12.1 For the purposes of this by-law:

- (a) "smoke" means smoke, hold or otherwise have control over ignited tobacco or any other product including electronic smoking devises that is intended to be smoked and is ignited;
- (b) "the property" means all lots and the common property of the strata scheme;
- (c) an owner of a lot, and a director or shareholder of a corporate owner shall be an occupier of that lot if he or she resides in the lot.

12.2 An owner or occupier of a lot must not smoke, or allow anyone else to smoke, within the property.

12.3 If a person, not being an owner or occupier of a lot, smokes in the property the occupier of the lot breaches this by-law unless:

- (a) the occupier did not know, or could not reasonably be expected to have known, that the person was smoking in the property; or

(b) upon becoming aware that the person was smoking in the property, the owner or occupier asked the person smoking to cease smoking immediately or to leave the property immediately, and the person did so.

12.4 If a person, not being the owner or occupier of a lot, smokes in the common property, the person, being an owner or occupier of a lot, who invited that person into the common property or with whose permission the person remains on the common property breaches the by-law unless:

(a) he or she did not know, or could not reasonably be expected to have known, that the person was smoking in the property; or

(b) upon becoming aware that the person was smoking in the common property the owner or occupier asked the person smoking to leave the property immediately, and the person did so.

Special by-law no. 13 – Wet area (kitchen, bathroom and laundry works)

DEFINITIONS

"**Consent Form**" means the written consent of the Owner:

- i. agreeing to assume the relevant obligations in this by-law before the grant of special privileges and exclusive use in this by-law can be conferred; and
- ii. which is a pre-requisite to the operation of this by-law; and
- iii. which is in the form of document annexed to this by-law or otherwise as deemed appropriate from time to time.

"**Lot**" means a lot in strata plan no. 69581.

"**Owner**" means each of the registered owners for the time being of a Lot.

"**Works**" means an Owner's alterations and additions to their Lot and the necessarily affected common property:

- i. to remove original floor and/or wall tiles in a kitchen, laundry and/or bathrooms;
- ii. to install new floor surfaces and/or wall tiles (or other material) to the kitchen, laundry and/or bathrooms;

and including all ancillary work and structures.

Headings are included for convenience only and do not affect the meaning of the clauses to which they relate.

RIGHTS

Subject to the Conditions, an Owner will have a special privilege to undertake Works or any part of the Works and will have exclusive use of the common property immediately affected by such Works.

CONDITIONS

13.1 Before carrying out any Works, the relevant Owner must:

- i. apply in writing to the executive committee for approval, including details of the proposed Works; and

- ii. if the proposed Works involve interference with an existing waterproofing membrane, agree to ensure that the Owner at their cost will produce written certification and a warranty that the watertight integrity of the building will not be compromised by the Works;
- iii. obtain the written approval of the Owners Corporation (by its executive committee) to the proposed Works; and
- iv. execute the Consent Form and deliver it to the executive committee.

13.2 When carrying out approved Works, the relevant Owner must:

- i. use qualified, reputable and appropriately licensed and insured contractors;
- ii. do the work in a proper manner, in a timely fashion and to the executive committee's reasonable satisfaction
- iii. be liable for and immediately repair any damage caused to common property, the subject Lot, any other Lot or the property of any occupier
- iv. in the case of Works involving interference with an existing waterproofing membrane ensure that the watertight integrity of the building is not compromised by Works done or not done as the case may be;
- v. not damage service lines or pipes or interrupt services to the strata scheme and ensure no building waste of any kind is flushed down drains and that no tools are cleaned on common property; and
- vi. comply with the reasonable directions of the executive committee (or the Building Manager for the strata scheme.)
- vii. the owner is to pay a bond prior to the commencement of works of an amount determined by the executive committee from time to time,

13.3 Following the completion of the Works, and if the Works included interference with a waterproof membrane in the executive committee's reasonable opinion, **within 21 days of works completion** the relevant Owner of the Lot must provide (at their cost) a copy of certification from the qualified contractor who carried out the Works that the waterproof membrane affected by the Works is effective and covered by a new and appropriate warranty.

13.4 At all times the relevant Owner must:

- i. comply with all other by-laws in force for the strata scheme which may apply to the activities contemplated in this by-law; and
- ii. maintain, repair and replace their Works at their cost and as the Owners Corporation may reasonably require; and
- iii. accept liability for damage caused to any Lot or common property or personal property in the strata scheme as a result of the performance, maintenance or repair/replacement of their Works and associated actions and be responsible to make good that damage immediately after it has occurred; and
- iv. comply with the Strata Schemes Management Act 1996 (**Act**) and its Regulations; and
- v. indemnify the Owners Corporation from all claims, loss or damage the Owners Corporation suffers (including legal costs) as a result of the performance, maintenance, repair or replacement of their Works and must pay those costs on demand.

13.5 The costs of the approved Works and compliance with this by-law are the Owner's sole responsibility.

13.6 For the purposes of insurance the Works will remain the respective Owner's fixtures.

GENERAL

The executive committee shall:

- i. consider applications for proposed Works only where the application complies with the requirements of this by-law; and
- ii. deal promptly with a complying application; and
- iii. not unreasonably refuse a complying application.

SECTION 65A

Where the Works add to or alter common property for the purpose of improving or enhancing that common property, the Owner's Corporation specially resolves pursuant to section 65A of the Act that:

- i. the Owner is specifically authorised to take that action; and
- ii. the Owner must maintain the subject common property in accordance with the Conditions of this by-law.

REMEDY

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

- i. enter any part of the parcel to carry out the necessary work to perform the obligation; and
- ii. take whatever legal action is required to prosecute the relevant Owner; and

recover the costs of carrying out that work and the costs of legal action from the respective Owner as a debt, due and payable at the Owners Corporation's direction and as a contribution according to section 80(1) of the Act and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum until paid or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

Special by-law no. 14 – Pet

14.1 The occupier must write to the Executive Committee to obtain approval before bringing, or permitting an invitee to bring, an animal onto the lot or the common property.

14.2 There is a limit of 1 animal per lot and approval is at the discretion of the Executive Committee

14.3 If a person reasonably requires the assistance of a guide-dog by reason of impairment of sight or hearing, the person is entitled to be accompanied by a guide-dog while on a lot or the common property and, if the person is the owner or occupier of a lot, is entitled to keep a guide-dog on the lot.

14.4 Use of the common property:

(a) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(b) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under sub rule (a) must remove that animal.

(c) In respect to the McCafferys Tower Building in particular, all animals must exclusively enter and exit the property via the B1 lift level. Animals are not permitted to enter and exit via the Ground level foyer.

14.5 The applicant must abide by any other rules stipulated by the Executive Committee once approval has been granted.

Special by-law no. 15 – Renovations

Definitions

15.1 In this by-law, the following terms are defined to mean:

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

“Authority” means any government agency or any statutory, public or other authority having jurisdiction over the buildings.

“Building Works” means alterations to, additions to, removal of, repair of, and/or replacement of any part of a Lot or any fixture in a Lot.

“Executive Committee” means the executive committee appointed by the owners corporation.

“Lot” means a lot in strata plan no. 69581.

“Owner” means the registered owner, or mortgagee in possession, for the time being of a Lot.

“Owners Corporation” means the owners corporation constituted on registration of the strata plan.

15.2 Words importing:

- a) the singular includes the plural and vice versa; and
- b) a gender includes any gender.

15.3 Words defined in the Act have the meaning given to them in the Act.

Approval of Owners Corporation required

15.4 Owners must not undertake or commence Building Works:

- a) without the approval of the Owners Corporation or its Executive Committee;
- b) except in accordance with the conditions of this by-law.

Applications for approval

15.5 An Owner wishing to procure approval of the Owners Corporation to carry out Building Works must:

- a) make an application in writing to the Owners Corporation;
- b) include with the application:
 - i) details of the nature of the works including plans, drawings and specifications (if applicable);

ii) details of the builder/contractor carrying out the works (including name, address, telephone number and licence number (if applicable)); and

iii) details of the proposed commencing date and completion date of the works.

15.6 The Owners Corporation in considering whether or not to approve the Building Works may:

- a) require the Applicant to submit further information, such as, further plans, specifications or reports;
- b) waive the requirements to submit detailed plans and specifications;
- c) require the Applicant to provide a report or certification from a suitably qualified consultant (approved by the Owners Corporation and addressed to the Owners Corporation) confirming the proposed Building Works will not impact upon the structural integrity of the building; or
- d) appoint a consultant to review any material or any information provided by the Applicant and to make recommendations (the Owners Corporation may require the Applicant to pay for or accept responsibility for payment of the consultant's fees).
- e) act in its own discretion;
- f) approve it unconditionally or impose conditions;
- g) disregard its previous decisions;
- h) require the applicant to pay a bond prior to the commencement of works. The amount would be at the discretion of the executive committee.

Procedures before you carry out Building Works

15.7 An Owner must not carry out or commence to carry out Building Works unless:

- a) the Owners Corporation has been given the following written information in connection with the works at least 14 days prior to commencing the works:
 - i) details of the nature of the works including plans, drawings and specifications (if applicable);
 - ii) details of the builder/contractor carrying out the works (including name, address, telephone number and licence number (if applicable)); and
 - iii) details of the proposed commencing date and indicative completion date of the works;
- b) the Owners Corporation has given approval in writing for the Building Works.
- c) all necessary consents from the relevant Authorities have been procured including a development consent (if applicable) and copies given to the Owners Corporation;
- d) all relevant insurances are in place and copies of the policy and a Certificate of Currency given to the Owners Corporation if requested; and
- e) have paid any bond prior to the commencement of works of an amount determined by the executive committee from time to time.

Conditions when carrying out Building Works

15.8 An Owner carrying out Building Works must:

- a) comply with the reasonable requirements of and conditions imposed by the Owners Corporation relating to their conduct;
- b) comply with the requirements of all relevant Authorities and the consents from the relevant Authorities;
- c) ensure the works are carried out in a proper and workmanlike manner;
- d) use only qualified, and where appropriate, licensed tradesman;
- e) ensure the works are carried out without undue delay;
- f) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
- g) ensure the works cause as little disturbance as is practicable to other Owners and occupiers;
- h) ensure that residents are given advance warning of the days that they may experience noise generated by the works;
- i) ensure no damage is done to any service lines or services installed in the building, or if damage is caused, immediately make good that damage;
- j) ensure no damage is caused to the common property, or if damage is caused, immediately make good that damage;
- k) ensure no damage is caused to the property of any other Owner or occupier, or if damage is caused, immediately make good that damage;
- l) ensure the works are only carried out within the time permitted by any development consent or if there is no development consent within any reasonable times prescribed by the Owners Corporation;
- m) transport all materials, equipment, debris and other materials arising from the works through the building as directed by the Owners Corporation;
- n) ensure that all materials arising from the works are removed from site and not left in the garbage room or loading dock or any other common areas.
- o) take necessary action to protect all areas of the building from damage when carrying out the work;
- p) ensure that the common property flooring is protected using an approved material as directed by the executive committee;
- q) ensure that the works do not transmit unnecessary noise that is likely to interfere with the peaceful enjoyment of the Owner or occupier of another lot.
- r) works are only permitted between the hours of 8am – 4.30pm Monday – Friday, no works are permitted on public holidays or on days that are determined by executive committee from time to time.

Completion of Building Works

15.9 On completion of Building Works, the Owner who has carried out the works must:

- a) ensure all rubbish and debris caused by the works is removed from the building and environs and common property is left clean and tidy;
- b) if required by the Owners Corporation give the Owners Corporation a set of as built plans of the works; and

c) if required by the Owners Corporation, give the Owners Corporation a letter from a suitably qualified consultant (addressed to the Owners Corporation) certifying the completed Building Works do not impact on the structural integrity of the building or upon common property and have been completed in accordance with the plans and specifications.

Liability

15.10 An Owner will be liable for any damage caused to any part of the common property and any other Lot as a result of their Building Works and will make good that damage immediately after it has occurred.

Indemnity

15.11 An Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation and/or any other Owner suffers as a result of the performance, maintenance or replacement of their Building Works.

No right of special privilege / exclusive use

15.12 This by-law does not act in place of any consent required to undertake works:

- a) that give an Owner a special privilege in respect of the common property to perform works to and on the common property in accordance with section 52 of the Act; and/or
- b) that give an Owner a right of exclusive use of parts of the common property occupied by works in accordance with section 52 of the Act; and/or
- c) that is in breach of any by-law applicable to the strata scheme.

Right to inspect Building Works

15.13 An owner who has carried out Building Works must permit the Owners Corporation and/or its servants and consultants to enter the Lot to inspect the Works;

Right in Owners Corporation to remedy default

15.14 If an Owner who carries out Building Works fails to comply with any obligation under this by-law, then the Owners Corporation may (at its discretion):

- a) perform any obligation which an Owner has failed to perform, within a reasonable time after written notice from the Owners Corporation;
- b) enter any part of the Lot to carry out its rights in this by-law;
- c) recover the costs incurred by the Owners Corporation in carrying out its rights in this by-law as a debt due and owing to the Owners Corporation by the Owner of the relevant Lot, together with interest on any monies due to the Owners Corporation under this by-law and not paid within one month of written demand for payment, such interest to be calculated on daily balances at the rate of 20% per annum, and calculated from the date of the relevant invoice until payment is made.

Special by-law no. 16 – Short-term accommodation

1. For the purpose of this by-law:

1.1. “**Act**” means the *Strata Schemes Management 2015 (NSW)* as amended or replaced from time to time;

1.2. “**Building**” means the building and improvements on the land located at 19-27 Cadigal Avenue, Pyrmont NSW 2009;

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1.3. "**Committee**" means the strata committee elected by the Owners Corporation from time to time;

1.4. "**Common Property**" means the common property in the Strata Plan;

1.5. "**Costs**" means all professional and trade costs, fees, expenses, and disbursements associated with any damage caused as a result of the use of a Lot in breach of this by-law;

1.6. "**Council**" means City of Sydney Council, its administrators, successors, and assigns, or any other organisation serving the same or similar function, and includes its employees and agents;

1.7. "**Enforcement Costs**" means the costs associated with the enforcement of this by-law, including but not limited to the cost to the Owners Corporation of engaging professional services, including legal services;

1.8. "**Indemnify**" means the Owner indemnifying the Owners Corporation in respect of the use of a Lot in breach of this by-law, including but not limited to the following:

1.8.1 all actions, proceedings, claims, demands, costs, damages, and expenses which may be incurred by, brought, or made against the Owners Corporation;

1.8.2 any sum payable by way of increased premiums; and

1.8.3 any costs or damages for which the Owners Corporation is or becomes liable;

1.9. "**Lot**" means a lot or any part of a lot in the Strata Plan;

1.10. "**Occupier**" means the legal occupier of a Lot from time to time, including the occupier's agent or employee;

1.11. "**Owner**" means the registered proprietor of a Lot from time to time, including the registered proprietor's agent or employee;

1.12. "**Owners Corporation**" means the owners corporation known as The Owners- Strata Plan No. 69581;

1.13. "**Residential Tenancy Agreement**" means an agreement under which an Owner or Occupier leases, sublets, or licenses a Lot on a commercial basis for a period of 3 consecutive months or more;

1.14. "**Security Keys**" means a key, magnetic card, or other device or information used on the Common Property to:

1.14.1 open and close security gates, doors, gates, or locks; or

1.14.2 operate alarms, security systems, or communication systems.

1.15. "**Short-Term Accommodation**" means the provision of temporary accommodation on a commercial basis for a period of less than 3 consecutive months, including but not limited to:

1.15.1 Backpackers' accommodation;

1.15.2 Bed and breakfast accommodation;

1.15.3 Hotel or motel accommodation;

1.15.4 Serviced apartments;

1.15.5 Private hotel;

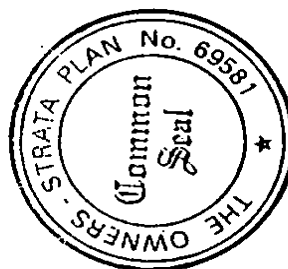
1.15.6 Boarding house;

1.15.7 Tourist or visitor accommodation; and

1.15.8 Any other short-term rentals, including but not limited to the use of online services such as Airbnb, Stayz, Gumtree, or similar.

- 1.16. "**Statutory Declaration**" means a statutory declaration made by an Owner or Occupier in the form required by the Committee having regard to the contents of this by-law;
- 1.17. "**Strata Manager**" means the strata managing agent engaged by the Owners Corporation from time to time;
- 1.18. "**Strata Plan**" means registered Strata Plan No. 69581;
- 1.19. "**The Plan**" means Sydney Local Environmental Plan 2012 as amended from time to time, including any succeeding instrument.
2. Where terms in this by-law are not defined, they have the same meaning those words are attributed under the Act.
3. Owners and Occupiers are prohibited from using, operating, or directly or indirectly facilitating the use of a Lot for Short-Term Accommodation, including by advertising the Lot or permitting the Lot to be advertised for Short-Term Accommodation.
4. If the Committee reasonably believes an Owner or Occupier is using, operating, or directly or indirectly facilitating the use of a Lot for Short-Term Accommodation, the Owners Corporation, via the Committee or Strata Manager, may:
- 4.1. Request that the Owner and/or Occupier provide evidence of their compliance with this by-law, including a copy of their Residential Tenancy Agreement or Council approval. Such evidence must meet the reasonable requirements of the Committee, which may include a Statutory Declaration; and/or
- 4.2. Notify Council of the potential breach of The Plan and provide Council with all information and evidence needed to assist it to make a determination and take any necessary regulatory action; and/or
- 4.3. Exercise its legislative right to enforce this by-law, which may result in the issuing of a penalty order against the Owner and/or Occupier by the NSW Civil & Administrative Tribunal for a sum of up to \$11,000.00 (as at the date of registration of this by-law and subject to change) and a costs order against the Owner for the recovery of the Owners Corporation's costs incurred in the legal proceedings; and/or
- 4.4. Enter upon any part of the Lot to carry out the necessary investigation to confirm the Owner or Occupier's compliance with this by-law; and/or
- 4.5. Refuse to provide additional Security Keys to the Owner or Occupier; and/or
- 4.6 Deactivate the Owner or Occupier's Security Keys
5. The Owner and/or Occupier is responsible for and will bear all Costs and Enforcement Costs.
6. The Owner and/or Occupier must promptly repair any damage to any part of the Building directly or indirectly caused by the Owner and/or Occupier's breach of this by-law.
7. Where the Owners Corporation has incurred Costs and/or Enforcement Costs on behalf of an Owner, the Owners Corporation may recover those Costs and/or Enforcement Costs from the Owner, including charging those Costs and/or Enforcement Costs to the Owner's lot account as if they were a contribution under the Act, with all associated rights of recovery under the Act.
8. The Owner and/or Occupier will include a copy of this by-law in every Residential Tenancy Agreement.
9. The Owner Indemnifies and will keep Indemnified the Owners Corporation.

The seal of The Owners – Strata Plan No. 69581
was affixed on 17 July 2017
in the presence of the following person(s) authorised
by Section 273 of the Strata Management Act 2015
to attest the affixing of the seal



Signature:

Name: Lisa Branson

Authority: Duly Authorised Officer

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.~~

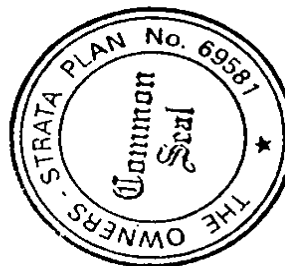
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was affixed on 17 July 2017
in the presence of the following person(s) authorised
by Section 273 of the Strata Management Act 2015
to attest the affixing of the seal

Signature:



Name: Lisa Branson

Authority: Duly Authorised Officer



Lodger Details

Lodger Code	503762
Name	KEMPS PETERSONS LEGAL PTY LTD
Address	PO BOX K372 HAYMARKET 1240
Lodger Box	1W
Email	KAVITA.PRASAD@KPLG.COM.AU
Reference	191906 - DPS -

Land Registry Document Identification

AR204266

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP69581	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP69581
Other legal entity

Meeting Date

04/05/2021

Repealed by-law No.

Details BY-LAW 29

Amended by-law No.

Details NOT APPLICABLE

Added by-law No.

Details BY-LAW 29 & SPECIAL BY-LAW 20

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP69581

Signer Name MICHELLE MONICA KUMAR

Signer Organisation KEMPS PETERSONS LEGAL PTY LTD

Signer Role PRACTITIONER CERTIFIER

Execution Date 02/07/2021

ANNEXURE A



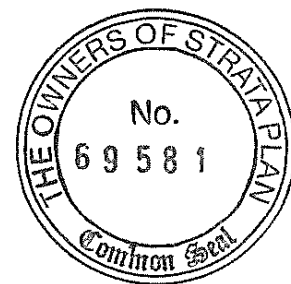
SP69581

encompassing

Johns Court, 19 Cadigal Avenue, Pyrmont
McCafferys Tower, 21 Cadigal Avenue, Pyrmont
Clifftop, 23 Cadigal Avenue, Pyrmont
Stables, 25 Cadigal Avenue, Pyrmont
Mews, 26 Cadigal Avenue, Pyrmont
Chalet, 27 Cadigal Avenue, Pyrmont

Registered By-Laws

Shawday



STRATA PLAN 69581

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1. - Definitions and interpretation

1.1 In these by-laws these terms (in any form) mean:

"Act" the Strata Schemes Management Act 2015;

"Adult" person over the age of 18 years;

"Air Conditioning" an air conditioner inside a Lot or on the roof of the Building and includes air conditioning plant and equipment; pipes, wires, cables, vents and ducts servicing air conditioning plant and equipment, but excludes filters.

"Architectural Standards" the meaning given to that term in the Community Management Statement;

"Building" the building constructed on the Parcel in the Strata Scheme;

"Building Manager" the building manager engaged to service the Owners Corporation from time to time;

"Bicycle Storage Facilities" those areas of Common Property containing bicycle racks for the storage of bicycles;

"Car Space" that space being a part Lot for the purpose of parking a Motor Vehicle;

"Car Wash Bay" those areas of Common Property designated by the Owners Corporation from time to time as car wash bays;

"Clifftop" the building described as such in the location plan forming part of the Strata Plan;

"Clifftop Air Conditioning Plant" the air conditioning plant and equipment servicing Clifftop;

"Clifftop Occupiers" the Occupiers of Lots in Clifftop;

"Clifftop Owners" the Owners of Lots in Clifftop;

"Committee" means the strata committee elected by the Owners Corporation from time to time;

"Common Property" so much of the Parcel as from time to time is not comprised in any Lot;

"Community Association" is Community Association DP 270215;

"Community Management Statement" the community management statement registered with the Community Plan;

"Community Parcel" the land the subject of the Community Scheme;

"Community Plan" deposited plan 270215;

"Community Property" property owned by Jackson's Landing Community Association, being Lot 1 DP 270215;

"Community Scheme" the community scheme constituted on registration of the Community Plan;

"Community Titles Legislation" the Community Land Development Act 1989 and the Community Land Management Act 1989;

"Council" means City of Sydney Council;

"Developer" the meaning given to that term in the Community Management Statement;

"Development Activities" the meaning given to that term in the Community Management Statement;

"Development Consent" consent no.97-06-99;

"Gymnasium" the gymnasium on Common Property;

"Johns Court" the building described as such in the location plan forming part of the Strata Plan;

"Johns Court Air Conditioning Plant" the air conditioning plant and equipment servicing Johns Court;

"Johns Court Lift" the lift servicing Johns Court;

"Johns Court Occupiers" the Occupiers of Lots in Johns Court;

"Johns Court Owners" the Owners of Lots in Johns Court;

"Landscape Standards" the meaning given to that term in the Community Management Statement;

"Lot" a lot (as defined in the Act) in the Strata Plan;

"Manager" the manager appointed under the agreement disclosed in by-law 12;

"McCafferys Tower" the building described as such in the location plan forming part of the Strata Plan;

"McCafferys Tower Air Conditioning Plant" the air conditioning plant and equipment servicing McCafferys Tower,

"McCafferys Tower Lift" the lift servicing McCafferys Tower,

"McCafferys Tower Occupiers" the Occupiers of Lots in McCafferys Tower,

"McCafferys Tower Owners" the Owners of Lots in McCafferys Tower,

"McCafferys Recreational Facilities" the recreational facilities on Common Property including a Swimming Pool, Gymnasium and Bicycle Storage Facilities;

"Motor Vehicle"

(a) A motor vehicle within the meaning of the *Road Transport Act 2013*, and includes a caravan, boat trailer or other trailer (whether or not attached to such a vehicle), motorbike or motor scooter, and

(b) The remains of such a vehicle, and

(c) Any article (including parts and accessories) that is secured to or in such a vehicle.

"Occupier" any person in lawful occupation of a Lot;

"Owner":

(a) except as provided in paragraph (b), the registered proprietor of a Lot; or

(b) a person whose name has been entered on the strata roll as an Owner of a Lot in accordance with s 178 of the Act;

"Owners Corporation" the owners corporation for the Strata Scheme;

"Parcel" the land comprised in the Strata Plan;

"Permitted Person" a person on the Parcel with the express or implied consent of the Owners Corporation or an Owner or Occupier,

"Residential Development" the use of land for any form of housing, other than housing leased on a short-term basis subject to the Residential Tenancies Act 1987, but does not include the use of land for a hotel, a hostel, an apartment hotel (being a building consisting of suites of rooms rented or hired out without being leased on a short-term basis), a boutique hotel, serviced apartments, backpacker accommodation, a motel or the like as defined in Sydney Regional Environmental Plan No. 26 - City West.

"Residents' Handbook" means the handbook kept and amended from time to time by the Committee which sets out rules and guidelines for day to day living at McCafferys Hill.

"Residential Lot" a Lot approved for Residential Development;

"Residential Tenancy Agreement" means an agreement under which an Owner or Occupier leases, sublets or licenses a Lot on a commercial basis for a period of greater than 3 consecutive months;

"Security Key" the meaning given to that term in the Community Management Statement;

"Strata Manager" means the strata managing agent engaged by the Owners Corporation from time to time;

"Strata Plan" registered strata plan number 69581 as well as the strata plan of subdivision numbered 74369;

"Strata Scheme" the strata scheme constituted on registration of the Strata Plan;

"Swimming Pool" the swimming pool, spa and sauna which is on Common Property;

"Visitor Car Parking" those areas of Common Property designated from time to time by the Owners Corporation as car spaces for parking of Vehicles by visitors to the Strata Scheme.

Interpretation

1.2 A word appearing and not defined in these by-laws but defined in the Act has the meaning under the Act.

1.3 In these by-laws unless the contrary intention appears a reference to:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes all other genders;
- (c) a person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa; and
- (d) this instrument includes any variation or replacement of it.

1.4 If the whole or any part of a provision of these by-laws is invalid or unenforceable, the validity or enforceability of the remaining by-laws is not affected.

1.5 Headings are inserted for convenience of reference only and must be ignored in the interpretation of these by-laws.

1.6 The word "includes" in any form is not a word of limitation.

1.7 Where any terms are not defined, they will have the same meaning those words are attributed under the Act.

1.8 Where the by-laws empower the Owners Corporation to take any action, it may or may not take such action in its reasonable discretion.

1.9 For the purpose of exercising functions under the by-laws, the Owners Corporation may act via its Building Manager, Strata Manager, Committee, employees, contractors or agents.

2. - Common Property

Damage to Lawns and Plants

2.1 Except with the prior written approval of the Owners Corporation, an Owner or Occupier must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property; or
- (b) use for his or her own purposes as a garden any portion of the Common Property.

Damage to Buildings

2.2 An Owner or Occupier must not damage or deface, any structure that forms part of the Common Property.

2.3 By-law 17 applies to any work carried out by an Owner or Occupier which may impact the Common Property in any way.

Depositing Rubbish and Other Material

2.4 Except with the prior written approval of the Owners Corporation an Owner or Occupier must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item.

2.5 By-law 37 applies to the disposal of abandoned goods left on the Common Property.

3. - Cleaning

Windows and Doors

3.1 An Owner or Occupier must keep clean all exterior surface of glass in windows and doors on the boundary of the Lot, including so much as is Common Property, unless:

- (a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
- (b) that glass or part of the glass cannot be accessed by the Owner or Occupier safely or at all.

Balconies and Gardens

3.2 An Owner or Occupier must keep all internal gardens and balconies clean, tidy and well maintained.

3.3 If there are planter boxes on or within a balcony of a Lot, an Owner or Occupier must:

- (a) properly maintain the soil in the planter boxes; and
- (b) when watering the plants or soil make sure that water does not go on to Common Property or another Lot

4. - Moving Furniture and Other Objects On or Through Buildings

4.1 For the purposes of this by-law:

(a) "**Costs**" means all professional and trade costs/fees/disbursements incurred or associated with the matters the subject of this by-law and the Removal.

(b) "**Direction**" means a written direction from the Owners Corporation, via the Building Manager and/or Committee and/or Strata Manager to the Owner or Occupier relating to the Removal, including the manner in which the Removal must be carried out.

(c) "**Indemnify**" means the Owner or Occupier indemnifying the Owners Corporation in respect of the Removal or anything arising from the Removal, including, but not limited to the following:

- i. all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;
- ii. any sum payable by way of increased premiums; and
- iii. any costs or damages for which the Owners Corporation is or becomes liable;

(d) "**Notification**" means a written notice from the Owner or Occupier to the Security Guard, with a copy sent to the Owners Corporation, via the Strata Manager, setting out the Owner or Occupier's intention to carry out a Removal and which includes the following details:-

- i. the relevant Lot(s) or apartment(s) number and the name(s) of the Owner or Occupier;
- ii. the names of the persons who will be conducting the Removal, including the name of any company which employs the delivery personnel;
- iii. the Removal Date;
- iv. the Removal Hours;
- v. details of the Substantial Items the subject of the Removal; and
- vi. such other information the Owners Corporation deems reasonable;

(e) "**Removal**" means the transporting of any Substantial Items:

- i. to and/or from Lots;
- ii. in and/or out of the building;
- iii. through and/or on Common Property

by an Owner or Occupier, including their representative, agent, volunteer, contractor or engaged delivery personnel.

(f) "**Removal Date**" means the expected date of the Removal.

(g) "**Removal Hours**" means between the hours of 9:00AM and 5:30PM Mondays to Sundays inclusive, or such other hours and days approved in writing by the Owners Corporation.

(h) "**Removal Security Deposit**" means:

(i) The sum of \$500 or such other amount determined by the Committee from time to time in its reasonable discretion; and

(ii) to be either:

a) paid by the Owner; or

b) claimed by the Owners Corporation from the Occupier's rental bond prior to the Removal Date and held as a bond during the Removal; and

(iii) to be applied by the Owners Corporation towards the cost of:

a) rectifying any damage to any part the Common Property during the Removal;

b) cleaning any rubbish or material deposited on any part of the Common Property during the Removal; and

c) enforcing any by-law breached by the Owner or Occupier during the Removal.

(i) "**Security Guard**" means the security guard providing services to the Owners Corporation from time to time;

(j) "**Substantial Items**" means large items of furniture, white goods and electrical equipment. This does not include single items of furniture which are capable of being delivered to a Lot by one person.

4.2 The Owners Corporation permits Owners and Occupiers to carry out a Removal subject to the terms of this by-law.

4.3 At least 24 hours prior to the Removal Date, the Owner or Occupier must provide a Notification.

4.4 The Owners Corporation and the Security Guard will consider the Notification and if necessary, give the Owner or Occupier any reasonable Direction prior to the Removal Date.

4.5 The Security Guard must supervise the Removal. The Owner or Occupier is responsible for making payment for the Security Guard's services direct to the Security Guard, prior to commencement of the Removal.

4.6 The Removal must only take place between the Removal Hours.

4.7 The Removal must not take place through the foyer of the building known as McCafferys Tower.

4.8 The Removal must be carried out and completed:-

(a) with due skill and care using proper equipment;

(b) in compliance with all reasonable Directions of the Owners Corporation and Security Guard;

- (c) in a way so as to not unreasonably interfere with the enjoyment of other common property areas or access to Lots in the strata scheme by other persons;
- (d) in a way which minimises the disturbance of other Owners and Occupiers including but not limited to vibration, noise, dust and dirt;
- (e) ensuring that the security of the property is maintained throughout the Removal;
- (f) promptly and completely removing all rubbish from the property resulting from the Removal;
- (g) keeping all areas of the Building as clean and tidy as possible;
- (h) promptly repairing any damage to any part of the Building caused by the Removal; and
- (i) if the lift is used for the Removal:
 - (i) ensuring only the passenger lift is used;
 - (ii) protective covers to the passenger lift have been fitted;
 - (iii) Owner or Occupier must not prop open doors to the passenger lifts except in accordance with the Direction of the Committee;
 - (iv) Owner or Occupier must comply with the maximum weight limit for the passenger lift;
 - (v) ensuring the passenger lift is only used between the hours of 9:00AM and 12:00PM, Mondays to Fridays (inclusive); and
 - (vi) ensuring the use of the passenger lift for the Removal does not have priority over the use of the passenger lift by other Owners, Occupiers and visitors;

4.9 The Owner or Occupier is responsible for, and will bear all Costs.

4.10 In the event Lot(s) or Common Property is/are damaged because of the Removal, the Owner or Occupier will pay the Costs of rectifying the damage.

4.11 The Owners Corporation reserves the right to direct the Owner or Occupier to rectify any damage caused by the Removal and/or the breach of this by-law.

4.12 If the Owner or Occupier fails to comply with Clause 4.11 above within 1 month of a written direction from the Owners Corporation to the Owner or Occupier, then the Owners Corporation may:

- (a) enter upon any part of the Lot to carry out the work;
- (b) carry out all work necessary to perform that obligation; and
- (c) recover from the Owner or Occupier any Costs relating to their carrying out of that work, including charging those Costs to the Owner's or the Occupier's lessor's lot account as if those Costs were a contribution under the Act.

4.13 The Owner or Occupier will sign all documents and do all things necessary to facilitate the carrying out of Clause 4.12 above.

4.14 The Owner or Occupier will not claim upon the Owners Corporation's insurance in respect of anything arising out of the Removal.

4.15 The Owner or Occupier will Indemnify and will keep indemnified the Owners Corporation.

4.16 The Owner will include a copy of this by-law in every Residential Tenancy Agreement.

Removal Security Deposit

4.17 The Owner consents that the Owners Corporation, through the Committee or Building Manager, may:

(a) require the Owner to pay a Removal Security Deposit; or

(b) claim a Removal Security Deposit from the Occupier's rental bond.

4.18 Subject to clause 4.19 below, the Removal Security Deposit will be refunded to the Owner and the Occupier at the conclusion of the Removal.

4.19 The Owners Corporation may, in its discretion, use the Removal Security Deposit to meet part or all of the costs as set out under Clause 4.1(h)(iii).

4.20 If the costs as set out under Clause 4.1(h)(iii) exceed the Removal Security Deposit, the balance paid by the Owners Corporation will be charged to the Owner's or the Occupier's lessor's lot account as if it were a contribution under the Act.

4.21 If the Costs as set out under Clause 4.1(h)(iii) are less than the Removal Security Deposit the Owners Corporation will refund the balance of the Removal Security Deposit to the Owner or the Occupier's lessor.

5. - Floor Coverings

5.1 An Owner must ensure that all floor space within the owner's Lot is covered or otherwise treated to an extent sufficient to prevent transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.

5.2 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

5.3 Without limiting the requirements of this by-law, if an Owner wishes to install a floor finish other than carpet within a 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.

5.4 Except where an Owner is replacing a floor finish with carpet laid over heavy duty underlay, an Owner must obtain the consent of the Owners Corporation before changing or altering the floor finish within a Lot. The Owners Corporation 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 5.5 has been provided.

5.5 An application for consent by an Owner under clause 5.4 must include a report from a qualified acoustic engineer that analyses the proposed floor finish, method of installation and the anticipated effect on sound transmission including impact noise following installation. The report must state that the proposed floor finish after installation in the Lot is not likely to breach clause 5.1 and will comply with clause 5.3.

5.6 The Owner is to pay a bond to the Owners Corporation prior to the commencement of works, of an amount determined by the Committee from time to time.

5.7 Following installation in a Lot of a floor finish other than carpet, the Owner of the lot must provide the Owners Corporation with a certificate from the qualified acoustic engineer (who originated the design) at the cost of the owner of the Lot. 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 5.5. If such certificate is not provided to the Owners Corporation within one month of installation, the Owners Corporation has the right to require the new floor finish to be replaced with carpet laid over heavy duty underlay at the cost of the owner.

5.8 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 engineer's certificate is due in whole or in part to the inability of the acoustic engineer to gain access to the Lot or Lots below or adjacent to the Lot in which the new floor finish is laid for the purpose of conducting acoustic testing.

5.9 An Owner that is 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.

5.10 For the avoidance of doubt, references in this by-law to any action by or in respect of the Owners Corporation include any such action by or in respect of the Committee.

6. - Garbage Disposal

6.1 This by-law is subject to the provisions of the Community Management Statement.

6.2 The Strata Scheme has shared receptacles for garbage, recyclable material or waste and an Owner or Occupier:

(a) must ensure that before refuse, recyclable material or waste are placed in the receptacles it is, in the case of refuse, 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 or Occupier may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

6.3 Owners and Occupiers must comply with the Resident's Handbook which may contain information about Garbage Disposal, as updated from time to time.

7. - Change in Use of Lot to be Notified

7.1 An Occupier 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 the Lot being used for Short Term Letting within the meaning of Special By-Law 19, or a hazardous activity being carried out on the Lot).

7.2 If the change of use results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation that increase in premium within 7 days of notification in writing by the Owners Corporation.

8. - Provision of Amenities or Services

8.1 The Owners Corporation may by resolution determine to enter into arrangements for the provision of amenities or services to one or more of the Lots, or to the Owners or Occupiers including:

- (a) window cleaning;
- (b) garbage disposal and recycling services;
- (c) electricity, water or gas supply;
- (d) telecommunication services; and
- (e) security services.

8.2 If the Owners Corporation makes a resolution referred to in this by-law to provide an amenity or service to a Lot or to an Owner or Occupier, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

9. - Community Management Statement

Effect on the Strata Scheme

9.1 The Community Management Statement contains by-laws which affect the Strata Scheme including:

- (a) rights and obligations of Owners and Occupiers;
- (b) rights and obligations of the Community Association and the Owners Corporation;
- (c) the keeping of animals;
- (d) behaviour on Community Property and Common Property;
- (e) garbage collection;
- (f) carrying out building works; and
- (g) security.

Comply

9.2 An Owner or Occupier must comply with the Community Management Statement.

Breach

9.3 A breach of the by-laws contained in the Community Management Statement amounts to a breach of these by-laws.

9.4 Nothing in these by-laws allows an Owner or Occupier to do something which is prohibited or regulated by the Community Management Statement.

9.5 To the extent there is any inconsistency between the Community Management Statement and these by-laws, the Community Management Statement prevails.

10. - Architectural Standards and Landscape Standards

Who may prescribe

10.1 Under the Community Management Statement:

(a) the Community Association may prescribe Architectural Standards and Landscape Standards in relation to the Community Scheme; and

(b) the Owners Corporation may prescribe Architectural Standards and Landscape Standards in relation to the Strata Scheme.

Bound

10.2 An Owner or Occupier must comply with any Architectural Standards and Landscape Standards in force.

11. - Use of the McCafferys Recreational Facilities

11.1 Subject to clause 11.2, a Permitted Person may use the McCafferys Recreational Facilities.

11.2 An absentee landlord (Owners who rent their apartments and do not otherwise reside at the Building) must not use and will not be permitted access to McCafferys Recreational facilities.

Swimming Pool

11.3 The following terms and conditions apply to use of the Swimming Pool:

(a) the Swimming Pool may only be used between the hours of 6.00 am and 10.00 pm or other hours nominated from time to time by the Owners Corporation;

(b) children under the age of 15 years of age may use the Swimming Pool only if accompanied and supervised by an Adult.

(c) glass objects, drinking glasses, food and sharp objects are not permitted in the Swimming Pool;

(d) running, ball playing, noisy or hazardous activities are not permitted in the Swimming Pool; and

(e) Swimming Pool equipment must not, except with the approval of the Owners Corporation, be interfered with, operated or adjusted.

Gymnasium

11.4 The following terms and conditions apply to the use of the Gymnasium:

(a) the Gymnasium may only be used between the hours of 6.00am and 10.00pm or other hours nominated from time to time by the Owners Corporation;

(b) children under the age of 15 years may use the Gymnasium only if accompanied and supervised by an Adult;

(c) all users must be appropriately attired and wear shoes; and

(d) all users must carry a towel.

11.5 A Permitted Person must comply with any rules the Community Association or the Owners Corporation as the case may be makes about use of the McCafferys Recreational Facilities.

Storage of Bicycles

11.6 An Owner or Occupier must not:

- (a) permit any bicycle to be stored in the Common Property other than the Bicycle Storage Facilities; and
- (b) permit any bicycle to be brought into any part of the Common Property including the foyer, stairwells, hallways, garden areas, walkways, balcony or other parts of the Common Property as may be designated by the Owners Corporation from time to time.

Kayak and Canoe Storage

11.7 Kayaks and Canoes belonging to Occupiers must be stored in accordance with the requirements of the Residents' Handbook. Storage is at the risk of the Occupier.

12. - Agreement with a Manager

Owners Corporation may enter

12.1 The Owners Corporation may determine to enter into an agreement with third parties to provide services to the Owners Corporation to assist the Owners Corporation with its duties to control, manage, operate, maintain and replace Common Property that the Community Association is not responsible for. The effect of this agreement is disclosed in this by-law.

Parties

12.2 The parties to the agreement will be:

- (a) the Owners Corporation; and
- (b) A suitably qualified contractor, experienced in the provision of building management services to strata schemes.

Term

12.3 The term of the agreement, including whether or not there is an option to extend the term, will be determined by the Owners Corporation.

Duties

12.4 The duties of the Manager may include:

- (a) the maintenance and replacement of the Common Property that the Community Association is not responsible for,
- (b) the control and supervision of the Common Property other that the Community Association is not responsible for;
- (c) the provision of services to the Owners Corporation or the Owners and Occupiers of Lots; and
- (d) anything else that the Manager indicates is necessary for the Common Property that the Community Association is not responsible for.

Conditions of Agreement

12.5 The conditions of the agreement will be determined by the Owners Corporation and will include reference to such items as remuneration, duties, assignment and termination.

13. - Behaviour of Owners, Occupiers and Invitees

13.1 An Owner, Occupier, or any invitee of an Owner or Occupier, when on common property, must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to another Owner or Occupier or to any person lawfully using common property.

13.2 An Owner or Occupier must take all reasonable steps to ensure that invitees of the Owner or Occupier:

(a) do not behave in a manner likely to interfere with the peaceful enjoyment of another Owner or Occupier or any person lawfully using common property, and

(b) without limiting paragraph (a), comply with clause 13.1.

14. - Security Keys

14.1 The Owners Corporation may restrict access to the Building or parts of the Building by means of Security Keys.

14.2 The Owners Corporation must make Security Keys available to:

(a) Owners;

(b) persons authorised by the Owners Corporation; and

(c) owners and occupiers of the Tablet House Lot.

14.3 The Security Keys provided to persons under clause 14.2(c) need only provide access to the parts of the Building which those persons are entitled to access.

14.4 The Owners Corporation may charge a reasonable fee for a Security Key required by an Owner of a Lot.

14.5 An Owner of a Lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier of a Lot and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Owner or the Owners Corporation.

14.6 A person to whom a Security Key is made available must:

(a) not duplicate or copy the Security Key;

(b) immediately notify the Owners Corporation if the Security Key is lost, stolen or misplaced;

(c) when requested by the Owners Corporation, immediately return the Security Key to the Owners Corporation; and

(d) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

15. - Car Spaces

Use

15.1 On-site car parking spaces, except spaces allocated for visitors and service vehicles (i.e. the loading dock), must only be used by Owners and Occupiers of the Building. Persons who are not Owners or Occupiers are not permitted to use a car parking space

15.2 An Owner or Occupier may only use a car space attached to their Lot (if any) for the purposes of parking a Motor Vehicle and for storage of personal effects in a storage container approved in writing by the Owners Corporation. Storage of personal effects in car spaces other than in an approved storage container is prohibited.

15.3 An Owner or Occupier may not use any power point located on common property within the car parking area, regardless of whether a power point is attached to a lot, for the purpose of powering any electrical equipment on a continuing basis. Owners or Occupiers may only use these power sources for small appliances and on a short-term basis.

15.4 The Owners Corporation has the right to disconnect any power source used by an Owner or Occupier in contravention of 15.3 above.

Alterations or Fixtures

15.6 An Owner or Occupier must not attach any fixture including a door or cage or other like to a car space without the prior written consent of the Owners Corporation.

15.7 If an Owner or Occupier applies to the Owners Corporation for consent under By-law 15.6, that Owner or Occupier must satisfy the Owners Corporation that the erection of a fixture to a car space will not inhibit use of a car space by an adjoining Owner or Occupier.

16. - Car Wash Bay

The following terms and conditions apply to the use of the Car Wash Bays:

(a) the Car Wash Bays may only be used between the hours of 9.00 am and 5.00 pm or other hours as nominated from time to time by the Owners Corporation;

(b) the Car Wash Bays may only be used for the purpose of washing Motor Vehicles and boats;
and

(c) any other rules made by the Owners Corporation in relation to the use of the Car Wash Bays.

17. - Renovation Works

17.1 For the purposes of this by-law:

"Application" means a written application by an Owner to the Committee relating to their proposed Works including the following details:

a) the type of Works to be completed, including the brand and quality of the Works;

b) the supplier, manufacturer, installer, make, model and specifications of the Works;

c) a detailed plan of the proposed location of the Works;

d) evidence that the Works will not interfere with the quiet and peaceful enjoyment of other Owners;

- e) evidence that the Works will not interfere with the structural integrity of the Building;
- f) details of the contractors and/or tradesperson engaged to carry out the Works, including evidence that the contractors and/or tradespersons are properly licensed and qualified; confirmation that the contractors and/or tradespersons have effected all necessary policies of insurance, including any policy of insurance specifically requested by the Owners Corporation;
- g) approvals from the relevant statutory/regulatory Authority, including, if necessary, council approval; and
- h) a description of what approvals, if any, may be required from the Community Association and an outline of the steps that will be taken by the Owner to obtain those approvals;
- i) any other document reasonably required by the Committee.

"Approval" means written approval from the Owners Corporation (via the Committee) to the Owner in response to their Application, with or without conditions.

"Authority" means any government, governmental, semi-governmental, local government authority, administrative, fiscal or judicial body or tribunal, department, commission, public authority, tribunal, agency or entity or Minister;

"Costs" means all professional and trade costs/fees/disbursements incurred or associated with this by-law, the Works and Remedial Works and any damage caused as a result of the Works and/or Remedial Works;

"Direction" means a written direction from the Owners Corporation to the Owner relating to Works and/or Remedial Works;

"Indemnify" means the Owner indemnifying the Owners Corporation in respect of the Works and/or Remedial Works or anything arising from the Works and/or Remedial Works, including, but not limited to the following:

- a) all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;
- b) any sum payable by way of increased insurance premiums; and
- c) any costs or damages incurred by or for which the Owners Corporation is or becomes liable.

"Remedial Works" means repair, maintenance, replacement, removal and/or relocation of items installed as part of the Works or relating to the Works, and/or the Common Property affected by the Works;

"Works":

(a) means building works carried out by Owners at their Lots, so far as those works affect the adjacent common property, including but not limited to the following:-

(i) renovations to kitchens, laundries and/or bathrooms (but subject to clause 1.8.2 below);

(ii) installation of:-

- a) security screen doors;
- b) skylights;
- c) gas heating;
- d) exhaust fans;
- e) awnings;
- f) double glazed windows;

- g) air-conditioning units;
- h) storage containers in car spaces;

(iii) alterations to the layout of the plumbing and electrical system in the Lot;

(iv) any other works prescribed by the Strata Schemes Management Regulation 2016 from time to time.

(b) excludes the following works:

(i) additions to or alterations of the structure of a Lot or the structure of the Common Property, such as the removal, replacement or construction of walls. Such works require a separate by-law;

(ii) works affecting waterproofing, including complete bathroom renovations. Such works require a separate by-law;

(iii) works which change the external appearance of the Lot or the Building. Such works require a separate by-law;

(iv) installation of hard flooring (with or without underfloor heating system): by law no. 5 applies to these works.

(v) cosmetic works such as the following:

- a) installing or replacing hooks, nails, or screws for hanging paintings and other things on walls;
- b) painting;
- c) filling minor holes and cracks in internal walls;
- d) laying carpet;
- e) wall-papering;
- f) installing or replacing built-in wardrobes;
- g) installing new cabinets without penetrating Common Property wall or floor.

Owners may carry out these works without approval, but must ensure that any damage caused to the common property is repaired, and that the cosmetic works and any repairs are carried out in a competent and proper manner.

17.2 Prior to carrying out the Works, the Owner must make an Application to the Owners Corporation, via the Committee.

17.3 The Committee will consider the Application either within 14 days, or at the next Committee meeting following the receipt of the Application, and will advise the Owner whether or not all requirements have been satisfied or whether there are any additional reasonable requirements to be satisfied.

17.4 The Approval will not be unreasonably withheld and may be subject to:

(a) the adoption of an additional by-law authorising the Works as required by the Act, which by-law must contain substantially similar terms to that set out in this by-law; and/or

(a) the payment of a bond in an amount determined by the Committee, in its sole discretion.

17.5 The Approval may be subject to the Owner agreeing to pay a licence fee to the Owners Corporation, or agreeing to an alteration of the unit entitlement allocated to their lot, to reflect the Owner's use of an increased area of the common property. In these circumstances, a separate by-law will usually be required.

17.6 The Approval may be made subject to the payment of a bond by the Owner prior to commencement of works. The amount and terms of payment the bond will be at the sole discretion of the Committee.

17.7 The Approval may be made subject to the Owner confirming that protective floor coverings will be installed in carpeted common property areas, including but not limited to lifts and hallways. The Owner is responsible for the cost of engaging tradespeople to install such coverings, which cost may be recovered by the Owners Corporation from the bond paid by the Owner, or added to the Owner's ledger as if it were an unpaid contribution, with all the same rights of recovery available under the Act to apply.

17.8 The Owners Corporation may engage an expert (including but not limited to a qualified engineer or building consultant) to provide advice to assist in its determination of the Application.

17.9 In relation to clause 17.8 above, if the Owners Corporation engages an expert, all associated costs, fees and disbursements will be paid by the Owner.

17.10 The Owner is responsible for and must carry out Remedial Works when and where necessary, including by Direction.

17.11 The Works and Remedial Works must be carried out and completed:

- a) in a proper workmanlike manner and by licensed and/or accredited contractors;
- b) with due skill and care using proper materials;
- c) in compliance with all reasonable requirements of the Owners Corporation;
- d) in compliance with the Community Management Statement, the Architectural and Landscape Guidelines of both the Community Association and the Owners Corporation, and any reasonable requirements of the Community Association;
- e) (if applicable) with the consent of the Authority and in accordance with any conditions of that consent;
- f) in compliance with the Building Code of Australia and any other Australian Standards, as applicable;
- g) in keeping with the appearance of the Building in its style, colour, materials and overall design;
- h) in a way so as to not unreasonably interfere with the enjoyment of other Common Property areas or access to Lots in the strata scheme by other persons;
- i) between the hours of 8:00am and 6:00pm Monday to Friday (inclusive), 9:00am and 12 noon on Saturdays, and exclusive of Sundays and public holidays;
- j) in a way which minimises the disturbance to other Owners including but not limited to vibration, noise, dust and dirt;
- k) ensuring that the security of the Building is maintained throughout the performance of the Works and Remedial Works;
- l) promptly and completely removing all rubbish from the Building resulting from the Works and/or Remedial Works;
- m) keeping all areas of the Building as clean and tidy as possible; and
- n) promptly repairing any damage to any part of the Building caused by the Works and/or Remedial Works;

o) ensuring that the Owners Corporation is provided with all certificates issued for the Works, including certificates issued by an Authority and certificates of inspecting experts such as engineers and certifiers.

17.12 The Owner is responsible for and will bear all Costs.

17.13 If required by the Owners Corporation, the Owner must permit the Owners Corporation's expert or contractor to access their Lot for the purpose of inspecting the Works upon completion and submitting a report to the Owners Corporation (via the Committee) confirming that the Works have been completed in compliance with the requirements of this by-law and any additional conditions of the Approval.

17.14 Where the Owners Corporation has incurred Costs on behalf of an Owner (including the costs incurred in clause 10), the Owners Corporation may recover those Costs from the Owner, including charging those Costs to the Owner's lot account as if they were a contribution under the Act, with all the same rights of recovery to apply.

17.15 In the event Lot(s) or Common Property is/are damaged because of the Works or Remedial Works, the Owner will pay the Costs of rectifying the damage.

17.16 The Owners Corporation reserves the right to direct the Owner to remove, repair or replace any items installed as a part of the Works and/or Remedial Works in the event they do not comply with the requirements of this by-law.

17.17 If the Owner fails to comply with clause 13 above within 2 months of a Direction to the Owner, then the Owners Corporation may:

- a) enter upon any part of the Lot to carry out the work;
- b) carry out all work necessary to perform that obligation; and
- c) recover from the Owner any Costs relating to their carrying out of that work, including charging those Costs to the Owner's lot account as if those Costs were a contribution under the Act.

17.18 The Owner will sign all documents and do all things necessary to facilitate the matters the subject of this by-law.

17.19 The Owner will not claim upon the Owners Corporation's insurance in respect of anything arising out of the Works or the Remedial Works.

17.20 The Owner will Indemnify and will keep Indemnified the Owners Corporation.

18. - Visitor Car Parking

18.1 An Owner or Occupier of a Lot must not park a Vehicle in Visitor Car Parking.

18.2 A Permitted Person, other than an Owner or Occupier, may park a Vehicle in Visitor Car Parking for a consecutive period of up to 24 hours.

18.3 Visitor Car Parking is only for the parking of a vehicle used by a visitor or trades person subject to the permission of an Owner or Occupier of a Lot. Visitor Car Parking is not to be used in conjunction with an Owner or Occupiers' commercial enterprise or business.

19. - Residential use/Short Term Letting

19.1 For the purpose of this by-law:

"Costs" means all professional and trade costs, fees, expenses, and disbursements associated with any damage caused as a result of the use of a Lot in breach of this by-law;

"Council" means City of Sydney Council, its administrators, successors, and assigns, or any other organisation serving the same or similar function, and includes its employees and agents;

"Enforcement Costs" means the costs associated with the enforcement of this by-law, including but not limited to the cost to the Owners Corporation of engaging professional services, including legal services;

"Indemnify" means the Owner indemnifying the Owners Corporation in respect of the use of a Lot in breach of this by-law, including but not limited to the following:

(a) all actions, proceedings, claims, demands, costs, damages, and expenses which may be incurred by, brought, or made against the Owners Corporation;

(b) any sum payable by way of increased premiums; and

(c) any costs or damages for which the Owners Corporation is or becomes liable;

"Short-Term Accommodation" means the provision of temporary accommodation on a commercial basis for a period of less than 3 consecutive months, including but not limited to:

(a) Backpackers' accommodation;

(b) Bed and breakfast accommodation;

(c) Hotel or motel accommodation;

(d) Serviced apartments;

(e) Private hotel;

(f) Boarding house;

(g) Tourist or visitor accommodation; and

(h) Any other short-term rentals, including but not limited to the use of online services such as Airbnb, Stayz, Gumtree, or similar.

"Statutory Declaration" means a statutory declaration made by an Owner or Occupier in the form required by the Committee having regard to the contents of this by-law;

"The Plan" means Sydney Local Environmental Plan 2012 as amended from time to time, including any succeeding instrument.

19.2 Owners and Occupiers are prohibited from using, operating, or directly or indirectly facilitating the use of a Lot for Short-Term Accommodation, including by advertising the Lot or permitting the Lot to be advertised for Short-Term Accommodation.

19.3 If the Committee reasonably believes an Owner or Occupier is using, operating, or directly or indirectly facilitating the use of a Lot for Short-Term Accommodation, the Owners Corporation, via the Committee or Strata Manager, may:

(a) Request that the Owner and/or Occupier provide evidence of their compliance with this bylaw, including a copy of their Residential Tenancy Agreement or Council approval. Such evidence must meet the reasonable requirements of the Committee, which may include a Statutory Declaration; and/or

(b) Notify Council of the potential breach of The Plan and provide Council with all information and evidence needed to assist it to make a determination and take any necessary regulatory action; and/or

(c) Exercise its legislative right to enforce this by-law, which may result in the issuing of a penalty order against the Owner and/or Occupier by the NSW Civil & Administrative Tribunal for a sum of up to \$11,000.00 (as at the date of registration of this by-law and subject to change) and a costs order against the Owner for the recovery of the Owners Corporation's costs incurred in the legal proceedings; and/or

(d) Enter upon any part of the Lot to carry out the necessary investigation to confirm the Owner or Occupier's compliance with this by-law; and/or

(e) Refuse to provide additional Security Keys to the Owner or Occupier; and/or

(f) Deactivate the Owner or Occupier's Security Keys.

19.4 The Owner and/or Occupier is responsible for and will bear all Costs and Enforcement Costs.

19.5 The Owner and/or Occupier must promptly repair any damage to any part of the Building directly or indirectly caused by the Owner and/or Occupier's breach of this by-law.

19.6 Where the Owners Corporation has incurred Costs and/or Enforcement Costs on behalf of an Owner, the Owners Corporation may recover those Costs and/or Enforcement Costs from the Owner, including charging those Costs and/or Enforcement Costs to the Owner's lot account as if they were a contribution under the Act, with all associated rights of recovery under the Act.

19.7 The Owner and/or Occupier will include a copy of this by-law in every Residential Tenancy Agreement.

19.8 The Owner Indemnifies and will keep Indemnified the Owners Corporation.

19.9 Conditions in the Development Consent require:

(a) that the development must be for Residential Development;

(b) all Residential Lots must be either owner occupied or occupied by a tenant under a Residential Tenancy Agreement; and

(c) a certificate signed by the Owners Corporation certifying that all Residential Lots are either Owner occupied or are subject to residential leases under the Residential Tenancies Act, 1987 must be forwarded to Council within 12 months of the completion of the Building and every 12 months thereafter.

19.10 The Owners Corporation must provide the certification required by Council as specified in by-law 19.9(c).

19.11 An Owner or Occupier of a Residential Lot must, on written request by the Owners Corporation, provide the Owners Corporation with written notice, in the form reasonably required by Council and by the Owners Corporation, confirming compliance with the conditions of the Development Consent as they are set out in 19.9 above.

20. - Exclusive Use - McCafferys Tower Lift

20.1 The McCafferys Tower Owners and McCafferys Tower Occupiers have the exclusive use and enjoyment of the McCafferys Tower Lift.

20.2 The Owners Corporation continues to be responsible for the proper maintenance and keeping of the McCafferys Tower Lift in a state of good and serviceable repair.

20.3 The McCafferys Tower Owners are responsible for the costs incurred under by-law 20.2 (including any amount under by-law 20.4) for the McCafferys Tower Lift and must indemnify the Owners Corporation in this regard according to the relative proportions of their respective unit entitlement.

20.4 The Owners Corporation may make arrangements with third parties about performing its obligations under this by-law.

21. - Exclusive Use - McCafferys Tower Air Conditioning Plant

21.1 The McCafferys Tower Owners and the McCafferys Tower Occupiers have the exclusive use and enjoyment of the McCafferys Tower Air Conditioning Plant.

21.2 The Owners Corporation continues to be responsible for the proper maintenance and keeping of the McCafferys Tower Air Conditioning Plant in a state of good and serviceable repair.

21.3 The McCafferys Tower Owners are responsible for the costs incurred under by-law 21.2 (including any amount under bylaw 21.4) for the McCafferys Tower Air Conditioning Plant and must indemnify the Owners Corporation in this regard according to the relative proportions of their respective unit entitlement.

21.4 The Owners Corporation may make arrangements with third parties about performing its obligations under this by-law.

22. - Exclusive Use - Johns Court Lift

22.1 The Johns Court Owners and Johns Court Occupiers have the exclusive use and enjoyment of the Johns Court Lift

22.2 The Owners Corporation continues to be responsible for the proper maintenance and keeping of the Johns Court Tower Lift in a state of good and serviceable repair.

22.3 The Johns Court Tower Owners are responsible for the costs incurred under by-law 22.2 (including any amount under by-law 22.4) for the Johns Court Lift and must indemnify the Owners Corporation in this regard according to the relative proportions of their respective unit entitlement.

22.4 The Owners Corporation may make arrangements with third parties about performing its obligations under this by-law.

23. - Exclusive Use - Johns Court Air Conditioning Plant

23.1 The Johns Court Owners and the Johns Court Occupiers have the exclusive use and enjoyment of the Johns Court Air Conditioning Plant.

23.2 The Owners Corporation continues to be responsible for the proper maintenance and keeping of the Johns Court Air Conditioning Plant in a state of good and serviceable repair.

23.3 The Johns Court Owners are responsible for the costs incurred under by-law 23.2 (including any amount under by-law 23.4) for the Johns Court Air Conditioning Plant and must indemnify the Owners Corporation in this regard according to the relative proportions of their respective unit entitlement.

23.4 The Owners Corporation may make arrangements with third parties about performing its obligations under this by-law.

24. - Exclusive Use - Clifftop Air Conditioning Plant

24.1 The Clifftop Owners and the Clifftop Occupiers have the exclusive use and enjoyment of the Clifftop Air Conditioning Plant.

24.2 The Owners Corporation continues to be responsible for the proper maintenance and keeping of the Clifftop Air Conditioning Plant in a state of good and serviceable repair.

24.3 The Clifftop Owners are responsible for the costs incurred under by-law 24.2 (including any amount under bylaw 24.4) for the Clifftop Air Conditioning Plant and must indemnify the Owners Corporation in this regard according to the relative proportions of their respective unit entitlement.

24.4 The Owners Corporation may make arrangements with third parties about performing its obligations under this by-law.

25. - Appearance of lot

25.1 An Owner or Occupier 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.

25.2 An Owner or Occupier must not 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.

25.3 An Owner or Occupier must not erect advertising, flags or other signs on common property or within the Building in a way that can be viewed outside the Building except with the consent of the Owners Corporation. This restriction applies to materials advertising that a Lot is for sale or for lease.

26. - Children playing on common property

26.1 Any child under the age of 12 years for whom an Owner or Occupier is responsible may only use a common area while under the supervision of an Adult.

26.2 An Owner or Occupier must not permit any child for whom the Owner or Occupier is responsible, unless accompanied by an Adult exercising effective control, to be or remain on common property that is a car parking area or other area of possible danger or hazard to children including but not limited to the gymnasium, swimming pool, spa, or sauna.

27. - Noise

An Owner or Occupier, or any invitee of an Owner or Occupier, must not create any noise on a Lot or the common property likely to interfere with the peaceful enjoyment of another Owner or Occupier or of any person lawfully using common property.

28. - Lot access by owners corporation

28.1 The Owners Corporation may, by its agents, employees or contractors, enter on any part of any Lot for the purpose of carrying out the following work:

(a) work required or authorised to be carried out by the Owners Corporation in accordance with the Act;

(b) work required to be carried out by the Owners Corporation by a notice given to it by a public authority;

(c) work required or authorised to be carried out by the Owners Corporation by an order under the Act.

28.2 The Owners Corporation may, by its agents, employees or contractors, enter on any part of a Lot parcel for the purpose of determining whether any work is required to be carried out by the Owners Corporation in accordance with the Act.

28.3 In an emergency, the Owners Corporation may enter any part of a Lot for those purposes at any time.

28.4 In a case that is not an emergency, the Owners Corporation may enter any part of a Lot for those purposes with the consent of any Occupier of the Lot or, if the Occupier does not consent, in accordance with an order of the Tribunal.

28.5 A person must not obstruct or hinder an Owners Corporation in the exercise of its functions under this by-law.

28.6 An Owners Corporation may enter into an agreement with an Owner or Occupier to enter a Lot for the provision of amenities or services to the Lot or to the Owner or Occupier including but not limited to the installation, maintenance and/or inspection of:

- (a) Window safety devices
- (b) Work to rectify certain defects
- (c) Work required by public authority
- (d) Work required to be carried out under term or condition of by-law
- (e) Work that is duty of Owner or Occupier to carry out
- (f) Fire safety equipment.

29. - Keeping of Animals

This By-law has been developed to meet the needs of residents/occupiers who wish to accommodate pets within their lots and the responsibility of the Owners Corporation to ensure that the enjoyment of amenity, the safety and health (including avoiding exposure to allergies) of all residents including disabled persons and children of all ages continues uninterrupted at all times.

29.1 Subject to section 139(5) of the Strata Schemes Management Act 2015 (NSW) ("ACT") as amended from time to time an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep or bring an animal (except for a small caged bird or fish kept in a secure aquarium) onto their lot or the common property. The owners' corporation shall not unreasonably withhold its approval for keeping an animal on a lot or traversing common property and will provide the owner or occupier with written reasons for any refusal to grant approval.

One animal is permitted to reside within any one lot, having first been approved and registered by the Building Manager. Applications for additional animals will be reviewed by the strata committee on a case by case basis.

29.2 All owners or occupiers wishing to keep or bring an animal onto their lot must before-hand complete an application form and receive approval from the Building Manager.

29.3 A resident or occupier who is not the owner of the lot in which they reside must, as part of an application, provide written consent from their lot owner to have the animal in the owner's lot and notify the Building Manager if at any time that consent is withdrawn, in which case the animal must be removed.

29.4 No animal or pets shall be allowed on the premises including common areas unless they have first been approved and registered with the Building Manager.

29.5 All dogs, cats and other animal species requiring any type of government agency approval must be registered with the appropriate government agency, fitted with a microchip where possible and evidence of compliance and microchip number supplied with the application form.

29.6 All animals brought onto the common areas must be easily identified by microchip insertion or a name tag affixed to an attached collar.

29.7 Residents/occupiers or lot owners shall not allow any person to bring any animal or pet onto the premises that has not been approved and registered by the Building Manager. (For the protection and safety of residents and invitees including disabled people and children).

29.8 Animals and pets are permitted to use common areas for the purpose of transiting only and shall not be allowed to exercise, play, urinate or defecate on common property.

29.9 The animal owner must take such action as necessary to ensure that the animal does not urinate or defecate on common property or any other lot. In the event that the animal does urinate or defecate on common property or any lot, the owner must take action to promptly clean all areas of the lot and common property that are soiled by the animal, including by making use of, where applicable, a soiling bag, which must properly and hygienically be disposed of in the common property garbage receptacles secured in a sealed plastic or other impermeable wrapping and in such a manner that no offensive odours escape or which might attract vermin or other pests. Failure to comply will see the provisions of General Restrictions 29.26 apply.

Specific Restrictions:

29.10 Following are specific approval requirements which will apply to various types of animal or pet categories:

29.11 Dogs, other than any dog which falls within any recognised list (as determined by the current Strata Committee) of dangerous dog breeds, are permitted, provided that the full-grown weight of the dog shall not exceed 30 kilograms.

29.12 Registered companion animals are permitted and shall be subject to the requirements of the Companion Animal Act 1998 (NSW) as amended from time to time, the terms of which shall take preference to any restrictions contained in this bylaw.

29.13 An owner or occupier of a lot who keeps an assistance animal on the lot must, on request by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992 of the Commonwealth.

The following restrictions shall apply to ensure that the elements addressed in "Explanation" preamble are maintained to ensure the continued enjoyment of the premises apply to all residents as a community.

Dogs :

29.14 Are not permitted on common property unless properly leashed and under the direct control of a responsible person.

29.15 Are permitted in lifts, unless another occupant of the lift requests that the dog be removed.

29.16 Are permitted in lifts if carried by the registered owner or authorised person, or, alternatively standing if fitted with a controlling leash and in addition an appropriate muzzle. If it is standing and has no appropriate muzzle fitted the owner must wait to travel in a lift alone.

29.17 Cannot be left unattended on balconies, terraces or courtyards and it is the owner's responsibility to ensure that the dog does not bark anywhere in the resident's lot so as to generate a complaint from other residents.

Cats:

29.18 Must be contained within the resident's lot at all times other than for transporting across common property and must not be allowed to climb onto another resident's balcony, terrace or courtyard.

Birds:

29.19 Shall not be allowed on balconies if the animal attracts wild birds to any balcony, terrace or courtyard in the premises.

Rabbits/Guinea Pigs/ Reptiles:

29.20 Must be contained within the Lot.

General Restrictions:

29.21 Any hutch, tank or housing stored on a balcony must not be visible from outside the lot and must be kept clean and tidy so as not to create a nuisance to neighbours or attract vermin.

29.22 No animal waste can be disposed of using toilets within a lot or common areas.

29.23 No animal is permitted on common lawns and gardens or to enter the pool or gym areas.

29.24 All animals must be managed by and be under the control of the registered owner or authorised person whilst on common property.

29.25 Any animal which causes an adverse medical allergic reaction to any resident must be permanently removed from the premises unless the source of the allergic reaction is eliminated.

29.26 Any area of common property which has been fouled or dirtied by any animal shall be professionally cleaned and the cost thereof shall be borne by the animal's registered owner, lot owner or occupier.

Indemnity:

1 The owner of a lot in respect of which the owner or occupier has been permitted to keep, or bring, an animal, including an assistance animal, is liable for:

2 Any damage caused by the animal to any part of the common property or the property of any other lot owner, occupier or invitee;

3 Any injury caused by the animal to any other lot owner, occupier or invitee whilst on a lot or common property;

4 The cost of cleaning their animal's faeces or other animal waste from the common property, or the property of any other lot owner, occupier or invitee;

Compliance with rules:

If the complaint relates to a health or safety risk to residents the strata committee by email vote may determine that the animal or pet shall be removed within 7 days and stay removed pending a proper investigation. In the event of a complaint being made against the lot owner the strata committee shall ask the registered owner of the animal for a written response to the complaint. If the Strata Committee determines that the complaint is sustained, then upon written request the registered owners shall have 7 days to provide a written animal or pet management proposal for consideration by the strata committee. If the Strata Committee refuses to accept the management proposal as being satisfactory the animal or pet must be permanently removed within 7 days of the strata committee providing written advice to the lot owner and/or registered pet owner.

30. - The Cadigal Meeting Room

30.1 The Cadigal Meeting Room may be used by Occupiers in accordance with the requirements of the Residents' Handbook.

30.2 The Cadigal Meeting Room is available for use between 8.00am and 10.00pm and bookings must be made with the Building Manager.

30.3 Use of the Cadigal Meeting Room is conditional upon adherence to the room's terms of use.

30.4 The cost of rectifying any damage to the room, its fittings, equipment or furniture will be charged to the Owner of the Lot responsible and may be placed on the Owner ledger as if it were a contribution under the Act, with all the same rights of recovery to apply.

31. - Proxy Limits

31.1 The provisions of the Act apply so as to limit the number of proxies that may be held by one person at a general meeting of the Owners Corporation to seven (7).

31.2 Owners appointing a proxy must do so using the proxy form attached to the notice of meeting.

31.3 Owners appointing a proxy must complete that section of the proxy form which requires the Owner to nominate an alternate proxy.

31.4 Proxy forms must be returned to the Owners Corporation's strata manager at least 24 hours before the first general meeting at which the proxy is to be used.

31.5 The strata manager and/or secretary will consider the proxy forms and ensure that no one person is holding in excess of 7 proxies for the upcoming meeting.

31.6 If an Owner's first nominated proxy cannot accept the appointment as proxy because they already hold 7 proxies, the strata manager or secretary will inform the alternate proxy of their appointment.

31.7 If an Owner's alternate nominated proxy cannot accept the appointment as proxy because they already hold 7 proxies, the strata manager or secretary will inform the Owner. If there is still time for the Owner to submit a fresh proxy form 24 hours before the commencement of the meeting, the Owner may do so.

31.8 The secretary has the sole discretion to allocate proxies to nominated proxy holders in the order in which the proxy forms are received by the Owners Corporation.

32. - Unpaid Levies

32.1 If a levy is not paid when it falls due, it bears until paid simple interest at an annual rate of 10% or, if the Strata Schemes Management Regulation provides for another rate, that other rate.

32.2 Interest is not payable if the levy is paid not later than one month after it becomes due and payable.

32.3 The Owners Corporation may by resolution determine (either generally or in a particular case) that a levy is to bear no interest.

32.4 The Owners Corporation may keep a record of unpaid levies, interest accrued and the expenses incurred attempting to recover the amounts due, on the owner ledger for the Lot concerned.

32.5 The Owners Corporation may apply to either the Tribunal or a court for an order that an Owner pay any amounts unpaid at the end of 1 month after they become due and payable, together with any interest and the reasonable expenses of the Owners Corporation incurred in attempting to recover those amounts.

32.6 The Owners Corporation will not take action to recover an amount under this by-law unless it has given the person against whom the action is to be taken at least 21 days notice of the action.

32.7 To assist it in the recovery of unpaid amounts, the Owners Corporation may engage and instruct lawyers or other debt recovery professionals from time to time.

33. - Insurance Excess

33.1 For the purposes of this by-law, "Approval" means the written approval of the Owners Corporation, given to the Owner, with or without conditions.

33.2 An Owner must not, without Approval, do or permit anything which may invalidate, suspend or breach any insurance policy effected by the Owners Corporation, or increase the premium or excess payable on any such policy.

33.3 If the Owners Corporation gives an Owner Approval, it may impose conditions that include but may not be limited to the following:

(a) the Owner must reimburse the Owners Corporation for any increased premiums; or

(b) in the event that the Owner makes an insurance claim upon the Owners Corporation's insurance in respect of any thing or action the subject of the Approval, the Owner is responsible for any applicable excess.

33.4 Where the Owners Corporation's insurer has indemnified the Owners Corporation in respect of an Owner's improvement, fixture or fitting (which is not otherwise common property), and an Owner has received the benefit of that indemnification, the Owners Corporation may recover from that Owner:-

(a) any increase in premium arising from that successful claim; and

(b) the excess applicable to that successful claim.

33.5 The Owners Corporation may recover amounts from Owners under this by-law by charging those amounts to the Owner's Lot account as if they were a contribution under the Act, with all the same rights of recovery to apply.

33.6 Notwithstanding any provision in this by-law, an Owner must notify the Owners Corporation (via the Committee or Strata Manager) of anything that may invalidate, suspend or breach any insurance policy effected by the Owners Corporation, or increase the premium or excess payable on any such policy.

34. - Parking on Common Property

34.1 For the purpose of this by-law:

"**Costs**" means all professional and trade costs/fees/disbursements/expenses incurred or associated with this by-law and any action taken by the Owners Corporation under this by-law;

"**Removal Notice**" means a notice which:-

a. is in writing;

b. that is at least the size of an A4 piece of paper;

- c. is displayed prominently on the Motor Vehicle in a manner that is visible and draws the attention of the driver of the Motor Vehicle;
- d. is placed in a position or is in a material so that contents of the notice are not likely to be detrimentally affected by weather;
- e. describes the Motor Vehicle and specifies the registration number of the Motor Vehicle;
- f. states the date and time the notice was issued;
- g. states that the driver of the Motor Vehicle is in breach of Special By-Law 3;
- h. states that if the driver fails to move the Motor Vehicle from the Common Property or so that it no longer obstructs Common Property within the time stipulated in the notice (being not earlier than 5 days after the notice was displayed on the Motor Vehicle) the Motor Vehicle will be removed;
- i. contains contact details for the Owners Corporation (via a member of the Committee or the Building Manager or a delegate of the Owners Corporation).

"Towing" means pulling, towing, carrying or lifting a Motor Vehicle by any person or company that carries on the business of towing motor vehicles.

"Visitor" means the invitee, contractor, removalist, tradesperson or serviceperson of an Owner or the Owners Corporation.

34.2 Subject to clauses 34.3 and 34.4 below, an Owner or Occupier must not park or stand any Motor Vehicle or allow a Motor Vehicle to remain stationary on Common Property.

34.3 A Motor Vehicle may park or stand on Common Property only for the duration of unloading tools, materials and supplies from the Motor Vehicle if the person in charge of the Motor Vehicle is a tradesperson or a serviceperson of an Owner or Occupier.

34.4 A Motor Vehicle may park or stand on Common Property only for the duration of unloading and loading of articles from the Motor Vehicle to a Lot if the person in charge of the Motor Vehicle is a removalist instructed by an Owner or Occupier.

34.5 If the person in charge of a Motor Vehicle is a tradesperson or a serviceperson of the Owners Corporation, the said person may park or stand the Motor Vehicle in the car space designated for that purpose by the Owners Corporation without restriction.

34.6 In the event that a Motor Vehicle is obstructing the lawful use of Common Property or a Lot by any person, the responsible Owner or Occupier must direct the person in charge of the Motor Vehicle to move the Motor Vehicle to a more suitable location on a temporary basis.

34.7 An Owner or Occupier has a duty to inform his or her Visitors of the terms of this by-law, ensure that their Visitors comply with the terms of this by-law and direct their Visitors to leave the Building immediately if they do not comply with these by-laws.

34.8 If a person is in breach of this by-law, the Owners Corporation may issue a Removal Notice.

34.9 In the event that the requirements of the Removal Notice are not complied with within the period specified in the Removal Notice, the Owners Corporation is empowered under both this by-law and the Act to engage the services of such security, trade or other personnel as are appropriate to attend to the Towing of the Motor Vehicle to another place on Common Property or to the nearest place to which the Motor Vehicle may be lawfully moved or moved so that the Motor Vehicle no longer blocks an exit or entrance or otherwise obstructs the use of Common Property.

34.10 For the purpose of removing or moving the Motor Vehicle under clause 11 above, the Owners Corporation is taken to be the owner of the Motor Vehicle.

34.11 Nothing in this by-law operates to restrict or prevent the Owners Corporation from taking any other actions permitted by law to deal with or dispose of the Motor Vehicle.

34.12 An Owner or Occupier in breach of this by-law, including an Owner or Occupier who fails to comply with a Removal Notice, is responsible for all Costs. The Owners Corporation may recover all Costs from the Owner, including charging the Costs to the Owner's Lot account/Owner ledger as if those Costs were a contribution under the Act.

34.13 This by-law does not alter or remove and is without prejudice to any rights the Owners Corporation otherwise has under the Act.

34.14 The Owners Corporation may exercise its statutory right to seek recovery of all Costs incurred by the Owners Corporation from the person (who is not an Owner or Occupier) in breach of this by-law.

34.15 The Owners Corporation (via the Committee) may make rules about the control, management, operation, use and enjoyment of the Common Property for the purpose of enforcing this by-law and regulating parking at the Building. The rules must be consistent with the terms of this by-law.

35. - Occupancy Limitation

35.1 For the purpose of this by-law:

"Bedroom" means a room approved for use as a bedroom under, or indicated as a bedroom in any plans the subject of, a Planning Approval.

"Costs" means all professional and trade costs/fees/disbursements/expenses incurred or associated with any damage caused to property or injury to person sustained as a result of a breach of this by-law and includes Enforcement Costs;

"Enforcement Costs" means the costs associated with the enforcement of this by-law, including but not limited to the cost to the Owners Corporation engaging professional services including legal and/or strata management services;

"Indemnify" means the Owner indemnifying the Owners Corporation in respect of their breach, or their Occupiers' breach, of this by-law, which includes but is not limited to the following:

(a) all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;

(b) any sum payable by way of increased premiums; and

(c) any costs, penalties/fines or damages for which the Owners Corporation is or becomes liable;

"Maximum Number" means:

(a) in the case of a Lot with one Bedroom: up to two;

(b) in the case of a Lot with two Bedrooms: up to four;

(c) in the case of a Lot with three Bedrooms: up to six.

"Planning Approval" means a development consent within the meaning of the Environmental Planning and Assessment Act 1979; or

"Related to" has the meaning it is given by clause 36 of the Strata Schemes Management Regulation 2016, as amended from time to time;

35.2 Owners and Occupiers are responsible for ensuring that the number of Adults who reside at their Lot does not exceed the Maximum Number.

35.3 If the Committee reasonably believes an Owner or Occupier is using, operating, or directly or indirectly facilitating the use of a Lot in breach of this by-law, the Owners Corporation, via the Committee or strata manager, may:

(a) request that the Owner and/or Occupier provide evidence of their compliance with this by-law. Such evidence must meet the reasonable requirements of the Committee; and/or

(b) exercise its legislative right to enforce this by-law, which may result in the issuing of a penalty order against the Owner and/or Occupier by the NSW Civil and Administrative Tribunal in the sum of \$5,500.00 (as at the date of registration of this by-law and subject to change); and/or

(c) enter upon any part of the Lot to carry out the necessary investigation to confirm the Owner or Occupier's compliance with this by-law; and/or

(d) refuse to provide additional Security Keys to an Owner or Occupier; and/or

(e) de-activate an Owner or Occupier's Security Keys.

35.4 An Owner or Occupier is responsible for and will bear all Costs.

35.5 Where the Owners Corporation has incurred Costs on behalf of an Owner or Occupier, the Owners Corporation may recover those Costs from the Owner, including charging those Costs to the Owner's Lot account/Owner ledger as if they were a contribution under the Act, with all the same rights of recovery to apply.

35.6 In the event Lot(s) or common property is/are damaged as a result of an Owner or Occupier's breach of this by-law, the responsible Owner or Occupier must pay the costs of rectifying the damage.

35.7 Owners and Occupiers will sign all documents and do all things necessary to facilitate the matters the subject of this by-law.

35.8 Owners must include a copy of this by-law in every Residential Tenancy Agreement.

35.9 If an Occupier commits a breach of this by-law, the Owner must take immediate steps to terminate the Residential Tenancy Agreement.

35.10 Owners will Indemnify and will keep Indemnified the Owners Corporation.

36. - Window Safety Devices

36.1 For the purposes of this by-law:

"Costs" means all professional and trade costs/fees/disbursements;

"Indemnify" means the Owner indemnifying the Owners Corporation in respect of the Remedial Works or anything arising from the Remedial Works, including, but not limited to the following:

(a) all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;

(b) any sum payable by way of increased premiums; and

(c) any costs or damages for which the Owners Corporation is or becomes liable;

"Notice" means a written notice from an Owner or Occupier to the Owners Corporation via its Strata Manager informing the Owners Corporation of the need for Remedial Works at their Lot, including a written description and photographic evidence of the condition of the Window Safety Device as at the date of the Notice;

"Penalty" means the penalty or fine under section 118(1) of the Act;

"Remedial Works" means repair, maintenance, removal or replacement of the Window Safety Device and any other items installed as part of the Works, and/or Common Property affected by the Works;

"Window" means the following:

- (a) a Common Property window in a Lot that can be opened; and
- (b) the lowest level of the window opening is less than 1.7m above the surface of any internal floor of the Lot; and
- (c) that internal floor is 2m or more above the external surface of the ground below the window.

[An illustration of this definition is attached to this by-law and marked with the letter 'A']

"Window Safety Device" means a device meeting the following description that is capable of resisting an outward horizontal action of 250 newtons (or 25.5 kilogram-force):

- a. a child safety device that limits the maximum Window opening to 12.5cm or bars or grills that have gaps no bigger than 12.5cm; and
- b. the device is robust and childproof; and
- c. excludes ordinary flyscreens.

"Works" means the installation or affixing of a Window Safety Device on a Window in accordance with the Office of Fair Trading Window Safety Device Requirements Fact Sheet attached to this by-law and marked with the letter 'B'.

Works

36.2 The Owners Corporation is responsible for carrying out the Works at a Lot and will pay the Costs of carrying out the Works.

Remedial Works

36.3 Subject to clauses 4 and 5 below, the Owners Corporation is responsible for Remedial Works at a Lot and will pay the Cost of carrying out Remedial Works.

36.4 An Owner or Occupier of a Lot is responsible for determining if/when Remedial Works are required and must give Notice.

36.5 The Owners Corporation will make the final determination on whether or not Remedial Works are required and such determination will be at its sole discretion.

Access

36.6 An Owner and/or Occupier of a Lot must grant the Owners Corporation access to the Lot for the purpose of carrying out the Works, Remedial Works or determining if the Works or Remedial Works are required to be carried out at a Lot.

36.7 In the event the Owner or Occupier has agreed with the Owners Corporation on a day and time for access, and the Owners Corporation cannot gain access to the Lot on that agreed day and time due to any action or inaction of the Owner or Occupier, the relevant Owner or Occupier is responsible for any Costs incurred by the Owners Corporation for re-arranging the access.

Acknowledgement

36.8 Upon completion of the Works and the Remedial Works at a Lot, the Owner or Occupier of that Lot must sign a written acknowledgement form provided by the Owners Corporation for the purpose of confirming that Works or Remedial Works have been carried out at the Lot.

36.9 Prior to providing the written acknowledgement form as referred to in clause 10 above, the Owners Corporation may request an Occupier to provide a copy of their Residential Tenancy Agreement and proof of identity, such as a driver's licence or passport, as evidence that they are the tenant(s) identified in the Residential Tenancy Agreement.

Cost

36.10 Subject to clauses 2 and 3, where the Owners Corporation has incurred Costs on behalf of an Owner (including Costs referred to in clause 7), the Owners Corporation may recover those Costs from the Owner, including charging those Costs to the Owner's Lot account as if they were a contribution under the Act, with all the same rights of recovery to apply.

36.11 If the Owners Corporation receives a Penalty due to the action or inaction of an Owner or Occupier (including a Penalty issued due to an Owner or Occupier's breach of clause 4), the Owner of the Lot to which the Penalty relates is responsible for the Penalty in full and any Costs associated with the Penalty.

36.12 In the event the Owner responsible for the Penalty does not reimburse the Penalty and Costs to the Owners Corporation within 28 days of receiving written notice of the charges from the Owners Corporation, the Owners Corporation may charge the amount to the Owner's Lot account/Owner ledger, as if it were a contribution under Act, with all associated rights of recovery under the Act.

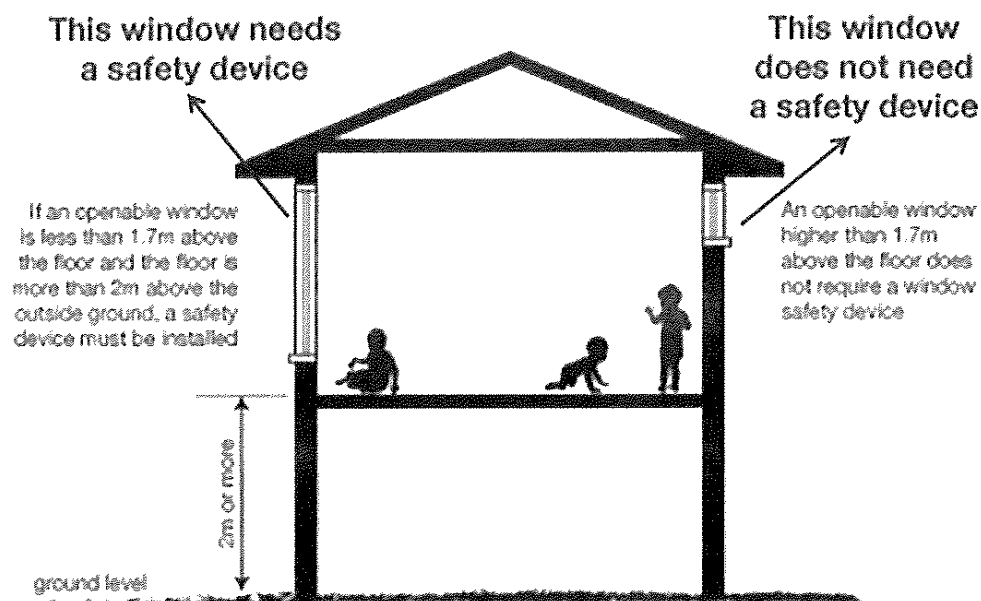
General obligations

36.13 Owners and Occupiers will sign all documents and do all things necessary to facilitate the matters the subject of this by-law.

36.14 Owners and Occupiers will not claim upon the Owners Corporation's insurance in respect of anything arising out of their use of the Window Safety Device.

36.15 The Owner will Indemnify and will keep indemnified the Owners Corporation.

ANNEXURE 'A'





FACT SHEET

September 2015

Window safety device requirements

In strata schemes

To prevent children falling from windows, all strata buildings in NSW must be fitted with devices that enable their windows to be locked at 12.5cm when the devices are engaged. Owners corporations must have devices installed on all common property windows above the ground floor by 13 March 2018. The safety devices must be robust and childproof.

Residents will still be able to open their windows. However, they will have the security of knowing that when the locks are engaged, children will be protected.

Did you know? Similar laws in New York resulted in a 96 per cent decrease in hospitalisations due to falls from windows.

Are there any alternatives to locks?

The alternative is security screens, such as bars or grills on the windows so long as they have gaps no bigger than 12.5cm. Flyscreens do not comply unless they are the reinforced security type and capable of resisting the very strong outward pressure which would prevent a child falling through.

For a handy window safety product guide, visit the Kids Don't Fly page on the Kids Health website at www.kidshealth.schn.health.nsw.gov.au. Information is provided in 11 languages.

Which windows does this apply to?

The laws apply to openable windows more than 2m above the ground floor outside and within a child's reach (less than 1.7m above the inside floor) – see the diagram below.

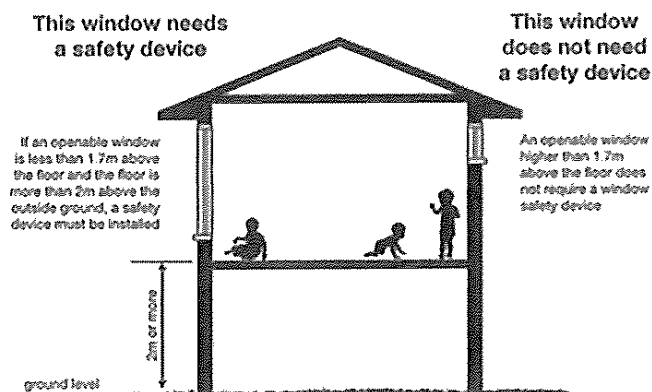
The details are explained in the Strata Schemes Management Regulation 2010.

When do the locks need to be installed?

If the window safety requirements are not met by 13 March 2018, owners corporations face fines. Leaving it to the last minute places your scheme at risk of not complying by the due date and leaves young children vulnerable to falls from windows in your scheme.

Lot owners may install a window safety device in their property at any time, letting the owners corporation know. Tenants must get written permission from their landlord before installing locks that require drilling. Landlords cannot refuse a tenant's request unless they have a very good reason.

Watch our 'Window locks and your rights' video for details on your rights and obligations as a tenant, landlord or strata owner when it comes to installing locks, available from our website and YouTube channel.



www.fairtrading.nsw.gov.au



FACT SHEET

September 2015

Will this mean the windows will never be able to open?

No. A window lock that allows the window to be fully opened, fully closed and also locked at 12.5cm complies with the legislation. When children are in the apartment, or on all common access areas such as stair landings, it makes sense to engage the locks at 12.5cm or less at all times to prevent falls.

How can we arrange for locks in our scheme that won't cost a fortune?

Window safety devices can be easy and cheap to install. It is not necessary to hire a consultant to do an initial assessment. Owners corporations may simply get quotes from a range of appropriately qualified tradespeople and then choose the best one. Refer to our short 'Window locks save lives' video series including a step-by-step DIY video 'How to install window locks', available from our website and YouTube channel.

If the windows have grills over them, do they still need locks?

If the grills or bars over the windows are no more than 12.5cm apart in width then they may comply with the regulation. The law requires the window safety devices to be robust and childproof. Remember, ordinary flyscreens do not comply as they are not strong enough to stop a child falling through a window and can provide a false sense of security.

Will the safety devices be included in the Tenancy Condition Report?

Landlords and tenants entering into a new tenancy agreement must use an up-to-date Residential Tenancy Condition Report which lists window safety devices. You can download the new condition report from the Forms page.

Where can I get more information?

If you are a tenant, go to the Asking to make an alteration page for information about making minor changes to your home including installing window locks.

If you are a landlord, go to the Alteration requests from your tenant page for more information.

If you own a strata unit, more information about your rights and responsibilities is available from the Repairs and maintenance in a strata scheme page.

If you need more details about the laws, please refer to the *Strata Schemes Management Act 1996* No 138 or call us on 13 32 20.

www.fairtrading.nsw.gov.au
Fair Trading enquiries 13 32 20
TTY 1300 723 404
Language assistance 13 14 60

This fact sheet must not be relied on as legal advice. For more information about this topic, refer to the appropriate legislation.

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37. - Disposal of Abandoned Goods on Common Property

37.1 For the purpose of this by-law:

"Disposal Notice" means a notice which:-

- (a) is in writing;
- (b) is at least the size of an A4 piece of paper;
- (c) is placed in a position or is in a material so that contents of the notice are not likely to be detrimentally affected by weather;
- (d) describes the goods;
- (e) states the date and time the notice was issued;
- (f) advises that the disposal is in breach of Special By-Law 4;
- (g) states that if the goods are not removed from the Common Property within the time stipulated in the notice (being not earlier than 5 days after the notice was placed on the goods), the Owners Corporation may dispose of the goods; and
- (h) contains contact details for the Owners Corporation (via a member of the Committee or the Building Manager or a delegate of the Owners Corporation).

"Record" means a record which contains the following details:

- (a) a description of the goods;
- (b) the date of the sale;
- (c) the name and address of the purchaser;
- (d) if sold by auction, the address of the principal place of business of the auctioneer.

37.2 An Owner or Occupier must not store, place or otherwise deposit anything (whether or not personal property and whether or not belonging to the Owner) on the Common Property, except:

- (a) With the written consent of the Committee; or
- (b) in areas provided for garbage disposal, and then only in accordance with By-Law 6 – Garbage Disposal.

37.3 If goods are so placed on Common Property in a manner that they block an entrance or exit, the Owners Corporation may immediately move the goods to another place on the Common Property.

37.4 The Owners Corporation may immediately dispose of perishable goods or rubbish left on Common Property without first issuing a Disposal Notice.

37.5 With respect to goods not covered by clause 4 above, the Owners Corporation may issue a Disposal Notice.

37.6 In the event the Disposal Notice is not complied with within the period specified in the Disposal Notice, the Owners Corporation is empowered under this by-law and the Act to dispose of the goods by selling them or in any other lawful manner. For that purpose the Owners Corporation is taken to be the owner of the goods.

37.7 The proceeds of a sale of goods under clause 6 above will be paid to the administrative fund of the Owners Corporation.

37.8 The Owners Corporation must make a Record of goods sold under this by-law and keep the record for a period of not less than 12 months after the disposal.

37.9 An Owner in breach of this by-law, including an Owner who fails to comply with a Disposal Notice, is responsible for all Costs. The Owners Corporation may recover all Costs from the Owner, including charging the Costs to the Owner's Lot account/Owner ledger as if those Costs were a contribution under the Act.

38. - Smoking on the Premises

38.1 For the purposes of this by-law:

(a) "smoke" means smoke, hold or otherwise have control over ignited tobacco or any other product including electronic smoking devices that is intended to be smoked and is ignited;

(b) "the property" means all Lots and the common property of the strata scheme;

(c) an owner of a Lot, and a director or shareholder of a corporate owner shall be an occupier of that Lot if he or she resides in the Lot.

38.2 An owner or occupier of a Lot must not smoke, or allow anyone else to smoke, within the property.

38.3 If a person, not being an owner or occupier of a Lot, smokes in the property the occupier of the Lot breaches this by-law unless:

(a) the occupier did not know, or could not reasonably be expected to have known, that the person was smoking in the property; or

(b) upon becoming aware that the person was smoking in the property, the owner or occupier asked the person smoking to cease smoking immediately or to leave the property immediately, and the person did so.

38.4 If a person, not being the owner or occupier of a Lot, smokes in the common property, the person, being an owner or occupier of a Lot, who invited that person into the common property or with whose permission the person remains on the common property breaches the by-law unless:

(a) he or she did not know, or could not reasonably be expected to have known, that the person was smoking in the property; or

(b) upon becoming aware that the person was smoking in the common property the owner or occupier asked the person smoking to leave the property immediately, and the person did so.

Special by-law no. 1 - Alteration to Part Lot 72 Car Park Space

That the current owner of Lot 72 Mark Reilly ("The Owner") shall be entitled to carry out the alterations and additions ("The Work") to the Lot as described in the schedule below and to the extent necessary - the Owners Corporation confers on the owner the exclusive use and enjoyment of those parts of the common property which is comprised in the work and any additions comprised in the work which will become common property subject to the following conditions:-

(a) the owner shall be responsible for the maintenance, upkeep and - whenever necessary - renewal or replacement of those parts of the common property the subject of this by-law;

(b) the work shall be carried out in accordance with any recommendations made by a representative of Bovis Lend Lease to ensure that the work is in keeping with the appearance of the rest of the storage spaces.

(c) the common property of the Strata Scheme including (but without limitation) the entranceways, hallways and other such areas shall be left in a clean and tidy condition at the end of each day and shall at all times be adequately protected against any damage which may be caused by the passage of goods, materials, tools and tradesmen;

(d) the owner shall ensure that the security of the building comprising the Strata Scheme is maintained throughout the performance of the work and that the front entrance door is not left open unless a suitably responsible person is in attendance at the entrance;

(e) the owner shall at his expense rectify all damage of whatsoever nature caused to any part of the common property in consequence of the performance of the work or in connection therewith;

(f) the work shall be of a style, construction, colour and texture in harmony with the appearance of the building comprised in the Strata Scheme and in particular;

(i) the construction of the cage must be in keeping with existing structures;

(ii) the cage door must be flush with the existing structural columns;

(iii) provide for the same clearance from the ceiling as the existing cage structure upon Lot 72

(g) the rights granted by this by law shall ensure only during the ownership of Lot 72 by owner. Prior to the sale or transfer of Lot 72 by the owner (or his executors or administrators) the work must be removed and the common property reinstated by the owner to its former state and condition and the exclusive use conferred under this by-law will end.

(h) if the work has not been removed and the common property reinstated in accordance with paragraph (h) of this by law prior to the sale of Lot 72 then the work must be removed and the common property reinstated by the successor in title to the owner at that successor's expense to its former state and condition.

and

the owner (and if the owner has not been removed and the common properly reinstated - then a successor in title) shall at all times keep the Owners Corporation fully indemnified in respect of any damage, losses, liabilities, costs, charges and expenses whatsoever arising from the performance or removal of the work.

Schedule

The enclosure by wire cage and cage doors and the exclusive use of that part of the common properly adjacent to the storeroom forming part of Lot 72 in the location upon the plan which has been exhibited to the meeting at which this by law is resolved and which have been placed with the minutes.

Special by-law no. 2 - Service of documents on owner of lot by owners corporation

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.

Special by-law no. 3 - Power to install additional security system

A Definitions:

i) In this by-law:

"**Owners**" means an owner or occupier of a Lot in strata scheme 69581.

"**Additional Security System**" means security cameras and equipment (including all cabling, monitors and ancillary equipment) in addition to the Existing Security System and installed in so much of the common property as is necessary (including all ancillary structures) to provide security for all Owners as depicted on the plans and drawings attached to the minutes of the meeting at which this by law is made.

"**Existing Security System**" means security cameras and equipment (including all cabling, monitors and ancillary equipment) installed in the common property to provide security for all Owners as at the date of the making of this by-law.

ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed under that Act.

B Powers & Duties

iii) The Owners Corporation shall have the following additional powers, authorities, duties and functions:

- a) the power to install the Additional Security System in the common property;
- b) the power to enter into arrangements with third parties from time to time for the purchase, installation, repair and replacement of the Additional Security System (or any part of it);
- c) the duty to keep the Additional Security System installed pursuant to this by-law in good and serviceable repair;
- d) the power to replace the Additional Security System (or any part of it) from time to time as determined by the Owners Corporation;
- e) the power to provide Owners, on terms and conditions determined by the Owners Corporation from time to time, any devices or information required to operate the Additional Security System; and
- f) the power to enter onto any part of the parcel to carry out its duties and functions under this by-law.

Special by-law no. 4 - Lots 98 and 107 – windscreen works on balconies

Rights

The Owner will have a special privilege to carry out the Windscreen Works and to keep the Windscreen Works to and on the common property, subject to the following conditions.*

Conditions

1. Before commencing the Windscreen Works, the relevant Owner must provide the Required Documents, obtain Approval and Insure.
2. While carrying out the Windscreen Works, the relevant Owner must comply with the Works Requirements

3. After completing the Windscreen Works, the relevant Owner must Submit, Certify and maintain.

4. At all times, the Owner must Indemnify and accept Liability and acknowledge that if the relevant Owner fails to comply with any obligation under this by-law, THEN the Owners Corporation may take steps to Remedy.

* See explanatory notes

Explanatory Notes

These notes form part of this by-law.

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

In this by-law, except when the context otherwise requires:

(a) the singular includes the plural and vice versa.

(b) words implying any gender encompass all genders. And

(c) references to any statutory rule or regulation include any variation re-enactment or replacement of that statutory rule or regulation.

Owners means the registered owners of Lot 98 and Lot 107 in the strata scheme.

Windscreens Works means the additions and alterations undertaken by the Owners (at the relevant Owners' cost and to remain the Owners' fixtures) to Lot 98 and Lot 107 respectively and that part of the common property (including all ancillary structures} affected by the work as described in, and in accordance with:

- Drawing No. SK1.000, SK1.001, SK1.002, SK2.001, SK2.002and SK 2.003 prepared by Daryl Jackson Robin Dyke Pty Ltd dated 28 June 2004;
- letter from Daryl Jackson Robin Dyke Ply Lid dated 20 July 2004; and
- letter from Windtech Consultants Ply Ltd dated 20 February 2004.

Copies of which are attached to the minutes of the meeting at which this by-law is made.

Condition 1 – Before commencing Windscreen Works

Required Documents means the plans, drawings, diagrams, approvals and any other documents reasonably required by the Owners Corporation and relevant to the Windscreen Works which the Owner must submit to the Owners Corporation.

Approval means approvals the Owner must obtain for the Windscreen Works from all relevant statutory authorities and an engineer nominated by the Owners Corporation (if considered necessary by the Owners Corporation).

Insure means the Owner must ensure that any party carrying out the Windscreen Works effects and maintains contractors all works insurance, insurance required under the Home Building Act 1989 (if applicable), workers compensation insurance and public liability insurance in the amount of \$10,000,000 and provides certificates of currency evidencing the insurance on request by the Owners Corporation.

Condition 2 – While carrying out Windscreen Works

Works Requirements means the following requirements (and any other requirements determined by the Owners Corporation with respect to carrying out the Windscreen Works from time to time) which the owner must comply with (at their cost) when carrying out the windscreen works.

The Owner must:

- transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation,
- protect all affected areas of the building outside their Lots from damage by the Windscreen Works or the transportation of construction materials, equipment, debris,
- keep all affected areas of the building outside their Lots clean and tidy throughout the performance of the Windscreen Works
- only perform the Windscreen Works at the times approved by the Owners Corporation,
- not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building,
- remove all debris resulting from the Windscreen Works immediately from the building, and
- comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Windscreen Works.

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

- in a proper and workmanlike manner and by duly licensed and insured contractors; and
- in accordance with the drawings and specifications approved by the local council (if applicable) and the Owners Corporation.

Condition 3 – After carrying out Windscreen Works

Submit means the Owner must submit Windscreen Works (including but not limited to Windscreen Works) relating to the completed Windscreen Works reasonably required by the Owners Corporation to be provided to the Owners Corporation by the Owner after completing the Windscreen Works.

Certify means the Owner must obtain certification for the Windscreen Works from the engineer nominated by the Owners Corporation (if considered necessary by the Owners Corporation).

Maintain means the Owner must properly maintain and keep the Windscreen Works and common property to which the Windscreen Works are erected or attached in a state of good and serviceable repair and/or replace the Windscreen Works or any part of them if considered necessary by the Owners Corporation.

Condition 4 – At all times

Indemnify means the relevant 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 Windscreen Works on the common property and/or for all costs of considering and making this by-law or obtaining certification of the Windscreen Works incurred by the Owners Corporation (including legal costs) and will pay those amounts to the Owners Corporation upon request.

Liability means the Owner's liability for any damage caused to any part of the common property as a result of the erection, attachment, removal or replacement of the Windscreen Works to the common property and the responsibility to make good that damage immediately after it has occurred.

Remedy means the Owners Corporation's right to:

- carry out all work necessary to perform that obligation,
- enter upon any part of the parcel to carry out that work, and
- recover the costs of carrying out that work from the relevant Owner as a debt (and include reference of that debt on levy notices and any other levy reports or information) and the relevant Owner acknowledges that any debt for which the Owner is liable under this by-law, is due and payable on written demand or at the direction of the Owners Corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

Special by-law no. 5 - Alteration to part lot 43 storage cage

That the current owner of Lot 43 Peter & Helen Devoy ("The Owner") shall be entitled to carry out the alterations and additions ("The Work") to the Lot as described in the schedule below and to the extent necessary – the Owners Corporation confers on the owner the exclusive use and enjoyment of those parts of the common property which is comprised in the work and any additions comprised in the work which will become common property subject to the following conditions:-

(a) the owner shall be responsible for the maintenance, upkeep and – whenever necessary – renewal or replacement of those parts of the common property the subject of this by-law;

(b) the work shall be carried out in accordance with any recommendations made by a representative of Bovis Lend Lease to ensure that the work is in keeping with the appearance of the rest of the storage spaces.

(c) the common property of the Strata Scheme including (but without limitation) the entranceways, hallways and other such areas shall be left in a clean and tidy condition at the end of each day and shall at all times be adequately protected against any damage which may be caused by the passage of goods, materials, tools and tradesmen;

(d) the owner shall ensure that the security of the building comprising the Strata Scheme is maintained throughout the performance of the work and that the front entrance door is not left open unless a suitably responsible person is in attendance at the entrance;

(e) the owner shall at his expense rectify all damage of whatsoever nature caused to any part of the common property in consequence of the performance of the work or in connection therewith;

(f) the work shall be of a style, construction, colour and texture in harmony with the appearance of the building comprised in the Strata Scheme and in particular,

(i) the construction of the cage must be in keeping with existing structures;

(ii) the cage door must be within the common area between the cage at Lot 43 and the cage at Lot 40 and in no way can obstruct the movement between cage Lot 40 or any other adjacent cage Lot.

(iii) provide for the same clearance from the ceiling as the existing cage structure upon Lot 43.

(g) the rights granted by this by law shall ensure only during the ownership of Lot 43 by the owner. Prior to the sale or transfer of Lot 43 by the owner (or his executors or administrators) the work must be removed and the common property reinstated by the owner to its former state and condition and the exclusive use conferred under this by-law will end.

(h) if the work has not been removed and the common property reinstated in accordance with paragraph (g) of this by law prior to the sale of Lot 43 then the work must be removed and the common property reinstated by the successor in title to the owner at that successor's expense to its former state and condition

and the owner (and if the owner has not been removed and the common property reinstated – then a successor in title) shall at all times keep the Owners Corporation fully indemnified in respect of any damage losses liabilities costs charges and expenses whatsoever arising from the performance or removal of the work.

Schedule

The enclosure by wire cage and cage door and the exclusive use of that part of the common properly adjacent to the storeroom forming part of Lot 43 in the location upon the plan which has been exhibited to the meeting at which this by law is resolved and which have been placed with the minutes (Annexure Referring to Exclusive Use By Law Lot 43). (motion put by Mr Devoy Lot 43)