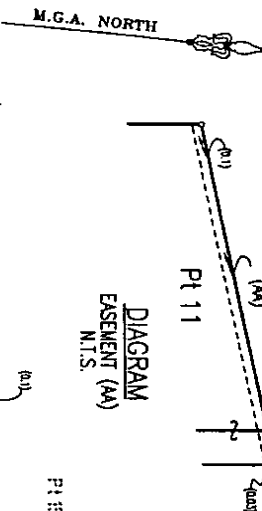


LOTS 10, 11, 12 & 13 ARE STRAITUM LOTS GENERALLY
LOCATED WITHIN PROMENADE/EASEMENT LEVEL 1 OF THE
KING STREET WHARF DEVELOPMENT

DIAGRAM
EASEMENT (AM)
N.T.S.



- EASEMENTS**
- (A) - EASEMENT FOR DRAINAGE OF WATER (AM) (D.P.1014625)
 - (AM) - EASEMENT TO PERMIT ENDORSEMENT STRUCTURE TO REMAIN (AM) (D.P.1014625)
 - (AM) - EASEMENT FOR SUPPORT & SHELTER (AM) (D.P.1014625) AFFECTS THE WHOLE OF LOTS 11 & 13 EXCEPT THOSE PARTS SHOWN IN DIAGRAM 1, SHEET 3 (D.P.1014625)
 - (AM) - EASEMENT FOR SUPPORT & SHELTER (AM) (D.P.1014625) AFFECTS THE WHOLE OF LOTS 10 & 12 AND THOSE PARTS OF LOTS 11 & 13 SHOWN IN DIAGRAM 1, SHEET 3
 - (AM) - EASEMENT FOR SERVICES (AM) (D.P.1014625) AFFECTS THE WHOLE OF LOTS 11 & 13 EXCEPT THOSE PARTS SHOWN IN DIAGRAM 1, SHEET 3
 - (AM) - EASEMENT FOR SERVICES (AM) (D.P.1014625) AFFECTS THE WHOLE OF LOTS 10 & 12 AND THOSE PARTS OF LOTS 11 & 13 SHOWN IN DIAGRAM 1, SHEET 3
 - (AM) - EASEMENT FOR PUBLIC ACCESS (AM) (D.P.1014625)
 - (AM) - EASEMENT FOR PUBLIC ACCESS (AM) (D.P.1014625)
 - (AM) - EASEMENT FOR UTILITY SERVICES (C) (D.P.1014625) AFFECTS THE WHOLE OF LOTS 10, 11, 12 & 13
 - (E) - EASEMENT FOR SERVICES (E) (D.P.1034170)
 - (E) - EASEMENT TO USE SERVICES ROOM VARIABLE WIDTH
 - (E) - EASEMENT FOR EXISTING SERVICES (AFFECTS WHOLE OF LOTS 10, 11, 12 & 13)
 - (E) - EASEMENT FOR ACCESS AND LOADING PURPOSES VARIABLE WIDTH
 - (F) - EASEMENT FOR SUPPORT (F) (D.P.1014625)
 - (G) - EASEMENT FOR FIRE STAIRS (G) (D.P.1014625) AFFECTS THE WHOLE OF LOTS 10, 11, 12 & 13

LOTS 10, 11, 12 & 13 ARE
LIMITED IN HEIGHT & PARTLY
LIMITED IN DEPTH AS SHOWN ON
THIS PLAN

KEY

LH RL - DENOTES THE SUBJECT PART
LOT IS LIMITED IN HEIGHT TO
THE LEVEL PLANE AT THE
NOTED RL AND IS UNLIMITED
IN DEPTH.

LH RAMP - DENOTES THE SUBJECT PART
LOT IS LIMITED IN HEIGHT TO
THE NOTED RAMP AND IS
UNLIMITED IN DEPTH.

LH RL - DENOTES THE SUBJECT PART
LOT IS LIMITED IN HEIGHT TO
THE LEVEL PLANE AT THE
NOTED RL AND IS LIMITED IN
DEPTH TO THE LEVEL PLANE AT
THE NOTED RL.

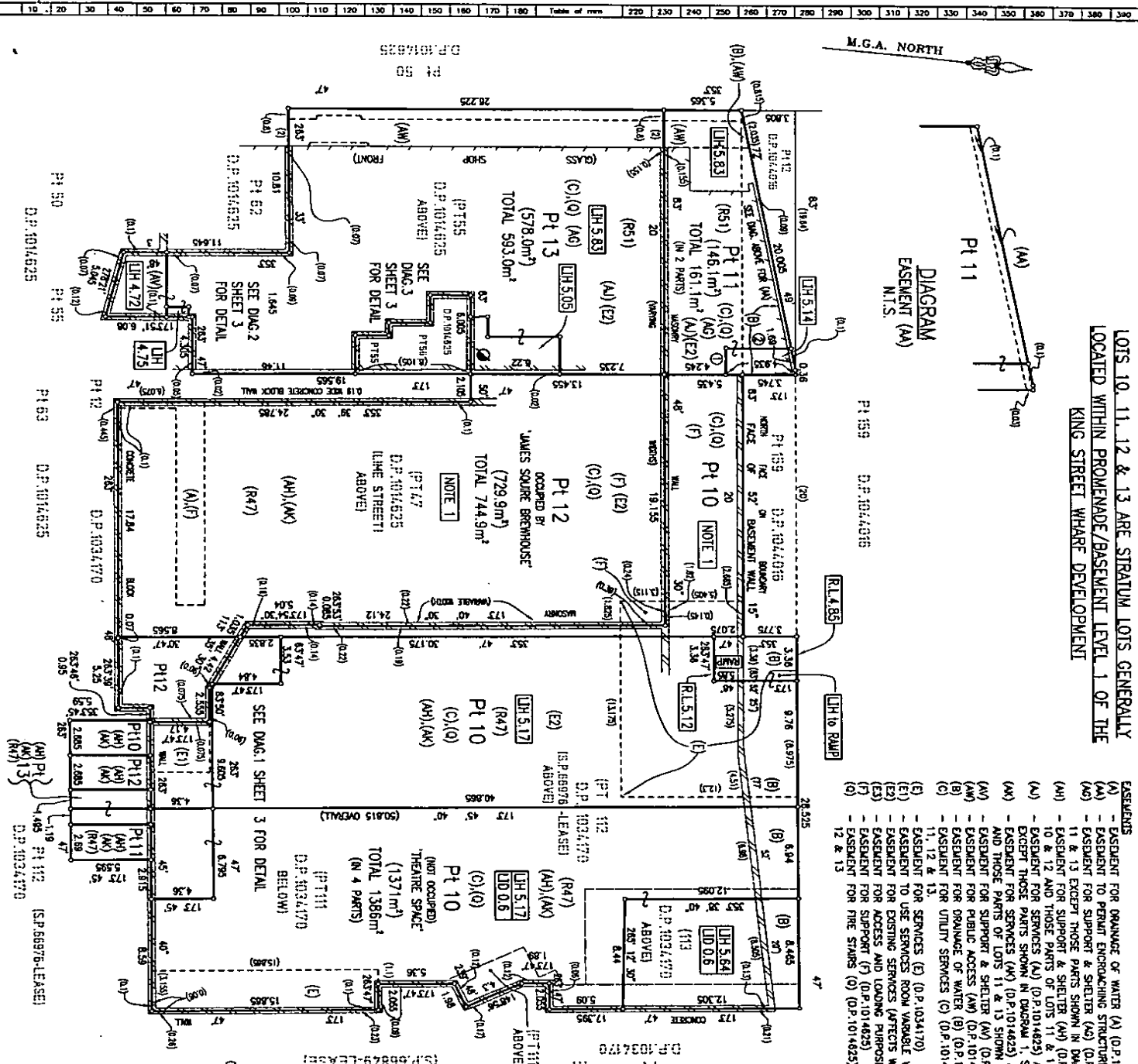
LH - DENOTES LIMITED IN HEIGHT.
UD - DENOTES LIMITED IN DEPTH.
RAMP - DENOTES SLOPING PLANE
BETWEEN THE NOTED RL &
- DENOTES CENTRE OF 0.14 WIDE
WALL

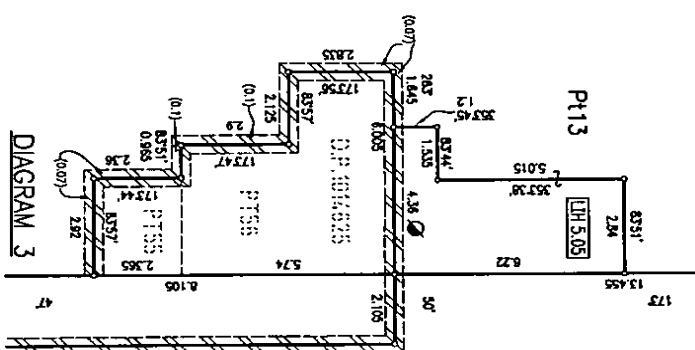
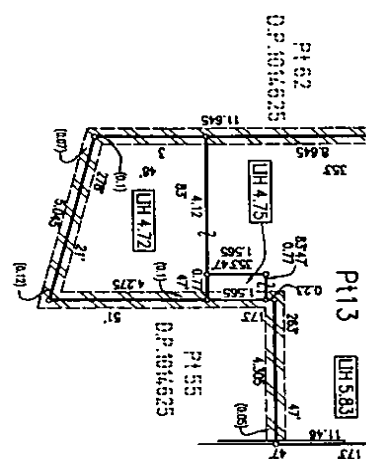
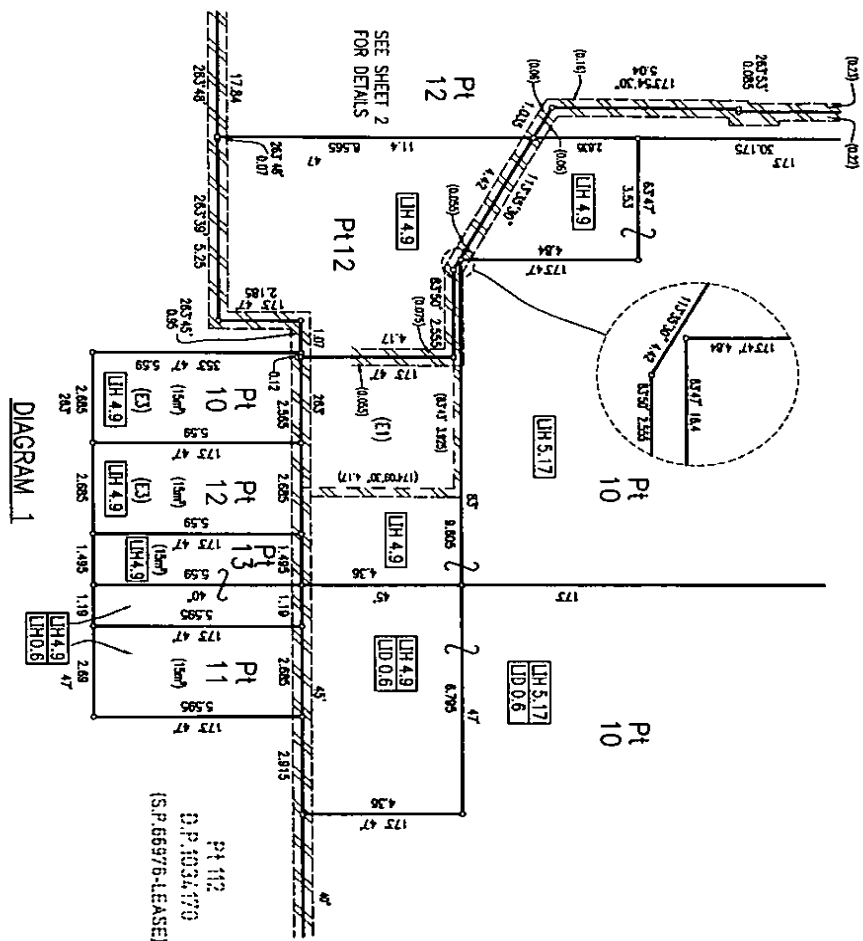
NOTE 1 - DENOTES SUBJECT LOT IS
UNLIMITED IN DEPTH AND
LIMITED IN HEIGHT TO THE
VARIOUS LEVEL & SLOPING
PLANES AS DEFINED ON
SHEET 4.

RESTRICTIONS ON THE USE OF LAND
SHOWN REFERRED TO IN
DIAGRAM 1, SHEET 3

RESTRICTIONS ON THE USE OF LAND
SHOWN REFERRED TO IN
DIAGRAM 1, SHEET 3

RESTRICTIONS ON THE USE OF LAND
SHOWN REFERRED TO IN
DIAGRAM 1, SHEET 3





REFER TO SHEET 2
FOR EXISTING EASEMENTS

EASEMENTS
(E1) - EASEMENT TO USE SERVICES
ROOM VARIABLE WIDTH
(E3) - EASEMENT FOR ACCESS
PURPOSES VARIABLE WIDTH

LOTS 10, 11, 12 & 13 ARE LIMITED IN HEIGHT & PARTLY LIMITED IN DEPTH AS SHOWN ON THIS PLAN

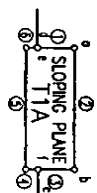
Plan Drawing only to appear in this space

Reduction Ratio: 1:100

SURVEYOR'S REFERENCE: 040204 XERTS

T1A - DENOTES TYPE 1 PLANTER

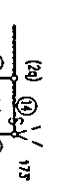
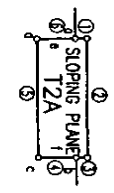
BOX BOUNDARY DETAIL - BOX "A"



BOX - DENOTES REQUIRED SLOPING PLANE BETWEEN
UP-DENOTES PLANE LIMITED IN DEPTH TO THE
UP-DENOTES PLANE LIMITED IN HEIGHT TO THE
UP-DENOTES PLANE LIMITED IN HEIGHT TO THE
UP-DENOTES PLANE LIMITED IN HEIGHT TO THE
UP-DENOTES PLANE LIMITED IN HEIGHT TO THE

T2A - DENOTES TYPE 2 PLANTER

BOX BOUNDARY DETAIL - BOX "A"

DIAGRAM 1
NOT TO SCALEDIAGRAM 2
NOT TO SCALEDIAGRAM 3
NOT TO SCALE

PART LOTS 10 & 12 ARE LIMITED IN
HEIGHT BY LOT 11 IN D.P. 10/4623 TO
THE UPPER SURFACE OF THE CONCRETE
STRUCTURE. THE UPPER SURFACE OF THE
CONCRETE STRUCTURE IS SHOWN BY THE
UPPER SURFACE OF THE CONCRETE
STRUCTURE. THE UPPER SURFACE OF THE
CONCRETE STRUCTURE IS SHOWN BY THE
UPPER SURFACE OF THE CONCRETE
STRUCTURE.

POINT	REL. POINT	REL.
10.1	10.1	10.1
10.2	10.2	10.2
10.3	10.3	10.3
10.4	10.4	10.4
10.5	10.5	10.5
10.6	10.6	10.6
10.7	10.7	10.7
10.8	10.8	10.8
10.9	10.9	10.9
10.10	10.10	10.10
10.11	10.11	10.11
10.12	10.12	10.12
10.13	10.13	10.13
10.14	10.14	10.14
10.15	10.15	10.15
10.16	10.16	10.16
10.17	10.17	10.17
10.18	10.18	10.18
10.19	10.19	10.19
10.20	10.20	10.20

No.	BEARING	DIST
1	173°41'	4.11
2	173°41'	4.09
3	173°41'	3.97
4	173°41'	3.75
5	173°41'	3.53
6	173°41'	3.31
7	173°41'	3.09
8	173°41'	2.87
9	173°41'	2.65
10	173°41'	2.43
11	173°41'	2.21
12	173°41'	1.99
13	173°41'	1.77
14	173°41'	1.55
15	173°41'	1.33
16	173°41'	1.11
17	173°41'	0.89
18	173°41'	0.67
19	173°41'	0.45
20	173°41'	0.23

POINT	REL. POINT	REL.
10.1	10.1	10.1
10.2	10.2	10.2
10.3	10.3	10.3
10.4	10.4	10.4
10.5	10.5	10.5
10.6	10.6	10.6
10.7	10.7	10.7
10.8	10.8	10.8
10.9	10.9	10.9
10.10	10.10	10.10
10.11	10.11	10.11
10.12	10.12	10.12
10.13	10.13	10.13
10.14	10.14	10.14
10.15	10.15	10.15
10.16	10.16	10.16
10.17	10.17	10.17
10.18	10.18	10.18
10.19	10.19	10.19
10.20	10.20	10.20

No.	BEARING	DIST	No.	BEARING	DIST
10.1	173°41'	4.11	10.1	173°41'	4.11
10.2	173°41'	4.09	10.2	173°41'	4.09
10.3	173°41'	3.97	10.3	173°41'	3.97
10.4	173°41'	3.75	10.4	173°41'	3.75
10.5	173°41'	3.53	10.5	173°41'	3.53
10.6	173°41'	3.31	10.6	173°41'	3.31
10.7	173°41'	3.09	10.7	173°41'	3.09
10.8	173°41'	2.87	10.8	173°41'	2.87
10.9	173°41'	2.65	10.9	173°41'	2.65
10.10	173°41'	2.43	10.10	173°41'	2.43
10.11	173°41'	2.21	10.11	173°41'	2.21
10.12	173°41'	1.99	10.12	173°41'	1.99
10.13	173°41'	1.77	10.13	173°41'	1.77
10.14	173°41'	1.55	10.14	173°41'	1.55
10.15	173°41'	1.33	10.15	173°41'	1.33
10.16	173°41'	1.11	10.16	173°41'	1.11
10.17	173°41'	0.89	10.17	173°41'	0.89
10.18	173°41'	0.67	10.18	173°41'	0.67
10.19	173°41'	0.45	10.19	173°41'	0.45
10.20	173°41'	0.23	10.20	173°41'	0.23

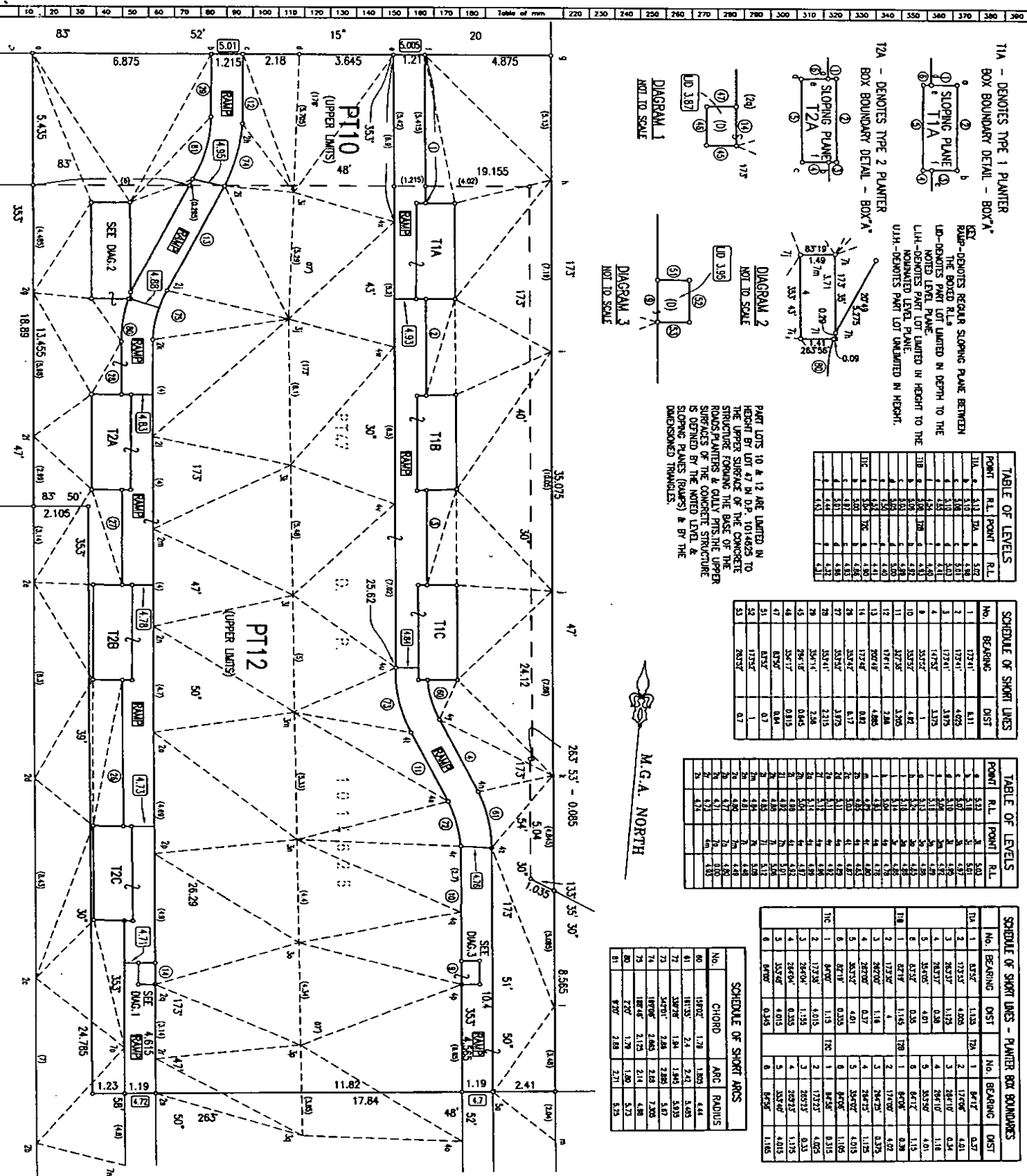
No.	CHORD	ARC	RADIUS
10.1	173°41'	1.76	1.00
10.2	173°41'	2.4	1.46
10.3	173°41'	3.1	2.0
10.4	173°41'	3.8	2.6
10.5	173°41'	4.5	3.2
10.6	173°41'	5.2	3.8
10.7	173°41'	5.9	4.4
10.8	173°41'	6.6	5.0
10.9	173°41'	7.3	5.6
10.10	173°41'	8.0	6.2
10.11	173°41'	8.7	6.8
10.12	173°41'	9.4	7.4
10.13	173°41'	10.1	8.0
10.14	173°41'	10.8	8.6
10.15	173°41'	11.5	9.2
10.16	173°41'	12.2	9.8
10.17	173°41'	12.9	10.4
10.18	173°41'	13.6	11.0
10.19	173°41'	14.3	11.6
10.20	173°41'	15.0	12.2

Admitted Person/Personnel/Personnel
For use when space is insufficient in any part on
Plan Form 2.

This is sheet
of the plan of
covered by subdivision certificate No.

Sample registered under Surveying Act 2002
3/1/05
M. J. M. M.

Registered:
This is sheet 4 of my plan in 4 sheets
dated 3/1/05





Land and Property Information NSW

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 113/1034170

SEARCH DATE	TIME	EDITION NO	DATE
24/5/2006	10:17 AM	2	20/3/2003

LAND

LOT 113 IN DEPOSITED PLAN 1034170
AT DARLING HARBOUR
LOCAL GOVERNMENT AREA: SYDNEY
PARISH OF ST PHILIP COUNTY OF CUMBERLAND
TITLE DIAGRAM: DP1034170

FIRST SCHEDULE

WATERWAYS AUTHORITY

SECOND SCHEDULE (36 NOTIFICATIONS)

1. THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN THE TITLE DIAGRAM
2. EASEMENTS FOR SUBJACENT AND LATERAL SUPPORT IMPLIED BY SECTION 8AA OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973. SEE SP66849, SP66850 AND SP66976
3. ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP66850
4. DP1014625 EASEMENT FOR UTILITY SERVICES (C) AFFECTING THE LAND ABOVE DESCRIBED
5. DP1014625 EASEMENT FOR UTILITY SERVICES (C) APPURTENANT TO THE LAND ABOVE DESCRIBED
6. DP1014625 EASEMENT FOR DRAINAGE (D) APPURTENANT TO THE LAND ABOVE DESCRIBED
7. DP1014625 EASEMENT FOR ACCESS TO PUMP ROOM (L) APPURTENANT TO THE LAND ABOVE DESCRIBED
8. DP1014625 EASEMENT FOR ACCESS AND USE OF LOADING DOCK (M) APPURTENANT TO THE LAND ABOVE DESCRIBED
9. DP1014625 EASEMENT FOR ACCESS AND USE OF SWITCH ROOMS (N) APPURTENANT TO THE LAND ABOVE DESCRIBED
10. DP1014625 EASEMENT FOR ACCESS AND USE OF SECURITY ROOM (P) APPURTENANT TO THE LAND ABOVE DESCRIBED
11. DP1014625 EASEMENT FOR FIRE STAIRS AND PASSAGES (Q) AFFECTING THE LAND ABOVE DESCRIBED
12. DP1014625 EASEMENT FOR FIRE STAIRS AND PASSAGES (Q) APPURTENANT TO THE LAND ABOVE DESCRIBED
13. DP1014625 EASEMENT FOR WATER INTAKE PIPES (T) APPURTENANT TO THE LAND ABOVE DESCRIBED
14. DP1014625 EASEMENT FOR USE OF CAR WASH BAY (U) APPURTENANT TO THE LAND ABOVE DESCRIBED

END OF PAGE 1 - CONTINUED OVER

lands:lgl-sstrang

PRINTED ON 24/5/2006

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Land and Property Information NSW

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 113/1034170

PAGE 2

SECOND SCHEDULE (36 NOTIFICATIONS) (CONTINUED)

15. DP1014625 EASEMENT FOR USE OF GARBAGE COMPACTUS ROOM (V)
APPURTENANT TO THE LAND ABOVE DESCRIBED
 16. DP1014625 EASEMENT FOR USE OF GARBAGE COMPACTUS ROOM (W)
APPURTENANT TO THE LAND ABOVE DESCRIBED
 17. DP1014625 EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN
(AA) APPURTENANT TO THE LAND ABOVE DESCRIBED
 18. DP1014625 EASEMENT FOR SUPPORT (AB) APPURTENANT TO THE LAND
ABOVE DESCRIBED
 19. DP1014625 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED 31 IN THE SEC.88B INSTRUMENT
 20. DP1014625 EASEMENT FOR SUPPORT AND SHELTER (AH) AFFECTING THE
LAND ABOVE DESCRIBED
 21. DP1014625 EASEMENT FOR SUPPORT AND SHELTER (AH) APPURTENANT TO
THE LAND ABOVE DESCRIBED
 22. DP1014625 EASEMENT FOR SERVICES (AK) AFFECTING THE LAND ABOVE
DESCRIBED
 23. DP1014625 EASEMENT FOR SERVICES (AK) APPURTENANT TO THE LAND
ABOVE DESCRIBED
 24. DP1014625 EASEMENT FOR WATER MAIN 3 METRE(S) WIDE AND VARIABLE
(AM) APPURTENANT TO THE LAND ABOVE DESCRIBED
 25. DP1014625 EASEMENT FOR ACCESS (AN) APPURTENANT TO THE LAND ABOVE
DESCRIBED
 26. DP1014625 EASEMENT FOR ACCESS OVER PATHWAYS (AP) APPURTENANT TO
THE LAND ABOVE DESCRIBED
 27. DP1014625 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED 47 IN THE SEC.88B INSTRUMENT
 28. DP1014625 EASEMENT TO USE PUMP ROOM (BB) APPURTENANT TO THE LAND
ABOVE DESCRIBED
 29. DP1034170 EASEMENT FOR SERVICES (B) AFFECTING THE PART(S) SHOWN
SO BURDENED IN THE TITLE DIAGRAM
 30. DP1034170 EASEMENT FOR SERVICES (B) APPURTENANT TO THE LAND
ABOVE DESCRIBED
 31. DP1034170 EASEMENT FOR FIRE STAIRS AND PASSAGES (C) AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
 32. DP1034170 EASEMENT FOR FIRE STAIRS AND PASSAGES (C) APPURTENANT
TO THE LAND ABOVE DESCRIBED
 33. DP1034170 EASEMENT FOR SUPPORT AND SHELTER (D) AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
 34. DP1034170 EASEMENT FOR SUPPORT AND SHELTER (D) APPURTENANT TO
THE LAND ABOVE DESCRIBED
 35. DP1034170 EASEMENT FOR OVERHANGS AND SIGNAGE 2, 2.6 AND 3.55
WIDE (K) APPURTENANT TO THE LAND ABOVE DESCRIBED
 36. 9468126 LEASE TO PERFECT STRANGER ENTERPRISES PTY LIMITED
EXPIRES: 27/11/2101.
- * AB409191 MORTGAGE OF LEASE 9468126 TO PERPETUAL NOMINEES
LIMITED

END OF PAGE 2 - CONTINUED OVER

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Department of Lands

Land and Property Information NSW

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 113/1034170

PAGE 3

NOTATIONS

UNREGISTERED DEALINGS: DM AC273755 ML AC273758 R AC318966.

*** END OF SEARCH ***

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Title search for title reference: 113/1034170
Your reference:



Land and Property Information NSW

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 114/1034170

SEARCH DATE	TIME	EDITION NO	DATE
24/5/2006	10:18 AM	1	21/11/2001

LAND

LOT 114 IN DEPOSITED PLAN 1034170
AT DARLING HARBOUR
LOCAL GOVERNMENT AREA: SYDNEY
PARISH OF ST PHILIP COUNTY OF CUMBERLAND
TITLE DIAGRAM: DP1034170

FIRST SCHEDULE

WATERWAYS AUTHORITY

SECOND SCHEDULE (38 NOTIFICATIONS)

1. THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN THE TITLE DIAGRAM
2. EASEMENTS FOR SUBJACENT AND LATERAL SUPPORT IMPLIED BY SECTION 8AA OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973. SEE SP66849, SP66850 AND SP66976
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8. DP1014625 EASEMENT FOR ACCESS AND USE OF LOADING DOCK (M) APPURTENANT TO THE LAND ABOVE DESCRIBED
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11. DP1014625 EASEMENT FOR FIRE STAIRS AND PASSAGES (Q) AFFECTING THE LAND ABOVE DESCRIBED
12. DP1014625 EASEMENT FOR FIRE STAIRS AND PASSAGES (Q) APPURTENANT TO THE LAND ABOVE DESCRIBED
13. DP1014625 EASEMENT FOR WATER INTAKE PIPES (T) APPURTENANT TO THE LAND ABOVE DESCRIBED
14. DP1014625 EASEMENT FOR USE OF CAR WASH BAY (U) APPURTENANT TO THE LAND ABOVE DESCRIBED

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LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 114/1034170

PAGE 2

SECOND SCHEDULE (38 NOTIFICATIONS) (CONTINUED)

- 15. DP1014625 EASEMENT FOR USE OF GARBAGE COMPACTUS ROOM (V)
APPURTENANT TO THE LAND ABOVE DESCRIBED
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APPURTENANT TO THE LAND ABOVE DESCRIBED
- 17. DP1014625 EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN
(AA) APPURTENANT TO THE LAND ABOVE DESCRIBED
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- 21. DP1014625 EASEMENT FOR SUPPORT AND SHELTER (AH) APPURTENANT TO
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- 22. DP1014625 EASEMENT FOR SERVICES (AK) AFFECTING THE LAND ABOVE
DESCRIBED
- 23. DP1014625 EASEMENT FOR SERVICES (AK) APPURTENANT TO THE LAND
ABOVE DESCRIBED
- 24. DP1014625 EASEMENT FOR CAR PARKING (AL) AFFECTING THE PART(S)
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 25. DP1014625 EASEMENT FOR WATER MAIN 3 METRE(S) WIDE AND VARIABLE
(AM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 26. DP1014625 EASEMENT FOR ACCESS (AN) APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 27. DP1014625 EASEMENT FOR ACCESS OVER PATHWAYS (AP) APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 28. DP1014625 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED 47 IN THE SEC.88B INSTRUMENT
- 29. DP1014625 EASEMENT TO USE PUMP ROOM (BB) APPURTENANT TO THE LAND
ABOVE DESCRIBED
- * 30. 8108580 CAVEAT BY AUSTRALIA AND NEW ZEALAND BANKING GROUP
LIMITED
- 31. DP1034170 EASEMENT FOR ACCESS (A) APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 32. DP1034170 EASEMENT FOR SERVICES (B) AFFECTING THE PART(S) SHOWN
SO BURDENED IN THE TITLE DIAGRAM
- 33. DP1034170 EASEMENT FOR SERVICES (B) APPURTENANT TO THE LAND
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- 35. DP1034170 EASEMENT FOR FIRE STAIRS AND PASSAGES (C) APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 36. DP1034170 EASEMENT FOR SUPPORT AND SHELTER (D) AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 37. DP1034170 EASEMENT FOR SUPPORT AND SHELTER (D) APPURTENANT TO
THE LAND ABOVE DESCRIBED

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Land and Property Information NSW

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 114/1034170

PAGE 3

SECOND SCHEDULE (38 NOTIFICATIONS) (CONTINUED)

38. DP1034170 EASEMENT FOR ACCESS (G) APPURTENANT TO THE LAND ABOVE
DESCRIBED

NOTATIONS

UNREGISTERED DEALINGS: R AC318966.

*** END OF SEARCH ***

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Title search for title reference: 114/1034170
Your reference:



Land and Property Information NSW

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP66850

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
24/5/2006	10:18 AM	2	26/2/2002

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 66850
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT DARLING HARBOUR
LOCAL GOVERNMENT AREA: SYDNEY
PARISH OF ST PHILIP COUNTY OF CUMBERLAND
TITLE DIAGRAM: SP66850

FIRST SCHEDULE

ESTATE: LEASEHOLD ESTATE CREATED BY LEASE 8123546

THE OWNERS - STRATA PLAN NO. 66850

ADDRESS FOR SERVICE OF NOTICES:

445 HARRIS ST
ULTIMO 2007

SECOND SCHEDULE (49 NOTIFICATIONS)

1. ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN .
2. THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN THE TITLE DIAGRAM
3. FEE SIMPLE IS COMPRISED IN 110/1034170
4. DP1014625 EASEMENT FOR UTILITY SERVICES (C) APPURTENANT TO THE LAND ABOVE DESCRIBED
5. DP1014625 EASEMENT FOR DRAINAGE (D) APPURTENANT TO THE LAND ABOVE DESCRIBED
6. DP1014625 EASEMENT FOR ACCESS TO PUMP ROOM (L) APPURTENANT TO THE LAND ABOVE DESCRIBED
7. DP1014625 EASEMENT FOR ACCESS AND USE OF LOADING DOCK (M) APPURTENANT TO THE LAND ABOVE DESCRIBED
8. DP1014625 EASEMENT FOR ACCESS AND USE OF SWITCH ROOMS (N) APPURTENANT TO THE LAND ABOVE DESCRIBED
9. DP1014625 EASEMENT FOR ACCESS AND USE OF SECURITY ROOM (P) APPURTENANT TO THE LAND ABOVE DESCRIBED
10. DP1014625 EASEMENT FOR FIRE STAIRS AND PASSAGES (Q) APPURTENANT TO THE LAND ABOVE DESCRIBED
11. DP1014625 EASEMENT FOR WATER INTAKE PIPES (T) APPURTENANT TO THE LAND ABOVE DESCRIBED
12. DP1014625 EASEMENT FOR USE OF CAR WASH BAY (U) APPURTENANT TO

END OF PAGE 1 - CONTINUED OVER

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Land and Property Information NSW

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP66850

PAGE 2

SECOND SCHEDULE (49 NOTIFICATIONS) (CONTINUED)

- THE LAND ABOVE DESCRIBED
13. DP1014625 EASEMENT FOR USE OF GARBAGE COMPACTUS ROOM (V)
APPURTENANT TO THE LAND ABOVE DESCRIBED
 14. DP1014625 EASEMENT FOR USE OF GARBAGE COMPACTUS ROOM (W)
APPURTENANT TO THE LAND ABOVE DESCRIBED
 15. DP1014625 EASEMENT FOR SEWER TANK AND PUMP (Z) AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
 16. DP1014625 EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN
(AA) APPURTENANT TO THE LAND ABOVE DESCRIBED
 17. DP1014625 EASEMENT FOR SUPPORT (AB) APPURTENANT TO THE LAND
ABOVE DESCRIBED
 18. DP1014625 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED 31 IN THE SEC.88B INSTRUMENT
 19. DP1014625 EASEMENT FOR SUPPORT AND SHELTER (AH) APPURTENANT TO
THE LAND ABOVE DESCRIBED
 20. DP1014625 EASEMENT FOR SERVICES (AK) APPURTENANT TO THE LAND
ABOVE DESCRIBED
 21. DP1014625 EASEMENT FOR CAR PARKING (AL) AFFECTING THE PART(S)
SHOWN SO BURDENED IN THE TITLE DIAGRAM
 22. DP1014625 EASEMENT FOR WATER MAIN 3 METRE(S) WIDE AND VARIABLE
(AM) APPURTENANT TO THE LAND ABOVE DESCRIBED
 23. DP1014625 EASEMENT FOR ACCESS (AN) APPURTENANT TO THE LAND ABOVE
DESCRIBED
 24. DP1014625 EASEMENT FOR ACCESS OVER PATHWAYS (AP) APPURTENANT TO
THE LAND ABOVE DESCRIBED
 25. DP1014625 EASEMENT FOR SUBSTATION VENTILATION DUCTS (AS)
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
 26. DP1014625 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED 47 IN THE SEC.88B INSTRUMENT
 27. DP1014625 EASEMENT TO USE PUMP ROOM (BB) APPURTENANT TO THE LAND
ABOVE DESCRIBED
 28. EASEMENTS FOR SUBJACENT AND LATERAL SUPPORT IMPLIED BY SECTION 8AA
OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973. SEE
SP66849, SP66850 AND SP66976
 29. ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED
WITH SP66850
 30. DP1014625 EASEMENT FOR UTILITY SERVICES (C) AFFECTING THE LAND
ABOVE DESCRIBED
 31. DP1014625 EASEMENT FOR FIRE STAIRS AND PASSAGES (Q) AFFECTING
THE LAND ABOVE DESCRIBED
 32. DP1014625 EASEMENT FOR SUPPORT AND SHELTER (AH) AFFECTING THE
LAND ABOVE DESCRIBED
 33. DP1014625 EASEMENT FOR SERVICES (AK) AFFECTING THE LAND ABOVE
DESCRIBED
 34. DP1034170 EASEMENT FOR ACCESS (A) AFFECTING THE PART(S) SHOWN SO

END OF PAGE 2 - CONTINUED OVER

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Department of Lands

Land and Property Information NSW

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP66850

PAGE 3

SECOND SCHEDULE (49 NOTIFICATIONS) (CONTINUED)

-
- BURDENED IN THE TITLE DIAGRAM
35. DP1034170 EASEMENT FOR ACCESS (A) APPURTENANT TO THE LAND ABOVE DESCRIBED
36. DP1034170 EASEMENT FOR SERVICES (B) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
37. DP1034170 EASEMENT FOR SERVICES (B) APPURTENANT TO THE LAND ABOVE DESCRIBED
38. DP1034170 EASEMENT FOR FIRE STAIRS AND PASSAGES (C) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
39. DP1034170 EASEMENT FOR FIRE STAIRS AND PASSAGES (C) APPURTENANT TO THE LAND ABOVE DESCRIBED
40. DP1034170 EASEMENT FOR SUPPORT AND SHELTER (D) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
41. DP1034170 EASEMENT FOR SUPPORT AND SHELTER (D) APPURTENANT TO THE LAND ABOVE DESCRIBED
42. DP1034170 EASEMENT FOR SERVICES (E) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
43. DP1034170 EASEMENT FOR SERVICES (E) APPURTENANT TO THE LAND ABOVE DESCRIBED
44. DP1034170 EASEMENT FOR AIR INTAKE 1.1 WIDE (F) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
45. DP1034170 EASEMENT FOR ACCESS (G) APPURTENANT TO THE LAND ABOVE DESCRIBED
46. DP1034170 EASEMENT FOR ACCESS TO GREASE ARRESTOR ROOM 1 WIDE (H) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
47. DP1034170 EASEMENT FOR SERVICES OVER EXISTING LINE OF PIPES (I) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
48. DP1034170 EASEMENT FOR SERVICES (J) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
49. DP1034170 EASEMENT FOR OVERHANGS AND SIGNAGE 2, 2.6 AND 3.55 WIDE (K) APPURTENANT TO THE LAND ABOVE DESCRIBED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000)

STRATA PLAN 66850

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 814	2	- 654	3	- 674	4	- 640
5	- 1085	6	- 710	7	- 704	8	- 696
9	- 696	10	- 878	11	- 930	12	- 529

13 - 498	14 - 510	15 - 510	16 - 505
17 - 492	18 - 684	19 - 832	20 - 652
21 - 672	22 - 640	23 - 1124	24 - 710
25 - 716	26 - 710	27 - 710	28 - 890
29 - 955	30 - 470	31 - 505	32 - 519

END OF PAGE 3 - CONTINUED OVER

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Land and Property Information NSW

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP66850

PAGE 4

SCHEDULE OF UNIT ENTITLEMENT

(AGGREGATE: 100000) (CONTINUED)

STRATA PLAN 66850

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
33 - 516		34 - 510		35 - 498		36 - 696	
37 - 852		38 - 665		39 - 684		40 - 652	
41 - 1162		42 - 724		43 - 730		44 - 724	
45 - 722		46 - 930		47 - 1002		48 - 542	
49 - 510		50 - 525		51 - 524		52 - 518	
53 - 506		54 - 710		55 - 878		56 - 995	
57 - 1072		58 - 1286		59 - 736		60 - 744	
61 - 736		62 - 782		63 - 786		64 - 518	
65 - 532		66 - 532		67 - 524		68 - 524	
69 - 722		70 - 956		71 - 1072		72 - 1149	
73 - 2060		74 - 1672		75 - 1098		76 - 749	
77 - 524		78 - 536		79 - 536		80 - 532	
81 - 532		82 - 744		83 - 1006		84 - 1149	
85 - 1228		86 - 2189		87 - 1802		88 - 1162	
89 - 782		90 - 532		91 - 542		92 - 542	
93 - 536		94 - 536		95 - 762		96 - 1355	
97 - 1188		98 - 1265		99 - 2317		100 - 1930	
101 - 1265		102 - 800		103 - 537		104 - 550	
105 - 722		106 - 890		107 - 2182		108 - 2310	
109 - 3220		110 - 2446		111 - 1672		112 - 638	
113 - 682		114 - 65		115 - 65		116 - 65	
117 - 65		118 - 65		119 - 65		120 - 65	
121 - 65							

NOTATIONS

UNREGISTERED DEALINGS: R AC318966.

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Title search for title reference: cp/SP66850

Your reference:



Land and Property Information NSW

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP66849

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
24/5/2006	10:19 AM	3	23/4/2004

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 66849
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT DARLING HARBOUR
LOCAL GOVERNMENT AREA: SYDNEY
PARISH OF ST PHILIP COUNTY OF CUMBERLAND
TITLE DIAGRAM: SP66849

FIRST SCHEDULE

ESTATE: LEASEHOLD ESTATE CREATED BY LEASE 8123350

THE OWNERS - STRATA PLAN NO. 66849

ADDRESS FOR SERVICE OF NOTICES:

445 HARRIS ST
ULTIMO 2007

SECOND SCHEDULE (45 NOTIFICATIONS)

1. ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
2. THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1034170
3. EASEMENTS FOR SUBJACENT AND LATERAL SUPPORT IMPLIED BY SECTION 8AA OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973. SEE SP66849, SP66850 AND SP66976
4. DP1014625 EASEMENT FOR DRAINAGE OF WATER (B) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
5. ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP66850
6. DP1014625 EASEMENT FOR UTILITY SERVICES (C) APPURTENANT TO THE LAND ABOVE DESCRIBED
7. DP1014625 EASEMENT FOR DRAINAGE (D) APPURTENANT TO THE LAND ABOVE DESCRIBED
8. DP1014625 EASEMENT FOR ACCESS TO PUMP ROOM (L) APPURTENANT TO THE LAND ABOVE DESCRIBED
9. DP1014625 EASEMENT FOR ACCESS AND USE OF LOADING DOCK (M) APPURTENANT TO THE LAND ABOVE DESCRIBED
10. DP1014625 EASEMENT FOR ACCESS AND USE OF SWITCH ROOMS (N) APPURTENANT TO THE LAND ABOVE DESCRIBED
11. DP1014625 EASEMENT FOR ACCESS AND USE OF SECURITY ROOM (P)

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Land and Property Information NSW

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP66849

PAGE 2

SECOND SCHEDULE (45 NOTIFICATIONS) (CONTINUED)

12. DP1014625 APPURTENANT TO THE LAND ABOVE DESCRIBED
EASEMENT FOR FIRE STAIRS AND PASSAGES (Q) APPURTENANT
TO THE LAND ABOVE DESCRIBED
13. DP1014625 EASEMENT FOR WATER INTAKE PIPES (T) APPURTENANT TO THE
LAND ABOVE DESCRIBED
14. DP1014625 EASEMENT FOR USE OF CAR WASH BAY (U) APPURTENANT TO
THE LAND ABOVE DESCRIBED
15. DP1014625 EASEMENT FOR USE OF GARBAGE COMPACTUS ROOM (V)
APPURTENANT TO THE LAND ABOVE DESCRIBED
16. DP1014625 EASEMENT FOR USE OF GARBAGE COMPACTUS ROOM (W)
APPURTENANT TO THE LAND ABOVE DESCRIBED
17. DP1014625 EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN
(AA) APPURTENANT TO THE LAND ABOVE DESCRIBED
18. DP1014625 EASEMENT FOR SUPPORT (AB) APPURTENANT TO THE LAND
ABOVE DESCRIBED
19. DP1014625 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED 31 IN THE SEC.88B INSTRUMENT
20. DP1014625 EASEMENT FOR SUPPORT AND SHELTER (AH) APPURTENANT TO
THE LAND ABOVE DESCRIBED
21. DP1014625 EASEMENT FOR SERVICES (AK) APPURTENANT TO THE LAND
ABOVE DESCRIBED
22. DP1014625 EASEMENT FOR WATER MAIN 3 METRE(S) WIDE AND VARIABLE
(AM) APPURTENANT TO THE LAND ABOVE DESCRIBED
23. DP1014625 EASEMENT FOR ACCESS OVER PATHWAYS (AP) APPURTENANT TO
THE LAND ABOVE DESCRIBED
24. DP1014625 EASEMENT FOR ACCESS (AN) APPURTENANT TO THE LAND ABOVE
DESCRIBED
25. DP1014625 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED 47 IN THE SEC.88B INSTRUMENT
26. DP1014625 EASEMENT TO USE PUMP ROOM (BB) APPURTENANT TO THE LAND
ABOVE DESCRIBED
27. DP1014625 EASEMENT FOR UTILITY SERVICES (C) AFFECTING THE LAND
ABOVE DESCRIBED
28. DP1014625 EASEMENT FOR FIRE STAIRS AND PASSAGES (Q) AFFECTING
THE LAND ABOVE DESCRIBED
29. DP1014625 EASEMENT FOR SUPPORT AND SHELTER (AH) AFFECTING THE
LAND ABOVE DESCRIBED
30. DP1014625 EASEMENT FOR SERVICES (AK) AFFECTING THE LAND ABOVE
DESCRIBED
31. DP1034170 EASEMENT FOR ACCESS (A) AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM
32. DP1034170 EASEMENT FOR ACCESS (A) APPURTENANT TO THE LAND ABOVE
DESCRIBED
33. DP1034170 EASEMENT FOR SERVICES (B) AFFECTING THE PART(S) SHOWN
SO BURDENED IN THE TITLE DIAGRAM
34. DP1034170 EASEMENT FOR SERVICES (B) APPURTENANT TO THE LAND

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Land and Property Information NSW

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP66849

PAGE 3

SECOND SCHEDULE (45 NOTIFICATIONS) (CONTINUED)

-
- ABOVE DESCRIBED
35. DP1034170 EASEMENT FOR FIRE STAIRS AND PASSAGES (C) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
 36. DP1034170 EASEMENT FOR FIRE STAIRS AND PASSAGES (C) APPURTENANT TO THE LAND ABOVE DESCRIBED
 37. DP1034170 EASEMENT FOR SUPPORT AND SHELTER (D) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
 38. DP1034170 EASEMENT FOR SUPPORT AND SHELTER (D) APPURTENANT TO THE LAND ABOVE DESCRIBED
 39. DP1034170 EASEMENT FOR SERVICES (E) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
 40. DP1034170 EASEMENT FOR SERVICES (E) APPURTENANT TO THE LAND ABOVE DESCRIBED
 41. DP1034170 EASEMENT FOR ACCESS (G) APPURTENANT TO THE LAND ABOVE DESCRIBED
 42. DP1034170 EASEMENT FOR ACCESS TO GREASE ARRESTOR ROOM 1 WIDE (H) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
 43. DP1034170 EASEMENT FOR OVERHANGS AND SIGNAGE 2, 2.6 AND 3.55 WIDE (K) APPURTENANT TO THE LAND ABOVE DESCRIBED
 44. FEE SIMPLE COMPRISED IN 111/1034170
 45. AA585531 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000)

STRATA PLAN 66849

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 516	2	- 399	3	- 410	4	- 398
5	- 692	6	- 469	7	- 474	8	- 469
9	- 444	10	- 453	11	- 316	12	- 319
13	- 316	14	- 319	15	- 323	16	- 362
17	- 528	18	- 407	19	- 410	20	- 398
21	- 734	22	- 469	23	- 474	24	- 469
25	- 453	26	- 461	27	- 319	28	- 323
29	- 323	30	- 323	31	- 349	32	- 398
33	- 587	34	- 603	35	- 653	36	- 491
37	- 820	38	- 469	39	- 474	40	- 472
41	- 544	42	- 461	43	- 327	44	- 327
45	- 327	46	- 341	47	- 332	48	- 431
49	- 734	50	- 629	51	- 679	52	- 901
53	- 486	54	- 491	55	- 489	56	- 561

57 - 477	58 - 336	59 - 336	60 - 336
61 - 344	62 - 345	63 - 549	64 - 705
65 - 679	66 - 730	67 - 977	68 - 486
69 - 561	70 - 491	71 - 340	72 - 349
73 - 340	74 - 349	75 - 349	76 - 491

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Land and Property Information NSW

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP66849

PAGE 4

SCHEDULE OF UNIT ENTITLEMENT

(AGGREGATE: 100000) (CONTINUED)

STRATA PLAN 66849

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
77 - 737		78 - 729		79 - 781		80 - 1489	
81 - 1237		82 - 770		83 - 503		84 - 349	
85 - 362		86 - 344		87 - 353		88 - 353	
89 - 503		90 - 771		91 - 755		92 - 805	
93 - 1573		94 - 1321		95 - 786		96 - 511	
97 - 353		98 - 366		99 - 363		100 - 358	
101 - 349		102 - 516		103 - 797		104 - 779	
105 - 827		106 - 1657		107 - 1405		108 - 804	
109 - 519		110 - 358		111 - 371		112 - 366	
113 - 363		114 - 352		115 - 528		116 - 910	
117 - 839		118 - 937		119 - 1807		120 - 1488	
121 - 820		122 - 528		123 - 371		124 - 374	
125 - 477		126 - 595		127 - 876		128 - 900	
129 - 944		130 - 1958		131 - 1572		132 - 851	
133 - 536		134 - 374		135 - 378		136 - 490	
137 - 561		138 - 951		139 - 927		140 - 977	
141 - 2077		142 - 1657		143 - 912		144 - 645	
145 - 374		146 - 503		147 - 578		148 - 1278	
149 - 1656		150 - 2244		151 - 1824		152 - 1069	
153 - 447		154 - 561		155 - 489		156 - 33	
157 - 33							

NOTATIONS

UNREGISTERED DEALINGS: R AC318966.

*** END OF SEARCH ***

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Title search for title reference: cp/sp66849

Your reference:



Land and Property Information NSW

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 59/1014625

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
24/5/2006	10:17 AM	3	21/11/2001

LAND

LOT 59 IN DEPOSITED PLAN 1014625
AT DARLING HARBOUR
LOCAL GOVERNMENT AREA: SYDNEY
PARISH OF ST PHILIP COUNTY OF CUMBERLAND
TITLE DIAGRAM: DP1014625

FIRST SCHEDULE

WATERWAYS AUTHORITY

SECOND SCHEDULE (30 NOTIFICATIONS)

1. THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN THE TITLE DIAGRAM
2. DP1014625 EASEMENT FOR DRAINAGE OF WATER (A) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
3. DP1014625 EASEMENT FOR DRAINAGE OF WATER (B) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
4. DP1014625 EASEMENT FOR UTILITY SERVICES (C) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
5. DP1014625 EASEMENT FOR UTILITY SERVICES (C) APPURTENANT TO THE LAND ABOVE DESCRIBED
6. DP1014625 EASEMENT FOR DRAINAGE (D) APPURTENANT TO THE LAND ABOVE DESCRIBED
7. DP1014625 EASEMENT FOR SUPPORT (F) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
8. DP1014625 EASEMENT FOR ACCESS TO PUMP ROOM (L) APPURTENANT TO THE LAND ABOVE DESCRIBED
9. DP1014625 EASEMENT FOR ACCESS AND USE OF LOADING DOCK (M) APPURTENANT TO THE LAND ABOVE DESCRIBED
10. DP1014625 EASEMENT FOR ACCESS AND USE OF SWITCH ROOMS (N) APPURTENANT TO THE LAND ABOVE DESCRIBED
11. DP1014625 EASEMENT FOR ACCESS AND USE OF SECURITY ROOM (P) APPURTENANT TO THE LAND ABOVE DESCRIBED
12. DP1014625 EASEMENT FOR FIRE STAIRS AND PASSAGES (Q) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
13. DP1014625 EASEMENT FOR FIRE STAIRS AND PASSAGES (Q) APPURTENANT TO THE LAND ABOVE DESCRIBED
14. DP1014625 EASEMENT FOR WATER INTAKE PIPES (T) APPURTENANT TO THE LAND ABOVE DESCRIBED
15. DP1014625 EASEMENT FOR USE OF CAR WASH BAY (U) APPURTENANT TO

END OF PAGE 1 - CONTINUED OVER

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Land and Property Information NSW

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 59/1014625

PAGE 2

SECOND SCHEDULE (30 NOTIFICATIONS) (CONTINUED)

- THE LAND ABOVE DESCRIBED
16. DP1014625 EASEMENT FOR USE OF GARBAGE COMPACTUS ROOM (V)
APPURTENANT TO THE LAND ABOVE DESCRIBED
17. DP1014625 EASEMENT FOR SEWER TANK AND PUMP (Z) APPURTENANT TO
THE LAND ABOVE DESCRIBED
18. DP1014625 EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN
(AA) APPURTENANT TO THE LAND ABOVE DESCRIBED
19. DP1014625 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED 31 IN THE SEC.88B INSTRUMENT
20. DP1014625 EASEMENT FOR SUPPORT AND SHELTER (AH) AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
21. DP1014625 EASEMENT FOR SUPPORT AND SHELTER (AH) APPURTENANT TO
THE LAND ABOVE DESCRIBED
22. DP1014625 EASEMENT FOR SERVICES (AK) AFFECTING THE PART(S) SHOWN
SO BURDENED IN THE TITLE DIAGRAM
23. DP1014625 EASEMENT FOR SERVICES (AK) APPURTENANT TO THE LAND
ABOVE DESCRIBED
24. DP1014625 EASEMENT FOR WATER MAIN 3 METRE(S) WIDE AND VARIABLE
(AM) APPURTENANT TO THE LAND ABOVE DESCRIBED
25. DP1014625 EASEMENT FOR ACCESS (AN) APPURTENANT TO THE LAND ABOVE
DESCRIBED
26. DP1014625 EASEMENT FOR ACCESS OVER PATHWAYS (AP) APPURTENANT TO
THE LAND ABOVE DESCRIBED
27. DP1014625 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED 47 IN THE SEC.88B INSTRUMENT
28. DP1014625 EASEMENT TO USE PUMP ROOM (BB) APPURTENANT TO THE LAND
ABOVE DESCRIBED
29. 7142809 LEASE TO PERFECT STRANGER ENTERPRISES PTY LIMITED
EXPIRES: 25/9/2099.
- * AA811675 LEASE OF LEASE 7142809 TO GR8PUB HOLDINGS PTY
LIMITED OF UNIT 2, THE PROMENADE UNIT, 22 KING
STREET WHARF, HARBOUR STREET, SYDNEY. EXPIRES:
31/10/2018. OPTION OF RENEWAL: 10 YEARS.
- * AB409191 MORTGAGE OF LEASE 7142809 TO PERPETUAL NOMINEES
LIMITED
- * AB793119 MORTGAGE OF LEASE AA811675 TO NATIONAL AUSTRALIA
BANK LIMITED
30. DP1034170 EASEMENT FOR SERVICES (E) AFFECTING THE PART(S) SHOWN
SO BURDENED IN DP1034170

NOTATIONS

UNREGISTERED DEALINGS: DM AC273755 ML AC273757 R AC318966
DP1097922.

*** END OF SEARCH ***

lands:lgl-sstrang

PRINTED ON 24/5/2006

* ANY ENTRIES PRECEDED BY AN ASTERISK DO NOT APPEAR ON THE CURRENT EDITION OF THE CERTIFICATE OF TITLE.
WARNING: THE INFORMATION APPEARING UNDER NOTATIONS HAS NOT BEEN FORMALLY RECORDED IN THE REGISTER.

Title search for title reference: 59/1014625
Your reference:

Form: 11R
Release: 2.0
www.lands.nsw.gov.au

REQUEST

New South Wales
Real Property Act 1900



AC793533H

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) STAMP DUTY	If applicable. Office of State Revenue use only		
(B) LAND	Torrens Title See Annexure		
(C) REGISTERED DEALING	Number		Torrens Title
(D) LODGED BY	Document Collection Box 128V	Name, Address or DX and Telephone GILBERT + TOBIN. DX10348 SSE Reference: 0221391 (MZC) 1113406_1	123065G CODE R
(E) APPLICANT	MARITIME AUTHORITY OF NSW		
(F) NATURE OF REQUEST	RELEASE OF VARIOUS EASEMENTS UPON DEDICATION OF LAND FOR ROAD VIDE D.P.1106640 As set out in the terms of the relevant Section 88B Instruments		

(G) TEXT OF REQUEST

The instruments creating the easements set out in the Annexure provide for their release as from the date of the transfer or dedication to the extent that any part of the site of the easement is transferred or dedicated as a public road.

The Applicant requests the Registrar General to record the release of the easements set out in the Annexure to the extent that the lots set out in the Annexure are being dedicated as public roads.

DATE 4 DECEMBER 2006.

(H) 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 applicant.

Signature of witness:

Signature of applicant:

Name of witness: REFER TO PAGE 3 OF THE

Address of witness: ANNEXURE

DP1106640

ANNEXURE TO REQUEST

Applicant:

Maritime Authority of NSW

FOR UPDATED TITLES SEE
SHEET 4

Dated:

88D - DP 1014625

Description of Easement	Land Affected by Easement	Lot or Authority Benefited by Easement
DP1014625 - Easement for Drainage of Water (B) (2)	159/1044016 (FDW 3)	Sydney City Council and Sydney Water Corporation
DP1014625 - Easement for Watermain 3 wide & variable (AM) (37)	159/1044016 (EA 58) 45/1014625 (EA 58) 603/1052124 (DISCREPANCY IFI RECD PROPRIATE) (EFW 2) Ø 601/1052124 (A) (B)	45 to 56 (inclusive)/1014625, 110 to 115 (inclusive)/1034170, 10 to 13 (inclusive)/1097922 and 60 to 64 (inclusive)/1014625 46 to 56 (inclusive)/1014625, 110 to 115 (inclusive)/1034170, 10 to 13 (inclusive)/1097922 and 60 to 64 (inclusive)/1014625 159/1044016, 601/1051424, 604/1094902, 605/1094902, 603/1052124, 203/1044674, 110/1061311, 111/1061311, 205 to 213 (inclusive)/1044674, 50 to 56 (inclusive)/1014625, 110 to 115 (inclusive)/1034170, 10 to 13 (inclusive)/1097922 and 60 to 64 (inclusive)/1014625 Ø
DP1014625 - Easement for Access (AN) (38)	603/1052124 (EFA 2) 159/1044016 - DOES NOT AFFECT EXCEPT LOT 104 IN DP 1106640 45/1014625 (EA 61) 46/1014625 (EA 61) 47/1014625 (EA 61) 48/1014625 (EA 61) 49/1014625 (EA 61)	50 to 56 (inclusive)/1014625, 110 to 115 (inclusive)/1034170, 10 to 13 (inclusive)/1097922 and 60 to 64 (inclusive)/1014625 SEE ADDITIONAL TITLES ON SHEET 3
DP1014625 - Easement for Public Access (AW) (46)	603/1052124 (EA 75) 159/1044016 - DOES NOT AFFECT EXCEPTING LOT 104 IN DP 1106640 45/1014625 ✓ (EA 74) 46/1014625 ✓ (EA 74) 47/1014625 ✓ (EA 74) 48/1014625 ✓ (EA 74) 49/1014625 ✓ (EA 74)	Maritime Authority of NSW

SEE ADDITIONAL TITLES ON SHEET 3

Description of Easement	Land Affected by Easement	Lot or Authority Benefited by Easement
DP1034170 - Easement for Overhangs & Signage 2, 2.6 & 3.55 wide (K) (11)	159/1044016 ✓ 45/1014625 ✓ 47/1014625 ✓ 48/1014625 ✓ 115/1034170 ✓	111 to 113 (inclusive)/1034170 ✓ 110 to 112 (inclusive)/1034170 ✓ 110 to 112 (inclusive)/1034170 ✓ 110/1034170 and 112/1034170 ✓ 112/1034170 ✓
DP1044674 - Easement for Access (A) (5) p 9	205/1044674	203/1044674, 110/1061311, 111/1061311 and 206 to 213 (inclusive)/1044674
DP1044674 - Easement for Public Access (E) (9) p 12	205/1044674 ✓	Maritime Authority of NSW
DP1044674 - Easement for Drainage of Water (X) 32 & 34	205/1044674 ✓	206 to 213 (inclusive)/1044674 601/1052124 A & B
DP1044016 - Easement for Services (C) (2) p 4	159/1044016 ✓	601/1052124, 604/1094902, 605/1094902, 203/1044674, 110/1061311, 111/1061311, 205 to 213 (inclusive)/1044674
DP1034170 - Easement for Access (L) (14) p 15	115/1034170 ✓	112/1034170

SEE ADDITIONAL TITLES BELOW

Executed by the Applicant:

Signed sealed and delivered by
Christopher Oxenbould as the delegate
 of the **Maritime Authority of NSW** and I
 hereby certify that I have no notice as to
 the revocation of such delegation, in the
 presence of:

Jill Saffron

Signature of witness

Chris Oxenbould

Christopher Oxenbould
 Chief Executive

JILL SAFFRON

Name of witness (print)

ADDITIONAL TITLES	
FEE SIMPLE	LEASEHOLD
51/1014625	CP/SP63312
56/1014625	CP/SP63313
111/1034170	CP/SP66849

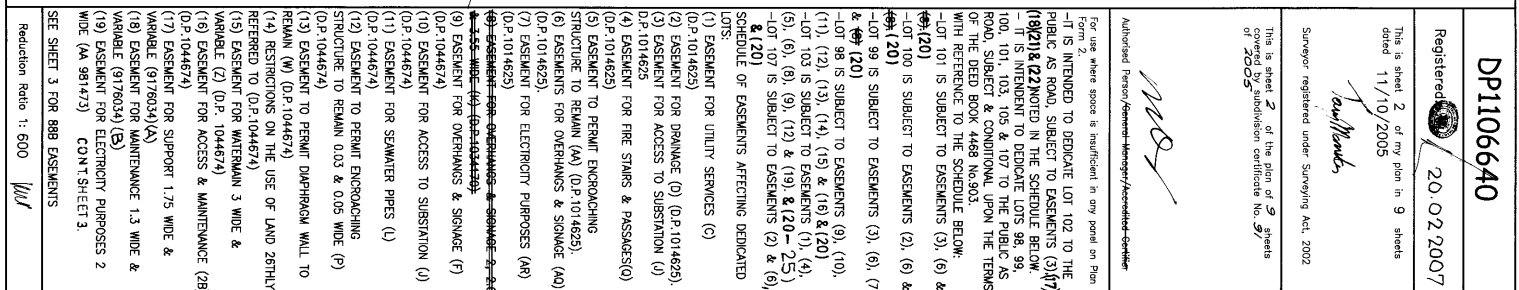
ADDITIONAL TITLES	
FEE SIMPLE	LEASEHOLD
110/1034170	CP/SP66850
112/1034170	CP/SP66976
206/1044674	CP/SP68959

**FOR UPDATED TITLES SEE
 SHEET 4**

SHEET 4 OF 4

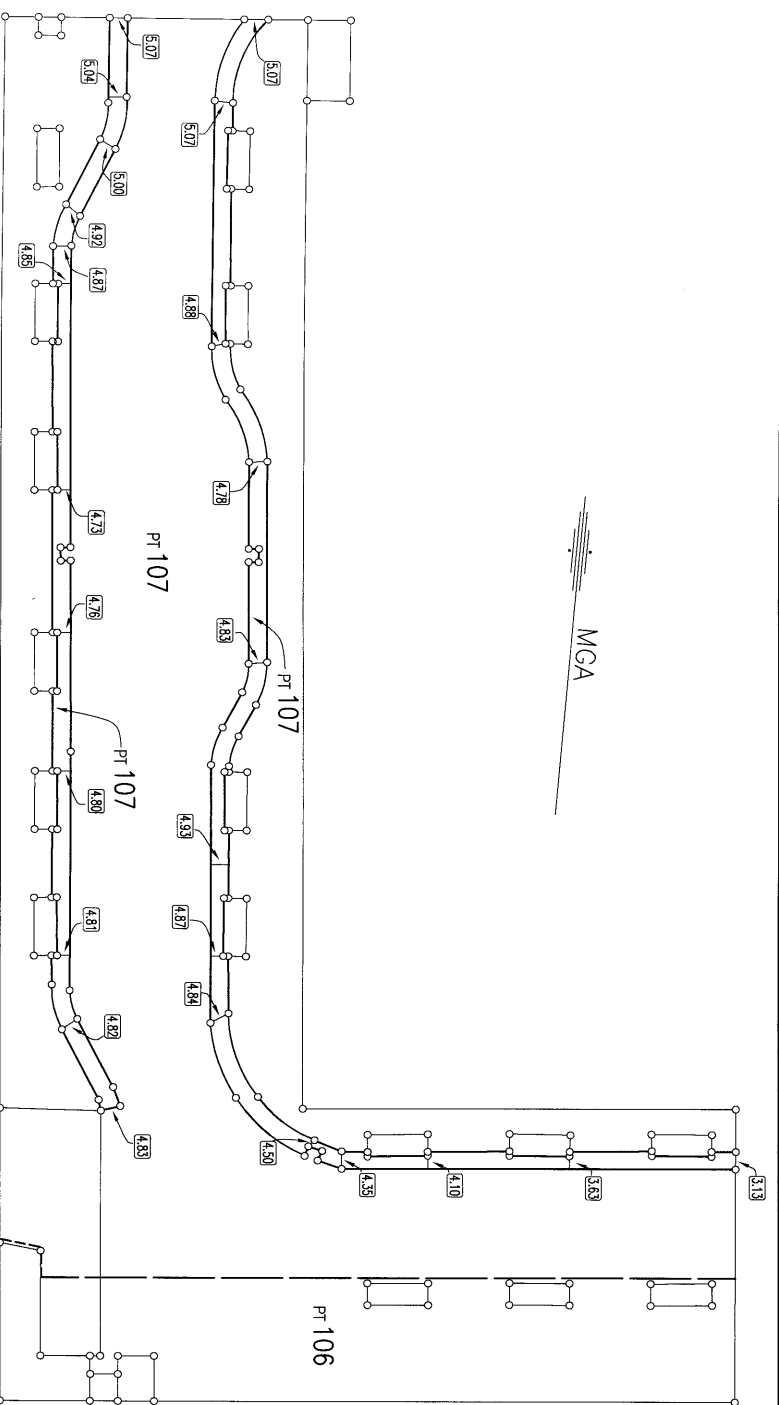
NEW TITLES ISSUING ON DP 1 106640

Prior Title	Now
45 /1014625	101/1106640
46 /1014625	106/1106640
49 /1014625	
46 /1014625	107/1106640
49 /1014625	
47 /1014625	100/1106640
48 /1014625	99/1106640
159 /1044016	103/1106640
115 /1034170	
159 /1044016	104/1106640
205 /1044674	98/1106640
401 /880034	105/1106640
17 /1097230	
603 /1052124	102/1106640



SCHEDULE OF SHORT LINES				SCHEDULE OF SHORT LINES				SCHEDULE OF SHORT LINES			
No.	BEARING	DIST	No.	BEARING	DIST	No.	CHORD	ARC	RADIUS	No.	CHORD
1	173°47'	5.53	30	335°40'	1.26	60	189°20'	6.185	6.36	79	
2	173°47'	1.895	31	286°01'	0.875	61	161°31'	3.2	3.246	80	
3	173°44'	6.66	32	283°40'	3.28	62	153°53'	5.285	5.345	81	
4	200°07'	2.445	33	335°50'	7.2	63	187°40'	3.025	3.06	82	
5	172°06'	4.69	34	275°19'	2.75	64	197°19'	2.155	2.175	83	
6	172°07'	4.89	35	6°575	6.675	65	155°02'	6.05	6.16	84	
7	172°38'	3.07	36	69°22'	1.33	66	122°07'	4.775	4.85	85	
8	106°52'	1.965	37	333°05'	1.365	67	304°54'	6.04	6.13	86	
9	85°14'	1.71	38	326°56'	5.24	68	335°42'	5.415	5.47	87	
10	83°32'	5.995	39	335°40'	0.905	69	107°19'	2.885	2.705	88	
11	83°14'	5.445	40	282°42'	0.86	70	5°51'	2.025	2.045	89	
12	83°29'	1.595	41	172°55'	0.91	71	333°53'	4.56	4.63	90	
13	333°44'	0.905	42	82°26'	3.165	72	127°24'	5.985	6.015	91	
14	84°07'	0.67	43	102°10'	1.65	73	339°31'	3.785	3.84	92	
15	174°37'	0.9	44	195°44'	5.17	74	4°56'	3.645	3.69	93	
16	263°33'	0.655	45	333°46'	5.425	75	6°42'	2.13	2.15	94	
17	22°07'	2.755	46	173°56'	5.625	76	339°50'	2.045	2.065	95	
18	283°57'	0.53	47	199°53'	5.005	77	189°47'	3.01	3.04	96	
19	14°55'	0.7	48	172°39'	2.57	78	189°47'	3.175	3.215	97	
20	101°27'	0.955	49	173°41'	6.18	79	161°35'	3.175	3.215	98	
21	196°56'	0.72	50	173°39'	9.78						
22	283°57'	1.88	51	172°46'	5.51						
23	335°47'	3.08	52	172°08'	4.7						
24	263°47'	1.25	53	172°08'	2						
25	173°47'	1.83	54	146°56'	5.41						
26	173°47'	1.83	55	165°18'	0.755						
27	333°56'	1.63	56	173°37'	1.255						
28	83°47'	1.62	57	283°48'	1.5						
29	145°41'	3.22	58	333°41'	1.255						

SCHEDULE OF SHORT LINES			SCHEDULE OF SHORT LINES			SCHEDULE OF SHORT LINES			SCHEDULE OF SHORT LINES							
No.	BEARING	DIST	No.	BEARING	DIST	No.	BEARING	DIST	No.	BEARING	DIST					
116	84°50'	1.17	726	1	83°46'	0.335	721	1	83°20'	0.345	740	1				
2	174°14'	4.01	2	173°33'	3.995	2	173°38'	3.99	2	352°29'	0.32	2	352°29'	0.32		
3	284°42'	1.18	3	283°52'	0.345	3	282°54'	0.35	3	352°29'	1.16	3	352°29'	1.16		
4	284°42'	0.305	4	283°52'	1.16	4	282°54'	1.165	4	84°06'	4.005	4	84°06'	4.005		
5	354°74'	4.01	5	353°41'	3.99	5	353°50'	4.005	5	174°44'	1.175	5	174°44'	1.175		
6	84°50'	0.3	6	83°46'	1.16	6	83°20'	1.16	6	174°44'	0.33	6	174°44'	0.33		
7	84°20'	1.18	724	1	83°29'	0.325	738	1	173°26'	4.01	744	1	283°45'	4.015		
8	173°51'	4.005	2	173°38'	4	2	283°04'	1.495	2	353°35'	1.5	2	353°35'	1.5		
9	284°33'	1.17	3	283°28'	0.32	3	83°37'	4.005	3	83°37'	4.02	3	83°37'	4.02		
4	284°33'	0.32	4	283°28'	1.19	4	82°51'	1.485	4	117°50'	1.505	4	117°50'	1.505		
5	353°45'	4	5	353°49'	4	5	82°51'	1.485	5	263°38'	3.99	5	263°38'	3.99		
6	84°20'	0.32	6	83°29'	1.175	6	14	2	263°38'	3.99	6	84°08'	3.99	6	84°08'	3.99
7	83°57'	1.2	720	1	84°10'	0.3	7	353°41'	1.2	7	353°38'	1.51	7	353°38'	1.51	
8	174°23'	4.01	2	173°40'	4.02	2	83°07'	3.985	2	173°56'	1.495	2	173°56'	1.495		
9	283°52'	1.175	3	284°07'	0.305	3	83°07'	1.21	3	263°20'	4.07	3	263°20'	4.07		
4	283°52'	0.285	4	284°07'	1.195	4	174°04'	0.295	4	353°41'	1.51	4	353°41'	1.51		
5	354°02'	4.01	5	353°41'	4.02	5	74°8	1	5	84°23'	4.06	5	84°23'	4.06		
6	83°57'	0.285	6	84°10'	1.295	6	353°49'	1.19	6	174°06'	1.5	6	174°06'	1.5		
7	83°59'	1.205	725	1	83°54'	0.325	3	353°49'	1.19	4			4			
8	174°10'	4.0	2	173°38'	4.005	2	84°45'	4.05	5			5				
2	284°36'	1.17	3	283°59'	0.33	3	176°13'	1.155	5			5				
4	284°36'	0.335	4	283°59'	1.165	4			6			6				
5	354°19'	3.985	5	353°59'	1.165	5										
6	83°59'	0.29	6	83°54'	1.155	6										



SCHEDULE OF SHORT LINES			SCHEDULE OF SHORT LINES			SCHEDULE OF SHORT LINES		
No.	BEARING	DIST	No.	BEARING	DIST	No.	CHORD	ARC RADIUS
1	173°41'	6.11	31	263°36'	1.505	60	159°02'	1.79
2	173°41'	4.025	32	353°35'	2.5	61	161°35'	2.4
3	173°41'	3.975	33	353°35'	1.495	62	194°22'	4.605
4	147°53'	3.375	34	83°24'	1.51	63	188°48'	3.265
5	173°49'	4.01	35	173°40'	1.51	64	151°49'	6.1
6	173°49'	8.305	36	173°37'	2.74	65	108°47'	6.115
7	353°52'	5.16	37	173°37'	1.255	66	70°50'	2.805
8	353°52'	0.91	38	263°44'	1.5	67	252°49'	2.865
9	353°52'	0.91	39	353°41'	1.555	68	260°26'	7.95
10	353°52'	4.92	40	353°41'	2.73	69	353°15'	5.935
11	327°36'	3.205	41	83°17'	1.495	70	97°14'	3.595
12	174°14'	2.86	42	263°48'	0.68	71	14°22'	4.025
13	200°48'	4.885	43	353°47'	0.93	72	339°28'	1.94
14	173°48'	0.92	44	83°48'	0.88	73	342°01'	2.86
15	173°48'	0.93	45	264°18'	0.845	74	189°06'	2.665
16	147°42'	5.195	46	354°17'	0.915	75	188°46'	2.125
17	173°47'	5.95	47	83°50'	0.64	76	156°54'	2.085
18	263°47'	1.18	48	83°50'	0.65	77	342°21'	2.94
19	353°44'	5.81	49	173°19'	0.9	78	343°35'	2.32
20	263°47'	3.19	50	264°44'	0.66	79	340°23'	2.44
21	263°47'	2.225	51	83°52'	0.7	80	270°17'	1.78
22	327°48'	5.175	52	173°52'	1	81	97°02'	2.68
23	354°05'	4.3	53	263°52'	0.7	82	57°36'	8.185
24	353°17'	6.175	54	173°49'	1.97	83	92°47'	3.985
25	353°25'	6.175	55	263°47'	1.575	84	274°11'	3.57
26	353°42'	6.17	56	263°47'	5.7	85	259°28'	5.92
27	353°42'	3.975	57	146°25'	5.455	86	269°29'	5.825
28	353°41'	2.215	58	194°45'	4.535	87	48°05'	5.825
29	354°14'	2.58	59	103°29'	5.78			
30	173°40'	2.505						

T1A - DENOTES TYPE 1 PLANTER BOX BOUNDARY DETAIL - BOX "A"
T1S - DENOTES TYPE 1 SLOPING PLANE
T2A - DENOTES TYPE 2 PLANTER BOX BOUNDARY DETAIL - BOX "A"
T2S - DENOTES TYPE 2 SLOPING PLANE
T3A - DENOTES TYPE 3 PLANTER BOX BOUNDARY DETAIL - BOX "A"
T3S - DENOTES TYPE 3 SLOPING PLANE

LOTS 99 & 100 ARE LIMITED IN DEPTH TO THE UPPER SURFACE OF THE CONCRETE STRUCTURE FORMING THE BASE OF THE ROADS, PLANTERS & GULLY PITS. THE UPPER SURFACES OF THE CONCRETE STRUCTURE IS DEFINED BY THE NOTED LEVEL & SLOPING PLANES & BY THE REGULAR SLOPING PLANES FORMED BY THE DIMENSIONED TRIANGLES. THE TABLE OF RL'S IS NOTED ON SHEET 6 UNLESS OTHERWISE NOTED LOTS 99 & 100 ARE UNLIMITED IN HEIGHT.

SCHEDULE OF SHORT LINES - PLANTER BOX BOUNDARIES			SCHEDULE OF SHORT LINES - PLANTER BOX BOUNDARIES		
No.	BEARING	DIST	No.	BEARING	DIST
1	83°52'	1.135	1	84°31'	1.165
2	173°53'	4.005	2	173°56'	3.995
3	263°37'	1.125	3	264°35'	1.155
4	263°37'	0.36	4	264°35'	0.34
5	354°05'	4.01	5	353°47'	3.995
6	83°52'	0.35	6	84°31'	0.34
7	173°30'	1.445	7	83°42'	1.175
8	262°00'	1.16	8	263°42'	1.185
9	262°00'	0.37	9	263°42'	0.315
10	353°52'	4.01	10	353°42'	4
11	82°19'	0.555	11	82°19'	0.375
12	173°30'	1.135	12	84°12'	0.37
13	173°30'	1.135	13	84°12'	0.37
14	173°30'	1.135	14	84°12'	0.37
15	173°30'	1.135	15	84°12'	0.37
16	173°30'	1.135	16	84°12'	0.37
17	173°30'	1.135	17	84°12'	0.37
18	173°30'	1.135	18	84°12'	0.37
19	173°30'	1.135	19	84°12'	0.37
20	173°30'	1.135	20	84°12'	0.37
21	173°30'	1.135	21	84°12'	0.37
22	173°30'	1.135	22	84°12'	0.37
23	173°30'	1.135	23	84°12'	0.37
24	173°30'	1.135	24	84°12'	0.37
25	173°30'	1.135	25	84°12'	0.37
26	173°30'	1.135	26	84°12'	0.37
27	173°30'	1.135	27	84°12'	0.37
28	173°30'	1.135	28	84°12'	0.37
29	173°30'	1.135	29	84°12'	0.37
30	173°30'	1.135	30	84°12'	0.37

SCHEDULE OF SHORT LINES - PLANTER BOX BOUNDARIES			SCHEDULE OF SHORT LINES - PLANTER BOX BOUNDARIES		
No.	BEARING	DIST	No.	BEARING	DIST
1	83°52'	1.135	1	84°31'	1.165
2	173°53'	4.005	2	173°56'	3.995
3	263°37'	1.125	3	264°35'	1.155
4	263°37'	0.36	4	264°35'	0.34
5	354°05'	4.01	5	353°47'	3.995
6	83°52'	0.35	6	84°31'	0.34
7	173°30'	1.445	7	83°42'	1.175
8	262°00'	1.16	8	263°42'	1.185
9	262°00'	0.37	9	263°42'	0.315
10	353°52'	4.01	10	353°42'	4
11	82°19'	0.555	11	82°19'	0.375
12	173°30'	1.135	12	84°12'	0.37
13	173°30'	1.135	13	84°12'	0.37
14	173°30'	1.135	14	84°12'	0.37
15	173°30'	1.135	15	84°12'	0.37
16	173°30'	1.135	16	84°12'	0.37
17	173°30'	1.135	17	84°12'	0.37
18	173°30'	1.135	18	84°12'	0.37
19	173°30'	1.135	19	84°12'	0.37
20	173°30'	1.135	20	84°12'	0.37
21	173°30'	1.135	21	84°12'	0.37
22	173°30'	1.135	22	84°12'	0.37
23	173°30'	1.135	23	84°12'	0.37
24	173°30'	1.135	24	84°12'	0.37
25	173°30'	1.135	25	84°12'	0.37
26	173°30'	1.135	26	84°12'	0.37
27	173°30'	1.135	27	84°12'	0.37
28	173°30'	1.135	28	84°12'	0.37
29	173°30'	1.135	29	84°12'	0.37
30	173°30'	1.135	30	84°12'	0.37

SCHEDULE OF SHORT LINES - PLANTER BOX BOUNDARIES			SCHEDULE OF SHORT LINES - PLANTER BOX BOUNDARIES		
No.	BEARING	DIST	No.	BEARING	DIST
1	83°52'	1.135	1	84°31'	1.165
2	173°53'	4.005	2	173°56'	3.995
3	263°37'	1.125	3	264°35'	1.155
4	263°37'	0.36	4	264°35'	0.34
5	354°05'	4.01	5	353°47'	3.995
6	83°52'	0.35	6	84°31'	0.34
7	173°30'	1.445	7	83°42'	1.175
8	262°00'	1.16	8	263°42'	1.185
9	262°00'	0.37	9	263°42'	0.315
10	353°52'	4.01	10	353°42'	4
11	82°19'	0.555	11	82°19'	0.375
12	173°30'	1.135	12	84°12'	0.37
13	173°30'	1.135	13	84°12'	0.37
14	173°30'	1.135	14	84°12'	0.37
15	173°30'	1.135	15	84°12'	0.37
16	173°30'	1.135	16	84°12'	0.37
17	173°30'	1.135	17	84°12'	0.37
18	173°30'	1.135	18	84°12'	0.37
19	173°30'	1.135	19	84°12'	0.37
20	173°30'	1.135	20	84°12'	0.37
21	173°30'	1.135	21	84°12'	0.37
22	173°30'	1.135	22	84°12'	0.37
23	173°30'	1.135	23	84°12'	0.37
24	173°30'	1.135	24	84°12'	0.37
25	173°30'	1.135	25	84°12'	0.37
26	173°30'	1.135	26	84°12'	0.37
27	173°30'	1.135	27	84°12'	0.37
28	173°30'	1.135	28	84°12'	0.37
29	173°30'	1.135	29	84°12'	0.37
30	173°30'	1.135	30	84°12'	0.37

SCHEDULE OF SHORT LINES - PLANTER BOX BOUNDARIES			SCHEDULE OF SHORT LINES - PLANTER BOX BOUNDARIES		
No.	BEARING	DIST	No.	BEARING	DIST
1	83°52'	1.135	1	84°31'	1.165
2	173°53'	4.005	2	173°56'	3.995
3	263°37'	1.125	3	264°35'	1.155
4	263°37'	0.36	4	264°35'	0.34
5	354°05'	4.01	5	353°47'	3.995
6	83°52'	0.35	6	84°31'	0.34
7	173°30'	1.445	7	83°42'	1.175
8	262°00'	1.16	8	263°42'	1.185
9	262°00'	0.37	9	263°42'	0.315
10	353°52'	4.01	10	353°42'	4
11	82°19'	0.555	11	82°19'	0.375
12	173°30'	1.135	12	84°12'	0.37
13	173°30'	1.135	13	84°12'	0.37
14	173°30'	1.135	14	84°12'	0.37
15	173°30'	1.135	15	84°12'	0.37
16	173°30'	1.135	16	84°12'	0.37
17	173°30'	1.135	17	84°12'	0.37
18	173°30'	1.135	18	84°12'	0.37
19	173°30'	1.135	19	84°12'	0.37
20	173°30'	1.135	20	84°12'	0.37
21	173°30'	1.135	21	84°12'	0.37
22	173°30'	1.135	22	84°12'	0.37
23	173°30'	1.135	23	84°12'	0.37
24	173°30'	1.135	24	84°12'	0.37
25	173°30'	1.135	25	84°12'	0.37
26	173°30'	1.135	26	84°12'	0.37
27	173°30'	1.135	27	84°12'	0.37
28	173°30'	1.135	28	84°12'	0.37
29	173°30'	1.135	29	84°12'	0.37
30	173°30'	1.135	30	84°12'	0.37

SCHEDULE OF SHORT LINES - PLANTER BOX BOUNDARIES			SCHEDULE OF SHORT LINES - PLANTER BOX BOUNDARIES		
No.	BEARING	DIST	No.	BEARING	DIST
1	83°52'	1.135	1	84°31'	1.165
2	173°53'	4.005	2	173°56'	3.995
3	263°37'	1.125	3	264°35'	1.155
4	263°37'	0.36	4	264°35'	0.34
5	354°05'	4.01	5	353°47'	3.995
6	83°52'	0.35	6	84°31'	0.34
7	173°30'	1.445	7	83°42'	1.175
8	262°00'	1.16	8	263°42'	1.185
9	262°00'	0.37	9	263°42'	0.315
10	353°52'	4.01	10	353°42'	4
11	82°19'	0.555	11	82°19'	0.375
12	173°30'	1.135	12	84°12'	0.37
13	173°30'	1.135	13	84°12'	0.37
14	173°30'	1.135	14	84°12'	0.37
15	173°30'	1.135	15	84°12'	0.37
16	173°30'	1.135	16	84°12'	0.37
17	173°30'	1.135	17	84°12'	0.37
18	173°30'	1.135	18	84°12'	0.37
19	173°30'	1.135	19	84°12'	0.37
20	173°30'	1.135	20	84°12'	0.37
21	173°30'	1.135	21	84°12'	0.37
22	173°30'	1.135	22	84°12'	0.37
23	173°30'	1.135	23	84°12'	0.37
24	173°30'	1.135	24	84°12'	0.37

DP1106640

Registered

20-02-2007

This is sheet 6 of my plan in 9 sheets
dated 11/10/05

Surveyor registered under the Surveying Act 2002

This is sheet 6 of the plan of 9 sheets
covered by subdivision certificate No. 91
of 2005mce
Geotechnical Engineering / Authorised EngineerFor use where space is insufficient in any panel on Plan
form 2.

NOTE:
THE PARTS OF LOTS 99 & 100
SHOWN ON THIS SHEET ARE LIMITED
TO THE STOPPING PLACES
LOCATED BETWEEN THE LOT
BOXES & ARE UNLIMITED IN HEIGHT
PARTS OF LOT 99 ARE LIMITED IN DEPTH
TO BELOW THE CONDUITS AS SHOWN IN
DIAGRAMS 1 & 2 AND THE SECTIONS

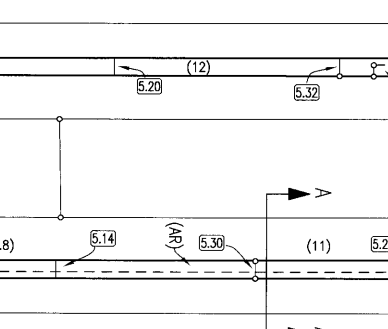
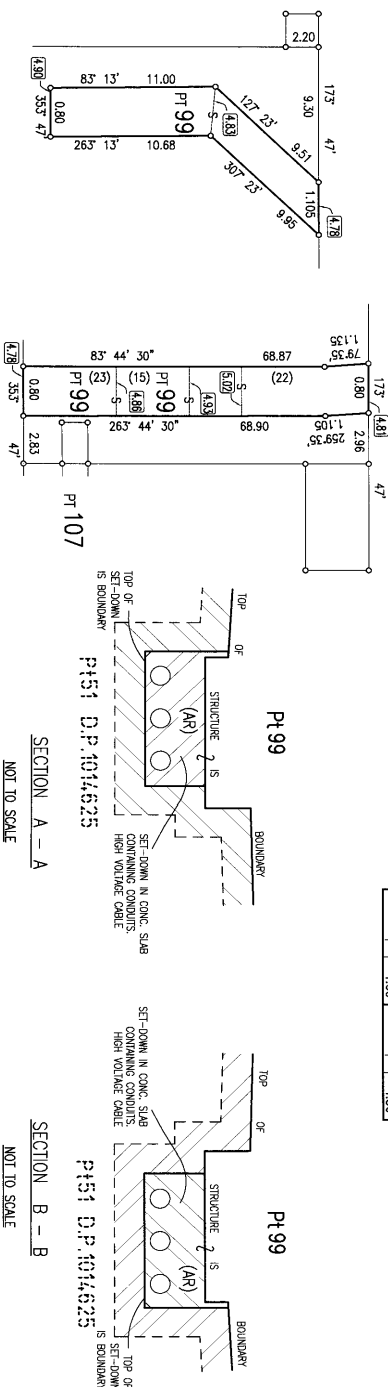
NOTE:
FOR FULL BOUNDARY DIMENSIONS
& EXTENT OF LOTS 99 & 100
REFER TO SHEET 5

TABLE OF LEVELS

POINT	R.L.	POINT	R.L.	POINT	R.L.	POINT	R.L.	POINT	R.L.	POINT	R.L.
a	5.23	1g	5.25	2m	4.84	3s	4.85	4y	4.97	6e	5.42
b	5.18	1h	5.24	2n	4.81	3t	4.90	4z	4.92	6f	5.09
c	5.07	1i	5.43	2o	4.80	3u	4.98	5a	4.84	6g	5.33
d	5.10	1j	5.53	2p	4.77	3v	4.93	5b	4.80	6h	5.24
e	5.08	1k	5.41	2q	4.71	3w	5.07	5c	4.87	6i	5.14
f	5.16	1l	5.32	2r	4.73	3x	5.10	5d	4.91	6j	5.20
g	5.13	1m	5.30	2s	4.76	3y	5.15	5e	5.23	6k	5.34
h	5.24	1n	5.24	2t	4.72	3z	5.21	5f	5.22	6l	5.29
i	5.18	1o	5.12	2u	4.81	4a	5.20	5g	5.29	6m	5.27
j	5.14	1p	5.17	2v	4.92	4b	5.18	5h	5.27	6n	5.20
k	5.04	1q	5.19	2w	4.95	4c	5.18	5i	5.30	6o	5.19
l	4.93	1r	5.12	2x	5.02	4d	5.18	5j	5.40	6p	5.27
m	4.89	1s	5.32	2y	5.06	4e	5.16	5k	5.41	6q	5.29
n	4.91	1t	5.34	2z	5.11	4f	5.12	5l	5.39	6r	5.41
o	5.01	1u	5.30	3a	5.14	4g	5.13	5m	5.24	6s	5.41
p	5.15	1v	5.25	3b	5.14	4h	5.05	5n	5.03	6t	5.28
q	5.24	1w	5.12	3c	5.19	4i	4.99	5o	5.03	6u	5.27
r	5.29	1x	5.12	3d	5.16	4j	4.90	5p	5.24	6v	5.26
s	5.25	1y	5.01	3e	5.13	4k	4.84	5q	5.36	6w	5.26
t	5.37	1z	4.90	3f	5.05	4l	4.75	5r	5.31	6x	5.27
u	5.38	2a	4.84	3g	5.05	4m	4.75	5s	5.22	6y	5.28
v	5.42	2b	4.85	3h	5.03	4n	4.73	5t	5.18	6z	5.28
w	5.47	2c	5.03	3i	5.03	4o	4.77	5u	5.28	7a	5.25
x	5.37	2d	5.11	3j	5.01	4p	4.78	5v	5.31	7b	5.27
y	5.24	2e	5.12	3k	4.95	4q	4.80	5w	5.43	7c	5.29
z	5.26	2f	5.14	3l	4.92	4r	4.83	5x	5.43	7d	4.71
1a	5.16	2g	5.14	3m	4.89	4s	4.87	5y	5.33	7e	4.73
1b	5.02	2h	4.98	3n	4.88	4t	4.89	6a	5.19	7f	4.72
1c	5.12	2i	4.92	3o	4.85	4u	4.92	6b	5.31	7g	5.01
1d	5.10	2j	4.98	3p	4.86	4v	4.96	6c	5.37	7h	5.06
1e	5.28	2k	4.88	3q	4.86	4w	4.99	6d	5.37	7i	5.12
1f	5.23	2l	4.85	3r	4.86	4x	4.99	6e	5.37	7j	5.12

TABLE OF LEVELS

POINT	R.L.	POINT	R.L.	POINT	R.L.	POINT	R.L.
1TA	5.13	1TA	5.02	1TA	5.09	1TA	5.09
1TB	5.10	1TB	5.01	1TB	5.16	1TB	5.16
1TC	5.08	1TC	5.08	1TC	5.20	1TC	5.20
1TD	5.10	1TD	5.03	1TD	5.11	1TD	5.11
1TE	4.55	1TE	4.41	1TE	4.52	1TE	4.52
1TF	4.54	1TF	4.40	1TF	4.40	1TF	4.50
1TG	5.08	1TG	4.93	1TG	4.93	1TG	4.93
1TH	5.06	1TH	4.92	1TH	4.92	1TH	4.92
1TI	5.03	1TI	4.99	1TI	4.99	1TI	4.99
1TJ	5.05	1TJ	5.00	1TJ	5.00	1TJ	5.00
1TK	4.50	1TK	4.40	1TK	4.40	1TK	4.40
1TL	4.52	1TL	4.41	1TL	4.41	1TL	4.41
1TM	5.04	1TM	4.90	1TM	4.90	1TM	4.90
1TN	5.00	1TN	4.86	1TN	4.86	1TN	4.86
1TO	4.97	1TO	4.93	1TO	4.93	1TO	4.93
1TP	4.44	1TP	4.32	1TP	4.32	1TP	4.32
1TQ	4.43	1TQ	4.31	1TQ	4.31	1TQ	4.31
1TR	4.96	1TR	4.82	1TR	4.82	1TR	4.82
1TS	4.99	1TS	4.85	1TS	4.85	1TS	4.85
1TT	4.96	1TT	4.83	1TT	4.83	1TT	4.83
1TU	4.41	1TU	4.24	1TU	4.24	1TU	4.24
1TV	4.40	1TV	4.25	1TV	4.25	1TV	4.25
1TW	5.06	1TW	4.86	1TW	4.86	1TW	4.86
1TX	5.08	1TX	4.90	1TX	4.90	1TX	4.90
1TY	5.07	1TY	4.94	1TY	4.94	1TY	4.94
1TZ	5.04	1TZ	4.91	1TZ	4.91	1TZ	4.91
1TA	5.17	1TA	4.30	1TA	4.30	1TA	4.30
1TB	5.17	1TB	4.30	1TB	4.30	1TB	4.30
1TC	5.18	1TC	4.96	1TC	4.96	1TC	4.96
1TD	5.15	1TD	5.01	1TD	5.01	1TD	5.01
1TE	4.58	1TE	4.37	1TE	4.37	1TE	4.37
1TF	4.60	1TF	4.36	1TF	4.36	1TF	4.36

DIAGRAM 1
NOT TO SCALEDIAGRAM 2
NOT TO SCALE

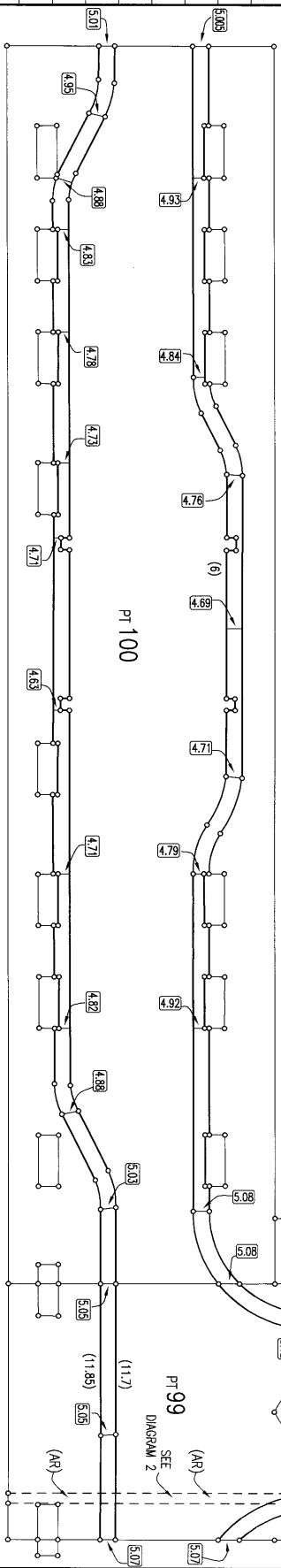
(AR) - EASEMENT FOR ELECTRICITY PURPOSES (AR) (O.P. 1014625)

SECTION A - A

NOT TO SCALE

SECTION B - B

NOT TO SCALE



Reduction Ratio 1: 250 M

Plan Drawing will appear in this space

SURVEYORS REFERENCE: 990405 ROAD DEDICATION

DP1106640

20.02.2007

This is sheet 7 of my plan in 9 sheets
dated 11/10/05

10/10/05

Surveyor registered under Surveyors Act 1929

This is sheet 7 of the plan of 9 sheets
covered by subdivision certificate No. 94
of 2005

Registered Manager/Authorised Person

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

SCHEDULE OF SHORT LINES			SCHEDULE OF SHORT LINES			SCHEDULE OF SHORT LINES		
No.	BEARING	DIST	No.	BEARING	DIST	No.	CHORD	ARC RADIUS
1	173°43'	6.87	31	173°150"	30.32	80	142°12'	4.725
2	173°37'	6.015	32	150°50'	0.915	81	218°43'	3.125
3	173°37'	6.885	33	144°18'	3.73	82	149°15'	0.425
4	173°30°40'	11.985	34	173°19'	5.81	83	153°13'	2.19
5	172°00'	0.455	35	353°23'	6.26	84	72°51'	1.955
6	172°21'	2.215	36	321°32'	1.8	85	227°08'	5.235
7	173°37'	18.695	37	327°40'	2.91	86	325°18'	5.22
8	215°11'	3.125	38	353°34'	7.915	87	188°18'	2.49
9	173°01'	6.92	39	353°31'	5.865	88	187°26'	2.335
10	148°42'	3.155	40	353°36'	4.44	89	146°54'	1.375
11	351°33°30'	2.955	41	357°07'	1.83	90	193°05'	0.865
12	351°33°30'	7.14	42	133°1'	1.4	91	154°24'	3.315
13	34°07'	3.06	43	37°46'	2.585	92	332°02'	2.265
14	353°54°30'	17.275	44	356°06'	3.41	93	325°09'	2.38
15	320°56'	4.315	45	311°11'	2.015	94	12°6'	2.185
16	353°44'	18.87	46	353°29'	5.635	95	9°26'	2.205
17	353°43'	8.355	47	353°46'	6.275	96		4.59
18	353°31°30'	19.195	48	353°36'	5.59			
19	353°41'	3.285	49	353°49'	0.89			
20	353°41'	1.185	50	24°38'	1.875			
21	84°14'	4.905	51	352°03'	2.535			
22	172°29'	2.56	52	355°41'	0.465			
23	207°57'	1.835	53	84°58'	0.24			
24	173°48'	20.89	54	352°04'	0.97			
25	173°37'	13.505	55	262°04'	0.22			
26	142°48'	0.65	56	116°25'	0.245			
27	130°25'	2.19	57	205°25'	0.535			
28	179°41'	3.24	58	286°25'	0.09			
29	218°46'	2.26	59	350°15'	2.89			
30	190°54'	1.975						

T1A - DENOTES TYPE 1 PLANTER BOX BOUNDARY DETAIL - BOX "A"

T2A - DENOTES TYPE 2 PLANTER BOX BOUNDARY DETAIL - BOX "A"



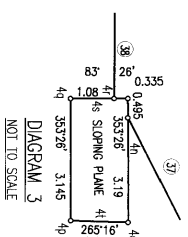
NOTE 1
PART LOT 98 IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THE CONCRETE STRUCTURE FORMING THE BASE OF THE ROADS, PLANTERS & GULLY PITS. THE UPPER SURFACES OF THE CONCRETE STRUCTURE IS DEFINED BY THE NOTED LEVEL & SLOPING PLANES & BY THE REGULAR SLOPING PLANES FORMED BY THE DIMENSIONED FRAMES. THE TABLE OF R.L.'S TOGETHER WITH DETAILS REGARDING THE SLOPING PLANES ARE NOTED ON SHEET 8. LOT 98 IS UNLIMITED IN HEIGHT.

NOTE 2 - PART LOT 98 IS UNLIMITED IN HEIGHTS & LIMITED IN DEPTH TO THE LEVEL PLANE PT. R.L. 2.1

STATION LEVEL KEY
LD - DENOTES PART LOT LIMITED IN DEPTH TO THE UNLIMITED LEVEL PLANE
LH - DENOTES PART LOT LIMITED IN HEIGHT TO THE UNLIMITED LEVEL PLANE
LH - DENOTES PART LOT UNLIMITED IN HEIGHT
LH - DENOTES PART LOT UNLIMITED IN DEPTH
UNLIMITED - PART LOT UNLIMITED IN HEIGHT & DEPTH

(12B) - EASEMENT FOR ACCESS & MAINTENANCE (2B) (DP 104.674)

SCHEDULE OF SHORT LINES - PLANTER BOX BOUNDARIES			SCHEDULE OF SHORT LINES - PLANTER BOX BOUNDARIES		
No.	BEARING	DIST	No.	BEARING	DIST
T1A	1	83°46'	T1E	1	86°23'
2	173°48'	3.58	2	172°43'	3.16
3	263°49'	1.16	3	262°56'	1.195
4	263°49'	0.34	4	262°56'	0.29
5	353°49'	3.58	5	352°42'	3.25
6	83°46'	0.30	6	86°23'	0.275
T1B	1	84°49'	T2A	1	84°48'
2	174°18'	4.01	2	173°38'	4
3	264°18'	1.18	3	263°33'	0.34
4	264°18'	0.33	4	263°33'	1.17
5	354°18'	4.02	5	353°59'	4.04
6	84°49'	0.335	6	84°48'	1.16
T1C	1	84°08'	T2B	1	83°44'
2	174°08'	4.015	2	173°44'	3.985
3	264°08'	1.19	3	263°44'	0.335
4	264°08'	0.31	4	263°48'	1.135
5	354°08'	4.015	5	353°44'	3.985
6	84°08'	0.84	6	83°44'	1.155
T1D	1	85°01'	T2C	1	83°39'
2	173°27'	4	2	173°24'	4.03
3	262°01'	1.235	3	263°39'	0.345
4	262°01'	0.275	4	263°39'	1.195
5	353°27'	4.075	5	353°24'	4.03
6	85°01'	0.315	6	83°39'	1.24

DIAGRAM 3
NOT TO SCALE

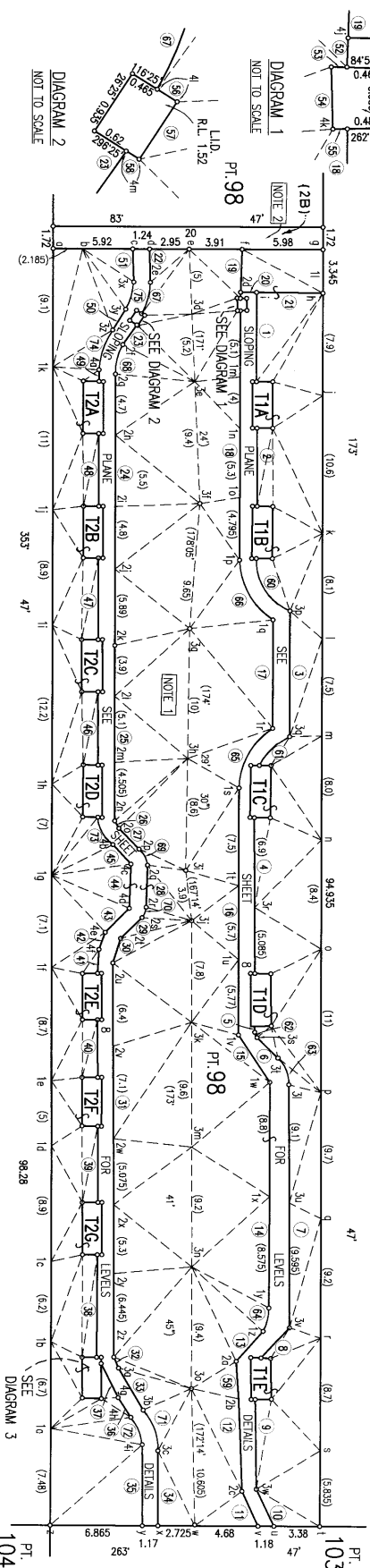
PT 111 DP 1061311

M.G.A.

L.I.D. R.L. 1.49

DIAGRAM 1
NOT TO SCALE

PT. 98

DIAGRAM 2
NOT TO SCALE

Reduction Ratio 1: 250

SURVEYORS REFERENCE: 990405 ROAD DEDICATION



NOTE:
THE TABLE OF RL's REFERS TO THE RL's FORMING THE CORNERS OF THE REGULAR SLOPING PLANES AS DEFINED ON SHEET 5.

NOTE:
FOR FULL BOUNDARY DIMENSIONS REFER TO SHEET 7.

NOTE:
THE PARTS OF LOT 98 SHOWN ON THIS SHEET ARE LIMITED IN DEPTH TO THE UPPER SURFACE OF THE CONCRETE STRUCTURE AS DEFINED BY THE SLOPING PLANES FORMED BETWEEN THE NOTED RL's SHOWN BOXED LOT 98 IS UNLIMITED IN HEIGHT

STRATUM LEVEL KEY
LID - DENOTES PART LOT LIMITED IN DEPTH TO THE NOMINATED LEVEL PLANE
LH - DENOTES PART LOT LIMITED IN HEIGHT TO THE NOMINATED LEVEL PLANE
LH - DENOTES PART LOT UNLIMITED IN HEIGHT
LID - DENOTES PART LOT UNLIMITED IN DEPTH
UNLIMITED - PART LOT UNLIMITED IN HEIGHT & DEPTH

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

General Manager/Authorised Person

[Signature]

This is sheet 8 of the plan of 9 sheets covered by subdivision certificate No. 397 of 2005

This is sheet 8 of my plan in 9 sheets dated 11/10/05

[Signature]

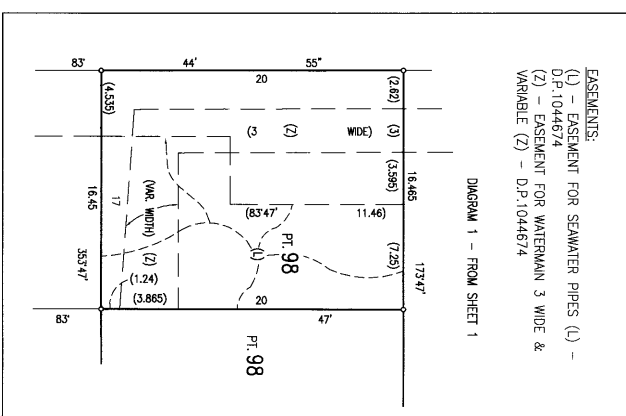
Surveyor registered under the Surveying Act 2002

DP1106640

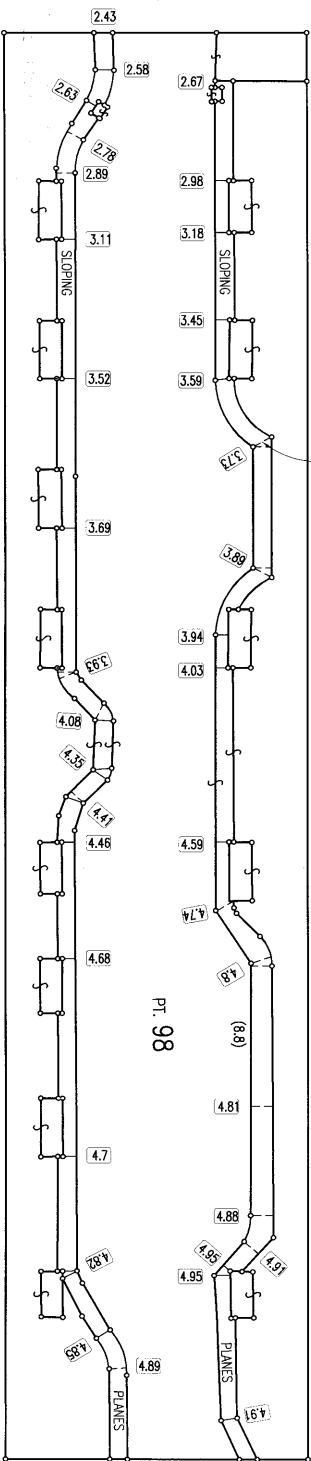
Registered 20 02 2007

TABLE OF RL's					
POINT	RL	POINT	RL	POINT	RL
d	2.86	1g	4.44	2m	3.83
b	2.78	1h	4.16	2n	3.99
c	2.54	1i	3.93	2o	4.0
d	2.46	1j	3.64	2p	4.11
e	2.54	1k	3.12	2q	3m
f	2.66	1l	2.82	2r	4.35
g	2.8	1m	3.01	2s	4.39
h	2.91	1n	3.21	2t	4.46
i	2.83	1o	3.45	2u	4.51
j	3.34	1p	3.65	2v	4.72
k	3.82	1q	3.76	2w	4.79
l	3.98	1r	3.93	2x	4.83
m	4.12	1s	3.97	2y	4.86
n	4.38	1t	4.28	2z	4.87
o	4.75	1u	4.57	2a	4.88
p	4.97	1v	4.8	2b	4.94
q	5.05	1w	4.82	2c	4.97
r	5.14	1x	4.87	2d	5.11
s	5.26	1y	4.91	2e	5.28
t	5.09	1z	4.94	2f	5.36
u	5.06	2a	4.99	2g	5.79
v	4.97	2b	5.0	2h	5.98
w	5.1	2c	4.99	2i	4.3
x	4.96	2d	2.67	2j	4.49
y	5.13	2e	2.62	2k	4.83
z	5.35	2f	2.81	2l	4.91
1a	3.12	2g	3.92	2m	4.96
1b	3.08	2h	3.14	2n	5.01
1c	3.03	2i	3.41	2o	5.06
1d	4.99	2j	3.58	2p	5.08
1e	4.99	2k	3.69	2q	4.03
1f	4.73	2l	3.7	2r	4.48

TABLE OF PLANTER BOX RL's					
POINT	RL	POINT	RL	POINT	RL
11A	d	3.18	12A	d	3.03
b	3.37	b	3.24	b	4.87
c	3.1	c	3.26	c	4.83
d	2.85	d	3.08	d	4.95
e	2.87	e	2.22	e	4.92
f	2.83	f	3.43	f	4.07
11B	d	3.82	12B	d	3.68
b	3.77	b	3.65	b	4.96
c	3.59	c	3.72	c	4.95
d	2.76	d	3.54	d	4.98
e	2.95	e	2.86	e	4.14
f	4.04	f	2.85	f	4.11
11C	d	4.19	12C	d	3.77
b	4.15	b	3.81	b	4.85
c	3.98	c	3.85	c	4.82
d	3.96	d	3.82	d	5.08
e	3.63	e	3.35	e	5.11
11D	d	4.76	12D	d	3.93
b	4.92	b	4.08	b	4.16
c	4.88	c	4.16	c	3.98
d	4.72	d	3.98	d	3.10
e	3.94	e	3.10	e	3.26
f	4.05	f	3.26	f	4.63
11E	d	5.11	12E	d	4.8
b	5.14	b	4.84	b	4.84
c	5.09	c	4.69	c	4.89
d	4.2	d	3.89	d	4.14
e	4.31	e	3.99	e	4.11



TYPICAL: SLOPE RL LINES ARE EITHER SQUARE TO LINE OF RADIAL TO CENTRE OF ARCS



PLAN 1:200 M.G.A.

SUSSEX STREET

TOTAL AREA LOT 102 292.6m²

171° 27' 50"

16.715

198° 47' 20" 14.215

Pt 605

D.P. 1094902

NOTE 1

198° 47' 20" 14.215

23.875

7.975

16.305

55°

(S510/SS11) (AFFECT THE WHOLE OF LOT 102)

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Form: 15CH
Release: 2-0

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015
Real Property Act 1900



AM747520D

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**

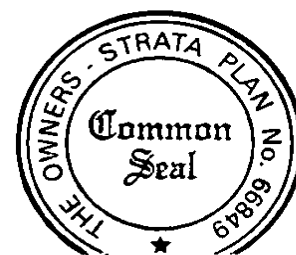
For the common property
CP/SP66849

(B) **LODGED BY**

Document Collection Box 6325L	Name, Address or DX, Telephone, and Customer Account Number if any Strata Associates Pty Ltd Locked Bag 1919 St Leonards NSW 1590 ph. 8424 9700 Reference: Account No. 132144K	CODE CH

- (C) The Owners-Strata Plan No. 66849 certify that a special resolution was passed on 27/3/2017
- (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. BY LAW 37
Amended by-law No. NOT APPLICABLE
as fully set out below:

see attached Annexure "A"



- (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 "B"
- (G) The seal of The Owners-Strata Plan No. 66849 was affixed on 18/9/2017 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:

Name: Daniel Cockerell

Authority: Strata Managing Agent

Signature:

Name:

Authority:

By Law 37 - Common Property Memorandum - ANNEXURE "A"

King Street Wharf Precinct 2 – North Tower SP66849

Owners corporation responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	<ul style="list-style-type: none"> (a) columns and railings (b) doors, windows and walls (c) balcony ceilings (including painting) (d) original tiles and associated waterproofing, affixed at the time of registration of the strata plan (e) common wall fencing, shown as a thick line on the strata plan (f) dividing fences on a boundary of the strata parcel that adjoin neighbouring land (g) awnings within common property outside the cubic space of a balcony or courtyard (h) louvres, within the cubic space of a balcony and not shown as common property on the strata plan (i) walls of planter boxes shown by a thick line on the strata plan (j) that part of a tree which exists within common property
2. Ceiling/Roof	<ul style="list-style-type: none"> (a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility) (b) plastered ceilings (other than painting, which shall be the lot owner's responsibility) (c) guttering (d) membranes
3. Electrical	<ul style="list-style-type: none"> (a) air conditioning systems serving more than one lot (b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller (c) fuses and fuse board in meter room (d) intercom and wiring serving more than one lot (e) electrical wiring serving more than one lot (f) light fittings serving more than one lot (g) power point sockets serving more than one lot (h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i>) (i) telephone, television, internet and cable wiring serving more than one lot within common property walls (j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property (k) lifts and lift operating systems
4. Entrance door	<ul style="list-style-type: none"> (a) original door lock or its subsequent replacement (b) entrance door to a lot including all door furniture and automatic closer
5. Floor	<ul style="list-style-type: none"> (a) original floorboards or parquetry flooring affixed to common property floors

	<ul style="list-style-type: none"> (b) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan (c) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan
6. General	<ul style="list-style-type: none"> (a) common property walls (b) any door in a common property wall (including all original door furniture) (c) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility) (d) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan (e) ducting cover or structure covering a service that serves more than one lot or the common property (f) ducting for the purposes of carrying pipes servicing more than one lot (g) exhaust fans outside the lot (h) hot water service located outside of the boundary of any lot or where that service serves more than one lot (i) letter boxes within common property
7. Plumbing	<ul style="list-style-type: none"> (a) floor drain or sewer in common property (b) pipes within common property wall, floor or ceiling (c) main stopcock to unit (d) storm water and on-site detention systems below ground
8. Windows	<ul style="list-style-type: none"> (a) windows in common property walls, including window furniture, sash cord and window seal (b) insect-screens, other than those installed by an owner after the registration of the strata plan (c) original lock

Lot owner responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	<ul style="list-style-type: none"> (a) privacy screen, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan (b) that part of a tree within the cubic space of a lot (c) light fittings
2. Ceiling/Roof	<ul style="list-style-type: none"> (a) false ceilings inside the lot installed by an owner after the registration of the strata plan
3. Electrical	<ul style="list-style-type: none"> (a) air conditioning systems, whether inside or outside of a lot, which serve only that lot (b) fuses and fuse boards within the lot and serving only that lot (c) in-sink food waste disposal systems and water filtration systems (d) electrical wiring serving only that lot (e) light fittings, light switches and power point sockets within the lot serving only that lot (f) telephone, television, internet and cable wiring within non- common property walls and serving only that lot (g) telephone, television, internet and cable service and connection sockets

	(h) intercom handsets serving one lot and associated wiring located within non-common walls
4. Entrance door	(a) door locks additional to the original lock (or subsequent replacement of the original lock) (b) keys, security cards and access passes
5. Floor	(a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan (b) lacquer and staining on surface of floorboards or parquetry flooring (c) internal carpeting and floor coverings, unfixed floating floors
6. General	(a) internal (non-common property) walls (b) paintwork inside the lot (including ceiling and entrance door) (c) built-in wardrobes, cupboards, shelving (d) dishwasher (e) stove (f) washing machine and clothes dryer (g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot) (h) internal doors (including door furniture) (i) skirting boards and architraves on non-common property walls (j) tiles and associated waterproofing affixed to non-common property walls (k) pavers installed within the lot's boundaries (l) ducting cover or structure covering a service that serves a single lot
7. Parking / Garage	(a) garage door remote controller (b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary (c) light fittings inside the lot where the light is used exclusively for the lot (d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies)
8. Plumbing	(a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall (b) pipes and 'S' bend beneath sink, laundry tub or hand basin (c) sink, laundry tub and hand basin (d) toilet bowl and cistern (e) bath (f) shower screen (g) bathroom cabinet and mirror (h) taps and any associated hardware
9. Windows	(a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier) (b) locks additional to the original (or any lock replaced by an owner) (c) window lock keys

Plan 66849

ANNEXURE 'B'

By-Law 1 Dictionary

Meaning of words

1.1 This by-law explains words written Like This and some other words that have special meanings. Words that this clause does not explain have the same meaning as they do in the Management Act, the Development Act and the Strata Management Statement.

1.2 In the by-laws:

Architectural Code is the architectural code for Precinct 2 in schedule 3 of the Strata Management Statement.

Balcony is a balcony shown on the strata plan for Residential North. For the purposes of the by-laws, a Balcony includes a terrace.

Basement is the basement car park that will initially be constructed under and sub-adjacent to Precincts 1 and 2 and that will eventually extend to the area under and sub-adjacent to other parts of King Street Wharf.

Building Management Committee is the committee established under the Strata Management Statement and the Development Act to administer Residential North and the other Strata Schemes and Stratum Lots in Precinct 2. The Owners Corporation is a member of the Building Management Committee.

Building Manager is the person appointed by the Owners Corporation under by-law 28 to provide management and administrative services for Residential North.

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

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

Building Works include damaging, altering or removing a load bearing wall or non-load bearing wall according to by-law 21. Building Works exclude minor works or alterations to the interior of Common Property walls enclosing a lot (eg hanging pictures or attaching items to those walls).

by-laws are the by-laws and Exclusive Use By-Laws under the Management Act in force for Residential North.


Common Property is:

- a. common property in Residential North; and
- b. the personal property of the Owners Corporation.

For the purposes of the by-laws, Common Property does not include:

- a. Shared Facilities located in Residential North; or
- b. Common Property which an owner must maintain, repair or replace under an Exclusive Use By-Law.

Development Act is the *Strata Schemes (Leasehold Development) Act 1986 (NSW)*.



Executive Committee is the executive committee of the Owners Corporation.

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

Facilities Manager is the person appointed by the Building Management Committee to provide management, operational and other services for Precinct 2. See by-law 29 and the Strata Management Statement for more information.

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

King Street Wharf is the development partly completed and partly proposed for the land comprised in lots 44 to 64 inclusive in DP 1014625.

lot is a lot in Residential North (and any lots into which it is subdivided or resubdivided).

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

occupier is the occupier, sub-lessee or licensee of a lot in Residential North.

Owner is:

- a. the owners for the time being of a leasehold interest in a lot, being the lessee as that term is defined in the Management Act;
- b. if a lot is subdivided or resubdivided, the owners for the time being of the new lots;
- c. For an Exclusive Use By-Law, the owner(s) of the lot(s) benefiting from the Exclusive Use By-Law; and
- d. a mortgagee in possession of a lot.

Owners Corporation is The Owners - Strata Plan No. 66849.

Precinct 1 is lots 51 to 56, 58 and 60 to 64 in DP 1014625.

Precinct 2 is lots 57 and 59 in DP 1014625. Residential North forms part of Precinct 2.

Residential North is the strata scheme no. 66849.

Rules are rules made by the Owners Corporation according to by-law 32.

Security Key is a key, magnetic card or other device or information used in Residential North to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems. See by-law 26 for more information.

Shared Facilities are facilities used by at least two components in Precinct 2 (eg two Strata Schemes or a Strata Scheme and Stratum Lot). The Strata Management Statement controls the use, maintenance and costs for Shared Facilities.

Signage Policy is the signage policy for Precinct 2 adopted by the Building Management Committee according to the Strata Management Statement.

Strata Management Statement is the strata management statement for Residential North and Precinct 2. The Strata Management Statement contains the rights and obligations of the Owners Corporation and other members of the Building Management Committee. See by-law 4 for more information.

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

Strata Scheme is a lot in Precinct 2 which has been subdivided by a strata plan according to the Development Act. Residential North is a Strata Scheme.

Stratum Lot is a lot in Precinct 2 which has not been subdivided by a strata plan according to the Development Act.

Umbrella Committee is the committee established under the Umbrella Deed. The Owners Corporation is a member of the Umbrella Committee. See clause 2 for more information.

Umbrella Deed is the deed initially between the Owners Corporation, the Waterways Authority and W9 & 10 Stage 1 Pty Limited to provide for the management and administration of issues affecting both Precinct 1 and Precinct 2. See by-law 2 for more information.

Waterways Authority is the Waterways Authority or any successor in title.

you is an owner or occupier of a lot in Residential North.

Interpreting the by-laws

1.3 In the by-laws a reference to:

- a. a thing includes the whole or each part of it;
- b. a document includes any variation or replacement of it;
- c. a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- d. a person includes an individual, a firm, a body corporate, an incorporated association or an authority;
- e. a third party includes a person who is not an owner;
- f. a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns; and
- g. the singular includes the plural and vice versa.

1.4 Headings do not affect the interpretation of the by-laws.

By-Law 2

King Street Wharf and the Umbrella Deed

Description

2.1 King Street Wharf is a staged, mixed-use integrated redevelopment of the inner city site that formerly comprised Darling Harbour wharves 9 and 10. The project comprises four precincts, each of which will be constructed in one more stages of the project.

2.2 Residential North is part of Precinct 2.

Purpose of the Umbrella Deed

2.3 The Umbrella Deed is an agreement between:

- a. the Owners Corporation;
- b. the other members of the Building Management Committee; and
- c. the owners corporations and owners of Stratum Lots in Precinct 1.

2.4 The purpose of the Umbrella Deed is to ensure that proper arrangements are made for:

- a. the caretaking, management and operation of services in Precinct 1 and Precinct 2;
- b. the repair and maintenance of facilities servicing both Precinct 1 and Precinct 2; and
- c. the fair apportionment of costs for the repair and maintenance of items used by both Precinct 1 and Precinct 2.

2.5 Contact the Strata Manager if you would like a copy of the Umbrella Deed (at your cost).

Obligations of the Owners Corporation

2.6 The Owners Corporation must comply with its obligations under the Umbrella Deed.

2.7 The Owners Corporation must:

- a. become a party to and sign the Umbrella Deed within 14 days after registration of the strata plan for Residential North; and
- b. if required by the Umbrella Committee, enter into and sign a new deed on the same terms and conditions as the Umbrella Deed if membership of the Umbrella Committee changes.

2.8 The Owners Corporation has the power to grant to W9 & 10 Stage 2 Pty Limited a power of attorney which enables W9 & 10 Stage 2 Pty Limited to sign on behalf of the Owners Corporation a further umbrella deed when new parties become members of the Umbrella Committee.

2.9 The powers and obligations of the Owners Corporation under by-laws 2.6 to 2.8 are in addition to those that it has under the Management Act.

Appointing a representative

2.10 The Owners Corporation is a member of the Umbrella Committee. The Owners Corporation must, by special resolution, appoint a representative to represent and vote for it at meetings of the Umbrella Committee.

2.11 The representative appointed by the Owners Corporation must be the same as the representative it appoints to the Building Management Committee. See by-law 4 for more information.

By-Law 3

About the by-laws

Purpose of the by-laws

3.1 The by-laws regulate local issues affecting the day to day management and operation of Residential North. They are an essential document for the Owners Corporation and everyone who owns or occupies a lot in Residential North.

3.2 The by-laws are designed to maintain the quality of Residential North and protect the unique life style enjoyed by all owners and occupiers. They operate to enhance everyone's use and enjoyment of their lot and the Common Property.

3.3 You should consider the by-laws in conjunction with the Strata Management Statement. See by-law 4 for more information

Who must comply with the by-laws?

3.4 You must comply with the by-laws if you are the owner or occupier of a lot in Residential North.

3.5 The Owners Corporation must comply with the by-laws.

Purpose of the Exclusive Use By-Laws

3.6 To more fairly apportion the costs for maintaining, repairing and replacing Common Property, Exclusive Use By-Laws make owners responsible for the Common Property which they exclusively use.

3.7 Subject to by-law 3.8, the Owners Corporation may amend or cancel an Exclusive Use By-Law only by special resolution and with the written consent of each owner who has the exclusive use or special privileges under the by-law.

Amending the by-laws

3.8 The Owners Corporation may add, change or cancel by-laws only if:

- a. it complies with the provisions in the Strata Management Statement about adding, changing and cancelling by-laws;
- b. it consults with the Building Management Committee before adding, changing or cancelling a by-law;
- c. it obtains written consent from the Waterways Authority; and
- d. adding, changing or cancelling the by-law does not conflict with the Umbrella Deed, the Strata Management Statement or the lease the Owners Corporation has for Common Property with the Waterways Authority.

Inconsistencies

3.9 If there is an inconsistency between a by-law and the Umbrella Deed, the Umbrella Deed prevails to the extent of the inconsistency.

3.10 If there is an inconsistency between a by-law and the Strata Management Statement, the Owners Corporation must amend the inconsistent by-law to make it consistent with the Strata Management Statement.

3.11 If there is an inconsistency between a by-law and the lease the Owners Corporation has for Common Property with the Waterways Authority, the lease prevails to the extent of the inconsistency.

By-Law 4

Strata management statement

Purpose

4.1 The Strata Management Statement regulates the management and operation of Residential North and Precinct 2. It contains rules (in addition to these by-laws) with which you and the Owners Corporation must comply including, but not limited to:

- a. the apportionment of costs for Shared Facilities;
- b. rules about using Shared Facilities; and
- c. insurance requirements.

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

Who must comply?

4.3 The Owners Corporation, owners and occupiers must comply with the Strata Management Statement.

4.4 The Owners Corporation must comply on time and at its cost with its obligations under the Strata Management Statement.

4.5 You must comply on time and at your cost with your obligations under the Strata Management Statement.

Appointing a representative to the Building Management Committee

4.6 The Owners Corporation must, by special resolution according to the Development Act, appoint a representative to represent and vote for it at meetings of the Building Management Committee. See the Strata Management Statement for more information.

4.7 The representative appointed by the Owners Corporation must be the same as the representative it appoints to the Umbrella Committee. See by-law 2 for more information.

Consents under the Strata Management Statement

4.8 Nothing in the by-laws gives the Owners Corporation, an owner or an occupier consent to do anything which is prohibited or regulated by the Strata Management Statement.

4.9 A consent under the by-laws does not relieve the Owners Corporation, an owner or an occupier from obligations to obtain necessary consents under the Strata Management Statement.

By-Law 5

Leases with the waterways authority

Leasehold strata scheme

5.1 Residential North is a leasehold strata scheme under the Development Act. The Waterways Authority is the owner of the freehold estate in the land over which the strata plan for Residential North was registered.

5.2 The Owners corporation has a lease for Common Property with the Waterways Authority.

5.3 Each lot in Residential North is subject to a lease from the Waterways Authority. The lessor is the Waterways Authority and the lessee is the owner (because the owner has taken an assignment of the lease from their immediate predecessor in title).

Obligations of the Owners corporation and owners

5.4 The Owners Corporation must comply on time and at its cost with its lease for Common Property with the Waterways Authority.

5.5 You must comply on time and at your cost with the lease for your lot with the Waterways Authority.

5.6 Nothing in the by-laws gives the Owners Corporation, an owner or an occupier consent to do anything which is prohibited or regulated by a lease with the Waterways Authority.

5.7 A consent under the by-laws does not relieve the Owners Corporation, an owner or an occupier from obligations to obtain necessary consents under a lease with the Waterways Authority.

By-Law 6

Your behaviour

6.1 You must not:

- a. make noise or behave in a way that might unreasonably interfere with the use and enjoyment of a lot or Common Property by another owner or occupier;
- b. use language or behave in a way that might offend or embarrass another owner or occupier or their visitors;
- c. smoke cigarettes, cigars or pipes while you are on Common Property or allow smoke from them to enter Common Property;
- d. obstruct the legal use of Common Property by any person;
- e. do anything in Residential North that is illegal; or
- f. do anything that might damage the good reputation of Residential North, Precinct 2 or King Street Wharf.

6.2 You must be adequately clothed when you are on Common Property.

6.3 You must not allow children in your care to:

- a. play on Common Property inside the buildings comprising Residential North (eg accessways, hallways or stairs); or
- b. unless an adult exercising effective control is with them, be in an area of Common Property that may be dangerous to children (eg the carpark).

By-Law 7

You are responsible for others

7.1 You must:

- a. ensure your visitors comply with the by-laws and the Strata Management Statement;
- b. make your visitors leave Residential North if they do not comply with the by-laws or the Strata Management Statement;
- c. take reasonable care about who you invite into Residential North; and
- d. accompany your visitors at all times, except when they are entering and leaving Residential North.

7.2 If you lease or licence your lot, you must:

- a. ensure your tenant or licensee and their visitors comply with the by-laws and the Strata Management Statement; and
- b. take all action available to you, including action under the lease or licence agreement, to make them comply or leave Residential North.

7.3 You must not allow another person to do anything which you cannot do under the by-laws or the Strata Management Statement.

By-Law 8

Your lot

General requirements

8.1 You must:

- a. keep your lot clean and tidy and in good repair and condition;
- b. properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws or Strata Management Statement which services your lot (whether or not you made the installation or alteration);
- c. notify the Owners Corporation if you change the existing use of your lot or do anything in your lot which may affect premiums for insurances effected by for Residential North by the Owners Corporation; and
- d. notify the Building Management Committee if you change the existing use of your lot or do anything in your lot which may affect premiums for insurances effected for Residential North or Precinct 2 by the Building Management Committee.

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

- a. store things in the carspace of your lot (other than a vehicle);
- b. keep anything in your lot that is visible from outside the lot and is not in keeping with the appearance of Residential North;
- c. install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your lot if they are visible from outside your lot or Residential North; or
- d. attach or hang an aerial or wires outside your lot or Residential North.

8.3 You must not:

- a. operate electronic equipment or a device which interferes with domestic appliances; or
- b. install or operate an intruder alarm with an audible signal.

Occupation of your lot

8.4 Under the development consent for Residential North, the Owners Corporation must provide The Council of the City of Sydney with a certificate, within 12 months of completion of construction of the building comprising Residential North and every 12 months thereafter, certifying that all lots in Residential North are occupied by:

- a. owners; or
- b. occupiers under a residential lease which complies with the *Residential Tenancies Act 1987* (NSW).

8.5 In order to comply with the development consent described in by-law 8.4, lots in Residential North must be occupied only by:

- a. the owner of the lot; or
- b. an occupier under a residential lease which complies with the *Residential Tenancies Act 1987* (NSW).

8.6 An owner must comply with their obligation under section 119 of the Management Act to notify the Owners Corporation within 14 days after the commencement of a lease for their lot. It is an offence for an owner to fail to comply with section 119.

8.7 In addition to its powers under the Management Act, the Owners Corporation has the power to serve notice on an owner requiring the owner to provide notice of a lease of their lot according to section 119.

Enclosing the carspace of your lot

8.8 You may enclose the carspace(s) for your lot provided that:

- a. you comply with by-laws 8.9 and 8.10;
- b. the enclosure (other than the door) is constructed from wire meshing or another material approved by the Owners Corporation;
- c. the door of the enclosure is a perforated roller shutter door or another type of door approved by the Owners Corporation;
- d. the enclosure is located wholly within the boundaries of your lot;
- e. the enclosure does not interfere with or prejudice any service in King Street Wharf and, in particular, sprinklers, smoke detectors and carpark ventilation systems; and
- f. you provide the Owners Corporation and Building Management Committee with reasonable access to the carspace(s) to enable the Owners Corporation and Building Management Committee to comply with their obligations under the by-laws, the Strata Management Statement and the law.

8.9 Before you enclose the carspace(s) for your lot, you must:

- a. provide the Owners Corporation with a certificate by an appropriate qualified person reasonably acceptable to the Owners Corporation that the enclosure does not interfere with or prejudice any service; and
- b. obtain consent from all relevant Government Agencies and provide copies of those consents to the Owners Corporation.

8.10 You may make minor alterations to Common Property in order to enclose the carspace(s) of your lot according to this by-law. These are not Building Works for the purposes of by-law 20. However, you must comply with by-laws 20.5 and 20.6 when you carry out the works.

By-Law 9

Architectural code and signage policy

Architectural Code

9.1 The Architectural Code for Residential North and Precinct 2 is in schedule 3 of the Strata Management Statement.

9.2 The Architectural Code contains important provisions about:

- a. changing the facade or external appearance of Residential North; and
- b. the procedures for carrying out building works in a lot or Common Property.

9.3 The Owners Corporation, owners and occupiers must comply with the Architectural Code and obtain all necessary consents under the Architectural Code before carrying out works in Residential North.

Signage Policy

9.4 The Building Management Committee has adopted a Signage Policy for Precinct 2 according to the Strata Management Statement. The Signage Policy contains important provision about:

- a. the types of signs which may be erected in Residential North; and
- b. the consents which you must obtain before you erect a sign.

9.5 You and the Owners Corporation must comply with the Signage Policy and obtain all necessary consents under the Signage Policy before erecting a sign in Residential North.

9.6 Contact the Strata Manager if you would like a copy of the Signage Policy (at your cost).

By-Law 10

You must comply with the law

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

- a. your lot;
- b. the use of your lot; and
- c. Common Property to which you have a licence, lease or a right to exclusive use or special privileges.

10.2 The things with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of Government Agencies.

By-Law 11

Floor covering in your lot

11.1 An owner must keep floors in their lot covered or treated to stop the transmission of noise that might unreasonably disturb another owner or occupier. However, this does not apply to floors in the kitchen, bathroom, lavatory or laundry of the lot.

11.2 You must have consent from the Owners Corporation to remove or interfere with floor coverings or treatments in your lot that assist to prevent the transmission of noise that might unreasonably disturb another owner or occupier.

By-Law 12

Windows in your lot

Window coverings

12.1 The curtains, blinds, louvres, shutters and other window and door treatments in your lot must have an appearance from outside your lot which is:

- a. beige, cream or off-white; or
- b. another colour approved by the Owners Corporation.

Cleaning windows

12.2 You must clean the glass in windows and doors of your lot (even if they are Common Property). You do not have to clean the glass in windows or doors that you cannot access safely.

12.3 The Owners Corporation may resolve to clean the glass in some or all of the windows and doors in Residential North. If the Owners Corporation resolves to clean glass in your lot, you are excused from your obligations under this by-law to clean that glass.

By-Law 13

How to dispose of your garbage

Overview

13.1 Each level in Residential North is serviced by a Common Property garbage chute for the disposal of household garbage. The garbage chute deposits household garbage into a garbage room in the Basement of Residential North.

13.2 A Common Property garbage room is located on each level of Residential North for the storage of recyclable materials.

13.3 The Owners Corporation is responsible to remove household garbage and recyclable materials from Residential North and store them in a central garbage room in the Basement of Precinct 1. The rights of the Owners Corporation in this regard are contained in the easements for Precinct 1 and Precinct 2 created under the *Conveyancing Act 1919* (NSW).

Role of the Building Management Committee

13.4 Garbage storage and removal is an important issue and affects each owner and occupier in Precinct 1 and Precinct 2.

13.5 To ensure the smooth operation of garbage storage and disposal, the Building Management Committee has the power to give directions to the Owners Corporation, owners and occupiers about how and when it must storage and dispose of garbage and recyclable materials. In particular, the Building Management Committee may regulate the storage of garbage and recyclable materials in the central garbage room in the Basement of Precinct 1.

13.6 Subject to by-law 13.7, the Owners Corporation, owners and occupiers must comply with the directions of the Building Management Committee about the storage or disposal of garbage and recyclable materials.

13.7 Under the Strata Management Statement, the Building Management Committee may appoint the Facilities Manager to perform its functions in regard to the storage and disposal of garbage and recyclable materials. If this happens, the Owners Corporation, owners and occupiers must comply with the directions of the Facilities Manager about the storage or disposal of garbage and recyclable materials

What are your obligations?

13.8 You must:

- a. drain and securely wrap all your household garbage and put it in the Common Property garbage chute on your level of Residential North;
- b. leave your other garbage and recyclable materials in the area designated by the Owners Corporation in the Common Property garbage room on your level of Residential North;
- c. drain and clean bottles and make sure they are not broken before you put them in the Common Property garbage room; and
- d. contact the Owners Corporation to remove your large articles of garbage, recyclable materials or liquids that are poisonous or dangerous to the environment (at your cost).

13.9 You must not:

- a. leave garbage and recyclable materials on Common Property (except according to this by-law);
- b. put bottles or glass in the garbage chute;
- c. put liquids in the garbage chute;
- d. put items that weigh more than 2.5 kilograms in the garbage chute; or
- e. put boxes or large items in the garbage chute which might block the garbage chute.

Rights and obligations of the Owners Corporation?

13.10 The Owners Corporation must:

- a. arrange for the regular removal of garbage from the Common Property garbage room in the Basement of Precinct 2 to the central garbage room in Precinct 1;
- b. arrange for the regular removal of recyclable materials from the Common Property garbage rooms to the central garbage room in Precinct 1;
- c. arrange for the removal of large articles of garbage, recyclable materials or liquids that are poisonous or dangerous to the environment from the Common Property garbage rooms used by the owners and occupiers of Residential Lots (at the cost of the relevant owner or occupier); and
- d. regularly clean each Common Property garbage room.

By-Law 14

Keeping an animal

14.1 You must not keep an animal in your lot or on Common Property unless it is a guide dog or hearing dog and you need the dog because you are visually or hearing impaired.

14.2 You must not allow your visitors to bring animals into Residential North unless they are guide dogs or hearing dogs.

By-Law 15

Drying your laundry

You must not hang laundry, bedding or other articles on the Balcony of your lot or in an area that is visible from outside your lot.

By-Law 16

What you may keep on the balcony of your lot

16.1 You may keep the following items on the Balcony of your lot if you comply with the requirements in this by-law:

- a. pot plants;
- b. landscaping;
- c. occasional furniture;
- d. outdoor recreational equipment; and
- e. other items approved by the Owners Corporation.

16.2 You must:

- a. keep items on the Balcony of your lot clean and tidy and in good condition;
- b. ensure that items on the Balcony of your lot are reasonably secure against the prospect of being dislodged from the Balcony by wind; and
- c. when you water plants on the Balcony of your lot, take reasonable steps to ensure that water does not enter another lot, Common Property, another Strata Scheme or a Stratum Lot.

16.3 Items which you keep on the Balcony of your lot must not:

- a. be likely to or cause damage to another lot, Common Property, another Strata Scheme or a Stratum Lot; or
- b. be dangerous or likely to cause danger.

16.4 You must not store flammable or combustible materials on the Balcony of your lot.

16.5 The Owners Corporation may require you, at your cost, to remove items from the Balcony of your lot that are not Common Property (and to replace those items) to enable the Owners Corporation to:

- a. inspect Common Property;
- b. maintain repair and replace Common Property; or
- c. comply with the obligations of the Owners Corporation under the by-laws, the Strata Management Statement, the Umbrella Deed and the Management Act.

By-Law 17

Fire control

17.1 Subject to by-law 16.4. you may keep flammable materials in your lot if you:

- a. use them in connection with the lawful use of your lot; and
- b. keep them in reasonable quantities according to the guidelines of Government Agencies.

17.2 You and the Owners Corporation must comply with laws about fire control.

17.3 You must not:

- a. keep flammable materials on Common Property;
- b. interfere with fire safety equipment; or
- c. obstruct fire stairs or fire escapes.

By-Law 18

Moving stock, furniture and goods

REPEALED

By-Law 19

Parking on common property

Subject to your rights under the by-laws, you must have consent from the Owners Corporation to park or stand a vehicle on Common Property.

By-Law 20

Procedures for carrying out building works

REPEALED

By-Law 21

Load bearing and non load bearing walls

REPEALED

By-Law 22

Licences to use Common Property

22.1 In addition to its powers under the Management Act, the Owners Corporation has the power to grant licences to owners and occupiers to use parts of Common Property.

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

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

22.3 The Owners Corporation may exercise its powers under this by-law only by ordinary resolution at a properly convened general meeting.

By-Law 23

Damage to Common Property

23.1 Subject to the by-laws and the Strata Management Statement, you must:

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

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

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

By-Law 24

Insurance premiums

Owners Corporation insurances

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

24.2 If the Owners Corporation gives you consent under this by-law, it may make conditions that, without limitation, require you to reimburse the Owners Corporation for any increased premium. If you do not agree with the conditions, the Owners Corporation may refuse its consent.

Building Management Committee insurance

24.3 According to the Strata Management Statement, you must have consent from the Building Management Committee to do anything which might invalidate, suspend or increase the premium for an insurance policy effected by the Building Management Committee.

See the Strata Management Statement for more information.

By-Law 25

Security in residential north

Rights and obligations of the Owners Corporation

25.1 The Owners Corporation must take reasonable steps to:

- a. stop intruders coming into Residential North; and
- b. prevent fires and other hazards.

25.2 In addition to its powers under the Management Act, the Owners Corporation has the power to install and operate in Common Property audio visual security cameras and other audio visual surveillance equipment for the security of Residential North.

25.3 When it exercises its rights under this by-law, the Owners Corporation must not:

- a. shut down or interfere with the integrated security system for Precinct 2; or
- b. restrict access to parts of Common Property which are Shared Facilities.

Restricting access to common property

25.4 In addition to its powers under the Management Act, the Owners Corporation has the power to:

- a. close off or restrict by Security Keys access to parts of Common Property that do not give access to a lot;
- b. restrict by Security Keys your access to levels in Residential North where you do not own or occupy a lot or have exclusive use or special privileges of Common Property; and
- c. allow the Building Manager, Facilities Manager and security personnel to use part of Common Property to operate or monitor security of Residential North. The Owners Corporation may exclude you from using these parts of Common Property.

What are your obligations?

25.5 You must not:

- a. interfere with security cameras or surveillance equipment; or
- b. do anything that might prejudice the security or safety of Residential North.

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

By-Law 26

Security keys

Rights and obligations of the Owners Corporation

26.1 If the Owners Corporation restricts access to parts of Common Property under by-law 25, the Owners Corporation may give you a Security Key. The Owners Corporation may charge you a fee or bond if you want extra or replacement Security Keys.

26.2 Security Keys belong to the Owners Corporation.

26.3 In addition to its powers under the Management Act, the Owners Corporation has the power to:

- a. re-code Security Keys; and
- b. require you to promptly return your Security Keys to the Owners Corporation to be re-coded.

26.4 In addition to its powers under the Management Act, the Owners Corporation has the power to make agreements with another party (eg the Building Manager) to exercise its functions under this by-law and, in particular, to manage the Security Key system and provide Security Keys to owners and occupiers. The agreement may have provisions requiring owners to pay the other person an administration fee for the provision of Security Keys.

26.5 The rights of the Owners Corporation under this by-law are subject to the Strata Management Statement. In particular, the Owners Corporation must not:

- a. shut down or interfere with the integrated security system for Precinct 2; or
- b. restrict access to parts of Common Property which are Shared Facilities.

What are your obligations?

26.6 You must:

- a. take all reasonable steps not to lose Security Keys;
- b. return Security Keys to the Owners Corporation if you do not need them or if you no longer an owner or occupier a lot in Residential North; and
- c. notify the Owners Corporation immediately if you lose a Security Key.

26.7 If you lease or licence your lot, you must include a requirement in the lease or licence that the occupier return Security Keys to the Owners Corporation when they move out of Residential North.

26.8 You must not:

- a. copy a Security Key; or
- b. give a Security Key to someone who is not an owner or occupier.

26.9 You must comply with the reasonable instructions of the Owners Corporation about Security Keys and, in particular, instructions about re-coding and returning Security Keys.

By-Law 27

Controlling traffic in common property

27.1 In addition to its powers under the Management Act and subject to the Strata Management Statement, the Owners Corporation has the power to :

- a. impose a speed limit for traffic on Common Property;
- b. impose reasonable restrictions on the use of Common Property driveways and parking areas;
- c. install speed humps and other traffic control devices in Common Property; and
- d. install signs about parking and to control traffic in Common Property.

27.2 The Owners Corporation may also pass responsibility for those matters to the Facilities Manager.

By-Law 28

Agreement with the building manager

Purpose of the agreement

28.1 In addition to its powers under the Management Act, the Owners Corporation has the power to appoint and enter into agreements with the Building Manager to provide management and operational services for Residential North.

Duties of the Building Manager

28.2 The duties of the Building Manager may include:

- a. caretaking, supervising and servicing Common Property;
- b. supervising the cleaning, repair, maintenance, renewal or replacement of Common Property;
- c. arranging for the inspection and certification of plant and equipment as required by the law;
- d. providing services to the Owners Corporation, owners and occupiers;
- e. supervising employees and contractors of the Owners Corporation;
- f. supervising Residential North generally; and
- g. doing anything else that the Owners Corporation agrees is necessary for the operation and management of Residential North.

Terms of the agreement

28.3 The Owners Corporation may, in its own right, enter into an agreement with the Building Manager from the date of the first general meeting of the Owners Corporation for a term of 18 months or until the second annual general meeting of the Owners Corporation (whichever happens first). The terms of that agreement may include:

- a. the remuneration of the Building Manager for the term must not exceed a fixed sum of \$5,000 per month; and
- b. the duties of the Building Manager may be the duties listed in by-law 28.2.

28.4 At any time after the expiry of the agreement under by-law 28.4, the Owners Corporation may determine to enter into an agreement in its own right with the Building Manager on the terms and conditions reasonably determined by the Owners Corporation.

28.5 For any agreements entered into by the Owners Corporation after the expiry of the agreement under by-law 28.3, the Owners Corporation may appoint a Building Manager of its choice. It is not obliged to appoint as its Building Manager the Facilities Manager appointed by the Building Management Committee.

28.6 The Owners Corporation must not appoint the Building Manager to perform functions which are (or will be) performed by the Facilities Manager appointed by the Building Management Committee.

By-Law 29

Agreement with the facilities manager

Purpose of the agreement

29.1 In addition to its powers under the Management Act, the Owners Corporation has the power as a member of the Building Management Committee to appoint and enter into agreements with the Facilities Manager to provide management and operational services for Precinct 2.

Terms of the agreement

29.2 The terms of the agreements the Owners Corporation enters into or becomes a party to under this by-law must not exceed ten years (including options to renew the agreement). The agreements may have provisions about:

- a. the rights of the parties to the agreement and the Facilities Manager to terminate the agreement early; and
- b. the rights of the Facilities Manager to assign the agreement.

29.3 The remuneration for the Facilities Manager is at the discretion of the Owners Corporation and the parties to the agreement.

29.4 The duties of the Facilities Manager are specified in the Strata Management Statement.

29.5 In addition to its powers under the Management Act, the Owners Corporation has the power to grant to the Facilities Manager a power of attorney which enables the Facilities Manager to sign on behalf of the Owners Corporation a further agreement with the Facilities Manager when new parties become members of the Building Management Committee.

By-Law 30

Agreement with the strata manager

REPEALED

By-Law 31

Building management and you

You must not:

- a. interfere with or stop the Building Manager, Facilities Manager or Strata Manager performing their obligations or exercising their rights under their agreements with the Owners Corporation or the Building Management Committee; or
- b. interfere with or stop the Building Manager, Facilities Manager or Strata Manager using Common Property that the Owners Corporation permits them to use.

By-Law 32

Rules

32.1 The Owners Corporation may make Rules about the security, control, management, operation, use and enjoyment of Residential North. Rules must comply with and be consistent with the by-laws and the Strata Management Statement.

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

32.3 You must comply with the Rules.

32.4 If a Rule is inconsistent with a by-law, the Umbrella Deed, the Strata Management Statement or a requirement of a Government Agency, then the by-law, Umbrella Deed, Strata Management Statement or requirement of a Government Agency prevail to the extent of the inconsistency.

32.5 Contact the Strata Manager if you would like a copy of the Rules (at your cost).

By-Law 33

Books and records

33.1 In addition to the books and records which the Owners Corporation must maintain under the Management Act, the Owners Corporation must maintain all correspondence, agendas, minutes and other documents relating to:

- a. the Building Management Committee;
- b. the Strata Management Statement;
- c. the Umbrella Deed; and
- d. the Umbrella Committee.

33.2 The Owners Corporation must:

- a. maintain the records under by-law 33.1 for at least seven years; and
- b. make the records available for inspection under section 108 of the Management Act.

By-Law 34

Consents by the owners corporation

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

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

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

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

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

By-Law 35

Failure to comply with by-laws

35.1 The Owners Corporation may do anything on your lot that you should have done under the Management Act, the Strata Management Statement or the by-laws but which you have not done or in the opinion of the Owners Corporation acting reasonably, have not done properly.

35.2 The Owners Corporation must give you a written notice specifying when it will enter your lot to do the work. You must:

- a. give the Owners Corporation (or persons authorised by it) access to your lot according to the notice and at your cost; and
- b. pay the Owners Corporation for its costs for doing the work.

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

35.4 The powers of the Owners Corporation under this by-law are in addition to those which it has under the Management Act.

By-Law 36

Applications and complaints

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

By-Law 37

Common Property memorandum

Owners corporation responsibilities for maintenance, repair or replacement

1. Balcony and courtyards

- a. columns and railings
- b. doors, windows and walls
- c. balcony ceilings (including painting)
- d. original tiles and associated waterproofing, affixed at the time of registration of the strata plan
- e. common wall fencing, shown as a thick line on the strata plan
- f. dividing fences on a boundary of the strata parcel that adjoin neighbouring land
- g. awnings within common property outside the cubic space of a balcony or courtyard
- h. louvres, within the cubic space of a balcony and not shown as common property on the strata plan
- i. walls of planter boxes shown by a thick line on the strata plan
- j. that part of a tree which exists within common property

2. Ceiling/Roof

- a. false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility)

- b. plastered ceilings (other than painting, which shall be the lot owner's responsibility)
- c. guttering
- d. membranes

3. Electrical

- a. air conditioning systems serving more than one lot
- b. automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller
- c. fuses and fuse board in meter room
- d. intercom and wiring serving more than one lot
- e. electrical wiring serving more than one lot
- f. light fittings serving more than one lot
- g. power point sockets serving more than one lot
- h. smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under *Environmental Planning and Assessment Act 1979*)
- i. telephone, television, internet and cable wiring serving more than one lot within common property walls
- j. television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property
- k. lifts and lift operating systems

4. Entrance door

- a. original door lock or its subsequent replacement
- b. entrance door to a lot including all door furniture and automatic closer

5. Floor

- a. original floorboards or parquetry flooring affixed to common property floors
- b. original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan
- c. sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan

6. General

- a. common property walls
- b. any door in a common property wall (including all original door furniture)
- c. skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility)
- d. original tiles and associated waterproofing affixed to the common property walls at the

time of registration of the strata plan

- e. ducting cover or structure covering a service that serves more than one lot or the common property
- f. ducting for the purposes of carrying pipes servicing more than one lot
- g. exhaust fans outside the lot
- h. hot water service located outside of the boundary of any lot or where that service serves more than one lot
- i. letter boxes within common property

7. Plumbing

- a. floor drain or sewer in common property
- b. pipes within common property wall, floor or ceiling
- c. main stopcock to unit
- d. storm water and on-site detention systems below ground

8. Windows

- a. windows in common property walls, including window furniture, sash cord and window seal
- b. insect-screens, other than those installed by an owner after the registration of the strata plan
- c. original lock

Lot owner responsibilities for maintenance, repair or replacement

1. Balcony and courtyards

- a. privacy screen, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan
- b. that part of a tree within the cubic space of a lot
- c. light fittings

2. Ceiling/Roof

- a. false ceilings inside the lot installed by an owner after the registration of the strata plan

3. Electrical

- a. air conditioning systems, whether inside or outside of a lot, which serve only that lot
- b. fuses and fuse boards within the lot and serving only that lot
- c. in-sink food waste disposal systems and water filtration systems
- d. electrical wiring serving only that lot
- e. light fittings, light switches and power point sockets within the lot serving only that lot
- f. telephone, television, internet and cable wiring within non- common property walls and

serving only that lot

- g. telephone, television, internet and cable service and connection sockets
- h. intercom handsets serving one lot and associated wiring located within non-common walls

4. Entrance door

- a. door locks additional to the original lock (or subsequent replacement of the original lock)
- b. keys, security cards and access passes

5. Floor

- a. floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan
- b. lacquer and staining on surface of floorboards or parquetry flooring
- c. internal carpeting and floor coverings, unfixed floating floors

6. General

- a. internal (non-common property) walls
- b. paintwork inside the lot (including ceiling and entrance door)
- c. built-in wardrobes, cupboards, shelving
- d. dishwasher
- e. stove
- f. washing machine and clothes dryer
- g. hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot)
- h. internal doors (including door furniture)
- i. skirting boards and architraves on non-common property walls
- j. tiles and associated waterproofing affixed to non-common property walls
- k. pavers installed within the lot's boundaries
- l. ducting cover or structure covering a service that serves a single lot

7. Parking / Garage

- a. garage door remote controller
- b. garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary
- c. light fittings inside the lot where the light is used exclusively for the lot
- d. mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the *Dividing Fences Act 1991* applies)

8. Plumbing

- a. pipes, downstream of any stopcock, only serving that lot and not within any common property wall
- b. pipes and 'S' bend beneath sink, laundry tub or hand basin
- c. sink, laundry tub and hand basin
- d. toilet bowl and cistern
- e. bath
- f. shower screen
- g. bathroom cabinet and mirror
- h. taps and any associated hardware

9. Windows

- a. window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier)
- b. locks additional to the original (or any lock replaced by an owner)
- c. window lock keys

Special By-Law 1 Building works

PART 1

PART 1.1

GRANT OF RIGHT

1.1.1 Notwithstanding anything contained in the by-laws applicable to the scheme, an owner has the right to carry out the Works (at the owner's cost and to remain the owner's fixture) subject to the provisions of Part 3 of this by-law.

1.1.2 An occupier has no right to carry out any Works contemplated by this by-law or otherwise.

1.1.3 The purpose of this by-law is to regulate an owner installing any Works within their lot either affecting or not affecting common property and to regulate their maintenance

PART 1.2

THIS BY-LAW TO PREVAIL

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

1.2.2 If there is any inconsistency between this by-law and the Umbrella Deed (as defined in the Strata Management Statement), then the provisions of the Umbrella Deed shall prevail to the extent of that inconsistency.

1.2.3 If there is any inconsistency between this by-law and the Strata Management Statement, then the Owners Corporation must amend this by-law to make it consistent with the Strata Management Statement.

1.2.4 If there is any inconsistency between this by-law and the lease the Owners Corporation has with the Waterways Authority (as defined in the Strata Management Statement), then the provisions of the said lease shall prevail to the extent of that inconsistency.

PART 2

DEFINITIONS

Definitions

For the purpose of this by-law:-

2.1 "building" includes:-

- a. part of a building;
- b. a lot, or part of a lot;
- c. the walls, floors, ceilings, windows or doors adjacent to a lot;
- d. facilities for the supply of water, sewerage, drainage, gas, electricity, oil, garbage, conditioned air or telephone, television or radio impulses or signals services,

and situated at King Street Wharf Precinct 2.

2.2 "Facilities Manager" is the person appointed by the Building Management Committee as defined in the Strata Management Statement to provide maintenance and other services to the scheme.

2.3 "Major Works" means works that require penetration to common property floors, walls and ceilings including works of a structural nature and which are not Minor Works.

2.4 "Minor Works" means works that do not penetrate any common property walls, ceilings, floor slabs (with exception of screwing internal partitions to the walls, ceilings, floors and minor attachments to common property).

2.5 "Owners Corporation" means the owners corporation created by the registration of strata plan registration number 66849.

2.6 "Resident Information Manual" means the document which outlines general guidelines, procedures, services and House Rules for owners, occupiers and visitors at the building.

2.7 "Strata Management Statement" means the strata management statement applicable to the scheme.

2.8 "Strata Manager" means the strata manager appointed by the Owners Corporation pursuant to the Strata Schemes Management Act from time to time.

2.9 "Works" means the Minor Works and the Major Works.

2.10 any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act, 1996*.

PART 3

CONDITIONS

3.1 Carrying out building works

3.1.1 An owner of a lot must not do or permit the doing of any Works or allow any such Works to be carried out on his behalf, otherwise than on the conditions set out in this by-law.

Conditions:-

3.2 Owners Corporation's Consent

3.2.1 An Owner has the right to carry out Minor Works without the consent of the Owners Corporation provided at least fourteen (14) days' notice has been provided to the executive committee or to the Facilities Manager, such notice to specify in detail the works to be undertaken and the duration of any impact on the common property or disruption to common property services or access.

3.2.2 Upon receipt of any notice provided under the preceding clause should the executive committee determine (at its absolute discretion), or form the opinion or be advised that the works contemplated are Major Works, then the Owner shall not commence those works without the requisite consent of the Owners Corporation for Major Works under this by-law.

3.2.3 Before commencement of any Major Works, the Owner must, in addition to any obligations under this by-law:

- a. prepare and provide to the executive committee:
 - i. a new by-law under the *Strata Schemes Management Act, 1996* to amend the definition of "Major Works", make specific reference to the "Lot" and include a definition of "Plans" to cover the specific scope of Major Works to be carried out; and
 - ii. the Owner's written consent to:
 - A. the passing of the by-law; and
 - B. be responsible for the maintenance, repair and replacement of the Major Works,
 - iii. such by-law and form of consent to be acceptable to the executive committee and to be considered at the next general meeting of the Owners Corporation;

3.2.4 If the Works affect Shared Facilities as defined in the Strata Management Statement or services within the car park of the scheme or involves work within the car park, the owner must also obtain approval from the Building Management Committee as defined in the Strata Management Statement to carry out the work and use contractors approved by the Building Management Committee in accordance with the Strata Management Statement.

3.2.5 Upon receipt of a by-law under clause 3.2.3 the executive committee will review the proposal and stipulate any relevant conditions to be contained in the exclusive use or special privileges by-law. Such conditions to include (but shall not be limited to) those set out in this Part 3.

3.3 Application for consent

3.3.1 In addition to the obligations set out above to obtain the consent of the Owners Corporation under this by-law for Major Works, an owner of a lot must apply in writing to the Owners Corporation. The application must contain or be accompanied by, where relevant:-

- a. drawings and specifications, including but not limited to hydraulic, mechanical ventilation, electrical and fire services sufficient to allow the Owners Corporation to assess:-
 - i. compliance of the proposed Works with the Building Code of Australia and any pertinent Australian Standard, relating inter alia to the waterproofing of wet areas;
 - ii. the effect of the proposed Works upon the building (including structural impact, if any) and the owners and occupiers of other lots.
- b. evidence of approval of the Works (if required) from any government, semi government, statutory, public or other authority having any jurisdiction over a lot including the local Council or a suitably prepared application for such approval.
- c. the certificate of a duly qualified engineer or engineers in favour of the Owners Corporation that the structural integrity and the operation of the building will not be detrimentally affected by the proposed Works if the proposed Works will affect any part of the building which provides support or shelter for another lot or for the common property, or facilities for the supply of services in the building.
- d. an impact assessment statement which shall outline the preventative measures to be taken to reduce the potential impact of the proposed works on the common property and other lots. This

statement shall also describe:

- a. proposed noise abatement measures to be implemented during construction;
- b. proposed methodology to protect the common property; and
- c. impact of the construction on the day to day cleanliness of and access to the common property including the car park and loading dock;
- e. if tiles are being removed, details about the technique of removal and the steps to ensure there is no consequential damage to the lot below.
- f. confirmation that, if a shower recess is to be re-tiled, a new waterproof membrane is to be installed and written certification provided as to its proper installation.
- g. if a dishwasher is being installed, details about the plumbing, water containment measures and sound reduction.
- h. the proposed date of commencement and the duration of the building works.
- i. the means by which it is proposed the tradesmen, building materials and building debris enter and leave the building. All deliveries and removal must be from the car park level. The lift walls and floor must be kept covered with the protective linings supplied by a security guard. The areas and other affected common property are to be protected from damage prior to commencing works and cleaned on a daily basis.
- j. the proposed hours of work. Permission will not be given for work other than between the hours of 8am to 5pm, Monday to Friday and 8am to 12 noon Saturday, excluding public holidays. Use of impact and/or vibration tools will only be permitted between 9am and 3pm, Monday to Friday and then only with the prior arrangement with the Facilities Manager.
- k. arrangements for storage of building materials and removal of debris.
- l. arrangement for the parking of tradesmen's vehicles. Private vehicles may not be parked on common property. One work truck may be parked on the common property provided prior approval to the location is obtained from the executive committee or a security guard.
- m. evidence of currency for the duration of the Works of Contractors' All Risks insurance cover with a reputable insurer (incorporating cover of not less than \$20 million against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of such works) naming the Owners Corporation as beneficiary and evidence of workers' compensation insurance.
- n. where the Works are residential building work for the purposes of the Home Building Act 1989, evidence that the building contractor is licensed and has provided insurance under Section 92 of that Act (or any amending Act or legislation).
- o. a schedule of finishes including manufacturer, colour and sound proofing measures.
- p. an acoustic report from a suitably qualified acoustic engineer outlining the compliance of altered wall/floor finishes with the current Building Code of Australia requirements and those of local Council to preserve the acoustic integrity of the lot and common property.

3.4 Owners Corporation's Decision

3.4.1 The Owners Corporation must determine an application for its consent under this by-law as soon as practicable.

3.4.2 The Owners Corporation must not withhold its consent unreasonably, or impose unreasonable conditions on its consent. For clarity requesting further information is not unreasonable.

3.4.3 The Owners Corporation may impose conditions as are consistent with the intention of this by-law.

3.5 Payment of Bond

3.5.1 As a condition of its consent, the Owners Corporation may require the payment by the owner of a bond of not less than \$2000.00 or such other amount as the executive committee thinks fit having regard to the nature and extent of the Works.

3.5.2 The owner of the lot must pay the bond to the Owners Corporation before the commencement of the Works.

3.5.3 Any approval granted by the Owners Corporation must identify those costs that may be deducted from the bond money deposited by an owner. Those costs may include the following:-

- a. the costs of rectifying any damage to the common property or the Owners Corporation's personal property caused by the Works or damage to other lot owners' property;
- b. the costs of cleaning the common property if the owner/s contractors fail to do so to the reasonable satisfaction of the Owners Corporation;
- c. the costs of the Owners Corporation's engineer or building consultant inspecting the Works or advising the Owners Corporation about them;
- d. the costs of the Facilities Manager, Strata Manager or other representatives of any of them inspecting the Works while in progress and at completion, to check compliance with the owner's drawings and specifications and conditions of approval;
- e. the cost of a security guard, if considered desirable by the Owners Corporation by reason of the failure of the owner's contractors to preserve the security of the building.

3.5.4 The Owners Corporation must refund the balance of the bond (if any) not applied to such costs contemplated under this by-law to the owner or occupier within 14 days of completion of the Works.

3.5.5 The Owner, at that owner's cost, must carry out a dilapidation report with photographs of the common property prior to the commencement and at the completion of the Works, to determine if any damages have been occasioned to the common property.

3.6 During construction of the Works

3.6.1 Whilst the Works are in progress the Owner of the lot must:

- a. use duly licensed employees, contractors or agents to conduct the Works and ensure that they attend site induction and complete all necessary work permits and safe work method statements as required by the Facilities Manager.
- b. ensure compliance with occupational health and safety laws and regulations;
- c. ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
- d. use reasonable endeavours to cause as little disruption as possible;
- e. not vary the Works approved under this by-law without first obtaining the consent in writing from the Owners Corporation and/or local Council, if required.

3.7 Conditions during Works in Progress

3.7.1 No car parking spaces are available at King Street Wharf for contractors' vehicles. The owner may make arrangements for daytime car parking in "their lot" allowing as many vehicles as they have car spaces. Alternatively, the contractors will have to park on the street.

3.7.2 The responsibility for issuing security swipe fobs to the contractor remains with the owner. Under no circumstances will the Facilities Manager issue security devices to contractors as these are reserved for the trades that service the common property.

3.7.3 Power and other utilities required during the Works can only be gained from within the owners lot.

3.7.4 Prior to commencement of any hot works (welding or brazing) the Facilities Manager must be notified so that the required isolations and insurance notification can be implemented. Any accidental activation of the building's fire safety system, as a result of the Works being carried will be deemed the responsibility of the owner. The false alarm fee from the NSW Fire Brigade and any subsequent damage to common property (in the event of a sprinkler being activated) will be invoiced to the owner and recoverable from that owner as debt due.

3.8 Inspection

3.8.1 An authorised representative of the Facilities Manager, Strata Manager or the Owners

Corporation or other authorised representatives of the Owners Corporation may inspect the Works during their course and upon their completion: at any time or times after giving reasonable notice to the owner (or, without notice, in the case of an emergency).

3.8.2 If the Works have affected any part of the building which provides support or shelter for another lot or for the common property, the owner must provide the Owners Corporation, after completion of the Works, with the certificate of a duly qualified engineer or engineers, addressed to the Owners Corporation, that the Works have been completed in accordance with the approved drawings and specifications and in compliance with the conditions of this by-law and any other requirements of the Owners Corporation.

3.9 Damage

3.9.1 The owner must promptly repair any damage caused or contributed to by the Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another lot in the strata scheme.

3.10 Maintenance of Works and Common Property

3.10.1 The owner of the lot must:

- a. maintain, replace and keep in good and serviceable repair the Works installed by them;
- b. maintain and upkeep those parts of the common property in contact with the Works;

3.11 General

3.11.1 An owner of a lot in which Works are to be or have been undertaken by the owner of the lot (or a prior owner of the lot), must:

- a. comply at their own expense with any notice or requirement of the local Council or other authority, tribunal or Court having jurisdiction, relating to the Works;
- b. indemnify and keep indemnified the Owners Corporation against any expense or liability arising out of the undertaking of the Works and their use including for damage to any lot or common property and death or personal injury to any person.
- c. observe and comply with all other procedures and requirements that are prescribed in the Resident Information Manual from time to time that relate to the Works.

3.12 Failure to comply with this by-law

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

- a. enter onto any part of the owner's lot and carry out all work necessary to perform that obligation;
- b. recover the costs of such work from the defaulting owner; and
- c. recover from the owner the amount of any fine or fee which may be charged to the Owners Corporation as a debt due.

Special By-Law 2

Removals in building

1.1 Definitions

1.1.1 "Facilities Manager" is the person appointed by the Building Management Committee to provide maintenance and other services for Precinct 2.

1.1.2 "Strata Manager" means the strata manager appointed by the Owners Corporation pursuant to the Strata Schemes Management Act from time to time.

1.1.3 "Resident Information Manual" means the document which outlines general guidelines, procedures, services and House Rules for owners, occupiers and visitors at 23 Shelley Street.

2.1 Carrying out removals

2.1.1 In this by-law, "removals" refers to the owner or occupier of a lot directly or indirectly transporting any goods, furniture, equipment or other large objects either:

- a. to and from lots;
- b. in and out of the building; or
- c. through the common property

2.1.2 Removals must only take place between the hours 9.00am to 4.00pm Monday to Saturday.

- a. removals are not to be carried out on Sundays or public holidays.
- b. notice is to be provided to the Facilities Manager in writing within a reasonable time (but not less than 48 hours) before the removals are carried out, including to book the service lift (if applicable) and to give notice of any necessary security arrangements.
- c. all removal vehicles are to be parked in the Loading Dock in Precinct 2 or as directed by the Facilities Manager or a representative of the Owners Corporation. No removals are permitted through the Entrance Lobby under any circumstances.
- d. all areas are to be protected from damage when carrying out removals and all rubbish is to be removed from the building and its surrounds. Lift protection will be made available by the security guard who will install protective curtains and flooring to the goods lift in preparation for the removal.
- e. all goods, furniture and other large objects are to be transported within the building in a manner reasonably directed by the Owners Corporation or Facilities Manager. The owner/occupier must use only reputable removal companies with appropriate insurances.
- f. prior to removals being carried out, the owner/occupier must arrange with the Facilities Manager or a security guard for an inspection of the state of repair of the lift or those parts of the common property through which the transportation is to take place. Such manager or guard and the owner/occupier will sign an Inspection Report after completion of that inspection.
- g. the Facilities Manager or a security guard will conduct an inspection upon completion of the transportation. The cost of repair to any common property which has been damaged is to be deemed a contribution payable by the owner of the lot to which the removals related and will be charged to his account and be recoverable as it if were levied under the Strata Schemes Management Act 1996 ("the Act")
 - i. no personal belongings are to be discarded on the common property after the removal.
 - ii. waste and packaging from moves should be removed from apartment floors and either placed in the appropriate bins made available in the common property garbage room on your level or removed from the site by the removalist.

3.1 Bond

3.1.1 From the time of making this by-law, an owner of a lot whose occupancy changes must:

- a. notify the Owners Corporation in writing of the change in occupancy of the lot;
- b. pay to the Owners Corporation an amount of not less than \$500.00 (or any other amount the Executive Committee may decide from time to time or believe necessary having regard to the nature or extent of the removals) which is;
 - i. to be held by the Owners Corporation as a bond during the removal or delivery of goods and furniture through the common property areas and lifts when the occupancy of the lot changes;
 - ii. to be applied by the Owners Corporation towards the cost of rectifying any damage to any part of common property including all lobbies and lifts; and
 - iii. to be refunded to the owner in whole or, if any part is applied pursuant to this by-law, then only as to the balance.
- c. if, in the reasonable discretion of the Facilities Manager, Strata Manager or Executive Committee, security is required during the removal, the cost of that security is to be borne by the owner or occupier.

4.1 *Enduring obligations*

4.1.1 An owner or occupier:

- a. must comply with any approval or directions of the Owners Corporation given under this by-law;
- b. must comply with any approval or directions of the Facilities Manager and/or Strata Manager given under this by-law;
- c. remains liable for any damage to Lot or common property arising out of the removals; and
- d. must indemnify and keep indemnified- the Owners Corporation against any costs or losses arising out of the removals including in respect of the property of an Owner or occupier.

5.1 *Right to Remedy Default*

5.1.1 If an owner or occupier of a lot damages any part of the common property when carrying out removals, and fails to make good that damage immediately after it has occurred, and then the Owners Corporation may:

- a. carry out all work necessary to perform that obligation;
- b. enter upon any part of the building (including the lot) to carry out that work;
- c. recover the costs of carrying out that work pursuant to Part 2 of this by-law from the owner of the lot concerned, even if their occupier caused the damage;
- d. the owner/occupier must do all things and sign all necessary documents to facilitate the carrying out of 2 (a) - (c) above; and
- e. in the event the owner does not comply with clause 4(d), the Owners Corporation shall be entitled, in its reasonable discretion, to remove and dispose of the belongings of the owner/occupier and any cost of doing so shall be borne by the owner/occupier and recoverable as a debt due

6.1 *Resident Information Manual/House Rules*

6.1.1 An owner or occupier must observe and comply with all other procedures and Requirements that are prescribed in the Resident Information Manual or in the House rules issued by the Facilities Manager, Strata Manager or Executive Committee from time to time that relate to the carrying out of removals.

Special By-Law 3 **Short term letting**

PART 1

RESTRICTION IN USE OF LOT

1.1 Notwithstanding anything contained in the by-laws which apply to this scheme, an Owner or Occupier must;

- a. not allow the Lot to be used for any purpose that is prohibited by law;
- b. not lease (or sublease) the Lot to any Occupier for a term contrary to the provisions of the *Residential Tenancies Act 1987*
- c. ensure that the Lot is not occupied by more persons than are allowed by law or the development consent applicable to the strata scheme under the Environmental Planning And Assessment Act (or any amendment) to occupy the Lot; and no more than two (2) adult people shall occupy any bedroom and no bedroom shall contain more than two (2) beds. This excludes children and children's beds, cots or bassinets.
- d. ensure that the total number of adults residing in the Lot shall not exceed twice the number of approved bedrooms
- e. ensure that no Lot or part of the common property shall be used for any business, activity or industry which is contrary to any law, regulation, by-law, Council ordinance or scheme.
- f. comply with the restrictive covenant pursuant to Section 88E of the *Conveyancing Act 1919*

restricting any change of use of lot from residential.

1.2 Should an Owner or Occupier not comply with the terms of this by-law then the said Owner or Occupier shall be liable to reimburse the Owners Corporation for all of its reasonable costs as determined by the Executive Committee in investigating, reporting and dealing with all complaints, notices and remedial action arising from such breach of the by-law.

1.3 An Owner or Occupier of a Lot must not use their Lot as/or for a serviced apartment, boarding house, tourist accommodation, short term accommodation or the like.

1.4 An Owner must ensure a copy of any lease or sub-lease to be furnished to the Owners Corporation (strata manager or facilities manager as appointed from time to time) within 14 days as required by the *Strata Management Act 1996 (Section 119)*.

1.5 Notwithstanding this Part 1, the Owners Corporation cannot place further restrictions on the use of Lots otherwise than as contemplated in any town planning instruments, order or restriction of the local council or any other legislative requirement.

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

- a. recover the costs of enforcement of this by-law from the Owner as a debt due; and
- b. recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for use of the Lot.

PART 2

DEFINITIONS & INTERPRETATION

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

"Lease" includes any lease, sub-lease, licence or provision of occupancy whether it is in writing or not.

"Lot" means any lot in strata plan 66849

"Occupier" means any lessee, licensee or invitee.

"Owner" means the owner of the Lot.

"Council" means the City of Sydney

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

2.2.1 the singular includes plural and vice versa;

2.2.2 any gender includes the other genders;

2.2.3 any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 1996; and

2.2.4 References to legislation include references to amending and replacing legislation.

2.3 Where a term of this by-law contradicts the strata plan by-laws registered with strata plan No. 66849 (which apply to this scheme) then this by-law will prevail to the extent of that contradiction.

Special By-Law 4

Electronic notices

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 5

Shutters & screens

1. The by-law concerning shutters and screens made at the Annual General Meeting of 2013 be repealed.
2. That in addition to the functions conferred or imposed upon the Owners Corporation by or under the Strata Schemes Management Act 1996 or other Act, the Owners Corporation be responsible to maintain and to clean the folding balcony shutters and fixed balcony screens within lots in the strata scheme, and their ancillary fittings and fixtures, in accordance with the manufacturer's specifications (or other specifications recommended by the Owners Corporation by a mechanical engineer); also to repair, to renew and to replace the shutters and screens as necessary.
3. For the purposes of clause 2:
 - a. "replace" includes the replacement of the shutters and/or screens by shutters or screens of a different design to the existing, provided this does not conflict with the architectural code for Residential North and Precinct 2 in Schedule 3 of the Strata Management Statement;
 - b. "repair" includes modifications to address deficiencies in design or installation which the Owners Corporation considers appropriate, and the installation in and from the balconies and balcony slabs of drains to allow escape of water and dirt from the bottom track of the shutters and the screens.

Special By-Law 6

Installation of child window safety devices

PART 1

PREAMBLE

- 1.1 This by-law is made pursuant to Division 3 of Part 5 of Chapter 2 to the Act.
- 1.2 It is made for the purpose of the control, management, administration and use of the common property for the strata scheme.
- 1.3 Its principal purpose is to provide additional security and safety for the residents of the strata scheme by providing the owners corporation with the power to:
 - a. install child window safety devices; and
 - b. to impose conditions on the operation, use, repair, maintenance and replacement of the Child Window Safety Devices.
- 1.4 The Child Window Safety Devices will be installed on any openable window where:
 - a. the lowest window edge is less than 1.7 metres above the inside floor surface of the Lot; and
 - b. when the drop from the internal floor surface level to the external surface beneath the window is two metres or more; or
 - c. any legislative requirement that amends or replaces sub-clauses 1.4(a) and/or (b).

PART 2

GRANT OF POWER

2.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the owners corporation shall have the following additional powers, authorities, duties and functions to install a Child Window Safety Device on Non-compliant Windows and to impose conditions in relation to its operation and use.

PART 3

DEFINITIONS & INTERPRETATION

3.1 Definitions

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

- a. **Act** means the *Strata Schemes Management Act 1996*.
- b. **Authority** means any government semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.
- c. **Building** means the building situated at 23 Shelley Street, Sydney
- d. **Child Window Safety Device** means the installation of:
 - i. a device which allows a window to be locked with a maximum opening of 125mm;
 - ii. the installation of a security screen that is capable of resisting a lateral load of 250 newtons or more; or
 - iii. any legislative requirement that amends or replaces sub-clauses 3.1(d)(i) and/or (ii),
to Non-compliant Windows.
- e. **Non-compliant Window** means any openable window in the building where:
 - i. the lowest window edge is less than 1.7 metres above the inside floor surface of the Lot;
and
 - ii. the drop from the internal floor surface level to the external surface beneath the window is two metres or more; or
 - iii. any legislative requirement that amends or replaces sub-clauses 3.1(e)(i) and/or (ii).
- f. **Lot** means any individual lot in strata plan 66849.
- g. **Owner** means owner of a Lot.

3.2 Interpretation

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

- a. the singular includes the plural and vice versa;
- b. any gender includes the other genders;
- c. any terms in the by-law will have the same meaning as those defined in the Act;
- d. references to legislation include references to amending and replacing legislation; and
- e. where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail to the extent of the inconsistency.

PART 4

INSTALLATION OF CHILD WINDOW SAFETY DEVICE

4.1 The owners corporation shall install a Child Window Safety Device to every Non-compliant Window.

4.2 The owners corporation must abide by the by-laws applicable to the strata scheme and all directions, orders and requirements of any Authority relating to the erection of the installation of the Child Window Safety Devices and must be responsible to ensure that the respective servants, agents and contractors of the owners corporation comply with the said directions, orders and requirements.

4.3 The owners corporation must ensure that the provisions of the Building Code of Australia and Australian Standards are, so far as relevant, complied with.

4.4 The owners corporation must comply with the *Home Building Act 1989* where relevant.

4.5 The installation of the Child Window Safety Device must be carried out in a proper and workmanlike manner.

4.6 The Child Window Safety Device must comprise materials that are good and suitable for the purpose for which they are used and must be new.

4.7 The owners corporation may, if it chooses to do so engage a third party contractor to perform the duties and functions of carrying out inspections, advising on work required and undertaking the installation of the Child Window Safety Device.

PART 5

ACCESS

5.1 The Owners shall, from time to time upon reasonable notice being provided to an Owner or occupier, permit the owners corporation in accordance with its power under sub-section 65(2) of the Act, to access the Lot for the purpose of:

- a. installing the Child Window Safety Devices; and
- b. determining whether the Child Window Safety Devices require any maintenance, repair or replacement.

5.2 The owners corporation acknowledges and agrees that it will be liable for any damage to the contents of the Lot arising out of the access to it, in accordance with clause 5.1.

PART 6

MAINTENANCE, REPAIR AND REPLACEMENT

6.1.1 The Owners acknowledge and agree that:

- a. they will reimburse the owners corporation for all costs of any repair or replacement of the Child Window Safety Device if they remove, replace, or in any way damage or deface the Child Window Safety Device; and
- b. the cost of repair and replacement, if not paid in accordance with clause 6.1.2(d) of this by-law, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide under the Act for interest on overdue levy contributions for another rate, that other rate, and the interest will form part of that debt.

6.1.2 The procedure by which maintenance and repair is to be carried out, is as follows:

- a. the owners corporation (or its duly authorized contractor), in accordance with its inspection under clause 5.1, will inspect the Child Window Safety Device that requires repair or replacement;
- b. Upon determining that the Child Window Safety Device requires repair or replacement, the owners corporation (or its duly authorised contractor) will arrange for the it to be repaired or replaced, as required;
- c. If the Owner has damaged the Child Window Safety Device, upon completion of the repair or replacement, the owners corporation will provide a copy of the tax invoice for such repair or replacement to the Owner; and the Owner must reimburse the owners corporation within seven (7) days of the receipt of the tax invoice, for the sum of that invoice.



Approved Form 10

Certificate re Initial Period

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

*that the initial period has expired.

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

The seal of The Owners - Strata Plan No 66849 was affixed on ^ 18/9/17 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: Daniel Cockerell

Authority: Strata Managing Agent

Signature: Name: Authority:

^ Insert appropriate date

* Strike through if inapplicable.



Text below this line is part of the instructions and should not be reproduced as part of a final document.

1. This form must be provided in its entirety as shown above.
2. Any inapplicable parts should be struck through.
3. This certificate is required to accompany any document which proposes action not permitted during the initial period and when the common property title does not have a notification indicating the initial period has been expired.

Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAW:**
New South Wales
Strata Schemes Management Act
Real Property Act 1900



AQ285357K

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/SP66849

(B) **LODGED BY**

Document
Collection
Box

6326J

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

Strata Choice Pty Ltd

Locked Bag 1919

St Leonards NSW 1590

ph. 8424 9700

Reference: Account No. 132145H

CODE

CH

- (C) The Owners-Strata Plan No. 66849 certify that a special resolution was passed on 4/6/2020
- (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 8
Amended by-law No. NOT APPLICABLE
as fully set out below:

see attached 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. 66849 was affixed on 28/7/2020 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: Scott Martin

Authority: Strata Managing Agent

Signature:

Name:

Authority:

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

1705

ANNEXURE "A"

Plan 66849

By-Law 1 Dictionary

Meaning of words

1.1 This by-law explains words written Like This and some other words that have special meanings. Words that this clause does not explain have the same meaning as they do in the Management Act, the Development Act and the Strata Management Statement.

1.2 In the by-laws:

Architectural Code is the architectural code for Precinct 2 in schedule 3 of the Strata Management Statement.

Balcony is a balcony shown on the strata plan for Residential North. For the purposes of the by-laws, a Balcony includes a terrace.

Basement is the basement car park that will initially be constructed under and sub-adjacent to Precincts 1 and 2 and that will eventually extend to the area under and sub-adjacent to other parts of King Street Wharf.

Building Management Committee is the committee established under the Strata Management Statement and the Development Act to administer Residential North and the other Strata Schemes and Stratum Lots in Precinct 2. The Owners Corporation is a member of the Building Management Committee.

Building Manager is the person appointed by the Owners Corporation under by-law 28 to provide management and administrative services for Residential North.

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

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

Building Works include damaging, altering or removing a load bearing wall or non-load bearing wall according to by-law 21. Building Works exclude minor works or alterations to the interior of Common Property walls enclosing a lot (eg hanging pictures or attaching items to those walls).

by-laws are the by-laws and Exclusive Use By-Laws under the Management Act in force for Residential North.

Common Property is:

- a. common property in Residential North; and
- b. the personal property of the Owners Corporation.

For the purposes of the by-laws, Common Property does not include:

- a. Shared Facilities located in Residential North; or
- b. Common Property which an owner must maintain, repair or replace under an Exclusive Use By-Law.

Development Act is the *Strata Schemes (Leasehold Development) Act 1986 (NSW)*.

Executive Committee is the executive committee of the Owners Corporation.

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

Facilities Manager is the person appointed by the Building Management Committee to provide management, operational and other services for Precinct 2. See by-law 29 and the Strata Management Statement for more information.

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

King Street Wharf is the development partly completed and partly proposed for the land comprised in lots 44 to 64 inclusive in DP 1014625.

lot is a lot in Residential North (and any lots into which it is subdivided or resubdivided).

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

occupier is the occupier, sub-lessee or licensee of a lot in Residential North.

Owner is:

- a. the owners for the time being of a leasehold interest in a lot, being the lessee as that term is defined in the Management Act;
- b. if a lot is subdivided or resubdivided, the owners for the time being of the new lots;
- c. For an Exclusive Use By-Law, the owner(s) of the lot(s) benefiting from the Exclusive Use By-Law; and
- d. a mortgagee in possession of a lot.

Owners Corporation is The Owners - Strata Plan No. 66849.

Precinct 1 is lots 51 to 56, 58 and 60 to 64 in DP 1014625.

Precinct 2 is lots 57 and 59 in DP 1014625. Residential North forms part of Precinct 2.

Residential North is the strata scheme no. 66849.

Rules are rules made by the Owners Corporation according to by-law 32.

Security Key is a key, magnetic card or other device or information used in Residential North to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems. See by-law 26 for more information.

Shared Facilities are facilities used by at least two components in Precinct 2 (eg two Strata Schemes or a Strata Scheme and Stratum Lot). The Strata Management Statement controls the use, maintenance and costs for Shared Facilities.

Signage Policy is the signage policy for Precinct 2 adopted by the Building Management Committee according to the Strata Management Statement.

Strata Management Statement is the strata management statement for Residential North and Precinct 2. The Strata Management Statement contains the rights and obligations of the Owners Corporation and other members of the Building Management Committee. See by-law 4 for more information.

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

Strata Scheme is a lot in Precinct 2 which has been subdivided by a strata plan according to the

Development Act. Residential North is a Strata Scheme.

Stratum Lot is a lot in Precinct 2 which has not been subdivided by a strata plan according to the Development Act.

Umbrella Committee is the committee established under the Umbrella Deed. The Owners Corporation is a member of the Umbrella Committee. See clause 2 for more information.

Umbrella Deed is the deed initially between the Owners Corporation, the Waterways Authority and W9 & 10 Stage 1 Pty Limited to provide for the management and administration of issues affecting both Precinct 1 and Precinct 2. See by-law 2 for more information.

Waterways Authority is the Waterways Authority or any successor in title.

you is an owner or occupier of a lot in Residential North.

Interpreting the by-laws

1.3 In the by-laws a reference to:

- a. a thing includes the whole or each part of it;
- b. a document includes any variation or replacement of it;
- c. a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- d. a person includes an individual, a firm, a body corporate, an incorporated association or an authority;
- e. a third party includes a person who is not an owner;
- f. a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns; and
- g. the singular includes the plural and vice versa.

1.4 Headings do not affect the interpretation of the by-laws.

By-Law 2 King Street Wharf and the Umbrella Deed

Description

2.1 King Street Wharf is a staged, mixed-use integrated redevelopment of the inner city site that formerly comprised Darling Harbour wharves 9 and 10. The project comprises four precincts, each of which will be constructed in one more stages of the project.

2.2 Residential North is part of Precinct 2.

Purpose of the Umbrella Deed

2.3 The Umbrella Deed is an agreement between:

- a. the Owners Corporation;
- b. the other members of the Building Management Committee; and
- c. the owners corporations and owners of Stratum Lots in Precinct 1.

2.4 The purpose of the Umbrella Deed is to ensure that proper arrangements are made for:

- a. the caretaking, management and operation of services in Precinct 1 and Precinct 2;
- b. the repair and maintenance of facilities servicing both Precinct 1 and Precinct 2; and
- c. the fair apportionment of costs for the repair and maintenance of items used by both Precinct 1 and Precinct 2.

2.5 Contact the Strata Manager if you would like a copy of the Umbrella Deed (at your cost).

Obligations of the Owners Corporation

2.6 The Owners Corporation must comply with its obligations under the Umbrella Deed.

2.7 The Owners Corporation must:

- a. become a party to and sign the Umbrella Deed within 14 days after registration of the strata plan for Residential North; and
- b. if required by the Umbrella Committee, enter into and sign a new deed on the same terms and conditions as the Umbrella Deed if membership of the Umbrella Committee changes.

2.8 The Owners Corporation has the power to grant to W9 & 10 Stage 2 Pty Limited a power of attorney which enables W9 & 10 Stage 2 Pty Limited to sign on behalf of the Owners Corporation a further umbrella deed when new parties become members of the Umbrella Committee.

2.9 The powers and obligations of the Owners Corporation under by-laws 2.6 to 2.8 are in addition to those that it has under the Management Act.

Appointing a representative

2.10 The Owners Corporation is a member of the Umbrella Committee. The Owners Corporation must, by special resolution, appoint a representative to represent and vote for it at meetings of the Umbrella Committee.

2.11 The representative appointed by the Owners Corporation must be the same as the representative it appoints to the Building Management Committee. See by-law 4 for more information.

By-Law 3

About the by-laws

Purpose of the by-laws

3.1 The by-laws regulate local issues affecting the day to day management and operation of Residential North. They are an essential document for the Owners Corporation and everyone who owns or occupies a lot in Residential North.

3.2 The by-laws are designed to maintain the quality of Residential North and protect the unique life style enjoyed by all owners and occupiers. They operate to enhance everyone's use and enjoyment of their lot and the Common Property.

3.3 You should consider the by-laws in conjunction with the Strata Management Statement. See by-law 4 for more information

Who must comply with the by-laws?

3.4 You must comply with the by-laws if you are the owner or occupier of a lot in Residential North.

3.5 The Owners Corporation must comply with the by-laws.

Purpose of the Exclusive Use By-Laws

3.6 To more fairly apportion the costs for maintaining, repairing and replacing Common Property, Exclusive Use By-Laws make owners responsible for the Common Property which they exclusively use.

3.7 Subject to by-law 3.8, the Owners Corporation may amend or cancel an Exclusive Use By-Law only by special resolution and with the written consent of each owner who has the exclusive use or special privileges under the by-law.

Amending the by-laws

3.8 The Owners Corporation may add, change or cancel by-laws only if:

- a. it complies with the provisions in the Strata Management Statement about adding, changing and cancelling by-laws;
- b. it consults with the Building Management Committee before adding, changing or cancelling a by-law;
- c. it obtains written consent from the Waterways Authority; and
- d. adding, changing or cancelling the by-law does not conflict with the Umbrella Deed, the Strata Management Statement or the lease the Owners Corporation has for Common Property with the Waterways Authority.

Inconsistencies

3.9 If there is an inconsistency between a by-law and the Umbrella Deed, the Umbrella Deed prevails to the extent of the inconsistency.

3.10 If there is an inconsistency between a by-law and the Strata Management Statement, the Owners Corporation must amend the inconsistent by-law to make it consistent with the Strata Management Statement.

3.11 If there is an inconsistency between a by-law and the lease the Owners Corporation has for Common Property with the Waterways Authority, the lease prevails to the extent of the inconsistency.

By-Law 4

Strata management statement

Purpose

4.1 The Strata Management Statement regulates the management and operation of Residential North and Precinct 2. It contains rules (in addition to these by-laws) with which you and the Owners Corporation must comply including, but not limited to:

- a. the apportionment of costs for Shared Facilities;
- b. rules about using Shared Facilities; and
- c. insurance requirements.

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

Who must comply?

4.3 The Owners Corporation, owners and occupiers must comply with the Strata Management Statement.

4.4 The Owners Corporation must comply on time and at its cost with its obligations under the Strata Management Statement.

4.5 You must comply on time and at your cost with your obligations under the Strata Management Statement.

Appointing a representative to the Building Management Committee

4.6 The Owners Corporation must, by special resolution according to the Development Act, appoint a representative to represent and vote for it at meetings of the Building Management Committee. See the Strata Management Statement for more information.

4.7 The representative appointed by the Owners Corporation must be the same as the representative it appoints to the Umbrella Committee. See by-law 2 for more information.

Consents under the Strata Management Statement

4.8 Nothing in the by-laws gives the Owners Corporation, an owner or an occupier consent to do anything which is prohibited or regulated by the Strata Management Statement.

4.9 A consent under the by-laws does not relieve the Owners Corporation, an owner or an occupier from obligations to obtain necessary consents under the Strata Management Statement.

By-Law 5

Leases with the waterways authority

Leasehold strata scheme

5.1 Residential North is a leasehold strata scheme under the Development Act. The Waterways Authority is the owner of the freehold estate in the land over which the strata plan for Residential North was registered.

5.2 The Owners corporation has a lease for Common Property with the Waterways Authority.

5.3 Each lot in Residential North is subject to a lease from the Waterways Authority. The lessor is the Waterways Authority and the lessee is the owner (because the owner has taken an assignment of the lease from their immediate predecessor in title).

Obligations of the Owners corporation and owners

5.4 The Owners Corporation must comply on time and at its cost with its lease for Common Property with the Waterways Authority.

5.5 You must comply on time and at your cost with the lease for your lot with the Waterways Authority.

5.6 Nothing in the by-laws gives the Owners Corporation, an owner or an occupier consent to do anything which is prohibited or regulated by a lease with the Waterways Authority.

5.7 A consent under the by-laws does not relieve the Owners Corporation, an owner or an occupier from obligations to obtain necessary consents under a lease with the Waterways Authority.

By-Law 6

Your behaviour

6.1 You must not:

- a. make noise or behave in a way that might unreasonably interfere with the use and enjoyment of a lot or Common Property by another owner or occupier;
- b. use language or behave in a way that might offend or embarrass another owner or occupier or their visitors;
- c. smoke cigarettes, cigars or pipes while you are on Common Property or allow smoke from them to enter Common Property;
- d. obstruct the legal use of Common Property by any person;
- e. do anything in Residential North that is illegal; or
- f. do anything that might damage the good reputation of Residential North, Precinct 2 or King Street Wharf.

6.2 You must be adequately clothed when you are on Common Property.

6.3 You must not allow children in your care to:

- a. play on Common Property inside the buildings comprising Residential North (eg accessways, hallways or stairs); or
- b. unless an adult exercising effective control is with them, be in an area of Common Property that may be dangerous to children (eg the carpark).

By-Law 7

You are responsible for others

7.1 You must:

- a. ensure your visitors comply with the by-laws and the Strata Management Statement;
- b. make your visitors leave Residential North if they do not comply with the by-laws or the Strata Management Statement;
- c. take reasonable care about who you invite into Residential North; and
- d. accompany your visitors at all times, except when they are entering and leaving Residential North.

7.2 If you lease or licence your lot, you must:

- a. ensure your tenant or licensee and their visitors comply with the by-laws and the Strata Management Statement; and
- b. take all action available to you, including action under the lease or licence agreement, to make them comply or leave Residential North.

7.3 You must not allow another person to do anything which you cannot do under the by-laws or the Strata Management Statement.

By-Law 8

Your lot

General requirements

8.1 You must:

- a. keep your lot clean and tidy and in good repair and condition;
- b. properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws or Strata Management Statement which services your lot (whether or not you made the installation or alteration);
- c. notify the Owners Corporation if you change the existing use of your lot or do anything in your lot which may affect premiums for insurances effected by for Residential North by the Owners Corporation; and
- d. notify the Building Management Committee if you change the existing use of your lot or do anything in your lot which may affect premiums for insurances effected for Residential North or Precinct 2 by the Building Management Committee.

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

- a. store things in the carspace of your lot (other than a vehicle);
- b. keep anything in your lot that is visible from outside the lot and is not in keeping with the appearance of Residential North;
- c. install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your lot if they are visible from outside your lot or Residential North; or
- d. attach or hang an aerial or wires outside your lot or Residential North.

8.3 You must not:

- a. operate electronic equipment or a device which interferes with domestic appliances; or
- b. install or operate an intruder alarm with an audible signal.

Occupation of your lot

8.4 Under the development consent for Residential North, the Owners Corporation must provide The Council of the City of Sydney with a certificate, within 12 months of completion of construction of the building comprising Residential North and every 12 months thereafter, certifying that all lots in Residential North are occupied by:

- a. owners; or
- b. occupiers under a residential lease which complies with the *Residential Tenancies Act 1987* (NSW).

8.5 In order to comply with the development consent described in by-law 8.4, lots in Residential North must be occupied only by:

- a. the owner of the lot; or
- b. an occupier under a residential lease which complies with the *Residential Tenancies Act 1987* (NSW).

8.6 An owner must comply with their obligation under section 119 of the Management Act to notify the Owners Corporation within 14 days after the commencement of a lease for their lot. It is an offence for an owner to fail to comply with section 119.

8.7 In addition to its powers under the Strata Schemes Management Act 2015, the Owners Corporation may serve on an owner or occupier a written notice requiring the owner or occupier to provide to the Owners Corporation a tenancy notice pursuant to section 258 of the Strata Schemes Management Act 2015 and a copy of any lease, sub-lease or assignment of a lease or sub-lease, and an owner or occupier who receives such a notice must provide the tenancy notice, lease, sub-lease or assignment within 14 days of receipt of the notice.

Enclosing the carspace of your lot

8.8 You may enclose the carspace(s) for your lot provided that:

- a. you comply with by-laws 8.9 and 8.10;
- b. the enclosure (other than the door) is constructed from wire meshing or another material approved by the Owners Corporation;
- c. the door of the enclosure is a perforated roller shutter door or another type of door approved by the Owners Corporation;
- d. the enclosure is located wholly within the boundaries of your lot;
- e. the enclosure does not interfere with or prejudice any service in King Street Wharf and, in particular, sprinklers, smoke detectors and carpark ventilation systems; and
- f. you provide the Owners Corporation and Building Management Committee with reasonable access to the carspace(s) to enable the Owners Corporation and Building Management Committee to comply with their obligations under the by-laws, the Strata Management Statement and the law.

8.9 Before you enclose the carspace(s) for your lot, you must:

- a. provide the Owners Corporation with a certificate by an appropriate qualified person reasonably acceptable to the Owners Corporation that the enclosure does not interfere with or prejudice any service; and
- b. obtain consent from all relevant Government Agencies and provide copies of those consents to the Owners Corporation.

8.10 You may make minor alterations to Common Property in order to enclose the carspace(s) of your lot according to this by-law. These are not Building Works for the purposes of by-law 20. However, you must comply with by-laws 20.5 and 20.6 when you carry out the works.

Additional rules about occupation of your lot

8.11 For the purpose of the Owners Corporation complying with by-law 8.4:

- a. in addition to its powers under the *Strata Schemes Management Act 2015*, the Owners Corporation may require, by written notice, an owner to provide it with a statutory declaration that in the 12-month period immediately before the date of the notice, that at all times during that 12 month period, the lot was occupied by the owner as the owner's place of residence or by a tenant under a residential tenancy agreement as the tenant's place of residence; and
- b. within 14 days of receipt of the notice, the owner must provide the statutory declaration to the Owners Corporation.

Occupancy limits

8.12 Subject to section 137(3) of the *Strata Schemes Management Act 2015*, you must ensure that:

- a. Your lot is not occupied by more than two adults per bedroom in your lot; and
- b. No more than two adults occupy any bedroom in your lot; and
- c. No bedroom in your lot contains more than two beds (excluding children's beds, cots or bassinets); and
- d. Your lot is not occupied by more persons than are allowed by law or any development consent applicable to Residential South under the *Environmental Planning & Assessment Act 1979*; and
- e. If you are an owner, you must take all reasonable steps to ensure that the occupiers of your lot comply with this by-law.

In by-law 8.12:

"adults" means any persons 18 years of age or older but does not include excluded adults;

"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 for the Strata Scheme;

"excluded adults" means (where all of the adults who reside in a lot are related to each other) any adults who are related to each other;

"related to each other" means related to each other within the meaning of clause 36 of the Strata Schemes Management Regulation 2016.

Prohibition on illegal uses and unlawful short-term accommodation

8.13 You must ensure that your lot is not used for any purpose (including but not limited to a business, activity or industry) that:

- a. is prohibited by law, a restriction on use, or the LEP; or
- b. requires approval or authorisation of an authority including the Council or under any law or the LEP, without that approval or authorisation.

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

8.15 You must not use your lot, or allow your lot to be used, for unlawful short term accommodation.

8.16 You must take all reasonable steps to ensure that your lot is not used for unlawful short term accommodation.

8.17 You must ensure that your lot is not advertised or promoted for unlawful short term accommodation including on Airbnb or similar Internet website or for any use which is prohibited by this by-law.

8.18 If you lease or sub-lease your lot after this by-law 8.18 is registered, then you must ensure .

that the lease or the sub-lease contains:

- a. a term prohibiting your tenant or sub-tenant using the lot for unlawful short term accommodation or for any use prohibited by this by-law; and
- b. a term prohibiting advertising or promoting the lot for unlawful short term accommodation including on Airbnb or similar Internet website.

8.19 In by-laws 8.13 to 8.18:

"Council" means City of Sydney Council and any successor;

"LEP" means the *Sydney Local Environmental Plan 2012* including any amendment of it and any planning instrument replacing it;

"permissible short term accommodation" means occupation of a lot, or part of a lot, by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is permissible with the consent of the Council under the LEP or the *Environmental Planning & Assessment Act 1979*;

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

"restriction on use" means any restriction on use of land that is registered on the common property certificate of title for Residential South;

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

Costs

8.20 If an owner or occupier breaches any part of by-laws 8.1 to 8.19, then, in addition to any other rights the Owners Corporation may have:

- a. the Owners Corporation may recover from the owner or occupier any fine or fee suffered or incurred by the Owners Corporation as a result of that breach; and
- b. the Owners Corporation may recover from the owner or occupier its reasonable costs as determined by the strata committee in investigating, reporting and dealing with complaints, notices and remedial action arising from that breach; and
- c. the Owners Corporation may recover from the owner or occupier its costs of enforcing any part of by-laws 8.1 to 8.19; and
- d. the Owners Corporation may recover any amount due under this by-law as a debt.

By-Law 9

Architectural code and signage policy

Architectural Code

9.1 The Architectural Code for Residential North and Precinct 2 is in schedule 3 of the Strata Management Statement.

9.2 The Architectural Code contains important provisions about:

- a. changing the facade or external appearance of Residential North; and
- b. the procedures for carrying out building works in a lot or Common Property.

9.3 The Owners Corporation, owners and occupiers must comply with the Architectural Code and obtain all necessary consents under the Architectural Code before carrying out works in Residential North.

Signage Policy

9.4 The Building Management Committee has adopted a Signage Policy for Precinct 2 according to the Strata Management Statement. The Signage Policy contains important provision about:

- a. the types of signs which may be erected in Residential North; and
- b. the consents which you must obtain before you erect a sign.

9.5 You and the Owners Corporation must comply with the Signage Policy and obtain all necessary consents under the Signage Policy before erecting a sign in Residential North.

9.6 Contact the Strata Manager if you would like a copy of the Signage Policy (at your cost).

By-Law 10

You must comply with the law

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

- a. your lot;
- b. the use of your lot; and
- c. Common Property to which you have a licence, lease or a right to exclusive use or special privileges.

10.2 The things with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of Government Agencies.

By-Law 11

Floor covering in your lot

11.1 An owner must keep floors in their lot covered or treated to stop the transmission of noise that might unreasonably disturb another owner or occupier. However, this does not apply to floors in the kitchen, bathroom, lavatory or laundry of the lot.

11.2 You must have consent from the Owners Corporation to remove or interfere with floor coverings or treatments in your lot that assist to prevent the transmission of noise that might unreasonably disturb another owner or occupier.

By-Law 12

Windows in your lot

Window coverings

12.1 The curtains, blinds, louvres, shutters and other window and door treatments in your lot must have an appearance from outside your lot which is:

- a. beige, cream or off-white; or
- b. another colour approved by the Owners Corporation.

Cleaning windows

12.2 You must clean the glass in windows and doors of your lot (even if they are Common Property). You do not have to clean the glass in windows or doors that you cannot access safely.

12.3 The Owners Corporation may resolve to clean the glass in some or all of the windows and doors in Residential North. If the Owners Corporation resolves to clean glass in your lot, you are excused from your obligations under this by-law to clean that glass.

By-Law 13

How to dispose of your garbage

Overview

13.1 Each level in Residential North is serviced by a Common Property garbage chute for the disposal of household garbage. The garbage chute deposits household garbage into a garbage room in the Basement of Residential North.

13.2 A Common Property garbage room is located on each level of Residential North for the storage of recyclable materials.

13.3 The Owners Corporation is responsible to remove household garbage and recyclable materials from Residential North and store them in a central garbage room in the Basement of Precinct 1. The rights of the Owners Corporation in this regard are contained in the easements for Precinct 1 and Precinct 2 created under the *Conveyancing Act 1919* (NSW).

Role of the Building Management Committee

13.4 Garbage storage and removal is an important issue and affects each owner and occupier in Precinct 1 and Precinct 2.

13.5 To ensure the smooth operation of garbage storage and disposal, the Building Management Committee has the power to give directions to the Owners Corporation, owners and occupiers about how and when it must storage and dispose of garbage and recyclable materials. In particular, the Building Management Committee may regulate the storage of garbage and recyclable materials in the central garbage room in the Basement of Precinct 1.

13.6 Subject to by-law 13.7, the Owners Corporation, owners and occupiers must comply with the directions of the Building Management Committee about the storage or disposal of garbage and recyclable materials.

13.7 Under the Strata Management Statement, the Building Management Committee may appoint the Facilities Manager to perform its functions in regard to the storage and disposal of garbage and recyclable materials. If this happens, the Owners Corporation, owners and occupiers must comply with the directions of the Facilities Manager about the storage or disposal of garbage and recyclable materials

What are your obligations?

13.8 You must:

- a. drain and securely wrap all your household garbage and put it in the Common Property garbage chute on your level of Residential North;
- b. leave your other garbage and recyclable materials in the area designated by the Owners Corporation in the Common Property garbage room on your level of Residential North;
- c. drain and clean bottles and make sure they are not broken before you put them in the Common Property garbage room; and
- d. contact the Owners Corporation to remove your large articles of garbage, recyclable materials or liquids that are poisonous or dangerous to the environment (at your cost).

13.9 You must not:

- a. leave garbage and recyclable materials on Common Property (except according to this by-law);
- b. put bottles or glass in the garbage chute;
- c. put liquids in the garbage chute;
- d. put items that weigh more than 2.5 kilograms in the garbage chute; or
- e. put boxes or large items in the garbage chute which might block the garbage chute.

Rights and obligations of the Owners Corporation?

13.10 The Owners Corporation must:

- a. arrange for the regular removal of garbage from the Common Property garbage room in the Basement of Precinct 2 to the central garbage room in Precinct 1;
- b. arrange for the regular removal of recyclable materials from the Common Property garbage rooms to the central garbage room in Precinct 1;
- c. arrange for the removal of large articles of garbage, recyclable materials or liquids that are poisonous or dangerous to the environment from the Common Property garbage rooms used by the owners and occupiers of Residential Lots (at the cost of the relevant owner or occupier); and
- d. regularly clean each Common Property garbage room.

By-Law 14

Keeping an animal

14.1 You must not keep an animal in your lot or on Common Property unless it is a guide dog or hearing dog and you need the dog because you are visually or hearing impaired.

14.2 You must not allow your visitors to bring animals into Residential North unless they are guide dogs or hearing dogs.

By-Law 15

Drying your laundry

You must not hang laundry, bedding or other articles on the Balcony of your lot or in an area that is visible from outside your lot.

By-Law 16

What you may keep on the balcony of your lot

16.1 You may keep the following items on the Balcony of your lot if you comply with the requirements in this by-law:

- a. pot plants;
- b. landscaping;
- c. occasional furniture;
- d. outdoor recreational equipment; and
- e. other items approved by the Owners Corporation.

16.2 You must:

- a. keep items on the Balcony of your lot clean and tidy and in good condition;
- b. ensure that items on the Balcony of your lot are reasonably secure against the prospect of being dislodged from the Balcony by wind; and
- c. when you water plants on the Balcony of your lot, take reasonable steps to ensure that water does not enter another lot, Common Property, another Strata Scheme or a Stratum Lot.

16.3 Items which you keep on the Balcony of your lot must not:

- a. be likely to or cause damage to another lot, Common Property, another Strata Scheme or a Stratum Lot; or
- b. be dangerous or likely to cause danger.

16.4 You must not store flammable or combustible materials on the Balcony of your lot.

16.5 The Owners Corporation may require you, at your cost, to remove items from the Balcony of your lot that are not Common Property (and to replace those items) to enable the Owners Corporation to:

- a. inspect Common Property;
- b. maintain repair and replace Common Property; or
- c. comply with the obligations of the Owners Corporation under the by-laws, the Strata Management Statement, the Umbrella Deed and the Management Act.

By-Law 17

Fire control

17.1 Subject to by-law 16.4. you may keep flammable materials in your lot if you:

- a. use them in connection with the lawful use of your lot; and
- b. keep them in reasonable quantities according to the guidelines of Government Agencies.

17.2 You and the Owners Corporation must comply with laws about fire control.

17.3 You must not:

- a. keep flammable materials on Common Property;
- b. interfere with fire safety equipment; or
- c. obstruct fire stairs or fire escapes.

By-Law 18

Moving stock, furniture and goods

REPEALED

By-Law 19
Parking on common property

Subject to your rights under the by-laws, you must have consent from the Owners Corporation to park or stand a vehicle on Common Property.

By-Law 20
Procedures for carrying out building works

REPEALED

By-Law 21
Load bearing and non load bearing walls

REPEALED

By-Law 22
Licences to use Common Property

22.1 In addition to its powers under the Management Act, the Owners Corporation has the power to grant licences to owners and occupiers to use parts of Common Property.

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

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

22.3 The Owners Corporation may exercise its powers under this by-law only by ordinary resolution at a properly convened general meeting.

By-Law 23

Damage to Common Property

23.1 Subject to the by-laws and the Strata Management Statement, you must:

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

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

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

By-Law 24

Insurance premiums

Owners Corporation Insurances

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

24.2 If the Owners Corporation gives you consent under this by-law, it may make conditions that, without limitation, require you to reimburse the Owners Corporation for any increased premium. If you do not agree with the conditions, the Owners Corporation may refuse its consent.

Building Management Committee Insurance

24.3 According to the Strata Management Statement, you must have consent from the Building Management Committee to do anything which might invalidate, suspend or increase the premium for an insurance policy effected by the Building Management Committee.

See the Strata Management Statement for more information.

By-Law 25

Security in residential north

Rights and obligations of the Owners Corporation

25.1 The Owners Corporation must take reasonable steps to:

- a. stop intruders coming into Residential North; and
- b. prevent fires and other hazards.

25.2 In addition to its powers under the Management Act, the Owners Corporation has the power to install and operate in Common Property audio visual security cameras and other audio visual surveillance equipment for the security of Residential North.

25.3 When it exercises its rights under this by-law, the Owners Corporation must not:

- a. shut down or interfere with the integrated security system for Precinct 2; or
- b. restrict access to parts of Common Property which are Shared Facilities.

Restricting access to common property

25.4 In addition to its powers under the Management Act, the Owners Corporation has the power to:

- a. close off or restrict by Security Keys access to parts of Common Property that do not give access to a lot;
- b. restrict by Security Keys your access to levels in Residential North where you do not own or occupy a lot or have exclusive use or special privileges of Common Property; and
- c. allow the Building Manager, Facilities Manager and security personnel to use part of Common Property to operate or monitor security of Residential North. The Owners Corporation may exclude you from using these parts of Common Property.

What are your obligations?

25.5 You must not:

- a. interfere with security cameras or surveillance equipment; or
- b. do anything that might prejudice the security or safety of Residential North.

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

By-Law 26

Security keys

Rights and obligations of the Owners Corporation

26.1 If the Owners Corporation restricts access to parts of Common Property under by-law 25, the Owners Corporation may give you a Security Key. The Owners Corporation may charge you a fee or bond if you want extra or replacement Security Keys.

26.2 Security Keys belong to the Owners Corporation.

26.3 In addition to its powers under the Management Act, the Owners Corporation has the power to:

- a. re-code Security Keys; and
- b. require you to promptly return your Security Keys to the Owners Corporation to be re-coded.

26.4 In addition to its powers under the Management Act, the Owners Corporation has the power to make agreements with another party (eg the Building Manager) to exercise its functions under this by-law and, in particular, to manage the Security Key system and provide Security Keys to owners and occupiers. The agreement may have provisions requiring owners to pay the other person an administration fee for the provision of Security Keys.

26.5 The rights of the Owners Corporation under this by-law are subject to the Strata Management Statement. In particular, the Owners Corporation must not:

- a. shut down or interfere with the integrated security system for Precinct 2; or
- b. restrict access to parts of Common Property which are Shared Facilities.

What are your obligations?

26.6 You must:

- a. take all reasonable steps not to lose Security Keys;
- b. return Security Keys to the Owners Corporation if you do not need them or if you no longer an owner or occupier a lot in Residential North; and
- c. notify the Owners Corporation immediately if you lose a Security Key.

26.7 If you lease or licence your lot, you must include a requirement in the lease or licence that the occupier return Security Keys to the Owners Corporation when they move out of Residential North.

26.8 You must not:

- a. copy a Security Key; or
- b. give a Security Key to someone who is not an owner or occupier.

26.9 You must comply with the reasonable instructions of the Owners Corporation about Security Keys and, in particular, instructions about re-coding and returning Security Keys.

By-Law 27

Controlling traffic in common property

27.1 In addition to its powers under the Management Act and subject to the Strata Management Statement, the Owners Corporation has the power to :

- a. impose a speed limit for traffic on Common Property;
- b. impose reasonable restrictions on the use of Common Property driveways and parking areas;
- c. install speed humps and other traffic control devices in Common Property; and
- d. install signs about parking and to control traffic in Common Property.

27.2 The Owners Corporation may also pass responsibility for those matters to the Facilities Manager.

By-Law 28

Agreement with the building manager

Purpose of the agreement

28.1 In addition to its powers under the Management Act, the Owners Corporation has the power to appoint and enter into agreements with the Building Manager to provide management and operational services for Residential North.

Duties of the Building Manager

28.2 The duties of the Building Manager may include:

- a. caretaking, supervising and servicing Common Property;
- b. supervising the cleaning, repair, maintenance, renewal or replacement of Common Property;
- c. arranging for the inspection and certification of plant and equipment as required by the law;
- d. providing services to the Owners Corporation, owners and occupiers;
- e. supervising employees and contractors of the Owners Corporation;
- f. supervising Residential North generally; and
- g. doing anything else that the Owners Corporation agrees is necessary for the operation and management of Residential North.

Terms of the agreement

28.3 The Owners Corporation may, in its own right, enter into an agreement with the Building Manager from the date of the first general meeting of the Owners Corporation for a term of 18 months or until the second annual general meeting of the Owners Corporation (whichever happens first). The terms of that agreement may include:

- a. the remuneration of the Building Manager for the term must not exceed a fixed sum of \$5,000 per month; and
- b. the duties of the Building Manager may be the duties listed in by-law 28.2.

28.4 At any time after the expiry of the agreement under by-law 28.4, the Owners Corporation may determine to enter into an agreement in its own right with the Building Manager on the terms and conditions reasonably determined by the Owners Corporation.

28.5 For any agreements entered into by the Owners Corporation after the expiry of the agreement under by-law 28.3, the Owners Corporation may appoint a Building Manager of its choice. It is not obliged to appoint as its Building Manager the Facilities Manager appointed by the Building Management Committee.

28.6 The Owners Corporation must not appoint the Building Manager to perform functions which are (or will be) performed by the Facilities Manager appointed by the Building Management Committee.

By-Law 29

Agreement with the facilities manager

Purpose of the agreement

29.1 In addition to its powers under the Management Act, the Owners Corporation has the power as a member of the Building Management Committee to appoint and enter into agreements with the Facilities Manager to provide management and operational services for Precinct 2.

Terms of the agreement

29.2 The terms of the agreements the Owners Corporation enters into or becomes a party to under this by-law must not exceed ten years (including options to renew the agreement). The agreements may have provisions about:

- a. the rights of the parties to the agreement and the Facilities Manager to terminate the agreement early; and
- b. the rights of the Facilities Manager to assign the agreement.

29.3 The remuneration for the Facilities Manager is at the discretion of the Owners Corporation and the parties to the agreement.

29.4 The duties of the Facilities Manager are specified in the Strata Management Statement.

29.5 In addition to its powers under the Management Act, the Owners Corporation has the power to grant to the Facilities Manager a power of attorney which enables the Facilities Manager to sign on behalf of the Owners Corporation a further agreement with the Facilities Manager when new parties become members of the Building Management Committee.

By-Law 30

Agreement with the strata manager

REPEALED

By-Law 31

Building management and you

You must not:

- a. interfere with or stop the Building Manager, Facilities Manager or Strata Manager performing their obligations or exercising their rights under their agreements with the Owners Corporation or the Building Management Committee; or
- b. interfere with or stop the Building Manager, Facilities Manager or Strata Manager using Common Property that the Owners Corporation permits them to use.

By-Law 32

Rules

32.1 The Owners Corporation may make Rules about the security, control, management, operation, use and enjoyment of Residential North. Rules must comply with and be consistent with the by-laws and the Strata Management Statement.

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

32.3 You must comply with the Rules.

32.4 If a Rule is inconsistent with a by-law, the Umbrella Deed, the Strata Management Statement or a requirement of a Government Agency, then the by-law, Umbrella Deed, Strata Management Statement or requirement of a Government Agency prevail to the extent of the inconsistency.

32.5 Contact the Strata Manager if you would like a copy of the Rules (at your cost).

By-Law 33

Books and records

33.1 In addition to the books and records which the Owners Corporation must maintain under the Management Act, the Owners Corporation must maintain all correspondence, agendas, minutes and other documents relating to:

- a. the Building Management Committee;
- b. the Strata Management Statement;
- c. the Umbrella Deed; and
- d. the Umbrella Committee.

33.2 The Owners Corporation must:

- a. maintain the records under by-law 33.1 for at least seven years; and
- b. make the records available for inspection under section 108 of the Management Act.

By-Law 34

Consents by the owners corporation

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

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

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

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

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

By-Law 35

Failure to comply with by-laws

35.1 The Owners Corporation may do anything on your lot that you should have done under the Management Act, the Strata Management Statement or the by-laws but which you have not done or in the opinion of the Owners Corporation acting reasonably, have not done properly.

35.2 The Owners Corporation must give you a written notice specifying when it will enter your lot to do the work. You must:

- a. give the Owners Corporation (or persons authorised by it) access to your lot according to the notice and at your cost; and
- b. pay the Owners Corporation for its costs for doing the work.

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

35.4 The powers of the Owners Corporation under this by-law are in addition to those which it has under the Management Act.

By-Law 36

Applications and complaints

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

By-Law 37

Common Property memorandum

Owners corporation responsibilities for maintenance, repair or replacement

1. Balcony and courtyards

- a. columns and railings
- b. doors, windows and walls
- c. balcony ceilings (including painting)
- d. original tiles and associated waterproofing, affixed at the time of registration of the strata plan
- e. common wall fencing, shown as a thick line on the strata plan
- f. dividing fences on a boundary of the strata parcel that adjoin neighbouring land
- g. awnings within common property outside the cubic space of a balcony or courtyard
- h. louvres, within the cubic space of a balcony and not shown as common property on the strata plan
- i. walls of planter boxes shown by a thick line on the strata plan
- j. that part of a tree which exists within common property

2. Ceiling/Roof

- a. false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility)

- b. plastered ceilings (other than painting, which shall be the lot owner's responsibility)
- c. guttering
- d. membranes

3. Electrical

- a. air conditioning systems serving more than one lot
- b. automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller
- c. fuses and fuse board in meter room
- d. intercom and wiring serving more than one lot
- e. electrical wiring serving more than one lot
- f. light fittings serving more than one lot
- g. power point sockets serving more than one lot
- h. smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under *Environmental Planning and Assessment Act 1979*)
- i. telephone, television, internet and cable wiring serving more than one lot within common property walls
- j. television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property
- k. lifts and lift operating systems

4. Entrance door

- a. original door lock or its subsequent replacement
- b. entrance door to a lot including all door furniture and automatic closer

5. Floor

- a. original floorboards or parquet flooring affixed to common property floors
- b. original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan
- c. sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan

6. General

- a. common property walls
- b. any door in a common property wall (including all original door furniture)
- c. skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility)
- d. original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan

- e. ducting cover or structure covering a service that serves more than one lot or the common property
- f. ducting for the purposes of carrying pipes servicing more than one lot
- g. exhaust fans outside the lot
- h. hot water service located outside of the boundary of any lot or where that service serves more than one lot
- i. letter boxes within common property

7. Plumbing

- a. floor drain or sewer in common property
- b. pipes within common property wall, floor or ceiling
- c. main stopcock to unit
- d. storm water and on-site detention systems below ground

8. Windows

- a. windows in common property walls, including window furniture, sash cord and window seal
- b. insect-screens, other than those installed by an owner after the registration of the strata plan
- c. original lock

Lot owner responsibilities for maintenance, repair or replacement

1. Balcony and courtyards

- a. privacy screen, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan
- b. that part of a tree within the cubic space of a lot
- c. light fittings

2. Ceiling/Roof

- a. false ceilings inside the lot installed by an owner after the registration of the strata plan

3. Electrical

- a. air conditioning systems, whether inside or outside of a lot, which serve only that lot
- b. fuses and fuse boards within the lot and serving only that lot
- c. in-sink food waste disposal systems and water filtration systems
- d. electrical wiring serving only that lot
- e. light fittings, light switches and power point sockets within the lot serving only that lot
- f. telephone, television, internet and cable wiring within non- common property walls and serving only that lot
- g. telephone, television, internet and cable service and connection sockets

- h. intercom handsets serving one lot and associated wiring located within non-common walls

4. Entrance door

- a. door locks additional to the original lock (or subsequent replacement of the original lock)
- b. keys, security cards and access passes

5. Floor

- a. floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan
- b. lacquer and staining on surface of floorboards or parquetry flooring
- c. internal carpeting and floor coverings, unfixed floating floors

6. General

- a. internal (non-common property) walls
- b. paintwork inside the lot (including ceiling and entrance door)
- c. built-in wardrobes, cupboards, shelving
- d. dishwasher
- e. stove
- f. washing machine and clothes dryer
- g. hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot)
- h. internal doors (including door furniture)
- i. skirting boards and architraves on non-common property walls
- j. tiles and associated waterproofing affixed to non-common property walls
- k. pavers installed within the lot's boundaries
- l. ducting cover or structure covering a service that serves a single lot

7. Parking / Garage

- a. garage door remote controller
- b. garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary
- c. light fittings inside the lot where the light is used exclusively for the lot
- d. mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the *Dividing Fences Act 1991* applies)

8. Plumbing

- a. pipes, downstream of any stopcock, only serving that lot and not within any common property wall
- b. pipes and 'S' bend beneath sink, laundry tub or hand basin

- c. sink, laundry tub and hand basin
- d. toilet bowl and cistern
- e. bath
- f. shower screen
- g. bathroom cabinet and mirror
- h. taps and any associated hardware

9. Windows

- a. window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier)
- b. locks additional to the original (or any lock replaced by an owner)
- c. window lock keys

Special By-Law 1

Building works

PART 1

PART 1.1

GRANT OF RIGHT

1.1.1 Notwithstanding anything contained in the by-laws applicable to the scheme, an owner has the right to carry out the Works (at the owner's cost and to remain the owner's fixture) subject to the provisions of Part 3 of this by-law.

1.1.2 An occupier has no right to carry out any Works contemplated by this by-law or otherwise.

1.1.3 The purpose of this by-law is to regulate an owner installing any Works within their lot either affecting or not affecting common property and to regulate their maintenance

PART 1.2

THIS BY-LAW TO PREVAIL

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

1.2.2 If there is any inconsistency between this by-law and the Umbrella Deed (as defined in the Strata Management Statement), then the provisions of the Umbrella Deed shall prevail to the extent of that inconsistency.

1.2.3 If there is any inconsistency between this by-law and the Strata Management Statement, then the Owners Corporation must amend this by-law to make it consistent with the Strata Management Statement.

1.2.4 If there is any inconsistency between this by-law and the lease the Owners Corporation has with the Waterways Authority (as defined in the Strata Management Statement), then the provisions of the said lease shall prevail to the extent of that inconsistency.

PART 2

DEFINITIONS

Definitions

For the purpose of this by-law:-

2.1 "building" includes:-

- a. part of a building;
- b. a lot, or part of a lot;
- c. the walls, floors, ceilings, windows or doors adjacent to a lot;
- d. facilities for the supply of water, sewerage, drainage, gas, electricity, oil, garbage, conditioned air or telephone, television or radio impulses or signals services,

and situated at King Street Wharf Precinct 2.

2.2 "Facilities Manager" is the person appointed by the Building Management Committee as defined in the Strata Management Statement to provide maintenance and other services to the scheme.

2.3 "Major Works" means works that require penetration to common property floors, walls and ceilings including works of a structural nature and which are not Minor Works.

2.4 "Minor Works" means works that do not penetrate any common property walls, ceilings, floor slabs (with exception of screwing internal partitions to the walls, ceilings, floors and minor attachments to common property).

2.5 "Owners Corporation" means the owners corporation created by the registration of strata plan registration number 66849.

2.6 "Resident Information Manual" means the document which outlines general guidelines, procedures, services and House Rules for owners, occupiers and visitors at the building.

2.7 "Strata Management Statement" means the strata management statement applicable to the scheme.

2.8 "Strata Manager" means the strata manager appointed by the Owners Corporation pursuant to the Strata Schemes Management Act from time to time.

2.9 "Works" means the Minor Works and the Major Works.

2.10 any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act, 1996*.

PART 3

CONDITIONS

3.1 Carrying out building works

3.1.1 An owner of a lot must not do or permit the doing of any Works or allow any such Works to be carried out on his behalf, otherwise than on the conditions set out in this by-law.

Conditions:-

3.2 *Owners Corporation's Consent*

3.2.1 An Owner has the right to carry out Minor Works without the consent of the Owners Corporation provided at least fourteen (14) days' notice has been provided to the executive committee or to the Facilities Manager, such notice to specify in detail the works to be undertaken and the duration of any impact on the common property or disruption to common property services or access.

3.2.2 Upon receipt of any notice provided under the preceding clause should the executive committee determine (at its absolute discretion), or form the opinion or be advised that the works contemplated are Major Works, then the Owner shall not commence those works without the requisite consent of the

Owners Corporation for Major Works under this by-law.

3.2.3 Before commencement of any Major Works, the Owner must, in addition to any obligations under this by-law:

- a. prepare and provide to the executive committee:
 - i. a new by-law under the *Strata Schemes Management Act, 1996* to amend the definition of "Major Works", make specific reference to the "Lot" and include a definition of "Plans" to cover the specific scope of Major Works to be carried out; and
 - ii. the Owner's written consent to:
 - A. the passing of the by-law; and
 - B. be responsible for the maintenance, repair and replacement of the Major Works,
 - iii. such by-law and form of consent to be acceptable to the executive committee and to be considered at the next general meeting of the Owners Corporation;

3.2.4 If the Works affect Shared Facilities as defined in the Strata Management Statement or services within the car park of the scheme or involves work within the car park, the owner must also obtain approval from the Building Management Committee as defined in the Strata Management Statement to carry out the work and use contractors approved by the Building Management Committee in accordance with the Strata Management Statement.

3.2.5 Upon receipt of a by-law under clause 3.2.3 the executive committee will review the proposal and stipulate any relevant conditions to be contained in the exclusive use or special privileges by-law. Such conditions to include (but shall not be limited to) those set out in this Part 3.

3.3 Application for consent

3.3.1 In addition to the obligations set out above to obtain the consent of the Owners Corporation under this by-law for Major Works, an owner of a lot must apply in writing to the Owners Corporation. The application must contain or be accompanied by, where relevant:-

- a. drawings and specifications, including but not limited to hydraulic, mechanical ventilation, electrical and fire services sufficient to allow the Owners Corporation to assess:-
 - i. compliance of the proposed Works with the Building Code of Australia and any pertinent Australian Standard, relating inter alia to the waterproofing of wet areas;
 - ii. the effect of the proposed Works upon the building (including structural impact, if any) and the owners and occupiers of other lots.
- b. evidence of approval of the Works (if required) from any government, semi government, statutory, public or other authority having any jurisdiction over a lot including the local Council or a suitably prepared application for such approval.
- c. the certificate of a duly qualified engineer or engineers in favour of the Owners Corporation that the structural integrity and the operation of the building will not be detrimentally affected by the proposed Works if the proposed Works will affect any part of the building which provides support or shelter for another lot or for the common property, or facilities for the supply of services in the building.
- d. an impact assessment statement which shall outline the preventative measures to be taken to reduce the potential impact of the proposed works on the common property and other lots. This statement shall also describe:
 - a. proposed noise abatement measures to be implemented during construction;
 - b. proposed methodology to protect the common property; and
 - c. impact of the construction on the day to day cleanliness of and access to the common property including the car park and loading dock;
- e. if tiles are being removed, details about the technique of removal and the steps to ensure there is no consequential damage to the lot below.
- f. confirmation that, if a shower recess is to be re-tiled, a new waterproof membrane is to be installed and written certification provided as to its proper installation.
- g. if a dishwasher is being installed, details about the plumbing, water containment measures and sound reduction.
- h. the proposed date of commencement and the duration of the building works.

- i. the means by which it is proposed the tradesmen, building materials and building debris enter and leave the building. All deliveries and removal must be from the car park level. The lift walls and floor must be kept covered with the protective linings supplied by a security guard. The areas and other affected common property are to be protected from damage prior to commencing works and cleaned on a daily basis.
- j. the proposed hours of work. Permission will not be given for work other than between the hours of 8am to 5pm, Monday to Friday and 8am to 12 noon Saturday, excluding public holidays. Use of impact and/or vibration tools will only be permitted between 9am and 3pm, Monday to Friday and then only with the prior arrangement with the Facilities Manager.
- k. arrangements for storage of building materials and removal of debris.
- l. arrangement for the parking of tradesmen's vehicles. Private vehicles may not be parked on common property. One work truck may be parked on the common property provided prior approval to the location is obtained from the executive committee or a security guard.
- m. evidence of currency for the duration of the Works of Contractors' All Risks insurance cover with a reputable insurer (incorporating cover of not less than \$20 million against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of such works) naming the Owners Corporation as beneficiary and evidence of workers' compensation insurance.
- n. where the Works are residential building work for the purposes of the Home Building Act 1989, evidence that the building contractor is licensed and has provided insurance under Section 92 of that Act (or any amending Act or legislation).
- o. a schedule of finishes including manufacturer, colour and sound proofing measures.
- p. an acoustic report from a suitably qualified acoustic engineer outlining the compliance of altered wall/floor finishes with the current Building Code of Australia requirements and those of local Council to preserve the acoustic integrity of the lot and common property.

3.4 Owners Corporation's Decision

3.4.1 The Owners Corporation must determine an application for its consent under this by-law as soon as practicable.

3.4.2 The Owners Corporation must not withhold its consent unreasonably, or impose unreasonable conditions on its consent. For clarity requesting further information is not unreasonable.

3.4.3 The Owners Corporation may impose conditions as are consistent with the intention of this by-law.

3.5 Payment of Bond

3.5.1 As a condition of its consent, the Owners Corporation may require the payment by the owner of a bond of not less than \$2000.00 or such other amount as the executive committee thinks fit having regard to the nature and extent of the Works.

3.5.2 The owner of the lot must pay the bond to the Owners Corporation before the commencement of the Works.

3.5.3 Any approval granted by the Owners Corporation must identify those costs that may be deducted from the bond money deposited by an owner. Those costs may include the following:-

- a. the costs of rectifying any damage to the common property or the Owners Corporation's personal property caused by the Works or damage to other lot owners' property;
- b. the costs of cleaning the common property if the owner/s contractors fail to do so to the reasonable satisfaction of the Owners Corporation;
- c. the costs of the Owners Corporation's engineer or building consultant inspecting the Works or advising the Owners Corporation about them;
- d. the costs of the Facilities Manager, Strata Manager or other representatives of any of them inspecting the Works while in progress and at completion, to check compliance with the owner's drawings and specifications and conditions of approval;
- e. the cost of a security guard, if considered desirable by the Owners Corporation by reason of the failure of the owner's contractors to preserve the security of the building.

3.5.4 The Owners Corporation must refund the balance of the bond (if any) not applied to such costs contemplated under this by-law to the owner or occupier within 14 days of completion of the Works.

3.5.5 The Owner, at that owner's cost, must carry out a dilapidation report with photographs of the common property prior to the commencement and at the completion of the Works, to determine if any damages have been occasioned to the common property.

3.6 During construction of the Works

3.6.1 Whilst the Works are in progress the Owner of the lot must:

- a. use duly licensed employees, contractors or agents to conduct the Works and ensure that they attend site induction and complete all necessary work permits and safe work method statements as required by the Facilities Manager.
- b. ensure compliance with occupational health and safety laws and regulations;
- c. ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
- d. use reasonable endeavours to cause as little disruption as possible;
- e. not vary the Works approved under this by-law without first obtaining the consent in writing from the Owners Corporation and/or local Council, if required.

3.7 Conditions during Works in Progress

3.7.1 No car parking spaces are available at King Street Wharf for contractors' vehicles. The owner may make arrangements for daytime car parking in "their lot" allowing as many vehicles as they have car spaces. Alternatively, the contractors will have to park on the street.

3.7.2 The responsibility for issuing security swipe fobs to the contractor remains with the owner. Under no circumstances will the Facilities Manager issue security devices to contractors as these are reserved for the trades that service the common property.

3.7.3 Power and other utilities required during the Works can only be gained from within the owners lot.

3.7.4 Prior to commencement of any hot works (welding or brazing) the Facilities Manager must be notified so that the required isolations and insurance notification can be implemented. Any accidental activation of the building's fire safety system, as a result of the Works being carried will be deemed the responsibility of the owner. The false alarm fee from the NSW Fire Brigade and any subsequent damage to common property (in the event of a sprinkler being activated) will be invoiced to the owner and recoverable from that owner as debt due.

3.8 Inspection

3.8.1 An authorised representative of the Facilities Manager, Strata Manager or the Owners Corporation or other authorised representatives of the Owners Corporation may inspect the Works during their course and upon their completion: at any time or times after giving reasonable notice to the owner (or, without notice, in the case of an emergency).

3.8.2 If the Works have affected any part of the building which provides support or shelter for another lot or for the common property, the owner must provide the Owners Corporation, after completion of the Works, with the certificate of a duly qualified engineer or engineers, addressed to the Owners Corporation, that the Works have been completed in accordance with the approved drawings and specifications and in compliance with the conditions of this by-law and any other requirements of the Owners Corporation.

3.9 Damage

3.9.1 The owner must promptly repair any damage caused or contributed to by the Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another lot in the strata scheme.

3.10 Maintenance of Works and Common Property

3.10.1 The owner of the lot must:

- a. maintain, replace and keep in good and serviceable repair the Works installed by them;
- b. maintain and upkeep those parts of the common property in contact with the Works;

3.11 General

3.11.1 An owner of a lot in which Works are to be or have been undertaken by the owner of the lot (or a prior owner of the lot), must:

- a. comply at their own expense with any notice or requirement of the local Council or other authority, tribunal or Court having jurisdiction, relating to the Works;
- b. indemnify and keep indemnified the Owners Corporation against any expense or liability arising out of the undertaking of the Works and their use including for damage to any lot or common property and death or personal injury to any person.
- c. observe and comply with all other procedures and requirements that are prescribed in the Resident Information Manual from time to time that relate to the Works.

3.12 Failure to comply with this by-law

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

- a. enter onto any part of the owner's lot and carry out all work necessary to perform that obligation;
- b. recover the costs of such work from the defaulting owner; and
- c. recover from the owner the amount of any fine or fee which may be charged to the Owners Corporation as a debt due.

Special By-Law 2

Removals in building

1.1 Definitions

1.1.1 "Facilities Manager" is the person appointed by the Building Management Committee to provide maintenance and other services for Precinct 2.

1.1.2 "Strata Manager" means the strata manager appointed by the Owners Corporation pursuant to the Strata Schemes Management Act from time to time.

1.1.3 "Resident Information Manual" means the document which outlines general guidelines, procedures, services and House Rules for owners, occupiers and visitors at 23 Shelley Street.

2.1 Carrying out removals

2.1.1 In this by-law, "removals" refers to the owner or occupier of a lot directly or indirectly transporting any goods, furniture, equipment or other large objects either:

- a. to and from lots;
- b. in and out of the building; or
- c. through the common property

2.1.2 Removals must only take place between the hours 9.00am to 4.00pm Monday to Saturday.

- a. removals are not to be carried out on Sundays or public holidays.
- b. notice is to be provided to the Facilities Manager in writing within a reasonable time (but not less than 48 hours) before the removals are carried out, including to book the service lift (if applicable) and to give notice of any necessary security arrangements.
- c. all removal vehicles are to be parked in the Loading Dock in Precinct 2 or as directed by the Facilities Manager or a representative of the Owners Corporation. No removals are permitted through the Entrance Lobby under any circumstances.

- d. all areas are to be protected from damage when carrying out removals and all rubbish is to be removed from the building and its surrounds. Lift protection will be made available by the security guard who will install protective curtains and flooring to the goods lift in preparation for the removal.
- e. all goods, furniture and other large objects are to be transported within the building in a manner reasonably directed by the Owners Corporation or Facilities Manager. The owner/occupier must use only reputable removal companies with appropriate insurances.
- f. prior to removals being carried out, the owner/occupier must arrange with the Facilities Manager or a security guard for an inspection of the state of repair of the lift or those parts of the common property through which the transportation is to take place. Such manager or guard and the owner/occupier will sign an Inspection Report after completion of that inspection.
- g. the Facilities Manager or a security guard will conduct an inspection upon completion of the transportation. The cost of repair to any common property which has been damaged is to be deemed a contribution payable by the owner of the lot to which the removals related and will be charged to his account and be recoverable as if it were levied under the Strata Schemes Management Act 1996 ("the Act")
 - i. no personal belongings are to be discarded on the common property after the removal.
 - ii. waste and packaging from moves should be removed from apartment floors and either placed in the appropriate bins made available in the common property garbage room on your level or removed from the site by the removalist.

3.1 *Bond*

3.1.1 From the time of making this by-law, an owner of a lot whose occupancy changes must:

- a. notify the Owners Corporation in writing of the change in occupancy of the lot;
- b. pay to the Owners Corporation an amount of not less than \$500.00 (or any other amount the Executive Committee may decide from time to time or believe necessary having regard to the nature or extent of the removals) which is:
 - i. to be held by the Owners Corporation as a bond during the removal or delivery of goods and furniture through the common property areas and lifts when the occupancy of the lot changes;
 - ii. to be applied by the Owners Corporation towards the cost of rectifying any damage to any part of common property including all lobbies and lifts; and
 - iii. to be refunded to the owner in whole or, if any part is applied pursuant to this by-law, then only as to the balance.
- c. if, in the reasonable discretion of the Facilities Manager, Strata Manager or Executive Committee, security is required during the removal, the cost of that security is to be borne by the owner or occupier.

4.1 *Enduring obligations*

4.1.1 An owner or occupier:

- a. must comply with any approval or directions of the Owners Corporation given under this by-law;
- b. must comply with any approval or directions of the Facilities Manager and/or Strata Manager given under this by-law;
- c. remains liable for any damage to Lot or common property arising out of the removals; and
- d. must indemnify and keep indemnified- the Owners Corporation against any costs or losses arising out of the removals including in respect of the property of an Owner or occupier.

5.1 *Right to Remedy Default*

5.1.1 If an owner or occupier of a lot damages any part of the common property when carrying out removals, and fails to make good that damage immediately after it has occurred, and then the Owners Corporation may:

- a. carry out all work necessary to perform that obligation;
- b. enter upon any part of the building (including the lot) to carry out that work;

- c. recover the costs of carrying out that work pursuant to Part 2 of this by-law from the owner of the lot concerned, even if their occupier caused the damage;
- d. the owner/occupier must do all things and sign all necessary documents to facilitate the carrying out of 2 (a) - (c) above; and
- e. in the event the owner does not comply with clause 4(d), the Owners Corporation shall be entitled, in its reasonable discretion, to remove and dispose of the belongings of the owner/occupier and any cost of doing so shall be borne by the owner/occupier and recoverable as a debt due

6.1 Resident Information Manual/House Rules

6.1.1 An owner or occupier must observe and comply with all other procedures and Requirements that are prescribed in the Resident Information Manual or in the House rules issued by the Facilities Manager, Strata Manager or Executive Committee from time to time that relate to the carrying out of removals.

Special By-Law 3 Short term letting

REPEALED

Special By-Law 4 Electronic notices

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 5 Shutters & screens

- 1. The by-law concerning shutters and screens made at the Annual General Meeting of 2013 be repealed.
- 2. That in addition to the functions conferred or imposed upon the Owners Corporation by or under the Strata Schemes Management Act 1996 or other Act, the Owners Corporation be responsible to maintain and to clean the folding balcony shutters and fixed balcony screens within lots in the strata scheme, and their ancillary fittings and fixtures, in accordance with the manufacturer's specifications (or other specifications recommended by the Owners Corporation by a mechanical engineer); also to repair, to renew and to replace the shutters and screens as necessary.
- 3. For the purposes of clause 2:
 - a. "replace" includes the replacement of the shutters and/or screens by shutters or screens of a different design to the existing, provided this does not conflict with the architectural code for Residential North and Precinct 2 in Schedule 3 of the Strata Management Statement;
 - b. "repair" includes modifications to address deficiencies in design or installation which the Owners Corporation considers appropriate, and the installation in and from the balconies and balcony slabs of drains to allow escape of water and dirt from the bottom track of the shutters and the screens.

Special By-Law 6 Installation of child window safety devices

PART 1

PREAMBLE

1.1 This by-law is made pursuant to Division 3 of Part 5 of Chapter 2 to the Act.

1.2 It is made for the purpose of the control, management, administration and use of the common property for the strata scheme.

1.3 Its principal purpose is to provide additional security and safety for the residents of the strata scheme by providing the owners corporation with the power to:

- a. install child window safety devices; and
- b. to impose conditions on the operation, use, repair, maintenance and replacement of the Child Window Safety Devices.

1.4 The Child Window Safety Devices will be installed on any openable window where:

- a. the lowest window edge is less than 1.7 metres above the inside floor surface of the Lot; and
- b. when the drop from the internal floor surface level to the external surface beneath the window is two metres or more; or
- c. any legislative requirement that amends or replaces sub-clauses 1.4(a) and/or (b).

PART 2

GRANT OF POWER

2.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the owners corporation shall have the following additional powers, authorities, duties and functions to install a Child Window Safety Device on Non-compliant Windows and to impose conditions in relation to its operation and use.

PART 3

DEFINITIONS & INTERPRETATION

3.1 Definitions

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

- a. **Act** means the *Strata Schemes Management Act 1996*.
- b. **Authority** means any government semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.
- c. **Building** means the building situated at 23 Shelley Street, Sydney
- d. **Child Window Safety Device** means the installation of:
 - i. a device which allows a window to be locked with a maximum opening of 125mm;
 - ii. the installation of a security screen that is capable of resisting a lateral load of 250 newtons or more; or
 - iii. any legislative requirement that amends or replaces sub-clauses 3.1(d)(i) and/or (ii),
to Non-compliant Windows.
- e. **Non-compliant Window** means any openable window in the building where:
 - i. the lowest window edge is less than 1.7 metres above the inside floor surface of the Lot;
and
 - ii. the drop from the internal floor surface level to the external surface beneath the window is two metres or more; or
 - iii. any legislative requirement that amends or replaces sub-clauses 3.1(e)(i) and/or (ii).
- f. **Lot** means any individual lot in strata plan 66849.
- g. **Owner** means owner of a Lot.

3.2 Interpretation

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

- a. the singular includes the plural and vice versa;
- b. any gender includes the other genders;
- c. any terms in the by-law will have the same meaning as those defined in the Act;
- d. references to legislation include references to amending and replacing legislation; and
- e. where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail to the extent of the inconsistency.

PART 4

INSTALLATION OF CHILD WINDOW SAFETY DEVICE

4.1 The owners corporation shall install a Child Window Safety Device to every Non- compliant Window.

4.2 The owners corporation must abide by the by-laws applicable to the strata scheme and all directions, orders and requirements of any Authority relating to the erection of the installation of the Child Window Safety Devices and must be responsible to ensure that the respective servants, agents and contractors of the owners corporation comply with the said directions, orders and requirements.

4.3 The owners corporation must ensure that the provisions of the Building Code of Australia and Australian Standards are, so far as relevant, complied with.

4.4 The owners corporation must comply with the *Home Building Act 1989* where relevant.

4.5 The installation of the Child Window Safety Device must be carried out in a proper and workmanlike manner.

4.6 The Child Window Safety Device must comprise materials that are good and suitable for the purpose for which they are used and must be new.

4.7 The owners corporation may, if it chooses to do so engage a third party contractor to perform the duties and functions of carrying out inspections, advising on work required and undertaking the installation of the Child Window Safety Device.

PART 5

ACCESS

5.1 The Owners shall, from time to time upon reasonable notice being provided to an Owner or occupier, permit the owners corporation in accordance with its power under sub-section 65(2) of the Act, to access the Lot for the purpose of:

- a. installing the Child Window Safety Devices; and
- b. determining whether the Child Window Safety Devices require any maintenance, repair or replacement.

5.2 The owners corporation acknowledges and agrees that it will be liable for any damage to the contents of the Lot arising out of the access to it, in accordance with clause 5.1.

PART 6

MAINTENANCE, REPAIR AND REPLACEMENT

6.1.1 The Owners acknowledge and agree that:

- a. they will reimburse the owners corporation for all costs of any repair or replacement of the Child Window Safety Device if they remove, replace, or in any way damage or deface the Child Window Safety Device; and
- b. the cost of repair and replacement, if not paid in accordance with clause 6.1.2(d) of this by-law, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide

under the Act for interest on overdue levy contributions for another rate, that other rate, and the interest will form part of that debt.

6.1.2 The procedure by which maintenance and repair is to be carried out, is as follows:

- a. the owners corporation (or its duly authorized contractor), in accordance with its inspection under clause 5.1, will inspect the Child Window Safety Device that requires repair or replacement;
- b. Upon determining that the Child Window Safety Device requires repair or replacement, the owners corporation (or its duly authorised contractor) will arrange for the it to be repaired or replaced, as required;
- c. If the Owner has damaged the Child Window Safety Device, upon completion of the repair or replacement, the owners corporation will provide a copy of the tax invoice for such repair or replacement to the Owner; and the Owner must reimburse the owners corporation within seven (7) days of the receipt of the tax invoice, for the sum of that invoice.

Special By-Law 7 Works - Lot 119

1. Introduction

1.1 This by-law gives the Owner special privileges to:

- a. Carry out and keep the Works on the Lot and the common property; and
- b. The exclusive use and enjoyment of that part of the common property occupied by the Works:

on the conditions set out in this by-law.

2. Definitions & Interpretation

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

"Building" means the residential building at 23 Shelley Street, Sydney NSW 2000.

"Exclusive Use Area" means that part of the common property occupied or affected by the Works;

"Lot" means lot 119 in Strata Plan No. 66849;

"Management Act" means the *Strata Schemes Management Act 2015*;

"Owner" means the owner for the time being of the Lot (being the current owner and any successors);

"Owners Corporation" means the owners corporation of Strata Plan No. 66849;

"Plans" means the plans annexed to and forming part of this by-law or included in the notice and agenda of the general meeting that approved this by-law;

"Works" means the works depicted in the Plans being renovations to en-suite bathrooms, kitchen, laundry and powder room including:

- Relocating the powder room; and
- Enlarging the laundry; and
- Re-tiling the en-suite bathrooms; and
- Installation of new liquid membrane to the existing concrete slabs to all wet areas above as part of the above works.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- a. headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- b. references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made

- under them,
- c. words importing the singular number include the plural and vice versa,
 - d. where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
 - e. any expression used in this by-law and which is defined in the Management Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law,
 - f. if any provision of this by-law is invalid or void, that provision will be read down, ignored or severed so far as is possible in order to uphold the validity and enforceability of the remaining provisions of this by-law, and
 - g. 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.

3. Works authorisation, special privileges & exclusive use rights

3.1 The Owners Corporation:

- a. authorises the Works; and
- b. permits the Owner to retain the Works; and
- c. confers on the Owner special privileges in respect of the Exclusive Use Area to permit the Works to be carried out; and
- d. grants the Owner a right of exclusive use and enjoyment of the Exclusive Use Area in relation to and to keep the Works:

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

4 Owner to pay costs of this by-Law

4.1 The Owner must pay the Owners Corporation's reasonable costs of considering, approving and registering this by-law.

5. Owner's obligations before carrying out the Works

5.1. Before commencing the Works, the Owner must:

a. Prior Notice

give the Owners Corporation at least 7 days' written notice. The notice must include the estimated start date of the Works, the estimated end date of the Works, and the name, and email, postal and telephone contact details of the contractor for the Works, and a detailed scope of works,

b. Contractor's Licence and Insurance Details

give the Owners Corporation (at least 7 days before commencing the Works) a copy of a certificate or other document demonstrating that the contractor who will carry out the Works holds a current:

- i. licence (if required by law to have one),
- ii. all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,
- iii. workers compensation insurance policy (if required by law to have one), and
- iv. home building compensation fund insurance policy, under the *Home Building Act 1989* for the Works (if required by law to have one),

c. Dilapidation Report

if required by the Owners Corporation, give the Owners Corporation a dilapidation report (which must include photographs) concerning the areas of the Building the Owners Corporation requires to be included in that report, at least 7 days before commencing the Works.

5.2 if the Owner has not complied with any part of clauses 4.1 and 5.1, the Owner must not begin Works and if the Owner has already begun the Works, then the Owner must immediately them.

6. Owner's obligations carrying out the Works

6.1 when carrying out the Works, the Owner must:

a. Licensed and insured contractor

Use the contractor referred to in clause 5.1(a),

b. Standard of Workmanship

ensure the Works are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,

c. Quality of the Works

ensure the Works are completed in accordance with the Plan, the Quote and any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

d. Time for Completion of the Works

ensure the Works are carried out with due diligence and are completed as soon as practicable from the date of commencement,

e. Times for the Works

ensure that the Works are only carried out between the hours of 7.30am – 4.30pm on Monday – Friday and not on Saturdays, Sundays or public holidays,

f. Times for Operations of Noisy Equipment

ensure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am – 3.00pm and that at least 72 hours' notice is given to the Owners Corporation's strata managing agent or placed on the notice board of the Building before the use of any such tools and equipment,

g. Appearance of the Works

ensure the Works are carried out and completed in a manner which is in keeping with the rest of the Building,

h. Supervision of the Works

ensure that the Works are adequately supervised to ensure that the conditions of this by law are complied with,

i. Noise During the Works

ensure the Works do not create any excessive noise in the Lot or in a common area that is likely to interfere with the peaceful enjoyment of any resident of the Building or of any person lawfully using a common area,

j. Transportation of Construction Equipment

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the Owners Corporation and in a manner that does not damage the Building,

k. Debris

ensure that any debris and rubbish associated with or generated by the Works is removed from the Building and removed strictly in accordance with the reasonable directions of the Owners Corporation (if any),

l. Storage of Building Materials on Common Areas

make sure that no building materials are stored in a common area,

m. Protection of Building

protect all areas of the Building outside the Lot which are affected by the Works from damage, the entry of water or rain and from dirt, dust and debris relating to the Works and ensure that all common areas are protected when transporting construction materials, equipment and debris through the Building,

n. Building Integrity

keep all areas of the Building affected by the Works structurally sound during the Works and make sure that any holes or penetrations made during the Works are adequately sealed and waterproofed and, if necessary, fireproofed,

o. Daily Cleaning

clean any part of the common areas affected by the Works daily and keep a of those common areas clean, neat and tidy,

p. Interruption to Services

minimise any disruption to services in the Building and give the occupiers of the other lots in the Building at least 72 hours' prior notice of any planned interruption to the services in the Building such as water, gas, electricity and television by a sign prominently displayed in the Building and given to the Owners Corporation's strata managing agent before an such disruption,

q. Access

give the Owners Corporation's nominee (which may be its consultant) access to the Lot to inspect (and, if applicable, supervise) the Works on reasonable notice,

r. Vehicles

ensure that no contractor's vehicles obstruct the common areas, obstruct access (including pedestrian and vehicular access) of residents in the Building to their lots common areas, or are parked on or stand in visitor car parking spaces, the garages car spaces of other lots, or on driveways or any common areas,

s. Security

ensure that the security of the Building is not compromised and that no external doors of the Building are left open and unattended or left open for longer than is reasonably necessary,

t. Variation to the Works

not vary the Works without obtaining the prior written approval of the Owner Corporation,

u. Waterproofing

ensure that waterproofing is carried out by a specialised waterproofing contractor and in accordance with the Building Code of Australia and Australian Standard 3740 *Waterproofing of Wet Areas Within Residential Buildings*,

v. Fire and sound proofing

ensure that the Works do not reduce any fire and soundproofing in or to the lot as existed at the time immediately before the Works commenced,

w. Lot fire door

ensure that any fire door on the boundary of the lot is not damaged or altered, and

x. Costs of Works

pay all costs associated with the Works.

7. Owner's obligations after Works are completed

7.1 After the Works have been carried out, the Owner must:

a. Notify the Owners Corporation

promptly notify the Owners Corporation that the Works (or if applicable, part of them) have been completed,

b. Access

give the Owners Corporation's nominee (which may be its consultant) access to the Lot to inspect the Works on reasonable notice (this right will expire upon being exercised),

c. Restore the Common Areas

restore all common areas damaged by the Works as nearly as possible to the state which they were in immediately prior to commencement of those works (except to the extent that such damage is authorised by this by-law),

d. Waterproofing certificate

give to the Owners Corporation a certificate addressed to the Owners Corporation from the contractor who carried out the waterproofing certifying that the waterproofing complies with the Building Code of Australia and Australian Standard 3740 Waterproofing of Wet Areas Within Residential Buildings, and

e. Expert's Report

give the Owners Corporation a report from a duly qualified building consultant or expert addressed to the Owners Corporation certifying that the Works have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards.

8. Owner's enduring obligations

8.1 The Owner must:

a. Maintenance of the Works

at the Owner's own cost, properly maintain the Works and the common property occupied by them and keep them in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in the Works, and must carry out such repairs, maintenance, replacement or renewal in accordance with any manufacturer's requirements.

b. Maintenance of the Exclusive Use Area

at the Owner's own cost, properly maintain the Exclusive Use Area and keep the Exclusive Use Area in a state of good and serviceable repair and, where necessary, renew or replace any

fixtures or fittings comprised in the Exclusive Use Area, and must carry out such repairs, maintenance, replacement or renewal in accordance with any manufacturer's requirements.

c. Repair of damage

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

d. Indemnity

must indemnify and keep indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation caused by the Works, the use of the Exclusive Use Area or any breach of this by-law.

e. Insurance

if required by the Owners Corporation, make, or permit the Owners Corporation to make on the Owner's behalf, any insurance claim concerning or arising from the Works, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the Works or repair any damage to the Building caused by the Works,

f. Comply with the Law

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works and the requirements of the local council concerning the Works (for example, a notice or order issued by the local council or fire safety laws).

9. Breach of this By-Law

9.1 If the Owner or Subsequent Owner breaches any part of this by-law and (if that breach is capable of rectification) fails to rectify that breach within 14 days of service of a written notice from the Owners Corporation requiring rectification of that breach (or such other period as is specified in the notice), then the Owners Corporation may:

- a. rectify the breach,
- b. enter on any part of the Building including the Lot, by its agents, employees or contractors, in accordance with the Management Act for the purpose of rectifying the breach, and
- c. recover as a debt due from the Owner or the Subsequent Owner the costs of the rectification and the expenses of the Owners Corporation incurred in recovering those costs including legal costs on an indemnity basis.

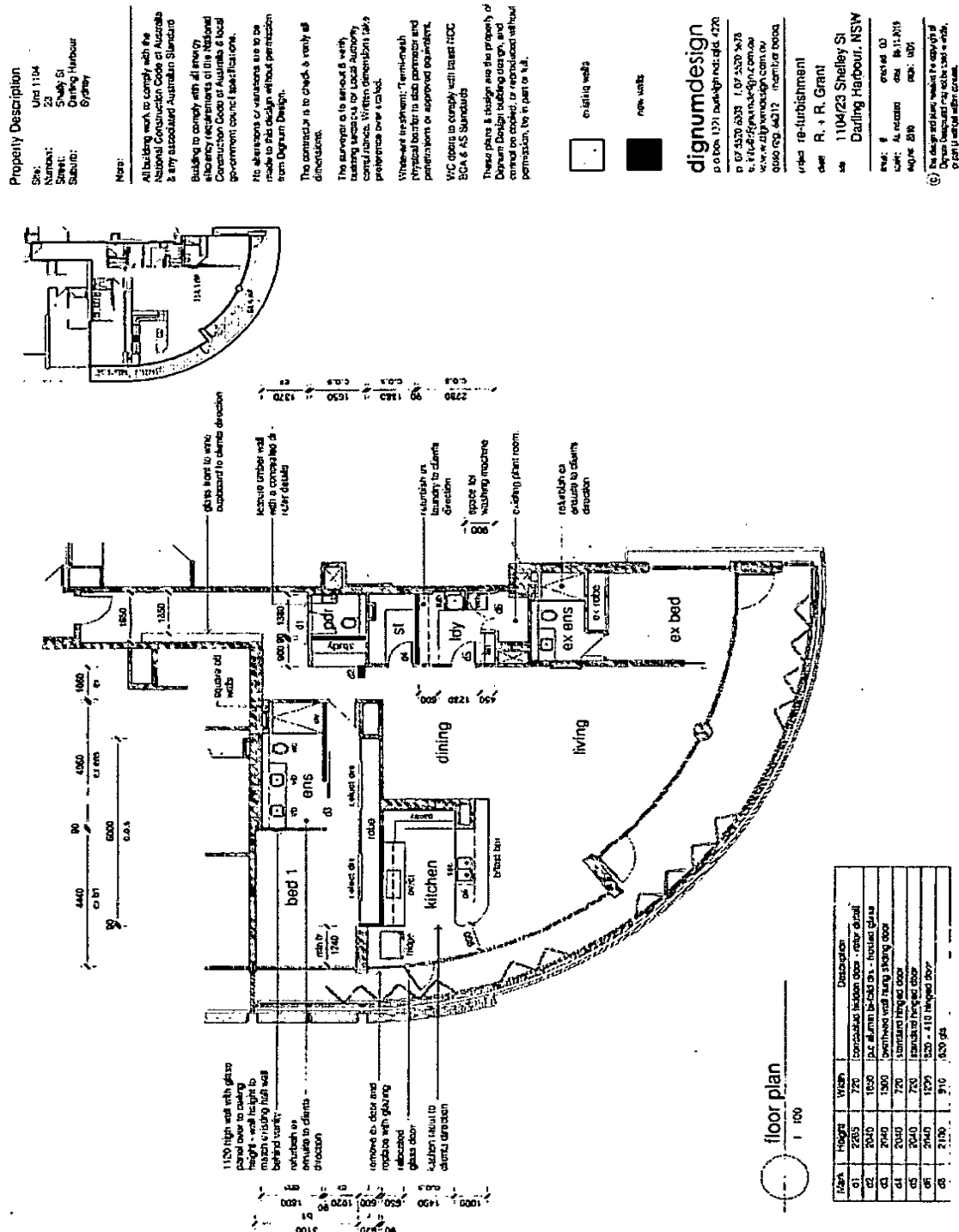
9.2 Nothing in this clause restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this by-law.

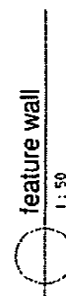
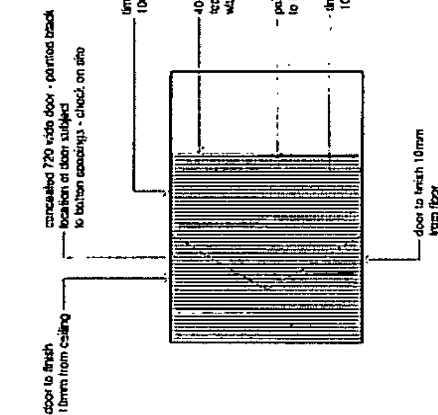
Annexure below

Special By-Law 7

Annexure

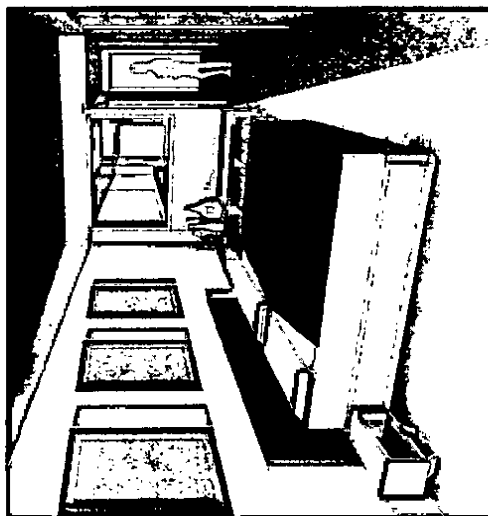
ANNEXURE TO BY-LAW PLANS







○ kitchen-lounge view
1:1



○ b1 ensuite view
1:1

dignumdesign
 p.o. box 1171 burlington nsw 4701
 p 07 5506 6008 f 07 5506 5478
 a. digumdesign.com.au
 w w w.digumdesign.com.au
 cbsa reg 6017 number block

pages re-lurbishment
 client R. + R. Grant
 site 1104/23 Shelley St
 Darling Harbour, NSW

scale	0	credit	00
ratio	1:1	date	16.11.2019
pages	2/13	pages	10/20

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Special By Law 8 Car Space Storage Units

Definitions

In this by-law:

- i. "approved type" means a galvanised steel storage unit such as the "Space Commander" 'Over The Bonnet', 'Tall Boy Closet', 'Double Decker' or similar type of storage unit approved by the Executive Committee from time to time or following a specific request for approval.
- ii. "car space" means any car space comprised in a lot or forming part of a lot.
- iii. "installed & installation" mean the installation of storage unit.
- iv. "storage unit" means a storage unit of an approved type.

Interpretation

In this by-law words importing the singular include the plural and vice versa; words importing a gender include any gender and words defined in the Strata Schemes Management Act 1996 have the meaning given to them in that Act.

Terms

An owner or occupier of a lot must not install or permit the installation of a storage unit except in compliance with the following conditions and stipulations:

Conditions & Stipulations

- A storage unit must be of an approved type. If a proposed storage unit is not of the approved type the applicant must obtain written approval from the Executive Committee to the type and style of the storage unit.
- An occupier of a lot must have written approval from the owner of the lot to the installation of a storage unit (and produce such approval if required by the Executive Committee).
- A storage unit may not be installed in a way that impedes the functioning of any fire safety equipment or blocks necessary access to any common service such as plumbing, wiring or the like.
- No storage unit shall encroach upon another lot.
- A storage unit is to sit on the surface of the slab forming part of the common property. Penetration of the slab by bolts, screws and the like is not permitted.
- The terms and conditions contained in this by-law, the terms of registered by laws (Appearance of Lot) & (Storage Areas) and the terms of any further approval given by the Executive Committee are all to apply to the installation or keeping of any storage unit.
- The owner or occupier must maintain the storage unit in a state of good and serviceable repair and appearance and must renew or replace it whenever necessary.
- The owner or occupier at his own cost must repair any damage to the common property or the property of the owner or occupier of another lot, occurring in the installation, maintenance, replacement, repair or renewal of the storage unit.
- Any storage unit shall be and remain the property of the owner or occupier of the lot served.
- If the Owners Corporation requires access to any area of common property adjacent to where a storage unit is located to perform its statutory duties then the owner or occupier of the lot must if requested, remove and replace the storage unit at his cost to enable the Owners Corporation to carry out such work.
- The owner or occupier must indemnify the Owners Corporation and the owners and occupiers of other lots against any liability or expense that would not have been incurred if a storage unit had not been installed.
- A storage unit may not be installed in a way that impedes on the vehicle's ability to be wholly within the allotted car space and not prevent other vehicles from accessing their allotted spaces or safely from using the common property driveway areas.

INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001

PLANNING CERTIFICATE

Under Section 10.7 of the Environmental Planning and Assessment Act, 1979

Applicant:	INFOTRACK PTY LIMITED
Your reference:	254923
Address of property:	23 Shelley Street , SYDNEY NSW 2000
Owner:	THE OWNERS - STRATA PLAN NO 66849
Description of land:	Lot 111 DP 1034170, Lots 1-157 SP 66849
Certificate No.:	2021303869
Certificate Date:	20/05/21
Receipt No:	0174131
Fee:	\$53.00
Paid:	20/05/21

Title information and the description of land are provided from data supplied by the Valuer General and shown where available.



Issuing Officer
per **Monica Barone**
Chief Executive Officer

CERTIFICATE ENQUIRIES:

Ph: 9265 9333
Fax: 9265 9415

**PLANNING CERTIFICATE UNDER SECTION 10.7 (2) OF THE ENVIRONMENTAL
PLANNING AND ASSESSMENT ACT, 1979**

**MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 -
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION, 2000, CLAUSES (1) - (2).**

DEVELOPMENT CONTROLS

The following information must be read in conjunction with and subject to all other provisions of the environmental planning instruments specified in this certificate.

ZONING

Zone B8 Metropolitan Centre (Sydney Local Environmental Plan 2012)

1 Objectives of zone

- To recognise and provide for the pre-eminent role of business, office, retail, entertainment and tourist premises in Australia's participation in the global economy.
- To provide opportunities for an intensity of land uses commensurate with Sydney's global status.
 - To permit a diversity of compatible land uses characteristic of Sydney's global status and that serve the workforce, visitors and wider community.
- To encourage the use of alternatives to private motor vehicles such as public transport, walking or cycling.
- To promote uses with active street frontages on main streets and on streets in which buildings are used primarily (at street level) for the purposes of retail premises.

2 Permitted without consent

Nil

3 Permitted with consent

Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Information and education facilities; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Tourist and visitor accommodation; Any other development not specified in item 2 or 4

4 Prohibited

Nil

PROPOSED ZONING

Draft Zone B8 Metropolitan Centre - Planning Proposal (Sydney Local Environmental Plan 2012)

1 Objectives of zone

- To recognise and provide for the pre-eminent role of business, office, retail, entertainment and tourist premises in Australia's participation in the global economy.
- To provide opportunities for an intensity of land uses commensurate with Sydney's global status.
 - To permit a diversity of compatible land uses characteristic of Sydney's global status and that serve the workforce, visitors and wider community.
- To encourage the use of alternatives to private motor vehicles such as public transport, walking or cycling.
- To promote uses with active street frontages within podiums that contribute to the vitality, life and existing character of the street.

- To promote the efficient and orderly development of land in a compact urban centre.
- To promote a diversity of commercial opportunities varying in size, type and function, including new cultural, social and community facilities.
- To recognise and reinforce the important role that Central Sydney's public spaces, streets and their amenity play in a global city.
- Promote the primary role of the zone as a centre for employment and permit residential and serviced apartment accommodation where they complement employment generating uses.

2 Permitted without consent

Nil

3 Permitted with consent

Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Information and education facilities; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Tourist and visitor accommodation; Any other development not specified in item 2 or 4

4 Prohibited

Nil

LOCAL PLANNING CONTROLS

Sydney Local Environmental Plan 2012 (as amended) – Published 14 December 2012
NSW Legislation Website.

Sydney Development Control Plan 2012 (as amended) - (commenced 14.12.2012)

Sydney Harbour Foreshores and Waterways Area Development Control Plan 2005 (commenced 28.09.2005) – This DCP applies to all development proposals within the Foreshores and Waterways Area identified in SREP (Sydney Harbour Catchment) 2005 (refer to the Foreshores and Waterways Area map)

Planning Proposal: Amendment of Sydney Local Environmental Plan 2012 – Central Sydney

This Planning Proposal progresses key aims and objectives of the City of Sydney's Draft Central Sydney Planning Strategy. This is to be achieved by a range of amendments to Sydney Local Environmental Plan 2012 (the LEP).

Planning Proposal: Amendment of Sydney Local Environmental Plan 2012 – Open and Creative Planning Reforms

This planning proposal seeks a number of changes to the Sydney Local Environmental Plan 2012 (Sydney LEP 2012), and other relevant LEPs which aim to strengthen the city's cultural and night life and create a more diverse evening economy.

The planning proposal seeks to amend the following instruments: • Sydney Local Environmental Plan (LEP) 2012 • Sydney LEP 2005 • Sydney LEP (Green Square Town Centre) 2013 • Sydney LEP (Green Square Town Centre Stage 2) 2013 • Sydney LEP (Glebe Affordable Housing Project) 2011 • Sydney LEP (Harold Park) 2011 • South Sydney LEP

1998 • South Sydney LEP No. 114 (Southern Industrial and Rosebery/Zetland Planning Districts).

HERITAGE

State Heritage Register (Amendment To Heritage Act, 1977 Gazetted 2/4/99)

This property may be identified as being of state heritage significance, and entered on the State Heritage Register.

To confirm whether the site is listed under the Heritage Act 1977 a Section 167 Certificate should be obtained from the NSW Heritage Office by contacting the NSW Heritage office on (02) 9873 8500 for an application from or by downloading the application form from www.heritage.nsw.gov.au

STATE PLANNING INSTRUMENTS

Full copies of State Environmental Planning Policies are available online at www.planning.nsw.gov.au.

State Environmental Planning Policy No. 19 – Bushland in Urban Areas

This is a policy to protect and preserve bushland within certain urban areas, as part of the natural heritage or for recreational, educational and scientific purposes. This policy is designed to protect bushland in public open space zones and reservations, and to ensure that bush preservation is given a high priority when local environmental plans for urban development are prepared.

State Environmental Planning Policy No. 33 – Hazardous and Offensive Development

This policy aims to amend the definitions of hazardous and offensive industries; to render ineffective any environmental planning instruments not defining hazardous or offensive as per this policy; to control development of hazardous and offensive industries.

State Environmental Planning Policy No. 55 – Remediation of Land

This policy provides planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals.

To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

State Environmental Planning Policy No. 64 – Advertising and Signage

This policy aims to ensure that signage (including advertising):

Is compatible with the desired amenity and visual character of an area, and
Provides effective communications in suitable locations, and
Is of a high quality design and finish.

To this end the policy regulates signage (but not content) under Part 4 of the Act and provides limited time consents for the display of certain advertisements. The policy does not apply to signage that is exempt development under an environmental planning instrument. It does apply to all signage that can be displayed with or without consent and is visible from any public place or reserve, except as provided by the policy.

This policy should be read in conjunction with the Sydney Local Environmental Plan 2005, the City of Sydney Signage and Advertising Structures Development Control Plan 2003 and State Environmental Planning Policy No. 60 where these apply.

State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development

This policy aims to improve the design quality of flats of three or more storeys with four or more self contained dwellings. The policy sets out a series of design principles for local councils to consider when assessing development proposals for residential flat development. The policy also creates a role for an independent design review panel and requires the involvement of a qualified designer in the design and approval process.

State Environmental Planning Policy No.70 – Affordable Housing (Revised Schemes) (Gazetted 31.05.02)

The policy identifies that there is a need for affordable housing in the City of Sydney, describes the kinds of households for which affordable housing may be provided and makes a requirement with respect to the imposition of conditions relating to the provision of affordable housing (provided other requirements under the Act are met).

State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004

This Policy does not apply to land described in Schedule 1 (Environmentally sensitive land), or land that is zoned for industrial purposes, or land to which an interim heritage order made under the *Heritage Act 1997* by the Minister administering that Act applies, or land to which a listing on the State Heritage Register kept under the *Heritage Act 1997* applies.

The Policy aims to encourage the provision of housing (including residential care facilities) that will increase the supply and diversity of residences that meet the needs of seniors or people with a disability, and make efficient use of existing infrastructure and services, and be of good design.

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

Aims to ensure consistency in the implementation of the BASIX scheme throughout the State. This Policy achieves its aim by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

State Environmental Planning Policy (State Significant Precincts) 2005

This Policy aims to identify development of economic, social or environmental significance to the State or regions of the State so as to provide a consistent and comprehensive assessment and decision making process for that development.

NB: This SEPP also contains exempt & complying provisions

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

This Policy aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the social and economic welfare of the State.

State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007

This Policy aims to ensure that suitable provision is made for ensuring the safety of persons using temporary structures or places of public entertainment.

State Environmental Planning Policy (Infrastructure) 2007

This Policy aims to facilitate the effective delivery of infrastructure across the state.

NB: This SEPP also contains exempt & complying provisions

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

This Policy Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

State Environmental Planning Policy (Affordable Rental Housing) 2009

Establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals, and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people. NOTE: Does not apply to land at Green Square or at Ultimo Pyrmont, or on southern employment land.

State Environmental Planning Policy (Urban Renewal) 2010

The aims of this Policy are as follows:

- (a) to establish the process for assessing and identifying sites as urban renewal precincts,
- (b) to facilitate the orderly and economic development and redevelopment of sites in and around urban renewal precincts,
- (c) to facilitate delivery of the objectives of any applicable government State, regional or metropolitan strategies connected with the renewal of urban areas that are accessible by public transport.

State Environmental Planning Policy (State and Regional Development) 2011

The aims of this Policy are as follows:

- (a) to identify development that is State significant development,
- (b) to identify development that is State significant infrastructure and critical State significant infrastructure,
- (c) to confer functions on joint regional planning panels to determine development applications.

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017

The aims of this Policy are:

- (a) to protect the biodiversity values of trees and other vegetation in non-rural areas of the State, and
- (b) to preserve the amenity of non-rural areas of the State through the preservation of trees and other vegetation.

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

The aim of this Policy is to facilitate the effective delivery of educational establishments and early education and care facilities across the state.

State Environmental Planning Policy (Coastal Management) 2018

The aim of this Policy is to promote an integrated and co-ordinated approach to land use planning in the coastal zone in a manner consistent with the objects of the [Coastal Management Act 2016](#), including the management objectives for each coastal management area, by:

- (a) managing development in the coastal zone and protecting the environmental assets of the coast, and

- (b) establishing a framework for land use planning to guide decision-making in the coastal zone, and
- (c) mapping the 4 coastal management areas that comprise the NSW coastal zone for the purpose of the definitions in the [Coastal Management Act 2016](#).

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

This plan applies to land within the Sydney Harbour Catchment, as shown edged heavy black on the Sydney Harbour Catchment Map, being part of the Sydney Region declared by order published in Gazette No 38 of 7 April 1989 at page 1841.

This plan has the following aims with respect to the Sydney Harbour Catchment: to ensure that the catchment, foreshores, waterways and islands of Sydney Harbour are recognised, protected and maintained: as outstanding natural asset, and as a public asset of national and heritage significance, for existing and future generations; to ensure a healthy, sustainable environment on land and water; to achieve a high quality urban environment; to ensure a prosperous working waterfront and an effective transport corridor, to encourage a culturally rich and vibrant place for people; to ensure accessibility to and along Sydney Harbour and its foreshores; to ensure the protection, maintenance and rehabilitation of watercourses, wetlands, riparian lands, remnant vegetation and ecological connectivity, to provide a consolidated, simplified and updated legislative framework for future planning.

OTHER MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 - E. P. & A. REGULATION, 2000. CLAUSES (2A) - (10)

(2A) Zoning and land use under *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*

This SEPP does not apply to the land.

(3) Complying Development

(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Note: All Exempt and Complying Development Codes: Council does not have sufficient information to ascertain the extent of a land based exclusion on a property. Despite any statement preventing the carrying out of complying development in the Codes listed below, complying development may still be carried out providing the development is not on the land affected by the exclusion and meets the requirements and standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

**General Housing Code & Commercial and Industrial (New Buildings and Additions)
Code and Low Rise Housing Diversity Code**

Complying development **may not** be carried out on the land under the General Housing Code, the Commercial and Industrial (New Buildings and Additions) Code and the Low Rise Housing Diversity Code if because of the provisions of clause 1.17A, 1.18(1)(c3) & 1.19 (Land-based requirements for exempt and complying development) any of the following statements are **YES**

▪ Clause 1.19(5)d. Land that is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997. (Applies only to the Commercial and Industrial (New Buildings and Additions) Code.	NO
▪ Clause 1.17A(d). Has been identified as a property that comprises, or on which there is, an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> or that is subject to an interim heritage order under the <i>Heritage Act 1977</i> .	NO
▪ Clause 1.17A(d) & 1.18(1)(c3). Has been identified as a property that comprises, or on which there is, a heritage item or draft heritage item.	NO
▪ Clause 1.17A(c). Has been identified as being within a wilderness area (identified under the <i>Wilderness Act 1987</i> .	NO
▪ Clause 1.17A(e) & 1.19(1)e or 1.19(5)f. Has been identified as land that is within an environmentally sensitive area or by an environmental planning instrument as being within a buffer area, a river front area, an ecologically sensitive area, environmentally sensitive land or a protected area	NO
▪ Clause 1.19(1)a.or 1.19(5)a Has been identified as being within a heritage conservation area or a draft heritage conservation area.	NO
▪ Clause 1.19(1)b or 1.19(5)b. Has been identified as being land that is reserved for a public purpose in an environmental planning instrument.	NO
▪ Clause 1.19(1)c or 1.19(5)c. Has been identified as being on an Acid Sulfate Soils Map as being Class 1 or Class 2.	YES
▪ Clause 1.19(1)d or 1.19(5)e. Has been identified as land that is subject to a biobanking agreement under part 7A of the threatened Species Conservation Act 1995 or a property vegetation plan under the Native Vegetation Act 2003.	NO
▪ Clause 1.19(1)f or 1.19(5)g. Has been identified by an environmental planning instrument, a development control plan or a policy adopted by the Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.	NO
▪ Clause 1.19(1)g or 1.19(5)h. Has been identified as being land in a foreshore area.	YES
▪ Clause 1.19(1)h. Has been identified as land that is in the 25 ANEF contour or a higher ANEF contour. (Applies to the General Housing Code & Low Rise Housing Diversity Code)	NO
▪ Clause 1.19(1)j or 1.19(5)i. Has been identified as unsewered land within a drinking water catchment.	NO
▪ Clause 1.19(1)i. Has been identified as land that is declared to be a special area under the Sydney Water Catchment Management Act 1998.	NO

Housing Internal Alterations Code

Complying development under the Housing Alterations Code **may** be carried out on the land.

Commercial and Industrial Alterations Code

Complying development under the Commercial and Industrial Alterations Code **may** be carried out on the land.

Subdivisions Code

Complying development under the Subdivisions Code **may** be carried out on the land.

Rural Housing Code

The Rural Housing Code does not apply to this Local Government Area.

General Development Code

Complying development under the General Development Code **may** be carried out on the land.

Demolition Code

Complying development under the Demolition Code **may** be carried out on the land.

(4B) Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

The owner (or any previous owner) of the land has not consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

(5) Mine Subsidence District

This land has not been proclaimed to be a mine subsidence district within the meaning of section 15 of the mine subsidence compensation act, 1961.

(6) Road Widening and/or Road Realignment affected by (a) Division 2 of Part 3 of the Roads act 1993 or (c) any resolution of council or other authority.

This land **is not** affected by road widening and/or road realignment under section 25 of the Roads Act, 1993 and/or resolution of Council or any other authority.

(6) Road Widening and/or Road Realignment Affected by (b) any environmental planning instrument.

This land **is not** affected by any road widening or road realignment under any planning instrument.

(7) Council and other public authorities policies on hazard risk restrictions:

- (a) The land **is not** affected by a policy adopted by the Council that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk; and
- (b) The land **is not** affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to on planning certificate issued by Council, that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk.

(7A) Flood related development controls information.

The development on this land or part of this land is subject to flood related development controls refer to Clause 7.15 of Sydney Local Environment Plan 2012 and Section 3.7 of Sydney Development Control Plan 2012.

(8) Land reserved for acquisition

No environmental planning instrument, or proposed environmental planning instrument applying to the land, provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

(9) Contribution plans

The following Contributions Plans apply to properties within the City of Sydney local government area. Contributions plans marked **YES** may apply to this property:

▪ Central Sydney Development Contributions Plan 2013 – in operation 9 th July 2013	YES
▪ City of Sydney Development Contributions Plan 2015 – in operation 1 st July 2016	NO
▪ Redfern Waterloo Authority Contributions Plan 2006 – in operation 16 th May 2007	NO
▪ Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16 th May 2007	

(9A) Biodiversity certified land

The land has not been certified as biodiversity certified land.

(10) Biodiversity Conservation Act 2016

Not Applicable.

(10A) Native vegetation clearing set asides

Not Applicable.

(11) Bush fire prone land

The land has not been identified as Bush fire prone land.

(12) Property vegetation plans

Not Applicable

(13) Orders under Trees (Disputes Between Neighbours) Act 2006

Council has not been notified of an order which as been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

(14) Directions under Part 3A

Not Applicable.

(15) Site compatibility certificates and conditions for seniors housing

(a) The land to which the certificate relates is not subject to a current site compatibility certificate (seniors housing), of which Council is aware, in respect of proposed development on the land.

(b) The land to which the certificate relates is not subject to any condition of consent to a development application granted after 11 October 2007 required by State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004.

(16) Site compatibility certificates for infrastructure, schools or TAFE establishments

The land to which the certificate relates is not subject to a valid site compatibility certificate (infrastructure), of which Council is aware, in respect of proposed development on the land.

(17) Site compatibility certificates and conditions for affordable rental housing

(a) The land to which the certificate relates is not subject to a current site compatibility certificate (affordable rental housing), of which Council is aware, in respect of proposed development on the land.

(b) The land to which the certificate relates is not subject to any terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.

(18) Paper subdivision information

Not Applicable.

(19) Site verification certificates

The land to which the certificate relates is not subject to a valid site verification certificate of which Council is aware.

(20) Loose-fill asbestos insulation

Not Applicable

(21) Affected building notices and building product rectification orders

(1) The land to which the certificate relates is not subject to any affected building notice of which Council is aware.

(2) (a) The land to which the certificate relates is not subject to any building product rectification order of which Council is aware and has not been fully complied with.

(b) The land to which the certificate relates is not subject to any notice of intention to make a building product rectification order of which Council is aware and is outstanding.

(3) In this clause:

affected building notice has the same meaning as in Part 4 of the [Building Products \(Safety\) Act 2017](#).

building product rectification order has the same meaning as in the [Building Products \(Safety\) Act 2017](#).

Note. The following matters are prescribed by section 59 (2) of the [Contaminated Land Management Act 1997](#) as additional matters to be specified in a planning certificate:

(a) The land to which the certificate relates **is not** declared to be **significantly contaminated land** within the meaning of that act as at the date when the certificate is issued.

(b) The land to which the certificate relates **is not** subject to a **management order** within the meaning of that act as at the date when the certificate is issued.

(c) The land to which the certificate relates **is not** the subject of an **approved voluntary management proposal** within the meaning of that act at the date the certificate is issued.

(d) The land to which the certificate relates **is not** the subject of an **ongoing maintenance order** within the meaning of that act as at the date when the certificate is issued.

(e) As at the date when the certificate is issued, Council **has not** identified that a **site audit statement** within the meaning of that act has been received in respect of the land the subject of the certificate.

PLANNING CERTIFICATE SECTION 10.7 (2) INFORMATION:

Information provided in accordance with planning certificate section 10.7 (2) has been taken from council's records and advice from other authorities but council disclaims all liability for any omission or inaccuracy in the information. Specific inquiry should be made where doubt exists.

For information regarding outstanding notices and orders a CERTIFICATE FOR OUTSTANDING NOTICES OF INTENTION AND/OR AN ORDER may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning and Assessment Act and Section 735A of the Local Government Act.

Planning certificate section 10.7 (2), local planning controls are available online at www.cityofsydney.nsw.gov.au

General Enquiries:

Telephone: 02 9265 9333

Town Hall House

Level 2

Town Hall House

456 Kent Street

Sydney

8am – 6pm Monday - Friday

State planning controls are available online at www.legislation.nsw.gov.au

Where planning certificate section 10.7 (5) matters are supplied, complete details are available by writing to:
Chief Executive Officer
City of Sydney
G.P.O. Box 1591
Sydney NSW 2000

End of Document

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

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Revenue

Enquiry ID	3494868
Agent ID	81429403
Issue Date	27 May 2021
Correspondence ID	1727232520
Your reference	254923

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
S66849/79	Unit 803, 23 SHELLEY ST SYDNEY 2000	NOT AVAILABLE

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2021 tax year.

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

* Overseas customers call +61 2 7808 6906
Help in community languages is available.



MR JOHN W WELSH
UNIT 803
23 SHELLEY STREET
SYDNEY NSW 2000

Our reference: 7121984604593

Phone: 13 28 66

20 May 2021

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello JOHN,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410545110289
Vendor name	JOHN WILLIAM WELSH
Clearance Certificate Period	20 May 2021 to 20 May 2022

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
James O'Halloran
Deputy Commissioner of Taxation

NEED HELP

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

CONTACT US

In Australia? Phone us on
13 28 66

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



MRS SIMONE E WELSH
UNIT 803
23 SHELLEY STREET
SYDNEY NSW 2000

Our reference: 7121984662648

Phone: 13 28 66

20 May 2021

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello SIMONE,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410545113308
Vendor name	SIMONE ELIZABETH WELSH
Clearance Certificate Period	20 May 2021 to 20 May 2022

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
James O'Halloran
Deputy Commissioner of Taxation

NEED HELP

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